



AGENDA

Regular Town Board Meeting

October 3, 2022 - 6:00 PM

TOWN HALL (101 Huntersville-Concord Road)

Persons desiring to address the Board during a public comment period or a public hearing shall list their full name, address, telephone number, and subject matter to be discussed on the speaker sign-up sheet as provided by the Town Clerk prior to the beginning of the meeting. Once the meeting has begun, a person may not sign up to speak.
(Public Comment and Public Hearing Policy - Adopted April 19th 2021)

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

1.A. Discussion/update on Northstate Project Approval. (*Commissioner Kovacs and Commissioner Phillips*)

2. Call to Order

3. Invocation/ Moment of Silence

4. Pledge of Allegiance

5. Staff Questions

6. Public Comments, Requests, or Presentations

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve Supplemental Municipal Agreement for modification of signal pole type on the NCDOT US 21 at Gilead project. (*Stephen Trott*)

8.B. Approve Second Amendment to the Capital Project Ordinance for the Huntington Green sidewalk project. (*Pattie McGinnis*)

- 8.C. Approve Municipal Agreement between the NCDOT and the Town of Huntersville for the design and construction of The Park - Huntersville Greenway. (*Tracy Houk*)
- 8.D. Approve Road Closure for Veterans Day Parade. (*Michael Jaycocks*)
- 8.E. Call a public hearing for Monday, October 17, 2022 at 6:00 p.m. at Huntersville Town Hall on the question of designating as a Historic Landmark a structure known as the "Cowan's Ford-Davidson College Monument," including the monument in its entirety and a 15' radius of the land immediately surrounding the monument, measured in each direction from the central point of the monument, all as associated with the property listed under Tax Parcel 00902102, located at 14910 NC Highway 73 and owned by MDHB Properties LLC. (*Kayleigh Mielenz*)
- 8.F. Call a public hearing for Monday, October 17, 2022 at 6:00 p.m. at Huntersville Town Hall on the question of designating as a Historic Landmark a structure known as the "General William Lee Davidson Monument," including the monument in its entirety and a 40' radius of the land immediately surrounding the monument, measured in each direction from the central point of the monument, all as situated on the property listed under Tax Parcel 01315102, located at 5455 Cashion Road and owned by Duke Power Company. (*Kayleigh Mielenz*)
- 8.G. Call a public hearing for Monday, October 17, 2022 at 6:00 p.m. at Huntersville Town Hall on the question of designating as a Historic Landmark a structure known as the "Rural Hill Directional Marker," including the marker in its entirety and a 38' radius of the land immediately surrounding the marker, measured in each direction from the central point of the marker, all as situated on the property listed under Tax Parcel 01301250, located at 6645 Neck Road and owned by Herseng Yang. (*Kayleigh Mielenz*)

9. Public Hearings

- 9.A. Conduct public hearing on Petition #R22-04, a request by Jeremy Martin to rezone +/- 1.29 acres located at 15901 Cramur Drive (Parcel 00102370) from Neighborhood Center and General Residential to Highway Commercial Conditional District. Applicant requests to continue public hearing to January 3, 2023. (*Jesse James*)
- 9.B. Conduct public hearing on Petition #R22-03, a request by Alan Spragins for Hawthorn Devco, LLC to rezone +/- 9.219 acres located at 6925 April Mist Trail (Parcel 01516113) at the corner of Beatties Ford Road and April Mist Trail from Highway Commercial Conditional District to Neighborhood Residential Conditional District. (*Jesse James*)
- 9.C. Conduct public hearing on Petition #TA22-06, a request by DDRTC Birkdale Village, LLC to increase the building height limits for hotels or motels and commercial uses within Pedestrian Oriented Developments that are located in the Highway Commercial zoning district. (*Nathan Farber*)

- 9.D. Conduct public hearing on Petition #R22-01, a request by DDRTC Birkdale Village, LLC to rezone +/- 8.82 acres located at the intersection of Townley Drive and Lindholm Drive (Parcels 00537157 and 00537197) from Highway Commercial Conditional District to Highway Commercial Conditional District for 350 multi-family units, 125-room hotel, 150,000 sq. ft. office, and 25,000 sq. ft. commercial. (*Brian Richards*)
- 9.E. Conduct public hearing on Petition #TA22-07, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to comply with Senate Bill 105 regarding the restriction of harmony requirements when multi-family structures are an allowable use and the development contains affordable housing units for families or individuals with incomes below 80 percent of the area median income. (*Kayleigh Mielenz*)

10. Other Business

- 10.A. Consider approving electrical materials purchase for bulk feeder projects. (*David Lucore*)
- 10.B. Consider approving Abernathy Park Master Plan. (*Michael Jaycocks*)
- 10.C. Discuss and consider possible action on FY23 Goals. (*Anthony Roberts*)
- 10.D. Consider ratifying previous action of the Town Board taken in Closed Session allowed under the North Carolina Open Meetings law to award a 3.5 percent merit increase for the Town Attorney based on market analysis and performance evaluation. (*Melinda Bales*)
- 10.E. Consider adopting resolution and approving purchase agreement to acquire property for future Public Works Facility. (*Kevin Fox*)

11. Mayor and Commissioner Reports/Closing Comments

12. Adjourn

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

The Board reserves the right to deviate from the agenda.

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From:

Date: October 3, 2022

Subject: Discussion/update on Northstate Project Approval

EXPLAIN REQUEST:

Discussion/update on Northstate Project Approval.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Stephen Trott, Director of Engineering

Date: October 3, 2022

Subject: US21 at Gilead Municipal Agreement

EXPLAIN REQUEST:

Supplemental Municipal Agreement for modification of signal pole type on the NCDOT US21 at Gilead project to mast arms.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

Fund Balance

ATTACHMENTS:

1. U-5114 Supplemental Agreement Mast Arms

AGREEMENT OVERVIEW

DATE: 8/12/2022

NORTH CAROLINA
MECKLENBURG COUNTY

PROJECT NUMBERS

TIP NUMBER: U-5114

PARTIES TO THE AGREEMENT:

WBS ELEMENT (CON): 42376.3.1

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

TOWN OF HUNTERSVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP Project ("Project"): Improvements at intersection of US 21 (Statesville Road) and Gilead Road, combined with Project I-5714 consisting of improvements at the I-77 / SR 2136 (Gilead Road) interchange.

ADDITIONAL WORK: The Municipality has requested six (6) signals be changed from metal strain poles to mast arm poles.

ESTIMATED COST OF THE ADDITIONAL WORK: \$433,694.64

COSTS TO OTHER PARTY: \$433,694.64

PAYMENT TERMS: The Department will bill the Municipality upon completion of the Project.

MAINTENANCE: Department

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **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, hereinafter referred to as the **Municipality**.

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for 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, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the **Municipality** and the **Department** previously entered into an Agreement (#9643) to address the costs and responsibilities for the design phase of the Additional Work; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and maintenance as shown in the **PROJECT DELIVERY** Provision.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits and preparing the project plans and specifications.

The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

RESPONSIBILITIES

The **Municipality** shall be responsible for the relocation and adjustment of all municipally owned utilities in conflict with the Project and shall exercise any rights that it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and, and other pipelines or conduits; or any privately- or publicly-owned utilities.

1. Said work shall be performed in a manner satisfactory to the **Department** prior to the **Department** beginning construction of the Project. The **Municipality** shall make every effort to promptly relocate said utilities in order that the **Department** will not be delayed in the construction of the Project.
2. The **Municipality** shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
3. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.
4. The **Department** shall not be liable for any work that the **Municipality** undertakes with respect to said utility relocation.

COSTS AND FUNDING

5. If applicable, the **Department** will reimburse the **Municipality** in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

UTILITY RELOCATION BY DEPARTMENT

6. If the **Municipality** requests the **Department** to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the **Department** agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms, if applicable. The **Municipality** shall reimburse the **Department** all or a portion of the costs associated with said relocation, in accordance with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

D. MAINTENANCE

Upon completion of the Project:

1. 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 Highway," and department criteria.
2. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING

A. ADDITIONAL WORK

At the request of the Municipality and in accordance with the Department's Guidelines, the Department shall include provisions in its construction contract for the additional work as indicated in the Table below with estimated costs as supported in Exhibit A. Said work shall be performed in accordance with the additional work as indicated in the Table below. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the provisions of this Agreement.

ACCOUNTS RECEIVABLE
TIP AGREEMENT-ADDITIONAL WORK
CONSTRUCTION
1000014516

Location of Black Coated Signal Mast Arm Poles	Municipality Share
• US 21 (Statesville Rd.) and SR 2136 (Gilead Rd.)	100%
• Directional crossover on US 21/Statesville Rd.) near Wilmington Str. (North of Gilead Rd.)	100%
• U-turn bulb on US 21 (Statesville Rd.) near Wilmington St. (North of Gilead Rd.)	100%
• US 21 (Statesville Rd.) and Compass Str./Arahova Dr.	100%
• U-turn bulb on US 21 (Statesville Rd.) near Dallas Str. (South of Gilead Rd.)	100%
• Black Powder Coating Only for Mast Arm Poles at SR 2136 (Gilead Rd.) and I-77 SB Ramp and 2136 (Gilead Rd.) at I-77 NB Ramp	100%
Total Estimated Cost to Municipality	\$433,694.64

The estimated Municipal share of the additional work is \$433,694.64. The Parties understand that this is an estimated cost and subject to change.

B. INVOICING BY THE DEPARTMENT

Upon completion of the Project, the Department will calculate actual costs of the Project and will invoice the **Municipality** for their share of the actual costs of the Additional Work and/or Project Costs. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest will be charged on any unpaid balance due in accordance with G. S. 147-86.23.

If the Municipality has pre-paid or made any previous down payment, those funds will be counted against final costs. If costs are less than the funding received, then the Department will return any overpayment.

V. STANDARD PROVISIONS

A. Agreement Modifications

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

B. Assignment of Responsibilities

The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

C. Agreement for Identified Parties Only

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. Other Agreements

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality to meet the terms of this Agreement. The Department is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

E. Authorization to Execute

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

F. DocuSign

Department and Municipality acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the Department or the Municipality, to execute this Agreement. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, Department and Municipality consent to be legally bound by the terms and conditions of Agreement and that such act constitutes Department's signature as if actually signed by Department in writing or Municipality's signature as if actually signed by Municipality in writing. Department and Municipality also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. Department and Municipality acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

G. Debarment Policy

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies 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 Agency or Department

and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. Indemnification

To the extent authorized by state and federal claims statutes, the Municipality shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the Department, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Agreement. The Department shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the Municipality's negligence and/or responsibilities under the terms of this agreement.

I. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. Governmental Immunity

Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or any limitation on liability or damages created by law.

K. Gift Ban

By Executive Order 24, issued by Governor Perdue, and NCGS 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

L. Applicable Laws and Courts.

This contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be

**ACCOUNTS RECEIVABLE
TIP AGREEMENT-ADDITIONAL WORK
CONSTRUCTION**

1000014516

proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The NCDOT will ensure and warrants the Contractor shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

SIGNATURE PAGE

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

TOWN OF HUNTERSVILLE

FED TAX ID NO: _____

Authorized Signer: _____

REMITTANCE ADDRESS:

PO BOX 664

HUNTERSVILLE, NC 28070

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Act:

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: July 7, 2022 (DATE)

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: October 3, 2022

Subject: Huntington Green Sidewalk

EXPLAIN REQUEST:

Approve Second Amendment to the Capital Project Ordinance for the Huntington Green sidewalk project.

ACTION RECOMMENDED:

Approve Budget amendment.

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Capital Prj Ord- Projects - Huntington Green - Amend #02
2. FY20 Huntersville MOD2 - Fully executed

**TOWN OF HUNTERSVILLE
SECOND AMENDMENT
HUNTINGTON GREEN SIDEWALKS
CAPITAL PROJECT ORDINANCE**

WHEREAS, the Town desires to authorize and fund a capital project consisting of the construction and installation of sidewalk and associated grading and drainage to be constructed in the Huntington Green neighborhood in the Town of Huntersville (the “Huntington Green Sidewalk Project”); and

WHEREAS, the Town has been awarded a Community Development Block Grant (CDBG) of \$885,161 to fund the Project, together with Town funds as necessary;

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

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

SECTION 1. HUNTINGTON GREEN SIDEWALK PROJECT. The Huntington Green Sidewalk Project is authorized to construct and install sidewalk and associated grading and drainage to be constructed in the Huntington Green neighborhood. This will improve safety and pedestrian transportation options for the Huntington Green community. This will include planning, permitting, surveying, engineering and design, right of way acquisition and construction.

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

	<u>6/15/2020 Original Budget</u>	<u>8/2/2021 First Amendment</u>	<u>10/3/2022 Second Amendment</u>	<u>Total Budget</u>
Contruction, purchase of right of way, survey,design and engineering and landscaping				
TOTAL PROJECT COSTS	<u>\$ 654,800</u>	<u>\$ 66,844</u>	<u>\$ 168,317</u>	<u>\$889,961</u>

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

	<u>6/15/2020</u> <u>Original</u> <u>Budget</u>	<u>8/2/2021</u> <u>First</u> <u>Amendment</u>	<u>10/3/2022</u> <u>Second</u> <u>Amendment</u>	<u>Total</u> <u>Budget</u>
Grant - CDBG	\$ 650,000	\$ 66,844	\$ 168,317	\$ 885,161
General Fund transfer	4,800	-	-	4,800
TOTAL REVENUE	<u>\$ 654,800</u>	<u>\$ 66,844</u>	<u>\$ 168,317</u>	<u>\$ 889,961</u>

SECTION 2. The officers of the unit are hereby directed to proceed with the capital project in Section 1 within the terms of the grant documents and the budget contained herein. Such authorization includes but is not limited to bidding, awarding and entering into contracts as necessary to carry out the capital project as allowed by law after review by the Town Attorney for compliance with lawful procedures.

SECTION 3. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board and the Finance Officer for direction in carrying out this project.

Duly Adopted this 3rd day of October, 2022.



**MODIFICATION NUMBER 02 TO SUBRECIPIENT GRANT AGREEMENT
BEWTEEN MECKLENBURG COUNTY AND Town of Huntersville**

This Modification is made and entered into by and between Mecklenburg County, ("the COUNTY"), and Town of Huntersville, ("the SUBRECIPIENT"), to modify **FY 2020 Community Development Block Grant Contract Number 39884580**, award dated **June 18, 2020** ("the Agreement").

WHEREAS, the COUNTY entered into the Agreement, pursuant to which the COUNTY provided a subrecipient grant award of **\$168,317** to the Subrecipient under the Community Development Block Grant Entitlement program (CDBG) as set forth in the Agreement;

WHEREAS, the COUNTY and the SUBRECIPIENT desire to modify the Agreement.

WHEREAS, pursuant to the provisions of Section P of the Agreement, which states that the COUNTY or the SUBRECIPIENT may amend the Agreement at any time provided that such amendments make specific reference to the Agreement, are executed in writing and signed by a duly authorized representative of both organizations.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☐ **Revise Scope of Services and Project Schedule**

☒ **Project Schedule**

The Project Schedule - Section F of the Agreement is hereby deleted and is replaced by the revised **Attachment B**, the Project Schedule, which is attached hereto and incorporated herein by reference.

☐ **Revise Budget and Allocation**

☐ **Other:** (Type in the reason for the modification.)

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

SUBRECIPIENT:

BY:

Anthony Roberts

Anthony Roberts, Town Manager

8/3/2022

Date

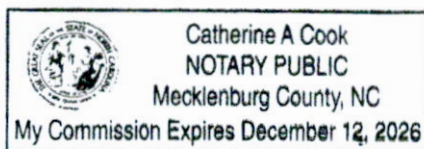
NORTH CAROLINA MECKLENBURG County. I, a Notary Public of the County and State aforesaid, certify that ANTHONY ROBERTS personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3 day of AUGUST, 2022.

WITNESS my hand and official seal, this the 3 day of AUGUST 2022

Catherine A Cook
NOTARY PUBLIC

MY COMMISSION EXPIRES: December 12, 2026

SEAL-STAMP



Attachment A Project Schedule

Exhibit 2																	
Task/Program Goals	Jan 2020	Feb 2020	Mar 2020	June 2020	July 2020	Sep 2020	Oct 2020	Dec 2020	Jan 2021	Feb 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Feb 2022	July 2022	Aug 2022
1. Refinement of Forms & Procedures	X	X	X														
2. Environmental Assessment	X	X															
3. RFLOI for Engineering Services	X																
4. Selection of Engineering Firm		X															
5. Execution of Engineering Contract				X													
6. Engineering Survey & Design					X	X	X	X	X	X	X	X	X	X	X	X	X
7. RFLOI for Property Acquisition							X	X				X	X				
8. Execution of Property Acquisition Contract																	
9. Acquire Property																	X
10. Refinement of R/W Easement Estimate																	X
11. Submission of Quarterly Reports	X				X		X		X				X			X	

Task/Program Goals	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	June 2023
1. Refinement of Forms & Procedures										
2. Environmental Assessment										
3. RFLOI for Engineering Services										
4. Selection of Engineering Firm										
5. Execution of Engineering Contract										
6. Engineering Survey & Design	X	X	X	X	X	X	X	X	X	X
7. RFLOI for Property Acquisition										
8. Execution of Property Acquisition Contract										
9. Acquire Property	X	X	X	X	X	X	X	X	X	X
10. Refinement of R/W Easement Estimate										
11. Submission of Quarterly Reports		X			X			X		



Mecklenburg County

Signature Page

Contract Number: 39884580

Amendment Number: 02

Contractor Name: TOWN OF HUNTERSVILLE

MECKLENBURG COUNTY:

A handwritten signature in black ink, appearing to read "Leslie Johnson".

Leslie Johnson
Assistant County Manager

ATTEST:

A handwritten signature in blue ink, appearing to read "J. E. Yeager".

James E. Yeager
County Attorney

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Tracy Houk, Assistant Director of Parks & Recreation

Date: October 3, 2022

Subject: Municipal Agreement for The Park - Huntersville Greenway

EXPLAIN REQUEST:

At the October 5, 2020 Town Board meeting, the Town Board adopted the resolution to amend the Capital Improvement Program (CIP) and to apply for the Charlotte Regional Transportation Planning Organization (CRTPO) Grant for The Park - Huntersville Greenway. The Town's 50% local match for this project is \$1,746,000. The Town was awarded the grant in December of 2020.

In February of 2022, CRTPO added this project to an accelerated list, bumping the project up for planning and design from FY25 to FY23. The Town Board approved the planning and design funds in the FY23 Budget. The CRTPO Grant will reimburse the Town for 50% of the funds budgeted. This Municipal Agreement must be approved prior to starting this project.

FY23: \$280,000 Design

FY24: \$516,000 ROW

FY26: \$2,696,000 Construction

Total: \$3,492,000

ACTION RECOMMENDED:

Consider approving the Municipal Agreement between the NCDOT and the Town of Huntersville for the design and construction of The Park - Huntersville Greenway.

FINANCIAL IMPLICATIONS:

\$280,000 approved in FY23 Budget. (50% will be reimbursed)

ATTACHMENTS:

1. LPMO_Supplemental_Agreement_-_Huntersville_BL
2. CRTPO 2020-2029 TIP Amendments
3. The Park - Huntersville_Project Description and Location

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Huntersville

County: Mecklenburg

TIP: BL-0010

Project: Huntersville Greenway, Torrence Creek Greenway to

Scope: Construction of The Park – Huntersville Greenway, which is approximately 1.6 miles. The multi-use path will create an off-road connection between the existing Torrence Creek Greenway, The Park – Huntersville businesses & multi-family homes, and Reese Boulevard. The multi-use path typical section will consist of 5-7 ft. planting strip and a 10 ft. wide path, the off-street trail typical section will consist of 12 ft. wide path.

Eligible Activities:

PE	49485.1.1	Design
		Environmental
ROW	49485.2.1	ROW Acquisition
		Utility Relocation
CON	49485.3.1	Construction
FEDERAL-AID	1007044	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$1,746,000	50 %	\$1,746,000	50 %
Total Estimated Cost		\$3,492,000		

Responsibility: The Town of Huntersville shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

MECKLENBURG COUNTY

DATE: 9/28/2022

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: BL-0010

AND

WBS Elements: PE 49485.1.1

ROW 49485.2.1

TOWN OF HUNTERSVILLE

CON 49485.3.1

FEDERAL-AID NUMBER: 1007044

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,746,000

THIS 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, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Huntersville Greenway, Torrence Creek Greenway to , hereinafter referred to as the Project, in Mecklenburg County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,746,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; 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 (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

Project consists of the construction of The Park – Huntersville Greenway, which is approximately 1.6 miles. The multi-use path will create an off-road connection between the existing Torrence Creek Greenway, The Park – Huntersville businesses & multi-family homes, and Reese Boulevard. The multi-use path typical section will consist of 5-7 ft. planting strip and a 10 ft. wide path, the off-street trail typical section will consist of 12 ft. wide path.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Surface Transportation Block Grant Program (BGDA). The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (50%) of eligible expenses incurred by the Municipality up to a maximum amount of One Million Seven Hundred Forty-Six Thousand Dollars (\$1,746,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$1,746,000	50 %	\$1,746,000	50 %
Total Estimated Cost		\$3,492,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$349,200 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in

writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required

thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections

133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules

and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.

- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this

Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Huntersville Greenway, Torrence Creek Greenway to , or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,746,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the

Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies 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 Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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.

TOWN OF HUNTERSVILLE

BY: _____

TITLE: _____

DATE: _____

NCGS 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.

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

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Huntersville

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ September 8, 2022 (Date)



CRTPO 2020-2029 TIP Amendments

January 2022 TCC & Board Meetings

TABLE 2: TIP Deletions

TIP/STIP No.	Jurisdiction/Project Name/Limits	Category	Amendment Description	Funding Type	Current Phase	Funding Amt	FY
P-5749	Monroe	Freight Rail Project	Remove project at the request of NCDOT's Rail Division.	DP	Right-of-Way	\$30,000	2025
	CSX SF Line - Construct extension of Richardson Creek Siding		Federal CRISI grant funding to be applied to P-5750A.	St.Hwy.Tr.Fd.	Right-of-Way	\$150,000	2025
				DP	Construction	\$1,037,000	2026
				St.Hwy.Tr.Fd.	Construction	\$4,147,000	2026
				DP	Construction	\$1,037,000	2027
				St.Hwy.Tr.Fd.	Construction	\$4,147,000	2027
				DP	Construction	\$1,036,000	2028
				St.Hwy.Tr.Fd.	Construction	\$4,146,000	2028

TABLE 3: TIP Amendments

TIP/STIP No.	Jurisdiction/Project Name/Limits	Category	Amendment Description	Funding Type	Current Phase	Funding Amt	FY
BL-0009	Mooresville	Non-Highway (Bike & Ped)	Accelerate preliminary engineering from FY 25 to FY 23 at the request of CRTPO.	Local Match	Engineering	\$28,000	2023
	North Main St Sidewalk (Pine St - N Main St Park)			BGDA	Engineering	\$110,000	2023
				Local Match	Right-of-Way	\$124,000	2024
				BGDA	Right-of-Way	\$493,000	2024
				Local Match	Construction	\$147,000	2025
BL-0010	Huntersville	Non-Highway (Bike & Ped)	Accelerate preliminary engineering from FY 25 to FY 23 at the request of CRTPO.	Local Match	Engineering	\$140,000	2023
	The Park - Huntersville			BGDA	Engineering	\$140,000	2023
	Greenway MUP (Torrence Creek			Local Match	Right-of-Way	\$258,000	2024
	Greenway - Mt. Holly-			BGDA	Right-of-Way	\$258,000	2024
	Huntersville Rd)			Local Match	Construction	\$1,348,000	2026
				BGDA	Construction	\$1,348,000	2026
BL-0011	Marshville	Non-Highway (Bike & Ped)	Accelerate preliminary engineering from FY 25 to FY 23 at the request of CRTPO.	Local Match	Engineering	\$13,000	2023
	Union St Roadway			BGDA	Engineering	\$50,000	2023
	Improvements & Sidewalk (Olive Branch Rd - Park Dr)			Local Match	Construction	\$67,000	2024
				BGDA	Construction	\$268,000	2024



The Park – Huntersville Greenway
Town of Huntersville
CRTPO Application – 2020

Project Description

The Park – Huntersville Greenway, which is approximately 1.6 miles, will create an off-road connection between the existing Torrence Creek Greenway, The Park – Huntersville businesses & multi-family homes, and Reese Boulevard. The side path typical section will consist of 5-7 ft. planting strip and a 10 ft. wide path, the off-street trail typical section will consist of 12 ft. wide path.

The alignment has changed a bit from the 2014 Greenway Master Plan, which had it running under interstate 77. The alignment also includes an underpass beneath McCoy Rd. and 3 at-grade crossings of Reese Blvd. The Greenway will create a connection to Cedarfield and Melbourne neighborhoods to The Park – Huntersville and now connects to Reese Blvd near Waterford Apartments. This project will also complete a Greenway, Trail, and Bikeway Commission priority project from the 30x30 vision. Which is connecting 30,000 residents by the year 2030.

This Greenway will be the product of public & private partnerships. A developer near Waterford Apartments (Reese Blvd & Mt. Holly-Huntersville Rd) plans to build a portion of the greenway as part of a new development. The Park – Huntersville Property Owners Association (POA) is willing to provide easements for the greenway on properties they own, which in turn would help with cost sharing for ROW.

The Park – Huntersville “peanut” is highly used for exercising, biking & walking/jogging. This greenway will give a safe off-road option for those that may not be comfortable with the on-road facility. It will also pull some walkers off the “peanut”, which will in turn make it a safer facility for bike riders.

Tracy Houk, CPRP
Town of Huntersville
Parks and Recreation Asst. Director
704-766-2227
thouk@huntersville.org



THE PARK – HUNTERSVILLE GREENWAY

BETWEEN MCCOY ROAD AND MT. HOLLY HUNTERSVILLE ROAD

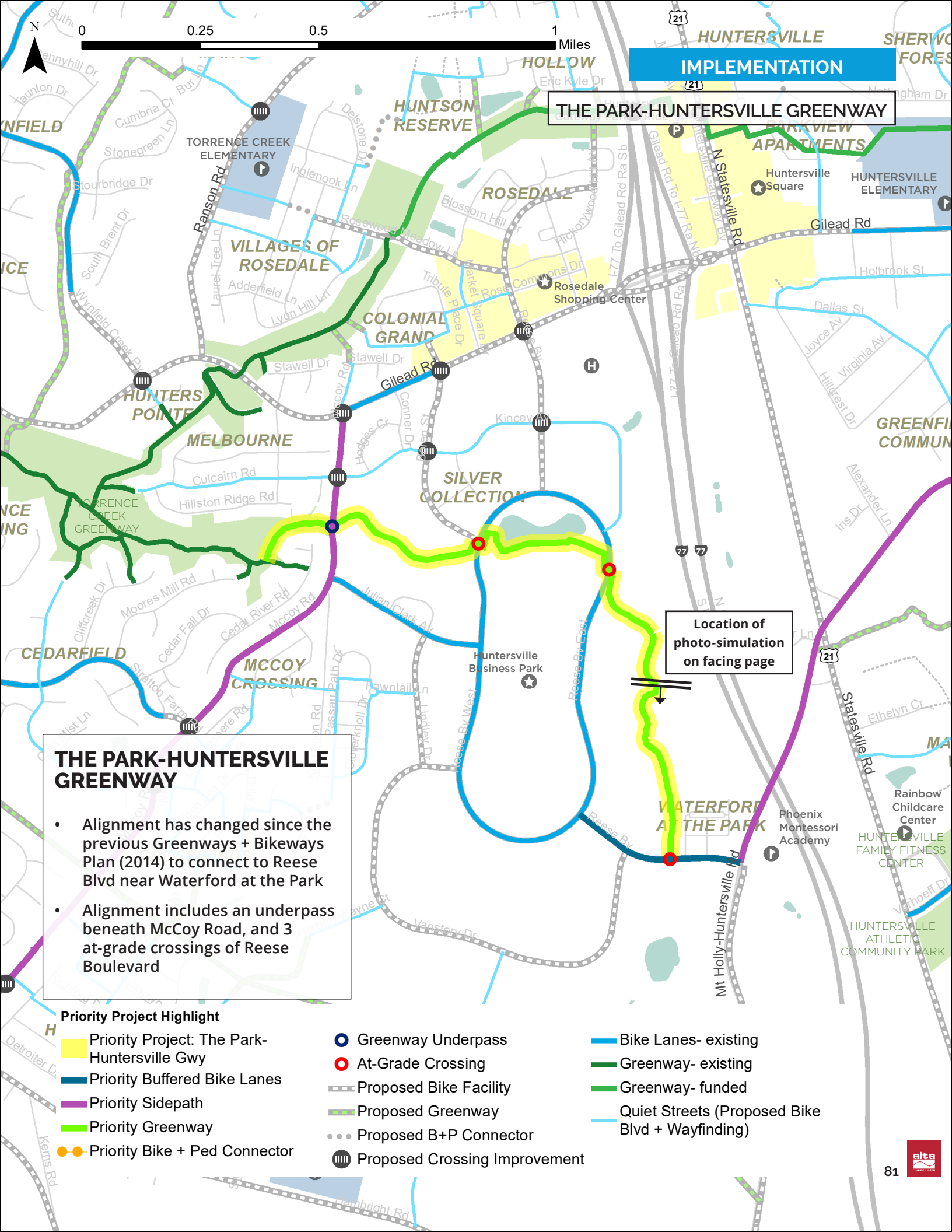


This greenway will:

- Create an off-road connection between the existing Torrence Creek Greenway and the Huntersville Business Park and Reese Boulevard
- Connect the Cedarfield and Melbourne neighborhoods to the Huntersville Business Park and to the McCoy Road and Reese Boulevard + Mt. Holly-Huntersville priority projects (see previous pages)
- Complete a Vision 30x30 Priority I section of greenway

Details

- Approximately 1.6 miles of greenway
- One underpass beneath McCoy Road
- Three at-grade crossings of Reese Boulevard



IMPLEMENTATION

THE PARK-HUNTERSVILLE GREENWAY

THE PARK-HUNTERSVILLE GREENWAY

- Alignment has changed since the previous Greenways + Bikeways Plan (2014) to connect to Reese Blvd near Waterford at the Park
- Alignment includes an underpass beneath McCoy Road, and 3 at-grade crossings of Reese Boulevard

Priority Project Highlight

- Priority Project: The Park-Huntersville Gwy
- Priority Buffered Bike Lanes
- Priority Sidepath
- Priority Greenway
- Priority Bike + Ped Connector

- Greenway Underpass
- At-Grade Crossing
- Proposed Bike Facility
- Proposed Greenway
- Proposed B+P Connector
- Proposed Crossing Improvement

- Bike Lanes- existing
- Greenway- existing
- Greenway- funded
- Quiet Streets (Proposed Bike Blvd + Wayfinding)

Location of photo-simulation on facing page

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Michael Jaycocks, Director of Parks & Recreation

Date: October 3, 2022

Subject: Approve Veterans Day Parade Road Closure

EXPLAIN REQUEST:

Approve road closure for the Veterans Day Parade and Ceremony on Saturday, November 12, 2022.

ACTION RECOMMENDED:

Approve Road Closure for Veterans Day Parade and Ceremony.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Veterans Day Road Closure Request 2022 Final



**AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED
ROADS FOR A SPECIAL EVENT ORGANIZED BY
THE TOWN OF HUNTERSVILLE, NC**

WHEREAS, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

WHEREAS, the Town of Huntersville will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and 2) impact or be impacted by planned maintenance or other activities, and

WHEREAS, the Town of Huntersville will sponsor and hold its annual Veterans' Day celebration on November 12, 2022; and

WHEREAS, this event will require the temporary closing of 1) Old Statesville Rd (NC 115) between Mt. Holly-Huntersville Rd and Sherwood Dr. 2) Gilead Rd/Huntersville-Concord Rd between Sherwood Dr and Main St. 3) Maxwell Ave from Huntersville-Concord Rd to N. Old Statesville Rd (NC 115). 4) Main St between Huntersville-Concord Rd and Bigham St. will be closed from 8 a.m. – 11 a.m. 5) Maxwell Ave and Main St (between Huntersville-Concord Rd and Old Statesville Rd) to vehicular traffic from 8 a.m. – 1:00 p.m. on November 12, 2022. See map attached as reference.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes to temporarily close the above mentioned town and state-maintained roads for a special event per the attached map.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution;
3. This Resolution shall be effective as of the date its adoption.

Adopted this 3rd day of October 2022.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

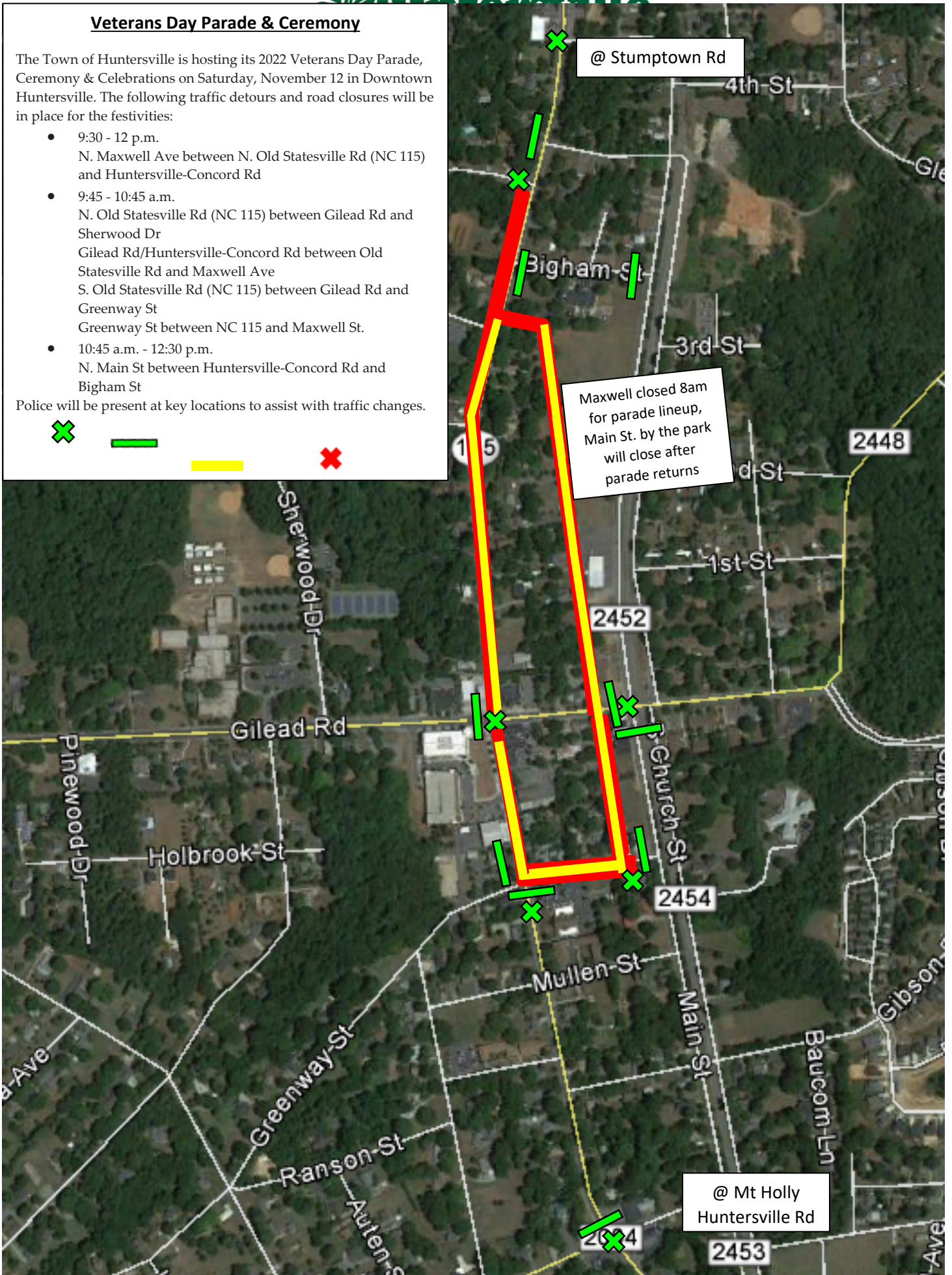
Town Attorney

Veterans Day Parade & Ceremony

The Town of Huntersville is hosting its 2022 Veterans Day Parade, Ceremony & Celebrations on Saturday, November 12 in Downtown Huntersville. The following traffic detours and road closures will be in place for the festivities:

- 9:30 - 12 p.m.
N. Maxwell Ave between N. Old Statesville Rd (NC 115) and Huntersville-Concord Rd
- 9:45 - 10:45 a.m.
N. Old Statesville Rd (NC 115) between Gilead Rd and Sherwood Dr
Gilead Rd/Huntersville-Concord Rd between Old Statesville Rd and Maxwell Ave
S. Old Statesville Rd (NC 115) between Gilead Rd and Greenway St
Greenway St between NC 115 and Maxwell St.
- 10:45 a.m. - 12:30 p.m.
N. Main St between Huntersville-Concord Rd and Bigham St

Police will be present at key locations to assist with traffic changes.



@ Stumptown Rd

Maxwell closed 8am
for parade lineup,
Main St. by the park
will close after
parade returns

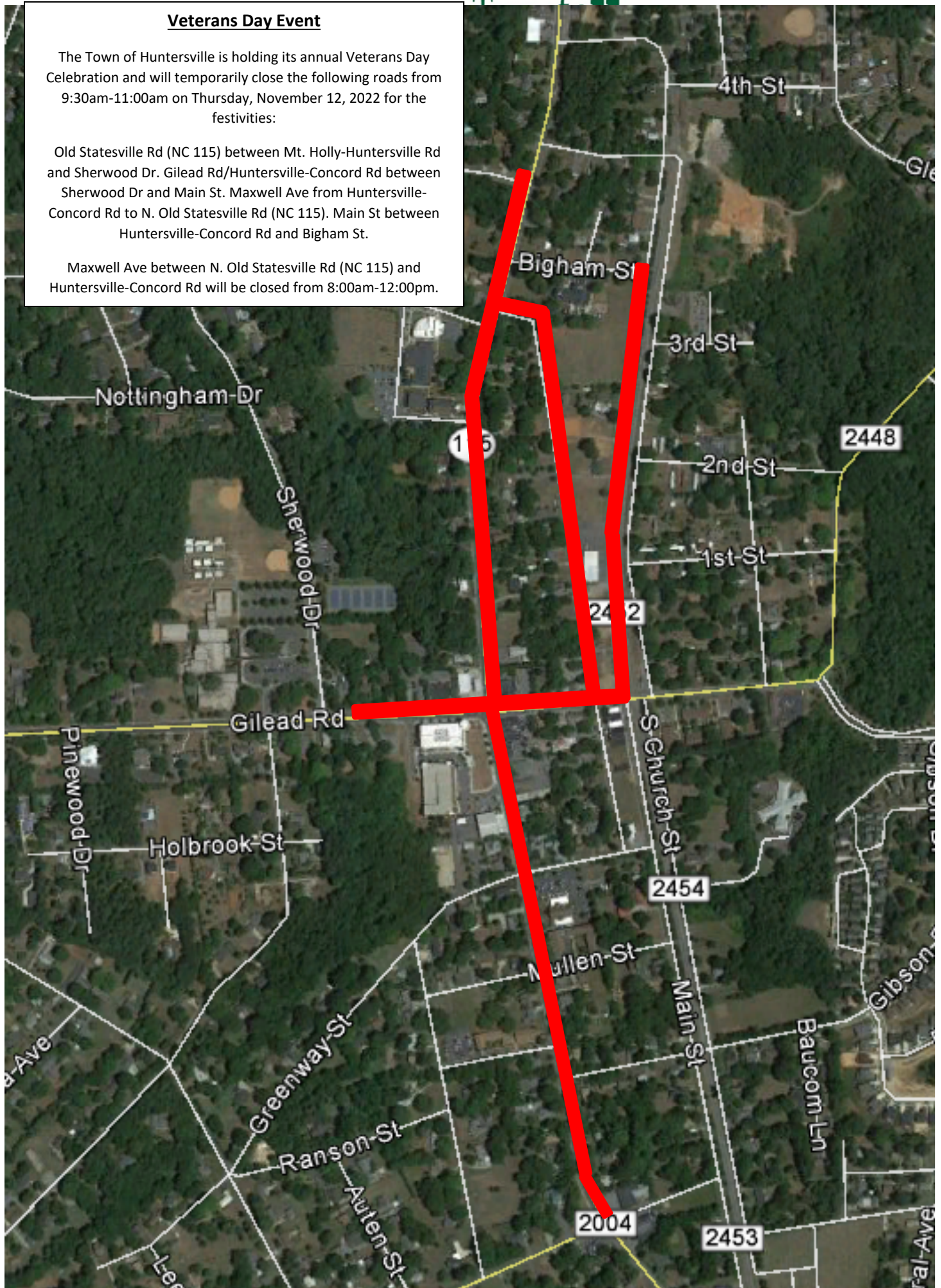
@ Mt Holly
Huntersville Rd

Veterans Day Event

The Town of Huntersville is holding its annual Veterans Day Celebration and will temporarily close the following roads from 9:30am-11:00am on Thursday, November 12, 2022 for the festivities:

Old Statesville Rd (NC 115) between Mt. Holly-Huntersville Rd and Sherwood Dr. Gilead Rd/Huntersville-Concord Rd between Sherwood Dr and Main St. Maxwell Ave from Huntersville-Concord Rd to N. Old Statesville Rd (NC 115). Main St between Huntersville-Concord Rd and Bigham St.

Maxwell Ave between N. Old Statesville Rd (NC 115) and Huntersville-Concord Rd will be closed from 8:00am-12:00pm.



**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Kayleigh Mielenz, Planner I

Date: October 3, 2022

Subject: Call Public Hearing Designating Historic Landmark "Cowan's Ford-Davidson College Monument"

EXPLAIN REQUEST:

Call a public hearing for Monday, October 17th, 2022 at 6:00 p.m. at Huntersville Town Hall on the question of designating as an Historic Landmark a structure known as the "Cowan's Ford-Davidson College Monument," including the monument in its entirety and a fifteen (15) foot radius of the land immediately surrounding the monument, measured in each direction from the central point of the monument, all as associated with the property listed under Tax Parcel Number 00902102 in the Mecklenburg County Tax Office, Charlotte, NC. The monument, standing near the intersection of Brown Mill and Beatties Ford Roads, is associated with the property located at 14910 NC 73 Highway, Huntersville, N.C., which is owned by MDHB Properties LLC.

ACTION RECOMMENDED:

Call Public Hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Kayleigh Mielenz, Planner I

Date: October 3, 2022

Subject: Public Hearing - Historic Designation of General William Lee Davidson Monument

EXPLAIN REQUEST:

Call a public hearing for Monday, October 17th, 2022 at 6:00 p.m. at Huntersville Town Hall on the question of designating as an Historic Landmark a structure known as the "General William Lee Davidson Monument," including the monument in its entirety and a forty (40) foot radius of the land immediately surrounding the monument, measured in each direction from the central point of the monument, all as situated on the property listed under Tax Parcel Number 01315102 in the Mecklenburg County Tax Office, Charlotte, NC. The monument stands on property located at 5455 Cashion Road, Huntersville, NC, and owned by Duke Power Company.

ACTION RECOMMENDED:

Call the Public Hearing.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Kayleigh Mielenz, Planner I

Date: October 3, 2022

Subject: Public Hearing - Historic Designation of Rural Hill Directional Marker

EXPLAIN REQUEST:

Call a public hearing for Monday, October 17th, 2022 at 6:00 p.m. at Huntersville Town Hall on the question of designating as an Historic Landmark a structure known as the "Rural Hill Directional Marker," including the marker in its entirety and a thirty-eight (38) foot radius of the land immediately surrounding the marker, measured in each direction from the central point of the marker, all as situated on the property listed under Tax Parcel Number 01301250 in the Mecklenburg County Tax Office, Charlotte, NC. The marker stands at the intersection of Beatties Ford and Neck Roads on property located at 6645 Neck Road, Huntersville, NC, and owned by Herseng Yang.

ACTION RECOMMENDED:

Call Public Hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Jesse James, Senior Planner

Date: October 3, 2022

Subject: Public Hearing on Petition #R22-04

EXPLAIN REQUEST:

Conduct a Public Hearing on Petition #R22-04, a request by Jeremy Martin to rezone +/- 1.29 acres located at 15901 Cramur Drive (Parcel 00102370) from Neighborhood Center (NC) and General Residential (GR) to Highway Commercial-Conditional District (HC-CD). ** Applicant requests to continue public hearing to January 3, 2023**

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Re Ultimate Gym

From: Susan Irvin <susan@irvinlawgroup.com>
Sent: Friday, September 16, 2022 1:17 PM
To: Jesse James
Cc: Jeremy Martin; David Lutz; Robert Irvin; Rachel
Subject: Re: Ultimate Gym

CAUTION: This email originated from outside of the organization. Do not click links or open attachments

unless you recognize the sender and know the content is safe.

Hi, Jesse, thank you for the email. I did talk with Brian yesterday and we are requesting a continuance to January for the conditional zoning public hearing. David Lutz is going to file an amended application to the change of use request along with the revised change of use plan that addresses first round comments to the change of use plan.

I believe Brian said he would look into whether that revised change of use plan can be treated as a second round review of the change of use plan that was already submitted.

I am copying David and Jeremy to let them know about my discussion with Brian. Our course moving forward, then, will be to process the change of use plan so that Jeremy can open his business without the field. In January, we will pick up the rezoning again and pursue the outdoor field at that time. Please let me know if you have any questions. Many thanks,

SUSAN IRVIN | ATTORNEY
office: 19726 Zion Ave., Cornelius
28031
mailing: P.O. Box
2376, Davidson 28036
p: 704.896.0820 c: 704.724.6763
<http://www.irvinlawgroup.com>

On Sep 16, 2022, at 1:03 PM, Jesse James <jjames@huntersville.org> wrote:

Susan,

Happy Friday- I believe your client had spoken with Brian on Wednesday and said you all had agreed to continue the Public Hearing to a later date and use the current plan in now as a Commercial Site plan under NC zoning? I am trying to wrap up my reports and this is still pending. Thank you.

Jesse James, AICP, CZO

Principal Planner
Huntersville Planning Dept.
105 Gilead Rd 3rd Floor
Huntersville, NC 28078

Mailing address
PO BOX 664
Huntersville, NC 28070
Ph 704 766 2212
Fx 704 992 5528
jjames@huntersville.org

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**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Jesse James, Senior Planner

Date: October 3, 2022

Subject: Public Hearing on Petition #R22-03

EXPLAIN REQUEST:

Conduct a Public Hearing on Petition #R22-03, a request by Alan Spragins for Hawthorn Devco, LLC to rezone +/- 9.219 acres located at 6925 April Mist Trail (Parcel 01516113) at the corner of Beatties Ford Road and April Mist Trail from Highway Commercial-Conditional District (HC-CD) to Neighborhood Residential-Conditional District (NR-CD).

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

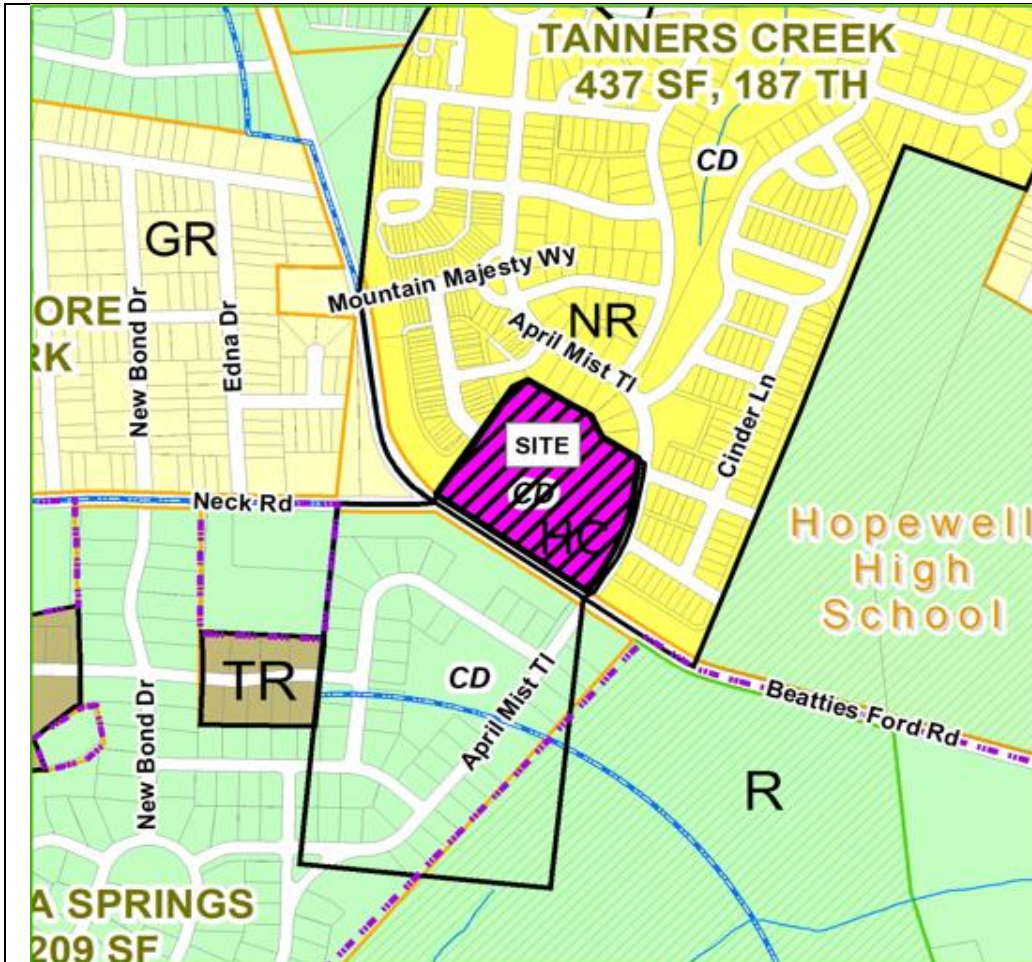
N/A

ATTACHMENTS:

1. R22-03 PH 10 3 22 Staff Report 1
2. A- Rezoning Application
3. B-Proposed CD Rezoning Plan
4. C-Charlotte Willingness to Serve Letter
5. D-Neighborhood Meeting Report
6. E-TIA Determination
7. F-RBB-07-015 Court Filing Summary

Petition R22-03 Huntersville Retirement Residence

PART 1: PROJECT SUMMARY



Applicant: Alan Spragins, Hawthorn Devco, LLC

Property Owner: Same

Property Address: 6925 April Mist Trail

Project Size: (+/-) 9.219 Acres

Parcel Numbers: 01516113

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

Current Land Use: Vacant

Proposed Zoning: Neighborhood Residential Conditional District (NR-CD)

Proposed Land Use: Congregate Housing 148 unit

1. Purpose: Rezone 9.219-acres at 6925 April Mist Trail at the corner of Beatties Ford Road and April Mist Trail from Highway Commercial-Conditional District(HC-CD) to Neighborhood Residential-Conditional District(NR-CD) to accommodate for a proposed 3-story, 148 unit congregate senior living development. NR is being proposed for its proximity to adjacent NR zoning and its permitted use allowance of congregate housing.
2. Congregate Housing is not a permitted land use in the Highway Commercial District. The use is permitted in NR with the Civic building type. Congregate housing is defined as dependent or independent living facilities for the elderly; dormitories, orphanages, and similar uses, but not including group homes. Hawthorn's Huntersville Retirement Residence concept includes services for meal preparation, housekeeping, scheduled activities, transportation, and other amenities not typically provided at typical market rate non-age restricted apartment development.
3. The parcel was originally Zoned HC-CD by Mecklenburg County and approved for a mixed use development in 1991. In 2006 the land owner petitioned the Town to swap the vested rights and zoning under this parcel for another parcel at the corner of Beatties Ford Road and Hambright Road with petitions R06-01 and R06-14. These were approved by the Town and later in 2007 Court Filing RBB-07-015 Barringer, et al Vs. Latta Village Rezoning reversed this approval to revert all vesting and zoning back to the original HC-CD and vested plan within its original approval.
4. Adjoining Zoning and Land Uses.
North: Neighborhood Residential Conditional District– Single Family Residential
South: Rural Conditional District- Single Family Residential

East: Neighborhood Residential Conditional District- Single Family Residential

West: Neighborhood Residential Conditional District- Multi-Family Attached Residential.

5. A neighborhood meeting was held on Tuesday, August 30, 2022 and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment D).
6. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Beatties Ford Road, April Mist Trail and Cane Branch Way.

PART 2: REZONING/SITE PLAN



The proposed Conditional District Rezoning Plan is generally compliant with the Zoning Regulations. Significant elements include:

- The proposal is for a single building three story Congregate Housing senior living development with 148 units fronting April Mist Trail.
- Article 3.2.4(d) states that “1) Along existing streets, new buildings shall respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.
 - New buildings which adhere to the scale, massing, volume, spacing, and setback of existing buildings along fronting streets exhibit demonstrable compatibility.
 - New buildings which exceed the scale and volume of existing buildings may demonstrate compatibility by **varying the massing of buildings to reduce perceived scale and volume.**” The applicant has proposed to break up the building massing with modulating building walls and varying roof pitches. This is seen most clearly by the proposed site plan above and the elevation provided below.



(A) VIEW FROM APRIL MIST TRAIL LOOKING SOUTH WEST
SCALE: N.T.S.

- Article 4: Lot Building Types-(Civic) states: "In most cases, the build-to line will range from 0 to 25 feet behind street ROW. Special site conditions such as topography, lot width, or provision of a **green or plaza will permit a larger building setback.**" The applicant has proposed a plaza seen below along the public frontage on April Mist trail to allow for an increased setback.



- The 100 foot natural buffer prescribed in the Beatties Ford Road Corridor Small Area Plan(SAP) have been provided in the plan as well as a the addition of a 10 foot wide multi-purpose path that is a critical element of the approved SAP.
- Minimum Tree Preservation (canopy tree save) for Neighborhood Residential is 10%. The applicant is proposing to save 20.69% of the existing canopy.
- Minimum Tree Preservation (specimen tree save) for Neighborhood Residential is 10%. The Rezoning Plan saves 10% of existing specimen trees.
- There are no identified Heritage Trees on site.
- Planning, Transportation, and Storm Water Engineering staff have minor site plan comments outstanding that need to be addressed prior to final plan approval.

- No Ordinance Modifications are proposed. The applicant is working out one minor street tree placement detail along April Mist Trail that currently does not meet the ordinance, however, the applicant has agreed to meet, or exceed the street tree placement requirements and ask for no modifications to the ordinance.

PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis (TIA)

The Application for Determination was submitted on 6/1/22 and is based on a 150 residential unit congregate care facility. No TIA is required.

PART 4: REZONING CRITERIA

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



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

- **Policy LU 2.1: Higher intensity residential uses will be focused generally within 2 miles of the I77/NC115 corridor and *future activity centers in the eastern and western areas of Huntersville zoning jurisdiction.***
Comment: This project will provide a higher intensity residential use in the activity center shown above on the 2040 Community Plan Future Land Use map.
- **Policy LU 10.5: Facilitate the creation of and provide guidelines for senior and age-restricted housing.**
-New, larger-scale senior housing structures (e.g. congregate care facilities, apartments and condos) should be located within Mixed-Use Centers, **Activity Centers**, or the Town Core future land use areas and should have a maximum height of 4 stories.
Comment: This project is being proposed in an Activity Center according to the Future Land Use Map.

- **Policy EOS-6: Preserve elements of rural character.**

EOS 6.1: Enforce existing standards and evaluate new design standards to **preserve the character of scenic country roads.**

-McCauley Road, Black Farms Road, **Beatties Ford Road**, and Ramah Church Road have been identified as scenic resources and should have corridor-specific design controls that **preserve scenic beauty.**

-Current regulations require a preserved buffer of trees in some areas and open space requirements encourage the protection of key features, such as views, fields and historical structures.

-Additional controls might include viewshed protections, additional landscaping buffers or open space or screening requirements, use restrictions, density restrictions, or higher setbacks along the roadway.

-Planned roadway improvements should be evaluated for adherence to previous planning efforts

-For instance, **the planned cross-section for Beatties Ford Road includes a 100ft buffer and multi-use trail**

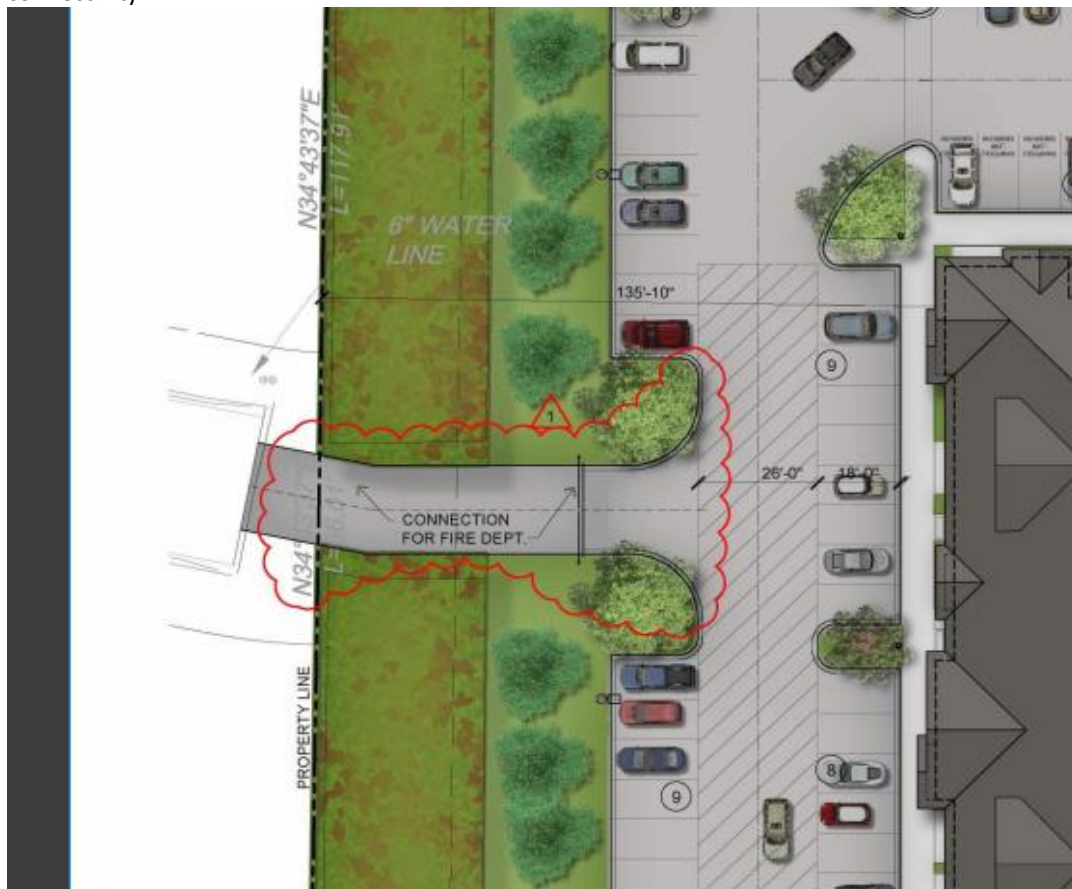
Comment: This proposal includes a 100ft buffer along Beatties Ford Road and a 10ft multi use trail/path.

- **Policy PS-5: Coordinate with the police and fire department to address public safety issues related to the design of the built environment.**

-PS 5.1: Work with the fire department on the design of new streets and neighborhoods

-Ensure adequate clearance for fire engines

Comment: Although this project does not create new public streets, the proposal does increase fire access to the adjacent Cane Branch Way local street system through the proposed development to allow for fire/public safety connectivity.



- **Beatties Ford Road Corridor Small Area Plan- Corridor Design and Open Space and Preservation Recommendations.**

Comment: Plan calls for multi-purpose trails and 100 foot buffers along Beatties Ford Road, which this proposal provides.

Staff Comment- Staff finds the proposed use ***not consistent*** with the following policies of the 2040 Huntersville Community Plan:

- **Policy LU-6: Support a mix of land uses in key locations.**

LU 6.1: A mix of land uses is encouraged in Mixed Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.

Comment: This proposal does not support the mix of land uses in the subject Activity Center mentioned previously. The addition of this project with the pairing of the adjacent single family and townhome uses within it takes away the commercial land use aspect of a mix of land uses. This project does, however, add an element of diversifying the housing options in that region of town by opening options for senior living. Furthermore, commercial uses generally locate at the intersection of two thoroughfares, this property does not. The property has been zoned to allow for commercial uses since 1991 and no commercial development has occurred since then.

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

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

STAFF COMMENT:

The proposed rezoning for The Huntersville Retirement Residence is consistent with the overall character of the surrounding area. The preservation of the one-hundred-foot natural buffer along Beatties Ford Road allows the area in the vicinity of this property to keep its rural, visual appeal intact. This project also increases the diversity of housing options in the area.

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

STAFF COMMENT:

There is no indication this project will have a negative impact on public facilities and or services.

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

STAFF COMMENT:

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

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R22-03, Huntersville Retirement Residence, staff recommends approval as submitted as the proposal is consistent with the Huntersville 2040 Community Plan policies LU 2.1, 10.5, EOS-6, and PS-5.1 as well as the design recommendations within the Beatties Ford Road Corridor Small Area Plan. Although this project does not provide the mix of land uses detailed in Policy LU-6 by removing commercial uses in this Activity Center, it does diversify the housing option and further, it is consistent with the surrounding neighborhood’s character by preserving the rural landscape of the Beatties Ford Road Corridor.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for October 6, 2022.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board Meeting is scheduled for October 25, 2022.

PART 8: TOWN BOARD RECOMMENDATION

Town Board Meeting is scheduled for November 21, 2022.

PART 9: ATTACHMENTS

- A – Rezoning Application
- B – Proposed CD Rezoning Plan
- C – Charlotte Willingness To Serve Letter
- D – Neighborhood Meeting Report (8-30-22)
- E- TIA Determination
- F- RBB-07-015 Court Filing Summary

PART 10: CONSISTENCY STATEMENT – R22-03 Huntersville Retirement Residence

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R22-03, Huntersville Retirement Residence, staff recommends approval as submitted as the proposal is consistent with the Huntersville 2040 Community Plan policies LU 2.1, 10.5, EOS-6, and PS-5.1 as well as the design recommendations within the Beatties Ford Road Corridor Small Area Plan. Although this project does not provide the mix of land uses detailed in Policy LU-6 by removing commercial uses in this Activity Center, it does diversify the housing option and further, it is consistent with the surrounding neighborhood's character by preserving the rural landscape of the Beatties Ford Road Corridor. <u>It is reasonable and in the public interest to approve the Rezoning Plan because the rezoning is consistent with the envisioned use and development pattern set forth in the 2040 Community Plan.</u>	APPROVAL:	APPROVAL:
	DENIAL:	DENIAL:

OPERATING AGREEMENT OF HAWTHORN DEVCO LLC

This Operating Agreement (the "Agreement") of HAWTHORN DEVCO LLC, a Washington limited liability company, is entered into by and between HAWTHORN DEVCO LLC and HAWTHORN IL PROPCO, LP, the sole initial member (the "Member").

ARTICLE I. Formation of Company

1.1. **Name.** The name of the limited liability company (the "Company") is HAWTHORN DEVCO LLC.

1.2. **Formation.** The Company was formed on October 27, 2017 pursuant to the Washington Limited Liability Company Act (the "Act") when its Certificate of Formation ("Certificate") was filed with the office of the Secretary of State of the State of Washington.

1.3. **Principal Place of Business.** The Company's principal place of business is 9310 NE Vancouver Mall Dr., Suite 200, Vancouver, Washington.

1.4. **Registered Agent.** The Company's registered agent in Washington is DBN Administrative Services LLC, 601 S 74th PL, Ridgefield, Washington 98642. The registered agent may be changed by the Member as provided in the Act.

1.5. **Defects as to Formalities.** A failure to observe any formalities or requirements of this Agreement, the Certificate or the Act shall not be grounds for imposing personal liability on the Member for the liabilities of the Company.

ARTICLE II. Business of Company

The business of the Company shall be to carry on any lawful business or activity which may be conducted by a limited liability company organized under the Act.

ARTICLE III. Member, Contribution, and Management

3.1. **Name and Address of Member.** The Member's name and address is Hawthorn IL Propco, LP, 9310 NE Vancouver Mall Dr., Suite 200, Vancouver, Washington 98662.

3.2. **Contribution.** The Member shall make the contribution set forth in Exhibit A attached hereto. No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided in this Agreement. The Member may, at the Member's sole discretion, make additional contributions, but, notwithstanding anything to the contrary in this Agreement, the Member shall have no obligation to

do so.

3.3 Management and Powers of Manager. The business and affairs of the Company will be managed by one manager (the "Manager"), Hawthorn IL Propco, LP. The Manager is authorized and directed to manage and control the business of the Company. Except for situations in which the approval of the Member is expressly required by this Agreement or by non-waivable provisions of the Act, the Manager has full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Without limiting the generality of the foregoing, the Manager shall have the power and authority on behalf of the Company to:

- (a) Acquire any real or personal property from any Person, whether or not such Person is directly or indirectly affiliated or connected with the Manager or any Member;
- (b) Borrow money for the Company from banks, other lending institutions, the Manager, Members, or Affiliates of the Manager or Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, mortgage, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;
- (c) Loan money and enter into any deed, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate security agreement or any and all other agreements on behalf of the Company, in such forms as the Manager may approve;
- (d) Prepay, in whole or in part, refinance, amend, modify or extend any mortgages or trust deeds affecting the assets of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or trust deeds;
- (e) Purchase liability and other insurance to protect the Company's property and business;
- (f) Hold and own Company real and personal properties in the name of the Company;
- (g) Invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;
- (h) Sell, exchange or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of, or a cause of a default under, any other agreement to which the Company may be bound;
- (i) Execute on behalf of the Company all instruments and documents, including, without limitation, bank account agreements, checks; drafts; promissory notes and other negotiable instruments; mortgages or deeds of trusts; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments and bills of sale; leases; and any other instruments or documents necessary or desirable to the business of the Company;

(j) Employ employees, accountants, legal counsel, managing agents, tradesmen, contractors, subcontractors or other Persons to perform services for the Company;

(k) Construct, operate, maintain and improve any real and personal property owned by the Company; and

(l) Do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate, which is intended to bind the Company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by the Manager.

3.4 Liability for Performance of Duties; Duty of Care. The Manager shall perform its managerial duties in good faith, in a manner that it reasonably believes to be in the best interests of the Company and its Member, and with such care, including reasonable inquiry, as an ordinarily prudent person in the same position would exercise in similar circumstances. A Manager who so performs the duties of Manager shall not incur any liability to the Company by reason of being or having been the Manager of the Company. In performing its duties, the Manager shall be entitled to rely upon information, reports, opinions, or statements made by or received from the following Persons or groups, provided that the Manager acts in good faith and after a reasonable inquiry when the need therefore is indicated by the circumstances:

(a) Any officer, employee, or other agent of the Company whom the Manager reasonably believes to be trustworthy and competent regarding the matters presented; and

(b) Any attorney, independent accountant, or other professional with regard to matters which the Manager reasonably believes to be within such person's area of expertise or competence.

3.5. Compensation. The Manager shall be reimbursed for all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation for time spent managing the Company, in an amount to be determined from time to time by the Manager.

ARTICLE IV. Taxes

4.1. Elections. The Manager may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time ("Code") or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

4.2. Taxes of Taxing Jurisdictions. To the extent that the laws of any taxing jurisdiction require, the Member will prepare and the Member will execute and submit an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and

that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income, if such agreement is required by the taxing jurisdiction. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of the Member shall be treated as a distribution for purposes of Article 5.

ARTICLE V. Distributions

The Company may make distributions at such times and in such amounts as determined by the Manager, to the extent permitted by law.

ARTICLE VI.

Disposition of Membership Interest and Admission of Assignees and Additional Members

6.1. Disposition. The Member's membership interest is transferable either voluntarily or by operation of law. The Member may dispose of all or a portion of the Member's membership interest. Upon the disposition of a portion of the Member's membership interest, the transferee shall be admitted as a substitute member as to the transferred interest upon the completion of the transfer without further action. Upon the transfer of the Member's entire membership interest (other than a temporary transfer or transfer as a pledge or security interest), the Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.

6.2. Admission of Additional Members. The Manager may, subject to the approval of the Member, admit additional members and determine the capital contributions of such additional members.

ARTICLE VII. Dissolution and Winding Up

7.1. Dissolution. The Company shall be dissolved and its affairs wound up, upon the will of the Member, or at such time as the Company has no members. Notwithstanding any provision of the Act to the contrary, and except as otherwise provided in the immediately preceding sentence, the Company shall continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member or any other event that terminates the continued membership of the Member.

7.2. Effect of Dissolution. Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and a Certificate of Dissolution has been filed with the Secretary of State of the State of Washington.

7.3. Distribution of Assets on Dissolution. Upon the winding up of the Company, the company's assets shall be distributed as follows:

(a) to creditors, including the Member if it is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and

(b) to the Member.

Such distributions shall be in cash, property other than cash, or partly in both, as determined by the Member.

7.4. Winding Up and Certificate of Dissolution. The winding up of a Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonable adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Member. Upon the completion of winding up of the Company, the Member or other person designated by the Member shall deliver a Certificate of Dissolution, setting forth the information required by the Act, to the Secretary of State of the State of Washington for filing. In addition, after the winding up of the Company's affairs has been completed, the Company shall file a Certificate of Dissolution of the Company with the Secretary of State of the State of Washington.

ARTICLE VIII. Miscellaneous Provisions

8.1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Washington and the Act.

8.2. Amendments. This Agreement may be amended or modified from time to time only by a written instrument adopted by the Member and the Company and executed by the Member and the Company.

8.3. Entire Agreement. This Agreement represents the entire agreement between the Member and the Company.

8.4. Rights of Creditors and Third Parties Under Operating Agreement. This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

[Signature Page to Follow]

Executed by the party below and effective as of November 29th, 2017.

COMPANY: HAWTHORN DEVCO LLC

MEMBER:

HAWTHORN IL PROPCO, LP, a Delaware limited partnership, its sole member

By: CP HRG IL REIT I, LLC, a Delaware limited liability company, its general partner

By: 
Alan Spragins, Chief Operating Officer

Exhibit A
Capital Contributions

Name of Member	Capital Contribution	Ownership Percentage
Hawthorn IL Propco, LP	\$10	100%

AUTHORIZATION
and
INCUMBENCY CERTIFICATE
for
HAWTHORN IL PROPCO LP

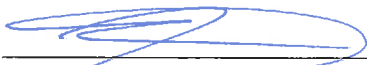
The undersigned hereby certifies that (i) Hawthorn IL PropCo LP, a Delaware limited partnership (the "Cap Purchaser"), is permitted to enter into derivative transactions, including, but not limited to, interest rate swaps, caps and floors for the purposes of hedging ("Hedging Transactions"), (ii) the general partner of Hawthorn IL PropCo LP is CP HRG IL REIT I, LLC, a Delaware limited liability company (the "General Partner"), and the General Partner is authorized to bind the Cap Purchaser in Hedging Transactions, (iii) the person signing below is authorized to transact and bind the General Partner, in its capacity as general partner of the Cap Purchaser, (iv) such person is duly elected to and now holds the office in the General Partner set forth opposite his name, and (v) the signature of such person set forth opposite his name is a true and genuine signature.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Alan Spragins	Chief Operating Officer	

I have hereunto signed my name as of this 20th day of September, 2018.

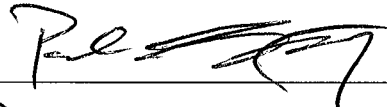
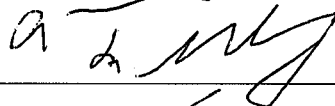
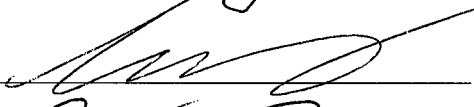
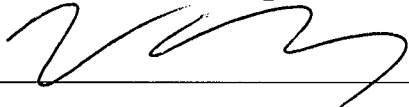
HAWTHORN IL PROPCO LP,
a Delaware limited partnership

By: CP HRG IL REIT I, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Alex Washburn
Title: Chief Executive Officer

**Incumbency Certificate**

I, Jane Hutta, hereby certify that I am the duly elected and currently incumbent Secretary of **SMBC CAPITAL MARKETS, INC.**, a Delaware corporation ("**SMBC-CM**"), and hereby further certify that each of the persons named below is on the date hereof the duly elected and current incumbent of the office of SMBC-CM set forth below his or her name, and the signature appearing to the right of his or her name is his or her genuine signature:

Name and Title	Signature
Paul S. Stolbof Managing Director	
Danny Boodram Director	
Scott M. Garoian Vice President	
Anthony C. Frey Analyst	
Lu Yang Analyst	
Vincent W. Zeng Analyst	

IN WITNESS WHEREOF, the undersigned has set her hand as of the 6th day of August, 2018.


Jane Hutta

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 6th day of August, 2018 before me personally came JANE HUTTA, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.



Notary Public

PATRICIA WHYTE
Notary Public, State of New York
01WH6048767
Qualified in Bronx County
Commission Expires 10/2/2018



Power of Attorney

The undersigned, as Chairman of **SMBC CAPITAL MARKETS, INC.**, a Delaware corporation (the "Corporation"), in furtherance of resolutions of the Corporation's Board of Directors adopted as of November 12, 2014, does hereby revoke all prior powers of attorney in respect of the matters addressed herein (except for the power of attorney of even date herewith in favor of Ryoji Sato, Yasuhiko Aosaka and Masaru Ishikawa as Solely Authorized Signers named therein) and appoint each person listed below, acting jointly with any other person listed below, in each case so long as such person is an officer of the Corporation, as its true and lawful agent and attorney (each, a "Jointly Authorized Signer") to execute and deliver, in the name and on behalf of the Corporation (i) confirmations (including long-form confirmations and related deemed ISDA Master Agreements) and amendments to any of the foregoing, in respect of any cleared or uncleared swap, spot, currency, cross-currency or rate swap, cap, collar, floor, forward, future, option or exchange transaction or agreement, any forward or future rate agreement, any other currency, exchange or rate protection transaction or agreement, any similar transaction or agreement, however described, whether cleared or uncleared, any combination of such transactions or agreements, or any option with respect to any such transactions or agreements; and (ii) any and all additional agreements, documents, certificates and instruments, including, without limitation, conditional and outright assignments of trades, termination of trades and notices of exercise of options as may be, in the judgment of such Jointly Authorized Signers acting jointly, necessary or appropriate to give effect to the delegation of authority set forth in the preceding clause.

Paul S. Stolbof
Danny Boodram
Scott M. Garoian
Anthony C. Frey
Lu Yang
Vincent W. Zeng

It is further declared that the Corporation will, from time to time and at all times, ratify and confirm whatever any Jointly Authorized Signer lawfully does, or causes to be done, pursuant to this Power of Attorney.

IN WITNESS WHEREOF, the undersigned has set his hand as of the 6th day of August, 2018.

Antony Yates
Chairman

HUNTERSVILLE RETIREMENT RESIDENCE

6925 APRIL MIST TRAIL HUNTERSVILLE, NC

PID - 0156113

DATED: JUNE 29, 2022



PROPERTY OWNER:

LATTA VILLAGE LLC,
701 CRESTDALE DR
MATTHEWS NC 28105

**DEVELOPER/
CONTRACT PURCHASER:**

HAWTHORN DEVCO LLC
CONTACT: KRISTI NEZNANSKI
2260 MCGILCHRIST ST SE
SALEM, OR 97302
503-400-9239

ARCHITECT:

LENITY ARCHITECTURE, INC
3150 KETTLE COURT SE
SALEM, OREGON 97301
503-399-1090

LANDSCAPE ARCHITECT:

LENITY ARCHITECTURE, INC
3150 KETTLE COURT SE
SALEM, OREGON 97301
503-399-1090

CIVIL ENGINEER:

TIMMONS GROUP
610 EAST MOREHEAD STREET, SUITE
250 CHARLOTTE, NC 28202
704-227-1563

ARCHITECTURAL SHEET INDEX:

- A0.0 COVER SHEET
- A1.1 SITE PLAN
- A1.2 SITE EXHIBIT - NEIGHBOR DIMENSIONS
- A1.3 SITE EXHIBIT - SECTION AND MISC. DETAILS
- A2.1 FIRST FLOOR PLAN
- A2.2 SECOND FLOOR PLAN
- A2.3 THIRD FLOOR PLAN
- A4.1 EXTERIOR RENDERINGS
- A4.2 EXTERIOR RENDERINGS
- A4.3 EXTERIOR RENDERINGS
- A4.4 EXTERIOR RENDERINGS
- A4.5 EXTERIOR RENDERINGS
- A4.6 EXTERIOR RENDERINGS
- A5.1 EXTERIOR ELEVATIONS

LANDSCAPE SHEET INDEX:

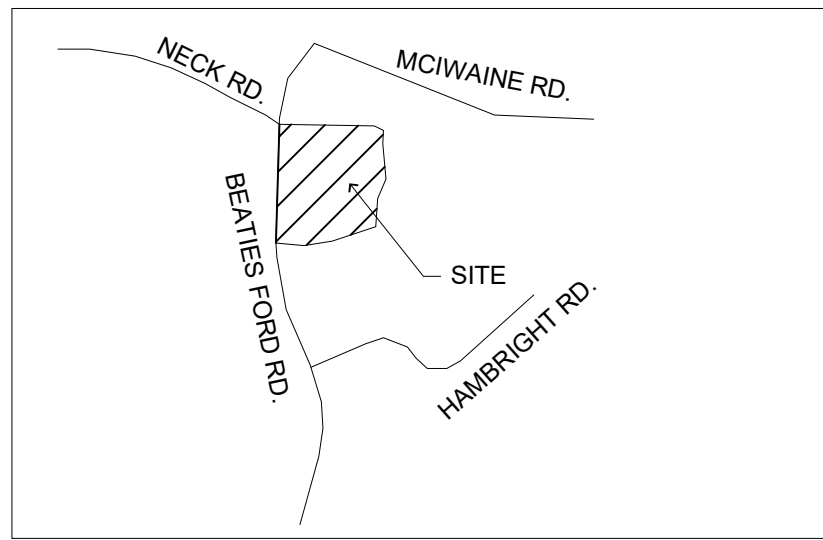
- L1.1 LANDSCAPE PLAN

ELECTRICAL SHEET INDEX:

- ES.0 SITE PHOTOMETRICS
- ES.1 SITE PHOTOMETRICS

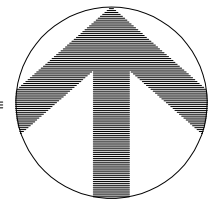
CIVIL SHEET INDEX:

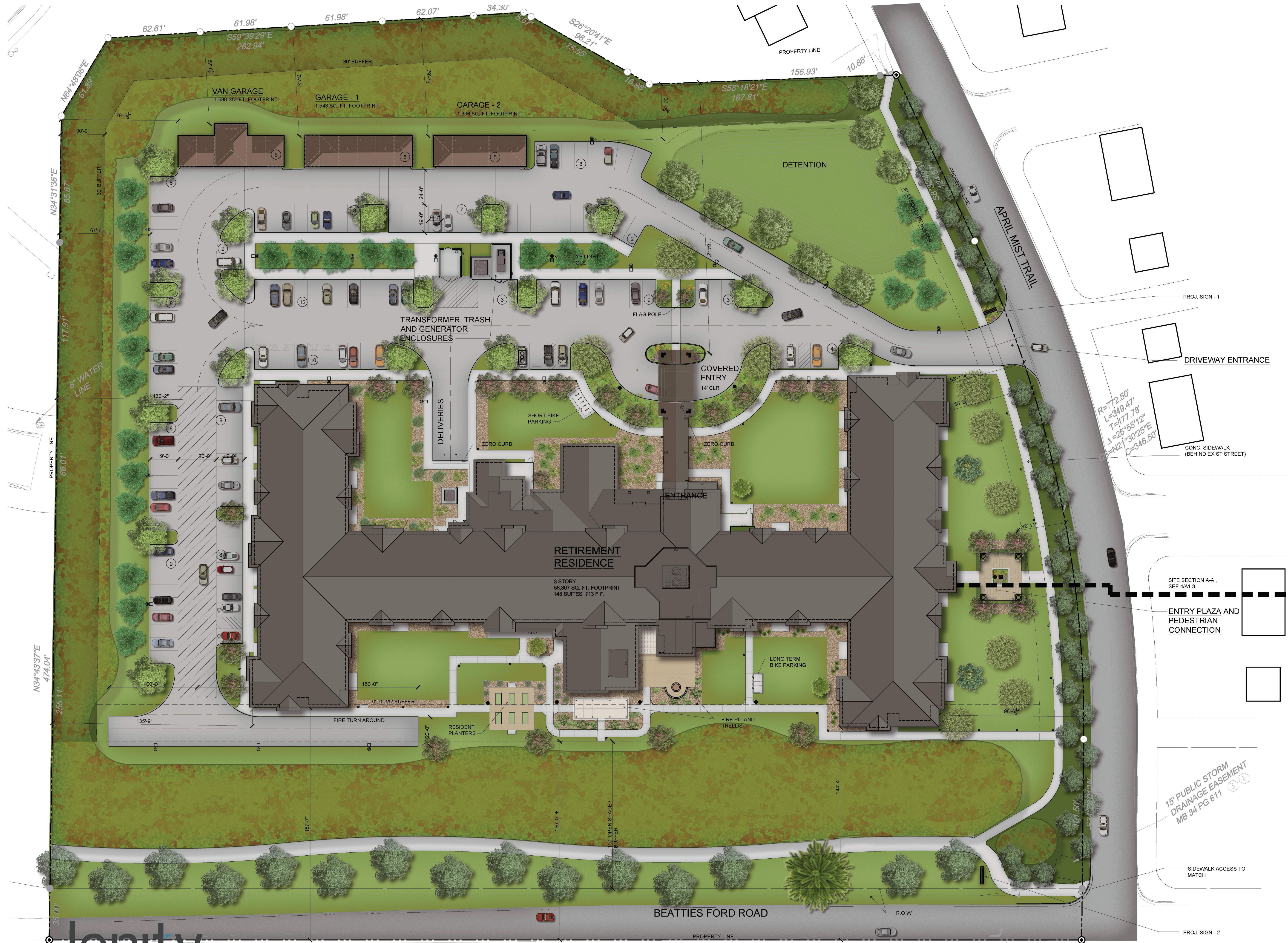
- RZ-000 COVER SHEET
- RZ-100 SURVEY
- RZ-101 TREE SAVE PLAN
- RZ-200 SITE PLAN
- RZ-300 GRADING & STORMWATER PLAN
- RZ-400 VEHICLE MANEUVERING PLAN



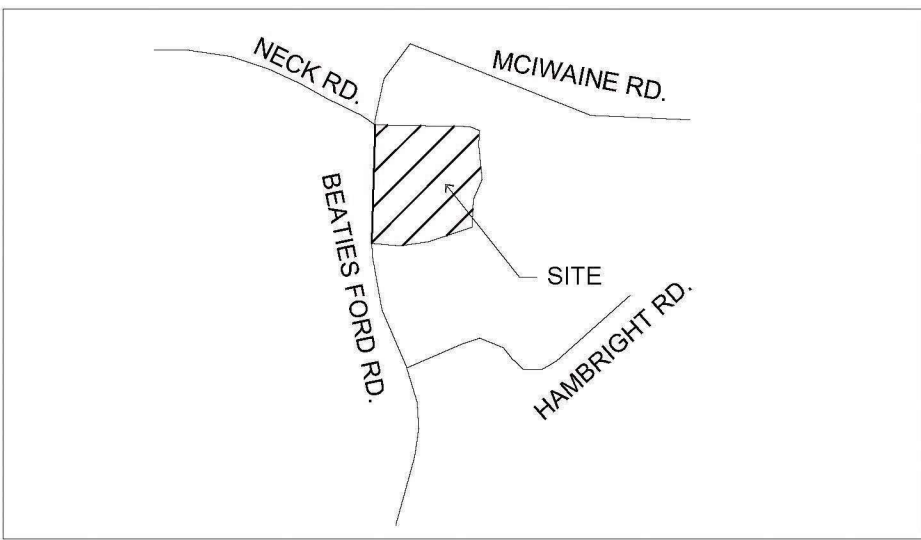
VICINITY MAP

NOT TO SCALE
DATE: 06/29/2022





HUNTERSVILLE, NC



VICINITY MAP
NOT TO SCALE

Site Information

Site Address:	11824 Beatties Ford Road
Parcel Number:	#01516113
Parcel Area:	9.2178 Acres (401,526 SF)

Land Use Summary

Jurisdiction:	Town of Huntersville
Watershed Overlay:	Mecklenburg County
Existing Zoning:	PA-1
Proposed Zoning:	HC (CD) Highway Commercial
Proposed Use:	NR (CD) Neighborhood Residential
Proposed Units:	Congregate Housing (Civic Use)
	148 suites

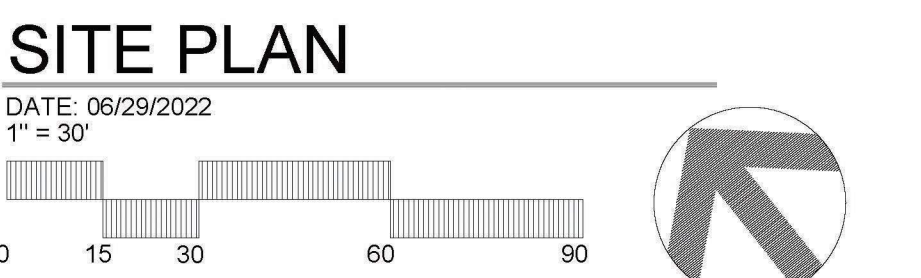
Development Summary

	Required	Proposed
Front build-to line:	0' to 25' behind ROW*	E 55'-1" / S 144'-4"
Side Yard Setback:	NA, see buffers	135'-9"
Rear Yard Setback:	NA, see buffers	184'-2"
Perimeter Buffers:	30'-0" Min for Civic use abutting residential	E 32'-11", N 37'-5 1/2", W 61'-6", 100'-0" from Beatties Ford Road
Tree Save Area:	10% of total site area (existing and planted)	TBD
Building Height:	45'-0" Max 4 stories Max	30'-6" +/- 3 stories
Building Square Footage:	no Max	170,421 sq ft +/-
Building Coverage:	no Max	56,807 sq ft +/-
Landscaped Area:	no Min	131,453 sq ft
Impervious Area:	Per PA-1: 70% Max Built-Up Area with BMP	177,635 sq ft
Open Space:	Open Space Buffer	100' Open Space Buffer adjacent to Beatties Ford Road
Auto Parking**:	No Minimum for Congregate Housing	123 Standard Spaces 05 ADA spaces 15 Garage Spaces 143 Total Spaces
Auto Parking Ratio:	NA	.9 spaces/suite

*Special site conditions such as topography, lot width, or provision of a green or plaza will permit a larger building setbacks.
**Parking is generally located at the rear of the building with limited parking provided at the main entry feature of the building.

Tree Preservation

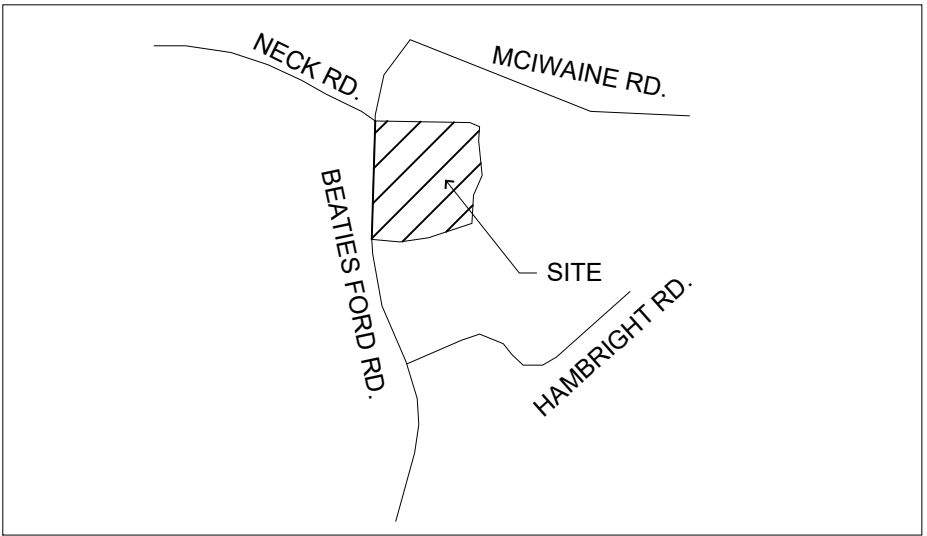
Site Area:	401,526 s.f.
Tree Preservation required (10%):	40,153 s.f.
Tree Preservation area provided:	78,723 s.f. (19.6%)
Urban Open Space Area	
Paved Area:	3173 s.f.
Landscape Area:	15,997 s.f.
Urban Open Space area:	18,170 s.f.
Site Landscape Area:	131,453 s.f.
Total Site Pervious Area:	223,891 s.f.
% Site Pervious Area:	55.7%



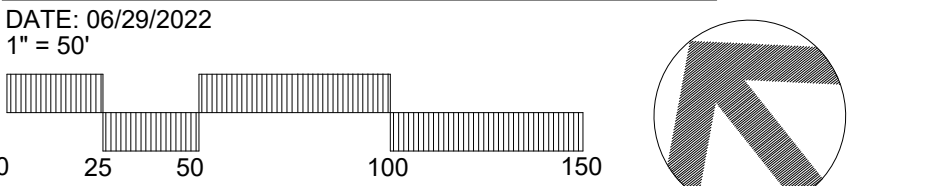
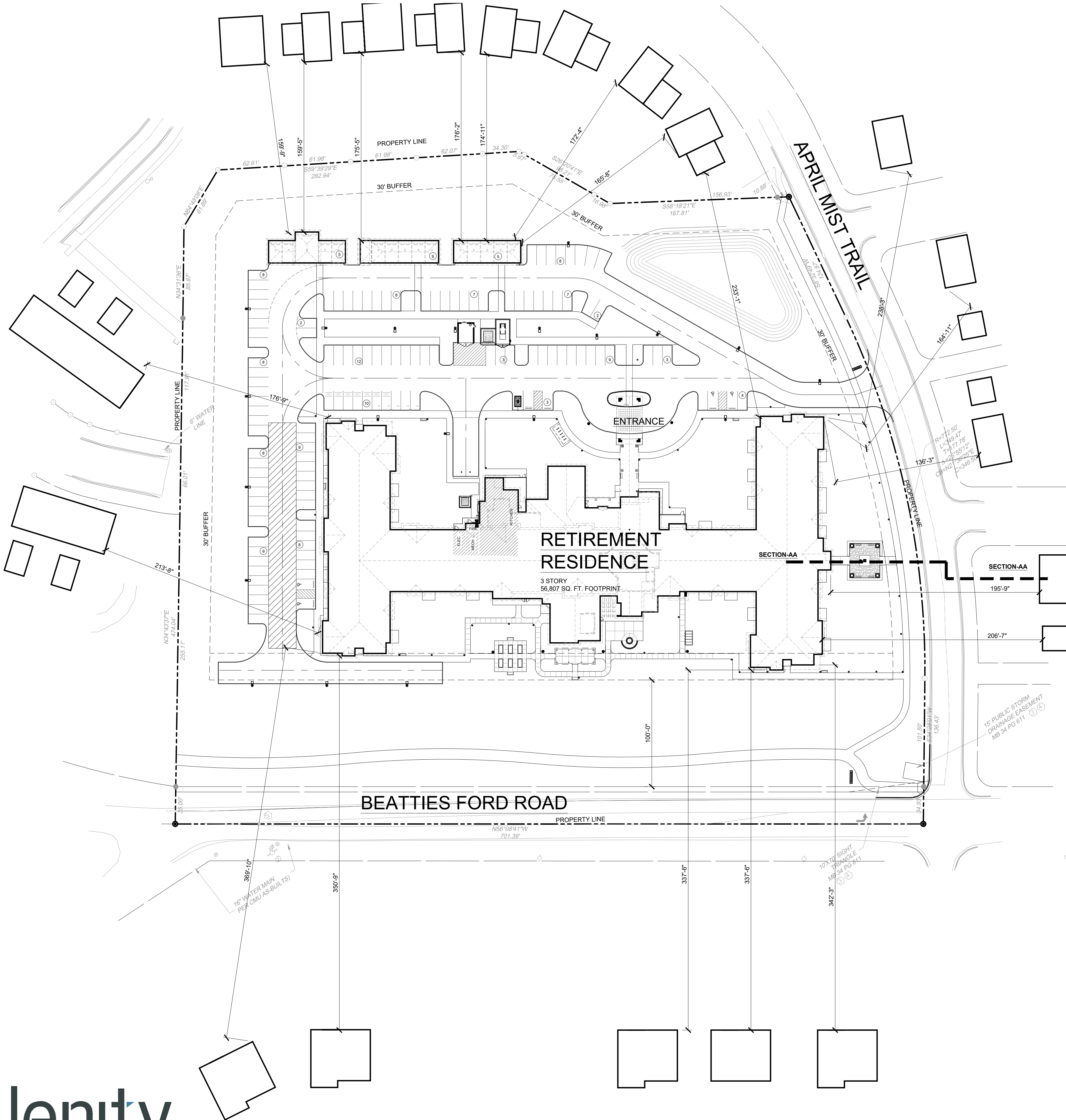
HAWTHORN
SENIOR LIVING

9310 NE Vancouver Mall Dr., Suite 200
Vancouver, WA 98662-8210
(360) 213-1550 Fax (360) 213-1540

A1.1



VICINITY MAP
NOT TO SCALE

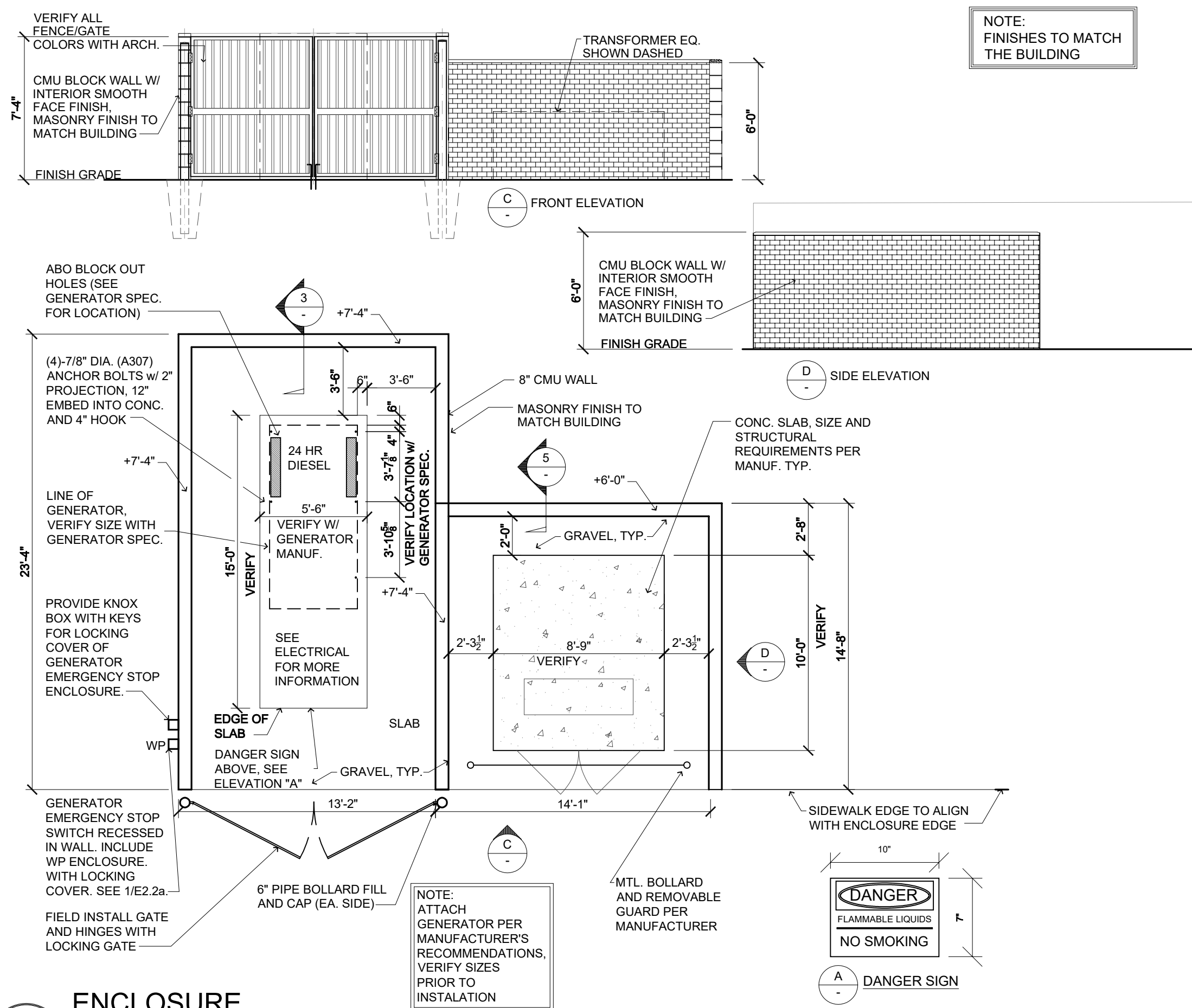


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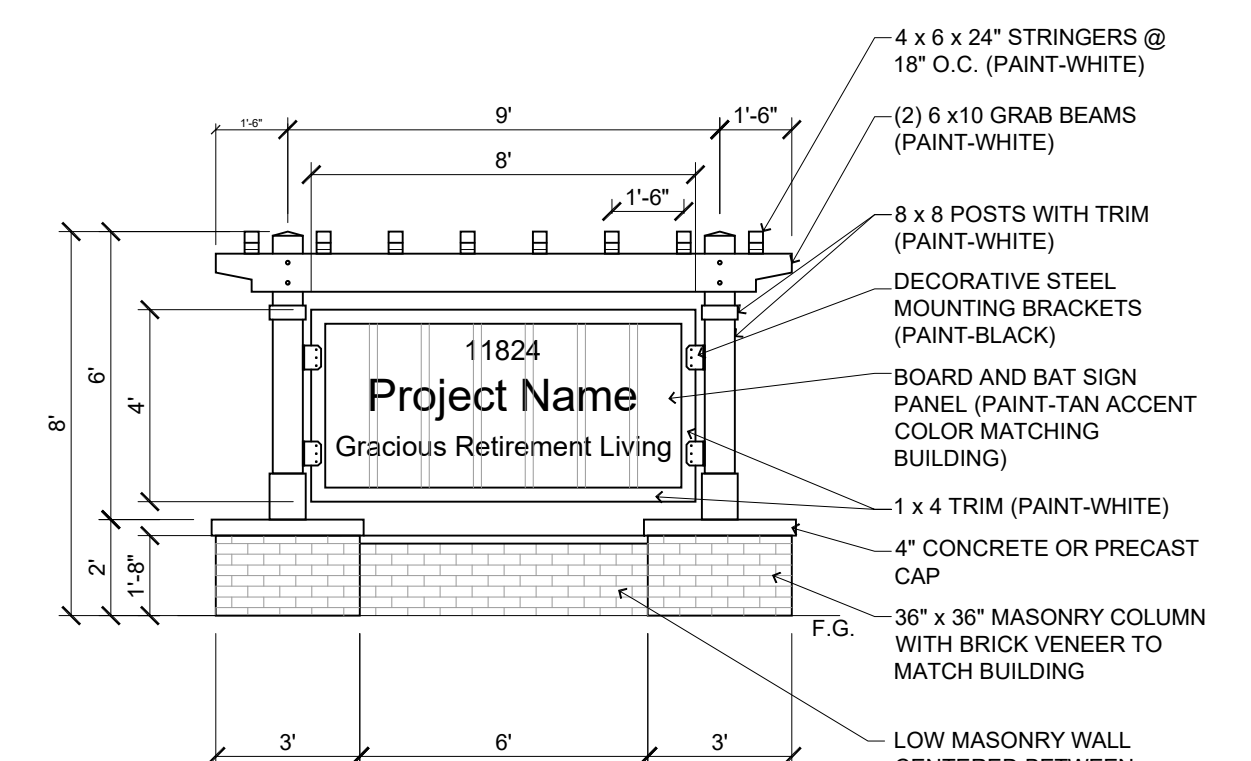
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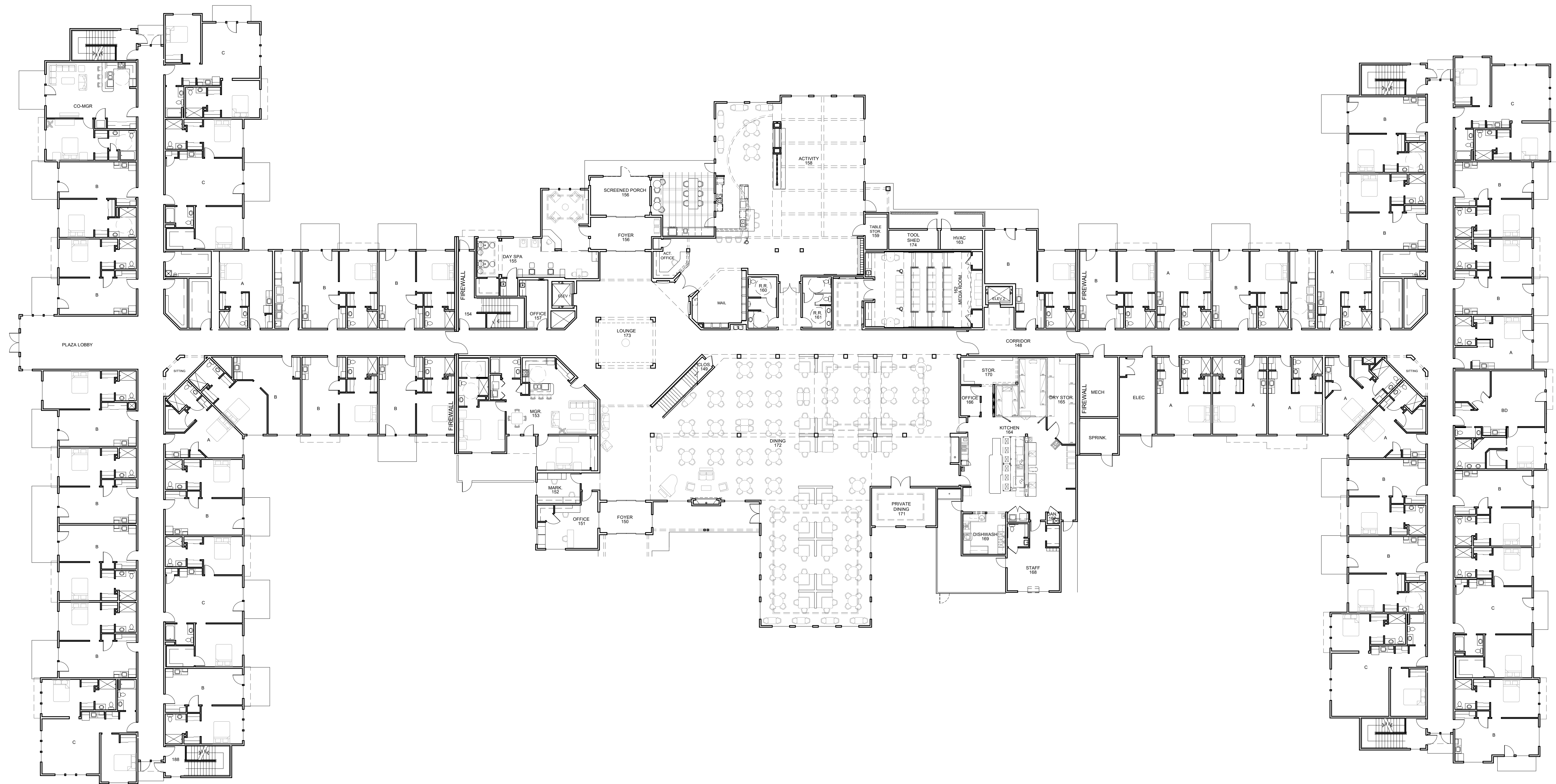
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(

P:\HAWTHORN\NC-HUNTERSVILLE\DETAILS\SITE\MONUMENT SIGN CONCEPT 1

Number of Children	Frequency
0	4
10	3
20	8
40	5
60	6

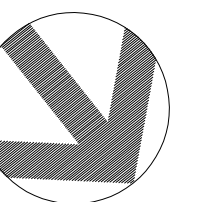


Huntersville Retirement Residence

Huntersville, NC

FIRST FLOOR PLAN

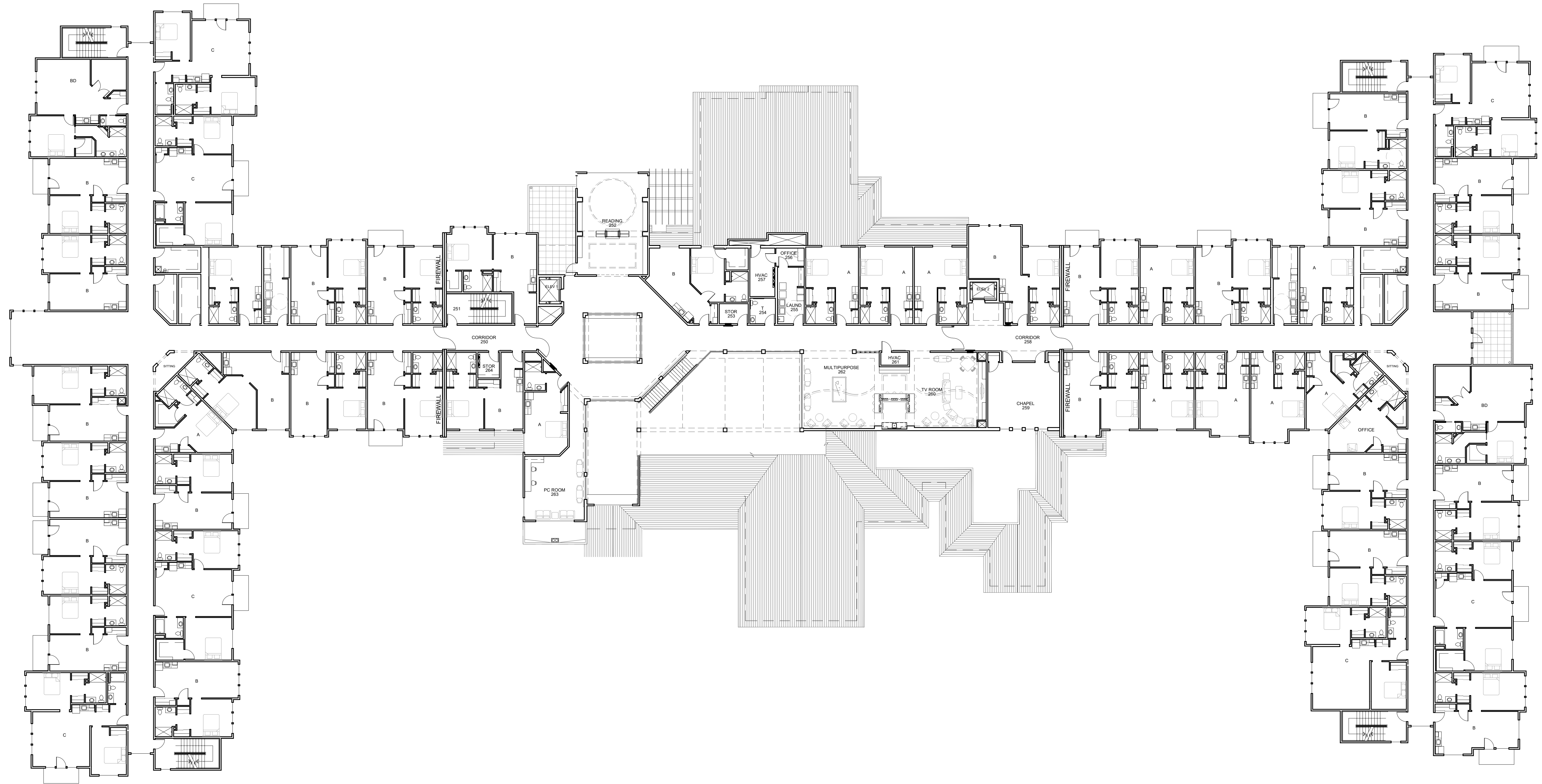
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SCALE: 1/16" = 1'-0"



HAWTHORN
 SENIOR LIVING

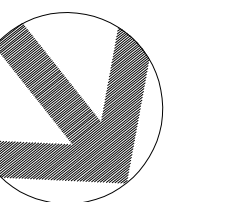
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A2.1



SECOND FLOOR PLAN

DATE: 06/29/2022
SCALE: 1/16" = 1'-0"



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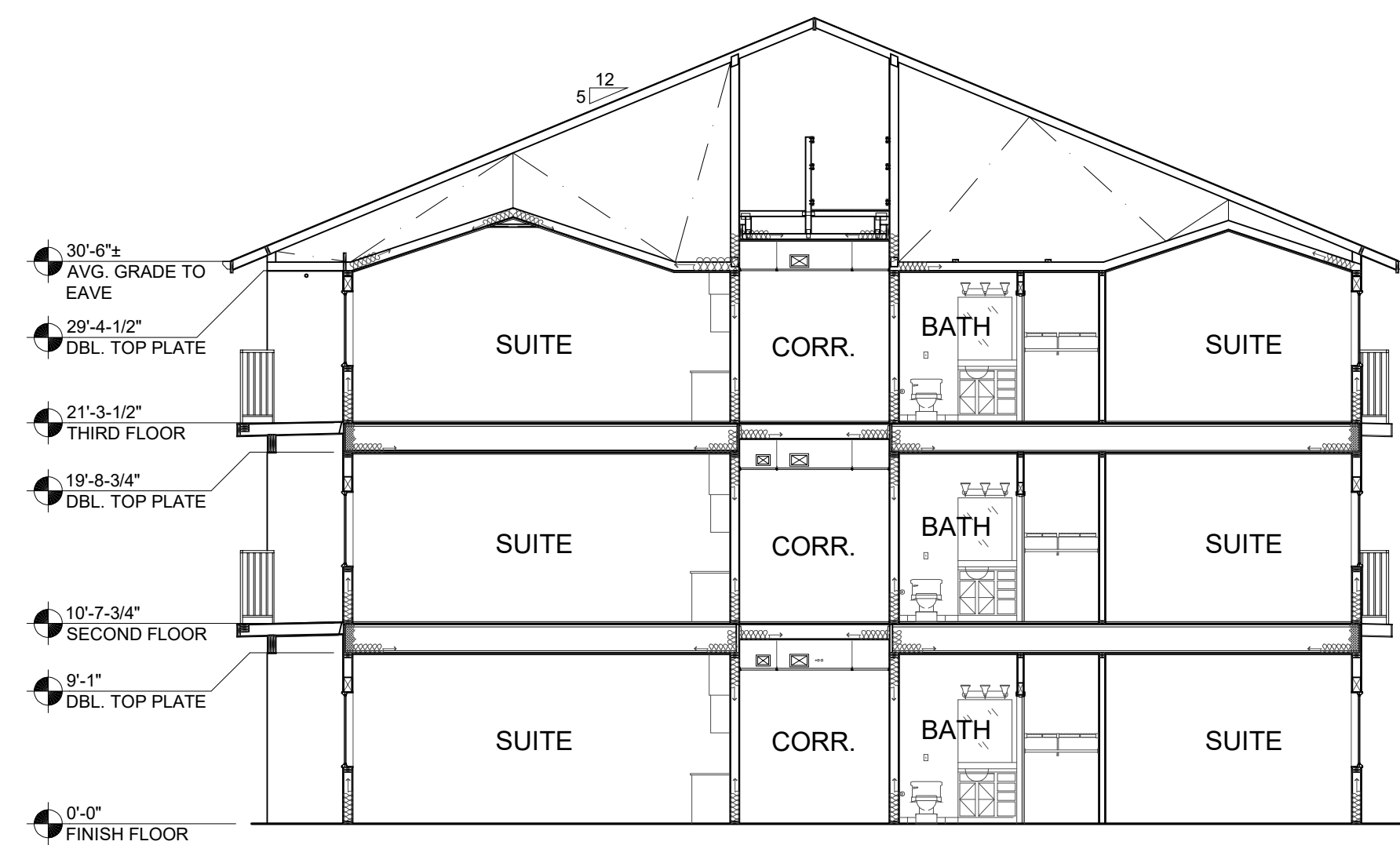
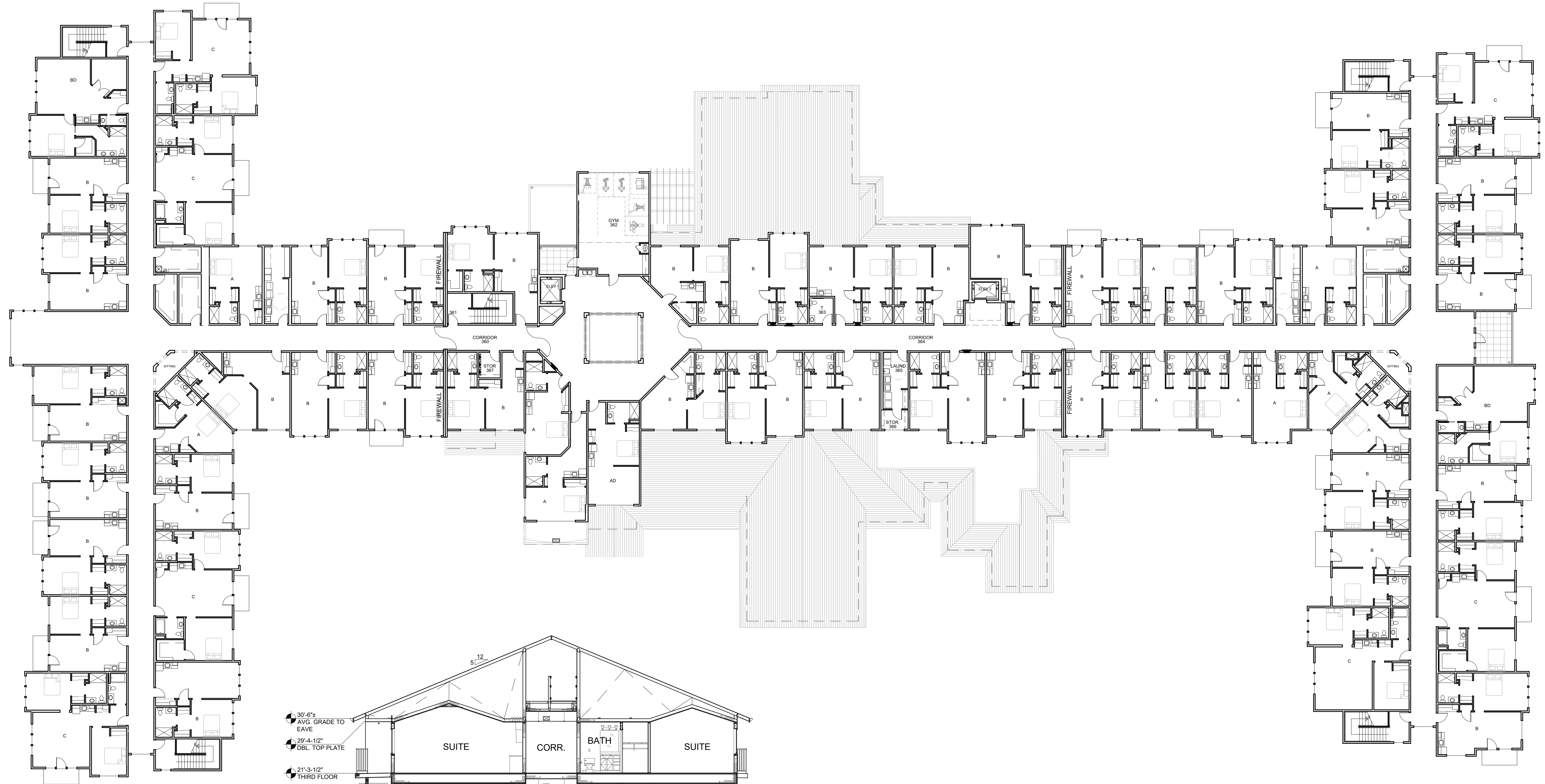
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A2.2

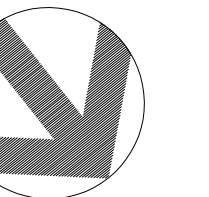


BUILDING SECTION

SCALE: 1/8" = 1'-0"

THIRD FLOOR PLAN

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SCALE: 1/16" = 1'-0"



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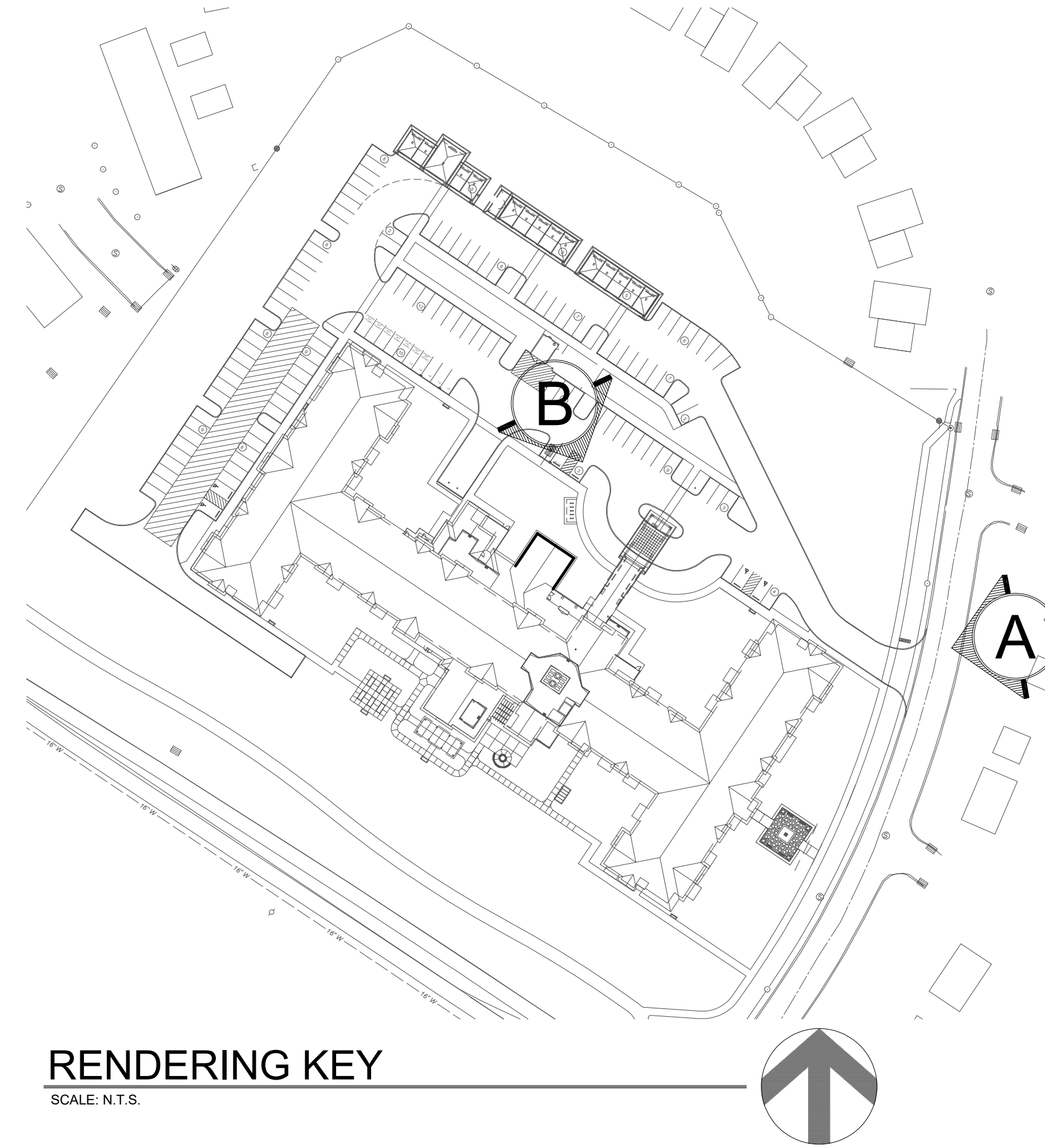
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A2.3



A VIEW FROM APRIL MIST TRAIL LOOKING SOUTH WEST
SCALE: N.T.S.



B FRONT ENTRY LOOKING SOUTH EAST
SCALE: N.T.S.

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EXTERIOR RENDERINGS
DATE: 06/29/2022

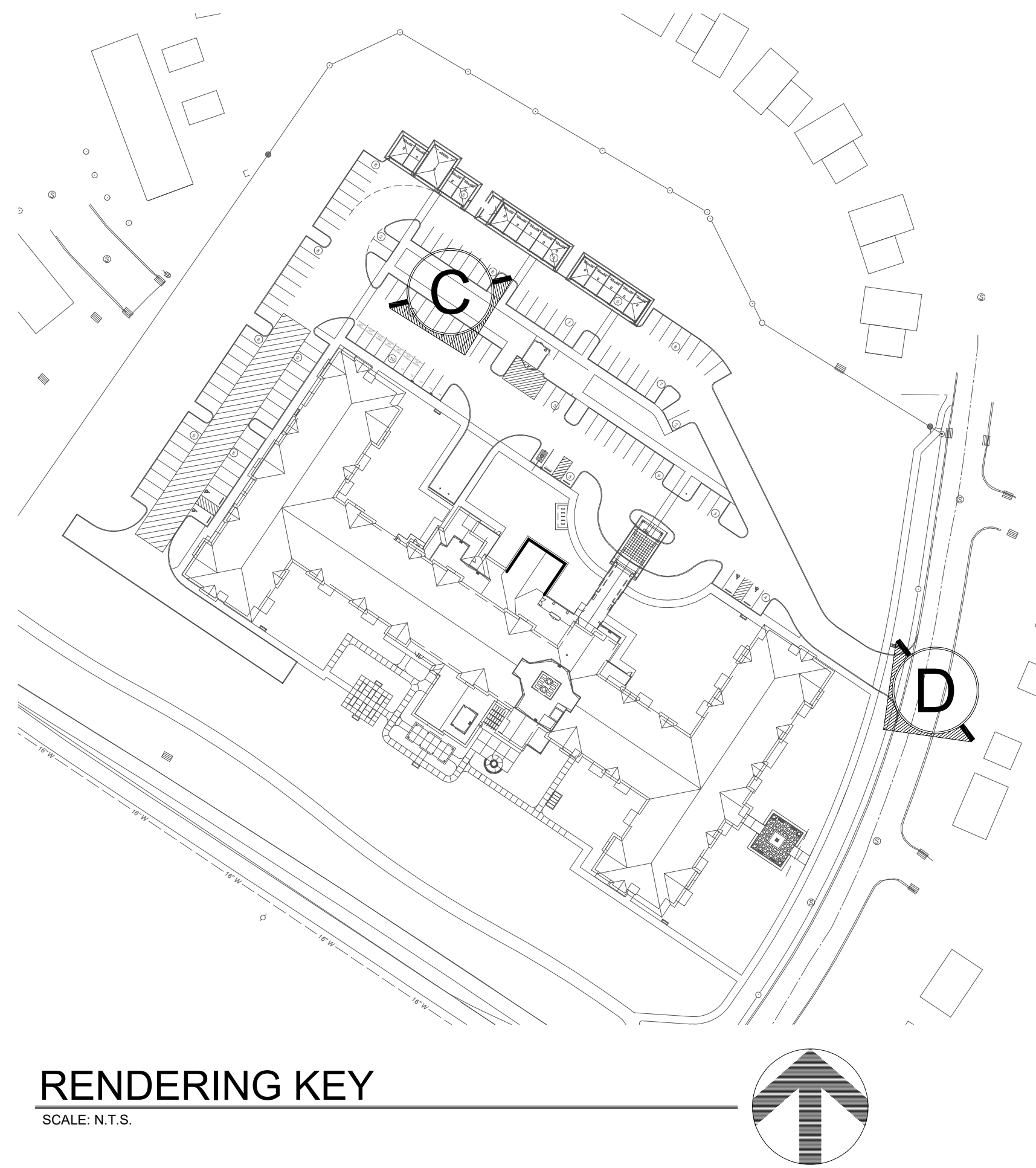
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A4.1



C FRONT FACADE LOOKING SOUTH EAST
SCALE: N.T.S.



RENDERING KEY
SCALE: N.T.S.



D C WING FACADE LOOKING SOUTH WEST
SCALE: N.T.S.

Huntersville Retirement Residence

Huntersville, NC

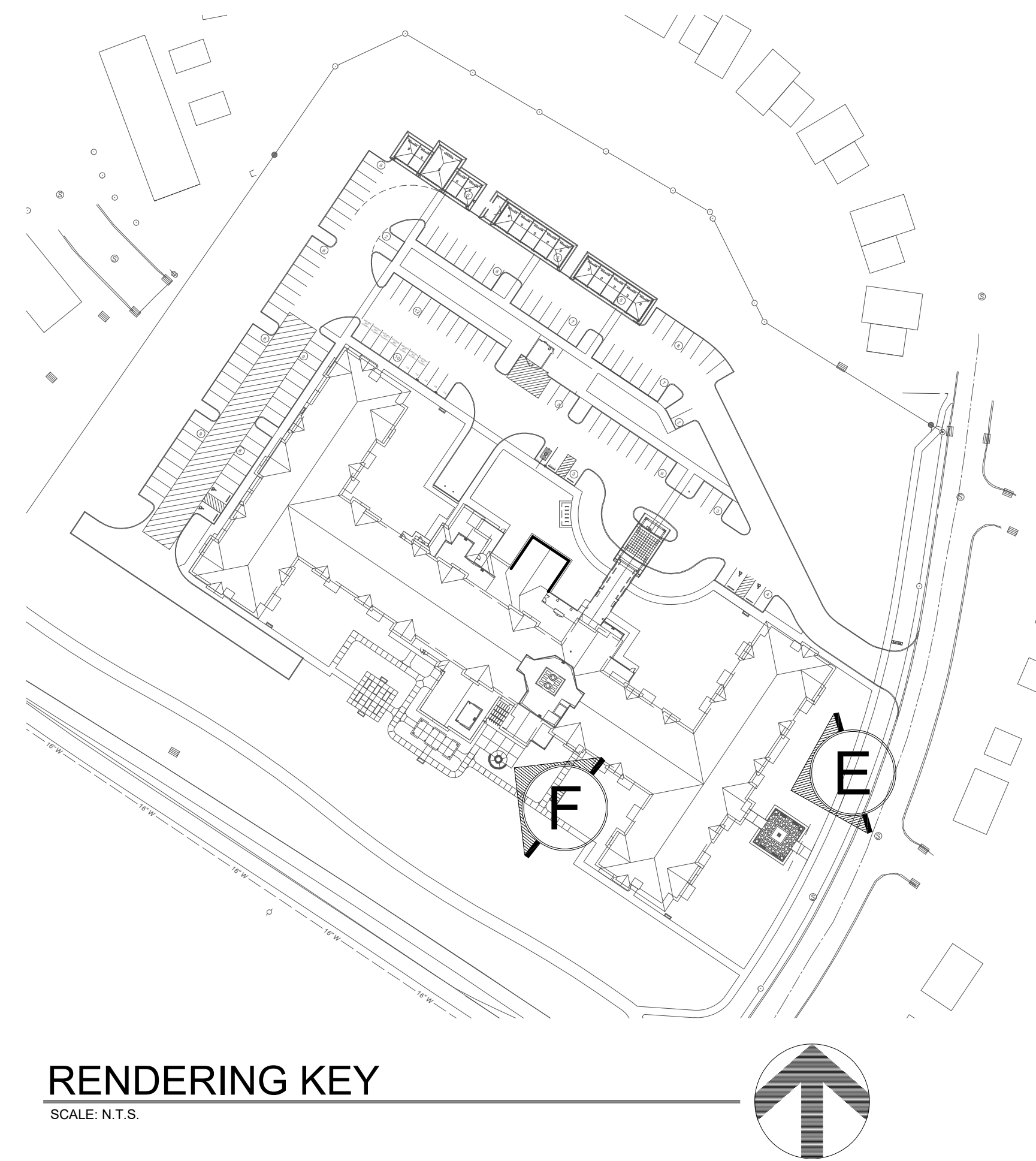
EXTERIOR RENDERINGS
DATE: 06/29/2022

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E ENTRY PLAZA LOOKING SOUTH WEST
SCALE: N.T.S.



RENDERING KEY
SCALE: N.T.S.



F FIRE PIT AREA LOOKING NORTH WEST
SCALE: N.T.S.

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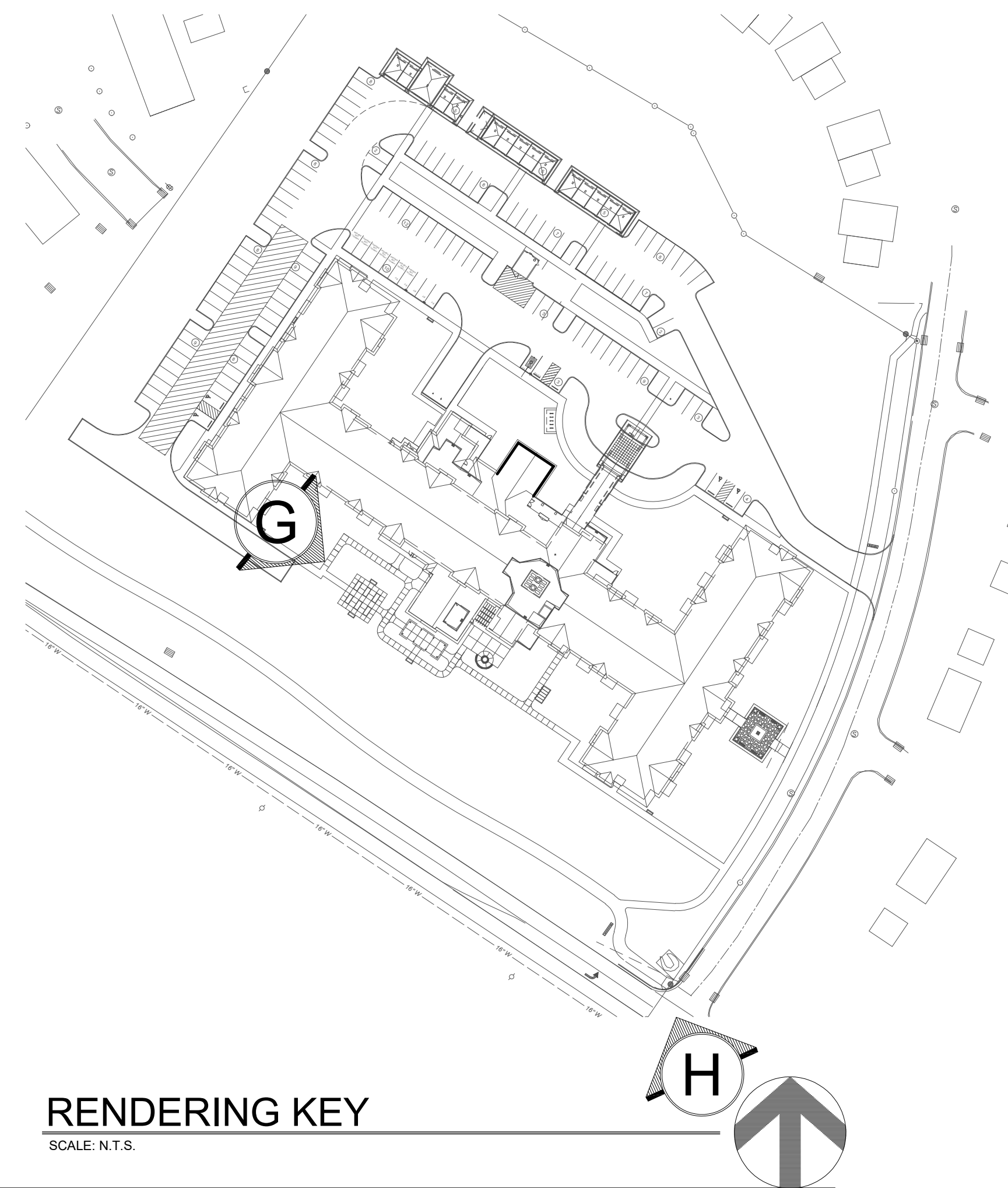
EXTERIOR RENDERINGS
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G REAR FACADE LOOKING SOUTH EAST
SCALE: N.T.S.



H CORNER OF BEATTIES FORD RD. & APRIL MIST TRAIL LOOKING NORTH WEST
SCALE: N.T.S.

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EXTERIOR RENDERINGS
DATE: 06/29/2022

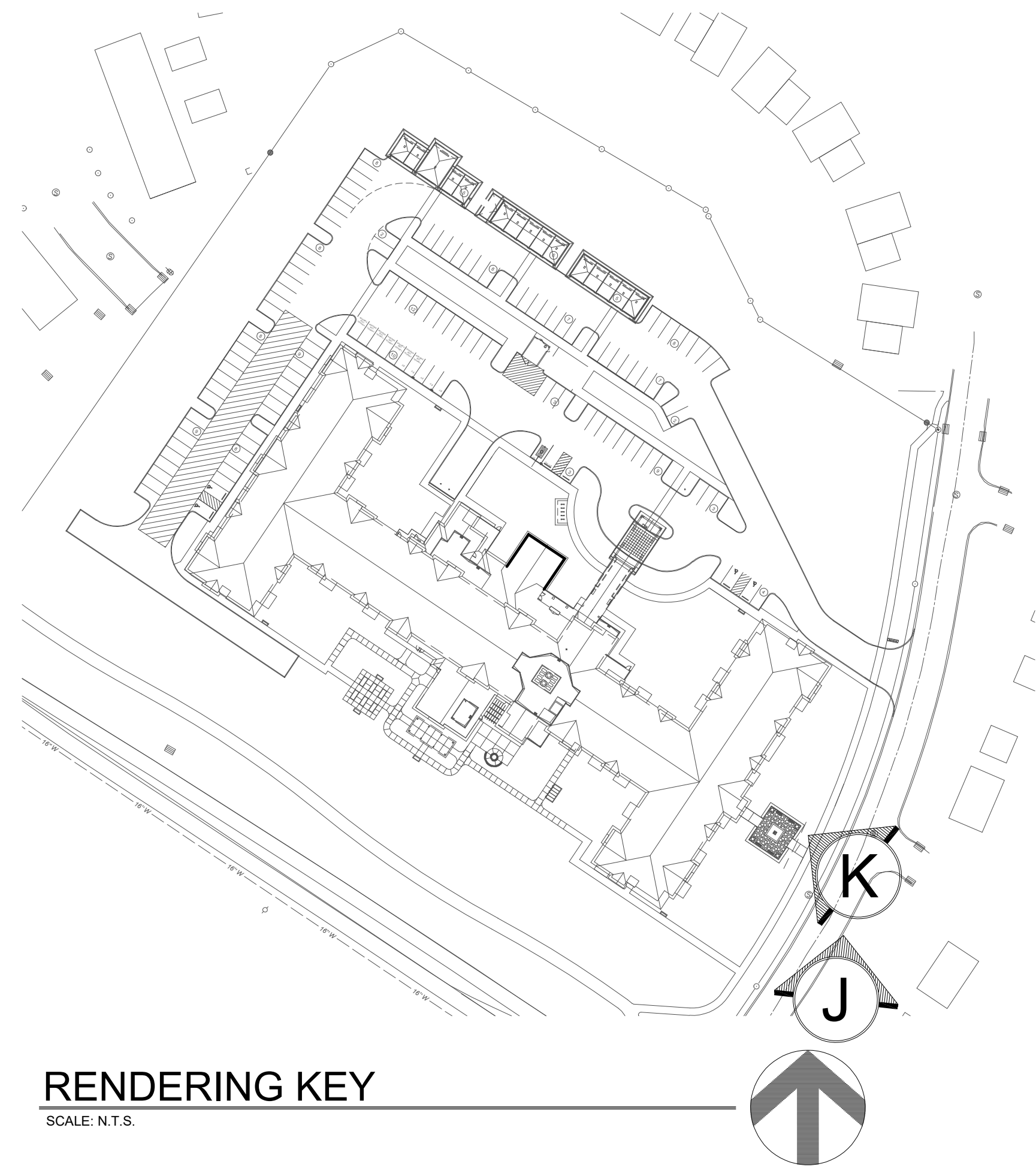
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A4.4



J VIEW OF APRIL MIST TRAIL LOOKING NORTH EAST
SCALE: N.T.S.



K PEDESTRIAN PLAZA LOOKING NORTH WEST
SCALE: N.T.S.

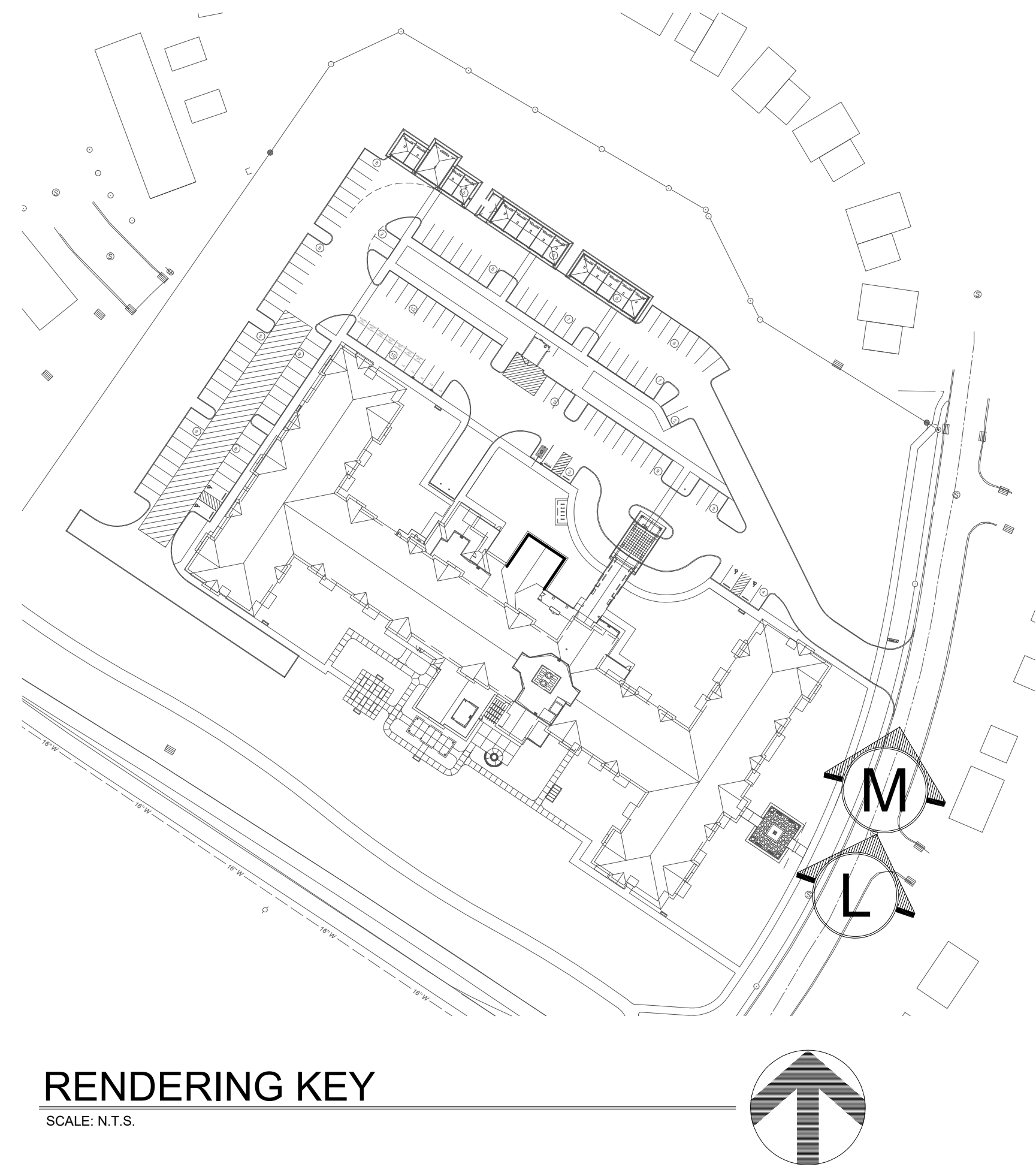
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EXTERIOR RENDERINGS
DATE: 06/29/2022



L APRIL MIST TRAIL LOOKING NORTH EAST
SCALE: N.T.S.



RENDERING KEY
SCALE: N.T.S.



M VIEW OF APRIL MIST TRAIL LOOKING NORTH EAST
SCALE: N.T.S.

Huntersville Retirement Residence

Huntersville, NC

EXTERIOR RENDERINGS
DATE: 06/29/2022



A FRONT (NORTH EAST) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



B WING B (SOUTH EAST) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



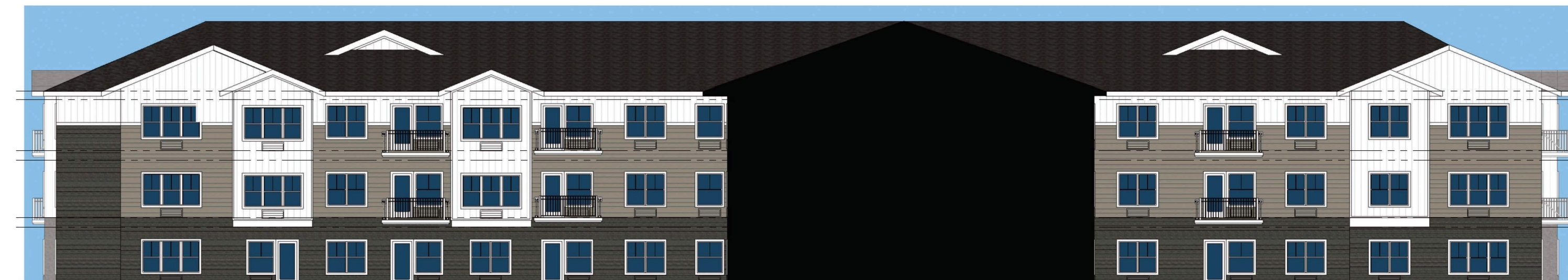
C WING B (NORTH WEST) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



D REAR (SOUTH WEST) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



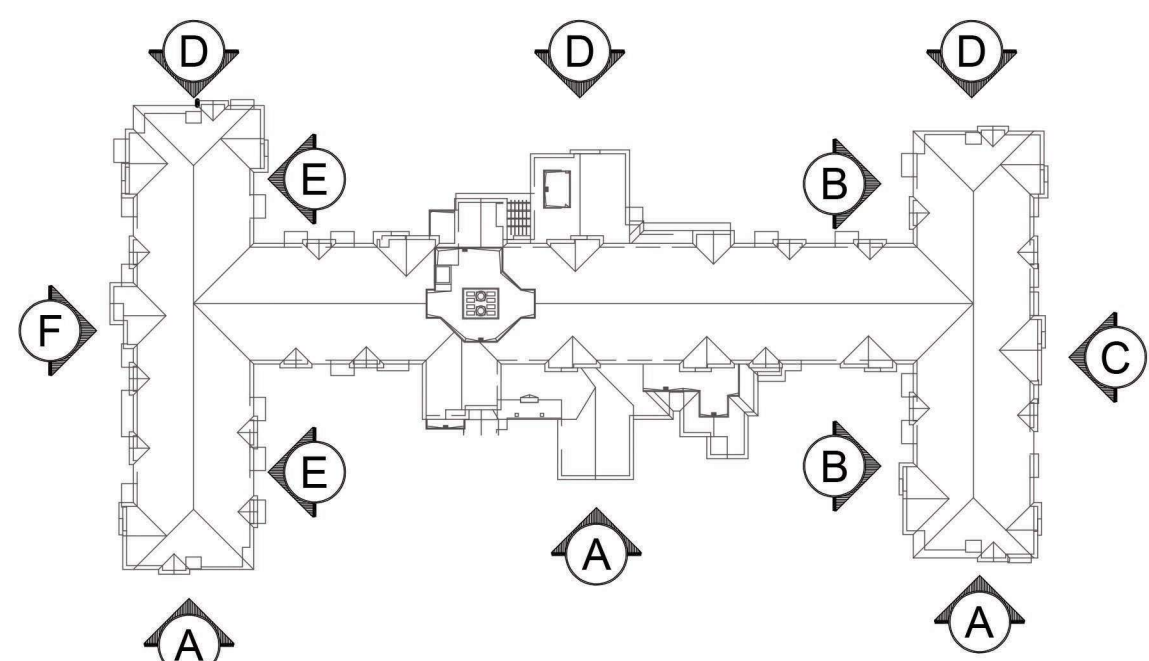
E WING C (NORTH WEST) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



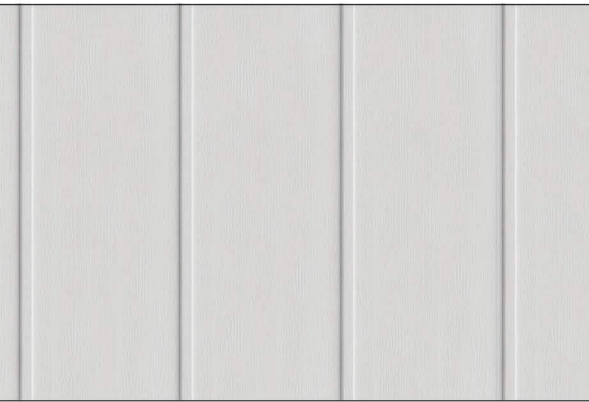
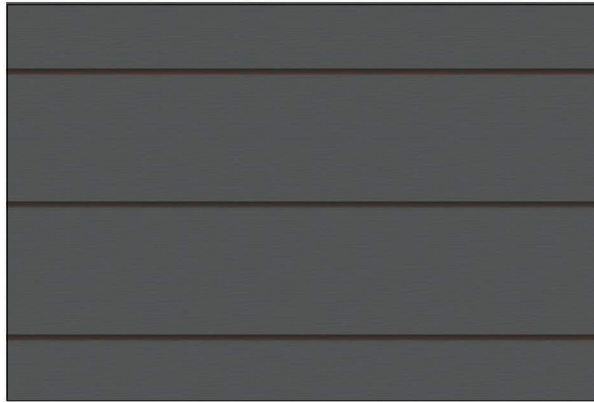
F WING C (SOUTH EAST) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



ELEVATION KEY

SCALE: N.T.S.

KEY NOTES/COLORS					
					
HARDIE PANEL - SMOOTH FINISH COLOR: ARCTIC WHITE* LOCATIONS: BOARD + BATT SIDING, WINDOW AND DOOR TRIM, BELLY BAND, EAVES & FASCIA AS SHOWN ON ELEVATIONS NOTE - COLOR ON PRE-MANUFACTURED METAL DECKS TO MATCH HARDIE PANEL COLOR	HARDIE PANEL LAP SIDING - 7" REVEAL - WOOD GRAIN FINISH COLOR: GRAY SLATE* LOCATIONS: LAP SIDING AS SHOWN ON ELEVATIONS	HARDIE PANEL LAP SIDING - 4" REVEAL - WOOD GRAIN FINISH COLOR: NIGHT GRAY* LOCATIONS: LAP SIDING & SOFFITS AS SHOWN ON ELEVATIONS	BRICK COLOR: DARK COLOR BRICK PER LOCAL MANUFACTURER* LOCATIONS: BRICK MASONRY AS SHOWN ON ELEVATIONS	ARCHITECTURAL COMPOSITION SHINGLE ROOFING COLOR: CHARCOAL* LOCATIONS: UPPER ROOF AS SHOWN ON ELEVATIONS	STANDING SEAM METAL ROOFING COLOR: CHARCOAL* LOCATIONS: LOWER ROOFS AS SHOWN ON ELEVATIONS
* = OR EQUIVALENT, ALTERNATES TO BE APPROVED BY ARCHITECT					

EXTERIOR ELEVATIONS

DATE: 06/29/2022

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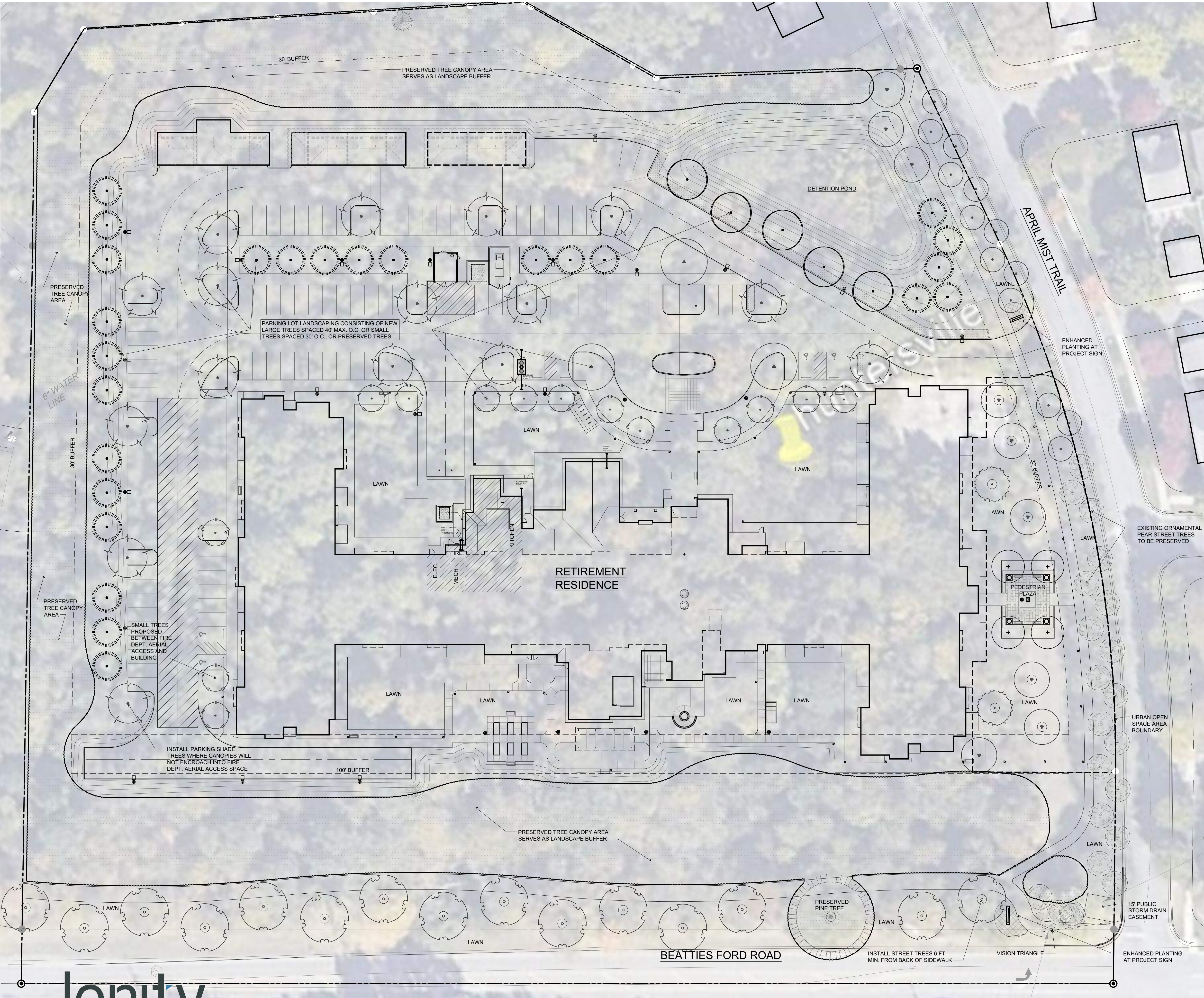
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A5.1



Planting Legend				
Symbol	Botanical Name / Common Name	Dec. / Evg.	Quantity	Size / Comments
	Street Tree: (Beatties Ford Road)			
	Ginkgo biloba 'Autumn Gold'	Deciduous	15	2" caliper x 8-10 ft. B&B Standard (40' o.c.)
	Autumn Gold Maidenhair Tree			
	Street Tree: (April Mist Trail)			
	*Lagerstroemia 'Natchez'	Deciduous	13	2" caliper x 8-10 ft. B&B Standard (existing spacing)
	Natchez Crape Myrtle			
	*Note- Ornamental Pear tree is considered a nuisance tree. Crape Myrtle is proposed as a subeti			
	Large Maturing Trees:			
	Acer x freemanii	Deciduous	3	2" caliper x 8-10 ft. B&B Standard
	Freeman Maple			
	Cryptomeria japonica	Evergreen	25	2" caliper x 8-10 ft. B&B Low-branching
	Japanese Cryptomeria			
	Quercus laurifolia	Deciduous	6	2" caliper x 8-10 ft. B&B Standard
	Laurel Oak			
	Ostrya virginiana	Deciduous	16	2" caliper x 8-10 ft. B&B Standard
	Eastern Hop Hornbeam			
	Small Maturing Trees:			
	Cercis canadensis	Deciduous	19	2" caliper x 8-10 ft. B&B Standard- small tree
	Eastern Redbud			
	Chionanthus virginicus	Deciduous	10	2" caliper x 8-10 ft. B&B Natural Form
	Lagerstroemia 'Sioux'	Deciduous	19	2" caliper x 8-10 ft. B&B Standard
	Sioux Crape Myrtle			
	Magnolia grandiflora 'Little Gem'	Evergreen	4	2" caliper x 8-10 ft. B&B/Con/ Low-branching
	Little Gem Magnolia			
Note- Tree symbols are reduced in scale in Legend				
Shrub/Vine Plant List:				
			3 gal. container	
Abelia x grandiflora 'Kaleidoscope'			18" min. height	
Kaleidoscope Abelia				
Buxus microphylla 'Winter Gem'			12-15' B&B	
Winter Gem Boxwood			low hedge	
Camellia sasanqua			3 gal. container	
Camellia			24" min. height	
Cleyera japonica			3 gal. container	
Cleyera			36" min. height	
Cornus sericea baileyi			3 gal. container	
Redtwig Dogwood			24" min. height	
Dianella sessilifolia			3 gal. container	
Southern Bush-honeysuckle			18" min. height	
Distylium 'Blue Cascade'			3 gal. container	
Blue Cascade Evergreen Distylium			24" min. height	
Gardenia japonica 'Klein's Hardy'			3 gal. container	
Gardenia			18" min. height	
Hydrangea quercifolia			3 gal. container	
Oakleaf Hydrangea			24" min height	
Ilex crenata 'Sky Pencil'			7 gal. container	
Sky Pencil Holly			42" min. height	
Ilex glabra 'Compacta'			B&B or container	
Compact Inkberry Holly			24" min. height	
Itea virginica 'Henry's Garnet'			3 gal. container	
Sweetspire			24" min. height	
Juniperus chinensis 'Hetz's Columnaris'			7 gal. container	
Hetz's Columnar Juniper			48" min. height	
Juniperus procumbens			3 gal. container	
Garden Juniper			ground cover	
Loropetalum chinense 'Chang's Ruby'			3 gal. container	
Chang's Ruby Loropetalum			18" min. height	
Mahonia eurybracteata 'Soft Caress'			3 gal. container	
Soft Caress Mahonia			18" min. height	
Myrica cerifera			7 gal. container	
Southern Wax Myrtle			48" min. height	
Osmanthus fragrans			7 gal. container	
Tea Olive			48" min. height	
Picea glauca albertiana 'Conica'			36" B&B	
Dwarf White Spruce (native)			Full & Symmetrical	
Rhaphiolepis umbellata 'Minor'			B&B or container	
Dwarf Yeddo Hawthorn			24" min. height	
Rhododendron spp.			3 gal. container	
Azalea			24" min. height	
Rosa spp.			3 gal. container	
Carpet / Drift / Knock-out Roses			18" min. height	
Sarcococca humilis			3 gal. container	
Fragrant Valley Sweetbox			12" min. height	
Grasses / Perennials:				
Astilbe x arendsil			1 gal. container	
Astilbe				
Carex morrowii 'Ice Dance'			1 gal. container	
Variegated Japanese Sedge				
Coreopsis grandiflora 'Sunray'			1 gal. container	
Sunray Coreopsis				
Cyrtomium falcatum			1 gal. container	
Holly Fern				
Hemerocallis spp.			1 gal. container	
Daylily				
Heuchera hybrids			1 gal. container	
Alum Root				
Iberis sempervirens			1 gal. container	
Evergreen Candytuft				
Liriope muscari			1 gal. container	
Blue Lily Turf				
Muhlenbergia capillaris			1 gal. container	
Pink Muhly Grass				
Pennisetum alopecuroides 'Little Bunny'			1 gal. container	
Little Bunny Fountain Grass				
Ground Covers:				
Trachelospermum asiaticum			1 gal. @ 36" o.c.	
Asian Jasmine			triangularly spaced	
Detention Basin Native Seed Mix			Hydroseed mix	
Lawn Areas- Geo Zoysia Grass			Sod and/or Seed TBD	
Annual Flowers by season			4" Pots@ 9" o.c.	
Spring-Summer-Fall rotations			triangularly spaced	
Parking Perimeter Screen Planting				
2 ft. evergreen shrubs planted 4 ft. o.c.				
Mature height of 4 ft.				

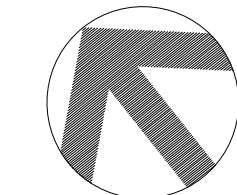
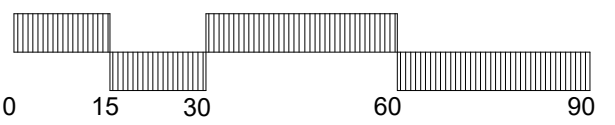
- Notes:
- An automated permanent irrigation system shall be installed using SMART Technology, providing 100% coverage to all landscaped areas. Irrigation Contractor/Installer shall submit a Design/Build Irrigation Plan to Landscape Architect for approval.
 - Provide 4 ft. high Tree Protection fencing around Critical Root Zones of all trees or tree groups to be preserved. Tree Protection fencing to be installed and inspected prior to any land disturbance and to remain in place throughout entire construction activity period. Refer to Civil Plans.
 - All shrub/ground cover beds to receive a 3" layer of aged shredded hardwood mulch.

Tree Preservation	
Site Area:	401,526 s.f.
Tree Preservation required (10%):	40,153 s.f.
Tree Preservation area provided:	78,723 s.f. (19.6%)
Urban Open Space Area	
Paved Area:	3173 s.f.
Landscape Area:	15,997 s.f.
Urban Open Space area:	19,170 s.f.
Site Landscape Area:	131,453 s.f.
Total Site Pervious Area:	223,891 s.f.
% Site Pervious Area :	55.7%

LANDSCAPE PLAN

DATE: 06/29/2022

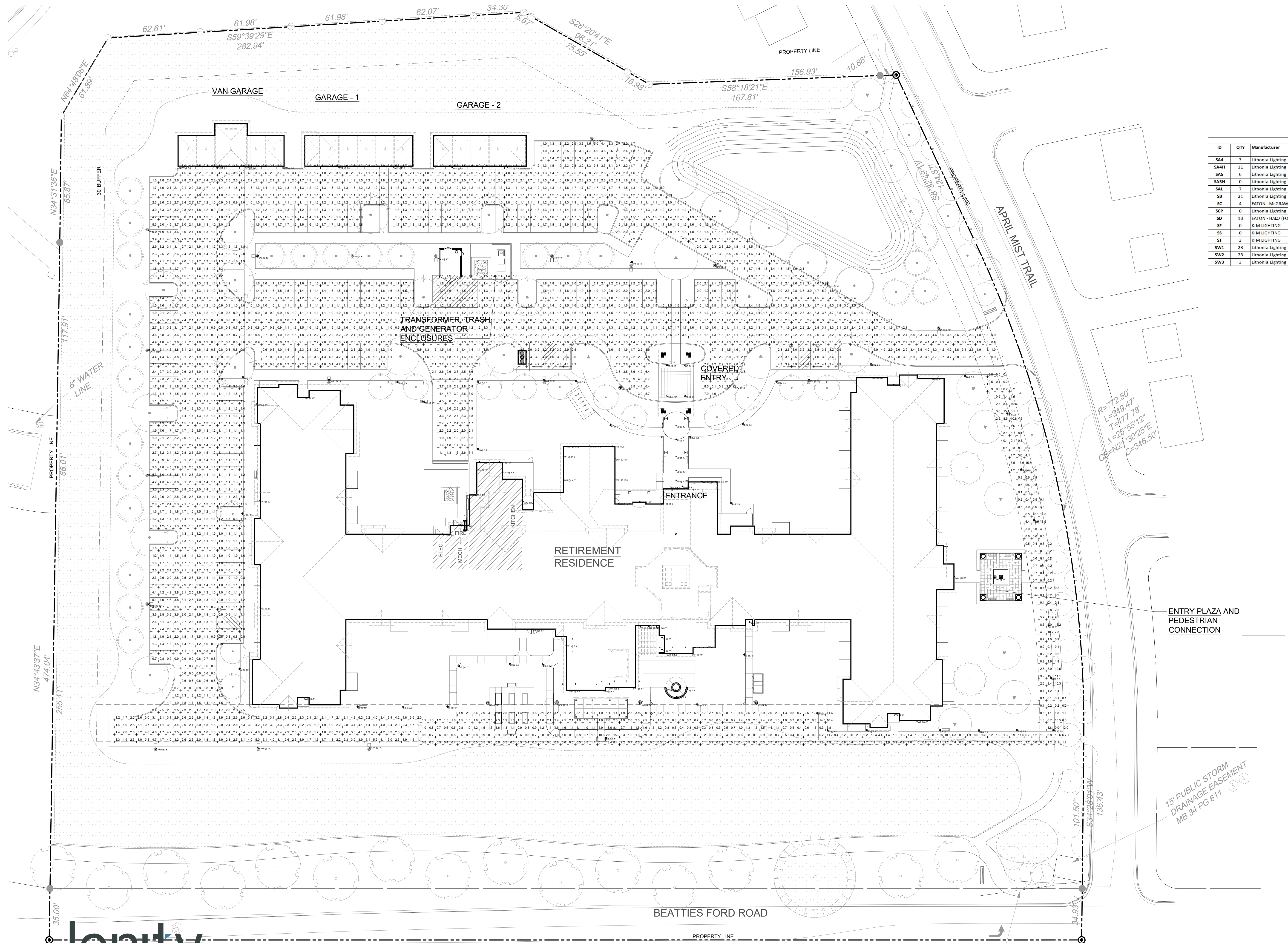
1" = 30'



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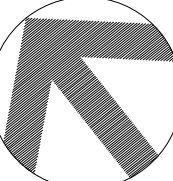
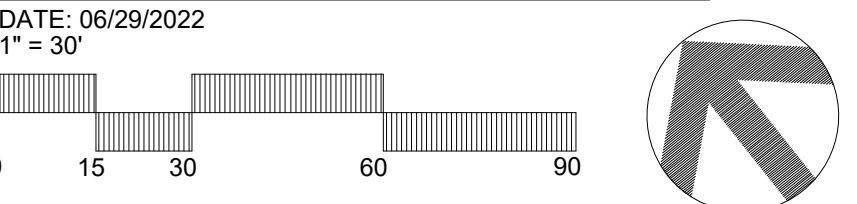
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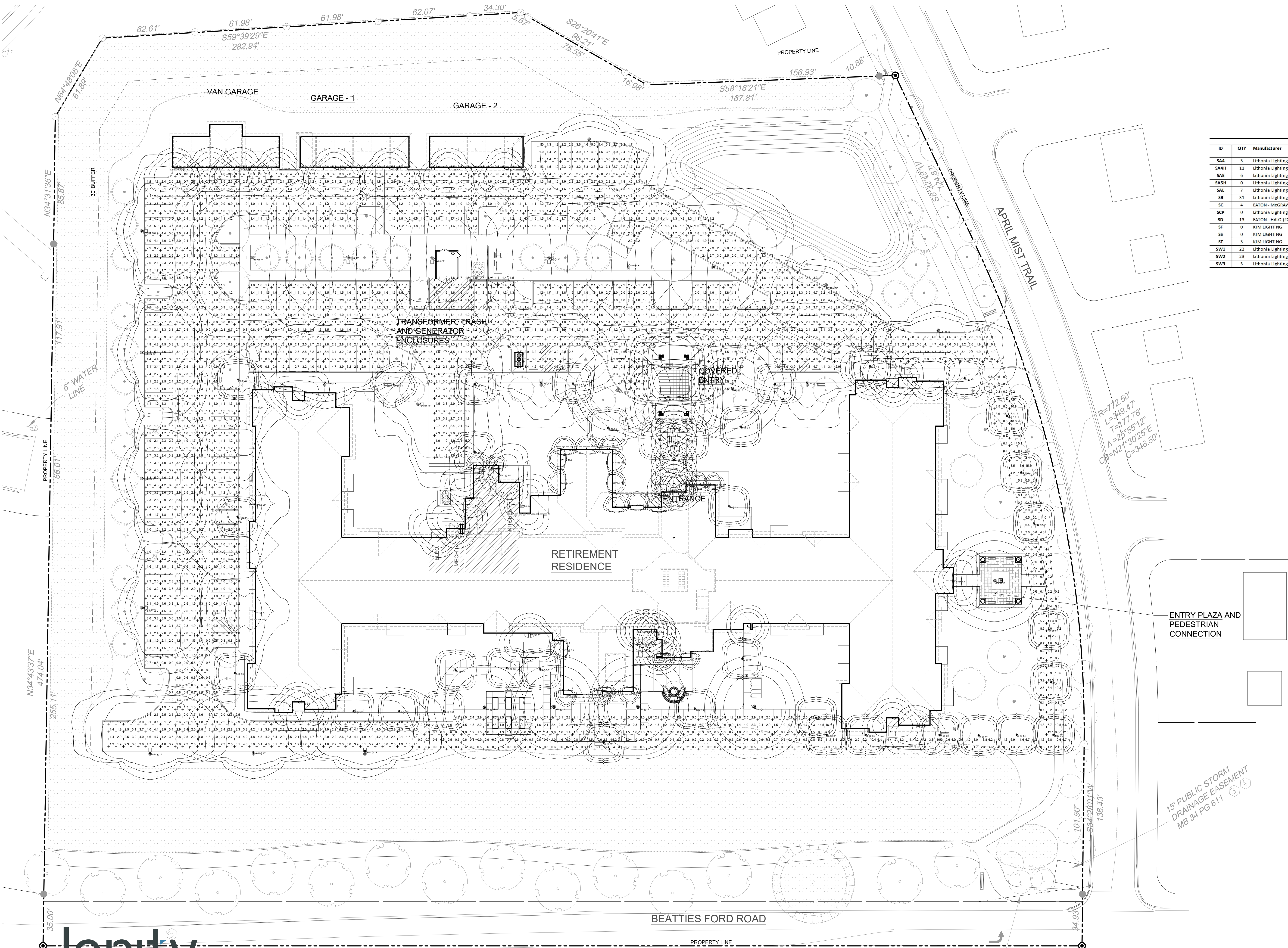
L1.1



		FIXTURE SCHEDULES				
ID	QTY	Manufacturer	Catalog Number	Lamp	Lumens Per Lamp	Watts
SA4	3	Lithonia Lighting	DSX0 LED P4 40K 14M MVOLT	1	10335	92
SA4H	11	Lithonia Lighting	DSX0 LED P4 40K 14M MVOLT HS	1	8020	92
SAS	6	Lithonia Lighting	DSX0 LED P4 40K 15W MVOLT	1	10889	92
SA5H	0	Lithonia Lighting	DSX0 LED P4 40K 15W MVOLT HS	1	7196	92
SAL	7	Lithonia Lighting	RA0P7 P2 40K SYM	1	5169	36
SB	31	Lithonia Lighting	DSX8 LED 16C 700 40K SYM	1	3009	39
SC	4	EATON - McGRAW-EDISON	IRC-B64-4-LED-E1-WST	1	8123	88
SCP	0	Lithonia Lighting	VAP 4000lm FST WD X3 GZ10 40K	1	4565	44
SD	13	EATON - HALO (FORMER COOPER)	SLD612940WH	1	1000	15
SF	0	KIM LIGHTING	CFL-WF-214K50	1	4178	35
SS	0	KIM LIGHTING	CFL-NF-214K50	1	4212	34
ST	3	KIM LIGHTING	ELR07/9LAK/KIT	1	.1	10
SW1	23	Lithonia Lighting	OLLWD LED P1 40K MVOLT	1	576	9
SW2	23	Lithonia Lighting	WPK1 LED P1 40K MVOLT	1	1568	11
SW3	3	Lithonia Lighting	WDGE2 LED P4 40K 70CRI 14M	1	4714	47

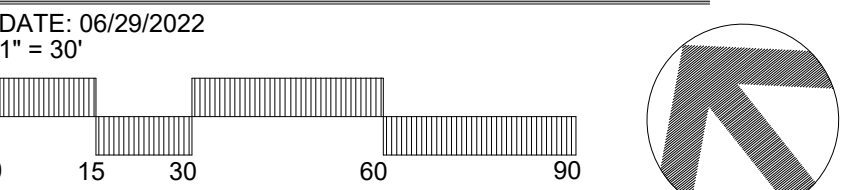
SITE PHOTOMETRIC





FIXTURE SCHEDULES						
ID	QTY	Manufacturer	Catalog Number	Lamp	Lumens Per Lamp	Watts
SA4	3	Lithonia Lighting	DSX0 LED P4 40K 14M MVOLT	1	10335	92
SA4H	11	Lithonia Lighting	DSX0 LED P4 40K 14M MVOLT HS	1	8020	92
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SAL	7	Lithonia Lighting	RA0P7 P2 40K SYM	1	5169	38
SB	31	Lithonia Lighting	DSX8 LED 16C 700 40K SYM	1	3009	39
SC	4	EATON - McGRAW-EDISON	IRC-B64-4-LED-E1-WST	1	8123	88
SCP	0	Lithonia Lighting	VAC 4000im FST WD XX GX10 40K	1	4565	44
SD	13	EATON - HALO (FORMER COOPER)	SLD612940WH	1	1000	15
SF	0	KIM LIGHTING	CFL-WF-214K50	1	4178	35
SS	0	KIM LIGHTING	CFL-NF-214K50	1	4212	34
ST	3	KIM LIGHTING	ELR07/9LAK/KIT	1	-1	10
SW1	23	Lithonia Lighting	OLLWD LED P1 40K MVOLT	1	576	9
SW2	23	Lithonia Lighting	WPX1 LED P1 40K MVolt	1	1568	11
SW3	3	Lithonia Lighting	WDGE2 LED P4 40K 70CRI 14M	1	4714	47

SITE PHOTOMETRIC



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DRAWING INDEX	
<u>TITLE</u>	<u>DRAWING</u>
COVER SHEET	RZ-000
SURVEY	RZ-100
TREE SAVE PLAN	RZ-101
SITE PLAN	RZ-200
GRADING PLAN	RZ-300
VEHICLE MANEUVERING PLAN	RZ-400

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VICINITY MAP
SCALE: N.T.S.

DRAWING INDEX

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VEHICLE MANEUVERING PLAN	RZ-400

REZONING SITE PLAN PACKAGE
PROPOSED

HUNTERSVILLE RETIREMENT RESIDENCE
TOWN OF HUNTERSVILLE, NC
MECKLENBURG COUNTY, NC

DEVELOPER

HAWTHORN SENIOR LIVING
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VICINITY MAP
SCALE: N.T.S.

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YOUR VISION ACHIEVED THROUGH OURS.

DATE

30 JUNE 2022

DRAWN BY

R. SAMUELS

DESIGNED BY

J. DOLAN

CHECKED BY

B. CRUTCHFIELD

SCALE

AS SHOWN

HUNTERSVILLE RETIREMENT RESIDENCE

TOWN OF HUNTERSVILLE, NORTH CAROLINA

COVER SHEET

JOB NO.

52389

SHEET NO.

RZ-000

North Carolina 811

www.nc811.org

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.

2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAG MEN, ETC. AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.

3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CITY OF CHARLOTTE SPECIFICATIONS.

4. SHOPPING WALLS SHALL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART F, OR AS MARKED.

Seal

Professional Engineer
Bryan Crutchfield
No. 34938
June 30, 2022
Mecklenburg County, North Carolina

DRAWING INDEX

TITLE	DRAWING
COVER SHEET	RZ-000
SURVEY	RZ-100
TREE SAVE PLAN	RZ-101
SITE PLAN	RZ-200
GRADING PLAN	RZ-300
VEHICLE MANEUVERING PLAN	RZ-400

REZONING SITE PLAN PACKAGE
PROPOSED

HUNTERSVILLE RETIREMENT RESIDENCE
TOWN OF HUNTERSVILLE, NC
MECKLENBURG COUNTY, NC

DEVELOPER

HAWTHORN SENIOR LIVING
9310 NE VANCOUVER MALL DR., SUITE 200
VANCOUVER, WA 98662
CONTACT: KRISTI NEZNANSKI
PHONE: (503) 400-9239
EMAIL: kneznanski@hawthornncg.com

ARCHITECT

LENTITY ARCHITECTURE, INC.
3150 KETTLE COURT SE
SALEM, OR 97301
CONTACT: DANIEL PANTOVICH
PHONE: (503) 399-1090
EMAIL: danp@lenityarchitecture.com

CIVIL ENGINEERING

TIMMONS GROUP
610 EAST MOREHEAD STREET, SUITE 250
CHARLOTTE, NORTH CAROLINA 28202
CONTACT: BRIAN CRUTCHFIELD
PHONE: (704) 602-8600
FAX: (704) 376-1076
EMAIL: brian.crutchfield@timmons.com

VICINITY MAP
SCALE: N.T.S.

THIS DRAWING PREPARED AT THE
CHARLOTTE OFFICE
610 E. Morehead Street, Suite 250 | Charlotte, NC 28202
TEL: 704.602.8600 FAX: 704.376.1076 www.timmons.com
North Carolina License No. C-1452

YOUR VISION ACHIEVED THROUGH OURS.

DATE

30 JUNE 2022

DRAWN BY

R. SAMUELS

DESIGNED BY

J. DOLAN

CHECKED BY

B. CRUTCHFIELD

SCALE

AS SHOWN

HUNTERSVILLE RETIREMENT RESIDENCE
TOWN OF HUNTERSVILLE, NORTH CAROLINA

COVER SHEET

JOB NO.

52389

SHEET NO.

RZ-000

Seal: B. Crutchfield, Professional Engineer, State of North Carolina, License No. 34938, Expired 6-30-22

Timmons Group logo

North Carolina 811 logo

www.nc811.org

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.

2. CONTRACTOR IS RESPONSIBLE FOR PLACING MARKERS USING FLAG MEN, ETC. AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.

3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CITY OF CHARLOTTE SPECIFICATIONS.

4. SHOPPING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 100 SUBPART F, OR AS MARKED.

[illegible][illegible]

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30 JUNE 2022

DRAWN BY

R. SAMUELS

DESIGNED BY

J. DOLAN

CHECKED BY

B. CRUTCHFIELD

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AS SHOWN

TIMMONS GROUP

HUNTERSVILLE RETIREMENT RESIDENCE
TOWN OF HUNTERSVILLE, NORTH CAROLINA
COVER SHEET

JOB NO.
52389
SHEET NO.
RZ-000

North Carolina 811
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EMAIL: brian.crutchfield@timmons.com

VICINITY MAP
SCALE: N.T.S.

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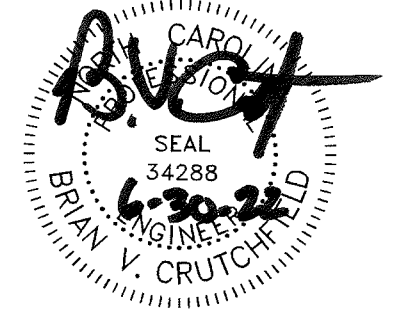
REVISION DESCRIPTION	
DATE	
30 JUNE 2022	
DRAWN BY	R. SAMUELS
DESIGNED BY	J. DOLAN
CHECKED BY	B. CRUTCHFIELD
SCALE	AS SHOWN

HUNTERSVILLE RETIREMENT RESIDENCE
TOWN OF HUNTERSVILLE, NORTH CAROLINA

COVER SHEET

JOB NO.
52389

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[illegible]

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YOUR VISION ACHIEVED THROUGH OURS.

DA			

DRAWN BY
R.SAMUELS

DESIGNED BY
J. DOLAN

CHECKED BY
CRUTCHFIELD

SCALE
AS SHOWN

HUNTERSVILLE RETIREMENT RESIDENCE
TOWN OF HUNTERSVILLE, NORTH CAROLINA
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TIMMONS GROUP



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4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.

NOTES:

- 1) SURVEY PREPARED WITH THE USE OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER GB22006765, DATED FEB 2, 2022
- 2) AREAS COMPUTED BY COORDINATE METHOD.
- 3) PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
- 4) ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 5) RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
- 6) BASIS OF BEARING SHOWN HEREON IS NC GRID NAD83 (2011).
- 7) BOUNDARY INFORMATION IS BASED IN PART, ON DEEDS AND MAPS OF RECORD, AND BY AN ACTUAL FIELD SURVEY BY THIS FIRM.
- 8) NO EVIDENCE OF RECENT GRADING OR CONSTRUCTION ON THE SUBJECT PROPERTY.
- 9) NO EVIDENCE OF RECENT ROADWAY OR SIDEWALK WORK OTHER THAN THE NEW DRIVEWAY ENTRANCE, NO PLANS FOR PROPOSED STREET OR RIGHT OF WAY CHANGES WERE FOUND.
- 10) EXISTING ZONING HC (CD) HIGHWAY COMMERCIAL.
- 11) THIS SITE LIES IN ZONE X, AREA OF MINIMAL FLOODING ACCORDING TO FLOOD INSURANCE RATE MAP 3710452900K, EFFECTIVE DATE 3/2/2000.
- 12) LOCATION OF UNDERGROUND WATERLINE, FORCEMAIN AND GAS LINES PLOTTED BY UTILITY RECORDS.
- 13) CONTOUR INTERVAL IS 1 FOOT
- 14) VERTICAL DATUM = NAVD 88

REFERENCES

DB 23744, PG. 611
MB 35, PG. 781
MB 42, PG. 971

THE FOLLOWING INFORMATION WAS USED TO PERFORM GPS SURVEY:

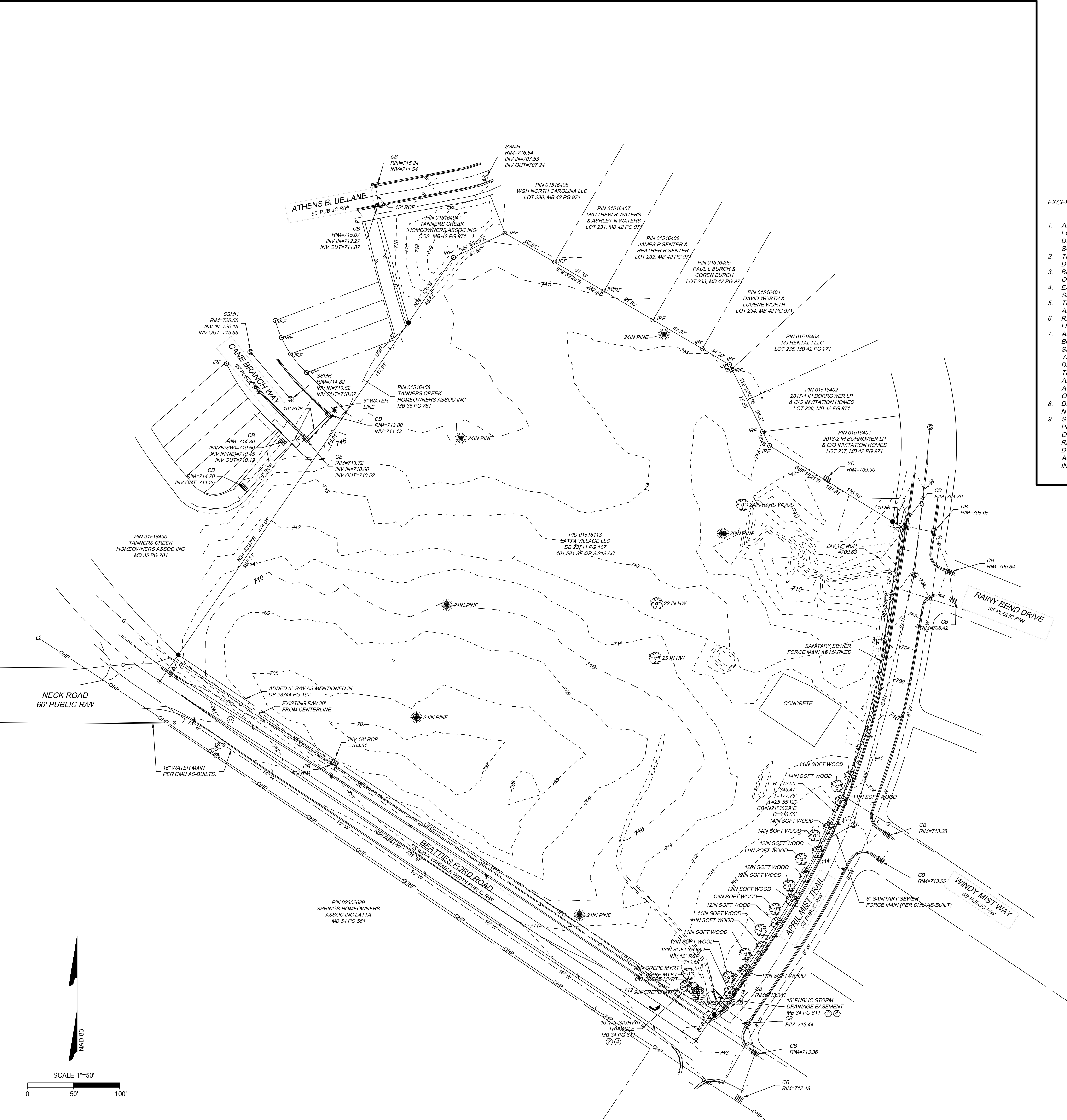
- (1) CLASS OF SURVEY: "CLASS A"
- (2) POSITIONAL ACCURACY: 0.04'
- (3) TYPE OF GPS FIELD PROCEDURE: NCVRS
- (4) DATE OF SURVEY: 3/22/2022
- (5) DATUM/EPOCH: NAD83 (2011) - EPOCH 2010.00
- (6) PUBLISHED/FIXED-CONTROL USE: NCVRS
- (7) GEOID MODEL: 2012 (CONUS)
- (8) COMBINED GRID FACTOR(S): 0.999845783
- (9) UNITS: US SURVEY FEET

PROPERTY DESCRIPTION

BEING MECKLENBURG COUNTY PARCEL 01516113, PROPERTY OF LATTA VILLAGE LLC AS RECORDED IN DEED BOOK 23744 PAGE 167

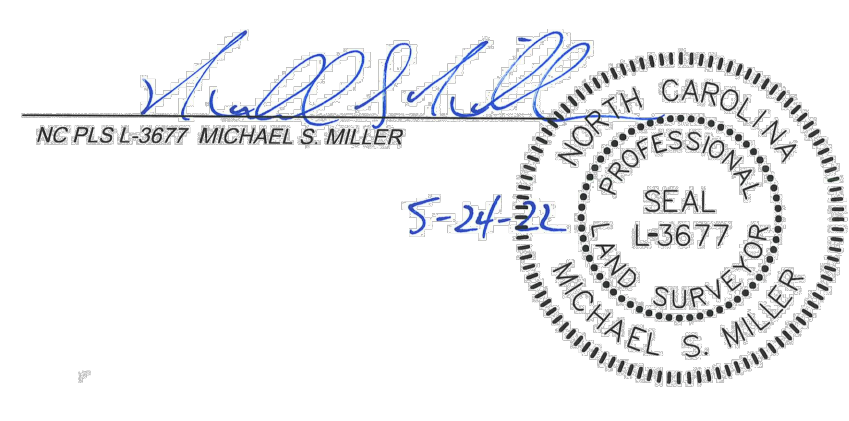
BEGINNING AT A POINT IN THE CENTER OF BEATTIES FORD ROAD, SAID POINT BEING THE PROJECTION OF THE EASTERN LINE OF THE TANNERS CREEK HOMEOWNERS ASSOCIATION PROPERTY AS SHOWN ON MAP BOOK 35 PAGE 781 OF THE MECKLENBURG COUNTY PUBLIC REGISTRY, THENCE WITH LINE OF TANNERS CREEK HOMEOWNERS ASSOCIATION AND THE TERMINUS OF CANE BRANCH WAY RIGHT OF WAY N 34° 43' 37" E PASSING THROUGH A SET IRON ROD AT 35.00 FEET FOR A TOTAL DISTANCE OF 474.04 FEET TO A SET IRON ROD AT THE SOUTHEASTERN CORNER OF THE TANNERS CREEK HOMEOWNERS ASSOCIATION PROPERTY AS RECORDED IN MAP BOOK 42 PAGE 971, THENCE WITH SAID PROPERTY TWO (2) COURSES; 1.) N 34° 31' 36" E FOR A DISTANCE OF 85.87 FEET TO A FOUND IRON ROD, 2.) N 64° 48' 08" E FOR A DISTANCE OF 61.89 FEET TO A FOUND IRON ROD AT THE SOUTHWESTERN CORNER OF LOT 230 OF MAP BOOK 42 PAGE 971 OF THE MECKLENBURG COUNTY PUBLIC REGISTRY, THENCE WITH SAID LOT AND LOTS 231 THROUGH 237 OF THE SAME MAP BOOK AND PAGE THREE (3) COURSES; 1.) S 59° 39' 29" E FOR A DISTANCE OF 282.94 FEET TO A FOUND IRON ROD, 2.) S 28° 20' 41" E FOR A DISTANCE OF 98.21 FEET TO A FOUND IRON ROD, 3.) S 58° 18' 21" E FOR A DISTANCE OF 156.93 FEET TO A SET IRON ROD AT THE WESTERN RIGHT OF WAY OF APRIL MIST TRAIL, THENCE WITH SAID RIGHT OF WAY FOUR (4) COURSES; 1.) S 58° 18' 21" E FOR A DISTANCE OF 10.88 FEET TO A POINT, 2.) S 08° 32' 49" W FOR A DISTANCE OF 124.87 FEET TO A FOUND IRON ROD, 3.) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 772.50 FEET, AND ARC LENGTH OF 349.47 FEET AND WHOSE LONG CHORD BEARS S 21° 30' 25" W FOR A DISTANCE OF 346.50 FEET TO A FOUND IRON ROD, 4.) S 34° 28' 01" W PASSING THROUGH A SET IRON ROD AT 101.50 FEET FOR A TOTAL DISTANCE OF 136.43 FEET TO A POINT IN THE CENTERLINE OF BEATTIES FORD ROAD, THENCE WITH SAID ROAD N 56° 08' 41" W A DISTANCE OF 701.39 FEET TO THE POINT OF BEGINNING, CONTAINING 401,581 SQUARE FEET OR 9.215 ACRES OF LAND, MORE OR LESS.

LEGEND			
IFP - IRON PIPE FOUND	MF - METAL FIND	SPRINKLER BOX	
IRF - IRON ROD FOUND	MS - METAL SET	SPRINKLER HEAD	
IRS - IRON ROD SET	CP - COMPUTED EASEMENT POINT	SPRINKLER VALVE	
CMF - CONCRETE MONUMENT	CMF - CONCRETE MONUMENT	GAS TEST LOCATION	
MMF - MAG MIAL FOUND	MMF - MAG MIAL FOUND	GAS METER	
CP - COMPUTED POINT	CP - COMPUTED POINT	GAS VALVE	
BFP - BACKFLOW PREVENTER	WV - WATER VALVE	FLAG POLE	
WV - WATER VALVE	TP - TELEPHONE VAULT	TREE	
TP - TELEPHONE VAULT	TCB - TRAFFIC CONTROL BOX	BOLLARD	
TCB - TRAFFIC CONTROL BOX	VP - POWER VAULT	BORHOLE	
VP - POWER VAULT	UV - UTILITY VAULT	AC UNIT	
UV - UTILITY VAULT	WF - WETLAND FLAG	MAILBOX	
WF - WETLAND FLAG	RCP - REINFORCED CONCRETE PIPE	CLEAN OUT	
RCP - REINFORCED CONCRETE PIPE	CMP - CORRUGATED METAL PIPE	GUY	
CMP - CORRUGATED METAL PIPE	DIP - DUCTILE IRON PIPE	HC - HANDICAP PARKING	
DIP - DUCTILE IRON PIPE	HDPE - HIGH DENSITY POLYETHYLENE PIPE	WELL	
HDPE - HIGH DENSITY POLYETHYLENE PIPE	FES - FLARED END SECTION	MONITORING WELL	
FES - FLARED END SECTION	MF - FIBER OPTIC MARKER	ROOF DRAIN	
MF - FIBER OPTIC MARKER	MKG - GAS MARKER	WATER SPIGOT	
MKG - GAS MARKER	TP - TELEVISION PEDESTAL	DEED LINE	
TP - TELEVISION PEDESTAL	SIGP - SIGNAL POLE	LINE NOT SURVEYED	
SIGP - SIGNAL POLE	HVAC - HEATING VENTILATION AND AIR CONDITIONING	STORM LINE	
HVAC - HEATING VENTILATION AND AIR CONDITIONING	LSA - LANDSCAPED AREA	SANITARY LINE	
LSA - LANDSCAPED AREA	R/W - RIGHT-OF-WAY	FENCE	
R/W - RIGHT-OF-WAY	P/L - PROPERTY LINE	OVERHEAD POWER LINE	
P/L - PROPERTY LINE	C/L - CENTERLINE	PAINTED GAS LINE	
C/L - CENTERLINE	NTS - NOT TO SCALE	PAINTED POWER LINE	
NTS - NOT TO SCALE	GV - GAS VALVE	PAINTED STORM LINE	
GV - GAS VALVE	CB - CATCH BASIN	PAINTED TELEPHONE LINE	
CB - CATCH BASIN	GI - GRATE INLET	PAINTED WATER LINE	
GI - GRATE INLET	YI - YARD INLET	EDGE OF TREE LINE	
YI - YARD INLET	CI - CURB INLET	PAINTED FIBER OPTIC LINE	
CI - CURB INLET	EP - EDGE OF PAVING	PAINTED CABLE TV LINE	
EP - EDGE OF PAVING	TBC - TOP BACK OF CURB		
TBC - TOP BACK OF CURB	DB - DEED BOOK		
DB - DEED BOOK	PB - PLAT BOOK		
PB - PLAT BOOK	PG - PAGE		
PG - PAGE	SF - SQUARE FEET		
SF - SQUARE FEET	(XXXX) - SITE ADDRESS		
(XXXX) - SITE ADDRESS			



TO: HAWTHORN DEVCO LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6 (a), (b), 8, 10, 13, 14, 16 AND 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON APRIL 13, 2022.



EXCEPTIONS FROM SCHEDULE B PART 2

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I - REQUIREMENTS ARE MET, NOT A SURVEY MATTER.
2. THE LIEN OF ALL TAXES FOR THE YEAR 2022 AND THEREAFTER, WHICH ARE NOT YET DUE AND PAYABLE, NOT A SURVEY MATTER.
3. BUILDING RESTRICTION LINES, EASEMENTS, AND ANY OTHER MATTERS SHOWN ON MAP OR PLAT RECORDED IN MAP BOOK 34, PAGE 611, AS SHOWN ON SURVEY.
4. EASEMENTS AND RIGHTS-OF-WAY FOR ROADS OR PUBLIC PRIVATE UTILITIES, AS SHOWN ON SURVEY, OBSERVED AND MADE AVAILABLE TO THIS FIRM ONLY.
5. TITLE TO THAT PORTION OF THE LAND WITHIN THE BOUNDS OF BEATTIES FORD ROAD AND APRIL MIST TRAIL, AS SHOWN ON SURVEY.
6. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION AS TENANTS UNDER UNRECORDED LEASES, NOT A SURVEY MATTER.
7. ANY DISCREPANCY, CONFLICT, MATTER AFFECTING ACCESS, SHORTAGE IN AREA OR BOUNDARY LINES, ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OVERLAP, SETBACK, EASEMENT OR CLAIMS OF EASEMENT, RIPARIAN RIGHT, AND TITLE TO LAND WITHIN ROADS, WAYS, RAILROADS, WATERCOURSES, BURIAL GROUNDS, MARSHES, DREDGED OR FILLED AREAS OR LAND BELOW THE MEAN HIGH-WATER MARK OR WITHIN THE BOUNDS OF ANY ADJOINING BODY OF WATER, OR OTHER ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY A CURRENT INSPECTION AND ACCURATE AND COMPLETE LAND SURVEY OF THE LAND, AS SHOWN ON SURVEY.
8. DISCREPANCIES, VARIANCES, SHORTAGES OR OVERAGES IN THE ACREAGE OF THE LAND, NONE.
9. STATUTORY LIENS OF MECHANICS, LABORERS AND MATERIALMEN THAT HAVE PERFORMED OR FURNISHED LABOR, PROFESSIONAL DESIGN OR SURVEYING SERVICES, OR FURNISHED MATERIALS OR RENTAL EQUIPMENT OF WHICH NO NOTICE APPEARS OF RECORD. (NOTE: THIS EXCEPTION WILL BE DELETED ONLY UPON RECEIPT OF DOCUMENTATION SATISFACTORY TO THE COMPANY SATISFYING THE REQUIREMENTS ADDRESSING LIENS FOR LABOR, SERVICES, MATERIALS OR RENTAL EQUIPMENT SET OUT IN SCHEDULE B-1 OF THIS COMMITMENT.) NOT A SURVEY MATTER.

ALTA/NSPS LAND TITLE SURVEY OF
11824 BEATTIES FORD RD
HUNTERSVILLE, NORTH CAROLINA
SURVEYED FOR: HAWTHORN, DEVCO, LLC

CITY OF HUNTERSVILLE	MECKLENBURG CO., N.C.
Date: 5/24/22	Scale: 1"= 50'
Sheet 1 of 1	J.N.: 52389
Drawn by: TJ	Checked by: MM
Revised:	

TIMMONS GROUP

HUNTERSVILLE RETIREMENT RESIDENCE

TOWN OF HUNTERSVILLE, NORTH CAROLINA

SURVEY

JOB NO.
52389

SHEET NO.
RZ-100

THIS DRAWING PREPARED AT THE
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TEL 704-602-8800 FAX 704-374-1076 www.timmons.com
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YOUR VISION ACHIEVED THROUGH OURS.

REVISION DESCRIPTION

DATE

30 JUNE 2022

DRAWN BY

R.SAMUELS

DESIGNED BY

J. DOLAN

CHECKED BY

B.CRUTCHFIELD

SCALE

AS SHOWN

DATE

30 JUNE 2022

DRAWN BY

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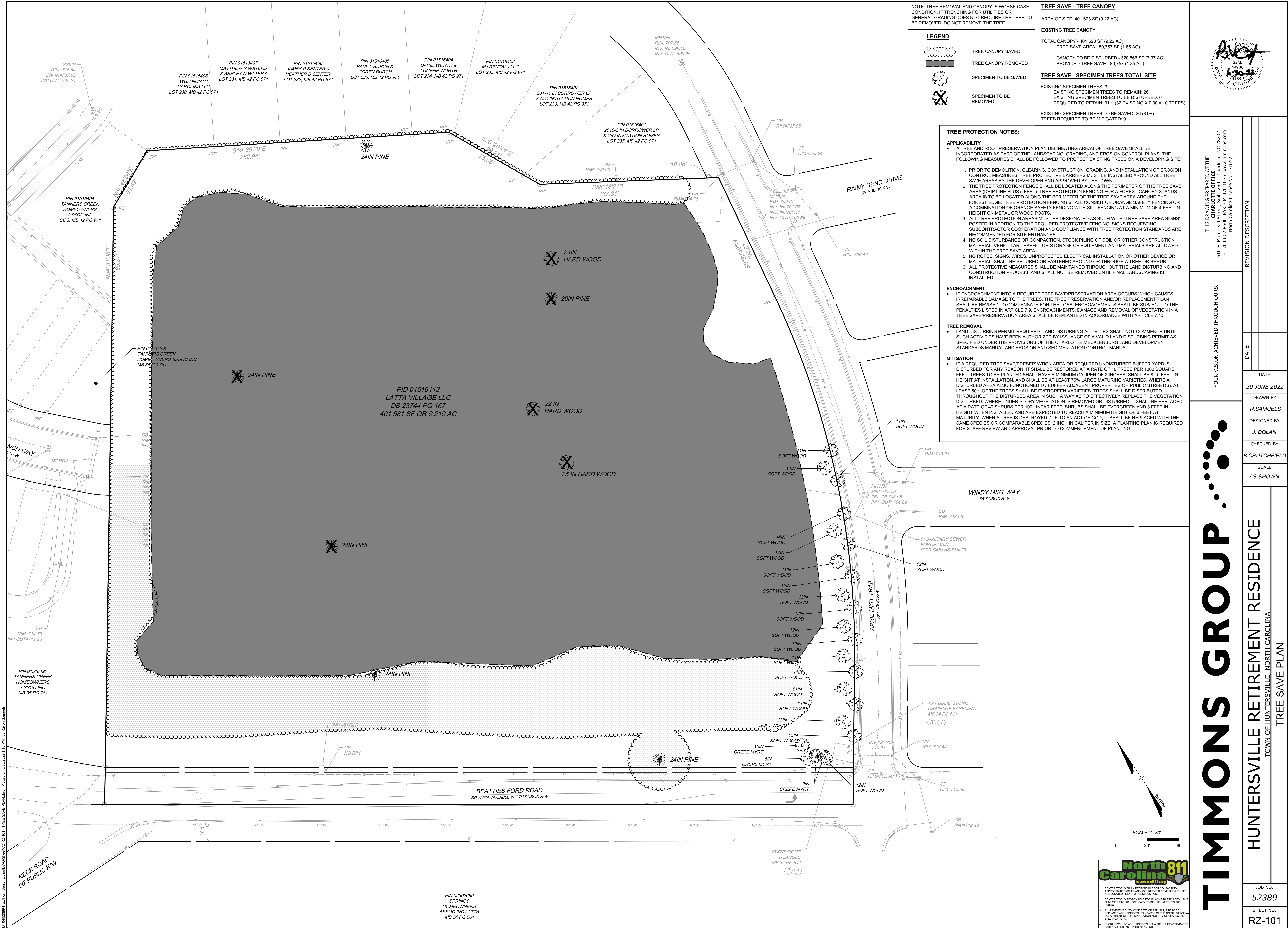
CHECKED BY

B.CRUTCHFIELD

SCALE

AS SHOWN

S:\0452368-Huntersville Retirement Residence\Senior Living\DWG\DWG\TreeSave\CD02-01 Tree Save Plan.dwg [Printed on 6/26/2022 1:10:54 PM] by R. Samuels



TIMMONS GROUP

HUNTERSVILLE RETIREMENT RESIDENCE

TOWN OF HUNTERVILLE, NORTH CAROLINA

TREE SAVE PLAN

JOB NO.
52389

SHEET NO.
RZ-101

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B. CRUTCHFIELD

SCALE
AS SHOWN

JOB NO.
52389

SHEET NO.
RZ-101

1. FIRE DEPARTMENT ACCESS ROAD SHALL BE A MIN. 20' UNOBSTRUCTED CLEAR WIDTH AND SHALL BE CAPABLE OF SUPPORTING 80,000 LBS.
2. FIRE DEPARTMENT ACCESS ROAD SHALL EXCEED 15' SHALL PROVIDE AN APPROVED TURNAROUND.
3. TURNAROUNDS SHALL BE LOCATED INSIDE AND OUTSIDE.
4. FIRE APPARATUS ACCESS ROADS SHALL NOT HAVE A SLOPE GREATER THAN 10%.
5. FIRE DEPARTMENT ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO TOUGHEN THE IMPOSED LOADS OF FIRE APPARATUS AND SHALL BE SURFACED SO AS TO PROVIDE ALL-WEATHER DRIVABILITY. CITY'S LARGEST TRUCKS (LADDER CARRIERS) HAVE A GROSS VEHICLE WEIGHT (GVW) OF 80,000.
6. FIRE APPARATUS ACCESS ROADS SHALL BE WITHIN 200 FEET OF ALL EXTERIOR WALLS OF ALL BUILDINGS.
7. AN ACCESS ROAD AND FIRE HYDRANT SHALL BE LOCATED WITHIN 750 FEET FROM THE MOST REMOTE POINT OF ALL BUILDINGS, AND MEASURED "AS THE TRUCK TRAVELS".
8. FIRE DEPARTMENT CONNECTION (FDC) SHALL NOT BE GREATER THAN 50 FEET FROM A FIRE DEPARTMENT ACCESS ROAD.

2. ALL UTILITIES ARE TO BE UNDERGROUND.
3. ALL DIMENSIONS ARE AT 90 DEGREES UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL MAINTAIN EXISTING POINT OF BEGINNING (P.O.B.) AND STATE STAKE AS INDICATED ON CONSTRUCTION DOCUMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. CONTRACTOR SHALL MAINTAIN EXISTING CURB AND SIDEWALKS UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE OF CURB OR CENTERLINE UNLESS OTHERWISE NOTED.
7. ALL DETAILS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH SPECIFICATIONS AND STANDARD DETAILS FOR CONSTRUCTION.
8. ALL RADIUS SHALL BE 4' - 6" (0.0) UNLESS OTHERWISE NOTED.
9. SIGHT TRIANGLES LOCATED SHALL BE THE MINIMUM REQUIRED.
10. ALL SIDEWALKS SHALL BE 4' - 6" (0.0) UNLESS OTHERWISE NOTED.
11. ALL CURBS AND GUTTER SHALL BE 4" STANDARD UNLESS OTHERWISE NOTED.
12. STOP SIGNS SHALL BE 3' X 3' UNLESS OTHERWISE NOTED.
13. NO OBSTRUCTION OF PUBLIC CURB OR SIDEWALK WILL BE ALLOWED. NO PARKING IS ALLOWED OVER PUBLIC SIDEWALKS.
14. NO RESOLUTION LATER ALLOWED ON SITE.
15. THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER STORAGE AND CONVEYANCE TO THE STORM DRAINAGE SYSTEM. THE EASEMENT IS NOT FOR OTHER USES OR SYSTEM MAINTENANCE IS PROHIBITED. MAINTENANCE OF THE SIDE SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER.

COORDINATE ALL CURB AND STREET GRADES IN INTERSECTION WITH INSPECTOR.
2. DIRECT VEHICULAR ACCESS OUTSIDE OF CONSTRUCTION ENTRANCE TO SITE IS PROHIBITED DURING CONSTRUCTION PERIOD.
3. PRIOR TO PLAT RELOCATION, OFFSITE ROW AND/OR CONSTRUCTION EASEMENT ARE REQUIRED TO BE OBTAINED ACCORDING TO THE GUIDELINES OF THE "OFFSITE ROW ACQUISITION PROCESS". THESE EASEMENTS MUST BE CONSTRUCTED WITHIN 90 DAYS WITH LEAF SIGNAGE ON THE EASEMENT.
4. THE DEVELOPER SHALL CONTACT THE CHARLOTTE DEPARTMENT OF TRANSPORTATION (GUS JORDI, 704.386.1098) TO IDENTIFY ANY CONFLICTS WITH LEAF SIGNAGE ON THE EASEMENT. 90 DAYS WILL BE REQUIRED TO COORDINATE RELOCATION. DEVELOPER SHALL BE RESPONSIBLE FOR ALL RELATED RELocation COST AND ANY REPAIR COST CAUSED BY THE CONTRACTOR/DEVELOPER.
5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND STREETS ALLOWED 7 DAYS PROCESSING FOR PERMIT. FOR INFORMATION CONTACT CHARLOTTE DEPARTMENT OF TRANSPORTATION 704-386-4025 OR VISIT: <http://www.charlotte-northcarolina.gov/transportation/street-maintenance/home.htm>
RIGHT-OF-WAY CLOSURES LONGER THAN 30 DAYS REQUIRE A ROW LEASE AGREEMENT WHICH WILL BE REQUIRED TO BE OBTAINED PRIOR TO THE START OF CONSTRUCTION. THE LEASE AGREEMENT THROUGH A LEASE AGREEMENT MAY BE DIFFERENT FROM THE ONE REQUIRED DURING THE LAND DEVELOPMENT PLAN REVIEW AND ARE SUBJECT TO REVISIONS. THE REVISED PRACTICE CONTROL, CONSTRUCTION AND MAINTENANCE MANUALS WILL BE REQUIRED TO BE SUBMITTED PRIOR TO THE START OF ROW CLOSURES. CONTRACTOR SHALL CONTACT CDDT AT 704.338-8348.

	R/W, PROPERTY LINE	-/-
	1' - 6" CURB & GUTTER	C800
	STOP SIGN	-/-
	STREET SIGN	-/-
	LIGHT-DUTY ASPHALT	C801
	HEAVY-DUTY ASPHALT	C801
	HEAVY-DUTY CONCRETE	C801
	CONCRETE SIDEWALK	C801

1. SITE ADDRESS:
6025 APRIL MIST TRAIL
HUNTERSVILLE, NC 28078

2. PARCEL ID:
01516113

3. SITE AREA:
9.2178 AC. (401,528 SF)

4. ZONING:
EXISTING ZONING: HC (CD) HIGHWAY COMMERCIAL
PROPOSED ZONING: NR (CD) NEIGHBORHOOD RESIDENTIAL

5. UNIT COUNT:
PROPOSED: 151 SUITES

6. BUILDING HEIGHT:
ALLOWED: 45'-0" MAX HEIGHT
PROPOSED: 43'-8" HEIGHT

7. SETBACKS:
N/A, SEE BUFFERS
FRONT BUILD-TO LINE: E 68' / S 144'-4" PROVIDED
SIDE YARD: 53'-4" PROVIDED
REAR YARD: 184'-2" PROVIDED

8. REQUIRED BUFFER:
30' MIN FOR CIVIC USE ABUTTING RESIDENTIAL
30' PROVIDED
100' PROVIDED FROM BEATTIES FORD RD.

9. PROPOSED USE:
CONGREGATE HOUSING (CIVIC USE)

10. WATERSHED OVERLAY DISTRICT:
MCOWELL WATERSHED/MOUNTAIN ISLAND LAKE PROTECTED AREA (PA-1)

11. FEMA FIRM:
FIRM 170451700K DATED 8/22/2015,
PARCEL IS LOCATED IN ZONE 'X' OF THE FEMA FLOOD ZONE AND THE COMMUNITY FLOOD ZONE.

12. PARKING REQUIREMENTS:
REQUIRED PARKING: NO MINIMUM REQUIRED
PARKING PROVIDED: 143 TOTAL SPACES
STANDARD: 123 SPACES
ACCESSIBLE: 5 SPACES
GARAGE: 15 SPACES (6 VAN)
VANPOOL / LOW EMISSION: 6 SPACES
ELECTRIC VEHICLE (EV): 5 SPACES

13. OPEN SPACE:
PROVIDED OPEN SPACE: NO MINIMUM COMMON OPEN SPACE
PROVIDED OPEN SPACE: 100' (ADJACENT TO BEATTIES FORD RD)

SCHEMATIC NATURE OF REZONING PLAN

- THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. MINOR MODIFICATIONS TO THE PLAN MAY OCCUR DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT. THE REMOVAL OF TREES AND VEGETATION TO ACCOMPLISH THE IMPROVEMENTS IS GENERALLY CONTEMPLATED AS SHOWN ON THIS REZONING PLAN.
- THIS IS A REZONING PLAN AND AS SUCH IS TO BE GRAPHICALLY REPRESENTATIVE OF WHAT IS PROPOSED. THE FINAL ENGINEERING PLAN WILL HAVE MINOR CHANGES. THE BUILDING LOCATION, SIZE, ORIENTATION, AND FEATURES MAY HAVE MINOR CHANGES BASED ON FINAL ENGINEER DESIGN, AS APPROVED BY STAFF.

ACCESS

- THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE. TO THE EXTENT PERMITTED BY APPLICABLE DRIVEWAY PERMIT REQUIREMENTS, FUTURE DRIVEWAYS, ACCESS POINTS AND ROAD CONNECTIONS MAY CROSS THE SETBACK AND SHALL NOT REQUIRE A REZONING OF THE PROPERTY, BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS.

SIGNAGE

- ALL SIGNS SHALL COMPLY WITH THE TOWN OF HUNTERSVILLE CODE.

PARKING

- BUILDING - 54.17% SF
- NO MINIMUM PARKING REQUIREMENTS
- SPACES REQUIRED = NO MINIMUM
- SPACES PROVIDED = 143 SPACES TOTAL SPACES
- REQUIRED ADA SPACES = 5 SPACES
- PROVIDED ADA SPACES = 5 SPACES
- GARAGE = 15 SPACES (5 VAN)
- VANPOOL / LOW EMISSION = 6 SPACES
- ELECTRIC VEHICLE (EV) = 6 SPACES
- NO STACKING, PARKING OR QUEUING WILL TAKE PLACE ON THE STREET OR PUBLIC RIGHT OF WAY.
- PARKING LOT WILL CONFORM WITH ARTICLE 6 OF THE TOWN OF HUNTERSVILLE ORDINANCE.

WATER/ SEWER / UTILITIES

- WATER AVAILABLE ON APRIL MIST TRAIL
- SEWER AVAILABLE FROM EXISTING MH ON APRIL MIST TRAIL
- GARBAGE SERVICES WILL BE PROVIDED IN A DUMPSTER FACILITY ON SITE.

DUMPSTER ENCLOSURE

- THE DUMPSTER WILL BE HIDDEN BY OPAQUE FENCE OR WALL OF SUFFICIENT HEIGHT TO SCREEN THE BIN. INSTALLATION WILL COMPLY WITH ARTICLE 6 OF ZONING ORDINANCE.

LIGHTING

- THE LIGHTING FOR THIS PROJECT WILL MEET THE REQUIREMENTS OF 8.26.

ENVIRONMENTAL

- EROSION CONTROL PLANS WILL COMPLY WITH CURRENT ORDINANCES AND BE APPLIED FOR DURING THE CONSTRUCTION AND CONSTRUCTION PHASES.
- WATER QUALITY, POST CONSTRUCTION, AND STORM WATER MANAGEMENT WILL COMPLY WITH THE CURRENT ORDINANCES AND WILL BE APPLIED FOR DURING THE SITE PLAN PROCESS.
- ADDITIONAL STORMWATER WILL BE PROVIDED THAT EXCEEDS THE TOWN REQUIREMENTS. THE 25-YR STORM WILL BE OBTAINED WITHIN THE BMP TO MEET CURRENT PEAK RUNOFF CONDITIONS.

BUFFERS/LANDSCAPING

- BUFFER YARDS SHALL BE PLANTED IN ACCORDANCE WITH ARTICLE 7.5 OF THE ZONING ORDINANCE. THE BUFFER YARDS WILL BE NATURAL, UNDISTURBED WOODED AREAS, AND SUPPLEMENTED IF AN OPAQUE BUFFER IS NOT CREATED WITH EXISTING VEGETATION PER ARTICLE 9.5 OF THE ORDINANCES.

EXISTING 70' RIGHT OF WAY

35'-0" 35'-0"

15'-0" 15'-0" 15'-0" 15'-0"

STREET TREES

15' PUBLIC STORM DRAINAGE EASEMENT MB 34 PG 611

3 4

VARIABLE (16-26) PLANTING STRIP

12'-0" 12'-0" 12'-0"

TRAVEL LANE TURN LANE TRAVEL LANE

2.0% 3:1 MAX.

2:1 CUT MAX. 3:1 FILL MAX. RIM=713.44

CB

PROPOSED

18" PAVED

EXISTING

3:1 MAX. EXISTING DITCH

YOUR VISION ACHIEVED THROUGH OURS.

HUNTERSVILLE RETIREMENT RESIDENCE

TOWN OF HUNTERSVILLE, NORTH CAROLINA

SITE LAYOUT PLAN

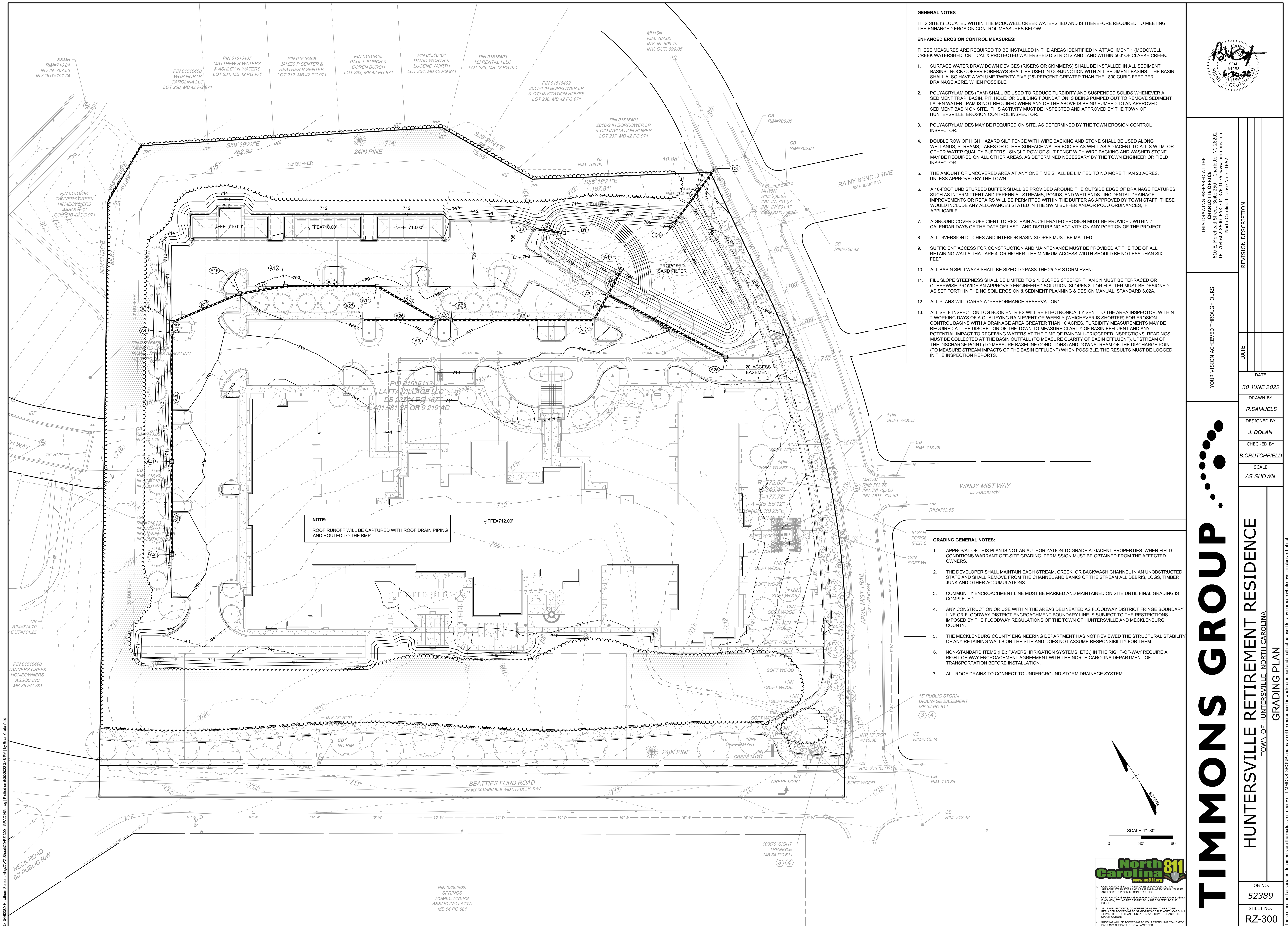
WILLE RETIREMENT PLAN

SITE LAYOUT PLAN

JOB NO.
52389

SHEET NO.
RZ-200

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February 21, 2022

Mrs. Kristi Neznanski
Hawthorn Devco, LLC
2260 McGilchrist Street SE
Salem, OR 97302

**SUBJECT: WILLINGNESS TO SERVE
HUNTERSVILLE RETIREMENT RESIDENCE
11824 BEATTIES FORD ROAD, HUNTERSVILLE, NC 2878**

After an analysis by Charlotte Water's Capacity Assurance Program (CAP) of the sanitary sewer system associated with the proposed **HUNTERSVILLE RETIREMENT RESIDENCE** development, it was determined that there is currently sufficient capacity to accommodate the proposed sewer flow (**19,800 gallons per day**), at the connection point(s) indicated on the submitted exhibit plan for transmission to the **McDowell Creek Wastewater Treatment Plant**; (NPDES permit number **NC0036277**),

Please note that the availability of flow is subject to change and that this **Willingness to Serve (WTS) review does not guarantee future capacity or reserve capacity in the public sewer system. A full CAP application with fully engineered site utility plan must be submitted and approved to reserve sewer capacity for this project.** Please contact new Services at 704-432-2854 for official submittal guidelines to the Capacity Assurance Program.

CLTWater agrees to furnish water to the subject project. The water quality to the subject project is regulated by the State Drinking Water Act Amendments of 1986 and, The Water Supply Management Plan, PWS ID # **0160010**, on file with the Public Water Supply Section of NC DEQ. However, CLTWater cannot guarantee a constant pressure or quality of flow.

The applicant should understand that due to the involvement of other agencies and continuing growth of the water and sewer system, the ability to provide service for future projects cannot be guaranteed nor reserved. Connection to the CLTWater and sewer system is accepted on a first come, first served basis.

The applicant should understand that this letter is not an authorization to construct or extend private water or sewer systems, as the appropriate local or State permits are required prior to construction. The analysis performed determines available capacity within the existing public gravity sewer system. The development is responsible for any additional private or public sewer infrastructure required to convey flow from the proposed development to the existing public sewer. If you have any questions, please do not hesitate to contact me at (704) 432-5801.

Sincerely,

Guillermo Anzola

Guillermo Anzola / Engineering Assistant
CHARLOTTE WATER / charlottewater.org

Neighborhood Meeting Report

Prepared August 31st, 2022

Meeting Summary

A neighborhood meeting as required for a conditional rezone was held via Zoom at 6pm on August 30th, 2022 for the Huntersville Retirement Residence. A copy of the meeting invitation is included in this report as *Attachment A*.

Previously an informational meeting was held on June 22nd, 2022, prior to formally submitting for the Conditional Rezone for the project. Neighbors within 250 feet of the site and the three neighborhood associations directly adjacent to the site were invited by mail and email. The meeting invitation and attendee registration list is included as *Attachment B*. This meeting was not a formal neighborhood meeting as required by the Town Ordinance as part of the Conditional Rezone.

At the official meeting on August 30th, a PowerPoint presentation was shared with the meeting attendees. The presentation summarized the existing zoning, the proposed rezone, background on Hawthorn, operations of the proposed senior housing project, along with details on the site plan and architectural design of the building. Changes to the site plan from the June 22nd meeting were also discussed.

Following the presentation, the neighbors asked questions and the following items were discussed:

- Concerns related to the new fire access road connection to Cane Branch Way. Hawthorn will review with the fire marshal and continue to discuss with staff.
- Comments related to high school students in the area, vandalism, safety, and security of residents.
- Questions about Hawthorns resident age and rental costs.
- Discussion about design considerations for views from neighboring homes on the other side of April Mist Trail.

A few attendees asked for updates on hearing dates and indicated they were supportive of the project. The meeting ended at approximately 6:33.

Notifications

The meeting invitation was mailed via USPS to the following:

- Owner of each property petitioned for rezoning
- Owner of each abutting property
- Owner of each property within 250 feet of the petitioned property
- Owner of each property directly across a street, easement, or right-of-way (public or private) from the petitioned property
- Owner of each property across a street, easement, or right-of-way (public or private) and within 250 feet of the right-of way boundary opposite the petitioned property
- Neighborhood associations, property owner associations, and homeowner associations registered with the Huntersville Planning Department within 2,000 feet of any portion of the site

The meeting invitation was sent to the following via email:

- Planning Staff – Jesse James
- Tanners Creek HOA Board
- Tanners Creek Townhome HOA Board
- Latta Springs HOA Representatives Cynthia Davis, Christina Paryani, and Rick Babb
- Town of Huntersville Planning Board Members
- Town of Huntersville Mayor and Town Board Members

Persons In Attendance

A record of the attendees to registered for the meeting is included as *Attachment C*.

Neighborhood Meeting Notice for Conditional Rezone R22-03 Huntersville Retirement Residence 6925 April Mist Trail

We invite you to a virtual meeting to discuss the Conditional Rezone Petition R22-03 filed by Hawthorn Devco LLC to rezone approximately 9.219 acres of land from Highway Commercial to Neighborhood Residential for the development of a senior congregate living facility. The property is parcel number 01516113 located at the NW corner of Beatties Ford Road and April Mist Trail and is currently owned by Latta Village, LLC.



We have attempted to notify all property owners near the project however, we encourage you to share with others who may be interested in this project. If you would like additional information or have any issues registering for this upcoming meeting, please reach out to the contact below.

Tuesday, August 30th, 2022 at 6pm via Zoom

For the Zoom Meeting Link, please register in advance of the meeting.

Register here: bit.ly/HuntersvilleNeighborhoodMtg

For more information or for assistance registering for the meeting, please contact:

Kristi Neznanski, Project Manager

KNeznanski@HawthornCG.com 503-400-9239

Informational Meeting Notice for the proposed Huntersville Retirement Residence

We invite you to a virtual meeting to discuss the Hawthorn Senior Living development planned for the property located at 11824 Beatties Ford Road, the NW corner of Beatties Ford Road and April Mist Trail. The project is a three-story, 150-suite senior living facility on approximately 9.219 acres.



We have attempted to notify all property owners near the project however, we encourage you to share with others who may be interested in this project. If you would like additional information or have any issues registering for this upcoming meeting, please reach out to the contact below.

Wednesday June 22nd, 2022 at 6pm via Zoom

For the Zoom Meeting Link, please register in advance of the meeting.

Register here: bit.ly/HawthornHuntersville

For more information or for assistance registering for the meeting, please contact:

Kristi Neznanski, Project Manager

KNeznanski@HawthornCG.com 503-400-9239

6/22/2022 Zoom Meeting Registration Report		
First Name	Last Name	Email*
Alicia	Carr	e2000@yahoo.com
Arlene	Nazur	arlene@gmail.com
Ashley	Childers	ychilders@live.com
Bill	Bodar	rk086@yahoo.com
Bonnie	Peerbolte	rbolte@yahoo.com
Bonnie	Peerbolte	rbolte@yahoo.com
Brenda	Jensen	rendaj330@att.net
Carolyn	Johnson	care24@gmail.com
Christopher	Behm	behms@gmail.com
David	Wolff	volff10@gmail.com
David	Torres	d.torres@mac.com
Dawn	Suthard	uthard@gmail.com
Denny	Seitz	2seitz@yahoo.com
Geri	Addamo	indow@gmail.com
Glenda	Snider	@urmedwatch.com
Gregory	Evans	hs1969@gmail.com
Gregory	Evans	hs1969@gmail.com
Howard	Washington	wash1@yahoo.com
Ian	Johnson	son40@yahoo.com
Jeff	Hicks	ks1272@gmail.com
Jessenia	Matute	ega713@gmail.com
Jessica	Phillips	is1012@gmail.com
Jessica	Barker	t.2004@gmail.com
Jim	Senter	nter71@gmail.com
Kimberly	Ackary	ommy@yahoo.com
L	Barahona	parahona@tiaa.org
Latonya	Johnson	uel55@yahoo.com
Laura	Orth	ra.orth@gmail.com
Leisa	Huntley	8342@hotmail.com
Leo	Marte	rte.leo@gmail.com
Linda	Zamora	ora4@reagan.com
Matt	Neznanski	nanski@gmail.com
P.	Iovino	bivloa@yahoo.com
Patricia	Friedman	lake@hotmail.com
Renee	Sanders	yes913@gmail.com
Robert	Llora	t.Llora@gmail.com
Spencer	Dobbins	bins07@gmail.com
Stephanie	Enz	sitz626@gmail.com
Stephanie	Wright	right1@yahoo.com
Steven	Wesner	vesner@gmail.com
Susan	Jellum	n@rocketmail.com
Tessie	McKoy	ckoy8@yahoo.com
Thomas	May	070@sbcglobal.net
Tim	Daley	13186@gmail.com
Zach	Soder	astalrecruiting.com

*email addresses are obscured to protect privacy

8/30/2022 Zoom Meeting Registration Report		
First Name	Last Name	Email*
Jesse	James	s@huntersville.org
Lisa	Wenzel	ldwenzel@aol.com
Debra	George	brge95@gmail.com
Charlotte	Goode	ode@bellsouth.net
Robert	Llora	t.Llora@gmail.com
Laura	Orth	ra.orth@gmail.com
Jim	Senter	nter71@gmail.com
Leo	Marte	rte.leo@gmail.com
Daena	Lowell	.lowell@gmail.com
Monica	Daniels	niels25@gmail.com
Joe and Trudy	Lewis	je8325@gmail.com
P	lovino	bivloa@yahoo.com
L	Barahona	barahona@tiaa.org
Brenda	Jensen	rendaj330@att.net
Ana		sencia@gmail.com
Ian	Johnson	son40@yahoo.com
Latonya	Johnson	uel55@yahoo.com
Laura	Hamilton	ham76@gmail.com
Amanda	Mowbray	wbray@gmail.com
Ashley	Childers	ychilders@live.com
G	Addamo	indow@gmail.com
Carolyn	DeWolfe	wolfe5@gmail.com
David	Torres	d.torres@mac.com

**email addresses are obscured to protect privacy*



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

Article 14.2 of the Zoning Ordinance requires that a Traffic Impact Analysis (TIA) be performed for any residential subdivision, multifamily site plan, or non-residential development, or portion thereof, which is expected to create one hundred (150) or more peak hour vehicle trips or 1,500 or more daily trips.

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

Applicant: Hawthorn Devco LLC Contact: Kristi Neznanski

Project Name: Huntersville Retirement Residence

Project Address: 11824 Beatties Ford Road Huntersville, NC 28078

Project Description (including square footage for each proposed land use):

Approximately 150,000 SF congregate living facility with 150 resident suites.

Applicant

Printed Name Hawthorn Devco LLC Contact: Kristi Neznanski Phone 503-400-9239

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

Signature Kristi Neznanski

Digitally signed by Kristi Neznanski
DN: cn=Kristi Neznanski, o=Hawthorn Devco LLC, ou, email=KNeznanski@HawthornCG.com, c=US
Date: 2022.05.23 10:41:19 -07'00'

Title Project Manager Email KNeznanski@HawthornCG.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 6/1/22

Daily Trips Anticipated 327

Peak Hour Trips Anticipated AM 13 PM 27

TIA Required (Yes/No) No

Date of Determination: 6/2/22

Comments: Determination based on a 150 residential unit congregate care facility.

NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
07 CvS 2652

EUGENE N. BARRINGER, GERTRUDE)
BOST, KAY BOST, TROY BOST,)
WILLIE H. BOST, LOUISE W. CONNOR,)
ANNIE L. DAVIDSON, CHARLENE)
DAVIDSON, MAZELLA W. GRAHAM,)
BETTY BARRINGER PATTERSON,)
and BILLY RAY WILSON,)

**AFFIDAVIT OF JOHN J.
SIMONEAU, III**

Plaintiffs)

v.)

TOWN OF HUNTERSVILLE, a)
North Carolina municipal corporation,)
and the TOWN OF HUNTERSVILLE)
BOARD OF COMMISSIONERS,)

Defendants)

and)

SIGNATURE DEVELOPMENT, LLC and)
HARRIS TEETER PROPERTIES, LLC)

Intervenor Defendants)

John J. Simoneau, III, being first duly sworn, deposes and says:

I am the Planning Director for the Town of Huntersville where I have been employed since August of 2001. I have first-hand knowledge of the facts and records maintained by the Town of Huntersville relating to three petitions which are the subject of the above-captioned lawsuit, being Petitions R06-01, R06-14 and TA06-12 (the "Petitions"). The facts relating to these three Petitions are outlined in this affidavit.

BACKGROUND FACTS

The properties that are subject to the Petitions are within the Town's (extraterritorial) zoning jurisdiction. One parcel, known as Hopewell Village, contains 8.65 acres and was zoned as a highway commercial district. This is a parallel zone that was close to the zoning placed on this property by Mecklenburg County under a conditional use permit prior to its being included

Correct

in the Huntersville ETJ. The Hopewell Village site is shown in red on the zoning map attached as **Exhibit 1** and is now owned by Harris Teeter Properties, LLC. Harris Teeter holds a vested right to develop this site as a commercial center containing up to 70,000 square feet of mixed uses as permitted under the approved conditional use plan. Under this plan, the ground floor square footage of any one particular building is not limited. Although some development has been commenced on the property, the Hopewell Village site can be physically converted to residential uses.

Prior to January of 2006, a petition had been filed to rezone a 23.33 acre tract located at the corner of Beatties Ford Road and Hambright Road in which the petitioner sought to rezone that tract to a highway commercial district for the development of a commercial shopping center. The 23.33 acre site is at the eastern boundary of the Hopewell High School as shown on **Exhibit 1** attached and was zoned as a rural district. In that Hopewell Village was located in close proximity just on the other side of Hopewell High School, the petition had little chance of success and was withdrawn by the applicant.

On January 3, 2006, Signature Development, as agent for the McDaniel family, filed Petition No. R06-01 for a conditional rezoning of the 23.33 acre tract to allow for the development of a 112,600 square foot shopping center as shown on **Exhibit 2** attached to be known as Latta Square. At the same time, Petition TA06-12 was filed to amend the zoning ordinance to provide for the main floor of buildings at minor thoroughfares to exceed 15,000 square feet. This petition was obviously crafted to allow Harris Teeter to give up its vested right on the Hopewell Village site and retain the right to build its anticipated facility on the Latta Village site.

Copies of the three Petitions referred as R06-01, R06-14 and TA06-12 are attached as **Exhibits 3, 4 and 5**. At the time these petitions were filed, neither a comprehensive land use plan nor a small area use plan had been adopted for this area by the Town. The Town had adopted a Huntersville Community Plan in which there was a stated goal to protect rural pastoral vistas with higher density development to be limited to important crossroads. A copy of the Community Plan is attached as **Exhibit 6**.

THE HEARINGS

Public hearings on the three Petitions were scheduled and duly advertised for October 16, 2006. The public hearing for each petition was continued to the November 20, 2006 meeting. Further notice of the November 20, 2006 was neither given nor required.

On November 20, 2006, the Town Board conducted public hearings on the three Petitions, and since they were interrelated, the hearings were consolidated without objection. A copy of the minutes from the November 20, 2006 meeting is attached as **Exhibit 7**. The planning staff opposed the Petitions on the basis that the existing vested right for Hopewell Village was sufficient and, without a small area plan, a larger neighborhood center could lead to commercial sprawl in the immediate area. The staff acknowledged, however, that higher density development at the intersection of Beatties Ford Road and Hambright Road would be in keeping with the Community Plan. Due to the potential for additional commercial development across the intersection, the staff recommended that if the rezoning was permitted, a small area plan should be developed to avoid the extension of commercial development in this area.

At the public hearing, Harris Teeter indicated that it approved a change in the commercial site from Hopewell Village to Latta Square because it felt that the residents within the area generally favored a commercial center on the larger tract at the intersection rather than along Beatties Ford Road to the west of the high school. For that reason, Harris Teeter was willing to utilize either site as the Commissioner's deemed to be in the best interest of the community.

Subsequent to the consolidated public hearings, the Petitions were submitted to the Planning Board at its November 28, 2006 meeting. The text amendment proposed in TA06-12 was considered by the Planning Board at which time a motion to deny the text amendment failed in a 4-to-4 vote, and zoning petitions R06-1 and R06-14 were deferred to the December 19, 2006 meeting.

At the December 19, 2006 meeting of the Planning Board, the Board was advised that the square footage for the proposed center in Petition R06-1 had been reduced from 112,000 square feet to 99,800 square feet, that the applicant would agree to contribute funds for the development of a small area plan for this immediate area and would restrict the rear portion of the 23.33 acres from further development. The Planning Board voted not to recommend either application. A copy of the minutes from the December 19, 2006 meeting is attached as **Exhibit 8**.

The Town Board then considered the three Petitions at its meeting on January 16, 2007. A copy of the overview materials presented by the staff at this meeting is attached as **Exhibit 9**. A copy of the minutes of the January 16, 2007 meeting is attached as **Exhibit 10**.

At the time of its decision, the members of the Board clearly understood that Hopewell Village, owned by Harris Teeter, could be completed under the existing vested right, that of the two sites, the larger site at the intersection was considered superior, and that Harris Teeter would relinquish its vested right on Hopewell Village upon the approval of Latta Square with the amendment to the Zoning Ordinance to allow it to build the same facility it could have built at Hopewell Village. All three Petitions were approved by the Board on a 4-to-1 vote. The reasoning of the Board in making its decision is clear from the minutes of this meeting and no further statement regarding compliance with the Huntersville Community Plan was considered to be necessary.

This _____ day of June, 2007.

John J. Simoneau, III

Sworn to and subscribed before me this _____ day of June, 2007.

Notary Public

My Commission Expires:

[SEAL]

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Nathan Farber, Planner I

Date: October 3, 2022

Subject: Petition #TA22-06 - Increase Building Height Limits for Hotels/Motels

EXPLAIN REQUEST:

Conduct public hearing on petition #TA22-06, a request by DDRTC Birkdale Village, LLC to increase the building height limits for hotels or motels and commercial uses within Pedestrian Oriented Developments that are located in the Highway Commercial zoning district.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

NA

ATTACHMENTS:

1. TA22-06 PH Staff Report
2. 1. Text Amendment Application
3. Proposed Ordinance
4. Map of Highway Commercial Districts and existing developments

TA22-06 – Building Height in Pedestrian Oriented Developments

PART 1: DESCRIPTION

TA22-01 is a text amendment request by DDRTC Birkdale Village, LLC to amend Zoning Ordinance Articles 3.2.7(a) Highway Commercial district “Uses permitted with special use permits, Article 4: Building Type / Urban Workplace, Article 9.45 Hotels & Motels, and adding Article 9.63 Commercial Uses Exceeding Permitted Building Height. The applicant is proposing to allow Hotel and Commercial Uses within the Highway Commercial zoning districts pedestrian-oriented developments to exceed the maximum building height up to 145’.

PART 2: BACKGROUND

In 1998, text amendment TA97-25 was approved and added language to create a **pedestrian-oriented development** within the Highway Commercial zoning district (Article 3.2.7(d)(4)b). The applicant proposed the text amendment in tandem with rezoning R97-23 as the basis to Birkdale Village. Currently, Birkdale Village is the **only approved pedestrian-oriented development** in Huntersville. Pedestrian-Oriented developments require mixed use buildings with parking that is wrapped by buildings to be interior of the block.

Today, DDRTC Birkdale Village, LLC, has proposed to also use this proposed text amendment in tandem with the proposed rezoning R22-01 to make changes to Birkdale Village. These changes, as proposed, would allow development within Birkdale and any other development that follows the standards of a pedestrian-oriented development in the Highway Commercial district to achieve heights taller than the originally approved three stories or 48’. The text amendment would only allow heights to increase via a special use permit and cap the height to 145’. Parking decks that are associated with the proposed development would also be capped at the lesser of 70’ or the height of the hotel or urban workplace building. Any parking deck that is exposed at any point above the surrounding adjacent structures will have to meet strict architectural requirements that aims to help blend the structure into the existing area.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

- **Policy LU 2.1:** Higher intensity residential uses will be focused generally within 2 miles of the I77/NC115 corridor and future activity centers in the eastern and western areas of Huntersville zoning jurisdiction.
STAFF COMMENT: *This policy supports the text amendment as the majority of existing Highway Commercial Zoning districts are located within 2 miles of the I77/NC115 corridor. See attachment 3 for existing Highway Commercial Zoning districts.*
- **Policy LU 5.1:** Allow for more intense development only where transportation infrastructure and utilities already exist.
STAFF COMMENT: *This policy supports the text amendment as the increase in height would only occur in the Highway Commercial district which is focused close to main arterial roads and highways.*
- **Policy LU 6.2:** Commercial uses are encouraged in the Town Core and as specified in adopted Small Area Plans.

STAFF COMMENT: *This policy supports the text amendment as the text amendment proposes higher intensity commercial uses within the Highway Commercial Zoning District.*

- **Policy LU 8.2:** Evaluate and strengthen incentives to encourage the achievement of higher design standards.

Consider incentives that allow applicants to demonstrate excellence in design and exceptional public benefit for projects in key areas.

- Offer flexibility using performance standards, guided by the design principles.
- Specify intended outcomes and how site or building-specific design solutions can better achieve desired outcomes.
- Evaluate incentives periodically to determine their value given shifting market and neighborhood conditions.
- Incentives that could include:
 - Modification of height limit.
 - Increase in percent of allowable attached residential.
 - Reduced parking requirements.
 - Reduced buffer yard requirements

STAFF COMMENT: *This policy supports the text amendment as Specific architectural guidelines outlined for proposed parking structures with the goal of achieving a more desirable outcome.*

- **Policy LU-11: Protect Existing Housing Stock.**

- LU 11.1: Protect and enhance the unique character of Huntersville’s neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment.
 - Promote quality design and neighborhood improvements including increasing access to parks and recreation and mobility options.
 - Encourage coordination with neighborhoods to address infrastructure needs such as sidewalks and drainage.
- LU 11.2: Along existing streets, encourage new buildings to respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.
- LU 11.3: Study options for local housing stability programs to support existing homeowners.

STAFF COMMENT: *This policy may not support the proposed text amendment as the proposed height may not respect the building mass and scale of existing structures along existing streets. Staff did propose language that would enhance the architecture of any proposed parking decks to mitigate visual impacts.*

- **Policy LU-12.3:** Blend new development with existing neighborhoods, structures and landscapes through the use of transitions in building types and placement of open space, buffers, and other site features.

STAFF COMMENT: *This policy does not support the text amendment as a substantial increase in height may not blend new development with existing neighborhoods. Staff did propose language that would enhance the architecture of any proposed parking decks to mitigate visual impacts.*

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment as noted in Part 9 below.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD

The Huntersville Ordinances Advisory Board (HOAB) did not give a recommendation on August 4th and pushed the recommendation to the following meeting on September 1st. On September 1st the HOAB recommended approval with a vote of 7-1.

PART 6: PUBLIC HEARING

The Public Hearing is scheduled for October 3, 2022

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled for October 25, 2022.

PART 8: ATTACHMENTS

1. Applicant's Text Amendment Application
2. Proposed Ordinance
3. Map of Highway Commercial Districts and existing developments

PART 9: STATEMENT OF CONSISTENCY – TA22-06

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA22-06, Planning Staff recommends approval based on consistency with policies LU 2.1, 5.1, 6.2, and 8.2 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it applies only to Pedestrian Oriented Developments and requires a special use permit.	APPROVAL: In considering the proposed amendment TA22-06, the Planning Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>	APPROVAL: In considering the proposed amendment TA22-06, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>
DENIAL: N/A	DENIAL: In considering the proposed amendment TA22-06, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because....<i>(Explain)</i>	DENIAL: In considering the proposed amendment TA22-06, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because....<i>(Explain)</i>



Text Amendment Application

Date of Application 6/1/22

Fee

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

Type of Change

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

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

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): _____ Article(s): _____ Section(s): _____

See Attachment

Current Ordinance

See Attachment

Proposed Text

See Attachment

**Reason for Proposed
Change**

Attach additional pages if needed.

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

Applicant

Printed Name DDRTC Birkdale Village, LLC

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

Signature  Date June 1, 2022

Title Sr. VP Development Email mike.lant@naproperties.com

Address of Applicant 1175 Peachtree St., Suite 1650 Atlanta, GA 30361

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

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

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

Date Received By Planning Department: _____

Staff Initials: _____

ATTACHMENT TO TEXT AMENDMENT

Ordinance: Huntersville Zoning Ordinance

Articles/Sections:

Article 4 – LOT & BUILDING TYPES, Urban Workplace, Permitted Height & Uses

Article 9 – CONDITIONS FOR CERTAIN USES, Article 9.45, Hotels & Motels

Party Proposing the Amendment: DDRTC Birkdale Village, LLC (“Owner”) is proposing this Text Amendment as the owner of the property located in the Highway Commercial District at the intersection of NC 73 and Birkdale Commons Parkway (Birkdale Village), Huntersville, North Carolina, Tax Parcel Numbers: 00537157 and 00537197

Reason for Requested Change:

1. The proposed amendment is consistent with the Purposes of the Huntersville Zoning Ordinance (the “Ordinance”) as set forth in Article 1.2 which states that the purpose of the zoning regulations is to encourage the most appropriate use of land throughout the corporate area in accordance with the Huntersville 2040 Community Plan (the “Community Plan”) and other adopted long-range plans for the Town of Huntersville.
2. The proposed amendment is consistent with the Goals of the Community Plan including the following:
 - a. **Activated Mixed-Use and Activity Centers.** Creation of vibrant, pedestrian-accessible mixed-use areas with restaurants, small businesses, and housing.
 - b. **Growth Management.** Focus growth near the central core and limit growth in less developed areas.
 - c. **Economic Development.** Balance the tax base, encourage entrepreneurship and attract target industries.
 - d. **Housing Options.** Encourage walkable housing options and address affordability. Improve link between new housing and adequate transportation facilities.
 - e. **Transportation.** Improve streets and sidewalks and expand transportation options.
3. The proposed amendment is consistent with the Land Use Policy Recommendations in the Community Plan by encouraging higher density development in the I-77/NC-115 corridor and Mixed-Use Centers.
4. The proposed amendment is consistent with the Economic Vitality Policy Recommendations in the Community Plan by balancing and expanding the local economy through several avenues, including, supporting job growth, encouraging existing economic assets, and leveraging partnerships to encourage economic development.

5. As set out below, the proposed amendment is consistent with the purpose of Strategic Economic Development Plan in “Section 1. Executive Summary, A. Project Background”

(“Huntersville’s purpose in developing a Strategic Economic Development Plan (SEDP) is to promote job creation, private investment and tax base expansion while maintaining a high quality of life, including preservation of the Town’s natural, scenic, cultural and historic assets.”):

- a. Helps to promote the economic health and stability of mixed-use and employment centers by allowing for smart and controlled expansion;
 - b. Benefits the existing businesses in Birkdale by maximizing the current inventory of non-residentially-zoned land;
 - c. Increases private investment and tax base expansion by utilizing current assets to attract new commercial uses, and provide tourism benefits to the Town.
 - d. Provides a high quality of life by offering commercial activities while maintaining the character of the development.
6. The proposed amendment does not allow an overall increase in the height of structures within the Highway Commercial District, but only allows an increase in the height of a structure located, at the time of construction, within a project that meets the requirements of Article 3.2.7 d) 4 b). To meet these requirements a development must be pedestrian-oriented with a system of streets and blocks that is anchored by retail, restaurant and entertainment uses. Additionally, at least one parking space per dwelling unit must be replaced in a parking deck located on the interior of the block, and at least 20% of the habitable first-floor area must be devoted to commercial uses.

This exception provides full-time population which animates the streets, supports businesses on a daily basis, and decreases the Project’s dependence on private vehicles. The maximum height of a structure in the Highway Commercial Zoning District will not be increased by the adoption of this amendment unless a development meets these strict requirements.

Proposed Changes to the Ordinance:

In order to accomplish this purpose, Owner proposes the following changes to the Ordinance:

1. Add an additional provision to Article 4, “Urban Workplace, Permitted Height & Uses” as follows:
 - 5. Any structure which is located within a pedestrian-oriented development that meets the requirements of Article 3.2.7 d) 4 b), may exceed the permitted building height of the zoning district, not to exceed one hundred forty-five feet (145’), subject to a Special Use Permit, provided that:
 - a. The structure is separated by a distance of no less than three (3) times the height of the proposed structure closest to the common

lot line of the adjoining residential and mixed-use zone, but in no case less than 100 feet.

- b. That all other site design requirements stated in this code are met.
- c. That vehicular access to the use will be provided only by way of a major or minor thoroughfare, or a Retail/Mixed-Use Local or Collector Street within a commercial or mixed-use project.

2. Add an additional paragraph .4 to Article 9.45 as follows:

.4 Any structure in which a hotel or motel is a principal or accessory use and is located within a development that meets the requirements of Article 3.2.7 d) 4 b), may exceed the permitted building height of the zoning district, not to exceed one hundred forty-five feet (145'), subject to Special Use Permit and the requirements of Article 9.45.2.

**AN ORDINANCE AMENDING ARTICLE 3.2.7(a), 4, 9.45 AND 9.63 OF THE ZONING ORDINANCE
AMENDING THE PERMITTED BUILDING HEIGHT WITHIN PEDESTRIAN-ORIENTED DEVELOPMENT**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 3.2.7(a) Highway Commercial District “Uses permitted with special use permits” of the Zoning Ordinance be amended as follows:

- **commercial uses exceeding permitted building height, (9.63)**
- crematoriums, accessory, (9.56)
- halfway houses (9.55)
- hotels spaced less than 250’ from residential or mixed-use zones, (9.45)
- hotels exceeding permitted building height, (9.45)
- solar energy facility free-standing, minor, non-residential, (9.54)
- solar energy facility, rooftop, minor non-residential that is noticeable on a roof slope facing a street, (9.54)
- solar energy facility, minor residential as follows: located on the façade elevation facing public street or common access; or located on the roof slope above the façade of the structure facing public street or common access, (9.54)
- wind energy facility minor, accessory, (9.53)

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 4 be amended as follows:

4. Building Type / Urban Workplace

Permitted Height and Uses

1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above, and are further controlled by zoning district standards.
5. **Hotels and Commercial uses in an urban workplace building type in the Highway Commercial (HC) zoning district may exceed the maximum building height, not to exceed one hundred forty-five feet (145’), subject to the provisions of Article 9.45 and 9.63 as applicable. The height of any associated parking deck shall not exceed the lesser of (i) the height of the hotel or motel or urban workplace building; and (ii) 70’; and any parking deck that is exposed at any point above the**

surrounding adjacent structures must meet the following requirements,

- a) complement the scale and character of nearby development.
- b) have an architectural façade that blends with existing structures.
- c) The facades of parking structures shall include both vertical and horizontal treatment that resembles patterns and architecture of the buildings within the development, including use of similar materials and a similar rhythm of window openings. Any openings shall be screened using decorative elements such as grillwork, louvers, green walls, or a similar treatment.
- d) For parking structures with rooftop open-air parking, a parapet wall a minimum of four feet in height measured from the surface of the roof is required.
- e) The parking deck elevation that is not fronting or visible from public streets does not have to comply with a-d.

Section 3. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 9.45 be amended as follows:

Hotels are permitted in the Highway Commercial and Corporate Business Districts subject to the requirements below; Motels are permitted in the Corporate Business District only, subject to the requirements below:

1. Any structure in which a hotel or motel is the principal or accessory use shall be separated by a distance of at least 250 feet from any residential or mixed-use zoning district, measured from the closest point of the lot occupied by the hotel or motel to the closest point of lots in residential and mixed-use zoning districts.
2. Any structure in which a hotel or motel is the principal or accessory use is spaced less than established in 1 above shall require a special use permit subject to the following standards as well as all other standards applicable for special use permits:
 - a. Any structure in which a hotel or motel is the principle or accessory use shall be separated by a distance no less than three (3) times the height of the proposed structure closest to the common lot line of the adjoining residential and mixed-use zone, but in no case less than 100 feet.
 - b. That all other site design requirements stated in this code are met.
 - c. That the proposed use will not endanger the public health and safety, not substantially reduce the value of nearby property.
 - d. That the proposed use will not be in conflict with the objectives of the most detailed plan adopted for the area.

- e. That vehicular access to the use will be provided only by way of a major or minor thoroughfare, or a Retail/Mixed-Use Local or Collector Street within a commercial or mixed-use project.
- 3. Any structure in which a hotel or motel is the principal or accessory use may exceed the permitted building height of the zoning district, not to exceed six (6) stories, subject to a Special Use Permit, and the requirements of Article 9.45.2
- 4. Any structure for which a hotel or motel is a principal or accessory use is located within a pedestrian-oriented development that meets the requirements of Article 3.2.7(d)(4)(b), may exceed the permitted building height of the zoning district, not to exceed one hundred forty-five feet (145'), subject to Special Use Permit and the requirements of Article 9.45.2. The height of any associated parking deck shall not exceed the lesser of (i) the height of the hotel or motel; and (ii) 70'; and Any parking deck that is exposed at any point above the surrounding adjacent structures must meet the following requirements,
 - a) complement the scale and character of nearby development.
 - b) have an architectural façade that blends with existing structures.
 - c) The facades of parking structures shall include both vertical and horizontal treatment that resembles patterns and architecture of the buildings within the development, including use of similar materials and a similar rhythm of window openings. Any openings shall be screened using decorative elements such as grillwork, louvers, green walls, or a similar treatment.
 - d) For parking structures with rooftop open-air parking, a parapet wall a minimum of four feet in height measured from the surface of the roof is required.
 - e) The parking deck elevation that is not fronting or visible from public streets does not have to comply with a-d.

Section 4. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 9.63 be added to Article 9, "Conditions for Certain Uses" as follows:

9.63 – Commercial uses Exceeding Permitted Building Height

Any commercial use in an urban workplace building type, which is located within a pedestrian-oriented development that meets the requirements of 3.2.7(d)(4)(b), may exceed the permitted building height of the zoning district, not to exceed one hundred forty-five feet (145'), subject to a special use permit, provided that:

- a) The structure is separated by a distance of no less than three (3) times the height of the proposed structure closest to the common lot line of the adjoining residential and mixed-use zone, but in no case less than 100 feet.
- b) That all other site design requirements stated in this Zoning Ordinance are met.
- c) That vehicular access to the use will be provided only by way of major or minor thoroughfare, or a Retail/Mixed-Use Local or Collector Street within a commercial or mixed-use project.

The height of any associated parking deck shall not exceed the lesser of (i) the height of the hotel or motel or urban workplace building; and (ii) 70'; and any parking deck that is exposed at any point above the surrounding adjacent structures must meet the following requirements,

- a) complement the scale and character of nearby development.
- b) have an architectural façade that blends with existing structures.
- c) The facades of parking structures shall include both vertical and horizontal treatment that resembles patterns and architecture of the buildings within the development, including use of similar materials and a similar rhythm of window openings. Any openings shall be screened using decorative elements such as grillwork, louvers, green walls, or a similar treatment.
- d) For parking structures with rooftop open-air parking, a parapet wall a minimum of four feet in height measured from the surface of the roof is required.
- e) The parking deck elevation that is not fronting or visible from public streets does not have to comply with a-d.

Section 5. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 12.2.1 "General Definitions" of the zoning ordinance be amended as follows:

Parking Deck. An attached or detached structure composed of one or more levels or floors used primarily for the parking or storage of motor vehicles.

Section 6. That these amendments shall become effective upon approval by the Town Board of Commissioners.

Huntersville Ordinance Advisory Board: August 4, 2022 & September 1, 2022

Public Hearing Date: October 3, 2022

Planning Board Meeting: October 25, 2022

Town Board Meeting: November 21, 2022

**Huntersville Sphere
of Influence 63.48 Sq. Miles**

Corporate Limits 42.03 Sq. Miles

The Office of State Planning recently ranked Huntersville as one of the fastest-growing town of its size in North Carolina. This map shows some of the major influences that have fueled this growth as well as the locations of neighborhoods, parks, and other features. The Town of Huntersville continues to take proactive steps to that will enable the Town to grow in an efficient manner that enhances the quality of life for residents and businesses. Traditional regionalized design, parkland acquisition, open space preservation, and planning for rail rapid transit are just some of the major efforts underway to manage change, strengthen the Town's unique character, and support economic growth.



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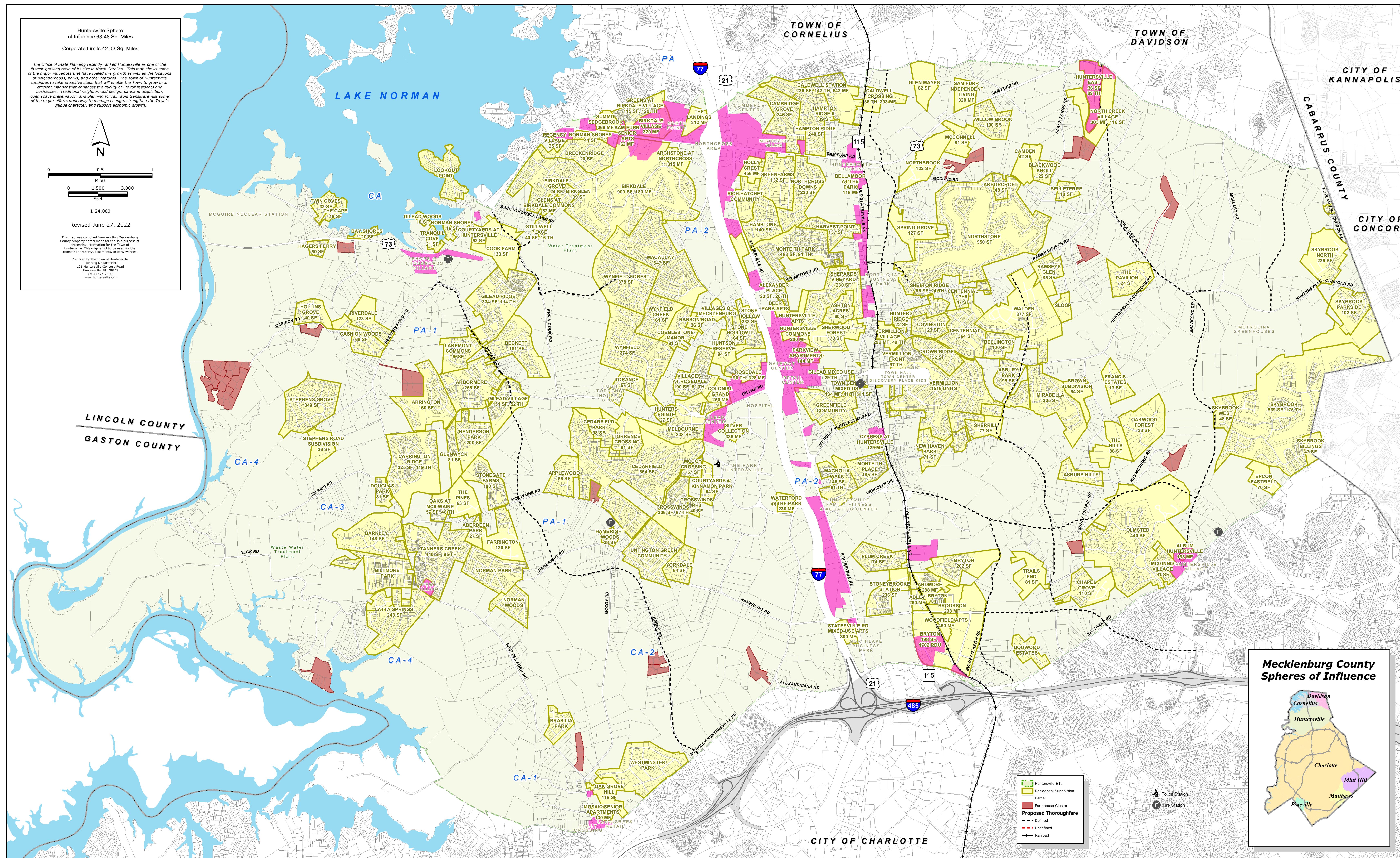
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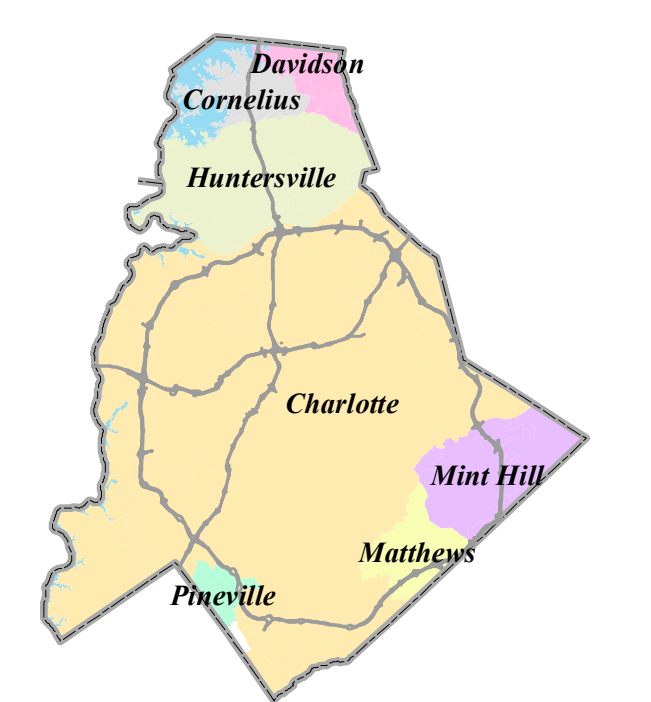
Revised 2021, 2022

This map was compiled from existing Mecklenburg County property parcel maps for the sole purpose of presenting information for the Town of Huntersville. This map is not to be used for the transfer of property, easements, or conveyances.

Prepared by the Town of Huntersville
Planning Department
101 Huntersville Corporate Road
Huntersville, NC 28078
(704) 275-7000
www.huntersville.org



Mecklenburg County Spheres of Influence



**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Brian Richards, Assistant Planning Director

Date: October 3, 2022

Subject: Public Hearing - Petition #R22-01

EXPLAIN REQUEST:

Conduct a Public Hearing on #R22-01, a request by DDRTC Birkdale Village, LLC to rezone +/- 8.82 acres located at the intersection of Townley Drive and Lindholm Drive (Parcels 00537157 and 00537197) from Highway Commercial Conditional District to Highway Commercial Conditional District for 350 Multi-family Units, 125 Room Hotel, 150,000 sf Office, and 25,000 sf Commercial.

ACTION RECOMMENDED:

Conduct a Public Hearing on #R22-01, a request by DDRTC Birkdale Village, LLC to rezone +/- 8.82 acres located at the intersection of Townley Drive and Lindholm Drive (Parcels 00537157 and 00537197) from Highway Commercial Conditional District to Highway Commercial Conditional District for 350 Multifamily Units, 125 Room Hotel, 150,000 sf Office, and 25,000 sf Commercial.

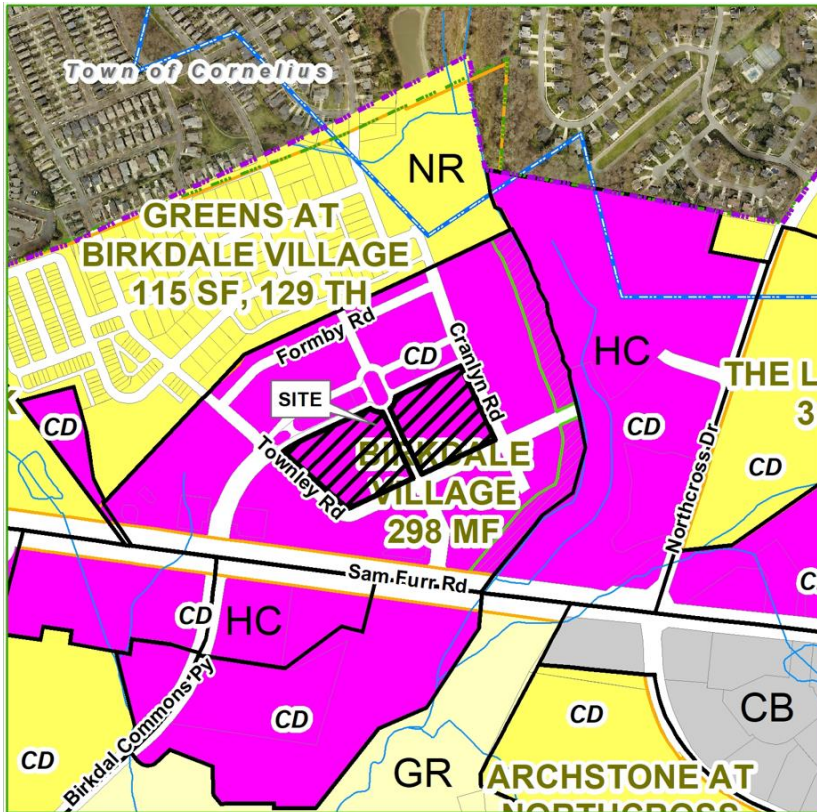
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R22-01 PH Staff Report 10-3-22
2. A - TOH_General_Application
3. B- R22- 01 Birkdale_Village_Rezoning_Civil_Set
4. C - Birkdale Neighborhood Meeting Report Package v.01
5. D - CMS Student Generation Birkdale Village Rezoning - R22-01
6. E - Building Facade Persepctives

Petition R22-01 Birkdale Village

PART 1: PROJECT SUMMARY



Applicant: DDRTC Birkdale Village, LLC

Property Owner: DDRTC Birkdale Village, LLC

Property Address: 8725 Townley Dr

Project Size: (+/-) 8.82 acres

Parcel Numbers: 00537157 & 00537197

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

Current Land Use: Multifamily, Commercial, Office.

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

Proposed Land Use:

350 Multifamily Units, 25,000 sf Commercial, 150,000 sf Office, and a 125 Room Hotel.

1. Purpose: Rezone 8.82 acres at the intersection of Townley Dr and Lindholm Dr. from Highway Commercial Conditional District (HC-CD) to Highway Commercial Conditional District (HC-CD) for up to 350 Units Multifamily Units, 125 Room Hotel, 150,000 sf Office, and 25,000 sf Commercial.
2. Adjoining Zoning and Land Uses.
 - North: Neighborhood Residential – Greens at Birkdale Village Subdivision.
 - South: Highway Commercial – Birkdale & Birkdale Landing Developments
 - East: Highway Commercial – North Pointe Office Park.
 - West: Neighborhood Residential – Greens at Birkdale Village Subdivision.
3. A neighborhood meeting was held on September 22, 2022, and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment C).
4. Birkdale Village was originally rezoned in 1996 (R96-07) and has had two revisions (R97-23 & R01-03). A Major Sketch Plan revision was approved in 2021 and is wrapping up construction now.
5. Notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Sam Furr Rd and inside of Birkdale Village.

PART 2: REZONING/SITE PLAN

The proposed Conditional District Rezoning Plan is generally compliant with the Zoning and Subdivision Regulations. Significant elements include:

- Replacement of two existing buildings with two new buildings. Building A (7 story, 150,000 sf Office, 25,000 sf Commercial) and Building B (12 story, 125 Room Hotel, 350 Multifamily Units). See site plan image below.
- Replacement of Two Existing parking decks with two new parking decks of 67' (401 spaces each – 802 total). There will be an overall increase of 530 parking spaces (2,392 total for Birkdale Village – 2,362 are required to meet Article 5).
- The new buildings and parking decks are requesting to exceed the current height limit allowed by the Zoning Ordinance (Article 4 - Urban Workplace 48'). The Applicant has filed a Text Amendment (TA 22-06 Building Height) that would increase the height allowed (buildings - 145' & parking decks – 70') via a special use permit and only in a pedestrian oriented development.



Use	Currently Allowed (sf)	Existing (sf)	Proposed (sf)	Total (sf)
Indoor Movie Theatre	75,000	53,270	53,270	53,270
Commercial/Retail/Restaurant	275,000	252,090	25,000	277,090
Office	160,000	150,829	150,000	300,829
Multifamily Units	320	320	350	670 Units
Hotel	0	0	130,000 (125 Room)	125 Room

- Urban Open Space is being provided by the existing McDowell Creek Greenway (4.62 acres) and a Promenade (0.16 acres). There are 2.2 acres of Common Open Space. All are existing and there are no changes proposed.
- There will be no impacts to the existing tree canopy or specimen tree count as part of this rezoning.
- There are no identified Heritage Trees on site.

- Building elevations for the proposed structure have not been submitted. Architectural renderings have been provided (Attachment E).
- The applicant has requested a 5-year vesting period for the Rezoning Plan. The Zoning Ordinance currently offers a 2-year vesting period (Article 2.2.3).
- Planning, Transportation, and Storm Water Engineering staff have minor rezoning plan comments outstanding that need to be addressed prior to final plan approval.

PART 3: TRANSPORTATION ISSUES

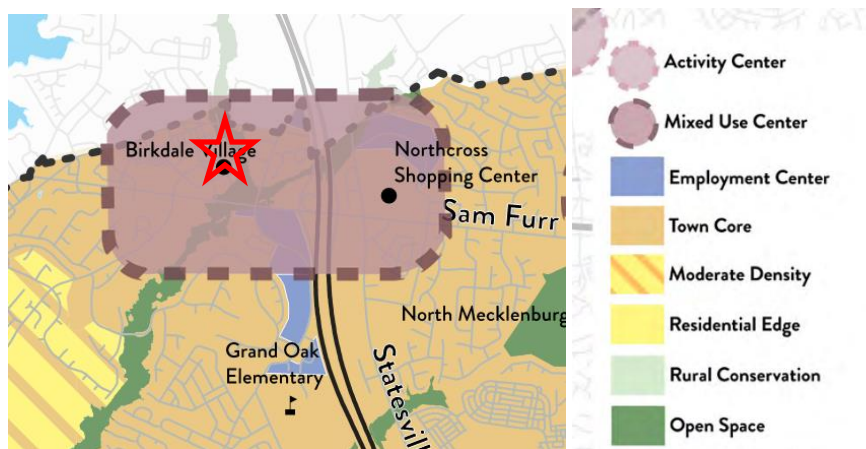
Traffic Impact Analysis (TIA)

Both the Town and NCDOT required a TIA. The Town deferred the TIA to NCDOT. The TIA did not recommend any additional improvements. Please note NCDOT project U-5765 is programmed for construction to begin in 2026 with Right-of Way acquisition to beginning in 2023.

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan



STAFF COMMENT – The 2040 Huntersville Community Plan DOES SUPPORT this project through the following sections:

- **Policy LU 2.1:** Higher intensity residential uses will be focused generally within 2 miles of the I77/NC115 corridor and future activity centers in the eastern and western areas of Huntersville zoning jurisdiction.
- **Policy LU 6.1:** A mix of land uses is encouraged in Mixed-Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.
- **Policy LU 6.2:** Commercial uses are encouraged in the Town Core and as specified in adopted Small Area Plans.

- **Policy LU 7.1:** Require all new development to adhere to the following design principles: In Mixed Use Centers, Activity Centers, Town Core, and Moderate Density Areas, Streets and sidewalk are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - All buildings shall front a public street or open space.
 - Streets should be connected, have short blocks and sidewalks on both sides of streets.
 - Improve connectivity, particularly for pedestrians and vehicles.
 - Parking lots, if required, should be predominately located behind buildings screened from view and larger lots should be broken by buildings and or landscape features.
 - In lower intensity areas (including MD, RE, RC, CW) preservation of rural character and natural resources are prioritized.
 - In these areas, structures can be set back further from the road and should blend into the landscape and the scenic nature of roadways should be preserved.
- **Policy LU 8.1:** Continue to emphasize form and flexibility in development regulations for these areas.
 - The current zoning ordinance has basic form based standards with flexibility built-in. Key elements include allowing multiple types of land uses, a mix of uses, minimal setbacks, and parking requirements.
- **Policy LU 8.2:** Evaluate and strengthen incentives to encourage the achievement of higher design standards. Consider incentives that allow applicants to demonstrate excellence in design and exceptional public benefit for projects in key areas.
 - Offer flexibility using performance standards, guided by the design principles.
 - Specify intended outcomes and how site or building-specific design solutions can better achieve desired outcomes.
 - Evaluate incentives periodically to determine their value given shifting market and neighborhood conditions.
 - Incentives that could include:
 - Modification of height limit.
 - Increase in percent of allowable attached residential.
 - Reduced parking requirements.
 - Reduced buffer yard requirements
- **Policy EV 1.2:** Focus economic development in areas that support growth
 - Preserve areas suitable for business and industrial development, along with a mixture of support uses, to ensure an adequate inventory of land for future growth and development, with increases to this inventory as required. These areas should have proximity to existing or future activity centers, have access to transportation options and utility service, and offer amenities for employees.

STAFF COMMENT – The 2040 Huntersville Community Plan DOES NOT SUPPORT this project through the following sections:

- **Policy LU 5.1:** Allow for more intense development only where transportation infrastructure and utilities already exist. Staff Comment – NCDOT widening project will not begin until 2026. The widening project completion will most likely occur after the construction of the new buildings at Birkdale.
- **Policy LU-11: Protect Existing Housing Stock.**
 - **LU 11.1:** Protect and enhance the unique character of Huntersville’s neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment.

- Promote quality design and neighborhood improvements including increasing access to parks and recreation and mobility options.
 - Encourage coordination with neighborhoods to address infrastructure needs such as sidewalks and drainage.
 - **LU 11.2:** Along existing streets, encourage new buildings to respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.
- **Policy LU 12.3:** Blend new development with existing neighborhoods, structures and landscapes through the use of transitions in building types and placement of open space, buffers, and other site features.

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

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

STAFF COMMENT:

The proposed rezoning for the Birkdale Village is consistent with envisioned uses and development pattern set forth in the 2040 Community Plan.

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

STAFF COMMENT:

- A Transportation Impact Analysis was not required – see Part 3 of this report.
- Charlotte Water currently provides service to the site.
- CMS Student Generation Report:

<i>Schools Affected</i>	<i>Total Classroom Teachers</i>	<i>Building Classrooms/ Teacher Stations</i>	<i>20th Day, Enrollment (non-ec)</i>	<i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i>	<i>20th Day, Building Utilization (Without Mobiles)</i>	<i>Additional Students As a result of this development</i>	<i>Utilization As of result of this development (Without Mobiles)</i>
J. V. WASHAM ELEMENTARY	51.80	39	861	648	133%	19	135%
BAILEY MIDDLE	73.65	57	1370	1060	129%	10	129%
WILLIAM AMOS HOUGH HIGH	117.8	100	2470	2097	118%	14	119%

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

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, or cultural resources. Staff and applicant are awaiting a final determination from the Historic Landmarks Commission. Currently the site is not encumbered by any historic easements or deed restrictions.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R22-01, Birkdale Village Staff recommends approval if Text Amendment TA 22-01 Building Height is approved, and all outstanding Staff comments are addressed. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 2.1, LU 6.1, LU 7.1, LU 8.1, LU 8.2, and EV 1.2.

It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for October 3, 2022.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board is scheduled for October 25, 2022.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for November 21, 2022.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- A – Rezoning Application
- B – R22-01 Rezoning Plan
- C – Neighborhood Meeting Report (September 22, 2022)
- D – CMS Student Generation
- E – Building Facade Perspectives

PART 10: CONSISTENCY STATEMENT – R22-01 Birkdale Village

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R22-01, Birkdale Village Staff recommends approval if Text Amendment TA 22-06 Building Height is approved, and all outstanding Staff comments are addressed. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 2.1, LU 6.1, LU 7.1, LU 8.1, LU 8.2, and EV 1.2. <u>It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan.</u>	APPROVAL: In considering the proposed rezoning application R22-01, Birkdale Village, the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	APPROVAL: In considering the proposed rezoning application R22-01, Birkdale Village, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
	DENIAL: In considering the proposed rezoning application R22-01, Birkdale Village, the Planning Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	DENIAL: In considering the proposed rezoning application R22-01, Birkdale Village, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

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

1. Application Type

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

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

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

2. Project Data

Date of Application 03/30/2022

Name of Project Birkdale Village Rezoning Phase # (if subdivision) _____

Project Address 8725 Townley Rd, Huntersville NC 28078

Parcel Identification Number(s) (PIN) 00537157 & 00537197

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

Property Size (acres) 8.82 acres (2 parcels) Street Frontage (feet) 1,651 feet + 1,544 feet

Current Land Use Commercial

Proposed Land Use(s) Office, Hotel, Multi-Family, Commercial

Is the project within Huntersville's corporate limits?

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

3. Description of Request

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

The request is to amend the existing rezoning plans for Birkdale Village so that the owner can develop a 7-story office/commercial building, 12-story hotel, and a mixed use commercial/ residential building with 350 multifamily units. 2 new 6-story parking decks will also be added to accommodate the new development, in replacement of the existing ones.

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name DDRTC Birkdale Village, LLC Phone 404-946-0939
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature  Printed Name: Mike Lant

Title Senior VP Development Email Mike.Lant@NAProperties.com

Address of Applicant 1175 Peachtree Street, Suite 1650, Atlanta Georgia 30361

7. Property Owner (if different than applicant)

*Printed Name _____ Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____ Printed Name _____

Title _____ Email _____

Address of Property Owner _____

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

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

8. Development/Design Firm Contact Information

North American Properties	Nick Lombardo	404-946-0939	nick.lombardo@naproperties.com
Development Firm	Name of Contact	Phone	Email
HensonFoley	Jay Henson	704-875-1615	jay@hensonfoley.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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

Sheet List Table	
Sheet Number	Sheet Title
Z01	COVER
Z02	SURVEY-EXISTING FEATURES
Z02A	SURVEY-EXISTING FEATURES
Z03	REZONING PLAN
Z04	PRELIM GRADING PLAN
Z05	PRELIM LANDSCAPE PLAN

REZONING PLAN PACKAGE

PROPOSED

BIRKDALE VILLAGE OFFICE / HOTEL

HUNTERSVILLE, MECKLENBURG COUNTY, NC

EPM#439459

R22-01

OWNER/DEVELOPER:

DDRTC BIRKDALE VILLAGE, LLC

C/O NORTH AMERICAN PROPERTIES

8712 LINDHOLM DR SUITE 206

HUNTERSVILLE, NC 28078

PH: (404) 946-0939



VICINITY MAP
SCALE: N.T.S.



BIRKDALE VILLAGE REZONING

PIN #00537157 / 00537197
LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

COVER

REVISIONS:

2022-08-23 1ST REZONING COMMENTS

Z01 - COVER.DWG	
PROJECT NUMBER:	222020
DATE: 06/21/2022	DRAWN BY: TSF
SHEET	OF

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAGMEN, ETC., AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE DEPARTMENT OF TRANSPORTATION.
4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART F, OR AS AMENDED.



CONTROL #108
N=622,187.962'
E=1,435,768.273'
EL:734.95'
MAG NAIL

TOWNLEY ROAD
69' WIDE PUBLIC R/W (MB 34 PG 795)

BIRKDALE COMMONS PARKWAY
37.5' WIDE PUBLIC R/W (MB 33 PG 319 & MB 34 PG 795)

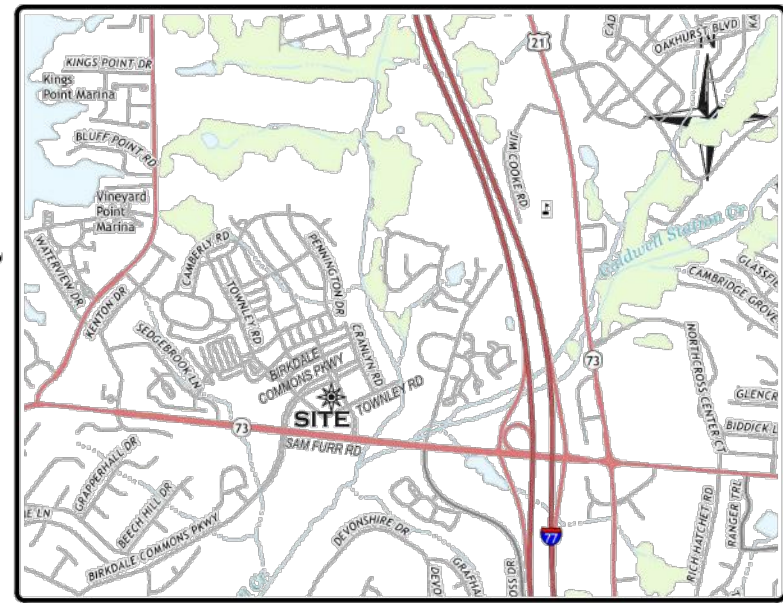
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DRILL HOLE

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DRILL HOLE

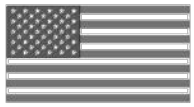
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EL:731.32'
DRILL HOLE (PROPERTY CORNER)

BUILDING
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#16838
#16840
#16842
BIRKDALE COMMONS PKWY.

BUILDING
#16848
#16846
#16850
BIRKDALE COMMONS PKWY.



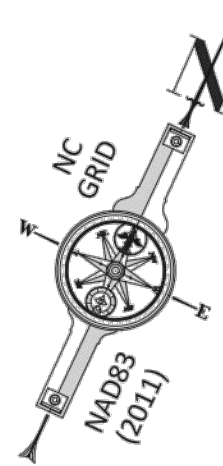
VICINITY MAP (NO SCALE)



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	688.95'	125.86'	125.68'	N 59°17'40" E
C2	70.50'	64.32'	62.11'	S 74°17'30" E
C3	20.50'	24.07'	22.71'	N 82°40'38" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 64°45'52" W	3.49'

N/F
DDRTC BIRKDALE VILLAGE, LLC
PIN #005-371-97
DB 21859 PG 546
LOT 6, MB 33 PG 319 &
MB 34 PG 795
ZONED: HC(CD)
8711 - 8715 LINDHOLM DR.
16735 - 16739 CRANLYN RD.
8805 - 8825 TOWNLEY RD.
16916 - 16932 BIRKDALE COMMONS PKWY.



LINE LEGEND

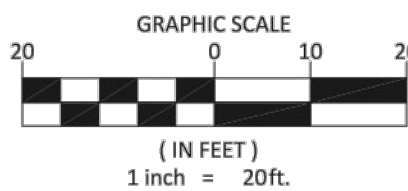
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---	ADJACENT BOUNDARY (NOT SURVEYED)
---	PROPERTY BOUNDARY TIE LINE ONLY
---	RIGHT OF WAY LINE
---	EASEMENT LINE
---	CURB AND GUTTER
---	STORM DRAIN PIPE
---	HAND RAIL
---	SANITARY SEWER PIPE
---	FIBER OPTIC MARKOUT
---	TELECOMMUNICATIONS MARKOUT
---	TELEVISION MARKOUT
---	UNDERGROUND ELECTRIC MARKOUT
---	GAS MARKOUT
---	WATERLINE MARKOUT
---	UNKNOWN UTILITY

SYMBOL LEGEND

●	REBAR FOUND (RFB)
✕	DRILL HOLE FOUND (DHF)
⊙	MAG NAIL FOUND (MNF)
⊙	MAG NAIL SET (MNS)
△	CALCULATED POINT (CP)
⊙	SURVEY CONTROL POINT
⊙	AIR CONDITIONER
⊙	POSTAL MAILBOX
⊙	GAS METER
⊙	GAS VALVE
⊙	SANITARY CLEAN OUT
⊙	SANITARY MANHOLE
⊙	WATER METER
⊙	WATER VALVE
⊙	FIRE HYDRANT
⊙	FIRE DEPARTMENT CONNECTION
⊙	BACKFLOW PREVENTER
⊙	TELEPHONE HAND HOLE
⊙	TELEPHONE BOX
⊙	COMMUNICATIONS HAND HOLE
⊙	CABLE TV BOX
⊙	ELECTRIC HAND HOLE
⊙	ELECTRIC BOX
⊙	ELECTRIC TRANSFORMER
⊙	ELECTRIC METER
⊙	LIGHT POLE
⊙	STORM MANHOLE
⊙	CURB INLET
⊙	DROP INLET
⊙	AREA DRAIN
⊙	STORM CLEAN OUT
⊙	END OF INFORMATION
⊙	LINE CONTINUES

ABBREVIATIONS

DB	DEED BOOK
MB	MAP BOOK
PG	PAGE
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
AC	ACRES
EX	EXISTING



PLAT SHOWING A
BOUNDARY &
TOPOGRAPHIC SURVEY

PREPARED FOR:
DDRTC BIRKDALE VILLAGE, LLC
LOT 5, BIRKDALE VILLAGE - MAP 1
(MAP BOOK 34 PAGE 795)
TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY
NORTH CAROLINA
DEED REFERENCE: DB 21859, PG 546
TAX PARCEL ID #005-371-57

GUISEWHITE PROFESSIONAL
LAND SURVEYING, PC

GPLS

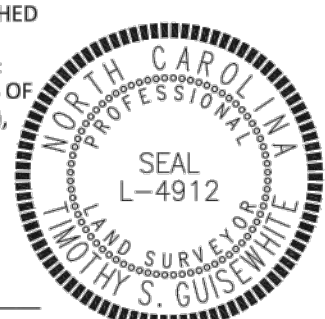
P.O. BOX 680388
CHARLOTTE, NC 28216
(704) 530-1700 NC FIRM #C-4411

NOTES:

- THIS PLAT IS NOT INTENDED FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. GUISEWHITE PROFESSIONAL LAND SURVEYING, PC DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
- ALL CORNERS MONUMENTED AS SHOWN.
- BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
- PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
- NO NORTH CAROLINA GEODETIC SURVEY HORIZONTAL CONTROL IS LOCATED WITHIN 2000' OF THIS SITE.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SHOWN.
- AREAS COMPUTED BY COORDINATE GEOMETRY.
- THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. ALL UTILITIES SHOWN HEREON ARE SUBJECT TO VERIFICATION.
- ANY ZONING & SETBACK INFORMATION SHOWN HEREON IS PER INFORMATION AVAILABLE AT THE TIME OF SURVEY AND IS SUBJECT TO VERIFICATION AND INTERPRETATION BY GOVERNING AUTHORITIES.

I, TIMOTHY S. GUISEWHITE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES, DRAWN FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 0.07250ppm; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600), THIS 28TH DAY OF FEBRUARY, A.D., 2022.

Designed by:
9102ABDFC66C4FE
TIMOTHY S. GUISEWHITE, PLS
N.C. REG. NO.: L-4912

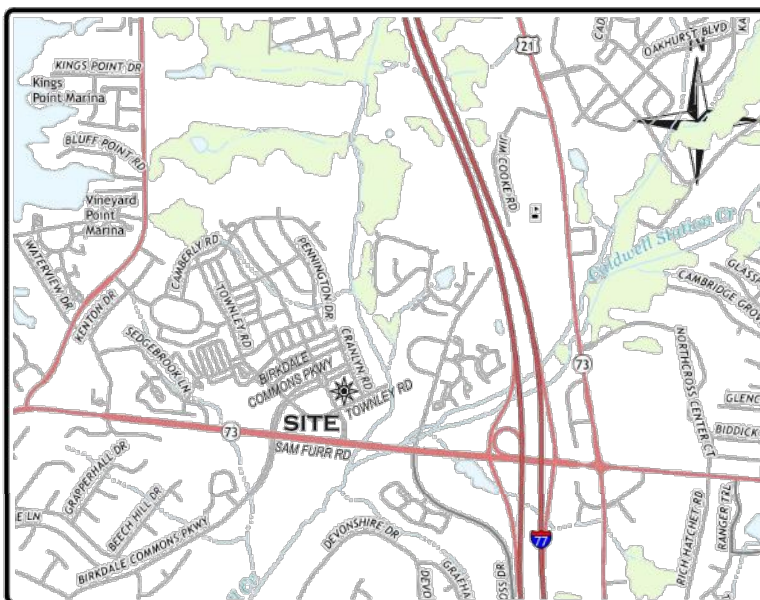
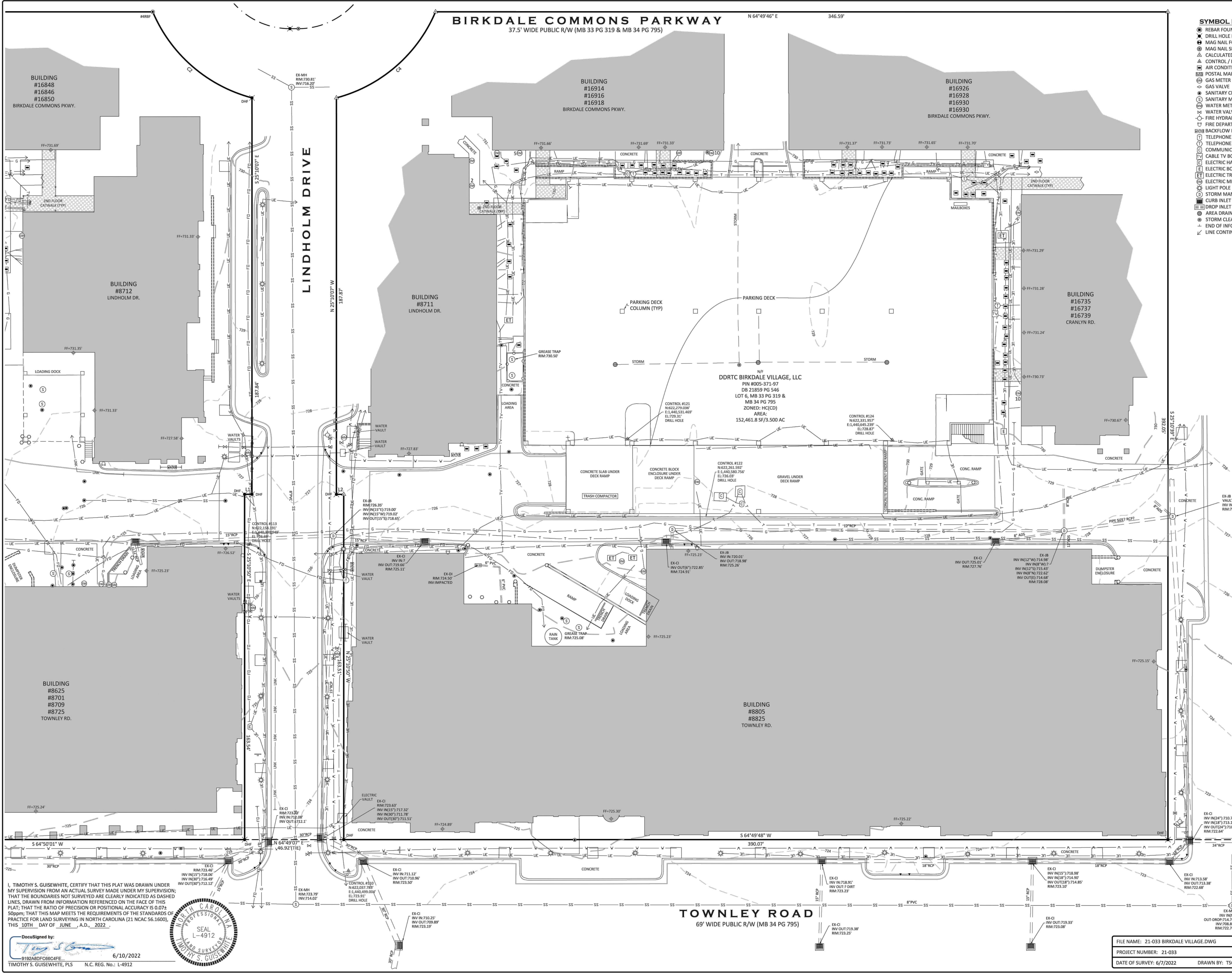


BUILDING
#8625
#8701
#8709
#8725
TOWNLEY RD.

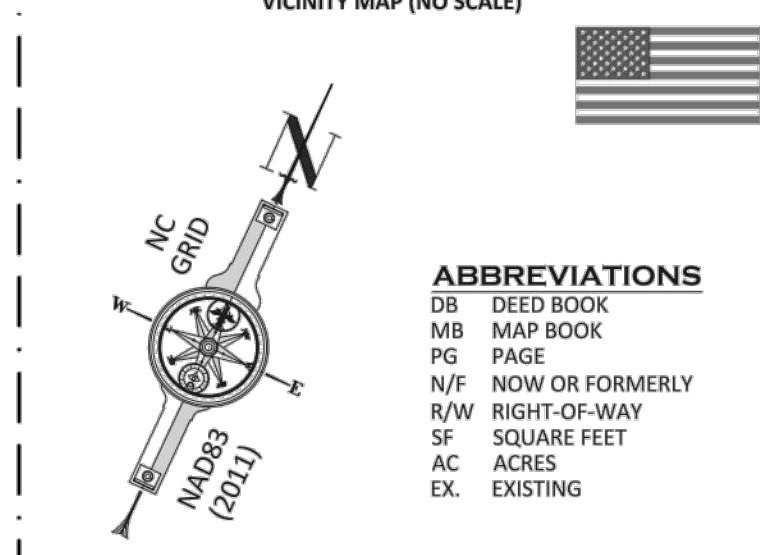
TOWNLEY ROAD
69' WIDE PUBLIC R/W (MB 34 PG 795)

FILE NAME: 21-033 BIRKDALE VILLAGE.DWG
PROJECT NUMBER: 21-033
DATE OF SURVEY: XX/XX/2019
DRAWN BY: TSG

REVISIONS:



- SYMBOL LEGEND**
- REBAR FOUND (RBF)
 - DRILL HOLE FOUND (DHF)
 - MAG NAIL FOUND (MNF)
 - MAG NAIL SET (MNS)
 - CALCULATED POINT (CP)
 - CONTROL / BENCHMARK
 - AIR CONDITIONER
 - POSTAL MAILBOX
 - GAS METER
 - GAS VALVE
 - SANITARY CLEAN OUT
 - SANITARY MANHOLE
 - WATER METER
 - WATER VALVE
 - FIRE HYDRANT
 - FIRE DEPARTMENT CONNECTION
 - BACKFLOW PREVENTER
 - TELEPHONE HAND HOLE
 - TELEPHONE BOX
 - COMMUNICATIONS HAND HOLE
 - CABLE TV BOX
 - ELECTRIC HAND HOLE
 - ELECTRIC BOX
 - ELECTRIC TRANSFORMER
 - ELECTRIC METER
 - LIGHT POLE
 - STORM MANHOLE
 - CURB INLET
 - STORM INLET
 - AREA DRAIN
 - STORM CLEAN OUT
 - END OF INFORMATION
 - LINE CONTINUES



ABBREVIATIONS

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---	PROPERTY BOUNDARY
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---	PROPERTY BOUNDARY TIE LINE ONLY
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---	STORM DRAIN PIPE
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---	FIBER OPTIC MARKOUT
---	TELECOMMUNICATIONS MARKOUT
---	TELEVISION MARKOUT
---	UNDERGROUND ELECTRIC MARKOUT
---	GAS MARKOUT
---	WATERLINE MARKOUT
---	UNKNOWN UTILITY

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	688.95	125.80	125.80	N 59°37'48" E
C2	70.50	64.32	62.11	S 74°17'30" E
C3	20.50	24.07	22.71	N 82°40'38" W
C4	70.50	64.30	62.09	N 23°54'55" E

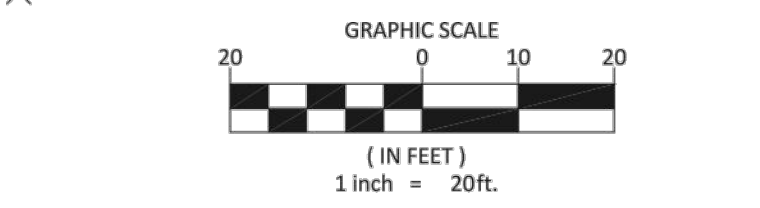
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 64°45'52" W	3.49
L2	S 64°49'10" W	3.47

- NOTES:**
- THIS PLAT IS NOT INTENDED FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
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 - ALL CORNERS MONUMENTED AS SHOWN.
 - BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
 - PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
 - NO NORTH CAROLINA GEODETIC SURVEY HORIZONTAL CONTROL IS LOCATED WITHIN 200' OF THIS SITE.
 - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SHOWN.
 - AREAS COMPUTED BY COORDINATE GEOMETRY.
 - THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. ALL UTILITIES SHOWN HEREON ARE SUBJECT TO VERIFICATION.
 - ANY ZONING & SETBACK INFORMATION SHOWN HEREON IS PER INFORMATION AVAILABLE AT THE TIME OF SURVEY AND IS SUBJECT TO VERIFICATION AND INTERPRETATION BY GOVERNING AUTHORITIES.

PLAT SHOWING A BOUNDARY & TOPOGRAPHIC SURVEY

PREPARED FOR:
DDRTC BIRKDALE VILLAGE, LLC
LOT 6, BIRKDALE VILLAGE - MAP 1
(MAP BOOK 34 PAGE 795)
TOWN OF HUNTERSVILLE
MECKLENBURG COUNTY
NORTH CAROLINA
DEED REFERENCE:
DB 21859, PG 546
TAX PARCEL ID #005-371-97



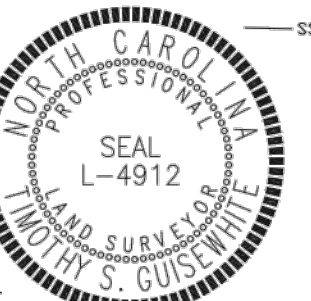
GUISEWHITE PROFESSIONAL LAND SURVEYING, PC

GPLS

P.O. BOX 680388
CHARLOTTE, NC 28216
(704) 530-1700 NC FIRM #C-4411

I, TIMOTHY S. GUISEWHITE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES, DRAWN FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 0.07250ppm; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600), THIS 10TH DAY OF JUNE, A.D., 2022.

DocuSigned by:
Timothy S. Guisewhite
9182A8DFC6C4FE
6/10/2022
TIMOTHY S. GUISEWHITE, PLS N.C. REG. NO. L-4912



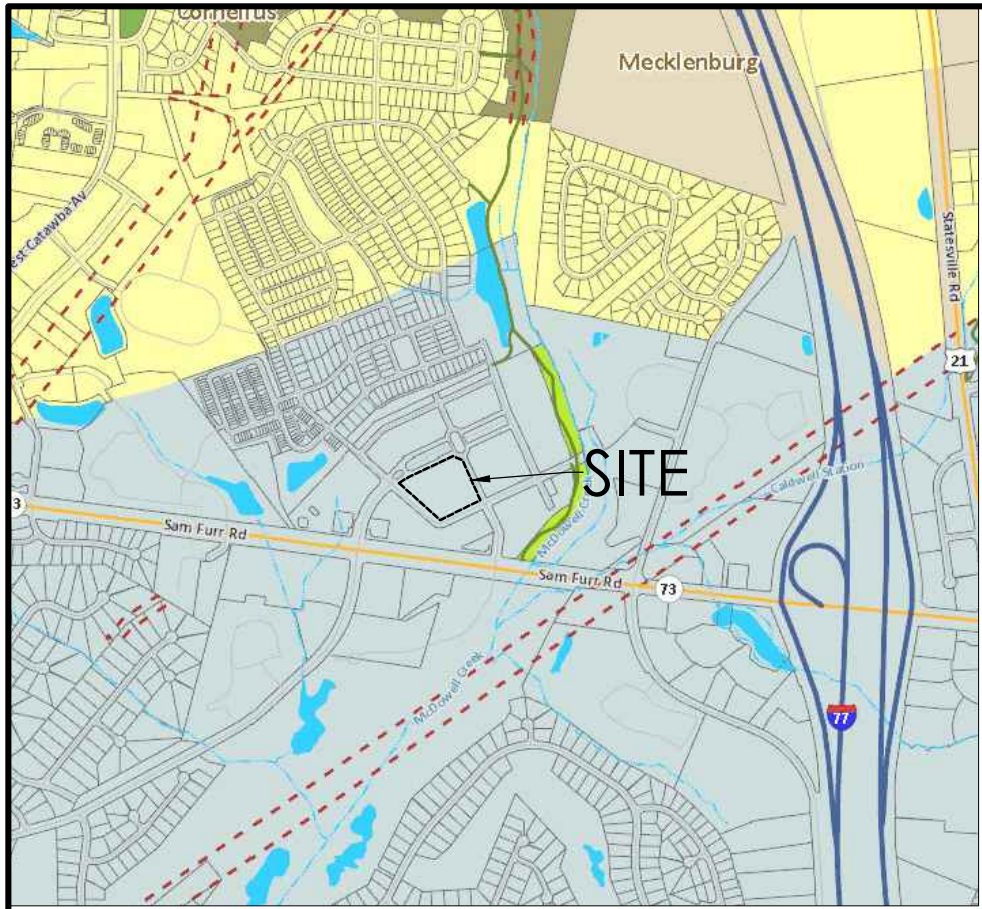
FILE NAME: 21-033 BIRKDALE VILLAGE.DWG

PROJECT NUMBER: 21-033

DATE OF SURVEY: 6/7/2022

DRAWN BY: TSG

REVISIONS:



VICINITY MAP SCALE: N.T.S.



SITE DATA

LOCATION: LINDHOLM DR AND TOWNLEY RD HUNTERSVILLE, MECKLENBURG COUNTY 28078	
(PIN#00537157.00537197)	
CURRENT ZONING: HC (CD)	PROPOSED ZONING: HC (CD)
CURRENT USE: COMMERCIAL	PROPOSED USE: COMMERCIAL, OFFICE HOTEL, MULTIFAMILY
CONTACT:	HENSONFOLEY (JAY HENSON) 704-875-1615
ITEM	PROVIDED
TOTAL BIRKDALE VILLAGE AREA	53.39 AC (2,325,668 SF)
PARCEL/PROJECT ACREAGE	8.82 AC (384,199 SF)
REDEVELOPED AREA	5.37 AC (234,067 SF)
PRINCIPAL USE(S)	OFFICE, RETAIL, HOTEL, MULTIFAMILY DWELLINGS
LOT & BUILDING TYPE	SHOP FRONT BUILDING
MAX. BUILDING HEIGHT	URBAN WORKPLACE BUILDING (WITH OFFICE) - 145' HOTEL - 145' URBAN WORKPLACE BUILDING (WITH MF UNITS) - 95' PARKING DECK (A) - 67' PARKING DECK (B) - 67'
ZONING DISTRICT	HC-CD (REZONING CASE #R01-03)
OVERLAY DISTRICT	PA-2 MTN ISLAND LAKE WATERSHED
PERCENT IMPERVIOUS ALLOWED	HIGH DENSITY - 70%
PERCENT IMPERVIOUS SHOWN	NO NET GAIN WITHIN PROJECT AREA
BUILD TO LINE	0' - 15' SIDE & REAR - 0'
CORNER SETBACK	REPLICATE FRONTAGE CONDITIONS
WATERSHED	McDOWELL
FEMA MAP NUMBER	3710465100K
FEMA EFFECTIVE DATE	09/02/2015
SOIL TYPE	CeD2, CeB2

PARKING COUNT

PROJECT SCOPE	
EXISTING PARALLEL PARKING	37 PARKING SPACES
PROPOSED PARALLEL PARKING	37 PARKING SPACES
EXISTING PARKING DECKS	272 PARKING SPACES
PROPOSED PARKING DECKS	802 PARKING SPACES
TOTAL PARKING TO BE ADDED	530 PARKING SPACES
TOTAL BIRKDALE VILLAGE	
EXISTING RESIDENTIAL SF @ 1.5 SPACES PER DWELLING UNIT (1 BR) 1.5 SPACES PER DWELLING UNIT (2+ BR)	164 (1 BR) X 1 = 164 SPACES 134 (2 BR) X 1.5 = 201 SPACES 22 (3 BR) X 1.5 = 33 SPACES TOTAL 398 PARKING SPACES
PROPOSED MULTI-FAMILY RESIDENTIAL SF @ 1.5 SPACES PER DWELLING UNIT TOTAL REQUIRED PARKING SPACES	350 UNITS (350 X 1.5 = 525) 525 PARKING SPACES
EXISTING RETAIL/RESTAURANT SF @ 2 SPACES/1,000 SF REQUIRED PARKING SPACES	342,073 SF (342,073 X 2 = 684) 684 PARKING SPACES
PROPOSED RETAIL/RESTAURANT SF @ 2 SPACES/1,000 SF TOTAL REQUIRED PARKING SPACES	25,000 SF (25 X 2 = 50) 50 PARKING SPACES
EXISTING OFFICE SF @ 2 SPACES/1,000 SF TOTAL REQUIRED PARKING SPACES	150,829 SF (150,829 X 2 = 302) 302 PARKING SPACES
PROPOSED OFFICE SF @ 2 SPACES/1,000 SF TOTAL REQUIRED PARKING SPACES	150,000 SF (150 X 2 = 300) 300 PARKING SPACES
PROPOSED HOTEL SF @ 0.5 SPACES PER KEY + 1 PER 500 SF OF ANCILLARY USE TOTAL REQUIRED PARKING SPACES	125 ROOMS (125X0.5 + 0 = 63) 25,000 SF ANCILLARY (25,000/500=50) 113 PARKING SPACES
TOTAL REQUIRED PARKING SPACES (RESIDENTIAL + RETAIL/RESTAURANT + OFFICE+HOTEL)	2,372 PARKING SPACES
TOTAL EXISTING PARKING	1,862 PARKING SPACES
TOTAL PROVIDED PARKING (WITH NEW PARKING DECKS)	2,392 PARKING SPACES (+530 PARKING SPACES)

ZONING SUMMARY

PREVIOUSLY APPROVED GROSS AREA - MAX. ALLOWABLE DEVELOPMENT	INDOOR MOVIE THEATRE/FUTURE COMMERCIAL - 75,000 SF COMMERCIAL/RETAIL/RESTAURANT - 275,000 SF OFFICE - 160,000 SF RESIDENTIAL - 320 UNITS
EXISTING DEVELOPMENT	INDOOR THEATRE/FUTURE COMMERCIAL - 53,270 SF COMMERCIAL/RETAIL/RESTAURANT - 252,090 SF OFFICE - 150,829 SF RESIDENTIAL - 320 UNITS
PROPOSED DEVELOPMENT (AS A PART OF THIS REZONING)	INDOOR THEATRE/FUTURE COMMERCIAL - 53,270 SF COMMERCIAL/RETAIL/RESTAURANT - 277,090 SF (+25,000 SF) OFFICE - 300,829 SF (+150,000 SF) RESIDENTIAL - 670 UNITS (+350 UNITS) HOTEL - 125 ROOMS (20,000 SF CONFERENCE) (5,000 SF RESTAURANT)

REZONING NOTES

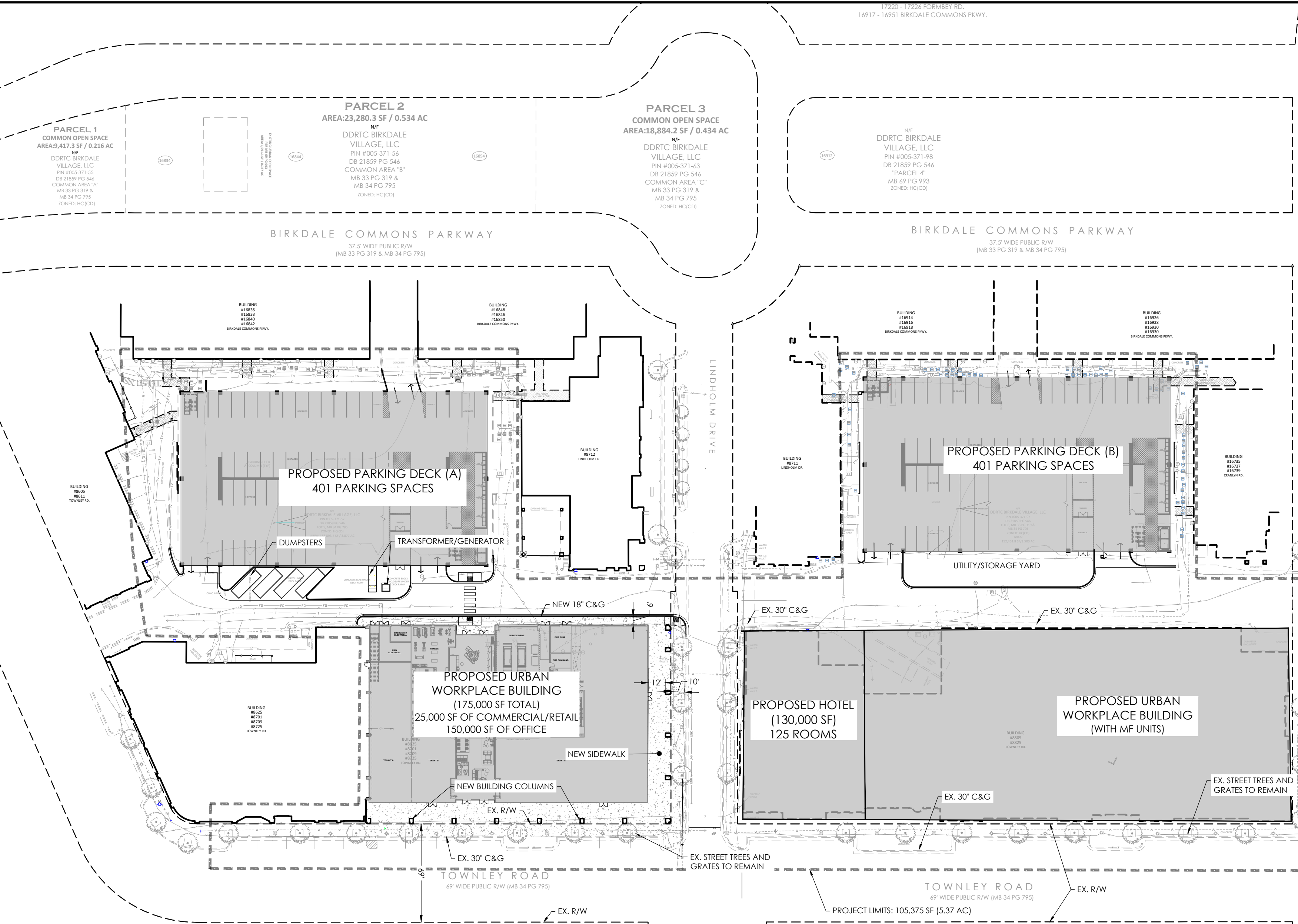
- REZONING PETITION.** THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS (THE "DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY DORTC BIRKDALE VILLAGE, LLC ("PETITIONER") AS REZONING PETITION # R2021, & ASSOCIATED REZONING PLAN (THE "REZONING PLAN") FOR THAT APPROXIMATELY 53.39 ACRE TRACT OF LAND IDENTIFIED ON THIS SITE AS BIRKDALE VILLAGE (THE "PROJECT"), DATED JULY 23, 2022 (THE "FILING DATE") IN CONNECTION WITH TAX PARCEL NUMBERS 00537157 AND 00537197 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO AMEND THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY OF HC (CD) HIGHWAY COMMERCIAL ZONING DISTRICT AS INDICATED ON THE REZONING PLAN AND OTHERWISE PURSUANT TO THE APPLICABLE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE IN EFFECT ON THE FILING DATE (THE "ORDINANCE").
- DEVELOPMENT STANDARDS.** THE DEVELOPMENT STANDARDS FOR BIRKDALE VILLAGE, FILED IN CONNECTION WITH THE REZONING PETITION NO. 97-23 (THE "ORIGINAL STANDARDS") GOVERN THE DEVELOPMENT OF THE PROPERTY EXCEPT AS SPECIFICALLY NOTED FOR THE PROPERTY IN THESE DEVELOPMENT STANDARDS AND THE REZONING PLAN. UNLESS THE REZONING PLAN ESTABLISHES A MORE STRINGENT STANDARD, OR UNLESS OTHERWISE NOTED ON THE REZONING PLAN OR IN THESE DEVELOPMENT STANDARDS, THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE FILING DATE FOR THE HC (CD) ZONING DISTRICT GOVERN DEVELOPMENT OF THE CHANGES PROPOSED BY THE REZONING PLAN.
- SCHEMATIC NATURE OF REZONING PLAN.** THE LOTS AND PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE AND EXACT LOCATIONS, ARCHITECTURE, SIZE, NUMBER OR QUANTITY AND CONFIGURATIONS OF LOTS, UNITS AND BUILDINGS (INCLUDING PARKING GARAGES) MAY BE MODIFIED DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH MODIFICATION IS COMPATIBLE WITH THE ASSUMPTIONS SET FORTH IN THE TRAFFIC IMPACT ANALYSIS SUBMITTED WITH THE REZONING PETITION (THE "TIA").
- PHASING.** THE DEVELOPMENT OF THE PROPERTY AS GENERALLY DEPICTED ON THE REZONING PLAN MAY BE PHASED; ANY PROPOSED PHASING MUST ALIGN WITH THE TIA, AND ASSOCIATED INFRASTRUCTURE AND STORMWATER IMPROVEMENTS PROVIDED; HOWEVER, A PETITIONER WILL COORDINATE ANY MITIGATION REQUIRED BY NC DOT WITH NC DOT; BY SEQUENCING OF CONSTRUCTION TO MINIMIZE DISRUPTION OF SURROUNDING BIRKDALE VILLAGE IS PERMITTED; AND C) EACH PHASE OR SEQUENCE OF IMPROVEMENTS IN THE PROJECT WILL MEET ALL ORDINANCE REQUIREMENTS, UTILITIES, INFRASTRUCTURE AND GRADING SHALL BE DELIVERED TO EACH INDIVIDUAL PHASE AS EACH IS DEVELOPED.
- VESTED RIGHTS.** THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN FOR A PERIOD OF FIVE YEARS PURSUANT TO THE PROVISIONS OF THE ORDINANCE AND 160D OF THE NORTH CAROLINA GENERAL STATUTES.
- PERMITTED USES.** THE PROPERTY MAY BE DEVELOPED FOR USES (INCLUDING ACCESSORY USES) PERMITTED IN THE HC ZONING DISTRICT, INCLUDING HOTELS AS SHOWN ON THE REZONING PLAN, SUBJECT TO THE DEVELOPMENT STANDARDS ASSOCIATED WITH SUCH USES. PERMITTED USES SHALL INCLUDE, BUT NOT BE LIMITED TO: CONFERENCE CENTERS AND OFFICE LOTS AND SUITES AS SHOWN ON THE REZONING PLAN. THE FOLLOWING USES ARE PROHIBITED AS DESCRIBED IN THE ORIGINAL STANDARDS: ARMORIES FOR MEETINGS AND TRAINING OF MILITARY ORGANIZATIONS, AUCTION SALES, PAWNSHOPS AND SECOND-HAND SALES, VOCATIONAL AND TECHNICAL SCHOOLS, BOARDING OR ROOMING HOUSES, FRATERNAL OR CLUB FACILITIES, ADULT ESTABLISHMENTS, SALES/SERVICE/RENTAL OF BOATS OR MOTOR VEHICLES, OUTDOOR KENNELS, AND "FAST FOOD" RESTAURANTS, ANY LABELING ON THE REZONING PLAN OR ZONING SUMMARY MAY BE AN INDICATION OF THE CURRENT INTENTION ON THE PART OF PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS, DRIVE-UP AND WALK-UP AUTOMATED TELLER MACHINES ARE SPECIFICALLY PERMITTED SO LONG AS THEY MEET THE DESIGN REQUIREMENTS OF THE ORDINANCE.
- RESIDENTIAL COMPONENT.** THE ORIGINAL STANDARDS ALLOW FOR 320 MULTI-FAMILY UNITS, INCLUDING 50 LIVERWORK UNITS CONSISTING OF RESIDENTIAL, OFFICE OR RETAIL USES. ADDITIONAL MULTI-FAMILY RESIDENTIAL DWELLING UNITS SHALL BE ALLOWED, NOT TO EXCEED 350 ADDITIONAL MULTI-FAMILY UNITS.
- ACCESS.** THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE; TO THE EXTENT PERMITTED BY APPLICABLE DRIVEWAY PERMIT REQUIREMENTS, FUTURE DRIVEWAYS, ACCESS POINTS AND ROAD CONNECTIONS MAY CROSS THE SETBACK AND SHALL NOT REQUIRE A REZONING OF THE PROPERTY, BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS.
- SUBDIVISION.** THE PROPERTY IS ONE DEVELOPMENT AND MAY BE FURTHER WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION IS IN COMPLIANCE WITH APPLICABLE SUBDIVISION REGULATIONS. HOWEVER, RECOMBINATION, CONDOMINIALIZATION, OR REDUCTION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE. REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS.
- AMENDMENT.** IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN WITHOUT THE WRITTEN CONSENT OF ANY OTHER OWNER OF ALL OR ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT REQUIRES SUCH OWNER'S CONSENT TO A CHANGE IN THE PRIVATE RESTRICTIVE COVENANTS THAT GOVERN THE PROJECT. ALL REQUIREMENTS IN CONNECTION WITH THE AMENDMENT WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL. THIS NOTE SHALL BE SHOWN ON THE FINAL PLAN WHEN RECORDED.
- DESIGN ELEMENTS.**
 - MODIFICATION.** DESIGN ELEMENTS THAT EXCEED THE REQUIREMENTS OF THE ORDINANCE HAVE BEEN INCLUDED IN THIS REZONING PLAN TO ACHIEVE EXCEPTIONAL DESIGN. TOWN BOARD APPROVAL OF THIS REZONING PLAN CONSTITUTES APPROVAL OF UNIQUE DESIGN ELEMENTS SHOWN ON THE REZONING PLAN THAT ARE MINOR MODIFICATIONS FROM THE ORDINANCE, INCLUDING, BUT NOT LIMITED TO:
 - PARKING LOT CONNECTIVITY.** VEHICULAR AND PEDESTRIAN CONNECTIONS AND STUBS TO ADJOINING PROPERTIES AS SHOWN ON THE PLAN;
 - BLOCK LENGTH;**
 - HOTEL HEIGHT** MAY EXCEED THE PERMITTED BUILDING HEIGHT IN THE HC ZONING DISTRICT; PLEASE REFERENCE TEXT AMENDMENT, TA 22-06.
 - URBAN WORKPLACE BUILDING** MAY EXCEED THE PERMITTED BUILDING HEIGHT IN THE HC ZONING DISTRICT;
 - CONFERENCE CENTER AND OFFICE LOTS** ARE INCLUDED IN THE LIST OF PERMITTED USES;
 - GUIDELINES.** BUILDING ELEVATIONS WILL FOLLOW THE DESIGN GUIDELINES ESTABLISHED IN THE ORIGINAL STANDARDS, INCLUDING BUT NOT LIMITED TO:
 - BUILDING ENTRANCES** WILL BE DEFINED BY THE USE OF VARIOUS FORMS AND/OR OTHER ARCHITECTURAL DETAILS. PRIMARY ELEVATIONS (I.E. ELEVATIONS ALONG A PRIMARY STREET OR THE PRINCIPAL POINT OF ENTRY INTO A BUILDING) WILL ALSO BE ARTICULATED THROUGH THE USE OF COLOR, PATTERNING AND OTHER ARCHITECTURAL DESIGNING.
 - PARKING DECKS** WILL RELATE TO THE BUILDING ELEVATIONS IN SCALE AND CHARACTER UTILIZING SIMILAR MATERIALS AND FACADE articulation. THE STREET EDGE OF THE PARKING DECKS WILL BE SCREENED WITH LANDSCAPE ACCORDING TO THE ORDINANCE.
 - YARD RESTRICTIONS.** IN EVERY INSTANCE, THE SIDE YARD, SETBACK AND REAR YARD FOR EACH PARCEL DEVELOPED WITHIN THE PROJECT SHALL COMPLY WITH AT LEAST THE MINIMUM STANDARDS OF THE ORDINANCE. WITHIN THE PARAMETERS OF THESE MINIMUM STANDARDS, SETBACKS WILL BE UTILIZED IN A MANNER TO ENCOURAGE PEDESTRIAN ACTIVITY.
 - DRIVEWAYS AND STREETS.** ALL STREETS SHALL BE PUBLIC STREETS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ORDINANCE. ALL STREETS AND HIGHWAY IMPROVEMENTS, TO THE EXTENT REQUIRED BY THE TIA, WILL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS ESTABLISHED BY THE GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THEIR MAINTENANCE AND OPERATION.
 - OPEN SPACE.** OPEN SPACE WILL BE DESIGNED TO INCORPORATE NATURAL DRAINAGE WAYS AND WOODED AREAS. THE FOLLOWING THREE SIGNIFICANT OPEN SPACES ARE TO REMAIN AS OPEN SPACES ACCORDING TO THE ORIGINAL STANDARDS:
 - TRANSCO PIPELINE
 - MC DOWELL CREEK BUFFER
 - SAM FURR FRONTAGE
 - ADDITIONAL DESIGN ELEMENTS.** SIGNS AND GRAPHICS, STORM WATER MANAGEMENT AND WATERSHED PROTECTION, ENTRYWAYS, BUFFER YARDS, LANDSCAPE AREAS AND SCREENING WILL FOLLOW THE GUIDELINES OF THE ORIGINAL STANDARDS.

IMPERVIOUS SUMMARY - SITE

ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL SITE AREA WITHIN PROJECT LIMITS	234,067 SF	5.37 AC	N/A
EXISTING IMPERVIOUS WITHIN PROJECT LIMITS	232,886 SF	5.35 AC	99.50 %
PROPOSED IMPERVIOUS WITHIN PROJECT LIMITS	232,886 SF	5.35 AC	99.50 %
TOTAL PROPOSED PERVIOUS	1,181 SF	0.03 AC	0.50 %
NET IMPERVIOUS GAIN WITHIN PROJECT LIMITS	0		
TOTAL IMPERVIOUS (ALL OF BIRKDALE VILLAGE)	1,582,970 SF	36.34 AC	

Lot Type / Urban Workplace

Building Placement/Parking/Vehicle Access	Encroachment/Pedestrian Access to Building
- Buildings shall be placed on the lot within the zone represented by the hatched area. In most cases, the build to line will range from 0' to 15' behind street right-of-way (ROW). Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback. - Building facades shall be generally parallel to frontage property lines. The facade shall be determined by the massing of the building. - Parking shall be located primarily to the rear of the building; sideyard parking shall occupy no more than 35% of the primary frontage line and shall not be placed in any sideyard abutting an intersecting street. Where dimensions of existing lots restrict parking behind buildings, the limitations on sideyard parking may be modified. - Points of permitted access to the parking indicated by arrows. - Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas. - Parking areas on adjacent lots shall be connected wherever practical. - Trash containers shall be located in a rear parking area (see Parking Regulations) and shall be screened from the right-of-way. - Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc. - Building facades at street frontage lines shall be pedestrian oriented and of pedestrian scale.	- Balconies, bay windows, arcades, porches at an upper level and their supports at ground level, together with awnings above head height (min. 7'-6") are permitted within the sidewalk as shown by the hatched area. Encroaching arcades should cover entire sidewalk. - Primary pedestrian access into the building shall be from the street frontage line (indicated by larger arrow). Secondary access may be from parking areas (indicated by smaller arrow). Special Conditions: - Buildings in all locations should relate the principal facade to the sidewalk and public space of the street. - Setback at street corners will generally replicate frontage conditions. Side setbacks on a minor street may be less than the front dimension. - Within the limits described, front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. For example, squares or rectilinear defined plazas within building setback areas can act as focal points for pedestrians.
Description: The workplace building may be a large structure (15,000+ square feet) and may have a single use/tenant. Office, industrial, and commercial tenants are typical. Southern mill villages often provide examples of how these buildings can reasonably coexist with other businesses and homes. Locke Mill Plaza, in Concord, provides a good example with its placement at the end of prestigious Union Street. These buildings are critical to the town as employment centers and commercial service locations. The buildings will provide space for industry, large offices, as well as hotels, conference facilities, and large retail uses such as a full-service grocery store. Where possible, structures shall be designed to maximize site use and to keep front yards in the neighborhood.	

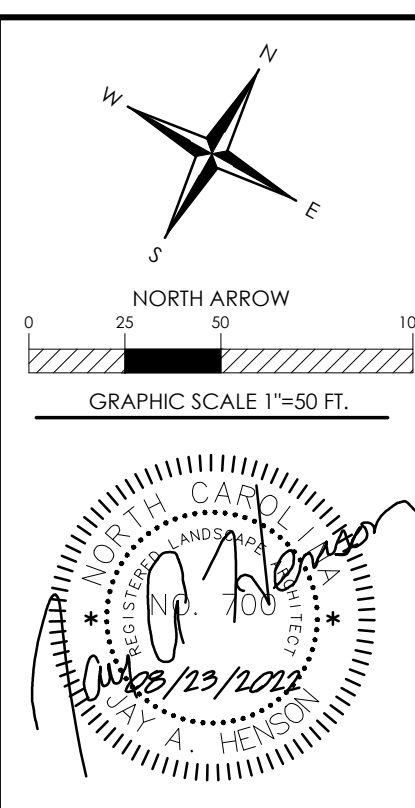


Building Type / Urban Workplace

Permitted Height and Uses	Architectural Standards
	Principles - To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are compatible to the historic architectural vocabulary of the area in their massing and external treatment. - Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not comprise a street fronting building face. Decorative metal panels, such as Aluminum Composite Material (ACM) panels, may be used as an accent or trim material and as shading for building accent elements such as canopies and their supporting structure. However, decorative metal panel accents may not exceed 30% of any facade visible from the street. - The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment. - Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configurations. - Trailers (mobile units) may not be used as permanent workplace buildings. Configurations - Two wall materials may be combined horizontally on one facade. The "heavier" material should be below and can cover the first floor only (i.e. brick below wood siding). - Street level windows shall be unlimited. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location. - Windows shall be of square or vertical proportion. Special windows may be circular or regular polygons. Techniques - Windows should be set to the inside of the building face wall. - All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.
- Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof. - The height of parapet walls may vary depending upon the need to screen mechanical equipment. - Building height to the ridge may vary depending on the roof pitch. - Permitted uses are indicated above, and are further controlled by zoning district standards.	
- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION. - CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAGMEN, ETC., AS NECESSARY TO INSURE SAFETY TO THE PUBLIC. - ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE DEPARTMENT OF TRANSPORTATION. - SHORING WILL BE ACCORDING TO OSHA TRENCING STANDARDS PART 1926 SUBPART F, OR AS AMENDED.	



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NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-999



BIRKDALE VILLAGE REZONING
PIN #00537157.00537197
LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078
REZONING PLAN

REVISIONS:	
2022-08-23 1ST REZONING COMMENTS	
PROJECT NUMBER:	222020
DATE: 06/21/2022	DRAWN BY: TSF
Z03	5
SHEET	OF

GENERAL NOTES:

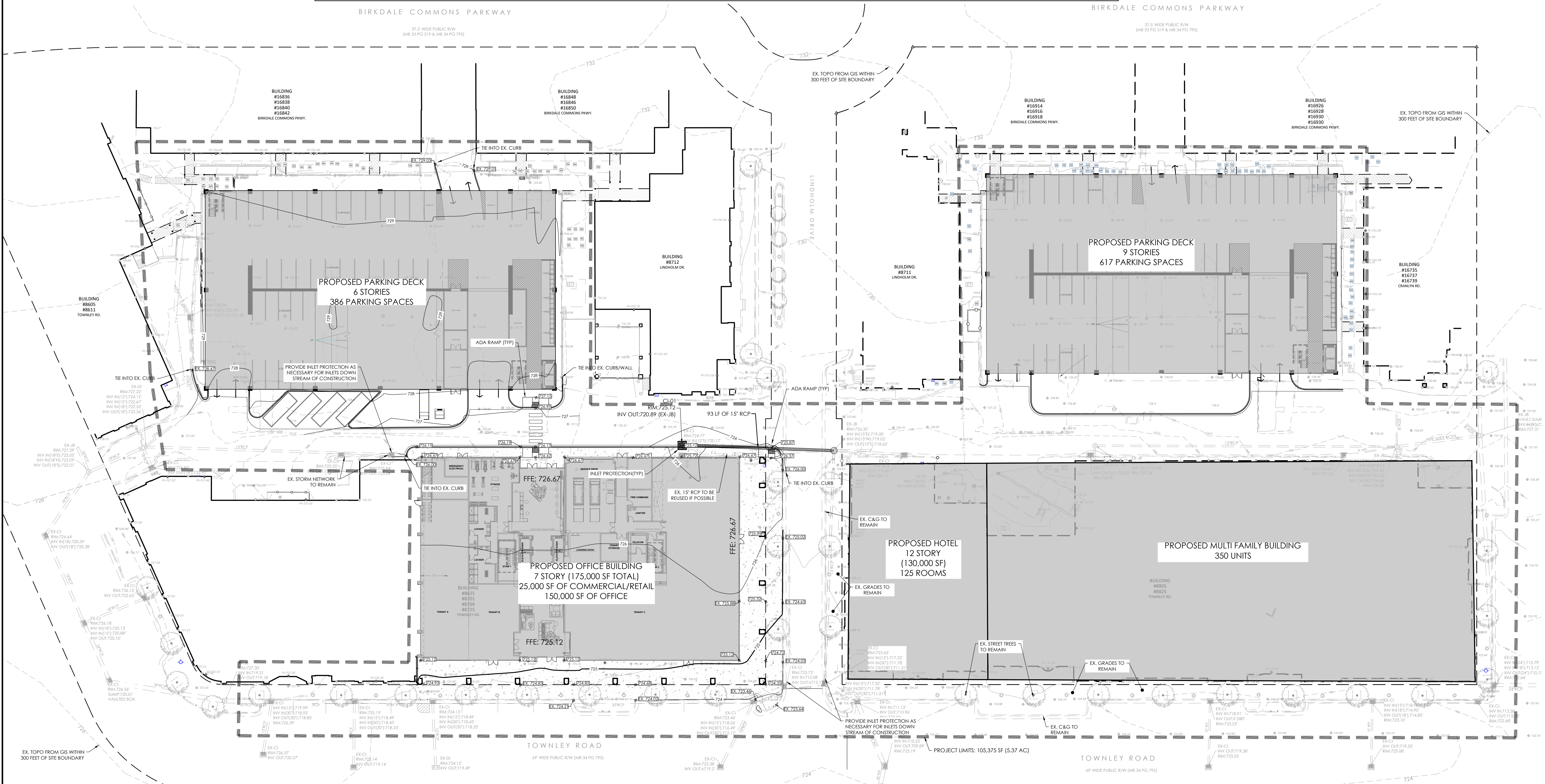
- APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED OWNERS.
- THE DEVELOPER SHALL MAINTAIN EACH STREAM, CREEK, OR BACKWASH CHANNEL IN AN UNOBSTRUCTED STATE AND SHALL REMOVE FROM THE CHANNEL AND BANKS OF THE STREAM ALL DEBRIS, LOGS, TIMBER, JUNK AND OTHER ACCUMULATIONS.
- COMMUNITY ENCROACHMENT LINE MUST BE MARKED AND MAINTAINED ON SITE UNTIL FINAL GRADING IS COMPLETED.
- ANY CONSTRUCTION OR USE WITHIN THE AREAS DELINEATED AS FLOODWAY DISTRICT FRINGE BOUNDARY LINE OR FLOODWAY DISTRICT ENCROACHMENT BOUNDARY LINE IS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE FLOODWAY REGULATIONS OF THE TOWN OF HUNTERSVILLE AND MECKLENBURG COUNTY.
- THE MECKLENBURG COUNTY OR TOWN OF HUNTERSVILLE ENGINEERING DEPARTMENT HAS NOT REVIEWED THE STRUCTURAL STABILITY OF ANY RETAINING WALLS ON THE SITE AND DOES NOT ASSUME RESPONSIBILITY FOR THEM.
- NON-STANDARD ITEMS (I.E.: PAVERS, IRRIGATION SYSTEMS, ETC.) IN THE RIGHT-OF-WAY REQUIRE A RIGHT-OF-WAY ENCROACHMENT AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BEFORE INSTALLATION.
- ALL ROOF DRAINS TO CONNECT TO UNDERGROUND STORM DRAINAGE SYSTEM.

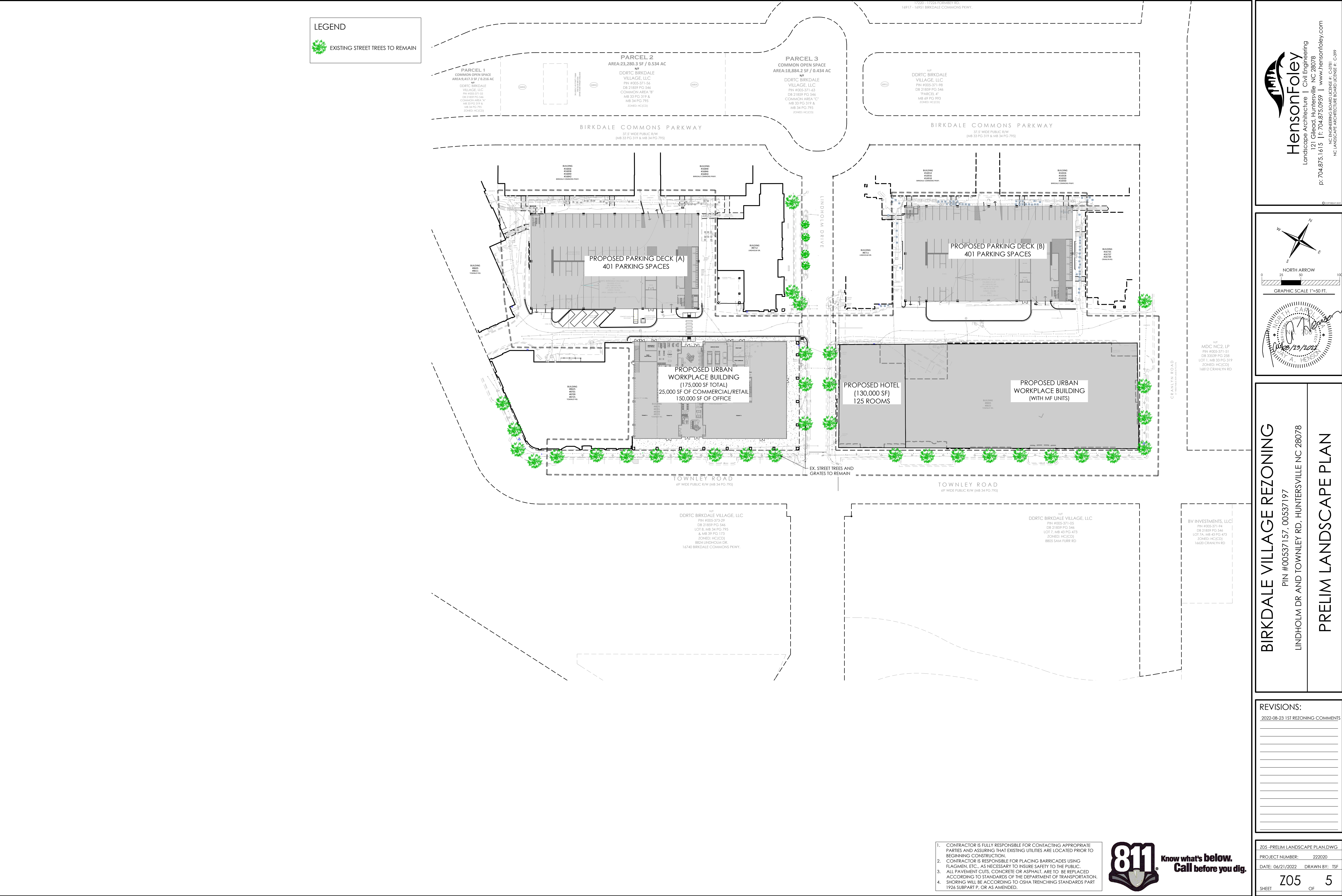
NOTE: ALL SPOT ELEVATIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED

GENERAL NOTES:

- ALL STORM WATER CATCH BASINS, INLETS, MANHOLES, ETC. SHALL BE PERMANENTLY LABELED AS "NO DUMPING, DRAINS TO RIVER" AND INCLUDE A FISH SYMBOL.
- SOIL FILL (GEOTECH REPORT SHALL TAKE PRECEDENCE OVER THIS SPECIFICATION IF EXISTS).
- FLOW, SCARIFY, BENCH, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING MATERIAL.
- PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS AS FOLLOWS:
 - UNDER GRASS AND PLANTED AREAS, USE SATISFACTORY SOIL MATERIAL.
 - UNDER WALKS AND PAVEMENTS, USE SATISFACTORY SOIL MATERIAL.
 - UNDER STEPS AND RAMPS, USE ENGINEERED FILL.
 - UNDER BUILDING SLABS, USE ENGINEERED FILL.
 - UNDER FOOTINGS AND FOUNDATIONS, USE ENGINEERED FILL.
 - PLACE SOIL FILL ON SUBGRADES FREE OF MUD, FROST, SNOW, OR ICE.
- SOIL MOISTURE CONTROL
 - REVISE PERCENTAGES IN THIS ARTICLE ACCORDING TO GEOTECHNICAL ENGINEER'S WRITTEN RECOMMENDATIONS.
 - UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL SOIL LAYER BEFORE COMPACTION TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT.
 - DO NOT PLACE BACKFILL OR FILL SOIL MATERIAL ON SURFACES THAT ARE MUDDY, FROZEN, OR CONTAIN FROST OR ICE.
 - REMOVE AND REPLACE, OR SCARIFY AND AIR DRY, OTHERWISE SATISFACTORY SOIL MATERIAL THAT EXCEEDS OPTIMUM MOISTURE CONTENT BY 2 PERCENT AND IS TOO WET TO COMPACTION TO SPECIFIED DRY UNIT WEIGHT.
- COMPACTION OF SOIL BACKFILLS AND FILLS
 - PLACE BACKFILL AND FILL SOIL MATERIALS IN LAYERS NOT MORE THAN 8 INCHES (200 MM) IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4 INCHES (100 MM) IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
 - PLACE BACKFILL AND FILL SOIL MATERIALS EVENLY ON ALL SIDES OF STRUCTURES TO REQUIRED ELEVATIONS, AND UNIFORMLY ALONG THE FULL LENGTH OF EACH STRUCTURE.
 - COMPACT SOIL MATERIALS TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY UNIT WEIGHT ACCORDING TO ASTM D 698:
 - UNDER STRUCTURES, BUILDING SLABS, STEPS, AND PAVEMENTS, SCARIFY AND RECOMPACT TOP 12 INCHES (300 MM) OF EXISTING SUBGRADE AND EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 100 PERCENT.
 - UNDER WALKWAYS, SCARIFY AND RECOMPACT TOP 6 INCHES (150 MM) BELOW SUBGRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 95 PERCENT.
 - UNDER TURF OR UNPAVED AREAS, SCARIFY AND RECOMPACT TOP 6 INCHES (150 MM) BELOW SUBGRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 85 PERCENT.
 - FOR UTILITY TRENCHES, COMPACT EACH LAYER OF INITIAL AND FINAL BACKFILL SOIL MATERIAL AT 95 PERCENT.

- GRADING
 - GENERAL: UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED.
 - PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES.
 - CUT OUT SOFT SPOTS, FILL LOW SPOTS, AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TOLERANCES.
 - SITE ROUGH GRADING: SLOPE GRADES TO DIRECT WATER AWAY FROM BUILDINGS AND TO PREVENT PONDING. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES:
 - TURF OR UNPAVED AREAS: PLUS OR MINUS 1 INCH (25 MM).
 - WALKS: PLUS OR MINUS 1/2 INCH (13 MM).
 - PAVEMENTS: PLUS OR MINUS 1/2 INCH (13 MM).
 - GRADING INSIDE BUILDING LINES: FINISH SUBGRADE TO A TOLERANCE OF 1/2 INCH (13 MM) WHEN TESTED WITH A 10-FOOT (3-M) STRAIGHTEDGE.
 - FIELD QUALITY CONTROL
 - TESTING AGENCY: OWNER WILL ENGAGE A QUALIFIED GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM TESTS AND INSPECTIONS.
 - ALLOW TESTING AGENCY TO INSPECT AND TEST SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTH MOVING ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS.
 - FOOTING SUBGRADE: AT FOOTING SUBGRADES, AT LEAST ONE TEST OF EACH SOIL STRATUM WILL BE PERFORMED TO VERIFY DESIGN BEARING CAPACITIES. SUBSEQUENT VERIFICATION AND APPROVAL OF OTHER FOOTING SUBGRADES MAY BE BASED ON A VISUAL COMPARISON OF SUBGRADE WITH TESTED SUBGRADE WHEN APPROVED BY ARCHITECT.
 - TESTING AGENCY WILL TEST COMPACTION OF SOILS IN PLACE ACCORDING TO ASTM D 1556, ASTM D 2147, ASTM D 2922, AND ASTM D 2937, AS APPLICABLE. TESTS WILL BE PERFORMED AT THE FOLLOWING LOCATIONS AND FREQUENCIES:
 - PAVED AND BUILDING SLAB AREAS: AT SUBGRADE AND AT EACH COMPACTED FILL AND BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 2000 SQ. FT. (186 SQ. M) OR LESS OF PAVED AREA OR BUILDING SLAB, BUT IN NO CASE FEWER THAN THREE TESTS.
 - FOUNDATION WALL BACKFILL: AT EACH COMPACTED BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 100 FEET (30 M) OR LESS OF WALL LENGTH, BUT NO FEWER THAN TWO TESTS.
 - TRENCH BACKFILL: AT EACH COMPACTED INITIAL AND FINAL BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 150 FEET (46 M) OR LESS OF TRENCH LENGTH, BUT NO FEWER THAN TWO TESTS.
 - WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL MATERIALS TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.





Birkdale Village Rezoning

Neighborhood Meeting Report

Date: September 22, 2022

Time: 6:00pm-7:45pm

Location: Dellwood Community Center, 508 Dellwood Drive, Huntersville, North Carolina 28078

Applicants and the neighborhood attendees discussed the following comments and questions:

General Comments

- There are traffic and congestion issues in Birkdale Village and the surrounding residences
 - Sam Furr/Highway 73 traffic
 - Lindholm Drive traffic
 - Formby Rd. traffic
 - Delivery truck traffic
 - Landscaper traffic
 - Cut through traffic in the Greens, specifically Pennington Dr.
 - Potential connection to Northcross Dr. with Townley Rd. extension
 - Traffic can be overwhelming sometimes and make it hard to leave the neighborhood
- Music volume on the speakers in Birkdale is too high, also change music selection
- Light pollution from the new buildings
- Current security of the property needs to be upgraded
- The design of the new buildings should be in keeping with the aesthetic and character of Birkdale Village
- The office building is very nice, and could be better if there were some design elements that fit with the original design
- Parking issues
 - Developer could remove some parking on Formby Rd. to make it more inviting to residents and visitors
- Neighbors would like to see the TIA and traffic count data
- Neighbors would like to see the future roadway improvement plans for the Sam Furr/Highway 73 corridor
- I love this project and the plans look great, I am just worried about traffic and congestion
- Birkdale is a little village, and the new buildings might change that
- Birkdale's original design was as a *Neotraditional* aesthetic with European-like streets

Questions

***Answers in bold**

1. Where will deliveries be made to the new buildings?
 - **There are alleyways to the rear of the new buildings where deliveries will be made.**
2. Can you design the office building and other structures to conform to the theme and design of the current Birkdale Village?
 - **The developer will explore options to better fit the aesthetic. Final design will be reviewed by Staff.**

3. Did the TIA consider the development of the Birkdale Golf Club across Highway 73?
 - **Yes, the Birkdale Golf Club is an approved plan and was included in the TIA calculations.**
4. Did the TIA consider the construction on Birkdale Commons Parkway during their traffic count?
 - **The TIA process includes traffic counts from a number of intersections and these intersections were designated by NCDOT.**
5. Can the developer remove parallel parking on certain streets (specifically Formby and other narrow roads) to allow for a more inviting pedestrian experience?
 - **This is public parking on a public street that the developer does not control.**
6. Is there a project on the books for the Townley Rd. extension to Northcross Dr.?
 - **This extension to Northcross Dr. has been contemplated for about 17 years. There is no official/definitive date on when this will occur.**
7. Can the developer give money to the Town to expedite the construction of the bridge connection to Northcross Drive?
 - **Developer will explore solutions with the Town, NCDOT, and landowners.**
8. With the scheduled improvements to Sam Furr/Highway 73, how much more capacity will the roads have? Can we see the documents related to NCDOT's plans?
 - **Significantly more capacity, turning Hwy 73 into a superstreet and other traffic alleviating measures will reduce the current stress on traffic in the area. Primarily traffic will be routed to Northcross Dr. to avoid gridlock at the I-77 Interchange.**
 - **NCDOT's plans are available on their website and are included in the Neighborhood Meeting presentation.**
9. What is the current parking ratio for Birkdale (parking spots per dwelling unit)?
 - **Current parking ratio is about 4.5, and after construction of the additional buildings the ratio will remain at about 4.5. However, on weekday evenings and weekends when the office tenants are not there, the ratio will increase due to the additional supply of 400 spots to the general public.**
10. What can the developer do to limit cut through traffic on Townley and Pennington?
 - **These are public roads, but the developer can explore options with the Town and NCDOT.**
11. Will parking in the new parking decks be free?
 - **Yes.**
12. Can the developer add no parking signs in areas where there are congestion issues?
 - **If it is a public street then most likely not, but developer can look into solutions.**
13. How will the NCDOT improvement projects line up with the new development?
 - **NCDOT improvements to Sam Furr/73 are scheduled for 2025-2026. The office building is at least 5 years out and the multi-family component/hotel would be completed after that. The NCDOT improvements and the construction of the new buildings coincide with each other based on the current schedule.**
14. If NCDOT plans get delayed will the Birkdale improvements be delayed?
 - **No, but the right of way acquisition process and easement acquisition process are currently underway for the Sam Furr/73 improvements.**
15. Can the developer tie construction of this project to the NCDOT improvements?

- **This agreement cannot be made as it would eliminate the opportunity for the developer to market the buildings to prospective tenants.**
16. When will all the NCDOT improvements to Sam Furr/Highway 73 be complete?
- **The improvements are scheduled for 2025-2026, right of way and easement acquisition are currently underway.**
17. What if there is another pandemic? Will this development continue?
- **Difficult to predict.**
18. Are there plans to expand Northcross Dr. and Westmoreland Rd.?
- **Yes, Northcross Drive will extend and connect to Westmoreland Rd., there are also traffic alleviation plans that will direct more traffic to Northcross Dr. and away from the I-77 Interchange.**
19. What is the timeline for the construction of the office, hotel, and multi-family?
- **The office and hotel are planned first, and that construction is at least 5 years out, financing will take at least 1-2 years from now to complete so the timeline is not set in stone. The multi-family component would begin after that.**
20. While NCDOT is constructing improvements to Northcross Dr. (including the roundabout) can they also construct the connection bridge to Townley Rd. at the same time?
- **Can explore options with NCDOT and the Town.**
21. Regal just went bankrupt, will this impact the Regal at Birkdale?
- **This will not impact the movie theater at Birkdale.**
22. Will the office building look like a 12-story building?
- **The office building's first floor is retail (height of 20 ft.), second floor conference center (height of 20 ft.), and 5 floors of class-A office space above (height of 15 ft. each).**
23. Did North American Properties build the office building in Avalon?
- **Yes.**
24. How many rooms are in the hotel?
- **125 rooms.**
25. What brand of hotel? Will it be a 4 or 5 star/higher quality hotel?
- **Will be a boutique hotel, 4 stars, similar to a Moxy or AC by Marriot or a Tempo by Hilton.**
26. What about the hotel across the street?
- **This hotel is lower quality and is currently on hold.**
27. What will this do for air quality? Will this create smog?
- **Developer is following all environmental requirements/regulations.**
28. Will there be apartments in the new buildings?
- **Yes, there are plans for 350 1 & 2-bedroom apartments.**
29. What are the prices for the new apartments? What about the old apartments
- **Current prices for 1-bedroom is about \$1600/month but will be closer to \$2000/month when completed, 2-bedroom apartments are closer to \$2500/month and could be higher once completed.**
 - **The older apartments are being renovated in line with the quality of the new apartments.**
30. Has the developer thought about doing condos instead of apartments?

- **There is not a demand for condos in this area and it doesn't make financial sense.**
31. What does class-A office mean?
- **Everything is higher quality, the materials used, interior furnishings and amenities are of a higher/highest standard.**
32. Why is there so much glass on the office building?
- **Office tenants require the large windows, especially in a class-A office.**
33. What about the remote/work from home movement, will this make the office building obsolete? Is there a market for this type of office?
- **There is a demand for this type of office in Huntersville. Currently Huntersville has no class-A office space available. With the proximity to Lake Norman this is a great location for this type of office.**
34. Can the developer put the office building across the street near the Birkdale Golf Club?
- **The developer does not own this land.**
35. Is Red Rocks being demolished? Is there a building going on top of Red Rocks?
- **Red Rocks is staying, they are upgrading and adding more outdoor seating. There is nothing going on top of Red Rocks.**
36. Where will the conference center be located?
- **Located on the second floor of the office building.**
37. What is going on top of Total Wine?
- **Nothing is going on top of Total Wine.**
38. Is the office building in the picture longer than the current Barnes & Noble building?
- **No, the perspective of the picture made it seem that way.**
39. How will the developer limit light pollution at night?
- **All the buildings are smart buildings and lights will turn off at night.**
40. How will the developer ensure that the greenery on the building will last and not die?
- **This is included in the developer's rezoning plans and is part of the rezoning requirement.**
41. Where are the parking decks located?
- **They will stay at their current location but will be upgraded to increase the number of parking spots.**
42. How is this hotel allowed to build up to 12 stories when the hotel across the street could only do 6?
- **These are two very different development, Birkdale is able to ask for this increase in height due to its density and size.**
43. There is another hotel across from Kenton Place, how will this impact the new Birkdale hotel?
- **This is a different type of hotel that will attract a different type of clientele.**
44. How tall will the buildings be?
- **The 7-story office building and the hotel will be around the same height (145'), the multi-family urban workplace building will be 75', and the parking garages will be 67'.**
45. Is the multi-family building as tall as the hotel?
- **No, hotel is 145' and multi-family is 75'.**
46. Is there currently a height limit in Birkdale?
- **Yes Birkdale has a current limit of 48'.**
47. Is Birkdale zoned as an urban center?

- **Yes.**
48. Will there be new designated delivery zones for delivery trucks?
- **Delivery trucks will use the current alleyways behind the new office building and the hotel/multi-family.**
49. Will there be any electric vehicle charging stations?
- **Yes, there will be infrastructure to support electric charging stations based on demand.**
50. Will there be dedicated electric/normal bike lanes?
- **There will not be dedicated bike lanes, but the new traffic pattern around Birkdale should calm the traffic enough for bikers and drivers to share the road safely.**
51. Can the developer do something to ensure that the firepit area is safe?
- **The firepit is designed to code and has a remote on-off switch. Only on-site personnel will be able to start the fireplace. Security routinely monitors the area.**
52. Will the rooftop beer garden be safe? Will drunk people fall over the sides or down the steps?
- **Yes, this beer garden will meet all the necessary standards.**
53. Will there be any escalators or elevators?
- **Where necessary, elevators will be placed in buildings. There are no plans for any escalators to reach the rooftop bar.**
54. Will there be a new wine bar?
- **Yes, Foxcroft Wine.**
55. How many more apartments will be constructed?
- **350.**
56. Is the Cheesecake Factory a new tenant?
- **Cannot say, there is no signed contract.**
57. Has North American Properties done anything like this before?
- **Yes, this is what North American Properties does. They did this in Alpharetta, Georgia with Avalon and have done similar projects in Atlanta and in Kentucky among others.**
58. Is there a phase 2 to this project?
- **This was just on the PowerPoint for labeling purposes, the “first phase” is the \$20 million refurbishment of the current Birkdale Village and the “second phase” would be the construction of the office building, hotel, and multi-family.**
59. When can the neighbors get a good look at the design and configuration of the hotel and multi-family component?
- **The neighbors will be kept in the loop regarding design plans as the development approval process continues.**
60. Are the plans done for this project?
- **These are concepts plans, the fully rendered architectural drawings would be completed after approval of the rezoning due to costs.**
61. Once the detailed plans are done do they go back to the Town Board for review or is that something that Planning Staff handles?
- **Staff handles the review of the construction documents and finalized plans to ensure that they meet all Town and other requirements.**
62. Will the building follow any of the green initiatives?
- **Yes, the building will incorporate green building initiatives.**

63. Is this a finalized design for the hotel and apartments?
- **No, these are just example images to show the quality and potential design of the buildings.**
64. Do you know what the parking garages will look like?
- **Portions that can be seen from the public ROW will blend in with the aesthetic of the adjacent building. There are guidelines that the developer must follow to ensure this.**
65. What is the developer asking for in the zoning amendment?
- **Developer is asking to change the height of the buildings to allow for these new uses.**
66. How much more height is the developer requesting for the parking decks?
- **The developer is adding 4 levels to the parking decks, totaling 6 levels each.**
67. What are the logistics for the staging areas related to the construction of these new buildings?
- **Office construction would begin first, Barnes & Noble will be demolished and the parking area directly in front will be used as staging area for that construction. Similarly with the hotel and multi-family, once demolition happens the adjacent parking areas will be used as staging areas.**
68. What buildings will be torn down?
- **Barnes & Noble is leaving, they no longer have stores of this size (24,000 square feet), this will be demolished for the office building. The building that houses Girl's Supply and the Dick's building will be demolished for the hotel and multi-family. The parking garages will be demolished and rebuilt to modern standards.**
69. Are Girl's Supply and Dick's leaving?
- **Yes, they will be leaving at some point in the future.**
70. Could we get a Trader Joe's or grocer into the development?
- **Developer would love to get Trader Joe's or another grocer in the development. They are exploring options.**
71. What is going where the Gap is?
- **A new tenant.**
72. What is the ratio of dining options to retail options?
- **Developer wants to have about 40-50% dining options.**
73. What is the cost of valet parking? Where are the cars parked for valet?
- **Valet parking is \$15, and the cars are parked in the bottom floor of one of the parking decks.**
74. What is the price tag for all these new buildings?
- **\$240 million.**

NEIGHBORHOOD MEETING

SIGN IN SHEET

September 22, 2022, 6:00pm to 7:00pm

Birkdale Village Rezoning

Location: Dellwood Community Center, 508 Dellwood Drive, Huntersville, North Carolina 28078

Name	Address	Phone Number	Email Address
Helleen Archer	8107 Tansley Rd Huntersville	704-987-3677	
Nathan Farber	TOH	704-764-2237	nfarber@huntersville.org
Jon Boggiano	17318 Ingleswood Ln Huntersville	704 996 8565	jonboggiano@gmail.com
Fetsje Goettsch	8114 Strandhill Rd.	704-517-8110	fetsje.goettsch@gmail.com
Leslie Brown	8322 Brickle Ln	(313) 282-3724	LNBrown201@gmail.com
BREAN HARRISON	17212 BRIDGETON LANE	704-576-5102	BGHTARLES09@YAHOO.COM
Chris Boggiano	8720 Kimberly Rd Hville	201-600-5977	christian.boggiano@gmail.com
Jenifer Takings	Tannton Place Rd	704-999-2915	jltakings@gmail.com
Helen Mason	17025 Carlton Way Rd	704 647 1432	ygagnapper@gmail.com
Kitty Giese	9525 Devonshire Dr	704-502-5656	Kitty@KittyGiese.com

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Name	Address	Phone Number	Email Address
Gay C. Rudisill	19204 Bridgeton Lane	704-646-9547	rudisill@yahoo.com
Linda Barnes	17021 Bridgeton Lane	206 713 6122	lba2828926@aol.com
Sydney Zarsadiaz	17303 Inglewood Ln.	704-343-1414	SydneyZarsadiaz@gmail.com
Randy Moose	17216 Bridgeton Ln	704 609 4734	rhmoose@roadrunner.com
Kim Zarsadiaz	17303 Inglewood	704 621 7711	Kim.lake.realty@gmail.com

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Name	Address	Phone Number	Email Address
Jill Brown	8361 Brick Ln, Huntersville	734-717-4834	Brown1331@TWC.COM
Thomas Wright	8203 Strandhill Rd Huntersville	704-608-1222	newright9@gmail.com
TERRI GAAR	17332 Villanova Ave. 17432 Calverton Rd.	205-960-1111	tmgaar@gmail.com
David Peete	TOH	704-766-2216	dpeete@huntersville.org
Pierre McCork	8712 Lindholm Dr.		
Nick O'Shaughnessy	8217 PARKTON GATE DR	704 506 4149	nickodent@gmail.com
Mark Keener	8142 EVANSTON FALLS RD	704-608-8142	Keener.mark@gmail.com
Daryl + Karen Poppen	17018 Gorton Wy Rd	209-202-5976	dpoppen@att.net
MAGGIE PARK	8313 STRANDHILL RD	704-492-9583	mepark6@hotmail.com
Sharon Bond	8124 PARKTON GATE DR.	301-351-1703	shawabond@gmail.com
Dawn Snow	8132 EVANSTON FALLS RD HUNTERSVILLE, NC 28078	704-577-6785	rdsnow82@gmail.com



BIRKDALE
VILLAGE

Rezoning 22-01

Conditional Rezoning

OFFICE, HOTEL, COMMERCIAL, MULTI-FAMILY, PARKING GARAGES



PHASE 1 - \$20 Million Project

Community Garden & Dog Park

Warby Parker

Good Wurst

Beer Garden

Concierge
& Valet

Fountain

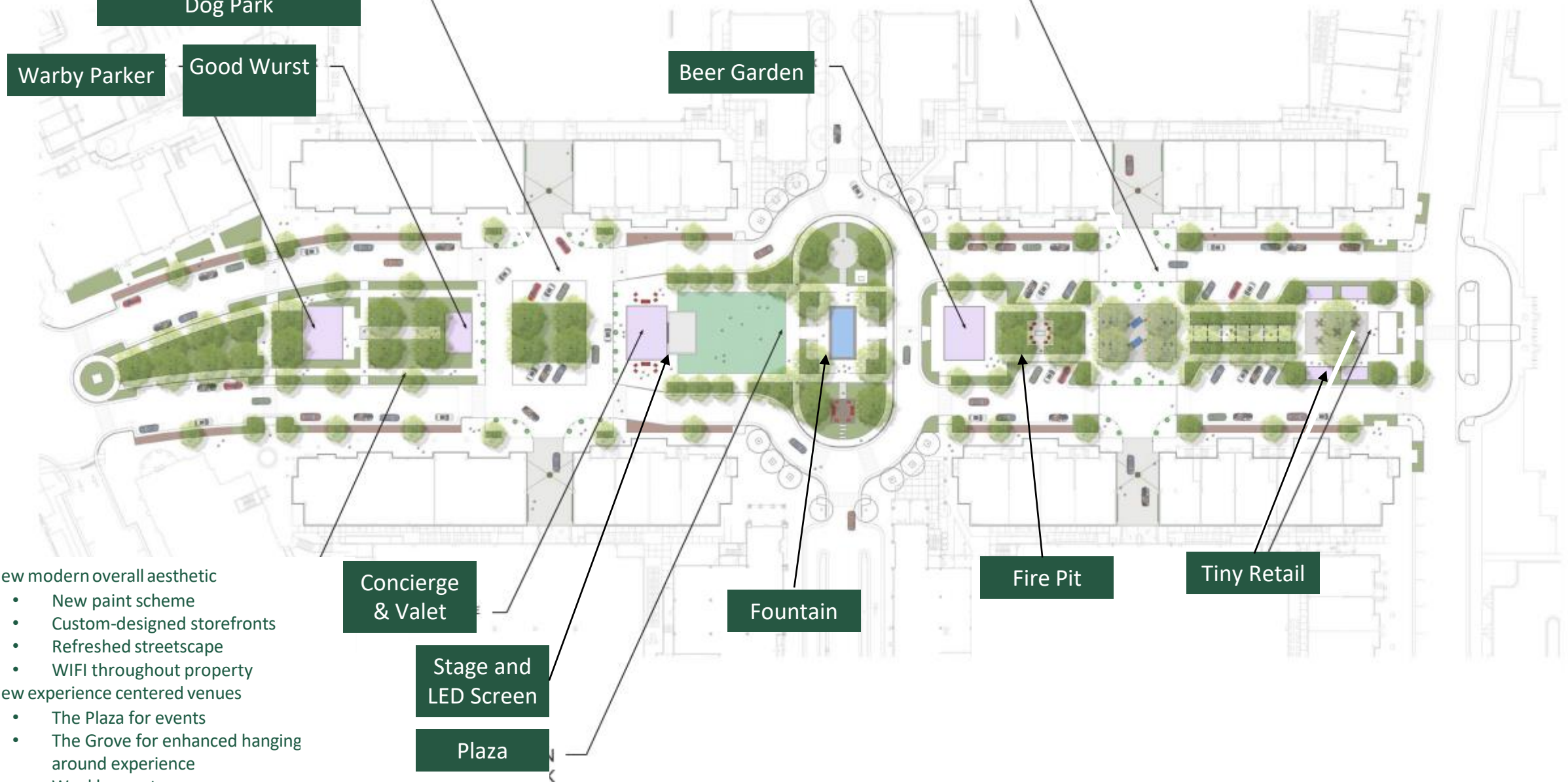
Fire Pit

Tiny Retail

Stage and
LED Screen

Plaza

- New modern overall aesthetic
 - New paint scheme
 - Custom-designed storefronts
 - Refreshed streetscape
 - WIFI throughout property
- New experience centered venues
 - The Plaza for events
 - The Grove for enhanced hanging around experience
 - Weekly events



Parking in Birkdale Village: Guest Comments

Follow up is there any plans to improve parking with the amount of extra people showing up parking must be a nightmare

I have no idea! 😬 there's no more parking...

. All this new stuff makes no difference unless they fix the parking problem. If they don't fix that everything they do is for nothing. Still going to have the same congestion problems.

When will new owners fix the parking issues

Would love to come if we could find parking that was taken away

Yeah, won't be coming back to Birkdale anytime soon. More congestion and no parking. Catering to who?

They just keep removing parking areas so you can valet. You're not South Park.

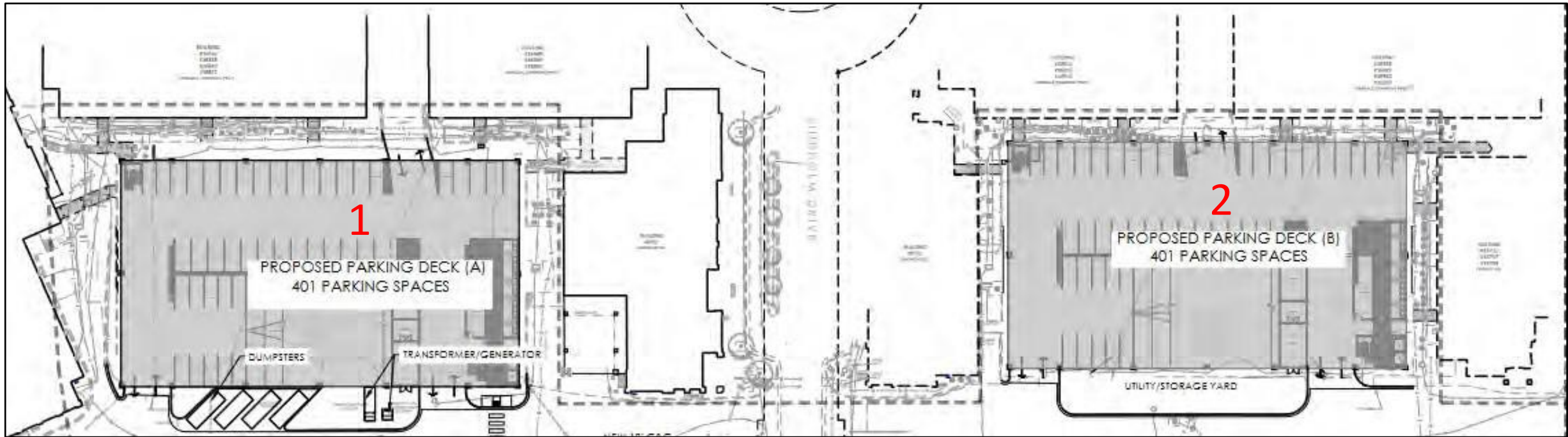
Unfortunately good luck finding parking

What a horrible idea. There's not enough parking today. Trying to change Birkdale too much.

Ah Yes ! The congestion, the increase of traffic onto streets already busy busy, and OMG – parking will be an even BIGGER problem ! ! Is there any realistic planning effort going into this "PLAN" or are residents and shoppers just supposed to "tolerate" the problems and troubles that will result ? ?



Parking in Birkdale Village: Upgraded Parking Garages



DECK #1

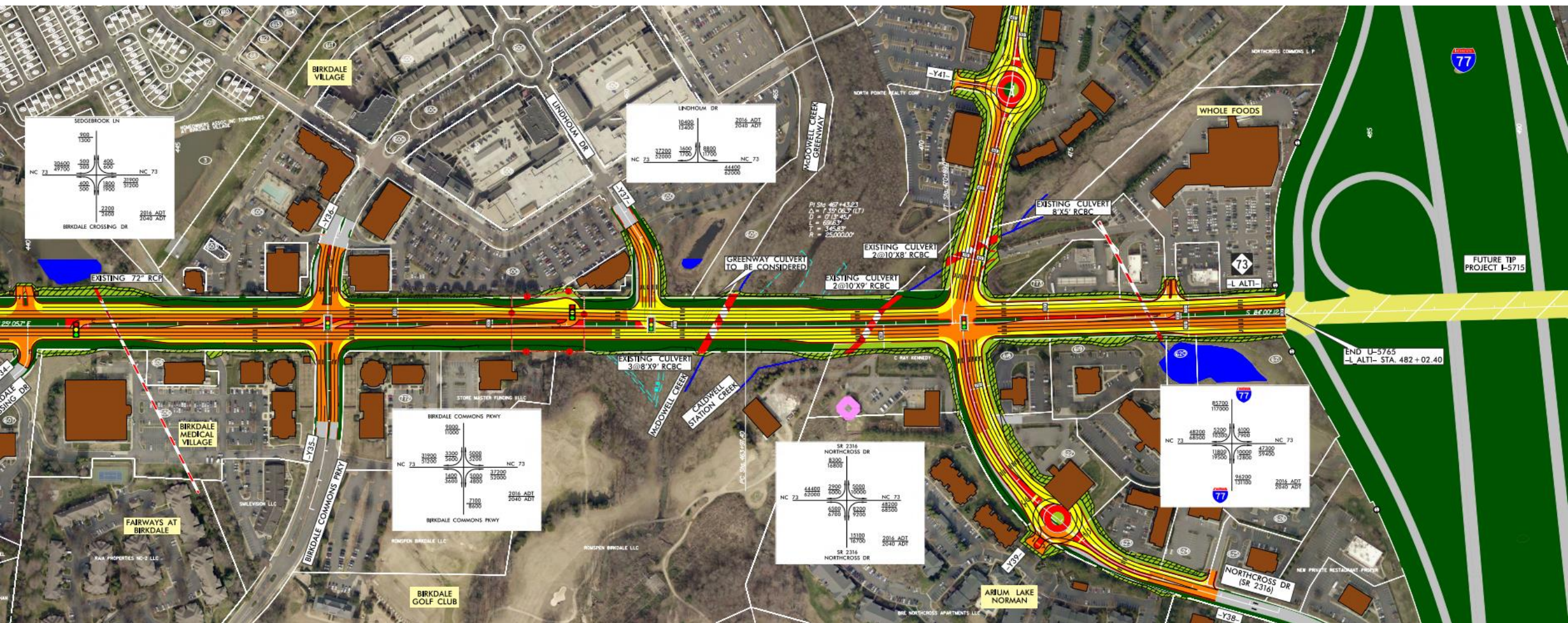
Enlarged to park 400 new spaces for the Office Building
All office parking spaces are available for public use after 5pm
and on weekends

DECK #2

Enlarged to park the additional Multi Family units.
Approx 150 spaces for Hotel and Conference Center for
public use.



NCDOT Highway 73 Improvements





NORTH AMERICAN PROPERTIES

Development Experience – Making Places to Hang Out











BIRKDALE
VILLAGE

NEW AND UPGRADED TENANT MIX

New Additions

- Foxcroft Wine Co.
- Morelia Gourmet Paletas
- The Good Wurst Co.
- Warby Parker
- Beck on Broad
- Cosmo Gypsy
- Icebox Cryotherapy
- Green Brothers Juice Co.
- Apricot Lane
- Girl Supply
- Lovesac
- Brown Bag Seafood
- Sephora
- Locals in small retail buildings

Upgrading Current Location

- Brixx Pizza
- EeZ Fusion & Sushi
- Midwood Smokehouse
- Red Rocks Café
- Savory Spice



- 86-acre mixed-use destination
- Best-in-class retailers
- Numerous dining options
- Movie theater
- Full-service hotel with conference center
- Luxury apartments and single-family residences
- Class-A office space

Nationally renowned Mixed-Use Development



What makes a great Mixed-Use Development



Connectivity



Activity



Food and Beverage



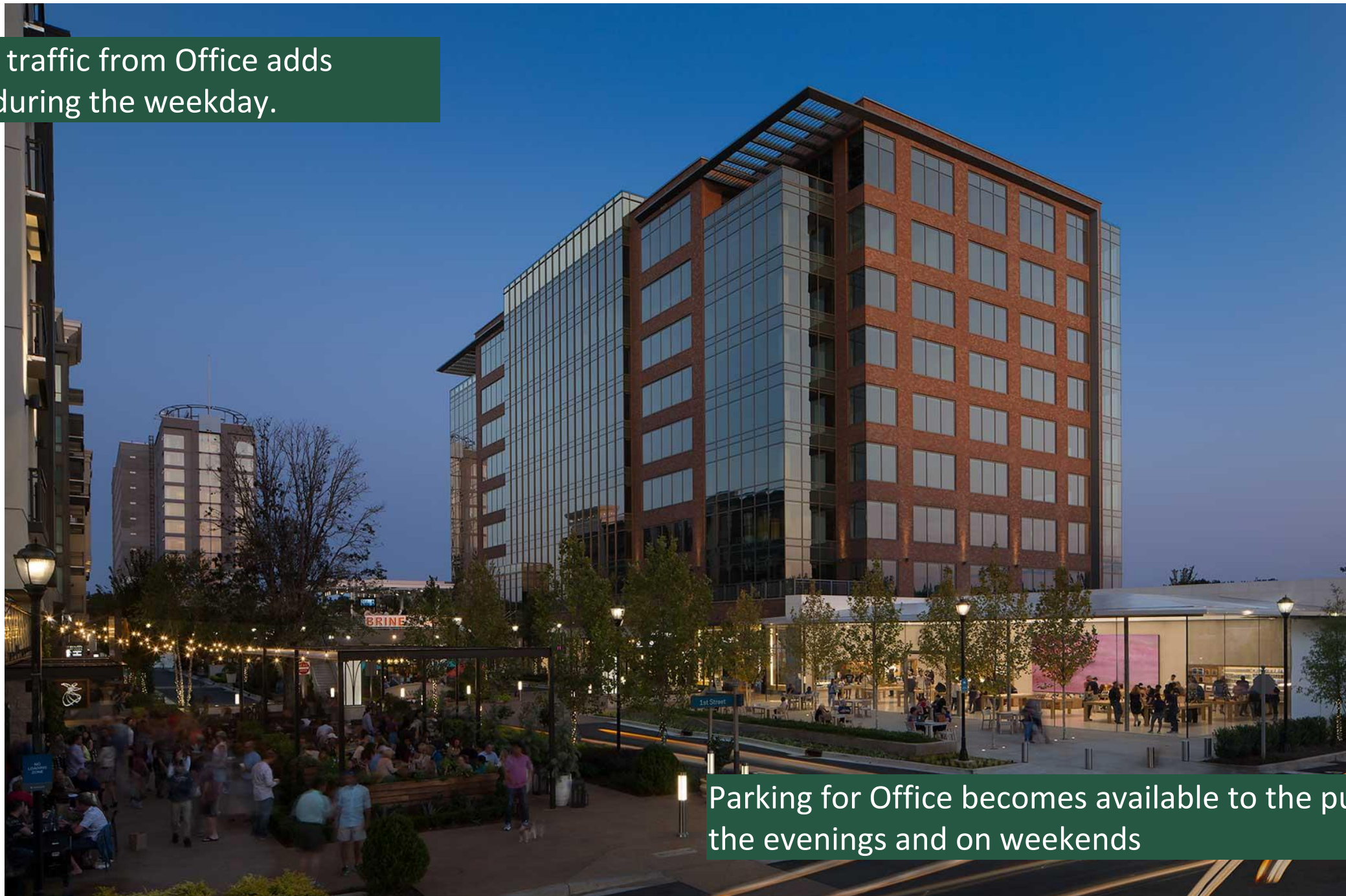
Programming





Daytime traffic goes home
Nighttime traffic comes home

Daytime traffic from Office adds activity during the weekday.



Parking for Office becomes available to the public in the evenings and on weekends





Parking Upgrades



Parking in Birkdale Village: Guest Comments

Follow up is there any plans to improve parking with the amount of extra people showing up parking must be a nightmare

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When will new owners fix the parking issues

Would love to come if we could find parking that was taken away

Yeah, won't be coming back to Birkdale anytime soon. More congestion and no parking. Catering to who?

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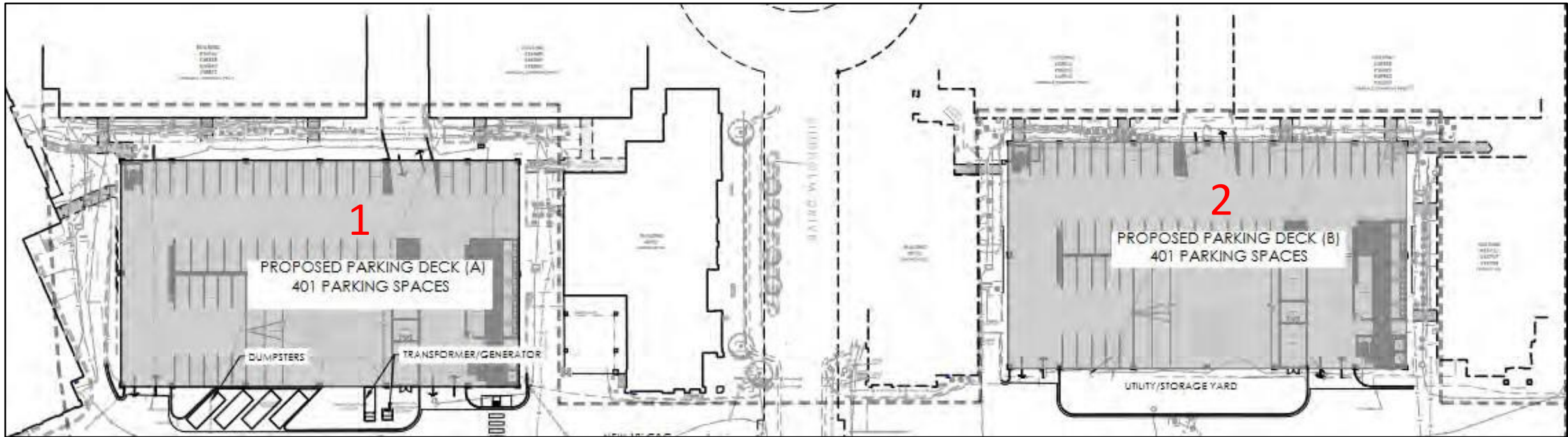
Unfortunately good luck finding parking

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Ah Yes ! The congestion, the increase of traffic onto streets already busy busy, and OMG – parking will be an even BIGGER problem ! ! Is there any realistic planning effort going into this "PLAN" or are residents and shoppers just supposed to "tolerate" the problems and troubles that will result ? ?



Parking in Birkdale Village: Upgraded Parking Garages



DECK #1

Enlarged to park 400 new spaces for the Office Building
All office parking spaces are available for public use after 5pm
and on weekends

DECK #2

Enlarged to park the additional Multi Family units.
Approx 150 spaces for Hotel and Conference Center for
public use.





Design Concepts







Office/Conference Center Concept



 Office/Conference Center Concept



Hotel Concepts



Full service, Boutique type, similar to Moxy or AC by Marriott or Tempo by Hilton



Hotel Concepts



1- & 2- bedroom units
Few families with children



Mixed- Use Urban Workplace Concept





Smart Home Features
Nest thermostats
Tiled showers
Granite / Quartz counter tops
Upgraded Appliance package
Electronic entry locks

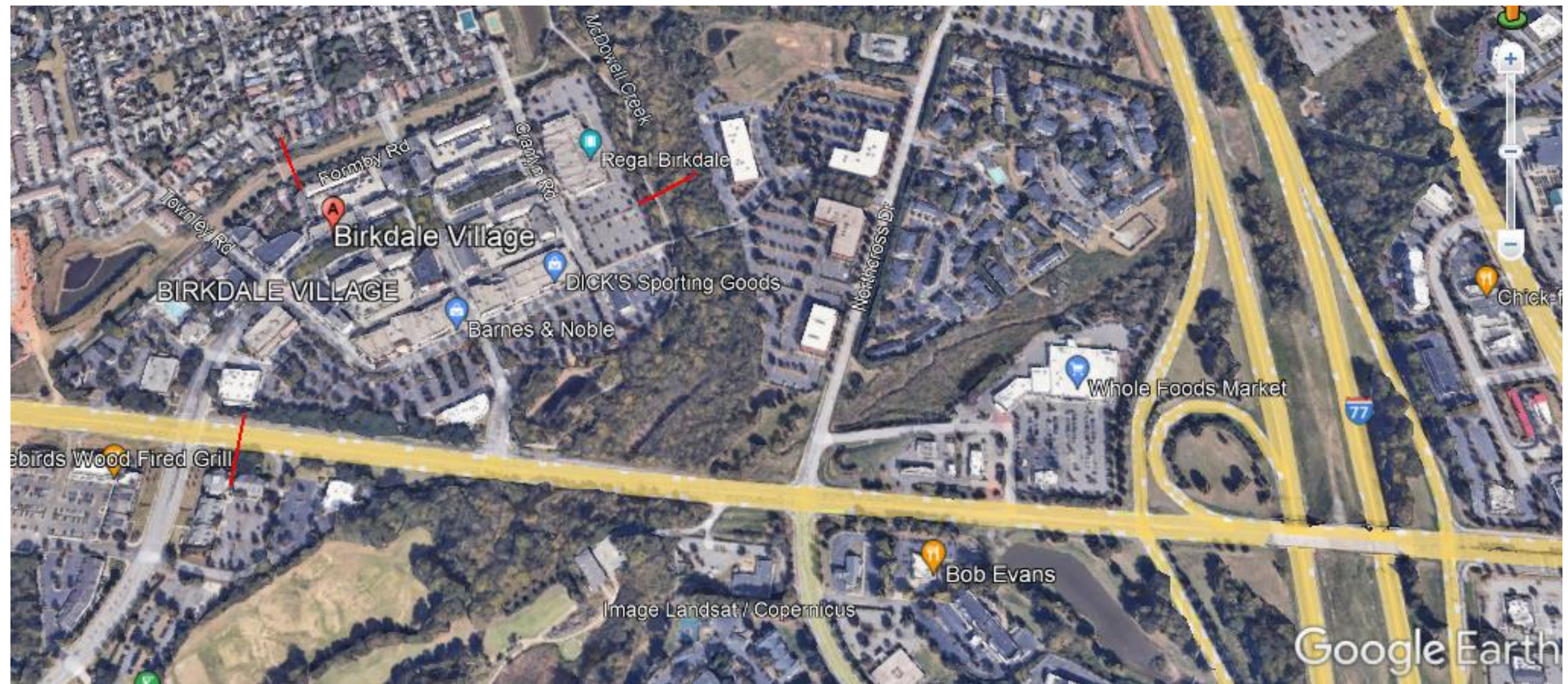


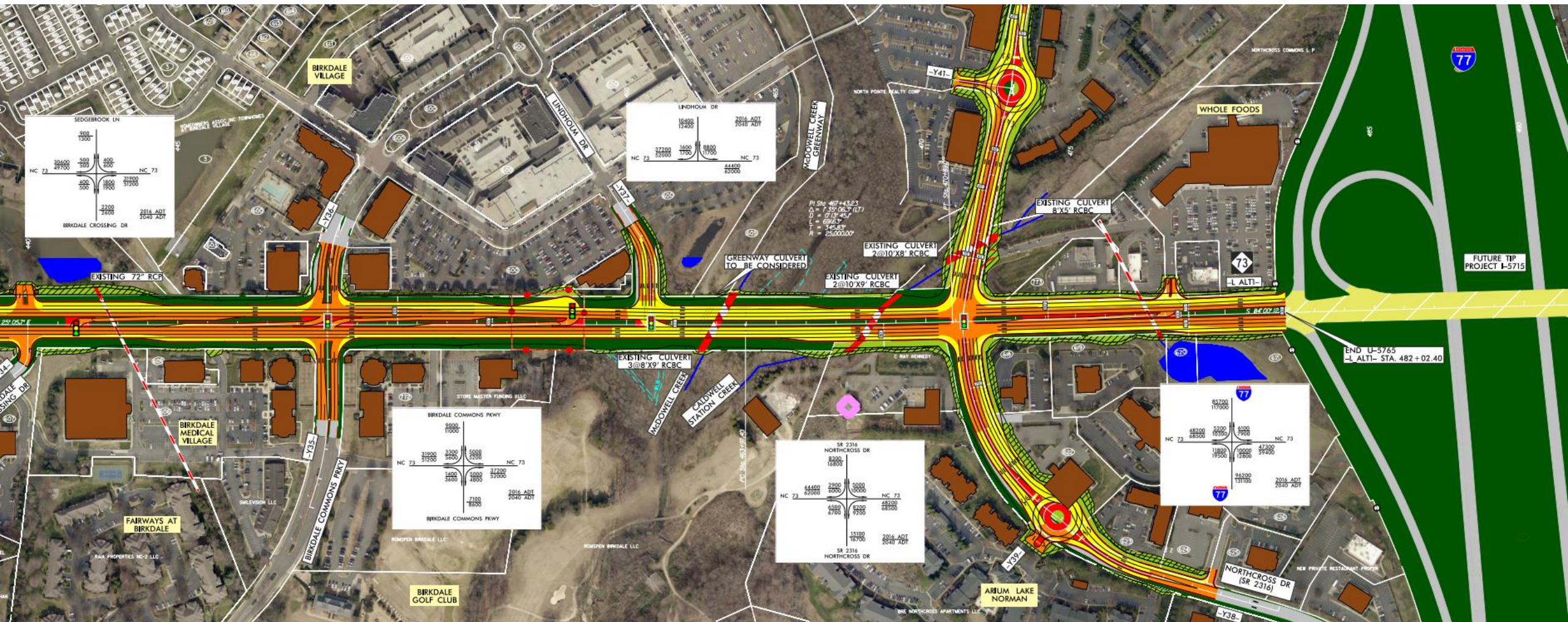


BIRKDALE
VILLAGE

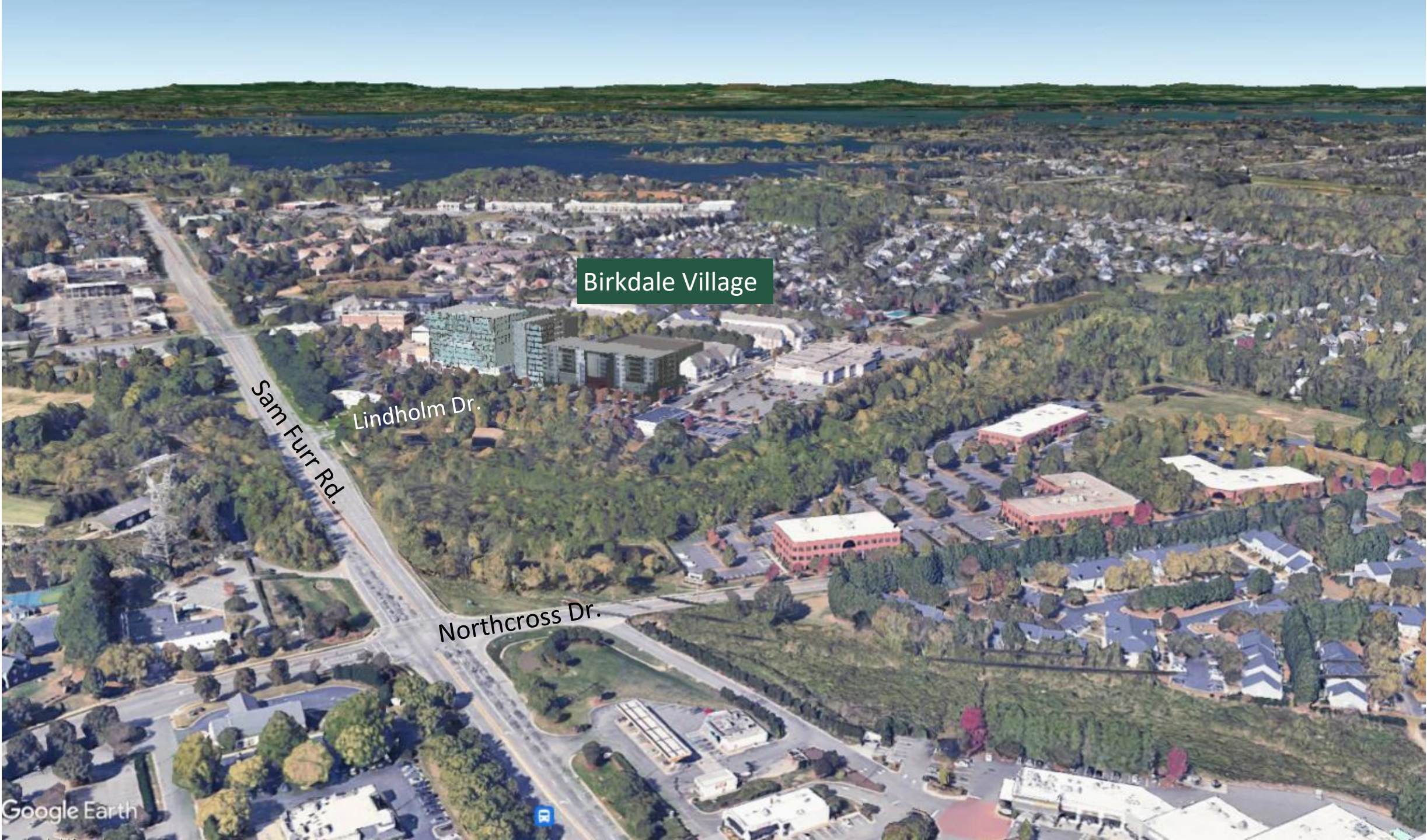
Location











Birkdale Village

Lindholm Dr.

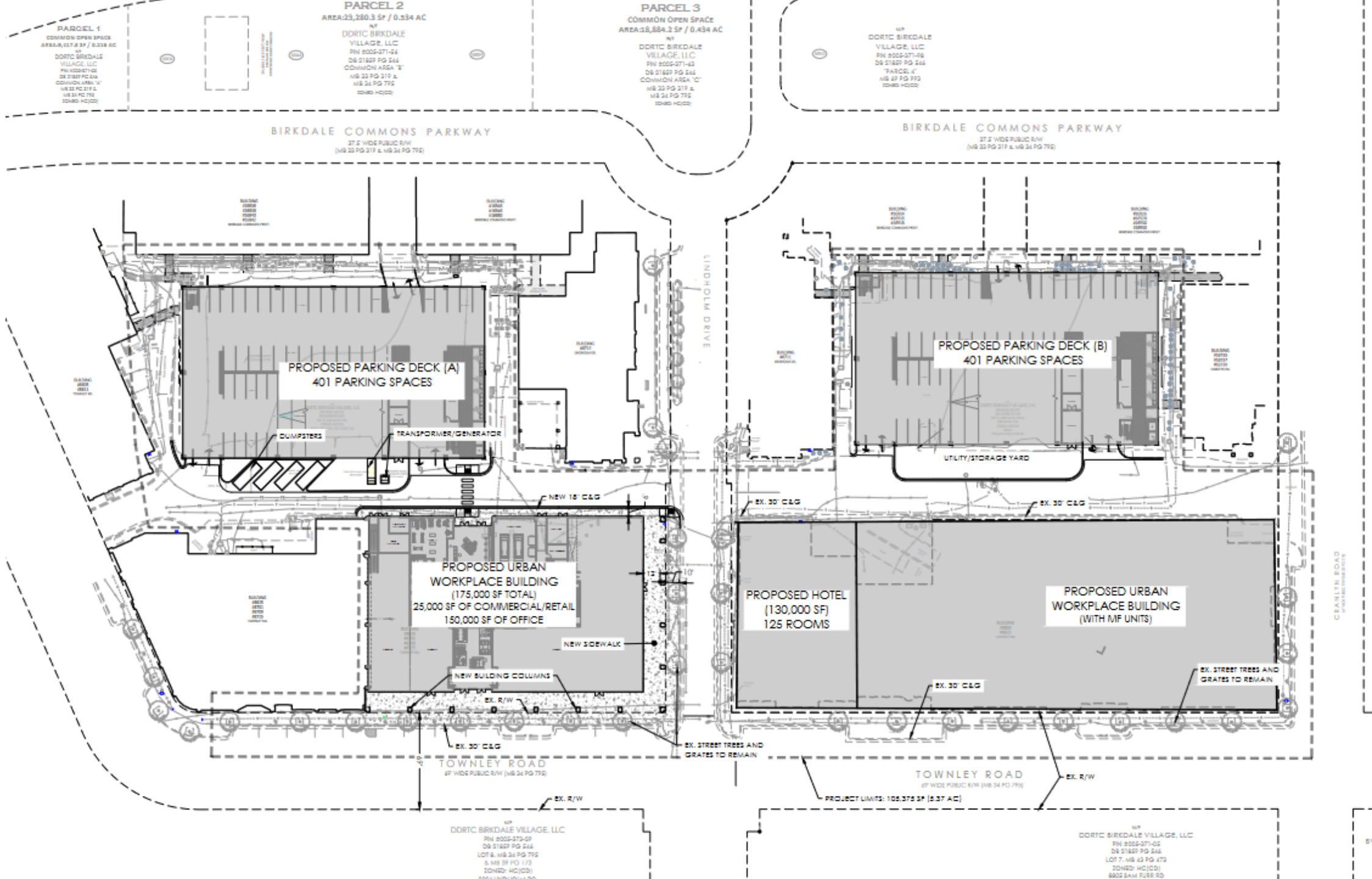
Northcross Dr.

Sam Furr Rd.



Office Building







IMPLAN Economic Study





BIRKDALE
VILLAGE

IMPLAN STUDY: Economic Benefits

- IMPLAN is an economic impact assessment software program based in Huntersville, NC.
- Their local-level input-output models can estimate the economic impact from everything, including:
 - New firms moving to the area
 - Recreation/tourism
 - Commercial/Industrial development
 - Residential development

IMPLAN users in the region include:

- | | |
|---|-----------------------------|
| ▪ Lake Norman Economic Development Commission (EDC) | ▪ City of Miami |
| ▪ City of Greensboro | ▪ City of Sacramento |
| ▪ Pitt County Development Commission (Greenville, NC) | ▪ University of Chapel Hill |
| ▪ Asheville, NC Area Chamber of Commerce | ▪ University of Asheville |
| ▪ Birmingham Airport Authority | ▪ University of Charlotte |
| | ▪ Clemson University |

IMPLAN – Types of Benefits in Huntersville



Direct Benefits - Financial resources spent to build; including materials and labor



Indirect Benefits - Architectural and engineering services, appliance stores, employment services



Induced Benefits - Spending from people employed as a result of the development (restaurants and health care)



An architectural rendering of a city street scene. In the background, there are modern multi-story buildings with large glass windows and balconies. Lush green trees line the sidewalks. In the foreground, a paved street with yellow and white lane markings is shown. Several people are depicted: a person on a bicycle in the center-right, a group of pedestrians on the left, and others further back. A blue car is parked on the left, and a yellow car is on the right. The sky is blue with some white clouds.

	Construction Benefits for Huntersville (28078)
Direct	\$258,000,000.00
Indirect	\$1,633,559.22
Induced	\$726,873.80
Total	<u>\$260,360,433.02</u>

	Employment Benefits for Huntersville (28078)
Direct	\$210,316,781.85
Indirect	\$1,644,167.85
Induced	\$68,232.37
Total	<u>\$212,029,182.07</u>



BIRKDALE
VILLAGE

Thank you.





ESTD 1954

**NORTH AMERICAN
PROPERTIES**

September 7, 2022

SUBJECT: Notice of neighborhood meeting for information related to a Conditional Rezoning of approximately 8.82 acres on the northwest side of the intersection at Lindholm Drive and Townley Road, Huntersville, NC. The parcels are 005-371-57 and 005-371-97. The property owner and Applicant of the subject parcels is the DDRTC Birkdale Village, LLC.

To Whom It May Concern:

Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject properties, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the meeting is to provide an opportunity for the Applicant/Developer to describe the proposed project and to answer any questions you may have. The Applicant/Developer is requesting approval from the Town to amend the existing rezoning plans for Birkdale Village to accommodate revisions to its existing mixed-use development including new upgraded parking decks and two urban workplace buildings and a hotel to replace existing buildings.

MEETING DETAILS:

6:00 P.M. to 7:00 P.M.

Thursday, September 22, 2022

Dellwood Community Center

508 Dellwood Drive

Huntersville, NC 28078

You are welcome to attend the above-mentioned neighborhood meeting. There will be an opportunity to ask questions about the proposed subdivision.

Sincerely,

Mike Lant, Senior VP Development
DDRTC Birkdale Village, LLC

EXHIBIT A
Owners/Adjacent Owners to Parcel Numbers:
00537157 & 00537197

PARCEL 00537157, 00537154, 00537197, 00537161, 00537329, 00537105, 00537402 DDRTC BIRKDALE VILLAGE LLC C/O NORTH AMERICAN PROPERTIES 8712 LINDHOLM DR STE 206 HUNTERSVILLE, NC 28078	PARCEL 00537151 MDC NC2 LP C/O REALTY INCOME CORPORATION 2424 RIDGE RD ROCKWALL, TX 75087
PARCEL 00537194 BV INVESTMENTS LLC 177 OCEAN LANE DR UNIT 408 KEY BISCAYNE, FL 33149	PARCEL 00537114, 00537112, 00537113, 00537156, 00537163, 00537155 DDRTC BIRKDALE VILLAGE LLC C/O DEVELOPERS REALTY CORP 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122
GREENS AT BIRKDALE VILLAGE, PROPERTY OWNERS ASSOC INC 919 NORLAND RD CHARLOTTE, NC 28205	TOWNHOMES AT BIRKDALE VILLAGE HOMEOWNERS ASSOC INC 1819 SARDIS RD NORTH UNIT 330 CHARLOTTE, NC 28270
GREENS AT BIRKDALE VILLAGE, PROPERTY OWNERS ASSOC INC C/O HENDERSON PROPERTIES 919 NORLAND RD CHARLOTTE, NC 28205	THE GREENS AT BIRKDALE VILLAGE PROPERTY OWNERS ASSOC 5970 FAIRVIEW RD STE 710 CHARLOTTE, NC 28210
TOWNHOMES AT BIRKDALE VILLAGE HOMEOWNERS ASSOC INC 3030 LATROBE DR CHARLOTTE, NC 28270	GREENS AT BIRKDALE VILLAGE PROPERTY OWNERS ASSOC INC 4055 FISH POND RD SALISBURY, NC 28146
STRATFORD FOREST COMMUNITY ASSOCIATION INC 8905 SHADOW FOREST CR CORNELIUS, NC 28031	CSP COMMUNITY OWNER LLC C/O CAMDEN SEDGEBROOK PO BOX 27329 HOUSTON, TX 77227
THE LANDINGS APARTMENTS LLC 1400 BATTLEGROUND AVE SUITE 201 GREENSBORO, NC 27408	



Planning Services

4421 Stuart Andrew Blvd.

Charlotte, NC 28217

Phone: 980-343-6246

Email: planning@cms.k12.nc.us

Town of Huntersville: 8725 Townley Rd Birkdale Village Rezoning – R22-01

IMPACT OF THE PROPOSED DEVELOPMENT

Proposed Housing Units: 350 multi- family units

CMS Planning Area: North

Average Student Yield per Unit: 0.1225

This development may add 43 students to the schools in this area.

The following data is as of 20th Day of the 2021-22 school year.

<i>Schools Affected</i>	<i>Total Classroom Teachers</i>	<i>Building Classrooms/ Teacher Stations</i>	<i>20th Day, Enrollment (non-ec)</i>	<i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i>	<i>20th Day, Building Utilization (Without Mobiles)</i>	<i>Additional Students As a result of this development</i>	<i>Utilization As of result of this development (Without Mobiles)</i>
J. V. WASHAM ELEMENTARY	51.80	39	861	648	133%	19	135%
BAILEY MIDDLE	73.65	57	1370	1060	129%	10	129%
WILLIAM AMOS HOUGH HIGH	117.8	100	2470	2097	118%	14	119%

The total estimated capital cost of providing the additional school capacity for this new development is \$1,632,000; calculated as follows:

Elementary School: **19**x \$34,000 = \$646,000

Middle School: **10**x \$37,000 = \$370,000

High School: **14**x \$44,000 = \$616,000

RECOMMENDATION

Adequacy of existing school capacity is a significant problem. We are particularly concerned about a case where school utilization exceeds 100% since the proposed development may exacerbate the situation. Approval of this petition may increase overcrowding and/or reliance upon mobile classrooms at the schools listed above.

Elevations & Perspectives are conceptual which show the general theme of the architecture within the project. Final architecture shall be in keeping with this general theme.







**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Kayleigh Mielenz, Planner I

Date: October 3, 2022

Subject: Public Hearing on Petition #TA22-07

EXPLAIN REQUEST:

Conduct a public hearing on petition #TA22-07, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to comply with Senate Bill 105 regarding the restriction of harmony requirements when multi-family structures are an allowable use and the development contains affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

ACTION RECOMMENDED:

Hold Public Hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA22-07 Staff Report 10.03.22
2. TA22-07 Application
3. Ordinance for Adoption_Update09.14.22
4. NCGS 160D-703
5. Senate Bill 105
6. HOAB August 2022 Minutes
7. HOAB September 2022 Minutes

TA22-07 – Affordable Housing & Harmony Text Amendment

PART 1: DESCRIPTION

TA22-07 is a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to comply with Senate Bill 105 regarding the restriction of harmony requirements if the development contains affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

PART 2: BACKGROUND

Since 1996, the Town Zoning Ordinance has allowed multi-family as a by-right use in most zoning districts. The ordinance also has compatibility requirements for new development, including multi-family. These requirements include massing and architectural standards. Massing standards deal with spacing, volume, scale, and street frontage. Architectural standards deal with external materials used. An example of a compatibility requirement in our ordinance is in the general requirements under certain zoning districts and states- “New buildings which exceed the scale and volume of existing buildings may demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume.” Compatibility standards are also commonly referred to as harmony requirements.

Senate Bill 105 amended NC General Statutes Chapter 160D-703 (zoning districts) in November 2021. The amendment states-

“G.S. 160D-703 is amended by adding a new subsection to read: (b1) Limitations. For parcels where multifamily structures are an allowable use, a local government may not impose a harmony requirement for permit approval if the development contains affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.”

To comply with Senate Bill 105, the below Zoning Ordinance Articles must be amended as they contain harmony requirements that apply to multi-family.

- 3.2.4 Neighborhood Residential District
- 3.2.5 Neighborhood Center District
- 3.2.6 Town Center District
- 3.2.7 Highway Commercial District
- 3.2.8 Campus Institutional District
- 3.2.9 Corporate Business District
- 3.2.11 Traditional Neighborhood Development District
- 3.2.13 Transit-Oriented Development- Residential District
- 3.2.14 Transit-Oriented Development- Employment District
- Article 4 Urban Workplace
- Article 4 Shopfront Building
- Article 4 Apartment Building

The Town attorneys drafted the proposed language in conjunction with Staff for the text amendment to the Town Zoning Ordinance. In the proposed language, Staff defined area median income as being that of Mecklenburg County, NC as that is the census tract that Huntersville is within. If approved, to properly

administer the proposed language, Staff needed clarification on the meaning or intent of certain terms used in 160D-703 (b1). The attorneys consulted with professors at the UNC School of Government about the meaning of the following terms- harmony, units, and the development. Harmony was interpreted to be the plain language of meaning, in agreement or accord. Units was interpreted to mean more than one, which is why the proposed language specifies two or more units. The development was interpreted to mean the entire development.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

- TA22-07 is consistent with Land Use policy LU 10.1 of the 2040 Community Plan.

LU-10	Policy LU-10: Encourage a diversity of housing options.
LU 10.1: Align housing options with resident needs and promote attainable housing options.	
• Accommodate a mix of housing by type, tenure, and location to serve a growing and increasingly diverse population. Housing offerings should align with workforce opportunities, including management, professional positions, and service positions.	

- TA22-07 is consistent with all other policies of the Huntersville 2040 Community Plan as the amendment is necessary to comply with State Legislature.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD

The Huntersville Ordinances Advisory Board had discussion on the text amendment at the August 1, 2022 meeting. The Huntersville Ordinances Advisory Board (HOAB) recommended approval (7-1) of the proposed text amendment on September 1, 2022.

PART 6: PUBLIC HEARING

October 3, 2022.

PART 7: PLANNING BOARD RECOMMENDATION

October 25, 2022.

PART 8: TOWN BOARD RECOMMENDATION

November 21, 2022.

PART 9: ATTACHMENTS

1. Text Amendment Application
2. Ordinance for Adoption
3. Chapter 160D-703 of the NCGS
4. Senate Bill 105
5. August 1st and September 1st HOAB Minutes

PART 10: STATEMENT OF CONSISTENCY – TA22-07		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA22-07, Planning Staff recommends approval based on consistency with all policies of the Huntersville 2040 Community Plan as the amendment is necessary to comply with State Legislature. It is reasonable and in the public interest to amend the Zoning Ordinance because it is necessary to coordinate the Huntersville Zoning Ordinance to comply with State Legislature.	APPROVAL: In considering the proposed amendment TA22-07, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)	APPROVAL: In considering the proposed amendment TA22-07, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)
DENIAL: N/A	DENIAL: In considering the proposed amendment TA22-07, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... (Explain)	DENIAL: In considering the proposed amendment TA22-07, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... (Explain)



Text Amendment Application

Date of Application 07/01/22

Fee

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

Type of Change

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

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

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Zoning Article(s): 334 Section(s): _____

see attached

Current Ordinance

See attached

Proposed Text

Reason for Proposed
Change

To comply with Senate Bill 105 to limit harmony
requirements for affordable housing.

Attach additional pages if needed.

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

Applicant

Printed Name Town of Huntersville Planning Dept

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

Signature Kayleigh Mielenz Date 07/01/22

Title Planner I Email Kmielenz@huntersville.org

Address of Applicant 105 Gilead Rd, 3rd Floor, Huntersville, NC 28078

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

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

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

Date Received By Planning Department: 07/01/22

Staff Initials: KIM

AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE ZONING ORDINANCE
ARTICLE 3.2 GENERAL DISTRICTS, ARTICLE 4 LOT & BUILDING TYPES, AND
ARTICLE 12.2.1 GENERAL DEFINITIONS TO LIMIT HARMONY REQUIREMENTS FOR
AFFORDABLE HOUSING

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 3.2.4(d)(1), Neighborhood Residential District General Requirements, is hereby amended as follows:

d) General Requirements

1) Along existing streets, new buildings shall respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

a) New buildings which adhere to the scale, massing, volume, spacing, and setback of existing buildings along fronting streets exhibit demonstrable compatibility.

b) New buildings which exceed the scale and volume of existing buildings may demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in Article 12 illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.

c) **Subsection 3.2.4(d)(1)(a)-(b) shall not apply to development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.**

d) A single-family detached house established on a lot of one acre or more that is created according to the provisions of Article 8.1, paragraph 1, need not adhere to the spacing, massing, scale, and street frontage relationships of existing buildings along an existing street or road, but shall, at a minimum, observe a front setback of 40 feet and a lot width of 90 feet. This paragraph shall take precedence over the requirement of Article 4: Lot Types/Detached House for placement of a building on its lot.

e) Nothing in this subsection shall be interpreted to conflict with the building design element provision as found in N.C.G.S. 160D-702(b) for structures subject to the North Carolina Residential Code for One- and Two-Family Dwellings.

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 3.2.5(d)(1), Neighborhood Center District General Requirements, is hereby amended as follows:

d) General Requirements

1) Along existing streets, new buildings shall respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

a) New buildings which adhere to the scale, volume, spacing, and setback of existing buildings along fronting streets exhibit demonstrable compatibility.

Commented [KM1]: How does State define Harmony?

Commented [ES2R1]: "Harmony" is not defined in Chapter 160D. When the statutes do not provide a definition, the courts apply the plain language meaning for statutory interpretation.

As defined by the non-musical definitions of harmony in Merriam-Webster that would be:

- "pleasing arrangement of parts: congruence"
- "agreement, accord"
- "an interweaving of different accounts into a single narrative"

Essentially, requirements that the development blend into the other surrounding development.

Commented [KM3]: Does this mean, if one apartment building in a development contains affordable housing units, that all other buildings in the development, even if not multi-family with affordable units, do not have to adhere to harmony requirements?

Commented [ES4R3]: Given the use of the "development" in 160D-703(b1) it would appear that it means if the entire proposed development contains two or more units the exception applies. However, I can reach back out to UNC SOG on this question as an argument could also be made that it means for the development on the specific "parcels" containing the two or more affordable housing units.

Commented [KM5]: Does the Town need to ensure the units are dedicated as affordable forever, if so, how do we that?

Commented [ES6R5]: If the proposed development falls within the scope of 160D-703(b1), then the approved sketch plan, preliminary plan, final plat should clearly denote two or more units of affordable housing for families or individuals with incomes below 80% of the AMI.

If the development is constructed in violation of the plan, we would then enforce through our normal code enforcement mechanisms.

There is no "dedication" aspect to the enforcement.

b) New buildings which exceed the scale and volume of existing buildings may demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in Article 12 illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.

c) Subsection 3.2.5(d)(1)(a)-(b) shall not apply to development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

d) Nothing in this subsection shall be interpreted to conflict with the building design element provision as found in N.C.G.S. 160D-702(b) for structures subject to the North Carolina Residential Code for One- and Two-Family Dwellings.

Section 3. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 3.2.6(d)(1), Town Center District General Requirements, is hereby amended as follows:

d) General Requirements

1) Along existing streets, new buildings shall respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

a) New buildings which adhere to the scale, massing, volume, spacing, and setback of existing buildings along fronting streets exhibit demonstrable compatibility.

b) New buildings which exceed the scale and volume of existing buildings may demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in Article 12 illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.

c) Subsection 3.2.6(d)(1)(a)-(b) shall not apply to development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

d) Nothing in this subsection shall be interpreted to conflict with the building design element provisions as found in N.C.G.S. 160D-702(b) for structures subject to the North Carolina Residential Code for One- and Two-Family Dwellings.

Section 4. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 3.2.7(d)(1), Highway Commercial District General Requirements, is hereby amended as follows:

d) General Requirements

1) Along existing streets, new buildings shall respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

a) New buildings which adhere to the scale, massing, volume, spacing, and setback of existing buildings along fronting streets exhibit demonstrable compatibility.

b) New buildings which exceed the scale and volume of e-xisting buildings may demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in Article 12 illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.

c) Subsection 3.2.7(d)(1)(a)-(b) shall not apply to development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

d) Nothing in this subsection shall be interpreted to conflict with the building design element provisions as found in N.C.G.S. 160D-702(b) for structures subject to the North Carolina Residential Code for One- and Two-Family Dwellings.

Section 5. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 3.2.8(d)(1), Campus Intuitional District General Requirements, is hereby amended as follows:

d) General Requirements

1) Along existing streets, new buildings shall respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

a) New buildings which adhere to the scale, massing, volume, spacing, and setback of existing buildings along fronting streets exhibit demonstrable compatibility.

b) New buildings which exceed the scale and volume of existing buildings may demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in [Article 12](#) illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.

c) Subsection 3.2.8(d)(1)(a) & (b) shall not apply to development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

d) Where necessary scale of building prevents design compatibility, buffer standards of Section 7.5 shall apply.

Section 6. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 3.2.9(d)(1), Corporate Business District General Requirements, is hereby amended as follows:

d) General Requirements

1) Along existing streets, new buildings shall respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

a) New buildings which adhere to the scale, massing, volume, spacing, and setback of existing buildings along fronting streets exhibit demonstrable compatibility.

b) New buildings which exceed the scale and volume of existing buildings may demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in Article 12 illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.

c) Subsection 3.2.9(d)(1)(a)-(b) shall not apply to development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

d) Buffer standards included in Article 7, Part A shall apply.

Section 7. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 3.2.11(d)(1), Traditional Neighborhood Development District General Requirements, is hereby amended as follows:

d) General Requirements

1) Along existing streets, new buildings shall respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

a) New buildings which adhere to the scale, massing, volume, spacing, and setback of existing buildings along fronting streets exhibit demonstrable compatibility.

b) New buildings which exceed the scale and volume of existing buildings may demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in Article 12 illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.

c) Subsection 3.2.11(d)(1)(a)-(b) shall not apply to development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

d) Nothing in this subsection shall be interpreted to conflict with the building design element provisions as found in N.C.G.S. 160D-702(b) for structures subject to the North Carolina Residential Code for One- and Two-Family Dwellings.

Section 8. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 3.2.13(d)(2), Transit-Oriented Development- Residential District General Requirements, is hereby amended as follows:

d) General Requirements

2) Along existing streets, new buildings shall create a transition in spacing, mass, scale, and street frontage relationship from existing buildings to buildings in the Transit Oriented Residential district.

a) New buildings are expected to exceed the scale and volume of existing buildings, but shall demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in Article 12 illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.

b) Subsection 3.2.13(d)(2)(a) shall not apply to development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

c) Nothing in this subsection shall be interpreted to conflict with the building design element provisions as found in N.C.G.S. 160D-702(b) for structures subject to the North Carolina

Section 9. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 3.2.14(d)(1), Transit-Oriented Development- Employment General Requirements, is hereby amended as follows:

d) General Requirements

1) Along existing streets, new buildings shall create a transition in spacing, mass, scale, and street frontage relationship from existing buildings to buildings in the Transit Oriented Employment district.

New buildings are expected to exceed the scale and volume of existing buildings, but shall demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in Article 12 illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.

Subsection 3.2.14(d)(1) shall not apply to development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

Section 10. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Architectural Standard Principles of Article 4, Urban Workplace, is hereby amended as follows:

Architectural Standards Principles

A. To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are compatible to the historic architectural vocabulary of the area in their massing and external treatment.

B. Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not comprise a street fronting building face. Decorative metal panels such as Aluminum Composite Material (ACM) panels may be used as an accent or trim material and as cladding for building accent elements such as canopies and their supporting structure. Decorative metal panel accents however, may not exceed 30% of any façade visible from the street.

C. The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.

D. Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.

E. Urban Workplace Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

F. Trailers (mobile units) may not be used as permanent workplace buildings.

Section 11. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Architectural Standard Principles of Article 4, Shopfront Building, is hereby amended as follows:

Architectural Standards Principles

A. To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials.

B. Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Decorative metal panels such as Aluminum Composite Material (ACM) panels may be used as an accent or trim material and as cladding for building accent elements such as column wraps, entablature, canopies, and their supporting structure. Decorative metal panel accents, however, may not exceed 30% of any façade visible from the street.

C. The front elevations facing the street, and the overall massing shall communicate emphasis on the human scale and the pedestrian environment.

D. Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.

E. Shopfront Building Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

F. Trailers (mobile units) may not be used as permanent shopfront buildings.

Section 12. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Architectural Standard Principles of Article 4, Apartment Building, is hereby amended as follows:

Architectural Standards Principles

A. To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials.

B. The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.

C. Each building should be designed to form part of a larger composition of the area in which it is

situated. Adjacent buildings should thus be of similar scale, height, and configuration.

D. Building silhouettes should be generally consistent. The scale and pitch of roof lines should thus be similar across groups of buildings.

E. Apartment Building Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

E. Porches should form a predominant motif of house designs, and be located on the front or to the side of the dwelling. When attached to the front, they should extend over at least 15% of the front facade. All porches should be constructed of materials in keeping with those of the main building.

G. Front loaded garages, if provided, shall meet the standards of Section 8.16.

H. At a minimum, the Americans with Disabilities Act standards for accessibility shall be met.

Section 13. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 12.2.1, General Definitions, is hereby amended as follows:

Mechanical and utility equipment. Equipment including, but not limited to, heating and cooling units, ventilation, utility meters, junction boxes, transformers, and generators.

Area Median Income. The Area Median Income (AMI) and/or Median Area Income shall mean the AMI for Mecklenburg County, NC.

Mid-block private alleyway with courtyard. An area enclosed on at least two sides by the vertical rise of building walls with a private vehicular or pedestrian passageway for access to the public street. This form may be used for vehicular parking that meets, but does not exceed, the needs of residential and/or non-residential uses that front upon it. The alleyway may be either linear or circuitous in nature. The alleyway with courtyard shall be of a unified design, constructed of hard-surfaced paving materials and optional landscaping to create an urban setting supportive of pedestrian use as well as optional vehicular parking. Hard-surfaced paving materials include paving blocks, stone, brick, and either concrete or asphalt that has been scored, colored, or otherwise configured to resemble pavers, stone, or brick.

Section 14. This ordinance shall become effective upon the date of adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: August 4, 2022, September 1, 2022

PUBLIC HEARING DATE: October 3, 2022

PLANNING BOARD MEETING: October 25, 2022

TOWN BOARD DECISION: November 21, 2022

§ 160D-703. Zoning districts.

(a) Types of Zoning Districts. – A local government may divide its territorial jurisdiction into zoning districts of any number, shape, and area deemed best suited to carry out the purposes of this Article. Within those districts, it may regulate and restrict the erection, construction, reconstruction, alteration, repair, or use of buildings, structures, or land. Zoning districts may include, but are not be limited to, the following:

- (1) Conventional districts, in which a variety of uses are allowed as permitted uses or uses by right and that may also include uses permitted only with a special use permit.
- (2) Conditional districts, in which site plans or individualized development conditions are imposed.
- (3) Form-based districts, or development form controls, that address the physical form, mass, and density of structures, public spaces, and streetscapes.
- (4) Overlay districts, in which different requirements are imposed on certain properties within one or more underlying conventional, conditional, or form-based districts.
- (5) Districts allowed by charter.

(b) Conditional Districts. – Property may be placed in a conditional district only in response to a petition by all owners of the property to be included. Specific conditions may be proposed by the petitioner or the local government or its agencies, but only those conditions approved by the local government and consented to by the petitioner in writing may be incorporated into the zoning regulations. Unless consented to by the petitioner in writing, in the exercise of the authority granted by this section, a local government may not require, enforce, or incorporate into the zoning regulations any condition or requirement not authorized by otherwise applicable law, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land. Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to local government ordinances, plans adopted pursuant to G.S. 160D-501, or the impacts reasonably expected to be generated by the development or use of the site. The zoning regulation may provide that defined minor modifications in conditional district standards that do not involve a change in uses permitted or the density of overall development permitted may be reviewed and approved administratively. Any other modification of the conditions and standards in a conditional district shall follow the same process for approval as are applicable to zoning map amendments. If multiple parcels of land are subject to a conditional zoning, the owners of individual parcels may apply for modification of the conditions so long as the modification would not result in other properties failing to meet the terms of the conditions. Any modifications approved apply only to those properties whose owners petition for the modification.

(b1) Limitations. – For parcels where multifamily structures are an allowable use, a local government may not impose a harmony requirement for permit approval if the development contains affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

(c) Uniformity Within Districts. – Except as authorized by the foregoing, all regulations shall be uniform for each class or kind of building throughout each district but the regulations in one district may differ from those in other districts.

(d) Standards Applicable Regardless of District. – A zoning regulation or unified development ordinance may also include development standards that apply uniformly jurisdiction-wide rather than being applicable only in particular zoning districts. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, ss. 16, 50(b), 51(a), (b), (d); 2021-180, s. 5.16(a).)

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021**

**SESSION LAW 2021-180
SENATE BILL 105**

AN ACT TO MAKE BASE BUDGET APPROPRIATIONS FOR CURRENT OPERATIONS
OF STATE AGENCIES, DEPARTMENTS, AND INSTITUTIONS AND FOR OTHER
PURPOSES.

The General Assembly of North Carolina enacts:

PART I. TITLE AND INTRODUCTION

TITLE OF ACT

SECTION 1.1. This act shall be known as the "Current Operations Appropriations Act of 2021."

INTRODUCTION

SECTION 1.2. The appropriations made in this act are for maximum amounts necessary to provide the services and accomplish the purposes described in the budget in accordance with the State Budget Act. Savings shall be effected where the total amounts appropriated are not required to perform these services and accomplish these purposes, and the savings shall revert to the appropriate fund at the end of each fiscal year, except as otherwise provided by law.

PART II. CURRENT OPERATIONS AND EXPANSION/GENERAL FUND

GENERAL FUND APPROPRIATIONS

SECTION 2.1.(a) Appropriations from the General Fund for the budgets of the State departments, institutions, and agencies, and for other purposes as enumerated, are made for each year of the 2021-2023 fiscal biennium, according to the following schedule:

Current Operations - General Fund	FY 2021-2022	FY 2022-2023
EDUCATION		
Community College System		
Requirements	1,819,143,571	1,685,373,047
Less: Receipts	502,936,159	345,149,910
Net Appropriation	1,316,207,412	1,340,223,137
Public Instruction		
Requirements	13,493,426,049	13,146,477,032
Less: Receipts	2,890,675,279	2,219,558,462
Net Appropriation	10,602,750,770	10,926,918,570

University of North Carolina
UNC at Asheville



SECTION 5.13.(b) The Committee shall consist of nine members of the Senate appointed by the President Pro Tempore of the Senate and nine members of the House of Representatives appointed by the Speaker of the House of Representatives. The President Pro Tempore of the Senate and the Speaker of the House of Representatives shall each appoint a cochair of the Committee from among its membership.

SECTION 5.13.(c) The purpose of the Committee is to consider various ways in which access to health care and health insurance can be improved for North Carolinians, including those individuals described in section 1902(a)(10)(A)(i)(VIII) of the Social Security Act.

SECTION 5.13.(d) The Committee shall meet upon the call of its cochairs. A quorum of the Committee is a majority of its members. No action may be taken except by a majority vote at a meeting at which a quorum is present. The Committee, while in the discharge of its official duties, may exercise all powers provided for under G.S. 120-19 and G.S. 120-19.1 through G.S. 120-19.4. Members of the Committee shall receive per diem, subsistence, and travel allowance as provided in G.S. 120-3.1. Any expenses of the Committee shall be considered expenses incurred for the joint operation of the General Assembly.

SECTION 5.13.(e) The Legislative Services Officer shall assign professional and clerical staff to assist the Committee in its work. The Director of Legislative Assistants of the House of Representatives and the Director of Legislative Assistants of the Senate shall assign clerical support to the Committee.

SECTION 5.13.(f) The Committee may submit proposed legislation to the members of the Senate and the House of Representatives before the sine die adjournment of the 2021 General Assembly by filing a copy of the proposed legislation with the Office of the President Pro Tempore of the Senate and the Office of the Speaker of the House of Representatives. The Committee shall terminate upon the sine die adjournment of the 2021 General Assembly.

SECTION 5.13.(g) This section is effective when it becomes law.

LIMIT HARMONY REQUIREMENTS/AFFORDABLE HOUSING

SECTION 5.16.(a) G.S. 160D-703 is amended by adding a new subsection to read:

"(b1) Limitations. – For parcels where multifamily structures are an allowable use, a local government may not impose a harmony requirement for permit approval if the development contains affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income."

SECTION 5.16.(b) This section is effective when it becomes law and applies to permit applications submitted on or after that date.

PART VI. COMMUNITY COLLEGE SYSTEM

CC ECONOMIC IMPACTS/STUDY/GRANT FOR TARGETED PROGRAMS

SECTION 6.1.(a) Economic Impact Study. – Of the funds appropriated by this act for the 2021-2022 fiscal year to the Community Colleges System Office to be allocated to the Center for Applied Research (CFAR) at Central Piedmont Community College, CFAR shall partner with the System Office, the North Carolina Association of Community College Presidents, and the Belk Center for Community College Leadership and Research at North Carolina State University (Belk Center) to provide for studies of the overall regional economic impacts of community colleges in the State. Upon the matching funds being made available in accordance with subsection (c) of this section, CFAR shall use the sum of seven hundred fifty thousand dollars (\$750,000) in nonrecurring funds for the 2021-2022 fiscal year to contract with Economic Modeling Specialists International (EMSI), an affiliate of the Strata Education Network, to conduct the studies required by this section.

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Wednesday, August 4, 2022, at Town Hall 101 Huntersville-Concord Road.

Call to Order/Roll Call

Chairman Jones called the meeting to order at 3:30 pm.

Voting Members Present: M. Jones, T. Taylor, F. Gammon, A. Hallman, K. Jones, J. Kluttz, B. Skelly, H. Whittaker, and T. Finlay (3:33 p.m.)

Voting Members Absent: None

Non-Voting Members Present: Commissioner Munger, J. Simoneau, T. Barron,

Non-Voting Members Absent: E. Sloop and J. Glass

Approval of Minutes

Item 2A. Consider approval of the June 2, 2022, Regular Meeting Minutes

Motion: A. Hallman made a Motion to Approve the June 2, 2022, minutes. K. Jones seconded the motion.

Vote: The motion passed unanimously (9-0).

Public Comments

No comments.

Action Agenda

Item 3A: 1. Consider a recommendation on TA 22-06, a request by the Irvin Law Group to increase the building height limits for Hotels and Commercial Uses within pedestrian-oriented developments.

N. Farber, Planner II stated that this text amendment request is in connection with rezoning R22-01 for Birkdale Village. He presented the proposed site plan offices, hotel and parking features. The goal is to allow a maximum allowed building height for commercial and hotel use within Highway Commercial Pedestrian Oriented Development to not exceed 145 feet with a Special Use Permit. Additionally, the parking lot height would correlate to the building height.

Staff does not have a recommendation on this since the architectural features of the parking deck have not yet been fully submitted though the applicant is working with Staff on this.

H. Whittaker asked what the current permitted building height is and what the tallest building is in Town. Staff responded 48 feet is the current maximum permitted building height in this zoning and that the transit-oriented zoning at Bryton allows for buildings to be a maximum of 180 feet, they simply have not built anything that tall to date.

T. Taylor asked if the fire department has been consulted and if they have the equipment to service taller structures. Staff responded that they did speak with the fire chief and the equipment we have will be able to service any building height. The ladder trucks we have are the tallest that you can get, they service up to 6 stories and building code would require the stories above that to be serviced by stand pipes.

S. Irvin, 19726 Zion Avenue Cornelius NC presented for the applicant the redesign that is currently underway at Birkdale. The applicants recently completed project at Alpharetta, GA was presented as examples of the design concepts being proposed. The proposed commercial office space building would be a total of eight stories, the first two floors would each be 20 feet tall. The hotel would be a total of 12 floors with the first floor 20 feet tall.

The parking deck wording has been updated to include the wording that it shall not exceed the lesser of the height of the hotel or motel; and 70 feet. The intent being that the parking deck would never be taller than the hotel or motel or greater than 70 feet in height. The parking deck exterior architectural façade would blend with existing structures.

F. Gammon asked if this text amendment would apply to anyone other than Birkdale Village. Staff responded that currently Birkdale Village is the only area zoned Highway Commercial - Pedestrian Oriented development. Any other parcels zoned Highway Commercial could do a pedestrian oriented development and this amendment could apply to them as well by way of Special Use Permit.

K. Jones asked if this rezoning would be possible for Downtown Huntersville. Staff responded that it is possible but at this time would not be recommended by staff as Town Center is the recommended zoning for Downtown and it is not likely that the Downtown Plan would recommend this type of development for Downtown.

H. Whittaker expressed concern about the proposed height allowance possibly being requested for other zoning and asked staff if this could be restricted to Birkdale. Staff responded that with it limited to Highway Commercial pedestrian-oriented development, the requirements to achieve that zoning, and a special use permit requirement it would essentially mean you would have to build another Birkdale to be able to take advantage of this. M. Jones commented that an overlay district on Birkdale with special restrictions could be another approach.

A. Hallman asked for confirmation on what is currently allowed for hotels with a special use permit that can exceed the current maximum building height. Staff responded that under those conditions it is still limited to a maximum of six stories.

H. Whittaker asked for clarification on the height requests. Staff confirmed there are two requests, one for the overall building height not to exceed 145 feet and the parking deck not to exceed 70 feet.

A. Hallman asked what the separation distance would be for if the greater building height is permitted. Staff directed them to the proposed text amendment language items a-c which indicates the separation between commercial and residential must not be less than three times the building height.

T. Finlay asked if the proposed parking deck will be taller than the adjacent existing buildings. Staff confirmed that is correct and that is where they are working with the applicant to address the aesthetics of the proposed structure.

A. Hallman inquired about the requirements for highway commercial zoning to be developed as pedestrian oriented to establish how likely and where more development could apply for a special use permit and greater building height. Staff reviewed the requirements in Article 3.2.7 (d)(4)(b).

K. Jones referenced a statement in the text amendment application and asked Staff to identify the location along Highway 77 and Highway 115 corridor that could be affected by this amendment. The applicant clarified that the statement is a quote from the 2040 Comprehensive Plan and is relative to overall use and development along those corridors and not a specific parcel or location. Staff responded that any land zoned Highway Commercial would have to meet all of the qualifications of pedestrian-oriented development and then they would have to go through the Special Use Permit process in order and be approved by the Town Board in order to utilize this amendment.

H. Whittaker applauded the developer and expressed his appreciation for all of the work going into Birkdale Village. He then stated he continues to have reservation about the height of the building and the potential to open the door for more development to seek the greater building height. He requested a full set of site plans be available before the next meeting. The applicant responded that the proposed hotel is a luxury urban hotel that does not currently exist in Huntersville and would be a 4 or 5 star boutique style hotel.

Commissioner Munger asked Staff to clarify that currently Bryton already has permission to build a 182 foot building. Staff confirmed that is correct. He then asked the applicant the proposed value of the project. The applicant confirmed that it would be in the neighborhood of \$100 million dollars. Commissioner Munger commented that this would be a significant project for the Town.

Chairman Jones commented on the significant construction, taxes, occupancy tax and money spent in our community from those visiting and staying at these hotels. There is an enormous benefit to development being refreshed and improved so that it does not become obsolete.

Commissioner Munger commented that the potential for convention space in this space is an additional consideration. Currently convention space only exists in Charlotte and Concord and this could provide an excellent opportunity for tourism.

F. Gammon commented he does not have a problem with the proposed height, and he is sure Birkdale has to keep reimagining itself to keep drawing consumers and he looks forward to this coming back with the text amendment wording worked out.

Item 3B: 2. Consider a recommendation for TA22-09, a request by Ultimate Athlete, LLC to change the definition of Indoor Recreation Use to allow for accessory outdoor use.

At the start of the meeting, Chairman Jones informed the Board that the applicant has requested that this item be continued to the September 2022 meeting.

Motion: M. Jones made a Substitute Motion to Continue the item to the September 1, 2022 regular meeting. A. Hallman seconded the motion.

Vote: The motion passed unanimously (8-0) prior to the arrival of T. Finlay.

Item 3C: Consider a recommendation for TA22-07, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to comply with Senate Bill 105 regarding the restriction of harmony requirements if the development contains affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

Kayleigh Mielenz, Planner I reviewed the current harmony standards the Town Zoning Ordinance has which includes massing and architectural standards. Examples were presented of how the harmony standards are utilized to affect development placement. Staff reviewed the proposed language to be in compliance with Senate Bill 105.

Chairman Jones asked how the courts define harmony. Staff responded that the compatibility language is harmony as they understand the state statute. Because that is akin to the statute, we would need to modify what we are doing if there are two or more of the units are affordable per that statute. Chairman Jones stated that in the absence of a legal definition there should be recent case law for consideration to know how this is interpreted to understand how to amend the zoning ordinance accurately and legally. Staff confirmed they would follow up with the legal department regarding their interpretation of the case law.

F. Gammon stated that this is state statute, and we are legally bound to it so its simply a matter of making sure we are interpreting it correctly. He then asked staff to identify how they foresee this would impact development. Staff stated that in multi-family developments the massing and architectural requirements could not be required if two or more affordable housing units are offered. He then pointed out some areas of proposed text amendment that seem to read incorrectly and recommended staff review this prior to bringing it back to the Board. Staff confirmed they would review the wording.

Item 3D: Consider a recommendation for TA22-10, a request by the Huntersville Planning Department to amend Article 8.2 of the Zoning Ordinance and Section 6.800 of the Subdivision Ordinance to exclude single-family detached homes from multi-building sites on one lot, with an exception for age restricted developments.

Jack Simoneau, Planning Director reviewed the current Zoning Ordinance Article 8.2 which typically applies to shopping centers with multiple leased tenants. Just recently the Hamlet development was approved which is for rent only community. They did a multi-building site, and the homes are not on individual lots. The Town Board asked if the developer went belly up if there was a way to sell off the individual homes and the answer is no because there are no individual lots. Staff has concerns about that. While we do not want to regulate rental of homes, we can regulate density and lot widths.

Staff presented samples of recently developed communities and how they have self-transitioned to individual lots because they have found it to be beneficial.

J. Kluttz asked about how this could affect house size or lot size. Staff reviewed how this would not control that.

A. Hallman asked what the cost would be to the developer to make lot lines. Staff responded that there will be a cost but we do not know that would be.

H. Whittaker asked staff to confirm if there are lot lines would each lot be required to have parking. Staff confirmed that the number of parking spaces for the development would be the same and instead of the parking lots the parking would need to be at the lots themselves.

F. Gammon asked who would construct and maintain the roads in the development. Staff responded the process is the same regardless of this proposed amendment. The developer constructs them, the Town inspects them and if they comply with the Town standards then the Town would accept them.

F. Gammon recommended that Staff review other possible unique features to a rental only community and determine if a zoning district or overlay for rental only communities be considered.

Chairman Jones asked if there is a net benefit to the Town to require individual lots versus when the developer would prefer not to have individual lots. Staff provided an example of Rosedale Shopping Center where the complex is broken up into smaller individual lots allowing the owner to sell off smaller portions versus being locked to one large development that must be anchored by a large retailer to stay viable. The smaller lots essentially give the owner options in the future that they would not otherwise have. Birkdale Village is another great example of this.

Chairman Jones expressed additional concern about singling out this one type of development. Staff responded that it would be more in keeping with all other subdivisions.

Other Business

No other business.

Adjourn

Motion: F. Gammon made a Motion to Adjourn. A. Hallman seconded the motion.

Vote: The motion passed unanimously (9-0).

Approved this ____ day of _____ 2022.

Chairman or Vice Chairman

Board Secretary

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Wednesday, September 1, 2022, at Town Hall 101 Huntersville-Concord Road.

Call to Order/Roll Call

Chairman Jones called the meeting to order at 3:30 pm.

Voting Members Present: M. Jones, T. Taylor, F. Gammon, A. Hallman, K. Jones, J. Kluttz, B. Skelly, H. Whittaker.

Voting Members Absent: T. Finlay

Non-Voting Members Present: Commissioner Kovacs, J. Simoneau, T. Barron, E. Sloop (by conference call) and J. Glass

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the August 4, 2022, Regular Meeting Minutes

Motion: K. Jones made a Motion to Approve the August 4, 2022, minutes. B. Skelly seconded the motion.

Vote: The motion passed unanimously (8-0).

Public Comments

No comments.

Action Agenda

Item 4A. Consider a recommendation on TA 22-06, a request by the Irvin Law Group to increase the building height limits for Hotels and Commercial Uses within pedestrian-oriented developments.

N. Farber, Planner II highlighted the 1996 building heights that were allowed to keep a small-town feel. As the town's population increased the ordinance also evolved. In 2008 a text amendment was passed to allow a maximum of 13 stories or 182' in the Transit Oriented Development- R in conjunction with the approval of the Bryton development. In 2018 a text amendment allowing hotels in Highway Commercial a maximum of 6 stories with a special use permit was passed. The proposed TA22-06 would allow hotels and commercial use in urban workplace buildings a maximum of 145' and the associated parking deck a maximum of 70' subject to a highway commercial zoning, in a pedestrian-oriented development with a special use permit.

Staff reviewed the criteria for a pedestrian oriented development which includes, it must be in Highway Commercial zoning, and have one parking space per dwelling unit in a wrapped parking deck with attached homes, apartment buildings, and mixed-use buildings. Additionally,

20% of the habitable first floor space must be commercial uses. Currently Birkdale Village is the only project zoned Highway Commercial – Pedestrian Oriented within Huntersville.

Staff displayed the distance of the proposed structures to the closest residential lot lines.

Representing the applicant, Robert Irvin, 19726 Zion Avenue shared the visuals of what the view would be from seven residential locations of the proposed structures.

H. Whittaker asked if the representation being shown is what will actually be built. The applicant, Nick Lombardo, 8712 Windholme Drive responded that there will be some concrete and metal panels that will break up the glass.

F. Gammon asked staff to clarify if the residential units within the rezoning area are considered in the setback criteria. Staff responded that they do not count because they are internal to the development. The setbacks are considered to neighboring projects.

A. Hallman asked if the applicant has considered or will be implementing bird glass. Staff responded that the only architectural requirements addressed are related to the parking deck.

H. Whittaker asked why a height limit is even required. Staff responded that the Ordinances are meant to work well in conjunction with existing development. The text amendment is proposed by the applicant and addresses the needs of the applicant, staff is in support of what is requested and would not be in support of removing a height limitation.

Motion: H. Whittaker made a Motion to Recommend Approval of TA22-06 as presented by staff. B. Skelly seconded the motion.

Vote: The motion passed (7-1) with K. Jones opposed.

Item 4B: Consider a recommendation for TA22-07, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to comply with Senate Bill 105 regarding the restriction of harmony requirements if the development contains affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

Kayleigh Mielenz, Planner I reviewed the current Senate Bill 105 harmony standards for multifamily structures and 2 or more affordable housing units are offered. The Town attorneys consulted with the UNC School of Government on the interpretation of terms units, harmony and the development. When the statutes and Land Development case law do not define the terms, the plain language meaning of the term would be used.

The Town currently has harmony standards for new development for massing and architecture. Staff then presented current Mecklenburg County median income chart.

M. Jones asked for confirmation that the state statutes and current case law do not define the term harmony. E. Sloop responded that the research they conducted did not reflect any current interpretation.

F. Gammon asked how the new statute and ordinance would impact our zoning decisions. Staff responded that a major subdivision that has multifamily units with 2 or more affordable units, then the entire subdivision does not have to adhere to harmony requirements so the form and appearance of those subdivisions will change. Multi-family could be apartments or townhomes.

M. Jones commented that it is written it is subject to multiple interpretations. A major subdivision with a multifamily aspect in it could have any 2 units, including single family homes, be the affordable units and then the entire subdivision would not be subject to the harmony standards.

F. Gammon asked if Staff is recommending using Mecklenburg Counties median income versus Huntersville's median income. E. Sloop responded that Huntersville is not in a census track so that specific data subset is not available to the best of our knowledge.

F. Gammon asked if its possible to have Huntersville median income determined, and what will neighboring communities use to determine median income. E. Sloop responded that area median income is determined by region and it is distinct from average household income so area communities that do not have a data subset will also be using Mecklenburg County data to determine median income. E. Sloop stated that she will confirm if it is a population threshold that triggers being able to have a data subset specifically for Huntersville.

A. Hallman asked who monitors this down the road that the proposed affordable housing stays affordable. Staff responded that it will be noted on the plat and permit and will ultimately be a code enforcement issue if it is not upheld. Staff continued that this will no doubt be an issue for every part of the state in 5-10 years. Staff remains in contact with Planners all across the state and it is likely that there will be discussion and eventually a resolution to how to deal with this as it begins to be utilized.

F. Gammon commented that he does not think anyone on the Board is opposed to affordable housing, these are simply concerns about potential outcomes and how developers could seek to benefit from this. Staff stated that we are very concerned as well about the potential effects of this as well given the lack of guidelines. The reality is that it is state statute and we are subject to it.

H. Whittaker asked why the rush if we are the first to adopt the standards and if there is a League of Municipalities that can try to figure this out for us. E. Sloop stated that she thinks it is better to be proactive and have some language in the Ordinance versus no parameters so that when a developer comes in there is a starting place within our Ordinance.

Motion: F. Gammon made a Motion to Recommend Approval of TA22-07 as presented by staff so the item can be considered by the Planning Board and Town Board for final decision. J. Kluttz seconded the motion.

F. Gammon requested that E. Sloop investigate if the median income for Huntersville can be used or not for consideration by the Planning Board and Town Board.

A. Hallman stated that she agrees with the motion because it is time for the decision makers to give their input and make the decision, this Board has done what they can.

H. Whittaker asked for clarification if there is a mechanism to move an item forward for discussion by Planning and Town Boards with a neutral or negative comment. M. Jones responded that the meeting minutes are provided to those Boards for their review.

Vote: The motion passed (7-1) with H. Whittaker opposed.

Item 4C: Consider a recommendation for TA22-10, a request by the Huntersville Planning Department to amend Article 8.2 of the Zoning Ordinance to exclude single-family detached homes from multi-building sites on one lot, with an exception for age restricted developments.

Nathan Farber, Planner II reviewed the proposed amendment to Article 8.2 that would not affect retirement communities or congregate care facilities. Staff shared the example of the recently approved “The Hamlet” community. He then shared that staff researched local municipalities and found that the same requirements are in place with Davidson being the only community that will allow it but with additional requirements.

F. Gammon asked what Davidson’s process is. Staff responded that it is an additional step similar to our Conditional Rezoning process.

M. Jones asked if Davidson’s process applies to for rent only communities. Staff responded that it applies to subdivisions for sale or for rent.

A. Hallman asked how this amendment would change requirements beyond parking in the example show of The Hamlet. Staff responded that for lots less than 50’ wide are required to have alley access parking at the rear of the property. That would have removed the parking lots, pushed the project further in from the setbacks to include alley access, possibly reduced the on-street parking or at least the demand on the on-street parking by the residents.

F. Gammon commented that the concern expressed is if the owner of the development goes bankrupt, however, apartments go bankrupt and are one lot. Staff responded that this amendment addresses multiple issues, consistency with neighboring development, consistency with the definition of single-family homes in the Ordinance, as well as some future options should the owner of the development wish to sell any of it off that becomes an option.

Additionally this is basically the same as all neighboring municipalities and does not limit rental communities.

F. Gammon asked staff to share the Epcon communities example of evolution of development. Staff responded that the Epcon at Huntersville and Kinnamon are condominiums and the people own the air-space inside of the buildings and they are developed on one lot. The Glens at Birkdale are duplexes and they are not on their own lots, that is senior housing. Epcon at Eastfield Road chose to develop on individual lots because they were experiencing some problems on the condominium side of things so they adapted their plans. The amendment would not affect retirement community or congregate care facilities.

F. Gammon asked if rental subdivisions may have private roads. Staff stated that would not be permitted without a text amendment.

Motion: K. Jones made a Motion to Recommend Approval of TA22-10 as presented by staff. A. Hallman seconded the motion.

Vote: The motion passed (7-1) with M. Jones opposed.

Item 4D: Fee In Lieu Discussion of time allows (Harrisburg? Concord? Other good examples?)

Jack Simoneau, Planning Director stated that in Article 7 of the Ordinance it states that if you have a subdivision of property less than $\frac{3}{4}$ acre then you must have urban open space within $\frac{1}{4}$ mile measured along right-of-way. That has been adopted since 1996. For subdivisions larger than $\frac{3}{4}$ mile then it has to be $\frac{1}{2}$ mile. Urban open spaces are small open areas owned and maintained by the neighborhood and used by the neighborhood only.

The Subdivision Ordinance, Section 6.200-B(5) describes the process if a long-range plan identifies a future public park within the subdivision boundaries. It sets up a timeline for the process between the developer and Parks and Recreation. The statute, 160D-804(d) gives the option for accepting payment of funds to be used to acquire or develop open space and/or recreation areas which serve residents more than one subdivision or development within the immediate area.

Parks and Recreation Master Plan is simply bubbles on a map to show a general area where a park should be considered in the future. However, the greenway is specific. The greenway map shows specific areas that a greenway will be developed. Developers have the option to dedicate that for greenway use which serves as open space and leaves the cost of the greenway development to Meck County or the Town.

M. Jones stated that when the text amendment to go from quasi-judicial to administrative approval happened this was part of that and he is glad to see it in there now. The basics of it are included but when you compare to neighboring municipalities and how it can theoretically be applied, we could go further and create a bigger benefit to the Town. There are Mecklenburg County sites and Town sites that are owned but not developed. Costs associated

with development just keep rising so the faster we can accelerate the development of those parks and greenways, the better off the Town will be. There may be some tools in this that enable the Town to accomplish this.

M. Jones asked staff, currently when we request developers to identify Open Space it is private. Staff confirmed that is correct unless it has been specifically identified in a greenway plan.

Staff responded that we will take the examples provided from other municipalities and talk with Parks and Recreation and brainstorm on some ideas that may assist with developing parks, greenways, or acquiring land.

M. Jones asked staff what the change has been in the cost of greenway development. Staff responded that 15 years ago it was estimated at \$100,000 a mile and currently it is estimated at \$1 million per mile. M. Jones followed up stating that it may have been cheaper to borrow the funds 20 years ago at municipal rates to fund the development versus waiting.

Staff highlighted how things have also changed over the years. In the 1980's and 90's many developments did not go up to the middle of the creek, creating common space corridors that are simple for Mecklenburg County to pick up and use for greenways. The floodplain that was not going to be developed was often donated since it could not be built on.

T. Taylor asked if the in lieu of fees must be used for a particular subdivision based on the current wording.

Other Business

No other business.

Adjourn

Motion: A. Hallman made a Motion to Adjourn. H. Whittaker seconded the motion.

Vote: The motion passed unanimously (8-0).

Approved this ____ day of _____ 2022.

Chairman or Vice Chairman

Board Secretary

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: David Lucore, Electric System Manager

Date: October 3, 2022

Subject: Bulk Feeder Projects Material Purchase

EXPLAIN REQUEST:

There are several bulk feeder projects currently in progress that require the purchase of materials to complete. Southeastern Consulting Engineers, Inc. solicited formal bids for these materials on 7/28/2022 and received only 2 bids. SEC solicited again for bids and received two bids on 9/8/2022. SEC has made a recommendation based on the outcome of the bids in relation to cost and delivery time.

ACTION RECOMMENDED:

Approve Southeastern Consulting Engineers, Inc. recommendation to purchase materials indicated on their recommendation letter dated September 9, 2022.

FINANCIAL IMPLICATIONS:

Materials Cost: \$741,398.84

ATTACHMENTS:

1. 2022-09-19 SE Eng Recommendation Letter
2. Updated Border States-Material for Bulk Feeder Projects 2022-10-03(3)
3. WESCO - Material for Bulk Feeder Projects 2022-09-25



Southeastern Consulting Engineers, Inc.

September 9, 2022

Mr. David Lucore
Electric Systems Manager
ElectriCities of North Carolina
11316 Sam Furr Road
Huntersville, North Carolina 28078

Ref.: Material Bid Recommendations
Huntersville Bulk Feeder Material

Dear Mr. Lucore:

ElectriCities received proposals in our office on September 8, 2022, from two of the fourteen suppliers and representatives solicited for providing electrical material necessary for bulk feeder projects in Huntersville. A bid tabulation is attached.

We have evaluated each item quoted based on compliance with specifications, cost, and delivery. These are the bidders we are recommending and amount of award for materials for projects mentioned above.

Note that the cable and conduit prices are subject to change upon shipment. Although a fixed price is preferred, an index price offer is the result of recent price volatility and longer lead times on these items. The final price may be increased or decreased per a commonly accepted index.

Schedule I - Padmounted Switchgear	WESCO	\$ 89,389.60
Schedule II - Conductors	WESCO	250,000.00
Schedule III - Connectors and Terminators	Border States	42,220.00
Schedule IV - Concrete/Fiberglass Products	WESCO	38,825.00
Schedule V - Miscellaneous Material	WESCO	<u>320,964.24</u>

Total recommended excluding Sales Tax	\$741,398.84
---------------------------------------	--------------

Please let us know if you agree with our recommendations and we can prepare and distribute contract documents for these purchases.

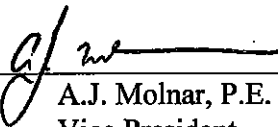
600 MINUET LANE P.O. BOX 240436 CHARLOTTE, NC 28224
PHONE: (704) 523-6045 FAX: (704) 523-8317

ElectriCities of North Carolina
Huntersville, North Carolina

September 9, 2022
Page 2

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By  _____
A.J. Molnar, P.E.
Vice President

AJM/lc

**TOWN OF HUNTERSVILLE, NC
MATERIAL FOR BULK FEEDER PROJECTS
BID TABULATION**

		<u>Border States Greenville, SC</u>	<u>WESCO Clayton, NC</u>
Bidder			
Schedule I - Padmounted Switchgear	Price:	<u>\$ 102,600.00</u>	<u>\$ 89,389.60</u>
	Delivery:	<u>22-24 Weeks</u>	<u>22-24 Weeks</u>
	Manufacturer:	<u>Federal Pacific</u>	<u>S&C</u>
Schedule II - Conductors	Price:	<u>\$ 273,714.00*</u>	<u>\$ 250,000.00*</u>
	Delivery:	<u>36 Weeks</u>	<u>40-49 Weeks</u>
	Manufacturer:	<u>Kerite</u>	<u>Okonite</u>
		*Prices subject to change per commonly accepted metals index.	
Schedule III - Connectors & Terminators	Price:	<u>\$ 42,220.00</u>	<u>\$ 43,873.00</u>
	Delivery:	<u>14-35 Weeks</u>	<u>12-35 Weeks</u>
	Manufacturer:	<u>Cooper</u>	<u>Cooper & Richards</u>
Schedule IV - Concrete/Fiberglass Products	Price:	<u>\$ 39,558.00</u>	<u>\$ 38,825.00</u>
	Delivery:	<u>8-22 Weeks</u>	<u>8-11 Weeks</u>
	Manufacturer:	<u>Highline</u>	<u>Concast & Oldcastle</u>
Schedule V - Miscellaneous Items	Price:	<u>\$ 327,588.00*</u>	<u>\$ 320,964.24*</u>
	Delivery:		
	HDPE Pipe	<u>20 Weeks</u>	<u>20 Weeks</u>
	PVC Pipe	<u>4-6 Weeks</u>	<u>Stock-3 Weeks</u>
	Other	<u>Stock-16 Weeks</u>	<u>Stock</u>

WESCO Alt.
\$ 324,349.60

HDPE Pipe: 12-14 Weeks

*HDPE Duct subject to change per commonly accepted plastics index.

SOUTHEASTERN CONSULTING ENGINEERS, INC.
600 MINUET LANE
CHARLOTTE, NORTH CAROLINA 28217
N.C. LICENSE NO. F-0181

BORDER STATES INDUSTRIES, INC.
CONTRACT DOCUMENTS
FOR
MATERIAL FOR
BULK FEEDER PROJECTS

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA



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NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed proposals for furnishing miscellaneous electrical material to Electricities of North Carolina, Inc. specifically for the Town of Huntersville, North Carolina (hereinafter called the "Owner") will be received on or before 2:30 PM, Thursday, September 8, 2022, at the Office of the Engineer, at which time and place the proposals will be publicly opened and read.

2. Proposals and all supporting documents required to be attached thereto must be submitted in a sealed envelope addressed to Southeastern Consulting Engineers, Inc., 600 Minuet Lane, Charlotte, North Carolina 28217, Attention: Mr. A.J. Molnar. The name and address of the bidder, and the date and hour of the opening of bids must appear on the envelope in which the proposal is submitted. Bidders will be required to comply with all applicable statutes, regulations, etc. and those attached to and made a part of the bid. Mark all envelopes "Sealed Proposal - Material for Huntersville Bulk Feeder".

3. Each proposal must be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, or a Bidder's Bond acceptable to the Owner and running in favor of the Owner, in an amount equal to five percent (5%) of the maximum bid price. If a proposal is not accepted or if a proposal is accepted and a contract is executed, the check or Bidder's Bond will be returned in each instance within a period of thirty (30) days to the Bidder furnishing same; except that each Bidder agrees, provided its proposal is one of the three low proposals, that by filing its proposal together with such check or Bidder's Bond in consideration of the Owner's receiving and considering such proposal, said proposal shall be firm and binding upon each such Bidder and such check or Bidder's Bond shall be held by the Owner for a period not exceeding ninety (90) days from the date hereinabove set for the opening of the proposals.

4. The successful Bidder will be required to enter into a contract with the Owner and provide Performance Bond on the forms attached hereto. The successful Bidder will also be required to complete the enclosed E-Verify Affidavit and Iran Divestment Certification.

5. The Bidder's proposal shall specify price, any applicable price terms and delivery time, with price to include transportation charges F.O.B. to the Electric Operations Center located in Huntersville, North Carolina. Delivery of all cable, switchgear, and pads shall be on open trailer. Any of this material delivered in a covered trailer will not be accepted. All items in each schedule shall ship together, no partial shipments or back orders without written permission from Owner.

6. The Bidder's proposal shall specify the manufacturer, rating, and catalog number of each item of manufactured equipment which is to be furnished. Names of certain brands, makes or definite specifications are to denote quality standards of the articles desired, but do not restrict bidders to the specific brand, make or manufactured name; it is only to set forth and convey to the prospective bidders to general style, type, character and quality of the article desired.

7. The Owner reserves the right to waive minor irregularities or minor errors in the proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the proposal prior to its acceptance by the Owner.

8. The Owner reserves the right to reject any and all proposals.

9. Specifications may be obtained at the office of the Owner's Engineer, Southeastern Consulting Engineers, Inc., 600 Minuet Lane, Charlotte, North Carolina 28217, 704-523-6045.

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA
(Owner)

SOUTHEASTERN CONSULTING
ENGINEERS, INC.
(Engineer)

Date: August 25, 2022

PROPOSAL SUMMARY

TO: TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

GENTLEMEN:

The undersigned has carefully examined the Specifications and hereby declares that he will furnish the following items in the Specifications for the following prices:

	<u>Total Price</u>	<u>N. C. Sales Tax</u>
Schedule I - Padmounted Switchgear	\$ <u>NA</u>	\$ <u>NA</u>
Schedule II - Conductors	<u>NA</u>	<u>NA</u>
Schedule III - Connectors & Terminators	<u>42,220.00</u>	<u>3,060.95</u>
Schedule IV - Concrete/Fiberglass Products	<u>NA</u>	<u>NA</u>
Schedule V - Miscellaneous Items	<u>NA</u>	<u>NA</u>
Arithmetic Totals	\$ <u><u>42,220.00</u></u>	\$ <u><u>3,060.95</u></u>

PROPOSAL (Continued)

Additional Comments, Explanations, or Exceptions

* Pricing valid through 9/30/22

Applicable Price Terms **NET 30**

CSR
Title

9/13/22
Date

Border States Electric
Bidder

By Brandon Burns

422 Fairforest Way

Greenville, SC 29607
Address



STATE OF NORTH CAROLINA
TOWN OF HUNTERSVILLE
COUNTY OF MECKLENBURG

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), duly authorized by and on
behalf of _____ (hereinafter the "Employer") after being first duly
sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the
Employer and possess the full authority to speak for and on behalf of the Employer
identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United
States Dept. of Homeland Security and other federal agencies, or any successor or equivalent
program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees in the State of North Carolina, and is in compliance with
the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of
its employees through E-Verify and shall retain the records of verification for a period of
at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of
N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied
with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town of Huntersville informed of any change in its status pursuant to Article
2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____

Affiant

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, this the _____ day of _____, 20____

[SEAL]

Notary Public: _____

My commission expires: _____

Name of Counterparty:

IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION

As of the date listed below, the entity listed above is not listed on the list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147.86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

CONTRACT

THIS AGREEMENT, made and contracted this _____ day of _____
20_____, between the _____ Town of Huntersville, North Carolina
hereinafter called the Purchaser, party of the first part, and _____ Border States Industries, Inc.,
_____ Fargo, North Dakota _____,
hereinafter called the Materialman, party of the second part.

ITEM 1. WITNESSETH: That for and in consideration of the payments and agreements to be made and performed by the Purchaser, and under the penalty expressed in the bond bearing even date with these presents, and hereunto annexed, the Materialman at its own proper cost and expense, and with skill and diligence, will furnish Schedule III - Connectors and Terminators

for the total sum of Forty-Two Thousand, Two Hundred Twenty and 00/100 - - - - -
- - - - - Dollars (\$ 42,220.00)

and furnish same in accordance with the Notice and Instructions to Bidders, Proposal and Specifications attached in full compliance with the agreement.

ITEM 2. And the said Materialman agrees to accept the price stated under Item 1 above in full compensation for the performance of this contract.

ITEM 3. This contract together with the Notice and Instructions to Bidders, Proposal and Specifications constitutes the entire agreement between the Purchaser and the Materialman.

ITEM 4. On completion of this contract by the Materialman and acceptance by the Purchaser as being in accordance with this contract of the work, works, job, material, equipment articles and things done, supplied, contracted and furnished hereunder, the Purchaser shall pay the above named contract price as follows:

Net 30 Days

ITEM 5. The Materialman shall be responsible for all fees or claims for any patented invention used by him, and shall defend any suit or proceeding for infringement of any patent or patents covering materials purchased hereunder which may be brought against the Purchaser and shall hold said Purchaser harmless for use or infringement of any patented thing or method used in connection with any article, equipment, device or thing furnished or constructed hereunder.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

BORDER STATES INDUSTRIES, INC.
FARGO, NORTH DAKOTA

Materialman

ATTEST:

By _____
Title _____

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

Party of the First Part

ATTEST:

By _____
Anthony Roberts
Title Town Manager

Attorney's Certificate:

I certify that I have reviewed the attached Contract Documents and that the documents are approved as to form, and that the foregoing documents represent valid and binding obligations of the Town of Huntersville in accordance with the terms thereof.

This the _____ day of _____, 2022.

Financial Officer's Certificate

I certify that this instrument (the attached Contract Documents) has been pre-audited in the manner required by the Local government Budget and Fiscal Control Act.

This the _____ day of _____, 2022.

WAIVED - BELOW REQUIRED THRESHOLD

BOND

KNOW ALL MEN that we _____
_____ of _____ County of
_____ State of _____,

hereinafter called the Principal, and _____

hereinafter called the SURETY or SURETIES, are held and firmly bound unto the _____

hereinafter called the Purchaser, in the sum of _____
_____ Dollars (\$ _____)

for payment whereof the Principal and the Surety or Sureties bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written Agreement, dated the

_____ day of _____, 20 _____

entered into a contract of agreement with the Purchaser for _____

a copy of which Agreement is hereto attached and made a part hereof:

NOW THEREFORE, the condition of this obligation is such, that if the Principal shall faithfully perform the said Contract on his, its, or their part, and satisfy all claims and demands incurred for the same and shall fully indemnify and save harmless the Purchaser from all cost and damage which the Purchaser may suffer by reason of failure to do so, and shall fully reimburse and repay the Purchaser all outlay and expense which the Purchaser may incur in making good any such default, and shall pay all persons who have Contracts directly with the Principal, or any sub-contractor of the said Principal for labor, or material, or both, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED AND SEALED, THIS the _____ day of _____,

20____.

ATTEST:

Contractor-Principal

By _____

Title _____

ATTEST:

Surety Company

By _____

(INSTRUCTIONS)

Bonds must be executed by Surety Company authorized to do business in the State of Incorporation of the Purchaser, acknowledged before a Notary Public, and accompanied by Power-of-Attorney, or other authority.

SCHEDULE III
SPECIFICATIONS
FOR
CONNECTORS AND TERMINATORS

ITEM A. 15 KV 600A DEADBREAK ELBOW CONNECTORS

This specification covers the construction, mechanical and electrical requirements for a deadbreak elbow connector suitable for use on a jacketed and shielded compressed stranded 750 MCM underground primary cable and primary apparatus.

Where references are made to ANSI, IEEE or other such standards, the latest revision thereof shall apply.

The deadbreak elbow connector shall be designed for use on a 15 KV class system with a maximum voltage of 8.3 KV phase-to-ground and 14.4 KV phase-to-phase. The elbow shall be 95 KV BIL, 600 amperes RMS continuous operation. Shield design shall meet IEEE Standard 592 - 1977.

The deadbreak elbow connector shall be constructed with outer jacket of EPDM molded shield; EPDM insulation; interference fit for uniform concentric pressure on insulation of mating parts; molded rubber stress relief adapter sized to the cable insulation, providing stress relief for the terminated shield; semi-permanent, crimped-bolted connector sized for the conductor; grounding eye; and inner shield of molded conductive EPDM. The complete kit shall consist of the basic shielded elbow, cable adapter, cap, stud, compression lug, basis insulating plug, lubricant, wiping cloth and installation instructions. A cold shrinkable cable jacket seal shall be furnished as part of the kit.

Each deadbreak elbow connector shall be packaged separately.

The deadbreak elbows shall be Cooper Power Systems BT625FF25A1CS or equal.

ITEM B. 15 KV 200A LOADBREAK FUSED ELBOW CONNECTIONS

This specification covers the construction, mechanical and electrical requirements for a fused loadbreak elbow connector suitable for use on a jacketed and shielded solid 1/0 AWG aluminum underground distribution cable and distribution apparatus.

Where references are made to ANSI, IEEE or other such standards, the latest revision thereof shall apply.

The fused elbow shall have a split body capable of housing a current limiting fuse. A blown fuse shall be easily identifiable and easy to replace.

The loadbreak fused elbow connector shall be designed for use on a 15 KV class system with a maximum voltage of 8.3 KV phase-to-ground and 14.4 KV phase-to-phase. The elbow shall be 95 KV BIL, 200 amperes RMS continuous operation and shall be capable of fault close, loadbreak and loadmake switching of single phase and three-phase circuits. Shield design shall meet IEEE Standard 592 - 1977.

The loadbreak elbow conductor shall be constructed with EPDM molded shield; EPDM insulation; interference fit for uniform concentric pressure on mating parts providing increased dielectric strength and waterseal; molded stress control; grounding eye for attachment of ground wire; conductive insert for control of electrical stress; tin-plated copper probe with belleville washers to ensure proper electrical connection; rubber locking ring seats in bushing groove to provide gripping force; bimetallic compression lug; operating eye for hotstick operation; test point; identification disc; loadbreak identification band; interference fit cable entrance which provides ground shield continuity; contact wrench; silicone grease; wiping cloth; crimp chart; installation instructions; and elbow adapter. A cold shrinkable cable jacket seal shall be furnished as part of the kit.

Each fused loadbreak elbow connector shall be packaged separately.

The loadbreak fused elbows shall be Cooper 215FECB5 or equal.

Fuses shall be current limiting Cooper FEF083A040 or equal.

ITEM C. 15 KV 200A LOADBREAK REDUCING TAP PLUG

This specification covers the construction, mechanical and electrical requirements for a reducing tap plug suitable for use on a deadbreak elbow for attachment of a loadbreak elbow. The tap plug shall be suitable for use with Cooper BT625 loadbreak elbow connector or equal and a Cooper DBE625 bushing extender.

The loadbreak reducing tap plug shall be designed for use on a 15 KV class system with a maximum voltage of 8.3 KV phase-to-ground and 14.4 KV phase-to-phase. The insert shall be 95 KV BIL, 200 amperes RMS continuous operation and shall be capable of fault close, loadbreak and loadmake switching of single phase and three-phase circuits.

The reducing tap plug shall be Cooper BLRTP615S or equal.

ITEM D. 15 KV INSULATED CAPS

This specification covers the construction, mechanical and electrical requirements for an insulated cap for covering primary bushings on underground apparatus.

Where references are made to ANSI, IEEE or other such standards, the latest revision thereof shall apply.

The insulated cap shall be designed for use on a 15 KV class system with a maximum voltage of 8.3 KV phase-to-ground and 14.4 KV phase-to-phase. The elbow shall be 95 KV BIL.

Each insulated cap shall be packaged separately.

The 600A insulated caps shall be Cooper DPC625 or equal.

ITEM E. 15 KV ELBOW SURGE ARRESTER

This specification covers the construction, mechanical and electrical requirements for a elbow surge arrester suitable for use on a underground primary apparatus.

Where references are made to ANSI, IEEE or other such standards, the latest revision thereof shall apply.

The elbow surge arrester shall be designed for use on a 15 KV class system with a maximum voltage of 8.3 KV phase-to-ground and 14.4 KV phase-to-phase. The arrester shall be 95 KV BIL, 8.4 KV MCOV.

The arrester should use high-strength silver epoxy bonded MOV blocks and shunted spring connections for the best circuit connection. A 36 inch #4 AWG ground lead shall be provided with each unit.

Each elbow surge arrester shall be packaged separately.

The elbow surge arrester shall be Cooper Power System 3238018C10M or equal.

ITEM F. DEADBREAK JUNCTIONS

This specifications covers the construction, mechanical and electrical requirements for a deadbreak junction to be mounted in an above-ground enclosure.

Where references are made to ANSI, IEEE or other such standards, the latest revision thereof shall apply.

The deadbreak junction shall be designed for use on a 15 kV class system with a maximum voltage of 8.3 kV phase-to-ground and 14.4 kV phase-to-phase. The unction shall be minimum 95 kV BIL, 600 amperes RMS continuous operation. The junction shall be 3 Position with 4" spacing between interfaces, and shall be provided with U-Straps for mounting provisions to enclosure. The deadbreak junction shall be fully-shielded with outer jacket of injection molded EPDM.

The 3-Position junction shall be Cooper DJ625A3U.

ITEM G. 15 KV INSULATED PARKING BUSHINGS

This specification covers the construction, mechanical and electrical requirements for an insulated parking bushing suitable for use with underground primary loadbreak elbows and standard primary apparatus parking stands.

Where references are made to ANSI, IEEE or other such standards, the latest revision thereof shall apply.

The insulated parking bushings shall be designed for use on a 15 KV class system with a maximum voltage of 8.3 KV phase-to-ground and 14.4 KV phase-to-phase.

Each parking bushing shall be packaged separately.

The parking bushings shall be Cooper LPF215H or equal.

Schedule III - Connectors and Terminations

<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Manufacturer/ Catalog #</u>	<u>Delivery</u>	<u>Unit Price</u>	<u>Extended Price</u>
A	90	600A 15KV Deadbreak Elbows	BT625FF25A1	20 Wks.	\$ 215.00	\$ 19,350.00
B	10	15KV, 200A Loadbreak Fused Elbows	215FECBS+ FEF083A040	26 Wks.	275.00	2,750.00
C	60	Loadbreak Tap-Reducing Plug	BLRTP61SAS	20 Wks.	190.00	11,400.00
D	10	600A Insulated Caps	DPC625	16 Wks.	74.00	740.00
E	30	15KV Elbow Surge Arresters	323801840M	14 Wks.	65.00	1,950.00
F	27	600A Junction Point, 3-Way	DJ625A3U	22 Wks.	165.00	4,455.00
G	15	15KV, Insulated Feed Thru Parking Bushings	LPF215H	35 Wks.	105.00	1,575.00
Subtotal						\$ 42,220.00
Applicable N.C. Sale Tax						\$ 3,060.95
Total, Schedule III						\$ 42,220.00

EXTERNAL CONTRACT ADDENDUM

1. **Applicable Laws and Courts.** This contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
2. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
3. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
4. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
5. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
6. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
7. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
8. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.
9. **Priority of Terms.** The terms of this addendum shall supersede and take priority over any conflicting terms in the contract documents.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for "Debarment and Suspension."
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with

non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.

7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.
9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SOUTHEASTERN CONSULTING ENGINEERS, INC.
600 MINUET LANE
CHARLOTTE, NORTH CAROLINA 28217
N.C. LICENSE NO. F-0181

WESCO DISTRIBUTION, INC.
CONTRACT DOCUMENTS
FOR
MATERIAL FOR
BULK FEEDER PROJECTS

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA



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NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed proposals for furnishing miscellaneous electrical material to ElectriCities of North Carolina, Inc. specifically for the Town of Huntersville, North Carolina (hereinafter called the "Owner") will be received on or before 2:30 PM, Thursday, September 8, 2022, at the Office of the Engineer, at which time and place the proposals will be publicly opened and read.

2. Proposals and all supporting documents required to be attached thereto must be submitted in a sealed envelope addressed to Southeastern Consulting Engineers, Inc., 600 Minuet Lane, Charlotte, North Carolina 28217, Attention: Mr. A.J. Molnar. The name and address of the bidder, and the date and hour of the opening of bids must appear on the envelope in which the proposal is submitted. Bidders will be required to comply with all applicable statutes, regulations, etc. and those attached to and made a part of the bid. Mark all envelopes "Sealed Proposal - Material for Huntersville Bulk Feeder".

3. Each proposal must be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, or a Bidder's Bond acceptable to the Owner and running in favor of the Owner, in an amount equal to five percent (5%) of the maximum bid price. If a proposal is not accepted or if a proposal is accepted and a contract is executed, the check or Bidder's Bond will be returned in each instance within a period of thirty (30) days to the Bidder furnishing same; except that each Bidder agrees, provided its proposal is one of the three low proposals, that by filing its proposal together with such check or Bidder's Bond in consideration of the Owner's receiving and considering such proposal, said proposal shall be firm and binding upon each such Bidder and such check or Bidder's Bond shall be held by the Owner for a period not exceeding ninety (90) days from the date hereinabove set for the opening of the proposals.

4. The successful Bidder will be required to enter into a contract with the Owner and provide Performance Bond on the forms attached hereto. The successful Bidder will also be required to complete the enclosed E-Verify Affidavit and Iran Divestment Certification.

5. The Bidder's proposal shall specify price, any applicable price terms and delivery time, with price to include transportation charges F.O.B. to the Electric Operations Center located in Huntersville, North Carolina. Delivery of all cable, switchgear, and pads shall be on open trailer. Any of this material delivered in a covered trailer will not be accepted. All items in each schedule shall ship together, no partial shipments or back orders without written permission from Owner.

6. The Bidder's proposal shall specify the manufacturer, rating, and catalog number of each item of manufactured equipment which is to be furnished. Names of certain brands, makes or definite specifications are to denote quality standards of the articles desired, but do not restrict bidders to the specific brand, make or manufactured name; it is only to set forth and convey to the prospective bidders to general style, type, character and quality of the article desired.

7. The Owner reserves the right to waive minor irregularities or minor errors in the proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the proposal prior to its acceptance by the Owner.

8. The Owner reserves the right to reject any and all proposals.

9. Specifications may be obtained at the office of the Owner's Engineer, Southeastern Consulting Engineers, Inc., 600 Minuet Lane, Charlotte, North Carolina 28217, 704-523-6045.

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA
(Owner)

SOUTHEASTERN CONSULTING
ENGINEERS, INC.
(Engineer)

Date: August 25, 2022

PROPOSAL SUMMARY

TO: TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

GENTLEMEN:

The undersigned has carefully examined the Specifications and hereby declares that he will furnish the following items in the Specifications for the following prices:

	<u>Total Price</u>	<u>N. C. Sales Tax</u>
Schedule I - Padmounted Switchgear	\$ <u>89,389.60</u>	\$ <u>6,480.75</u>
Schedule II - Conductors	<u>250,000.00</u>	<u>18,125.00</u>
Schedule III - Connectors & Terminators	<u>NA</u>	<u>NA</u>
Schedule IV - Concrete/Fiberglass Products	<u>38,825.00</u>	<u>2,814.81</u>
Schedule V - Miscellaneous Items	<u>320,964.24</u>	<u>23,269.91</u>
Arithmetic Totals	\$ <u><u>699,178.84</u></u>	\$ <u>50,690.47</u>

PROPOSAL (Continued)

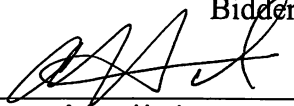
Additional Comments, Explanations, or Exceptions

“WESCO requests the opportunity, upon award of the bid and WESCO’s acceptance, to discuss commercially reasonable terms and conditions which are mutually acceptable to the parties to reflect WESCO’s role as a distributor”

Applicable Price Terms

See Wesco T&C's attached

	WESCO

	Bidder
OSR	By 
_____	_____
Title	Adam Hart
	334 Atkinson St

8-25-2022	
_____	_____
Date	Address

STATE OF NORTH CAROLINA
TOWN OF HUNTERSVILLE
COUNTY OF MECKLENBURG

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), duly authorized by and on
behalf of _____ (hereinafter the "Employer") after being first duly
sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the
Employer and possess the full authority to speak for and on behalf of the Employer
identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United
States Dept. of Homeland Security and other federal agencies, or any successor or equivalent
program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees in the State of North Carolina, and is in compliance with
the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of
its employees through E-Verify and shall retain the records of verification for a period of
at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of
N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied
with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town of Huntersville informed of any change in its status pursuant to Article
2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____

Affiant

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, this the _____ day of _____, 20____

[SEAL]

Notary Public: _____

My commission expires: _____

Name of Counterparty:

IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION

As of the date listed below, the entity listed above is not listed on the list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147.86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

CONTRACT

THIS AGREEMENT, made and contracted this _____ day of _____
20_____, between the Town of Huntersville, North Carolina
hereinafter called the Purchaser, party of the first part, and WESCO Distribution, Inc.,
Clayton, North Carolina,
hereinafter called the Materialman, party of the second part.

ITEM 1. WITNESSETH: That for and in consideration of the payments and agreements to be made and performed by the Purchaser, and under the penalty expressed in the bond bearing even date with these presents, and hereunto annexed, the Materialman at its own proper cost and expense, and with skill and diligence, will furnish Schedule I - Padmounted Switchgear, Schedule II - Conductors, Schedule IV - Concrete/Fiberglass Products, and Schedule V - Miscellaneous Materials

for the total sum of Six Hundred Ninety-Nine Thousand, One Hundred Seventy-Eight and 84/100 - - - - - Dollars (\$ 699,178.84)

and furnish same in accordance with the Notice and Instructions to Bidders, Proposal and Specifications attached in full compliance with the agreement.

ITEM 2. And the said Materialman agrees to accept the price stated under Item 1 above in full compensation for the performance of this contract.

ITEM 3. This contract together with the Notice and Instructions to Bidders, Proposal and Specifications constitutes the entire agreement between the Purchaser and the Materialman.

ITEM 4. On completion of this contract by the Materialman and acceptance by the Purchaser as being in accordance with this contract of the work, works, job, material, equipment articles and things done, supplied, contracted and furnished hereunder, the Purchaser shall pay the above named contract price as follows:

Net 30 Days.

ITEM 5. The Materialman shall be responsible for all fees or claims for any patented invention used by him, and shall defend any suit or proceeding for infringement of any patent or patents covering materials purchased hereunder which may be brought against the Purchaser and shall hold said Purchaser harmless for use or infringement of any patented thing or method used in connection with any article, equipment, device or thing furnished or constructed hereunder.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

WESCO DISTRIBUTION, INC.
CLAYTON, NORTH CAROLINA

Materialman

ATTEST:

By _____

Title _____

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

Party of the First Part

ATTEST:

By _____

Anthony Roberts

Title Town Manager

Attorney's Certificate:

I certify that I have reviewed the attached Contract Documents and that the documents are approved as to form, and that the foregoing documents represent valid and binding obligations of the Town of Huntersville in accordance with the terms thereof.

This the _____ day of _____, 2022.

Financial Officer's Certificate

I certify that this instrument (the attached Contract Documents) has been pre-audited in the manner required by the Local government Budget and Fiscal Control Act.

This the _____ day of _____, 2022.

EXTERNAL CONTRACT ADDENDUM

1. **Applicable Laws and Courts.** This contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
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For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
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non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.

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TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1. "Application" means Seller's application for business credit extended to and signed by Buyer in connection with these Terms.
- 1.2. "Buyer" means the person or entity specified in the Order or SOW.
- 1.3. "Buyer Material" means Buyer's preexisting intellectual property provided by Buyer for the purpose of an Order or SOW.
- 1.4. "Confidential Information" means information received by the receiving party from the disclosing party which (a) is marked as "Confidential" or "Proprietary"; or (b) would reasonably be considered confidential and/or proprietary under the circumstances surrounding disclosure.
- 1.5. "Customer" means Buyer's customer, including any end user, of the Products, Software, and/or Services.
- 1.6. "Deliverables" means any work product, reports, or other deliverables developed and provided by Seller as part of the Services and required under an Order or SOW.
- 1.7. "Existing Agreement" means a mutually-executed agreement between the parties that governs the purchase and sale of the Products, Software and/or Services.
- 1.8. "Order" means a purchase order issued by Buyer to Seller for the purchase and/or use of the Products, Software, and/or Services.
- 1.9. "Products" means those products, materials, or goods described in an Order or SOW.
- 1.10. "Seller" means the selling entity specified in the Order or SOW.
- 1.11. "Seller Materials" means any and all processes, formulas, tools, ideas, concepts, methodologies, software, know-how, business practices, trade secrets, object code, source code, documentation, information and ideas developed by Seller or its licensors, and all intellectual property rights therein.
- 1.12. "Services" means those specific tasks, functions, responsibilities, Deliverables and other services described in an Order or SOW.
- 1.13. "Software" means the computer programs, operating systems, interfaces, software-as-a-service, applications or other software specified in an Order or SOW.
- 1.14. "SOW" means a document between Seller and Buyer that specifies Products and/or Services provided by Seller to Buyer.
- 1.15. "Special-Order Product" means any Product (i) that Seller procures or specially stocked for Buyer (including Products that are custom made, modified, altered, or includes special features), (ii) not readily saleable by Seller to other customers, or (iii) identified by Seller as non-cancelable or non-returnable.
- 1.16. "Terms" means these Terms and Conditions of Sale.

2. **SCOPE OF AGREEMENT.** Unless there is an Existing Agreement, these Terms govern the sale, purchase and use of Products, Software, and/or Services by Buyer from Seller and, together with the Application, and each Order and SOW, constitutes the entire and separate agreement between the parties with respect to the subject matter of these Terms. If a conflict arises between or among these Terms, the Application, and an Order and/or SOW, these Terms shall prevail unless otherwise expressly agreed in writing by authorized representatives of the parties. If Buyer is accepting these Terms on behalf of another party, Buyer represents and warrants that Buyer has full authority to bind such party to these Terms. Any additional, preprinted or different terms contained on any purchase order, portal, or other communication from Buyer purporting to apply shall be deemed void and unenforceable unless expressly agreed and signed in writing by authorized representatives of both parties. Buyer's or its Customer's placement of an Order or receipt or acceptance of the Products, Software and/or Services constitute acceptance of these Terms.

3. **ORDERS.** Seller has the right, in its sole discretion, to cancel, accept or reject any Order, in whole or in part, at any time. Any change requested by the Buyer to any aspect of the scope of an Order or SOW must be agreed in writing by both parties and may result in a price and/or delivery adjustment as determined by Seller. Seller reserves the right to implement a minimum order size of \$350 per Order. If Seller authorizes that all or part of an Order or SOW be terminated or suspended by modification, rescission or as otherwise provided in Sections 6 and 16, Buyer shall pay termination charges equal to Seller's costs associated with the Order or SOW, as determined by generally accepted accounting principles, plus a reasonable profit on the entire Order or SOW. Seller's costs shall include any amount Seller must pay to its suppliers and manufacturers relating to the relevant Order or SOW. Buyer agrees it cannot cancel any Order for Special-Order Product. If Buyer cancels an Order for Special-Order Product and Seller agrees to such cancellation, Buyer shall pay or

reimburse Seller the purchase price of the Special-Order Products plus any associated cancellation fees. Seller may, in its discretion, require a non-refundable deposit for any Special-Order Product ordered by Buyer.

4. **SERVICES.** The Services requested by Buyer shall be specified in an Order or SOW. When applicable, Buyer shall provide Seller with sufficient, free, safe and timely access to its premises and/or system as required to provide the Services. Buyer warrants that the premises where the Services will be performed will comply with all applicable federal, state and local occupational safety, welfare and health standards, rules, and regulations. Buyer agrees to ensure, so far as is reasonably practicable, the health, safety and welfare of Seller's personnel when on Buyer's premises including, but not limited to providing and maintaining premises and systems that are, so far as is reasonably practicable; safe and without risks to health. If Seller uses subcontractors, Seller will be solely responsible for ensuring that they comply with their respective contractual requirements. Buyer shall not supervise or direct the performance of any Seller subcontractors. If Seller's performance of any of its obligations is prevented or delayed by Buyer: (a) Seller shall, without limiting its other rights or remedies under these Terms or as otherwise provided by law or equity, have the right to suspend or terminate performance of the Services; and (b) Buyer shall be liable for any costs and expenses sustained or incurred by Seller as a result thereof. Without limiting the foregoing, completion times referenced in an Order or SOW are only estimates.

5. **PRICE.** Prices on Seller's website, catalogs or in Seller quotes are subject to change without notice. Unless otherwise extended in writing by Seller, all prices on a Seller quote will expire and become invalid upon the expiration date stated therein, provided however, Seller reserves the right to update its quote or price in the event of an increase in tariffs, levies, duties, freight or importation cost, supplier pricing, or a material exchange rate fluctuation. In such event, Seller will provide an updated quote or price and will not ship Product or provide Software or Services until Buyer receives an Order with the correct price. Any manifest errors are not binding on Seller. Buyer is liable for applicable transaction taxes, including sales, use, and value-added taxes, goods and services taxes, duties, customs, tariffs, and other government-imposed transactional charges however designated (and any related interest or penalty) on amounts payable by Buyer (collectively, "Transaction Taxes"), regardless of when such Transaction Taxes are levied or imposed. Such Transaction Taxes shall be due whether or not included on the invoice, Order or SOW. Buyer shall provide Seller with proof of exemption from Transaction Taxes at least fifteen (15) business days before the invoice due date.

6. **PAYMENT.** (a) Payment for Products, Software and Services must be made (i) in the currency identified in the invoice or in its equivalent as specified in writing by Seller, and (ii) by check or wire transfer or any other means specified by Seller, at its sole discretion. Buyer shall pay any Seller invoice within thirty (30) days from invoice date without any right to offset, counterclaim, holdback or deduction. Buyer must provide notice of any payment dispute within ten (10) days of the date of the invoice or Buyer waives any right to dispute such invoice; however, any such dispute shall not delay timely payment to Seller. Seller reserves the right to require guarantees, security or payment in advance of shipment from Buyer. In the event Buyer fails to pay the total sums due on an invoice by the due date or if an Insolvency Event (as defined in section 15.4 below) occurs, the entire outstanding balance due to Seller on all invoices shall be accelerated and become due in full immediately and the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to suspend performance of any outstanding Orders or SOWs and to recover reasonable attorneys' fees and/or other expenses incurred collecting all outstanding sums from Buyer or otherwise enforcing or successfully defending these Terms. Seller may set off any amount due from Buyer from any amounts due to Buyer. Seller reserves the right to convert any payment into electronic funds at its discretion. (b) If Seller extends business credit to Buyer under an Application, then Seller's Business Credit Terms published at www.wesco.com/termsofsale, as amended from time-to-time, shall apply and are expressly incorporated herein by reference.

7. **SHIPPING.** Unless otherwise agreed to in writing, (i) all Product shipments shall be FOB shipping point, and (ii) Seller may, in its sole discretion, use any commercial carriers and method and route of

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- transportation for shipment of the Products. Buyer shall be responsible for shipping charges, including all applicable freight, shipping, insurance and handling charges, unless otherwise agreed to in writing. Title to and risk of loss of the Products passes to Buyer upon transfer to the carrier at the shipping point. Software may be delivered electronically. Shipping dates or other applicable performance dates are estimated on the basis of prompt receipt of the Order and all information, drawings and approvals required to be furnished by Buyer. In the event Buyer, verbally or in writing, confirms a delivery date with Seller but subsequently suspends the Order or is unable to accept delivery, Buyer shall reimburse Seller for all costs and expenses Seller incurs as a result thereof, including, but not limited to, reasonable storage costs. No delay in the shipment or delivery of any Products relieves Buyer of its obligations under these Terms. Seller reserves the right to make partial shipments without liability or penalty. Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of an Order.
8. **ACCEPTANCE.** Buyer shall be deemed to have accepted the Products and Services unless written notice of rejection is given to the Seller within five (5) business days from date of delivery.
9. **RETURNS.** Product returns shall be made pursuant to Seller's Product Return Policy, published at www.wesco.com/termsofsale, as modified from time to time. Seller reserves the right to apply a re-stocking fees to any Product returns. Software cannot be returned without Seller's express prior written authorization.
10. **SHORTAGES.** Buyer shall submit all claims for shortages in writing to Seller within ten (10) days of receiving the Products; otherwise such claims will be deemed waived. Quantities are subject to normal manufacturer allowances. In the case of wires and cables, such allowances are plus 10% and minus 5%.
11. **RECOMMENDATIONS.** Buyer acknowledges and agrees that any drawings, designs, suggestions, recommendations, or advice as to any products, software, or services including installation or use recommendations (collectively, "Recommendations") are provided "as is" and are for informational and conceptual purposes only. Buyer acknowledges that in the event it follows any such Recommendations, it does so at its own risk and agrees that Seller will not be liable for any damage, claims, liabilities, or losses suffered by Buyer or any third party, directly or indirectly, due to Buyer following any Recommendations. Any legal or regulatory compliance obligations shall remain Buyer's sole responsibility, and nothing herein is intended to shift any such burden from Buyer to Seller.
12. **WARRANTY.**
- 12.1. **Product and Software Warranty.** Seller is only a reseller of Products and Software and shall transfer and assign to Buyer any and all transferable warranties made to Seller by the manufacturer of the Products and Software. Unless otherwise specified in a writing signed by Seller, Seller provides no independent warranty for any Products and Software. Buyer's sole and exclusive remedy for any alleged non-conforming part, defect, failure, inadequacy, or breach of any warranty related to Products and Software (collectively, "Defects") shall be limited to those warranties and remedies provided by the manufacturers or licensor thereof. Seller is not responsible for obtaining or paying for access to, or uninstalling, installed Products, delivering replacement Products to the installation site, or installing replacement Products. Seller's obligations under this Section 12.1 will be void unless Buyer provides Seller with notice of the Defect within 30 days of the date Buyer discovered or should have discovered the Defect. Buyer shall contact Seller prior to contacting the manufacturer or licensor. In the event Buyer provides notice of a Defect to the manufacturer or licensor, Buyer shall immediately notify and engage Seller on any and all discussions and actions to be taken with such manufacturer. Seller DOES NOT WARRANT that the Software will be free from errors or defects, will meet Buyer's needs, or will operate without interruption. Seller DOES NOT WARRANT that the Software will provide fail-safe performance when used in hazardous environments, including any application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage. If Seller supplies any Products and Software which include open source software, Seller is not liable for defects in title or quality of the information, software or documentation, or for ensuring that it is correct, accurate, free of third-party property rights and copyrights, complete and/or usable.
- 12.2. **Private Label Product Warranty.** Solely as it pertains to those Products with the brands comCables, NORTHERN Video, and General Lock (collectively "Private Label Products"), Seller warrants that the Private Label Products are new and are free from defects in material and workmanship under normal use and conditions for a period of one (1) year from the original invoice date. If the Private Label Products fail to conform with the foregoing warranty during the warranty period, Buyer shall promptly notify Seller and Seller will, at its option and as Buyer's sole and exclusive remedy, either (i) repair or replace the defective Private Label Products; or (ii) refund to Buyer the amount paid for the defective Private Label Products.
- 12.3. **Services Warranty.** Seller warrants that the Services it provides will be performed in a professional manner consistent with relevant industry standards. Provided Buyer notifies Seller in writing and in sufficient detail of a breach of the Services warranty in this section 12.3 within fifteen (15) days after provision of the non-conforming Services, Seller will, at its option, (a) re-perform the Services at no additional cost to Buyer or (b) credit Buyer the fees actually paid to Seller associated with the non-conforming Services. This is Buyer's sole and exclusive remedy, and Seller's sole and exclusive liability, with respect to any breach of warranty relating to the Services it provides. This Services warranty is personal to Buyer and may not be assigned, transferred or passed-through to any third party.
- 12.4. **Forfeiture of Warranty.** The warranties described herein do not cover wear and tear and shall be ineffective and not apply to those Products, Software and Services that have been subjected to misuse, abuse, neglect, accident, damage, improper installation, unauthorized modification, or improper maintenance or repair, including, but not limited to, use not in accordance with the manufacturer's or other provider's specifications, license or instructions.
- 12.5. **Buyer's Information.** Buyer acknowledges and agrees that, in performing its obligations under these Terms, Seller will rely upon the accuracy and completeness of the information and documentation Buyer provides, and that Seller's performance is dependent on Buyer's provision of complete and accurate information and data. It is Buyer's responsibility to ensure that the Products, Software, and Services are the ones that it has requested and that all specifications and quantities are correct.
- 12.6. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND EXCLUDES, AND BUYER WAIVES, ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST REDHIBITORY DEFECTS, CONFORMITY TO ANY REPRESENTATION, DESCRIPTION, OR SPECIFICATION, PERFORMANCE, NON-INFRINGEMENT, AND OF ANY OTHER TYPE, REGARDLESS OF WHETHER ARISING BY LAW (STATUTORY OR OTHERWISE), COURSE OF PERFORMANCE, COURSE OF DEALING, OR ANY OTHER LEGAL OR EQUITABLE BASIS. IN THE EVENT DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED BY LAW, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE LESSER OF THE APPLICABLE WARRANTY PERIOD OR THE MINIMUM PERIOD REQUIRED BY LAW. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PRODUCTS, SOFTWARE, AND SERVICES ARE PROVIDED "AS IS" EXCEPT TO THE EXTENT THE MANUFACTURER OR LICENSOR HONORS ANY WARRANTY EXPRESSLY MADE BY IT.
13. **PROPRIETARY RIGHTS. LICENSE.**
- 13.1. **Intellectual Property Ownership.** Each party shall retain ownership of all right, title and interest in and to its pre-existing intellectual property, Confidential Information, materials and/or Deliverables. Buyer grants to Seller a fully paid-up, non-exclusive, non-assignable, non-transferable, non-sublicensable license to use Buyer Material to perform its obligations during the term of the applicable SOW or Order. Upon payment in full of the applicable fees, Seller grants Buyer a fully paid-up, limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, perpetual license to use and reproduce, for Buyer's own internal business operations, the Deliverables (and any Seller Materials solely as provided by Seller as part of the Deliverables). Services will not be interpreted as "work for hire".

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- 13.2. **Software License.** If applicable, Buyer shall be granted a limited license to use any Software strictly pursuant to the license agreement provided by the Product or Software manufacturer, and Buyer shall be bound by and comply with and ensure that its Customer complies with, at all times, any license terms pertaining to such Product or Software. If applicable, unless otherwise agreed to in writing, Software associated with a Product is licensed and not sold to Buyer. Buyer shall, and shall cause its Customer to (i) comply with any applicable laws, regulations, industry standards and third party rights in connection with its access to and use of the Software; (ii) accept and comply with all obligations contained in the license agreement provided by the Product or Software manufacturer; and (iii) use reasonable and diligent efforts pursuant to industry standards to protect and maintain user information collected by Buyer's applications, including personally-identifiable information, from unauthorized access or use. Buyer shall not, and Buyer shall instruct its Customer to not: (i) transfer, assign or sublicense the Software, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, subscription, hosting, or outsourcing the Software, except as specifically set forth herein; (ii) use the Software for any unauthorized purpose; (iii) attempt to create any derivative version thereof; (iv) remove or modify any marking or notice on or displayed through the Software or documentation; or (v) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form. In the event Software and/or Services are provided and accessed by Buyer through the internet at a website provided by Seller, Buyer acknowledges and agrees that Seller is not responsible for (i) Buyer's access to the internet, (ii) any breaches of security, interruptions and/or interceptions of information or communication through the internet, and (iii) changes or losses of data through the internet. Further, Buyer acknowledges that security of transmissions over the internet cannot be guaranteed.
14. **INDEMNIFICATION.**
- 14.1. **By Seller.** Seller hereby transfers any intellectual property indemnity from the manufacturer of Products, Software, and Services to Buyer. Seller's obligation to indemnify Buyer shall not be greater than the intellectual property indemnity provided by the manufacturer of such Products, Software, and Services and shall only apply if Buyer complies with section 14.3 herein. In the event of any such infringement claim, Seller shall, as Buyer's sole and exclusive remedy, and at Seller sole option: (i) procure for Buyer the right to continue using the affected Products, Software or Services; (ii) replace the affected Products, Software, or Services with non-infringing Products, Software or Services; (iii) modify the affected Products, Software, or Services so they are non-infringing; or (iv) if fees were paid in advance, refund any prepaid fees associated with the affected Products, Software, or Services. Seller's indemnification obligation does not apply if (a) Seller followed Buyer's specifications, instructions or designs relating to the Products, Software or Services; (b) Buyer continued to use the Products, Software or Services after Seller informed Buyer of modifications required to avoid infringement; or (c) the alleged infringement results from Buyer's misuse, modification or enhancement of the Products, Software, and/or Services, whatever the case may be, or from the use of such in combination with other products not provided or approved by Seller.
- 14.2. **By Buyer.** Buyer shall indemnify and defend Seller and its affiliates, directors, officers, affiliates, employees, agents, successors, and permitted assigns ("Indemnitees") against any claims, demands, damages, liabilities and expenses (including court costs and reasonable attorneys' fees) that Indemnitees incur as a result of or in connection with: (a) any third-party claims arising from Buyer's: (i) failure to obtain any consent, authorization or license required for Indemnitees' use of Buyer Materials; (ii) use of the Products, Software, or Services in any manner (e.g., solely or in combination) not expressly permitted by these Terms or the applicable license agreement or specifications provided by the Product and/or Software manufacturer or provider of Services; (iii) misuse, modifications, enhancements, or programming to the Products, Software, Services; (iv) breach of its obligations, representations, and warranties under these Terms; or (v) gross negligence or other act or omission in connection with the performance of its obligations under these Terms; (b) Indemnitees' compliance with any technology, designs, instructions or requirements, including any specifications provided by Buyer or a third party on Buyer's behalf; and (c) any reasonable costs and attorneys' fees and expenses required for Indemnitees to respond to a subpoena, court order or other official government inquiry regarding Buyer's use of the Products, Software, or Services.
- 14.3. **Notification.** The indemnified party shall: (i) provide prompt written notice to the indemnifying party; (ii) reasonably cooperate in connection with the defense or settlement of the claim, including providing all reasonable information and assistance at the indemnifying party's cost; and (iii) give the indemnifying party sole control over the defense and settlement of the claim, provided that any settlement of a claim shall not include a specific performance obligation or admission of liability by the indemnified party. Failure to provide timely notice that prejudices the indemnifying party shall relieve the indemnifying party of its obligations under these Terms to the extent the indemnifying party has been prejudiced and the failure to provide timely notice shall relieve the indemnifying party of any obligation to reimburse the indemnified party for its attorney's fees incurred prior to notification.
- 14.4. The foregoing indemnities are personal to Seller and Buyer and may not be transferred or assigned to anyone. This section 14 states the parties' exclusive remedies for any claims arising under sections 14.1 and 14.2, other than any remedies that may be available against third party manufacturers or providers of the Products, Software or Services.
15. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST REVENUE, DELAY DAMAGES, OR ANY OTHER SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY ON ANY CLAIM ARISING OUT OF OR CONNECTED WITH THESE TERMS OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS, SOFTWARE, OR SERVICES, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), MISREPRESENTATION, BREACH OF CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCTS, SOFTWARE, AND/OR SERVICES GIVING RISE TO THE CLAIM.
16. **TERMINATION AND SUSPENSION.**
- 16.1. In addition to and subject to Seller's rights set forth in section 6, in the event of any material breach of these Terms, Order, or SOW by either party, the non-breaching party may cancel the applicable Order or SOW by giving thirty (30) days' prior written notice thereof; unless the party in breach has cured the breach prior to the expiration of the thirty (30) day period.
- 16.2. In the event Seller or Buyer terminates an Order, Buyer shall not be entitled to any refund or credit of fees paid or payable hereunder. Buyer shall remain liable for Payment of invoices for Products and Software already delivered and Services already performed and for the fees and costs described in section 3 above, and payment of any manufacturer cancellation charges for unshipped items. In the event an Order is terminated, all licenses granted therein shall also terminate. Subject to the limitations and other provisions of these Terms, any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of these Terms.
- 16.3. In addition to any other remedies provided under these Terms or applicable law, Seller may exercise any reclamation rights and/or suspend or terminate an Order or SOW with immediate effect if Buyer: (i) fails to pay any amount owed to Seller when due; (ii) fails to comply with any of its obligations herein; (iii) experiences an adverse change in financial position or becomes a credit risk; or (iv) becomes insolvent, receivership, reorganization or assignment for the benefit of creditors, to the extent permissible under law (each, an "Insolvency Event").
17. **CONFIDENTIALITY.** The receiving party shall protect the disclosing party's Confidential Information with the same degree of care as the receiving party normally uses in the protection of its own Confidential Information, but in no case with any less degree than reasonable care. The receiving party shall not disclose to any third party any Confidential Information it receives from the disclosing party. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party; (iii) was known by

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the receiving party prior to its receipt without any breach of any confidentiality obligations; or (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information. If the receiving party becomes legally obligated to disclose any Confidential Information by subpoena, court order or other lawful government action, the receiving party may disclose the Confidential Information only to the extent so ordered and, to the extent permitted by law, after providing prompt written notification to the disclosing party of the pending disclosure. Neither party may use such Confidential Information in any way for any purpose, except as authorized under the Order or SOW. Either party may disclose Confidential Information to its auditors or attorneys under an obligation of confidentiality no less stringent, or Seller to its affiliates and/or third parties on a need-to-know basis to the extent necessary. If Seller offers to sell Buyer Products, Software, or Services from a specific manufacturer, Buyer shall not purchase such Products, Software, or Services directly from said manufacturer unless Seller provides prior written approval.

18. **COMPLIANCE WITH LAW.** Each party shall comply with all applicable laws, rules and regulations, including but not limited to, export and import, trade restrictions, FARs, anti-bribery and anti-corruption, anti-money laundering, anti-human trafficking and slavery, environmental protection, and health and safety. Products and Software may be subject to export controls under the laws, regulations, sanctions and/or directives of the United States and other countries, in which case, these Products and Software are only authorized for use (e.g., via a government-approved and issued export license, which Buyer must obtain) by the ultimate end-user in the destination identified in the transaction documents between Seller and Buyer. Buyer shall not sell, export, re-export or transfer, or cause a deemed export or re-export of the Products and Software (in their original form or after being incorporated into other items) to any county or person to which/whom sell, export, re-export or transfer (actual or deemed) is prohibited without first obtaining all required authorizations or licenses. To the extent permitted by law, Buyer shall indemnify and hold Seller harmless from any loss or damage arising from its violation of any such laws, rules, and regulations. Furthermore, Buyer shall not use, transfer or access any Products, Software, or Services for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the manufacturer and the U.S. government by regulation or specific license. If Seller receives notice that Buyer is or becomes identified as a sanctioned or restricted party under applicable law (including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List), Seller will not be obligated to perform any of its obligations under any Order or SOW. Equipment, systems, or services provided by Seller may incorporate, include, or use telecommunications equipment, systems, parts, components, elements, or services that have sourcing restrictions depending on the intended use under section 889 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. No. 115-232).
19. **PRIVACY.** Each party shall comply with all applicable laws governing the collection, use and disclosure of personal data (as defined by applicable domestic and international data protection laws) and must obtain any required consents with respect to the handling of personal data as required by law. Buyer acknowledges that Seller is headquartered in the United States and operates globally, and that data collected by Seller from Buyer in connection with these Terms may be transferred into and processed in the United States or other locations and expressly consents to such transfer and processing.
20. **FORCE MAJEURE.** Seller shall not be liable for any failure to perform its obligations under an Order or SOW resulting directly or indirectly from, or contributed to or by acts of God, acts of terrorism, civil or military authority, epidemic or pandemic, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure raw material or transportation facilities, hacking or other malicious attack, dissolution of the applicable manufacturer's business, acts or omissions of carriers, or any other circumstances beyond Seller's reasonable control.
21. **LAW. VENUE. [reserved].**

22. **RELATIONSHIP OF PARTIES.** The parties are independent contractors and expressly disclaim any partnership, franchise, joint venture, agency, employer/employee, fiduciary or other special relationship. A person who is not a party to an Order or SOW shall not have any benefit or rights under or in connection with either.
23. **GENERAL.** These Terms shall be construed and interpreted without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. No amendments, modifications, waivers, rescission or termination of these Terms can be made through the parties' course of dealings and no such change can be made except in writing and signed by authorized representatives of the parties. Failure by a party to exercise any right or remedy under these Terms shall not be deemed a waiver of such right or remedy unless in writing signed by the party, nor shall any waiver be implied from the acceptance of any payment. No waiver by a party of any right shall extend to or affect any other right, nor shall a waiver by a party of any breach extend to any subsequent breach. Buyer shall not assign an Order or SOW, by operation of law or otherwise, without the express written approval of Seller. Any attempt to assign or transfer all or any part of these Terms without first obtaining that written consent will be void or voidable, at Seller's election. Any provision of these Terms that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions shall remain in full force and effect. Buyer acknowledges that the terms or content of any hyperlinked document, as amended from time to time, are incorporated in these Terms by reference and that it is Buyer's responsibility to review the terms or content in the hyperlinks referenced. All notices under these Terms must be in writing (e.g., e-mail or physical mail) and addressed to the other party at its address set forth in the Order or SOW.

BOND

KNOW ALL MEN that we WESCO Distribution, Inc., Clayton, North Carolina

_____ of Clayton County of

Johnston State of North Carolina,

hereinafter called the Principal, and Atlantic Specialty Insurance Company,

Plymoth, Minnesota

hereinafter called the SURETY or SURETIES, are held and firmly bound unto the _____

Town of Huntersville, North Carolina

hereinafter called the Purchaser, in the sum of Six Hundred Ninety-Nine Thousand, One

Hundred Seventy-Eight and 84/100 - - - - - Dollars (\$ 699,178.84)

for payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written Agreement, dated the

_____ day of _____, 20____

entered into a contract of agreement with the Purchaser for Schedule I - Padmounted
Switchgear, Schedule II - Conductors, Schedule IV - Concrete/Fiberglass Products, and
Schedule V - Miscellaneous Material

a copy of which Agreement is hereto attached and made a part hereof:

NOW THEREFORE, the condition of this obligation is such, that if the Principal shall faithfully perform the said Contract on his, its, or their part, and satisfy all claims and demands incurred for the same and shall fully indemnify and save harmless the Purchaser from all cost and damage which the Purchaser may suffer by reason of failure to do so, and shall fully reimburse and repay the Purchaser all outlay and expense which the Purchaser may incur in making good any such default, and shall pay all persons who have Contracts directly with the Principal, or any sub-contractor of the said Principal for labor, or material, or both, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED AND SEALED, THIS the _____ day of _____,
20____.

WESCO DISTRIBUTION, INC.
CLAYTON, NORTH CAROLINA

Contractor-Principal

ATTEST:

By _____

Title _____

ATLANTIC SPECIALTY INSURANCE
COMPANY
PLYMOUTH MINNESOTA

Surety Company

ATTEST:

By _____

(INSTRUCTIONS)

Bonds must be executed by Surety Company authorized to do business in the State of Incorporation of the Purchaser, acknowledged before a Notary Public, and accompanied by Power-of-Attorney, or other authority.

SCHEDULE I
SPECIFICATIONS
FOR
PADMOUNTED SWITCHGEAR

THREE-PHASE PADMOUNTED FUSEABLE GEAR

This specification covers the electrical, mechanical and construction requirements of three-phase, padmounted gear.

The pad-mounted gear shall consist of a single self-supporting enclosure, containing interrupter switches and power fuses with the necessary accessory components, all completely factory-assembled and operationally checked. The interrupter switches and fuses shall be enclosed within an inner grounded steel compartment for electrical isolation and for protection from contamination. Switch terminals shall be equipped with bushings rated 600 amperes continuous, and fuse terminals and bus terminals shall be equipped with bushing wells rated 200 amperes continuous to provide for elbow connection. Bushings and bushing wells shall be mounted on the walls of the inner compartment and shall extend into termination compartments. Termination compartments shall be provided as follows: one for each three-phase switch, one for each three-phase set of fuses, and one for each three-phase set of bus terminals.

The ratings for the integrated pad-mounted gear shall be as designated below.

Kv, Nominal..	<u>14.4</u>
Kv, Maximum.	<u>17.0</u>
Kv, BIL.	<u>95</u>
Main Bus Continuous, Amperes.	<u>600</u>
Three-Pole Interrupter Switches	
Continuous, Amperes.	<u>600</u>
Load Dropping, Amperes.	<u>600</u>
Two-Time Duty-Cycle Fault-Closing, Amperes Rms Asymmetrical.	<u>22,400</u>
Fuses Maximum, Amperes.	<u>65E</u>
Short-Circuit Ratings	
Amperes Rms Symmetrical.	<u>14,000</u>
Mva Three-Phase Symmetrical at Rated Nominal Voltage.	<u>350</u>

The momentary and two-time duty-cycle fault-closing ratings of switches, momentary rating of bus, and interrupting ratings of fuses shall equal or exceed the short-circuit ratings of the pad-mounted gear.

Certification of Ratings

- (a) The manufacturer of the pad-mounted gear shall be completely and solely responsible for the performance of the basic switch and fuse components as well as the complete integrated assembly as rated.
- (b) The manufacturer shall furnish, upon request, certification of ratings of the basic switch and fuse components and/or the integrated pad-mounted gear assembly consisting of the switch and fuse components in combination with the enclosure.

Compliance with Standards and Codes

The pad-mounted gear shall conform to or exceed the applicable requirements of the following standards and codes:

- (a) All portions of ANSI C57.12.28, covering enclosure integrity for pad-mounted equipment.
- (b) Article 710-21(e) in the National Electrical Code, which specifies that the interrupter switches in combination with power fuses shall safely withstand the effects of closing, carrying, and interrupting all possible currents up to the assigned maximum short-circuit rating.
- (c) All portions of ANSI, IEEE, and NEMA standards applicable to the basic switch and fuse components.

Enclosure Design

- (a) To ensure a completely coordinated design, the pad-mounted gear shall be constructed in accordance with the minimum construction specifications of the fuse and/or switch manufacturer to provide adequate electrical clearances.
- (b) In establishing the requirements for the enclosure design, consideration shall be given to all relevant factors such as controlled access, tamper resistance, corrosion resistance, and resistance to entry of foliage, animals, and airborne contaminants.

Insulators

The interrupter-switch and fuse-mounting insulators shall be of a cycloaliphatic epoxy resin system with characteristics and restrictions as follows:

- (a) Operating experience of at least 15 years under similar conditions.
- (b) Adequate leakage distance established by test per IEC Publication 507, First Edition, 1975.
- (c) Adequate strength for short-circuit stress established by test.
- (d) Conformance with applicable ANSI standards.
- (e) Homogeneity of the cycloaliphatic epoxy resin throughout each insulator to provide maximum resistance to power arcs. Ablation due to high temperatures from power arcs shall continuously expose more material of the same composition and properties so that no change in mechanical or electrical characteristics takes place because of arc-induced ablation. Furthermore, any surface damage to insulators during installation or maintenance of the pad-mounted gear shall expose material of the same composition and properties so that insulators with minor surface damage need not be replaced.

High-Voltage Bus

- (a) Bus and interconnections shall consist of aluminum bar of 56% IACS conductivity.
- (b) Bus and interconnections shall withstand the stresses associated with short-circuit currents up through the maximum rating of the pad-mounted gear.
- (c) Bolted aluminum-to-aluminum connections shall be made with a suitable number of galvanized steel bolts and with two Belleville spring washers per bolt, one under the bolt head and one under the nut. Bolts shall be tightened to 50 foot-pounds torque.
- (d) Before installation of the bus, all electrical contact surfaces shall first be prepared by machine abrading to remove any aluminum-oxide film. Immediately after this operation, the electrical contact surfaces shall be coated with a uniform coating of an oxide inhibitor and sealant.

- (e) Tie bus, where furnished, shall consist of continuous, one-piece sections of aluminum bar with no intermediate splices. Flexible braid or cable shall not be used.

Provisions for Grounding

- (a) A ground-connection pad shall be provided in each termination compartment of the pad-mounted gear.
- (b) The ground-connection pad shall be constructed of 1/4" thick steel, which shall be nickel plated and welded to the enclosure, and shall have a short-circuit rating equal to that of the pad-mounted gear.
- (c) Ground-connection pads shall be coated with a uniform coating of an oxide inhibitor and sealant prior to shipment.
- (d) A 3/8" diameter copper rod connected to the ground-connection pad shall be provided in each termination compartment for switches and each termination compartment for bus. The rod shall extend across the full width of each compartment to allow convenient grounding of cable concentric neutrals and accessories, and shall have a short-circuit rating equal to that of the pad-mounted gear.
- (e) Continuous copper ground bus shall be provided across the full width of each termination compartment for fuses. For each fuse mounting, there shall be a ground ring made of 3/8" diameter copper rod bolted to the ground bus and placed to allow convenient grounding of cable concentric neutrals and accessories. Ground rings and bus shall have a short-circuit rating equal to that of the pad-mounted gear.

Bushings and Bushing Wells

- (a) Bushings and bushing wells shall conform to ANSI/IEEE Standard 386 (ANSI Standard C119.2).
- (b) Bushings and bushing wells shall be of a cycloaliphatic epoxy resin system with characteristics and restrictions as follows:
 - (1) Operating experience of at least 10 years under similar conditions.
 - (2) Adequate leakage distance for in-air application established by test per IEC Publication 507, First Edition, 1975.

- (3) Adequate strength for short-circuit stress established by test.
 - (4) Conformance with applicable ANSI standards.
 - (5) Homogeneity of the cycloaliphatic epoxy resin throughout each bushing or bushing well to provide maximum resistance to power arcs. Ablation due to high temperatures from power arcs shall continuously expose more material of the same composition and properties so that no change in mechanical or electrical characteristics takes place because of arc-induced ablation.
- (c) Bushings and bushing wells shall be mounted in such a way that the semiconductive coating is solidly grounded to the enclosure.
 - (d) Bushings rated 600 amperes continuous shall have a removable threaded stud so that the bushings are compatible with all 600-ampere elbow systems—those requiring a threaded stud as well as those that do not.

Termination Compartments

- (a) Termination compartments for switches shall have bushings, and termination compartments for fuses shall have bushing wells to permit connection of elbows. The bushings and bushing wells shall be mounted on the interior walls at a minimum height of 33 inches above the enclosure base.
- (b) Termination compartments for bus shall have bushing wells to permit connection of elbows. The bushing wells shall be mounted on the interior walls at a minimum height of 25 inches above the enclosure base.
- (c) Termination compartments for bushings rated 600 amperes continuous shall be of an adequate depth to accommodate two 600-ampere elbows mounted piggyback, encapsulated surge arresters or grounding elbows mounted on 600-ampere elbows having 200-ampere interfaces, or other similar accessory combinations without the need for an enclosure extension.
- (d) Termination compartments for bushing wells rated 200 amperes continuous shall be of an adequate depth to accommodate 200-ampere elbows mounted on portable feedthrus or standoff insulators, or other similar accessory combinations without the need for an enclosure extension.

- (e) Termination compartments shall be provided with one parking stand for each bushing or bushing well. The parking stand shall be located immediately adjacent to the associated bushing or bushing well and shall accommodate standard feedthrus and standoff insulators, and other similar accessories.
- (f) Each termination compartment for a switch shall be equipped with a viewing window to allow visual inspection of interrupter switch blades to allow positive verification of switch position.
- (g) Each termination compartment for a set of fuses shall be equipped with a set of viewing windows to allow visual inspection of blown-fuse indicators.

Enclosure

- (a) The pad-mounted gear enclosure shall be of unitized monocoque (not structural-frame-and-bolted-sheet) construction to maximize strength, minimize weight, and inhibit corrosion.
- (b) The basic material shall be 11-gauge hot-rolled, pickled and oiled steel sheet.
- (c) All structural joints and butt joints shall be welded, and the external seams shall be ground flush and smooth. The gas-metal-arc welding process shall be employed to eliminate alkaline residues and to minimize distortion and spatter.
- (d) To guard against unauthorized or inadvertent entry, enclosure construction shall not utilize any externally accessible hardware.
- (e) The base shall consist of continuous 90-degree flanges, turned inward and welded at the corners, for bolting to the concrete pad.
- (f) The door openings shall have 90-degree flanges, facing outward, that shall provide strength and rigidity as well as deep overlapping between doors and door openings to guard against water entry.
- (g) Gasketing between the roof and the enclosure shall guard against entry of water and airborne contaminants and shall discourage tampering or insertion of foreign objects.
- (h) A heavy coat of insulating "no-drip" compound shall be applied to the inside surface of the roof to minimize condensation of moisture thereon.

- (i) Each compartment shall have a hinged roof for additional cable pulling access. Hinges shall be designed to prevent water entry.
- (j) An internal steel-enclosed compartment shall encase the interrupter switches and fuses for electrical isolation and protection from contamination. The compartment shall have a galvanized steel sheet floor to exclude foliage and animals. The floor shall have screened drain vents to allow drainage if the enclosure is flooded. The top of this compartment shall be gasketed to provide sealing with the enclosure roof.
- (k) Insulating barriers of NEMA GPO3-grade fiberglass-reinforced polyester shall be provided for each interrupter switch where required to achieve BIL ratings. Additional insulating barriers of the same material shall isolate the tie bus (where furnished).
- (l) Full-length steel barriers shall separate adjoining termination compartments.
- (m) Lifting tabs shall be removable. Sockets for the lifting-tab bolts shall be blind-tapped. A resilient material shall be placed between the lifting tabs and the enclosure to help prevent corrosion by protecting the finish against scratching by the tabs. To further preclude corrosion, this material shall be closed-cell to prevent moisture from being absorbed and held between the tabs and the enclosure in the event that lifting tabs are not removed.
- (n) The enclosure shall be provided with an instruction manual holder.

Doors

- (a) Doors shall be constructed of 11-gauge hot-rolled, pickled and oiled steel sheet.
- (b) Door-edge flanges shall overlap with door-opening flanges to discourage tampering or insertion of foreign objects.
- (c) Doors shall have a minimum of two extruded-aluminum hinges with stainless-steel hinge pins, and interlocking extruded-aluminum hinge supports for the full length of the door to provide strength, security, and corrosion resistance. Mounting hardware shall be stainless steel or zinc-nickel-plated steel, and shall not be externally accessible to guard against tampering.
- (d) Doors shall be hinged at the sides to swing open with minimum effort. Doors hinged at the top requiring significant effort to lift open shall not be allowed.

- (e) In consideration of controlled access and tamper resistance, each door (or set of double doors) shall be equipped with an automatic three-point latching mechanism.
 - (1) The latching mechanism shall be spring loaded, and shall latch automatically when the door is closed. All latch points shall latch at the same time to preclude partial latching.
 - (2) A pentahead socket wrench or tool shall be required to actuate the mechanism to unlatch the door and, in the same motion, recharge the spring for the next closing operation.
 - (3) The latching mechanism shall have provisions for padlocking that incorporate a means to protect the padlock shackle from tampering and that shall be coordinated with the latches such that:
 - (i) It shall not be possible to unlatch the mechanism until the padlock is removed, and
 - (ii) It shall not be possible to insert the padlock until the mechanism is completely latched closed.
- (f) Doors providing access to solid-material power fuses shall have provisions to store spare fuse units or refill units.
- (g) Each door shall be provided with a zinc-nickel-plated steel door holder located above the door opening. The holder shall be hidden from view when the door is closed, and it shall not be possible for the holder to swing inside the enclosure.

Finish

- (a) Full coverage at joints and blind areas shall be achieved by processing enclosures independently of components such as doors and roofs before assembly into the unitized structures.
- (b) All exterior seams shall be filled and sanded smooth for neat appearance.
- (c) To remove oils and dirt, to form a chemically and anodically neutral conversion coating to improve the finish-to-metal bond, and to retard underfilm propagation of corrosion, all surfaces shall undergo a thorough pretreatment process comprised of a fully automated system of cleaning, rinsing, phosphatizing, sealing, drying, and cooling before any protective coatings are applied. By utilizing an automated pretreatment process, the enclosure shall receive a highly

consistent thorough treatment, eliminating fluctuations in reaction time, reaction temperature, and chemical concentrations.

- (d) After pretreatment, protective coatings shall be applied that shall help resist corrosion and protect the steel enclosure. To establish the capability to resist corrosion and protect the enclosure, representative test specimens coated by the enclosure manufacturer's finishing system shall satisfactorily pass the following tests:
 - (1) 4000 hours of exposure to salt-spray testing per ASTM B 117 with:
 - (i) Underfilm corrosion not to extend more than 1/32" from the scribe as evaluated per ASTM D 1645, Procedure A, Method 2 (scraping); and
 - (ii) Loss of adhesion from bare metal not to extend more than 1/8" from the scribe.
 - (2) 1000 hours of humidity testing per ASTM D 4585 using the Cleveland Condensing Type Humidity Cabinet with no blistering as evaluated per ASTM D 714.
 - (3) 500 hours of accelerated weathering testing per ASTM G 53 using lamp UVB-313 with no chalking as evaluated per ASTM D 659, and no more than 10% reduction of gloss as evaluated per ASTM D 523.
 - (4) Crosshatch adhesion testing per ASTM D 3359 Method B with no loss of finish.
 - (5) 160-inch-pound impact adhesion testing per ASTM D 2794 with no chipping or cracking.
 - (6) Oil resistance testing consisting of a 72-hour immersion bath in mineral oil with no shift in color, no streaking, no blistering, and no loss of hardness.
 - (7) 3000 cycles of abrasion testing per ASTM 4060 with no penetration to the substrate.

Certified test abstracts substantiating the above capabilities shall be furnished upon request.

- (e) After the finishing system has been properly applied and cured, welds along the enclosure bottom flange shall be coated with a wax-based anticorrosion moisture barrier to give these areas added corrosion resistance.

- (f) A resilient closed-cell material, such as PVC gasket, shall be applied to the entire underside of the enclosure bottom flange to protect the finish on this surface from scratching during handling and installation. This material shall isolate the bottom flange from the alkalinity of a concrete foundation to help protect against corrosive attack.
- (g) After the enclosure is completely assembled and the components (switches, fuses, bus, etc.) are installed, the finish shall be inspected for scuffs and scratches. Blemishes shall be touched up by hand to restore the protective integrity of the finish.
- (h) The finish shall be olive green, Munsell 7GY3.29/1.5.

To guard against corrosion, all hardware (including door fittings, fasteners, etc.), all operating-mechanism parts, and other parts subject to abrasive action from mechanical motion shall be of either nonferrous materials, or galvanized or zinc-nickel-plated ferrous materials. Cadmium-plated ferrous parts shall not be used.

Interrupter Switches

- (a) Interrupter switches shall be enclosed in an inner steel compartment and shall be provided with bushings rated 600 amperes continuous to permit connection of elbows external to the switch compartment.
- (b) Interrupter switches shall have a two-time duty-cycle fault-closing rating equal to or exceeding the short-circuit rating of the pad-mounted gear. These ratings define the ability to close the interrupter switch twice against a three-phase fault with asymmetrical current in at least one phase equal to the rated value, with the switch remaining operable and able to carry and interrupt rated current. Tests substantiating these ratings shall be performed at maximum voltage with current applied for at least 10 cycles. Certified test abstracts establishing such ratings shall be furnished upon request.
- (c) Interrupter switches shall be operated by means of an externally accessible 3/4" hex switch-operating hub. The switch-operating hub shall be located within a recessed stainless-steel pocket mounted on the side of the pad-mounted gear enclosure and shall accommodate a 3/4" deep-socket wrench or a 3/4" shallow-socket wrench with extension. The switch-operating-hub pocket shall include a padlockable stainless-steel access cover that shall incorporate a hood to protect the padlock shackle from tampering. Stops shall be provided on the switch-operating hub to prevent overtravel and thereby guard against damage to the interrupter switch quick-make quick-break mechanism. Labels to indicate switch position shall be provided in the switch-operating-hub pocket.

- (d) Each interrupter switch shall be provided with a folding switch-operating handle. The switch-operating handle shall be secured to the inside of the switch-operating-hub pocket by a brass chain. The folded handle shall be stored behind the closed switch-operating-hub access cover.
- (e) Interrupter switches shall utilize a quick-make quick-break mechanism installed by the switch manufacturer. The quick-make quick-break mechanism shall be integrally mounted on the switch frame, and shall swiftly and positively open and close the interrupter switch independent of the switch-operating-hub speed.
- (f) Each interrupter switch shall be completely assembled and adjusted by the switch manufacturer on a single rigid mounting frame. The frame shall be of welded steel construction such that the frame intercepts the leakage path which parallels the open gap of the interrupter switch to positively isolate the load circuit when the interrupter switch is in the open position.
- (g) Interrupter switch contacts shall be backed up by stainless-steel springs to provide constant high contact pressure.
- (h) Interrupter switches shall be provided with a single blade per phase for circuit closing including fault closing, continuous current carrying, and circuit interrupting. Spring-loaded auxiliary blades shall not be permitted. Interrupter switch blade supports shall be permanently molded in place in a unified insulated shaft constructed of the same cycloaliphatic epoxy resin as the insulators.
- (i) Circuit interruption shall be accomplished by use of an interrupter which is positively and inherently sequenced with the blade position. It shall not be possible for the blade and interrupter to get out of sequence. Circuit interruption shall take place completely within the interrupter, with no external arc or flame. Any exhaust shall be vented in a controlled manner through a deionizing vent.
- (j) Mounting provisions shall be provided to accommodate one three-phase fault indicator with three single-phase sensors in each switch-termination compartment.
- (k) Each switch compartment shall also include three bushing wells rated 200 amperes continuous. The bushing wells shall be connected in series with the interrupter switch to facilitate installation of equipment such as arresters, test points, elbows, etc. Wells shall be suitable for installation of Owner furnished standard 200A inserts.

Fuses

(a) Solid-Material Power Fuses

- (1) Fuses shall be solid-material power fuses, and shall utilize refill-unit-and-holder or fuse-unit-and-end-fitting construction. The refill unit or fuse unit shall be readily replaceable and low in cost.
- (2) Fusible elements shall be nonaging and nondamageable so that it is unnecessary to replace unblown companion fuses on suspicion of damage following a fuse operation.
- (3) Fusible elements for refill units or fuse units rated 10 amperes or larger shall be helically coiled to avoid mechanical damage due to stresses from current surges.
- (4) Fusible elements, that carry continuous current, shall be supported in air to help prevent damage from current surges.
- (5) Each refill unit or fuse unit shall have a single fusible element to eliminate the possibility of unequal current sharing in parallel current paths.
- (6) Solid-material power fuses shall have melting time-current characteristics that are permanently accurate to within a maximum total tolerance of 10% in terms of current. Time-current characteristics shall be available which permit coordination with protective relays, automatic circuit reclosers, and other fuses.
- (7) Solid-material power fuses shall be capable of detecting and interrupting all faults whether large, medium, or small (down to minimum melting current), under all realistic conditions of circuitry, with line-to-line or line-to-ground voltage across the fuse, and shall be capable of handling the full range of transient recovery voltage severity associated with these faults.
- (8) All arcing accompanying operation of solid-material power fuses shall be contained within the fuse, and all arc products and gases evolved shall be effectively contained within the exhaust control device during fuse operation.

- (9) Solid-material power fuses shall be equipped with a blown-fuse indicator that shall provide visible evidence of fuse operation while installed in the fuse mounting.
- (b) Fuse mountings shall be enclosed in an inner steel compartment and shall be provided with bushing wells rated 200 amperes continuous for connections of 200A feed-thru inserts (Elastimold 1602A3R).
 - (1) Each fuse mounting shall be an integral part of a fuse handling mechanism that does not allow access to the fuse until the elbow for that fuse has been disconnected. To gain access to a fuse it shall be necessary to:
 - (i) Disconnect the elbow for that fuse and move it to the appropriate parking stand. Two parking stands shall be provided for each fuse.
 - (ii) Actuate a mechanical interlock to unlock the fuse-access panel. It must not be possible to disengage this interlock before the elbow is moved.
 - (iii) Unlatch and then pivot the fuse-access panel to electrically isolate the fuse so that it can be removed from the fuse mounting with a shotgun stick.
 - (2) The opening into the component compartment shall be covered by the fuse-access panel in both the open and closed positions to help prevent inadvertent access to high voltage.
 - (3) To protect the fuse-handling mechanism from corrosion, all mechanism parts shall be painted or made of corrosion-resistant materials, or otherwise be protected from corrosion. All latches and pivots shall be stainless steel or zinc-nickel-plated steel with nylon or plastic bushings.
 - (4) Cable guides shall be provided in each termination compartment for a set of fuses, to prevent cables from interfering with rotation of the fuse-access panel.
- (c) A fuse-storage feature shall be provided in one, source interrupter-switch compartment. Each fuse-storage feature shall provide space for storing three spare fuse holders or fuse units with end fittings for solid-material power fuses.

Hazard-Alerting Signs

- (a) All external doors shall be provided with "Warning—Keep Out—Hazardous Voltage Inside—Can Shock, Burn, or Cause Death" signs.
- (b) The inside of each door shall be provided with a "Danger—Hazardous Voltage—Failure to Follow These Instructions Will Likely Cause Shock, Burns, or Death" sign. The text shall further indicate that operating personnel must know and obey the employer's work rules, know the hazards involved, and use proper protective equipment and tools to work on this equipment.
- (c) Termination compartments shall be provided with "Danger—Keep Away—Hazardous Voltage—Will Shock, Burn, or Cause Death" signs.

Nameplates, Ratings Labels, and Connection Diagrams

- (a) The outside of each door (or set of double doors) shall be provided with a nameplate indicating the manufacturer's name, catalog number, model number, date of manufacture, and serial number.
- (b) The inside of each door (or set of double doors) shall be provided with a ratings label indicating the following: voltage ratings; main bus continuous rating; short-circuit ratings (amperes rms symmetrical and Mva three-phase symmetrical at rated nominal voltage); the type of fuse and its maximum ampere rating; and interrupter switch ratings including duty-cycle fault-closing and short-time (momentary, amperes rms asymmetrical and one-second, amperes rms symmetrical).
- (c) A three-line connection diagram showing interrupter switches, fuses, and bus along with the manufacturer's model number shall be provided on the inside of each door (or set of double doors), and on the inside of each switch-operating-hub access cover.

End fittings or holders, and fuse units, refill units, or interrupting modules and control modules for original installation, as well as one spare fuse unit, refill unit, or interrupting module for each fuse mounting shall be furnished.

Acceptable manufacturers for switchgear are S&C, Federal Pacific, Hubbell, and G&W. Other manufacturers must be approved in advance by Engineer.

Upon acceptance and execution of a contract, the successful Bidder shall, within six weeks, furnish for approval two (2) sets of drawings and instructions covering the physical size, weight, arrangement, dimensions, electrical characteristics, wiring diagrams and other pertinent

data for the gear. The Bidder shall also supply four (4) prints of the finally approved issue of each drawing for use in the field and for the Purchaser's records. The Bidder shall also supply four (4) sets of written instructions and renewal parts lists, suitably illustrated, covering the operation and maintenance of the equipment furnished.

Schedule I - Padmounted Switchgear:

<u>Qty</u>	<u>Description</u>	<u>Supplier/ Catalog No.</u>	<u>Delivery</u>	<u>Unit Price</u>	<u>Extended Price</u>
4	Type 9 Configuration	<u>615152R1-E1F1*</u>	<u>22-24 Wks. ARO</u>	\$ <u>22,347.40</u>	\$ <u>89,389.60</u>
*Unit price includes:				Subtotal	\$ <u>89,389.60</u>
6 - 3093-MEG S&C Power Fuse unit end fitting				Applicable NC Sales Tax	\$ <u>6,480.75</u>
6 - 612065-MEG SMU20 Fuse Unit				Total, Schedule I	\$ <u><u>95,870.34</u></u>

Per S&C Proposal Q-70763-1 attached



S&C ELECTRIC COMPANY

Excellence Through Innovation

Quotation

Quote #: Q-70763-2
Date: 07-SEP-2022
Expires On: 07-DEC-2022

Project Reference: PadMount Gear
for Town of
Huntersville, NC

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION SUBJECT TO THE TERMS AND CONDITIONS AS LISTED BELOW

QUOTE PREPARED BY	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Adam Hart	803-629-4588	adam.hart@wesco.com	Ground	Net 30 days

LINE	QTY	CATALOG NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
01	4	65152R1-E1F1	65152R1-E1F1--VOLTS: 14400 AMPERES: 600 --PAD-MOUNTED GEAR -- OUTDOOR PRIMARY DISTRIBUTION -- MANUAL MODEL PME-9	\$19849.00	\$79396.00
02	24	3093-MEG	S&C POWER FUSE - TYPE SME-20 INDOOR DISTRIBUTION - FUSE UNIT END FITTINGS (INCLUDING SILENCER) FOR USE WITH SMU-20	\$299.75	\$7194.00
03	24	612065 -MEG	612065 -MEG --KILOVOLTS: 14.4 AMPERES: 65 SPEED: 153-2 (E) SMU-20 POWER FUSE UNIT	\$116.65	\$2799.60
TOTAL:					\$89389.60

Safety has always been S&C's number one priority. Though S&C is still committed to serving our customers while maintaining appropriate health precautions, the impacts of COVID-19 cannot be reasonably determined at this time. This quote does not account for any potential adverse impacts COVID-19 may have on S&C's performance or obligations herein. In the event of any delays or adverse impacts, S&C reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind. By accepting this quote or issuing a purchase order for the quoted products and/or services, you agree to and accept these terms.

Ship Schedule

Lead-time for the quoted material is approximately 22-24 weeks after receipt of your formal purchase order. All shipping estimates are subject to prior sales of material and/or manufacturing capacity.

Terms and Conditions of Sale

This proposal is in accordance with S&C general terms and conditions of sales (S&C Price Sheets 150, 155, 156, 171, 172, 181, & 183); those applicable to this proposal are provided in the Appendix section. Prices quoted exclude any manufacturer's sales, use or other excise taxes or duties. Any such taxes which Seller is required to pay or collect will be invoiced to Buyer.

Links to the aforementioned Price Sheets may be found on our public website ([https://www.sandc.com/en/search?q="Price+Sheet"](https://www.sandc.com/en/search?q=))

Terms of Payment: Net 30

Terms of Delivery: F.O.B. Factory: Prices are F.O.B. common carrier shipment point, with seller's selection of transportation prepaid to common carrier delivery point nearest first destination on orders with net invoice value of \$5,000.00 or more. For orders with less than \$5,000.00 net value, prices are F.O.B. Common carrier shipment point, freight collect or prepaid and added to the invoice.

This quotation is valid for thirty (30) days from date of creation.

SCHEDULE II
SPECIFICATIONS
FOR
CONDUCTORS

15KV 750 MCM JACKETED CONCENTRIC NEUTRAL CABLE

This specification covers single conductor filled strand, thermosetting ethylene propylene rubber based, concentric neutral, encapsulating jacketed, longitudinally water blocked cables, for use on 60 cycle underground distribution systems.

These cables shall be capable of operating continuously in both wet or dry locations at a conductor temperature of 90° C and 130° C for normal and emergency operating conditions, respectively. The emergency operating temperature is applicable for 1500 hours cumulative during the life of the cable. Joint and termination limitations or cable environmental conditions may require the use of a lower emergency operating temperature. Under short circuit conditions, the conductor temperature shall not exceed 250° C.

The conductor shall be 750 MCM, stranded compressed 1350-H19 aluminum conductor, extruded semi-conducting thermosetting conductor shield, thermosetting ethylene propylene rubber (EPR) based insulation, extruded semi-conducting thermosetting insulation shield, longitudinally water blocked one third concentric annealed copper neutral, encapsulating polyethylene jacket.

Cable shall be in compliance with the latest edition of the following industry standards except where specifically noted:

AEIC CS6-87	"Specification for Ethylene Propylene Rubber Insulated Shielded Power Cables"
ICEA S-68-516 NEMA WC-8	"Ethylene Propylene Rubber Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy"
ICEA T-25-425	"Guide for establishing stability of resistivity for conducting polymeric components of power cables"
ASTM B-3	"Copper wire, soft or annealed"
ICEA T-32-645	"Guide for Establishing Compatibility of Sealed Conductor Filler Compound with Conducting Stress Control Material"
ASTM B-8	"Copper conductors, concentric-lay-stranded, hard, medium-hard, or soft."

ASTM B-230	"Aluminum Wire, EC-H19 for Electrical Purposes"
ASTM B-231	"Aluminum Conductors concentric-Lay-Stranded"
ASTM B-609	"Aluminum Wire, Annealed and Intermediate tempers for Electrical Purposes"

The conductor shall be stranded concentric compressed 1350-H19 aluminum strand in accordance with ASTM B-8.

The conductor shield shall consist of an extruded semi-conducting thermosetting compound applied over the conductor. This material shall be compatible with the conductor metal, free stripping from the stranded conductor, and shall be uniformly and firmly bonded to the overlying insulation. The thermal characteristics of the compound shall be equal to or better than those of the insulation. The thickness of the extruded conductor shield shall be 16 mils minimum and the minimum average shall be 20 mils.

The dc volume resistivity of the extruded conductor shield shall not exceed 100 ohm-meters at 90°C and 130°C when tested in accordance with ICEA publication T-25-425.

After air oven aging at 121° C for seven days, the extruded conductor shield shall exhibit a minimum elongation of 100% and shall have a brittleness temperature not higher than -10° C.

The contact area between the insulation and conductor shield shall not exhibit protrusions or irregularities which extend from the cylindrical surface of the conductor shield by more than 5 mils toward the insulation. Similarly, protrusions or irregularities shall not extend into the shield by more than 10 mils.

The insulation shall be high quality, heat, moisture, ozone and corona-resistant thermosetting ethylene propylene rubber based compound meeting the requirements of ICEA and AEIC CS6-87. It shall be contrasting in color from the extruded semi-conducting shields, and it shall meet the requirements of Paragraph 3.6.1 of ICEA Standard S-68-516 and Appendix B.

The insulation and shielding layers shall be extruded and cured in a single pass.

The minimum average thickness of the insulation shall be as shown below. The minimum thickness at any point shall not be less than 90% of 220 mils. The minimum breakdown voltage for AEIC CS6-87 insulation qualification testing on unaged samples shall be 620 V/mil.

The insulation shield shall consist of an extruded, semi-conducting thermosetting compound applied over the insulation. The thermosetting material shall be compatible with the insulation and the overlying metallic shield. The thermal characteristics of the compound shall be equal to or better than those of the insulation.

The thickness of the extruded insulation shield shall be in accordance with AEIC CS5-87 and the table below:

<u>OD Over Insulation (Inches)</u>	<u>INSULATION SHIELD THICKNESS (MILS)</u>		
	<u>Minimum Point</u>	<u>Maximum Point</u>	<u>Maximum Indent</u>
0-1.000	30	70	15
1.001-1.500	40	85	15
1.501-2.000	55	100	20
2.001- & Larger	55	115	20

NOTE: The minimum point does not apply to indented locations under the metallic shield.

The extruded insulation shield shall have a minimum elongation of 100% after air oven aging at 121° C for seven days and a brittleness temperature not higher than -10° C.

The dc volume resistivity of the extruded insulation shield shall not exceed 500 ohm-meters at 90° C and 110° C when tested in accordance with ICEA Publication T-25-425.

The contact area between the insulation and insulation shield shall not exhibit projections or irregularities which extend toward or away from the cylindrical insulation and insulation shield interface by more than 10 mils.

The insulation shield shall be free stripping from the insulation, and the tension necessary to remove the extruded insulation shall be 4 to 15 pounds when tested in accordance with paragraph C.3.1 of AEIC CS6-87. The shield shall strip cleanly from the insulation, leaving it free of any significant residue of semiconducting or other material, which would have to be removed before splicing or terminating.

Concentric wires shall be annealed copper wires meeting the requirements of ICEA No. S-66-524, Section 7.1.5.

A black, linear low density, high molecular weight insulating polyethylene jacket shall be extruded over the concentric neutral. The neutral wires shall be completely embedded with the jacket filling the spaces between adjacent wires. It shall comply with the physical requirements of Paragraph 4.4.6 of ICEA Standard S-68-516.

The jacket shall be free stripping from the insulation shield.

During jacketing the jacket shall be subjected to, and withstand, an alternating current spark test voltage between an electrode at the surface of the jacket and the metallic shield, for not less than 0.15 seconds.

Jacket thickness and ac spark test value shall be as shown on the following table. The minimum thickness of the jacket at any point shall be not less than 80 percent of the specified average thickness.

Calculated Diameter over neutral wires (inches)	Minimum Average Jacket Thickness Over Wires (mils)	ac Spark Test (kV)
0-1.500	50	4.5
1.501 & Larger	80	7.0

Jacket shall be marked by means of surface indented print with the following information at intervals of not more than 3 feet:

- 1) Manufacturer & plant of manufacture
- 2) Type and size of cable
- 3) Type of insulation, thickness and insulation level
- 4) Voltage rating
- 5) Year of manufacture

Test Requirements - The cable shall comply to all tests in AEIC No. 6.

When the stripping test in AEIC No. 6 is performed on the extruded insulation shielding, the tension required to remove ½ inch strips at room temperature shall be between a minimum of 4 pounds and a maximum of 20 pounds

In addition to the square cut one foot sample called for in the Dimensional Stability Test of AEIC No. 6, a one foot sample cut with cable cutters shall be used in the same test. This test shall be performed on each order of cable and the results listed on the test report.

A test shall be performed to determine the force required to pull the conductor from a three inch section of cable with one inch of insulation removed. This value, in pounds, shall be included in the test report. This test should be done for each master reel or each 10,000 feet of cable, which ever is greater.

A corona extinction test shall be performed after it is wound on the final shipping reel.

The power factor shall be measured and recorded for each order.

A certified test report shall be supplied on each order. This report shall include a statement that all tests and conditions of this specification have been met or exceeded and shall list the following:

- Type of semiconducting compound and supplier -
- Type of insulating compound and supplier -
- Power factor -
- Corona extinction level -
- Force to pull conductor from insulation in lbs. -
- Insulation resistance -

The test report shall be forwarded to the Town's Engineer, so as to arrive prior to shipment of the cable.

The cable shall be furnished in continuous lengths of the completed cable assembly on reels. The reels shall be constructed so as to allow reels to be easily picked up with a forklift. Reels are to be non-returnable and substantially constructed of good materials and shall afford proper protection to the cable during shipment.

Cable ends shall not extend beyond surface of the reel ends.

A watertight seal shall be applied to each end of the cable to prevent the entrance of moisture during transit or out-of-doors storage.

A durable label shall be securely attached to each flange of the reel. Each label shall indicate purchase order number, name of manufacturer, number of reel, description of cable, tare weight of reel, and the footage of cable on the reel, as well as the first and last sequential numbers printed on the jacket.

The supplier of the 15 KV cable shall warrant to Purchaser that the 15 KV cable as described in the specifications and in the bid or proposal shall be free under normal use and service from defects in materials and workmanship for a period of forty (40) years from the date the cable is received by the Purchaser. A copy of the warranty shall be attached with the supplier's bid.

Schedule II - Conductors

<u>Qty.</u>	<u>Description</u>	<u>Manufacturer/ Catalog #</u>	<u>Delivery</u>	<u>Unit Price</u>	<u>Extended Price</u>
20,000 Ft.	15KV 750 MCM Cable	<u>162-23-3096</u>	<u>July '23</u>	\$ <u>12.50</u>	\$ <u>250,000.00</u>
Subtotal					\$ <u>250,000.00</u>
Applicable NC Sales Tax					\$ <u>18,125.00</u>
Total, Schedule II					\$ <u><u>268,125.00</u></u>

Per quote 49-20694-006

Note: Estimated put up is 1,330' per reel, to be verified by vendor
at time of order.



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



9/07/2022

11111 CARMEL COMMONS
SUITE 140
CHARLOTTE NC 28226
TEL:704-542-1572 FAX:704-541-6183

OKONITE REFERENCE: **49-20694-008**

CUSTOMER
REFERENCE: TOWN OF HUNTERSVILLE

ITEM	QUANTITY	DESCRIPTION	NET WEIGHT 1000 FT	SHIP WEIGHT	PRICE PER FT
------	----------	-------------	--------------------------	----------------	-----------------

**OKONITE OFFERS OUR STANDARD WARRANTY LANGUAGE,
REMEDY AND LIMITATION OF LIABILITY FOR A PERIOD
OF FORTY (40) YEARS.**

001	20,000'	1/C 750 61X ALUMINUM FILLED STRAND -SS- 220 OKOGUARD EPR - 040 SC EPR - 16 X .0966 COPPER CONC WIRES (THIRD NEUTRAL) - 080 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV	2234	48581	\$12.50
-----	---------	---	------	-------	---------

METAL WEIGHT LBS PER 1000 FT:
COPPER 492 ALUMINUM 704

METAL BASE: (SEE BASIS IN ESCALATION SECTION)
COPPER 3.469000 ALUMINUM 1.313940

APPROX O.D. INCHES 1.952

OKONITE PRODUCT CODE: **162-23-3096**
CATALOG SECTION 2 SHEET 036

REELS:

12 @	1500 66X36X36 NR	(REEL WIDTH 42.5)
1 @	2000 72X48X36 NR	(REEL WIDTH 54.5)

SPECS:

SCHEDULE II SPECIFICATIONS FOR
CONDUCTORS

AVAILABILITY: INTO STOCK LATE AUGUST '23

CLARIFICATION

**AEIC CS6-96 AND ICEA S-68-516 ARE OUTDATED
STANDARDS. WE OFFER URO-J CABLE MANUFACTURED &
TESTED IN ACCORDANCE WITH CURRENT EDITIONS OF ICEA
S-94-649, ICEA S-97-682 AND AEIC CS8 (AEIC
CS8-20).**



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



WE QUOTE ALL THICKNESSES BASED ON CURRENT INDUSTRY STANDARDS WHICH NO LONGER REQUIRE A MINIMUM AVERAGE THICKNESS REQUIREMENT. THE ONLY REQUIREMENT IS THAT THICKNESS OF EXTRUDED SHIELDS, INSULATION & JACKETS MEET A MINIMUM POINT THICKNESS.

AC WITHSTAND AND PARTIAL DISCHARGE TESTING SHALL BE PERFORMED ON SHIPPING LENGTHS IN ACCORDANCE WITH ICEA S-94-649, S-97-682, AND/OR S-93-639, AS APPLICABLE.

EXCEPTION

WE OFFER OUR TRIPLE TANDEM STEAM CURE OKOGUARD EP IN LIEU OF TRIPLE EXTRUSION PROCESS.

WE OFFER OUR STANDARD URD CABLE DESIGN WITHOUT LONGITUDINALLY WATER BLOCKED CONCENTRIC NEUTRAL WIRES IN LIEU OF A LONGITUDINALLY WATER BLOCKING CABLE.

(MORE)

WE OFFER THE FOLLOWING CONCENTRIC NEUTRAL WHICH CONTAINS THE EQUIVALENT COPPER OF THE STANDARD 1/3 CONCENTRIC NEUTRAL (ICEA S-94-649, TABLE 6-3) WE OFFER 16 X .0966" CU WIRE NEUTRAL IN LIEU OF 15 X #10 AWG COPPER (ICEA) NEUTRAL.

WE OFFER OUR STANDARD OKOLENE PE JACKET IN LIEU OF A LOW DENSITY HIGH MOLECULAR WEIGHT PE JACKET.

=====

FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES WILL APPLY FOR LENGTHS 500 FEET OR LESS.

MINIMUM ORDER \$500

F.O.B. SHIPPING POINT

TERMS: NET 60 DAYS

LENGTH TOLERANCE: MINIMUM -0% MAXIMUM +05%

PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

STOCK ITEMS: SUBJECT TO PRIOR SALE.

* THE FOLLOWING HYPERLINKED FILE *
* OKONITE-TERMS-AND-CONDITIONS.PDF, *
* FORM PART OF THIS QUOTATION. *

THE OKONITE COMPANY
BY MIKE PARDUE



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



=====

ON SHIPMENTS 5,000 LBS. AND OVER, ORDINARY FREIGHT ALLOWED TO
DESTINATION (NEAREST FREIGHT STATION OR COMMON CARRIER DELIVERY
POINT) TO AND WITHIN ALL STATES EXCEPT ALASKA AND HAWAII.
SHIPMENTS TO THESE TWO STATES ARE FREIGHT ALLOWED TO PORT OF
EMBARKATION. ON SHIPMENTS OF LESS THAN 5,000 LBS. - NO FREIGHT
IS ALLOWED.

RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

(END OF QUOTATION)

SCHEDULE IV
SPECIFICATIONS
FOR
CONCRETE/FIBERGLASS PRODUCTS

ITEM A. SWITCHGEAR PAD

This specification covers the construction requirements for a precast box pad for the mounting of a three-phase four way padmounted switchgear.

The concrete box pad shall be fire retardant resin, chopped glass and roving glass reinforcement or a blend of high strength concrete, fiber and steel reinforced. Pad shall be non-ultraviolet degradable, non-corrosive, non-rusting with freeze-thaw and chemical resistance. Pad shall be resistant to gnawing animals. Hold down clamps shall be provided with the pad for secure mounting of the equipment. Clamps shall have a 5/8" x 1" oblong hold for adjustment flexibility. 1/2" x 1 1/2" bolts threaded into cast-in inserts shall be provided for equipment mounting. All hardware shall be commercial grade yellow zinc plated or stainless steel.

Upon acceptance and execution of a contract, the successful Bidder shall, within six weeks, furnish for approval two (2) sets of drawings and instructions covering the physical size, weight, arrangement, dimensions, and other pertinent data for the box pads. The Bidder shall also supply four (4) prints of the finally approved issue of each drawing for use in the field and for the Purchaser's records.

The switchgear box pad shall be Concast 74-76-36 or equal.

ITEM B. UNDERGROUND ENCLOSURE (VAULT w/Cover)

This specification describes requirements for furnishing an Enclosure to be buried and serve as an accessible location for power cable junctions. The enclosures shall consist of a Box and Cover, installed over aggregate.

Materials -

1.1 Box and Cover -

1.1.1 The Enclosures shall consist of a Base having an open top (the Box), with Cover. They shall be made from a lightweight, blended modern material, using fiberglass reinforcement, and shall be NON-CONCRETE/NON-STEEL. They shall be GREY IN COLOR. They shall use HEX-HEAD STAINLESS STEEL BOLTS. The PHYSICAL FEATURES AND THE NOMINAL SIZE AND DIMENSIONS for the Box and Cover, are shown on the Standards or the Design Details, and are listed below.

	<u>WIDTH</u>	<u>LENGTH</u>	<u>DEPTH</u>	<u>COVER LOGO</u>
JUNCTION BOX	48 inch	48 inch	48 inch	ELECTRIC

1.2 Design Load -

Enclosures shall be designed to meet or exceed the loading requirements for a tier 15 application per the Society of Cable Engineers (SCTE) ANSI/CTE 77-2007 "Specifications for Underground Engineer Integrity, Table - Test Loads."

Thus, enclosures shall be designed and tested for the following test loads: cover-vertical load 22,500 pounds distributed over a 10 inch x 10 inch area. Box - vertical load 22,500 pound distributed over a 5 inch x 10 inch. Box - lateral load of 1200 pounds per square foot. The Cover deflection shall be less than 0.5 inch; and the box deflection less than 0.25 in/ft of length.

1.3 Western Underground Committee (WUC) -

Using the above specified loads, the enclosures shall meet or exceed the WUC "Recommended Guide No. 3.6, Non-Concrete Enclosures". Structural Requirements shall include: Testing for Vertical Load on Cover, Vertical Load on Box; Lateral Load on Box. Further they shall meet WUC recommendations for: Accelerated Service per ASTM D-756; Chemical Resistance per ASTM D-543; Simulated Sunlight Resistance per ASTM G-53; plus Water Absorption; and Flammability. Covers shall be skid-resistant, with a minimum coefficient of friction of 0.50.

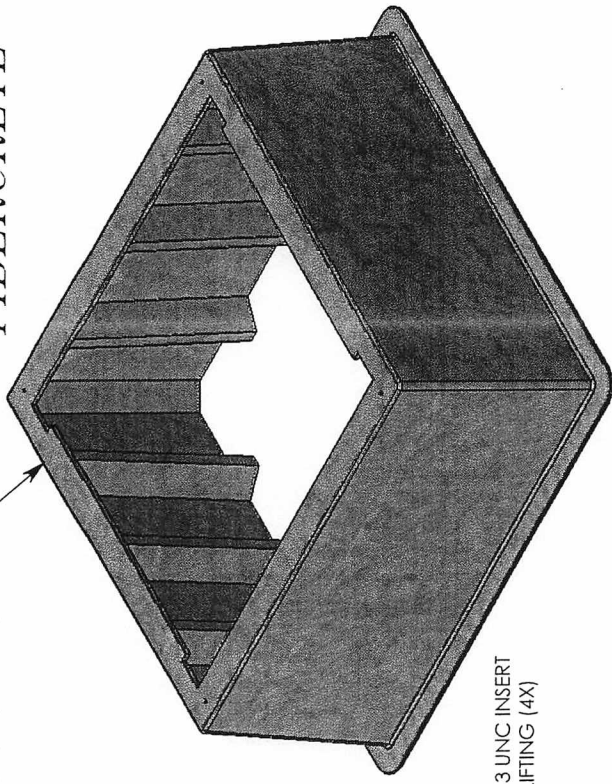
1.4 Underground Enclosure shall be listed as an "Approved Product" per the NCDOT, Oldcastle PHG484848HE004 or equal.

Schedule IV - Concrete/Fiberglass Products

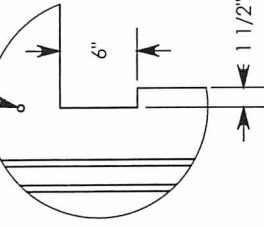
<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Manufacturer/ Catalog #</u>	<u>Delivery</u>	<u>Unit Price</u>	<u>Extended Price</u>
A	4	Switchgear Box Pad	FC-74-76-36-6264	10-11 wks	\$ 2000.00	\$ 8000.00
B	9	Underground Enclosure	PHG484848HE002X000	8-10 wks	3425.00	30825.00
Subtotal						\$ 38825.00
Applicable NC Sales Tax						\$ 2814.81
Total, Schedule IV						\$ 41639.81

FIBERCRETE®

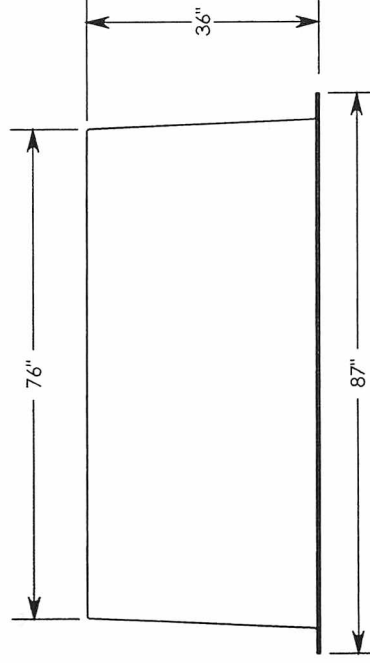
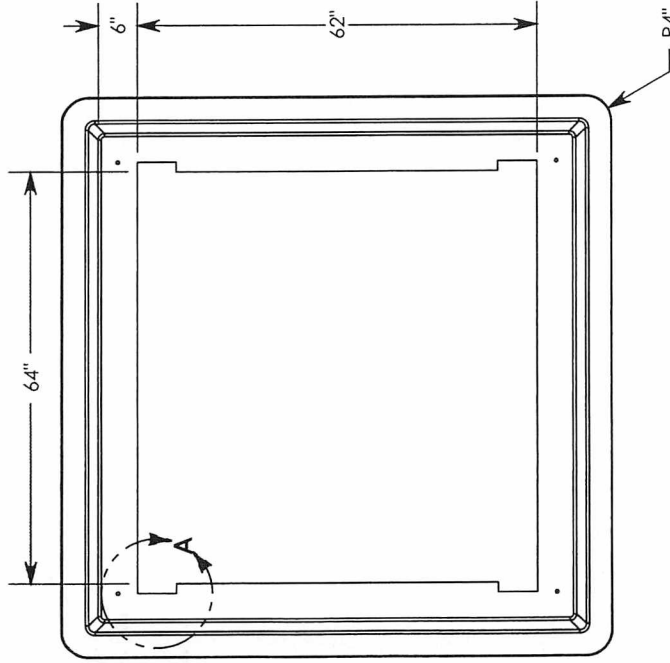
FIBER REINFORCED CONCRETE



Ø 1 1/2" - 13 UNC INSERT
FOR LIFTING (4X)



DETAIL A
SCALE 1 : 14



DRAWN BY: ROBIN FLINT

DATE: 11/12/2018

REVISION LEVEL: A

WEIGHT:

MATERIAL:

FIBERCRETE FC



1010 NORTH STAR DRIVE
P.O. BOX 69
ZUMBROTA, MN 55992-0069

DESCRIPTION:

FIBERCRETE PAD BOX

DIMENSIONS ARE IN INCHES

CONTACT INFORMATION:
EMAIL: INFO@CONCASTING.COM
PHONE: (507) 732-4095
FAX: (507) 732-4094

SHEET 1 OF 1

PART NUMBER:

FC-74-76-36-6264

SCHEDULE V

SPECIFICATIONS

FOR

MISCELLANEOUS ITEMS

<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Mfg./ Catalog No.</u>	<u>Mfg./Catalog No. Provided</u>	<u>Delivery</u>	<u>Unit Price</u>	<u>Extended Price</u>
A	20,000' 20 rls	Warning Tape	Brady 63013	ND6104R6	Stock	\$ 26.65	\$ 533.00
B	12	Rod, Ground, Copperweld 5/8" x 8'-0"	Erico 615883	615880	Stock	17.80	213.60
C	500'	#2 Bare Copper. SD 25 lbs. reels		4@ 125'spl	Stock	1600.00/m'	800.00
D	100	Compression Connector	Burndy YGHC2C2	YGHC2C2	1-2 wks	4.33/e	433.00
E	35,000'	3" SDR 13.5 HDPE Conduit, Red or Black w/Red Stripe, w/Tape	DuraLine	25 @ 1400'	18-20 W*	2.75	96,250.00
F	4596'	4" SDR 13.5 HDPE conduit, Red or Black w/Red Stripe, w/Tape	Duraline	6 @ 766'	18-20 w*	4.84	22,244.64
G	35,000'	3" Schedule 40 PVC Conduit in 20' sections w/coupling on one end	Southern Pipe	42530	1-2 wks	5.45/ft	190,750.00
H	100	3" Schedule 40 PVC Sweeping Elbow	Southern Pipe	42430	2-3 wks	34.37	3,437.00
I	100	3-1/2" Schedule 40 PVC Sweeping Elbow	Southern Pipe	42435	2-3 wks	45.00	4,500.00
J	100	3" Schedule 40 PVC Coupling, Long Barrel	Carlton	E941L	Stock	9.15	915.00
K	48 Quarts	Conduit Cement	Carlton VC9992	VC9962	Stock	18.50	888.00

***See Duraline quoted attached**

Subtotal	\$320,964.24
Applicable NC Sales Tax	\$ 23,269.91
Total, Schedule V	<u>\$344,234.15</u>



Dura-Line LLC
11400 Parkside Drive, Suite # 300
Knoxville, TN US 37934
Phone: (800) 847-7661
Fax: (865) 218-3461
www.duraline.com

Quote

To:

WESCO - RALEIGH 7884
334 ATKINSON STREET
CLAYTON, NC, 27520
USA

Ship To:

CITY OF HUNTERSVILLE

HUNTERSVILLE NC 28078
USA

Account: 101668

Number: 20348172

Date: 08/10/2022

Valid To Date: 09/09/2022

Job Name:

Contact:

Contact Name:

Contact Phone:

Quoted by : Joshua Gambrell

LN	QTY	PART NO.	DESCRIPTION	UOM	UNIT PRICE	EXTENSION
25	35000	2034817225	HDP300RSDR013SWBLKREDNPP12DSSR10 2X01400 3" /SDR-13.5 /Regular /Smooth-Wall /Black /Red /No Lube /1,250# Poly Tape /Ink Jet /Standard Print /Steel /SR 102x45 Wide /1,400 No. of Reels: 25 X 1400' Gross Weight: 47094.925 LB	FT	2.75/FT	\$96,250.00
30	4596	10000823	HDP400RSDR013SWBLKREDNPP12ASSR10 2X00766 4" /SDR-13.5 /Regular /Smooth-Wall /Black /Red /No Lube /1,250# Poly Tape /Hot Indent /Standard Print /Steel /SR 102x45 Wide /766 No. of Reels: 6 X 766' Gross Weight: 10352.118 LB	FT	4.84/FT	\$22,244.64

TOTAL: \$118,494.64

Order Comments

LEAD TIME IS 19-20 WEEKS ARO TO COMPLETE THE FIRST LOAD PLEASE NOTE
OTHERS WILL GO AS MADE

PRICING IS FIRM UNLESS PNI CHANGES BY + \$.05 AND CURRENT MARKET



Quote Number: 20348172

Page 1 of 2

CONDITIONS AT TIME OF SHIPMENT. AT THAT TIME, DURA-LINE RESERVES THE RIGHT TO ADJUST PRICING. PNI IS CURRENTLY AT \$.95

FOR A QUICKER AND MORE ACCURATE ORDER ENTRY PLEASE REFERENCE THE QUOTE# ON ALL ORDERS

FOR ALL ORDERS WHERE DURALINE IS PROVIDING SHIPPING A 48 HOUR LEAD TIME MUST BE PROVIDED TO ASSURE TIMELY DELIVERY

PLEASE PLAN ACCORDINGLY PER THE LEAD TIME QUOTED. WE WILL NOT BE ABLE TO HONOR ANY EXPEDITE REQUESTS

Terms & Conditions

FOB Origin: Sandersville, GA

Net: 30 Days 1%, 45 Days due net

Shipping method: Freight Allowed

Dura-Line Corporation is pleased to present this quotation. Any change in quantity or description could change pricing.

PRICES ARE VALID THROUGH 09/09/2022. Raw material prices can and do change over the quote period. If such an event occurs, Dura-Line Corporation reserves the right to adjust selling prices proportional to raw material cost changes.

All products are subject to Dura-Line Corporation standard product warranty for materials and workmanship. A copy of the warranty may be obtained at (800)847-7661 or www.duraline.com

Purchase Orders cannot be cancelled if the product is manufactured or in transit. Cable-In-Conduit Orders cannot be cancelled if wire is already been placed on order. Orders are subject to credit approval.

Standard minimum Order quantities are as noted: Conduit - \$250.00 purchase and Accessories - \$100.00 or 1 Case

\$\$\$\$ RECYCLE \$\$\$\$ REUSE \$\$\$\$ SAVE \$\$\$\$
Dura-Line Corporation buys back steel reels
CONTACT OUR REEL RETURN COORDINATOR
US - Call 800-847-7661 ext.15087 or 15031
Canada - Call 844-446-5589 ext.10207

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Michael Jaycocks, Director of Parks & Recreation

Date: October 3, 2022

Subject: Consider approving Abernathy Park Master Plan

EXPLAIN REQUEST:

After receiving direction from the Town Board at their September 19th to keep the baseball field, we revisited the site as well as talked to the leaders of our local baseball/softball organizations. Our goal was to find a way that we could still move the playground and basketball court away from Glendale Drive as well as to provide a field for the current users. We were able to accomplish this by moving the fence in to 175ft as well as moving the homeplate back 10ft. This field layout would still be able to accommodate the younger age groups that currently use the field for practices. This layout will also allow us to have a new walking trail, shelter and fitness stations. Our local youth groups support this change and said it would not impact their current teams that practice at Abernathy Park.

ACTION RECOMMENDED:

Consider approving Abernathy Park Master Plan.

FINANCIAL IMPLICATIONS:

\$200,000 approved in FY23 Budget.

ATTACHMENTS:

1. Abernathy Park Master Plan Report 10.2022 Draft



ABERNATHY PARK MASTER PLAN

TOWN OF HUNTERSVILLE, NC | OCTOBER 2022

DRAFT



INTRODUCTION

INTRODUCTION

Abernathy Park

Abernathy Park sits on two acres of land along Glendale Drive near the old Anchor Mill site. This existing park currently has a small lighted baseball field, playground, basketball court, and restroom building. The park is surround by residential properties on all sides. There are fifteen paved parking spaces in the northwestern portion of the park and seven parallel parking spaces along the frontage of the park.

The current layout of the park has negatively impacted some residents surrounding the park. Due to the baseball field being so close to the surrounding homes, dirt and light pollution have been communicated to the town over the years. There is also safety concerns about the existing playground and basketball court being too close to a busy cut through road.



About the Master Plan

After a thorough site analysis and existing conditions, the Abernathy Park Master Plan has examined and addressed the following issues:

This new park master plan will reduce the size of the baseball field that will allow a walking trail around the perimeter of the site. This will also allow for the new playground and basketball court to be located away from Glendale Drive and provide a safer play environment. This new layout will also allow space for a new covered shelter, seating areas and outdoor fitness stations. This reduced sized baseball field will still be able to accommodate the existing teams that use it for practices.



EXISTING CONDITIONS

PROJECT AREA MAP



CURRENT PARK SITE LAYOUT



EXISTING SITE CONDITIONS



MASTER PLAN LAYOUT

Abernathy Park Huntersville, NC Master Plan DRAFT



Map Legend
Leyenda del mapa



Fitness Stations
Estaciones de fitness



Sitting Area
Sala de estar



shelter
refugio

PUBLIC INPUT SESSION

PUBLIC INPUT SESSION

On Wednesday, August 17, 2022 from 6:30pm-8pm, the Town held a drop-in public input session on site at Abernathy Park. Twenty people from the community dropped by to give their input. The input session entailed four stations to visit. All stations had instructions in English and Spanish.

- Current Park Layout and Proposed New Park Layout
- Fitness Equipment Station
- Playground Equipment Station
- Other Ideas Station



Mejoras en el Parque Abernathy

Reunión de opinión pública







QUEREMOS SABER LA
OPINION DE LA
COMUNIDAD

Questions: mjaycocks@huntersville.org

miércoles, 17 de agosto

18:30-20:00

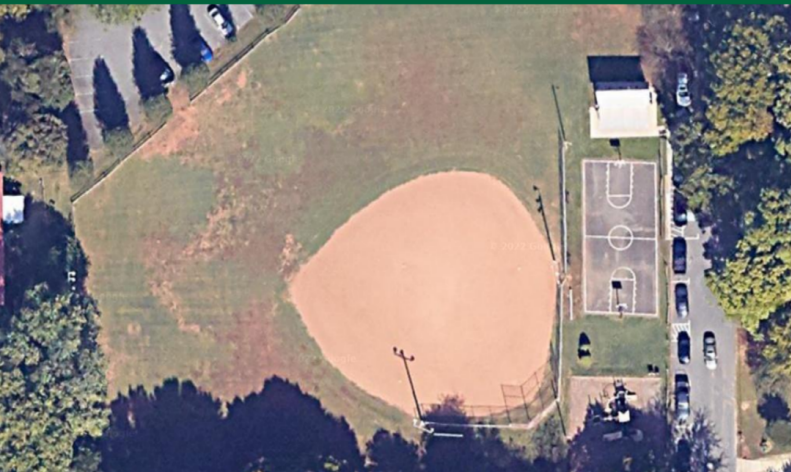
Refugio del Parque Abernathy

207 Glendale Drive

Abernathy Park Improvements

Public Input Meeting







WE WANT
TO HEAR
FROM YOU

Questions: mjaycocks@huntersville.org

Wednesday, August 17th

6:30pm-8:00pm

Abernathy Park Shelter

207 Glendale Drive





4



5



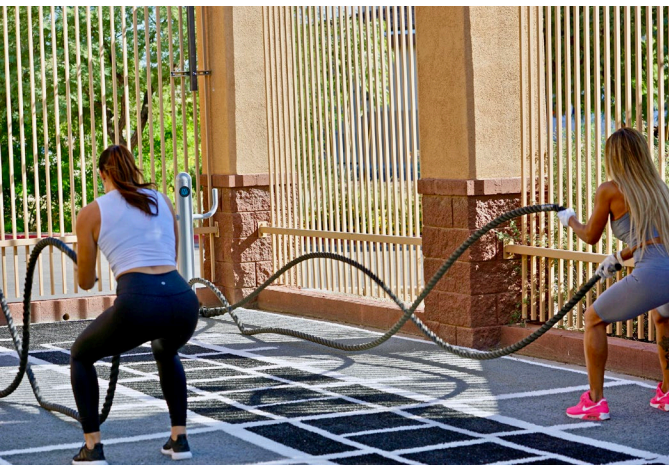
7



5

Outdoor Fitness Stations

Pick Five/ Elige Cinco



9



8



8



4

Playground Amenities- Pick Three/ Elige Tres



9



2



8



4



4



3



8



9



3



2

Playground Amenities Pick 3/ Elige Tres



4



4



5



8



5



0

Slides
Pick Two/ Elige Dos



1



5



1



0

Playground Styles- Pick One/ Elige Uno



3



0

OTHER IDEAS/ OTRAS IDEAS

SPEED HUMPS (7)

SHADE (2)

DOG STATIONS

LIGHTS FOR BASKETBALL COURT

PUBLIC INPUT SESSION

What We Heard

- Loved the idea of the new layout without the baseball field.
- Liked the playground area and basketball court away from Glendale Drive.
- Need speed humps on Glendale Drive.
- Need more shade.
- Liked the idea of fitness stations.
- Liked the walking trails around the open field.
- Would like to see lights for the basketball court.



Concerns

- Residents are concerned with the current traffic on Glendale Drive and the increased speed and traffic over the last few years.
- Dust from the baseball field.
- Light pollution from the baseball field lights.
- Concerns about the playground and basketball court being too close to the road.
- Parking issues when there are baseball practices going on.



**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Anthony Roberts, Town Manager

Date: October 3, 2022

Subject: FY23 Goals

EXPLAIN REQUEST:

Discuss and consider possible action on FY23 Goals.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. FY 2023 Goals

TOWN OF HUNTERSVILLE

FY 2023 GOALS

LAND USE DEVELOPMENT / PLANNING

Maintain a diverse long-range transportation and land use vision that provides a high quality of life

- Implement recommendations in the 2040 Huntersville Community Plan
- Finalize Downtown Plan
- Finalize Mobility Plan
- Review land development plan related to zoning and uses allowed on infill lots

FINANCE

Maintain a balanced budget with a healthy fund balance to provide excellent services

- Maintain AAA bond rating which will lower future borrowing costs of funding the CIP
- Create Bond package for Board and citizen approval November 2023 to provide for future capital needs
- Seek federal, state, and county grants/partnerships to fund projects

PUBLIC SAFETY

Provide competent, courteous, professional, and community-oriented Police and Fire Services

- Renegotiate ETJ police contract and dispatch contract
- Enhance recruitment efforts to attract/retain quality officers and enhance training efforts such as additional investigative certifications for detectives
- Implement Magistrate services at HPD
- Finalize site for Station 2 replacement and continue to pursue future site for a new Station 5
- Start the process of hiring fulltime HFD employees and/or increase firefighter pay

TRANSPORTATION INFRASTRUCTURE

Advance transportation projects to completion

- Push municipal street, sidewalk, and bike projects forward
- Advocate/partner with NCDOT to advance local and regional projects

- Work with northern towns to improve local bus transit services
- Utilize technology to enhance infrastructure improvements

PARKS AND RECREATION / GREENWAYS

Provide safe, attractive, and high-quality parks, facilities, programs, and greenways

- Advance greenway construction to serve 30,000 people by 2030
- Diversify/expand event offerings
- Diversify/expand park facilities (i.e., splash pads, pickleball courts, etc.)

HOUSING

Provide a variety of housing options for all citizens

- Seek opportunities/partnerships to advance affordable and workforce housing
- Help revitalize and/or repair homes in areas of need such as Pottstown and Huntington Green

SUSTAINABILITY / NATURAL RESOURCES / ENVIRONMENT

Seek sustainable options to protect our natural resources and environment

- Seek opportunities to convert the town fleet toward electric/hybrid vehicles and streetlights/parking lot lights to LED
- Seek comprehensive stormwater solution for downtown
- Review/recommend update to tree species/location impact on sidewalks

FACILITIES / ASSET MANAGEMENT

Provide sufficient space for community meetings and municipal services

- Decide on location and move forward with a contract regarding Town Hall
- Renovate air filtration system and determine long term goals for HFFA
- Pursue aesthetic and system reliability upgrades to the Town electric distribution system

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Melinda Bales, Mayor

Date: October 3, 2022

Subject: Ratify Previous Action

EXPLAIN REQUEST:

Consider ratifying previous action of the Town Board taken in Closed Session allowed under the North Carolina Open Meetings law to award a 3.5 percent merit increase for the Town Attorney based on market analysis and performance evaluation.

ACTION RECOMMENDED:

Ratify Previous Action

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None

**Town of Huntersville
Town Board
October 3, 2022**

To: Town Board

From: Kevin Fox, Director of Public Works

Date: October 3, 2022

Subject: Resolution/Purchase Agreement - Property for Future Public Works Facility

EXPLAIN REQUEST:

The Parcel indicated on Exhibit A of the attached Resolution is currently available on the market and is needed for the future expansion and construction of the Public Works Facility.

ACTION RECOMMENDED:

Adopt Resolution and Approve Purchase Agreement

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. PurchaseAgreement - 11835_Ramah_Church_Rd
2. R-2022-34 Resolution to Acquire Property for Future Public Works Facility



AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

The Town of Huntersville

a(n) NC Municipality ("Buyer"), and
(individual or State of formation and type of entity)

William H. Stewart, Jr.

a(n) individual ("Seller").
(individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) 11835 Ramah Church Rd. Huntersville NC 28078

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
63 at Page(s) 470, Mecklenburg County, consisting of 5.76+/- acres.

☒ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 011-201-30;
and, (ii) some or all of the Property, consisting of approximately 5.76+/- acres, is described in Deed Book
08574, Page No. 913, Mecklenburg County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$ 900,000.00

(b) **"Purchase Price"** shall mean the sum of Nine Hundred Thousand

Dollars,
or, if this box is checked ☐, Purchase Price shall mean the sum of \$ _____ per gross
acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the
Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the
expiration of the Examination Period. The purchase price shall be determined by multiplying the Price
Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due
under Sections 1(b)(ii) - 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the
Purchase Price in accordance with this provision. The Purchase Price shall be payable on the
following terms:

\$ _____ (i) **"Earnest Money"** shall mean _____ Dollars
or terms as follows: Earnest Money shall be \$0.00 for this transaction

The Earnest Money shall be deposited in escrow with



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580L-T
Revised 7/2022
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Buyer Initials _____ Seller Initials _____

_____ (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☐ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)**

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)**

☐ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

\$ _____ (ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

\$ 900,000.00 (iii) **Cash**, balance of Purchase Price, at Closing in the amount of Nine Hundred Thousand Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. **(Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)**

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before November 4, 2022 ~~or~~ **and this offer to purchase is specifically conditioned upon this contract Continued... See Addendum Closing shall occur on 1** _____.

Page 2 of 9

Buyer Initials _____ Seller Initials _____

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- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on

November 2, 2022

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **"Broker(s)"** shall mean:

The Knox Group Inc. ("Listing Agency"),
Diana Borg ("Listing Agent" - License # _____)
Acting as: ☐ Seller's Agent; ☐ Dual Agent
and The Knox Group, Inc. ("Selling Agency"),
Gary Knox ("Selling Agent" - License # 113410)
Acting as: ☒ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows:

212 Park Rd. Mt. Holly, NC 28120

e-mail address: _____ fax number: _____
except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:

c/o Emily Sloop P.O.Box 664 Huntersville NC 28078

e-mail address: esloop@huntersville.org fax number: _____
except as same may be changed pursuant to Section 12.

- ☐ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

Each party shall pay its own attorney's fees.

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Buyer Initials _____ Seller Initials _____

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Deferred/Rollback Taxes: Buyer ☐ intends to continue ☒ does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, ☒ Seller ☐ Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502-Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail,

registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

none

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management

company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

Individual

Date: _____

Date: _____

Business Entity

Town of Huntersville, NC

(Name of Entity)

By: _____

Name: **Anthony Roberts**

Title: **Town Manager**

Date: _____

SELLER:

Individual

William H. Stewart, Jr.

Date: _____

Date: _____

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

ADDENDUM

PROPERTY: **11835 Ramah Church Rd, Huntersville, NC**

**1) Closing shall occur on
being ratified by the Town Board at its October 3, 2022 meeting, which shall become the effective
date of the agreement.**

(This area contains horizontal lines for additional text or notes.)

Date: _____

Date: _____

Signature _____

Signature _____

Date: _____

Date: _____

Signature _____

Signature _____

Addendum



**RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE
PROPERTY NECESSARY FOR THE CONSTRUCTION OF FUTURE PUBLIC WORKS FACILITY**

WHEREAS, the Town of Huntersville (the "Town") has determined that the acquisition of property is necessary for the construction of a future Public Works Facility (the "Project"); and

WHEREAS, the statutory powers of the Town include the power to acquire real property (N.C.G.S. §160A-11 and §160A-240.1), including the power of eminent domain (N.C.G.S. Chapter 40); and

WHEREAS, the Town has certified that the parcel ("the Property"), represented on Exhibit A, is needed for the Project.

***NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF HUNTERSVILLE BOARD OF
COMMISSIONERS (the "Town Board") AS FOLLOWS:***

1. The Town Board approves and authorizes the acquisition of the necessary Property as described on Exhibit A at a price not to exceed the Property's appraised value and permitted Administrative Adjustments. No further action is required by the Town Board to authorize the acquisition pursuant to this subsection.
2. The Town Board hereby authorized the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
3. This Resolution shall be effective as of the date its adoption.

Adopted this 3rd day of October 2022.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A - PARCEL INDEX
Future Public Works Facility

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	011-201-30	William H. Stewart, Jr.