AGENDA

Regular Town Board Meeting
March 6, 2023 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)
Live Stream available via YouTube @townofhuntersvillenc28078

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 - 5:30 p.m.

1.A. Discuss potential architectural review board. *(Commissioner Partee)*

2. Call to Order

3. Invocation/ Moment of Silence

4. Pledge of Allegiance

5. Staff Questions

6. Public Comments, Requests, or Presentations

6.A. Presentation of Police Awards. *(Major Graham)*

6.B. Women's History Month Proclamation. *(Mayor Bales)*

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve property tax refund report from Mecklenburg County. *(Pattie McGinnis)*

8.B. Approve budget amendment appropriating $1,400 from Sponsorship Revenue to Non-capitalized Expense for the 14 Peace Poles, including supplies. *(Pattie McGinnis)*

8.C. Approve the artwork submitted by individual schools for the Peace Pole public art project. *(Tracy Houk)*

8.D. Adopt Resolution to approve opioid supplemental agreement. *(Emily Sloop)*

8.E. Adopt Resolution to award Patterson Road Final Construction Contract *(Kevin Fox)*

8.F. Call a public hearing for Monday, April 3, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition #R22-07 Town 1 Mixed Use Center, a request by Treenail Development, Inc. to rezone +/- 69.41 acres located at the intersection of Mt. Holly-Huntersville Road and Hambright Road (Parcel #s 01721101, 01721102, 01721103, 01721104, 01721105, 0171106, 01721107, 01721108, 01721109) from Corporate Business and Corporate Business Conditional District to Transit Oriented Development Residential Conditional District, Highway Commercial Conditional District, and Special Purpose Conditional District. *(Jesse James)*

8.G. Call a public hearing for Monday, April 3, 2023 at 6:00 p.m. at Huntersville Town Hall, on Petition #TA22-11, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 10 Signs to increase flexibility of sign regulations and codify current practices. *(Kayleigh Mielenz)*

8.H. Call a public hearing for Monday, April 3, 2023 at 6:00 p.m. at Huntersville Town Hall, on Petition #TA23-02, a request by the Huntersville Planning Department for a text amendment to: 1) Article 14.2.3, Traffic Impact Analysis, Applicability to remove a reference to the Subdivision Ordinance that no longer applies to sketch plan reviews per the approved amendment TA22-05 making the major subdivision review process administrative; 2) Articles 11.8 and 14.4.4 of the Zoning Ordinance to amend requirements for the withdrawal of amendment petitions; 3) Section 6.320 of the Subdivision Ordinance and Article 14.4.3 of the Zoning Ordinance to amend community meeting notification requirements for sketch plan and conditional zoning applications. *(Lauren Speight)*

8.I. Call a public hearing for Monday, April 3, 2023 at 6:00 p.m.at Huntersville Town Hall to receive public comments on the 2023 Downtown Master Plan. *(Jack Simoneau)*

9. Public Hearings

10. Other Business

10.A. Consider setting filing fees for Mayor and Board of Commissioners for the 2023 Election. *(Janet Pierson)*

10.B. Discuss and consider adopting FY24 Goals. *(Anthony Roberts)*

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
Proclamation

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

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

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

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

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

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

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

Now, Therefore, I, Melinda Bales, Mayor of the Town of Huntersville, North Carolina, do hereby proclaim March 2023 as ***Women's History Month*** in the Town of Huntersville and commend its observance to all citizens.

In Witness Whereof, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 6th day of March, 2023.

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Melinda Bales, Mayor

Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Pattie McGinnis, Finance Director

Date: March 6, 2023

Subject: Property Tax Refund Report

EXPLAIN REQUEST:
Attached is the Refund report from Mecklenburg County. This report contains five refunds totaling $643.13, which includes $17.21 in interest. The refund is the result of the Property Tax Commission.

ACTION RECOMMENDED:
Approve Property Tax Refund Report

FINANCIAL IMPLICATIONS:
Decrease in revenue

ATTACHMENTS:
1. Huntersville Refunds with Interest 22 12 21

HUNTERSVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj #	Adj Reason	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Payment Date for Interest Calculation	Refund Amount ($)	Total Interest to Pay if mailed on or before 2/13/2023 ($)
2022	0008094631-2022-2022-0000-01	02114269	REI	610437	BER Decision	12/19/2022	ANYANWU, RYAN MICHAEL & ANYANWU, ANGELA L	8003 FRONT PARK CIRCLE	HUNTERSVILLE	NC	28078	1/6/2023	108.00	2.97
2022	0001483813-2022-2022-0000-01	01728506	REI	610158	BER Decision	12/15/2022	CATERPILLAR MINISTRIES	PO BOX 2155	HUNTERSVILLE	NC	28070	1/6/2023	193.92	5.33
2022	0007148644-2022-2022-0000-01	01945246	REI	610377	BER Decision	12/16/2022	CROSS, CHRISTOPHER G & CROSS, LINDA C & CROSS, DAVID CHRISTOPHER	15803 OXFORD GLENN DR	HUNTERSVILLE	NC	28078	1/6/2023	108.00	2.97
2022	0008110447-2022-2022-0000-01	01909251	REI	610429	BER Decision	12/19/2022	DABNEY, SHARON LORRAINE & DABNEY, JEFFREY WAYNE	8816 KELLER CT	HUNTERSVILLE	NC	28078	1/6/2023	108.00	2.97
2022	0001466695-2022-2022-0000-01	01120637	REI	610458	BER Decision	12/19/2022	HARPER, MICHAEL BRENT & HARPER, BRIDGETT JEEN	12021 FARNBOROUGH RD	HUNTERSVILLE	NC	28078	1/6/2023	108.00	2.97
												TOTAL	625.92	17.21
													Total	643.13

Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Pattie McGinnis, Finance Director

Date: March 6, 2023

Subject: Peace Poles

EXPLAIN REQUEST:
Appropriate $1,400 from Sponsorship revenue (103505.9999) for the 14 peace poles including supplies to Non-capitalized Expense (106200.0280).

ACTION RECOMMENDED:
Approve Budget Amendment

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

ATTACHMENTS:
None

Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Tracy Houk, Assistant Director of Parks & Recreation

Date: March 6, 2023

Subject: Artwork for Peace Poles

EXPLAIN REQUEST:
Each individual school that is participating in the Public Art Peace Pole project has submitted their design for the project. The Public Art Commission approved the designs on March 1, 2023.

ACTION RECOMMENDED:
Consider approving the artwork submitted by individual schools for the Peace Pole public art project.

FINANCIAL IMPLICATIONS:
Each pole is funded by donations.

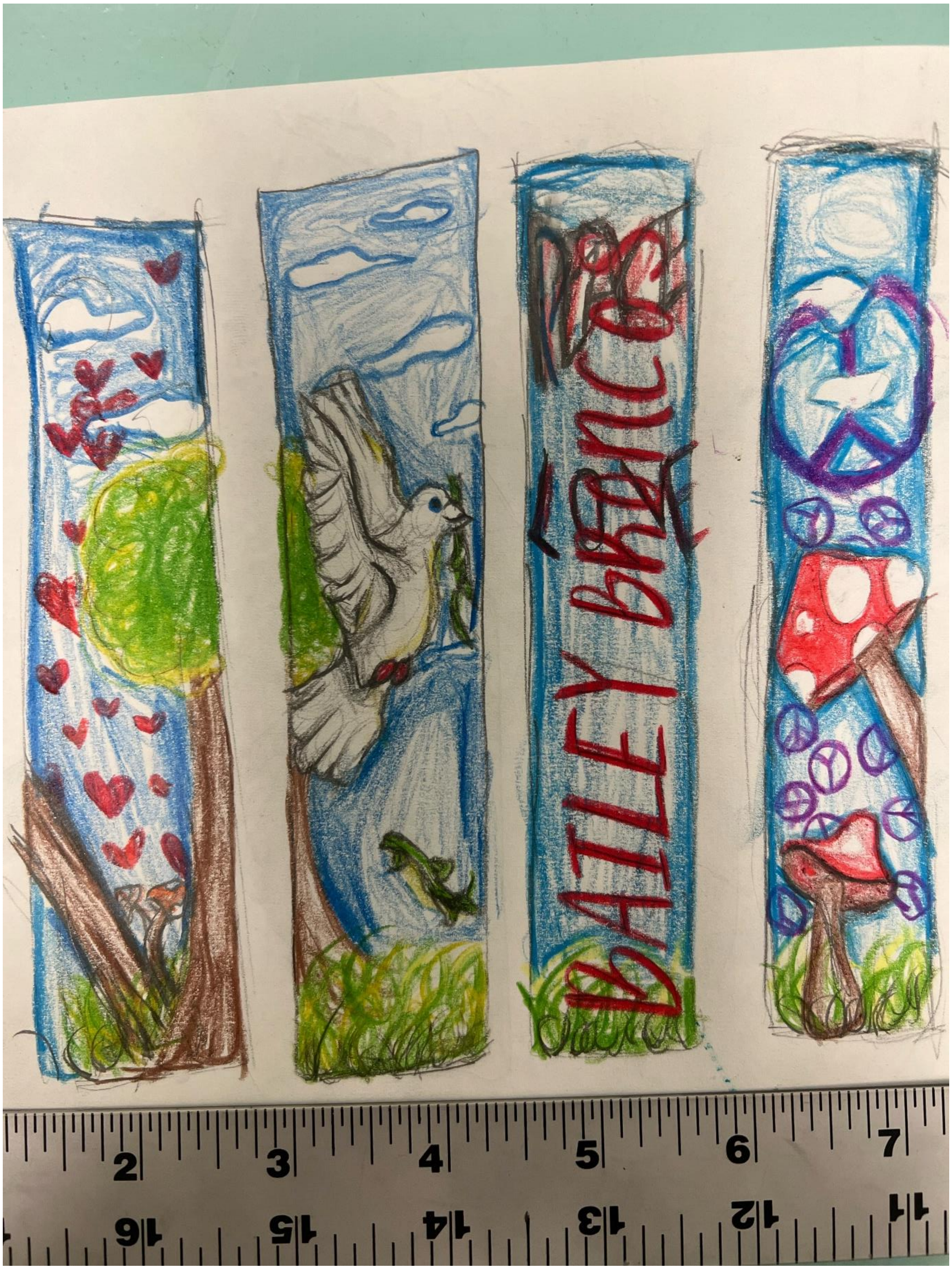
ATTACHMENTS:
1. Peace Pole Designs - Schools Submissions

Public Art Commission Peace Pole Project

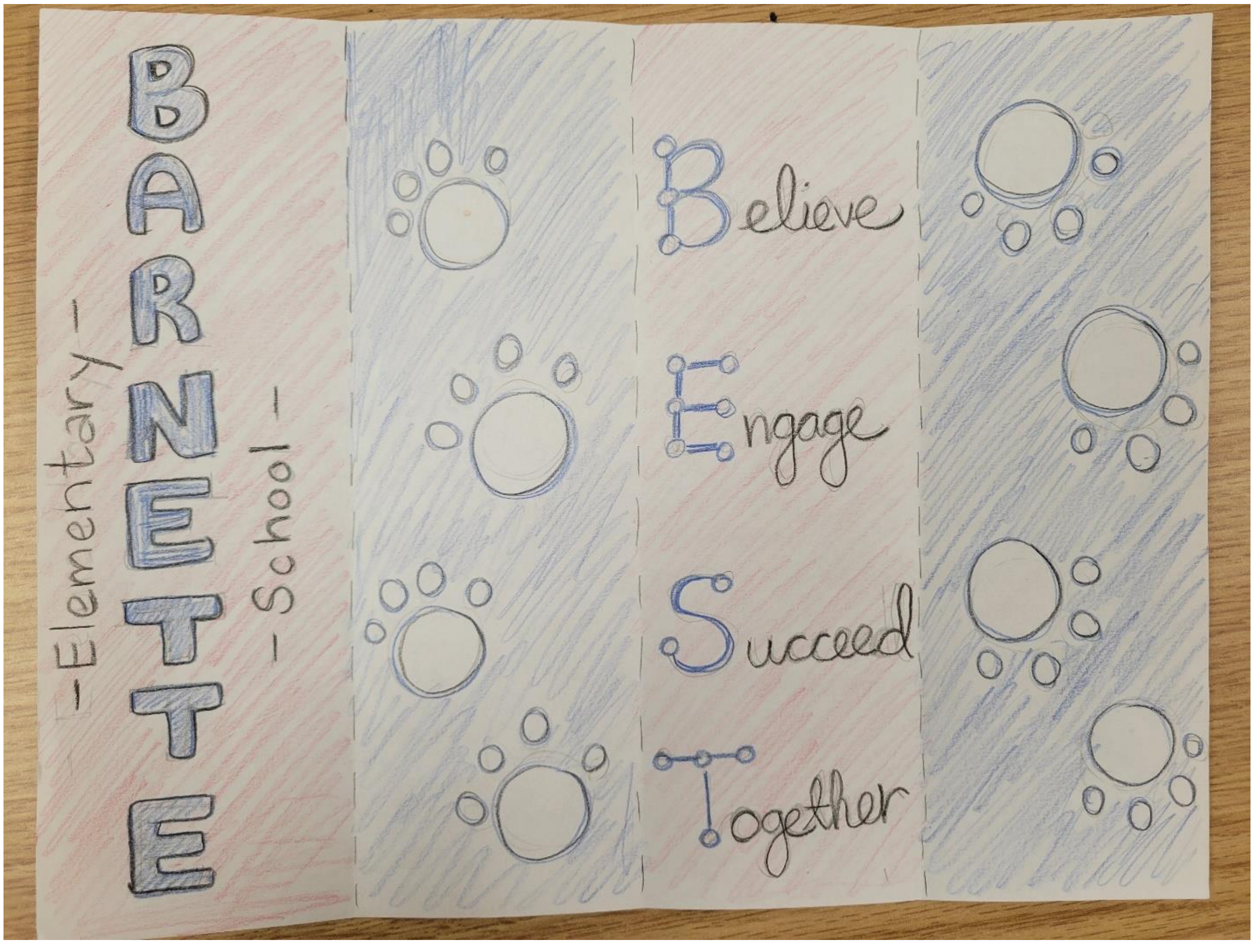
School Artwork Submissions

PAC members reviewed and approved March 1, 2023

Bailey Middle School



Barnette Elementary School



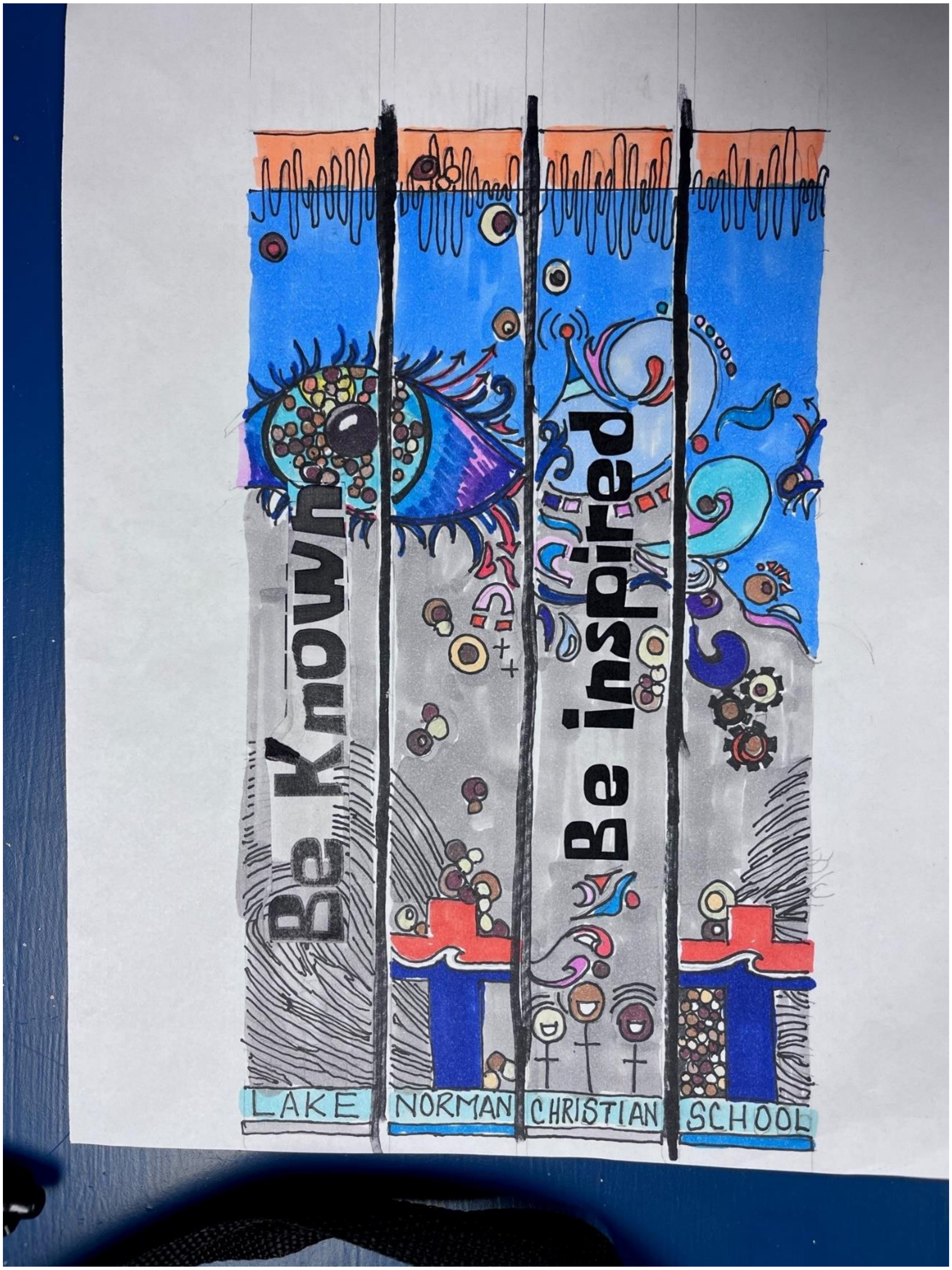
Grand Oak Elementary

Huntersville Elementary School

Hopewell High School

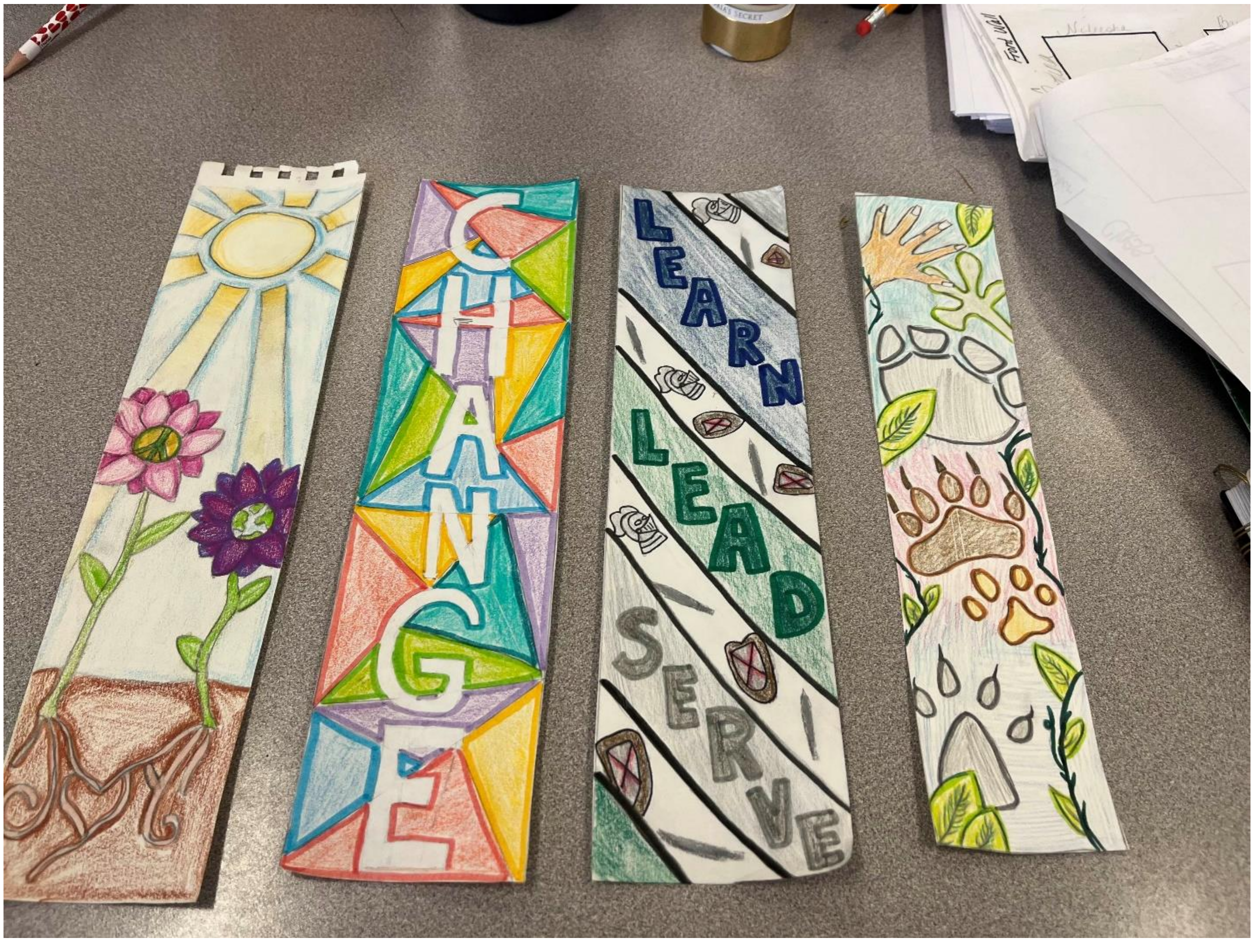
Lake Norman Christian – Lower School

Lake Norman Christian – Upper School



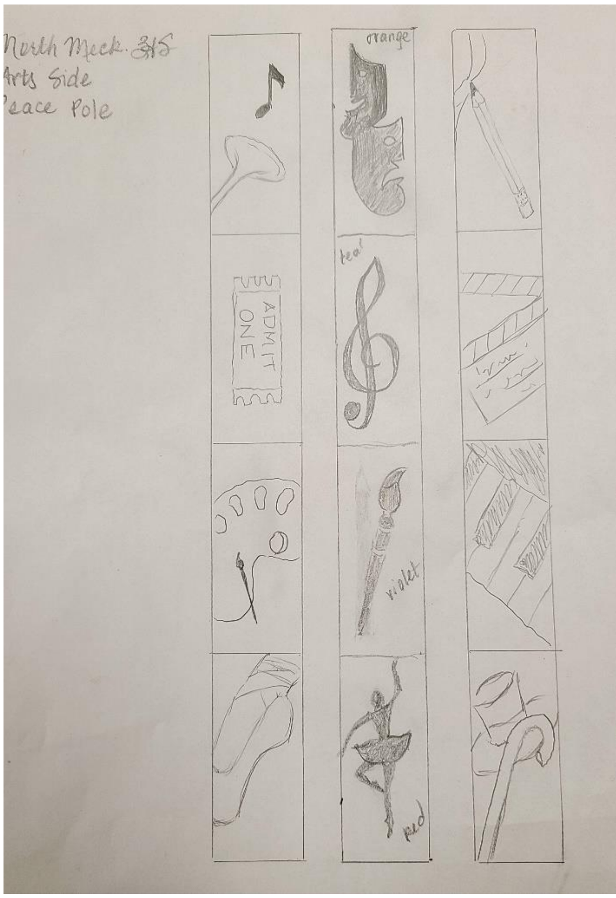
Lake Norman Charter Elementary School

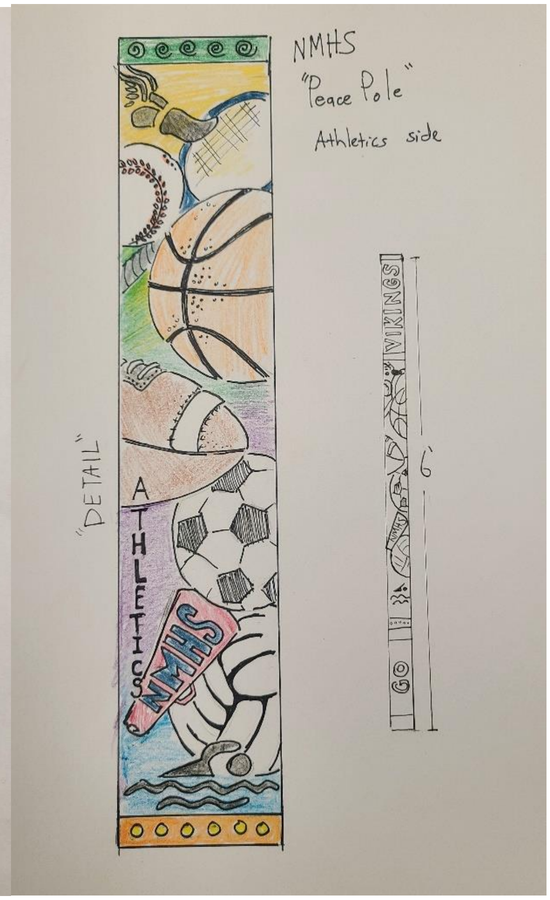
Lake Norman Charter Middle School

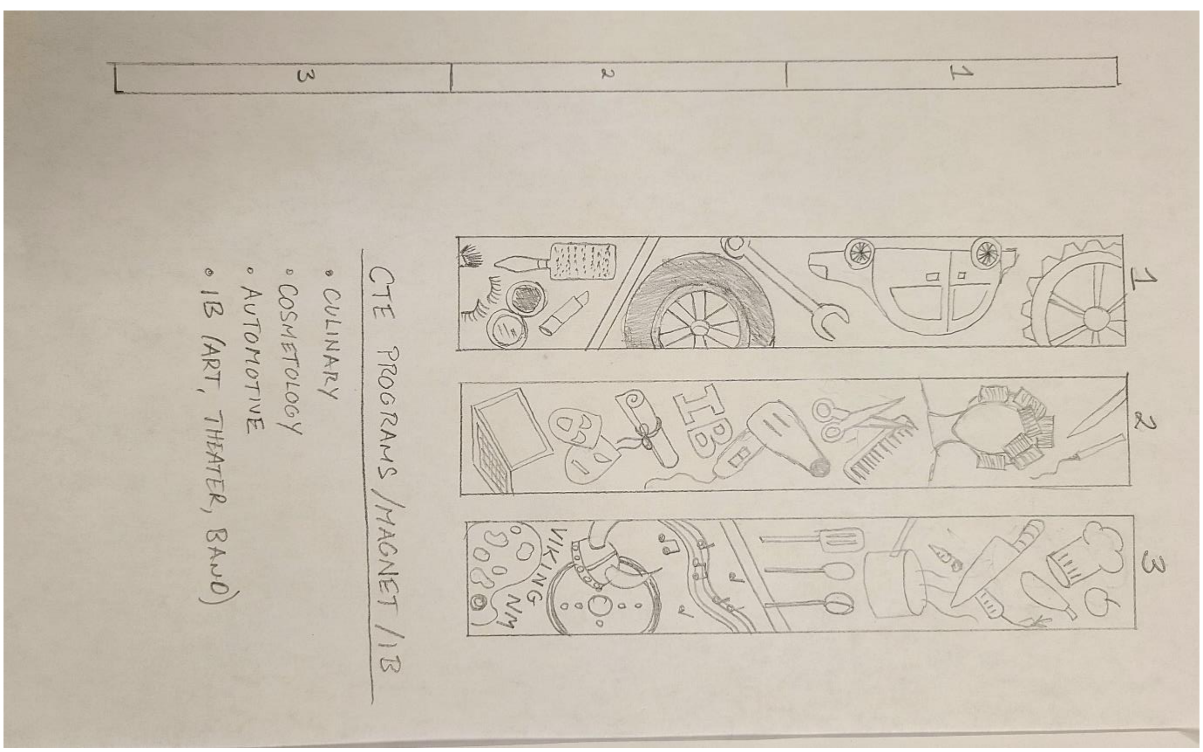


Lake Norman Charter High School

North Mecklenburg High School

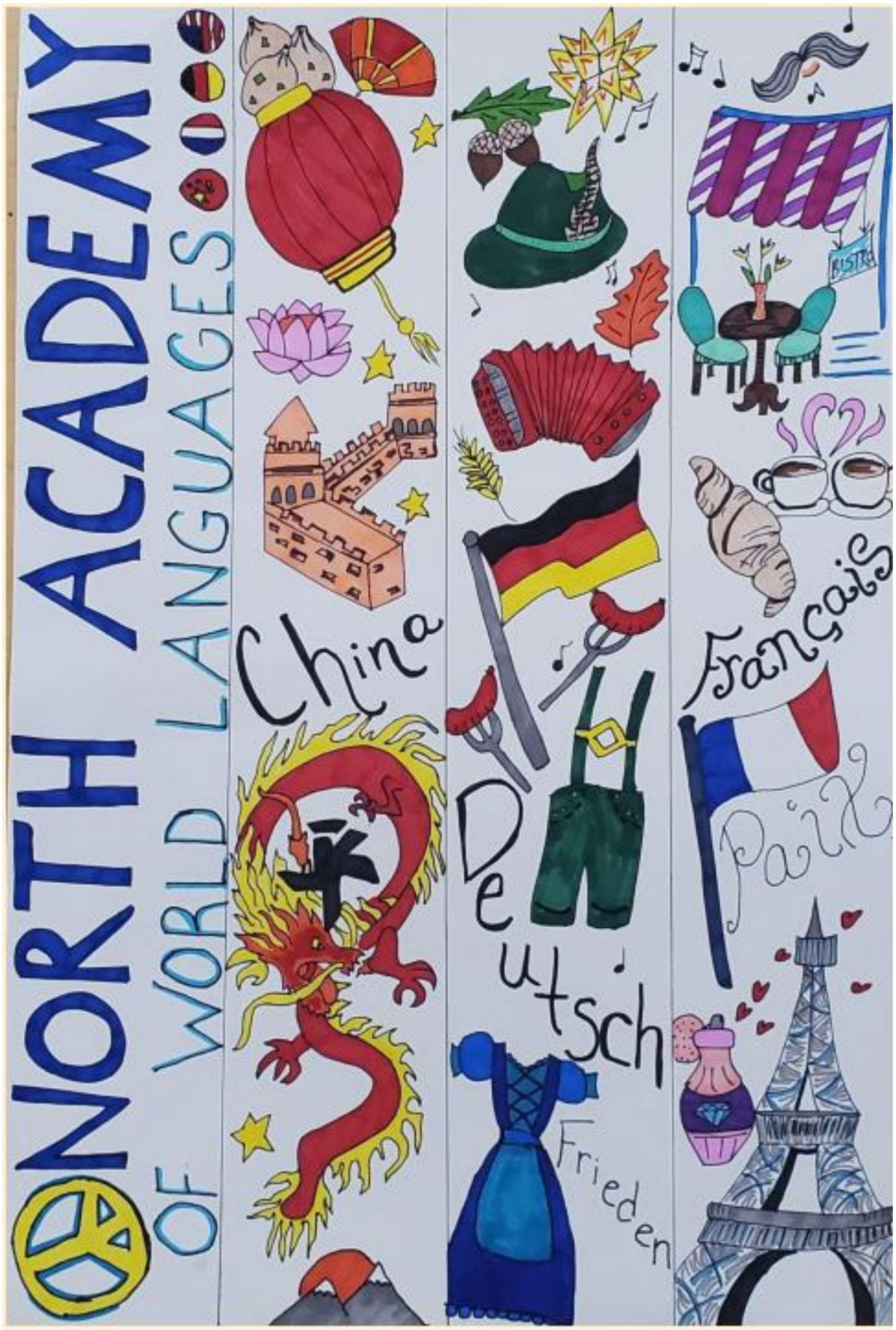






Torrence Creek Elementary School

North Academy of World Languages



Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Emily Sloop, Town Attorney

Date: March 6, 2023

Subject: Resolution - Opioid Supplemental Agreement

EXPLAIN REQUEST:
To approve the supplemental agreement for additional funds between the State and local governments relating to the settlement of opioid litigation.

https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Teva-Global-Settlement-Agreement-and-Exhibits_12-20-22.pdf
https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Allergan-Global-Agreement-and-Exhibits_12-20-22.pdf
https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walmart-Settlement-Agreement-2022.12.02_FINAL.pdf
https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walgreens-Multistate-Agreement-and-Exhibits.pdf
https://nationalopioidsettlement.com/wp-content/uploads/2022/12/2022-12-09-CVS-Global-Settlement-Agreement-with-Exhibits.pdf

ACTION RECOMMENDED:
Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
1. resolution to approve opioid supplemental agreement
2. 2022-National-Opioids-Settlements-FAQs-02-02-2023
3. SAAF-Clean-Final-Feb-12-2023-for-posting

RESOLUTION BY TOWN OF HUNTERSVILLE AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including the Town of Huntersville and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds flowing to North Carolina to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Town of Huntersville Board of Commissioners hereby authorizes the Town Manager to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 6 day of March, 2023.

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Mayor, Town of Huntersville

ATTEST:

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Janet Pierson, Town Clerk

[SEAL]

Frequently Asked Questions about the 2022 National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS
[*Subject to ongoing corrections and updates*]
[*Executed Agreements Control*]

1. Which Defendants Have Executed National Opioid Settlements?

Since the Summer of 2021, nine Defendant families have executed National Opioid Settlements. First, in July 2021, J&J and Distributors McKesson, Cardinal Health, and AmerisourceBergen entered into National Opioids Settlements ("2021 National Settlement(s)"; details regarding the 2021 National Settlements, including a separate set of FAQs, can be found here: https://nationalopioidsettlement.com/distributor-janssen-faq/). More recently, between November and December of 2022, five additional Defendant families have entered into National Opioids Settlements ("2022 National Settlement(s)").[1] They are:

Settling Defendant	Date of Settlement Agreement	Link to Settlement Agreement
Teva	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Teva-Global-Settlement-Agreement-and-Exhibits_12-20-22.pdf
Allergan	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Allergan-Global-Agreement-and-Exhibits_12-20-22.pdf
Walmart	November 14, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walmart-Settlement-Agreement-2022.12.02_FINAL.pdf
Walgreens	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walgreens-Multistate-Agreement-and-Exhibits.pdf
CVS	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/2022-12-09-CVS-Global-Settlement-Agreement-with-Exhibits.pdf

2. Which Entities Are Eligible to Participate in the 2022 National Settlements?

The 2022 National Settlements are "opt in" settlements that are open only to states, as well as state subdivisions (e.g., municipalities, counties, parishes, cities, towns, incorporated townships, villages, and boroughs) and certain special districts (e.g., school districts, fire

[1] The 2022 National Settlements define the specific entities entering into the respective agreements, as well as the "Released Entities."

districts, and hospital districts). Claims brought on behalf of private individuals and businesses (including private hospitals and private third-party payors) are **<u>not</u>** included and will not be released. Claims brought on behalf of Tribal Nations are also not included and will not be released through participation in these agreements, but Tribal Nations may be eligible to participate in separate settlements with these same defendants; more information on those separate agreements may be found here: https://www.tribalopioidsettlements.com/.

Each 2022 National Settlement has the same basic "two-phase" structure:

<u>Phase I – Eligible States</u>: With respect to each 2022 National Settlement, most states are eligible to participate. (For these purposes, Washington, D.C. and the five U.S. Territories[2] are treated as "states.") Certain states are not eligible to participate in certain of these settlements (e.g., due to prior settlements or litigation with a settling Defendant). Among the states eligible to participate in certain 2022 National Settlements, a small number have chosen not to participate in one or more of those settlements. Accordingly, for each of the 2022 National Settlements, the only states that may participate are those that are eligible and elected to do so. The following list sets forth, for each 2022 National Settlement, the eligible and ineligible states, as well as those eligible states that have chosen not to participate.

- **Teva Settlement:**
  - All states are eligible, **<u>except</u>** Florida, Louisiana, Oklahoma, Rhode Island, Texas, and West Virginia. Oklahoma subdivisions and special districts, however, **<u>are</u>** eligible to participate.
  - Nevada has chosen not to participate.

- **Allergan Settlement:**
  - All states are eligible, **<u>except</u>** Florida, Louisiana, New York, Rhode Island, and West Virginia.
  - Nevada has chosen not to participate.

- **Walmart Settlement:**
  - All states are eligible, **<u>except</u>** Alabama, Florida, New Mexico, and West Virginia.

- **Walgreens Settlement:**
  - All states are eligible, **<u>except</u>** Florida.
  - Michigan, Nevada, New Mexico, and West Virginia have chosen not to participate.

[2] American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

- **CVS Settlement:**
  - All states are eligible, **<u>except</u>** Florida, New Mexico, and West Virginia.
  - Maryland and Nevada have chosen not to participate.

<u>Phase II – Eligible Subdivisions</u>: **<u>Within settling states only</u>**, both non-litigating and litigating subdivisions may participate, including all municipal, county, city, town, township, parish, village, or borough governments, as well as any other subdivisions that have filed lawsuits that fall within the release provisions of the 2022 National Settlements. "Special Districts" are treated as "Subdivisions" under the Walmart, Walgreens, and CVS Settlements. Under the Teva and Allergan Settlements, certain special districts, such as school districts, fire districts, and hospital districts, are eligible to participate in the 2022 National Settlements, along with subdivisions. For ease of reference, unless otherwise noted, use of the term "Subdivision" in these FAQs incudes eligible "Special Districts."

Subdivisions within a state can only participate if their state is participating.

In addition, certain subdivisions—even within participating states—may not be eligible to participate in one or more of the 2022 National Settlements despite their state participating, e.g., if they have previously settled and released their claims. Subdivisions should speak to their respective counsel and/or their respective state attorney general for further information on their eligibility.

3. <u>If a State or Subdivision Did Not Participate in the 2021 National Settlements with J&J or the Distributors (McKesson, Cardinal Health, and AmerisourceBergen), Can It Participate in the 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS?</u>

Yes. Whether an eligible state or subdivision participated in either of the 2021 National Settlements does **<u>not</u>** impact its eligibility to participate in these more recent 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS.

4. <u>May a State or Subdivision Participate in Some of the 2022 National Settlements While Choosing Not to Participate in Others?</u>

Yes, except for the Teva and Allergan Settlements, eligible states and subdivisions may choose to participate in one or more of the 2022 National Settlements, while choosing not to participate in others. **<u>However</u>**, if your state has participated in both the Teva and Allergan Settlements, your subdivision must participate in both or neither of these settlements; it cannot choose to participate in just Teva or just Allergan. If your state only participated in Teva, you can choose to participate only in Teva (and the Allergan Settlement is not available to you). And vice versa. A chart reflecting each state's participation status with respect to each of the 2022 National Settlements is available here: https://nationalopioidsettlement.com/state-participation-status/.

5. **<u>How Many States Are Participating? Has "Critical Mass" Been Reached at the State Level?</u>**

The 2022 National Settlements are designed to incentivize higher participation rates. Each settlement provides two or more "critical mass" phases for each settling Defendant and/or the states to determine whether there is sufficient participation to make it worth proceeding with the settlement or, in in the case of the Walmart Settlement, to meet minimum, objective participation thresholds.

Phase I has been met for each of the 2022 National Settlements, meaning that there was sufficient state-level participation to proceed to Phase II of the settlements regarding subdivisions. Teva, Allergan, and Walgreens each determined there was sufficient state participation to proceed to the second phase of those agreements. For the CVS Settlement, settling states on the "Enforcement Committee," as well as CVS, determined there was sufficient state participation to proceed to the second of the settlement. For the Walmart Settlement, the "State Participation Threshold" was achieved (i.e., at least 45 of the 50 "Threshold States" joined the settlement), so that settlement will also proceed to its second phase.

A chart reflecting each state's participation status with respect to each of the 2022 National Settlements is available here: https://nationalopioidsettlement.com/state-participation-status/.

6. **<u>What Steps Are Needed for a Subdivision to Opt In?</u>**

To participate, a subdivision must execute and submit a participation form **<u>for each settlement</u>** it wants to participate in. Participation forms must be executed and submitted on or **<u>before April 18, 2023</u>**, for subdivisions to be considered an "Initial Participating Subdivision" in a settlement. The participation forms will include a release (discussed below) and advance authorization for entry of a Master Dismissal of the released claims (if the settlement moves forward).

By executing and returning a participation form for a settlement: (1) the subdivision agrees to the terms of the applicable settlement agreement pertaining to subdivisions; (2) the subdivision releases all claims within the scope of such settlement; (3) the subdivision agrees to use monies it receives as required under such settlement; (4) the subdivision submits to the jurisdiction of the court where their state's consent judgment is filed for purposes limited to that court's role under such settlement; and (5) with respect to subdivisions who have filed lawsuits against any settling Defendant, the subdivision commits to promptly dismissing its legal action against that settling Defendant. By signing a participation form, the subdivision is authorizing the Plaintiffs' Executive Committee (PEC) to file a dismissal on its behalf for any claims pending in the MDL. (For claims pending outside the MDL, the subdivision is obligated to dismiss those claims itself.) A link to an example of such dismissal may be found here: https://nationalopioidsettlement.com/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf.

After April 18, 2023, the extent of subdivision participation will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. See FAQ #8 below. If the settlement moves forward, the release in the subdivision's participation form will become effective. If a settlement does not move forward, that release will not become effective.

There are three methods for returning the executed participation forms and any supporting documentation to the Implementation Administrator:

1. **Electronic Signature via DocuSign:** Executing the participation forms electronically through DocuSign will return the signed forms to the Implementation Administrator and associate a subdivision's forms with that subdivision's records. Electronic signature is the most efficient method for returning participation forms, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

2. **Manual Signature returned via DocuSign:** DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed participation forms via DocuSign will associate a subdivision's signed forms with that subdivision's records.

3. **Manual Signature returned via electronic mail:** If a subdivision is unable to return executed participation forms using DocuSign, signed participation forms may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the following subject line:

Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]

Detailed instructions on how to sign and return the participation forms, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

7. What Are the Deadlines to Opt In to One or More of the 2022 National Settlements?

As discussed above in FAQ #5, the state participation phase of the settlements has resulted in sufficient state participation to move forward with subdivision participation phase. The applicable time periods and deadlines are set forth below in Chart A. These deadlines reflect agreed extensions beyond the dates provided for under the settlement agreements.

For each of the 2022 National Settlements, subdivisions will have until **April 18, 2023**, to execute and submit their participation forms and be considered an "Initial Participating Subdivision" in a settlement.

For the Teva, Allergan, Walgreens, and CVS Settlements, these settling Defendants will then have until May 18, 2023, to determine whether to proceed further with their respective settlements.[3] The Walgreens and CVS Settlements include an intervening deadline (May 2, 2023) by which states are to determine whether there has been sufficient subdivision-level participation to proceed with those settlements.

Chart A

Settling Defendant	**Initial deadline for subdivisions to participate in settlement**	**Deadline for states to determine whether to proceed**	**Deadline for settling Defendants to determine whether to proceed (Reference Date[4])**
Walmart	April 18, 2023		
Teva	April 18, 2023		May 18, 2023
Allergan	April 18, 2023		May 18, 2023
Walgreens	April 18, 2023	May 2, 2023	May 18, 2023
CVS	April 18, 2023	May 2, 2023	May 18, 2023

[3] Under the Walmart Settlement, each of the settling states will use reasonable efforts to ensure that, by April 18, 2023, the settling states have met the following "Subdivision Participation Thresholds" for the Walmart Settlement to become effective: (1) more than 85% of the aggregate population of all litigating subdivisions located in the settling states and separately settling states, and (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions located in the settling states and separately settling states, (a) have become participating subdivisions, (b) are subject to a bar or case-specific resolution, or (c) have joined a settlement between Walmart and a separately settling state by executing a participation form, including a release.

[4] In the Teva, Allergan, Walgreens, and CVS Settlements, the "Reference Date" refers to the date by which each respective settling Defendant is to determine whether there has been enough subdivision-level participation to proceed beyond the second phase of its settlement. (In the Walmart Settlement, the "Subdivision Participation Thresholds" are based on objective criteria, and there is thus no such "Reference Date.")

8. What Level of Subdivision Participation Is Necessary for the 2022 National Settlements to Become Effective?

Under the Teva, Allergan, Walgreens, and CVS Settlements, there is no set threshold of subdivision-level participation required for those settlements to become effective. As to the Teva and Allergan Settlements, once the deadline for subdivisions to participate has passed, these settling Defendants will determine whether there has been sufficient subdivision-level participation for these settlements to become effective. The Walgreens and CVS Settlements operate similarly to the Teva and Allergan Settlements, except that under those settlements, the settling states (Walgreens) or the "Enforcement Committee" representing the settling states (CVS) will first have the opportunity to determine whether there has been sufficient subdivision participation to proceed with these settlements. If so, then Walgreens and CVS are to determine whether they agree that sufficient subdivisions have participated in the settlements. The decisions of the Teva, Allergan, CVS, and Walgreens as to whether there has been adequate subdivision-level participation is in their sole discretion and must be made in good faith.

The Walmart Settlement is different in that the level of subdivision participation required for the settlement to become effective is based on objective criteria: (1) more than 85% of the aggregate population of all litigating subdivisions located in settling states, as well as states that have separately settled with Walmart, must agree to participate or otherwise have their claims fully released, **and** (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) must agree to participate or otherwise have their claims fully released. The calculation of the aggregate populations of litigating subdivisions and non-litigating threshold subdivisions is on an aggregated basis and not a state-by-state basis. If these thresholds are met, then the Walmart Settlement will become effective.

9. Can Eligible States Opt In After the Deadlines for Doing So?

Except for the Walmart Settlement, eligible states may, under certain circumstances, join the 2022 National Settlements after the deadlines to do so. However, later joinder by eligible states requires the consent of the respective settling Defendant (and, if applicable, the State Enforcement Committee for such settlement). If an eligible state later joins a 2022 National Settlement, subdivisions within that state may also sign on and participate in such settlement but may receive lower total payments. Note that, with respect to the CVS and Walgreens Settlements, no eligible state may become a settling state after May 31, 2023, and June 30, 2023, respectively.

10. What Funds Will Be Available for Abatement?

The amounts to be paid under each 2022 National Settlement depend on the level of participation by eligible states and subdivisions. Each of the settlements requires the settling Defendant to make annual payments over a period of years consisting of base and incentive payments. **<u>Assuming maximum participation</u>** by eligible states and subdivisions, <u>Chart B</u> below reflects the **<u>highest</u>** amounts to be paid by each settling Defendant, including the base, incentive, and total amounts for abatement.

<u>Chart B</u>

Settling Defendant	Abatement – Base	Abatement - Incentive	Abatement – Total	Other	Total
Teva	$1,325,488,100 (45% of the Net Abatement Amount of $2,945,529,111)	$1,620,041,011 (55% of the Net Abatement Amount of $2,945,529,111)	$2,945,529,111	• Maximum cash conversion of Settlement Product if Settling State elects to convert all or a portion of its Settlement Product allocation into a cash payment ($240,000,000)[5] • Additional Restitution Amount ($28,669,762) • Global Settlement Attorney Fee Amount of ($366,335,847.76)	$3,580,534,720.76
Allergan	$809,634,037.95 (45% of the Net Abatement Amount of $1,799,186,751)	$989,552,713.05 (55% of the Net Abatement Amount of $1,799,186,751)	$1,799,186,751	• Additional Restitution Amount ($16,192,680.76) • Global Settlement Attorney Fee Amount ($206,906,476.36)	$2,022,285,908.12
Walmart	$909,641,765.08 (38% of Global Settlement Remediation Amount of $2,393,794,118.64).	$1,484,152,353.56 (62% of Global Settlement Remediation Amount of $2,393,794,118.64).	$2,393,794,118.64	• Subdivision Attorneys' Fees, Expenses and Costs ($297,720,376.93) • State Outside Counsel Fee Fund ($16,006,471.88) • State Cost Fund ($16,006,471.88)	$2,739,533,911.20

[5] Under the Teva Settlement, Teva will offer up to $1.2 billion of Teva's generic version of the overdose reversal drug Narcan or, alternatively, provide cash at 20% of the $1.2 billion wholesale acquisition cost "in lieu of product."

				• Additional Remediation ($16,006,471.88)	
Walgreens	$1,963,147,836 (41% of the Adjusted State Remediation Payment of $4,788,165,456)	$2,825,017,620 (59% of the Adjusted State Remediation Payment of $4,788,165,456)	$4,788,165,456	• Private Attorneys Fees ($638,600,000) • State AG Fees and Costs ($63,842,206) • Additional Remediation Amount ($31,921,103)	$5,522,528,766
CVS	$1,626,081,118 (38% of Maximum Remediation Payment of $4,279,160,837)	$2,653,079,719 (62% of Maximum Remediation Payment of $4,279,160,837)	$4,279,160,837	• Common Benefit and Subdivision Attorneys' Fees, Expenses and Costs ($539,457,124) • State Outside Counsel Fee Fund ($28,527,739) State Cost Fund ($28,527,739) and Additional Remediation Amount ($28,527,739)	$4,904,201,178

11. <u>How Much Will a Settling State Receive in Base Payments Under the 2022 National Settlements?</u>

As illustrated in <u>Chart B</u> above, approximately $6.63 billion in base payments would be available to settling states. These base payments do not require a settling state to meet any specific participation benchmarks or conditions. Base payments will be paid out annually for distribution to each settling state according to its share of the abatement funds using the top-level state allocation model discussed below. Each state's base payment is then allocated into the three sub-funds or according to a state-subdivision agreement, qualifying statute, or statutory trust, as explained below.

12. <u>How Much Can a State Receive in Incentive Payments?</u>

Under the 2022 National Settlements, approximately $9.57 billion in abatement funds would be earmarked for "Incentive Payments" Although the criteria for Incentive Payments under each of the 2022 National Settlements are similar, there are differences in how they operate and when they accrue, as explained in FAQ #13 below.

13. **How Do Incentive Payments Work?**[6]

In each of the 2022 National Settlements, incentive payments are designed to reward states for increasing participation in the settlements by their subdivisions and/or taking steps to bar or otherwise resolve current and future subdivision litigation, but there are differences in how these incentive payments operate and when they accrue.

Eligibility for incentive payments is **state-specific**, meaning that eligibility for incentive payments, as well as the amount of such payments, depends on whether, and the extent to which, the applicable incentive criteria set forth in each of the 2022 National Settlements are met **in each such settling state**, irrespective of any other settling states.

- **Teva/Allergan**

The Teva and Allergan Settlements divide incentive payments into four categories: Incentives A, B, C, and D. Under the Teva Settlement, Incentives A-C would be due in installments over 12 years beginning with Payment Year 2, and Incentive D would be due in installments over 10 years beginning with Payment Year 4. Under the Allergan Settlement, Incentives A-C would be due in installments over 6 years beginning with Annual Payment 2, and Incentive D would be due in installments over 4 years beginning with Annual Payment 4. Under these settlements, if a settling state qualifies for Incentive A, it would receive the maximum payment allocable to the State for Incentives A-C. If a settling state does not qualify for Incentive A, it can alternatively qualify for Incentive B and/or Incentive C. A settling state can qualify for Incentive D regardless of whether it qualifies for another incentive payment.

Incentives A-D are generally as follows:

> **Incentive A:** Full participation, or fully released claims, of (1) litigating subdivisions/special districts and (2) non-litigating subdivisions with populations greater than 10,000/non-litigating covered special districts.
>
> **Incentive B:** Early participation, or released claims, by litigating subdivisions/special districts representing at least 75% of the settling state's litigating population.
>
> **Incentive C:** Participation, or release of claims, by litigating **or** non-litigating primary subdivisions (defined as subdivisions with populations of 30,000 or more) representing more than 60% of the settling state's primary subdivision population (Part 1) and 100% of its 10 largest subdivisions by population (Part 2).

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[6] Note that these FAQs include certain terms that are specifically defined in the 2022 National Settlements. The definitions contained in the 2022 National Settlements are determinative.

Incentive D: No opioids-related lawsuits filed by subdivisions within the settling state against settling Defendants as of two look-back dates 2 years and 5.5 years after the "Preliminary Agreement Date."

- **CVS**

Under the CVS Settlement, Incentives A-D are generally like the Teva and Allergan Settlements. But there are certain differences.

First, unlike the Teva and Allergan Settlements, Incentive A is **mutually exclusive** with Incentives B, C, and D, meaning that a settling state may either qualify for Incentive A, or Incentives B, C, and/or D. A settling state will be eligible for its full allocable share of the maximum amount available for incentive payments by either: (1) achieving Incentive A within 2 years of the Effective Date or (2) by fully earning Incentive B in each Payment Year it is available and earning Incentives C and D in a manner that produces that maximum possible combined amount from those two incentives.

Second, Incentive B requires early participation, or released claims, by litigating subdivisions representing at least 85% of the settling state's litigating population.

Third, Incentive C requires participation, or release of claims, by at least 85% of the settling state's litigating subdivisions **and** non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or subdivisions with populations between 10,000 and 30,000 that have brought an opioids-related claim against McKesson, Cardinal Health, AmerisourceBergen, or J&J).

Finally, there are five look-back dates for Incentive D: April 30 of Payment Years 6-10.

- **Walgreens**

Under the Walgreens Settlement, incentive payments are divided among three categories: Incentives A, BC, and D. Incentive A is mutually exclusive with Incentives BC and D; if a settling state receives Incentive A, such settling state is not eligible for Incentives BC or D.

Incentive A requires full participation from all litigating subdivisions, primary subdivisions (defined to include subdivisions with populations over 10,000), and certain special districts. Incentive BC is determined based on the percentage of the aggregate population of all the settling state's litigating subdivisions and non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) that have participated in the settlement or otherwise fully released their claims. A sliding percentage scale will determine the Incentive BC Payments under these settlement agreements.

Under the Walgreens Settlement, a settling state may earn Incentives A and BC in annual payments 2 through 15.

Finally, Incentive D (payments which are based on Incentive BC participation percentage) can be earned if there are no qualifying lawsuits surviving a threshold motion as of certain look-back dates prior to Incentive D payments being made. Any Incentive D payments would be made under the Walgreens Settlement during Payment Years 6-15.

- **Walmart**

Incentive payments under the Walmart Settlement operate similarly to incentive payments under the Walgreens Settlement. However, under the Walmart Settlement, Incentive Payments A and BC would be paid in (at most) three payments in Payment Years 1 through 3. Any Incentive D payments would be made during Payment Years 3-6.

14. If States or Subdivisions Elect to Participate in the 2022 National Settlements, When Will They Receive Abatement Fund Payments?

Participating states and subdivisions would receive abatement proceeds through annual payments continuing over a period of years. Chart C below sets forth, for each 2022 National Settlement, the date through which annual abatement payments would be made by the respective settling Defendant.

Chart C

Settling Agreement	Annual Abatement Payments Made Until
Teva Settlement	July 15, 2035
Allergan Settlement	July 15, 2029
Walmart Settlement	~July 15, 2028
Walgreens Settlement	December 31, 2036
CVS Settlement	June 30, 2032

15. **<u>How Will Settlement Proceeds Be Used?</u>**

Each of the 2022 National Settlements requires that at least 85% to 95.5% of abatement funds be used to fund opioid-remediation efforts, with at least 70% of abatement funds required to be used in connection with future opioid-remediation efforts. <u>Chart D</u> below sets forth, for each settlement, the minimum percentage of settlement payments disbursed to states and participating subdivisions that must be spent on "Opioid Remediation" and "future Opioid Remediation," respectively. The 2022 National Settlements effectively define "Opioid Remediation" as including care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where the agreement restricts the use of funds solely to **<u>future</u>** Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. The 2022 National Settlements include broad and non-exhaustive lists of qualifying opioid-remediation expenditures.[7]

<u>Chart D</u>

Settling Defendant	Minimum Amount of Settlement Proceeds To Be Spent on Opioid Remediation	Minimum Amount of Settlement Proceeds To Be Spent on Future Opioid Remediation
Teva	85%	70%
Allergan	85%	70%
Walmart	85%	70%
Walgreens	95%	70%
CVS	95.5%; *provided, however*, that the remaining 4.5% only may be spent outside of Opioid Remediation to the extent necessary to satisfy certain attorney fee agreements entered into by settling states.	70%

16. **<u>How Will the State-Level Allocations Be Made?</u>**

Under the 2022 National Settlements, each of the settling Defendants would make annual payments consisting of base and incentive payments (described above). Calculation of the amounts distributed to each settling state (including the state and its settling subdivisions) starts with a top-level allocation among all states of the maximum potential payment. How much of that maximum

[7] If settlement proceeds are used for something other than "Opioid Remediation," then the amounts and uses (including any use to pay attorneys' fees and costs) must be publicly reported.

amount each state will receive in any given year is then based on (1) which incentive payment categories that state qualifies for that year; and (2) whether amounts otherwise payable are offset or otherwise adjusted (see FAQ #18 below regarding offsets). Once the annual payment for a state is calculated, the further allocation of that state's payment proceed as outlined below among that state's (1) "State Fund"; (2) "Abatement Accounts Fund"/"Remediation Accounts Fund"; and (3) "Subdivision Fund."

For purposes of the top-level maximum potential allocation discussed above, an "Overall Allocation Percentage" or "State Allocation Percentage" has been calculated for each 2022 National Settlement based on the states eligible to participate in such settlements. Within each eligible state, there is a "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage," set forth in Exhibit G to the respective 2022 National Settlements, which reflects the portion of a settling state's Subdivision Fund that a subdivision would receive if it becomes a participating subdivision (in the absence of a state-subdivision agreement, qualifying statute, or statutory trust; see FAQ #17 below). The aggregate "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage" for each state equals 100%.

These sub-percentages for each state are based on population, adjusted for the proportionate share of the impact of the opioid epidemic using reliable, detailed, and objective national data, including: (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the state. Adjustments were made to reflect the severity of impact insofar as the oversupply of opioids had more deleterious effects in some locales than in others. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused harm.

17. How Will Settlement Funds Be Allocated Within a State?

Settlement proceeds will be allocated in accordance with the terms of any qualifying agreement between a state and its subdivisions, a qualifying statute, or a statutory trust. Otherwise, settlement proceeds will be allocated in accordance with default allocation terms set out in the respective 2022 National Settlements. Under these default terms, settlement proceeds will be allocated among three sub-funds for each settling state: (1) a State Fund; (2) an Abatement Accounts Fund or Remediation Accounts Fund; and (3) a Subdivision Fund.[8] There are several important points to observe with respect to three sub-funds:

[8] Non-litigating municipalities with a population under 10,000 and special districts will not receive direct allocations from the Subdivision Fund, unless an intrastate agreement provides otherwise. Moreover, a subdivision will not necessarily directly receive settlement funds by participating because decisions on how settlement funds will be allocated within a state may be subject to intrastate agreements or state statutes.

- The settlement agreements provide default allocations among the sub-funds (15% to the State Fund, 70% to the Abatement Accounts Fund/Remediation Accounts Fund, and 15% to the Subdivision Fund[9]). As noted above, these defaults can be changed on a state-by-state basis through a qualifying state-subdivision agreement, qualifying statute, or statutory trust.[10]

- Under the default set forth in the 2022 National Settlements, at least 50% of the annual spend from the Abatement Accounts Fund/Remediation Accounts Fund must be allocated at a **regional** level for settling states above a certain population. Each settling state will have an advisory committee—with equal representation from the state and local levels—to recommend how to spend the Abatement Accounts Fund/Remediation Accounts Fund.[11]

- Certain large participating subdivisions also will be eligible to receive block grants from the Abatement Accounts Fund/Remediation Accounts Fund.

- A settling state also is free to direct all or a portion of its State Fund to its Abatement Accounts Fund/Remediation Accounts Fund. A participating subdivision listed in Exhibit G to the respective 2022 National Settlements also may choose to direct all or a portion of its allocation from the Subdivision Fund to the state's Abatement Accounts Fund/Remediation Accounts Fund or to another participating subdivision.

18. Can a Defendant Take an Offset Against a Settlement Payment?

In each of the 2022 National Settlements, the settling Defendant is entitled to an offset for abatement/remediation payments that had been allocated to states that did not choose to participate in that settlement. In addition, Teva, Allergan, Walgreens, and CVS are entitled to dollar-for-dollar offsets for certain class resolution opt-outs, as well as payments made as a result of litigation bars, settlement class resolutions, or case-specific resolutions that are subsequently revoked, rescinded, or otherwise materially limited. Walgreens and CVS are also entitled to a dollar-for-dollar offset for certain taxes, assessments, or any other fees imposed by a settling state on Walgreens or CVS on the sale, transfer, or distribution of opioid products.

[9] As a default, amounts apportioned to a state's Subdivision Fund would be distributed to participating subdivisions in that state listed on Exhibit G to the respective 2022 National Settlement, per the Subdivision Allocation Percentage listed in Exhibit G.

[10] Allocation agreements/statutes have already been reached or enacted in several states.

[11] Spending from the Abatement Allocation Account Fund will be tracked and reported annually.

19. Will the Settlements Require Any Change to How the Defendants Operate Their Businesses?

In addition to billions of dollars to be used for abatement of the effects of the opioid epidemic in communities across the nation, the proposed settlements provide for robust and meaningful injunctive relief that will require the settling Defendants to make significant changes to their business operations to address the opioid epidemic.

Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and Teva and Allergan are also required to publicly disclose documents, including internal documents, related to their role in the opioid crisis. Allergan is also required to stop manufacturing and selling opioids for ten years, and Teva is required to create and maintain systems to prevent drug misuse, including suspicious order monitoring.

Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements that they: (1) maintain independent departments to oversee compliance with controlled-substance laws and the injunctive terms in the settlements; (2) ensure pharmacists exercise independent judgment in the dispensing of controlled substances; (3) create and maintain robust oversight programs, including site visits and audits, to prevent diversion; (4) monitor, report, and share data about suspicious activity related to opioid prescriptions; and (5) provide data to the states about their red-flag processes, as well as blocked and potentially problematic prescribers.

20. How Will Attorneys' Fees and Costs Be Addressed?

The overarching goal of these global settlements is to dedicate funds to abate opioid-related harms. If private lawyers who represent some of the states and thousands of subdivisions were to enforce their contingency fee contracts, then a significant portion of the global settlement payments would potentially go towards legal fees to compensate efforts to prosecute the lawsuits that are being resolved as to the settling Defendants. As a result, government entities that hired outside counsel to litigate against the settling Defendants would recover proportionately less than entities that did not litigate. To protect against this imbalance, and maximize the amounts available for abatement, the negotiating State Attorneys General, the Plaintiffs' Executive Committee (PEC) Negotiation Team, and the settling Defendants agreed that the settling Defendants will pay, and the parties will set aside, separate funds to compensate attorneys' fees and costs. These funds total approximately $2.2 billion in connection with the Teva, Allergan, Walmart, Walgreens, and CVS Settlements. See the "Other" column within Chart B in FAQ #10 above for deal-specific amounts. These attorneys' fees include amounts for outside counsel representing participating states and participating subdivisions and are intended to cover both contingency and common benefit work.

21. <u>How will more information on the settlements be made available?</u>

Settlement documents, information, and updates will be posted on a public settlement website: https://nationalopioidsettlement.com/

The website will provide current information on an ongoing basis as the settlement implementation progresses. Some states have also set up their own websites to provide state-specific information.

Supplemental Agreement for Additional Funds
From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds ("SAAF") is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement ("MOA") Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:

    1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and

    2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term "Bankruptcy Resolution" is defined in the MOA.

B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.

2. “Additional Funds” shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.

3. “Additional Settlements” means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

4. “Additional Settling Defendants” means the defendants listed in section II.B of this SAAF.

5. “Local Counsel” means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.

6. “National Counsel” means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.

7. “Required Local Governments” means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.

2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State ("State Additional Abatement Fund"), (ii) 84.62% to abatement funds established by Local Governments ("Local Additional Abatement Funds"), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.

3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.

4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.

5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.

6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.

2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.

2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.

2. Amendments to the SAAF.

    a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.

    b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.

    c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.

    d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.

3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.

5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.

6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.

8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.

9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.

10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: ___________________________________
Name: ________________________________
Title: _________________________________
County/City/Town of ____________________
Date: _________________________________

Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Kevin Fox, Director of Public Works

Date: March 6, 2023

Subject: Award Patterson Road Final Construction Contract

EXPLAIN REQUEST:

On December 20, 2022, informal Bids were received by three qualified contractors to complete the final phase of the Patterson Road North project. This project includes the necessary roadway construction items to complete the connection of Patterson Road to Vanstory Drive in The Park Huntersville. The lowest bid received was Country Boy Landscaping Inc. with a bid of $498,506.35.

ACTION RECOMMENDED:

Adopt Resolution and award the Contract to Country Boy Landscaping, Inc.

FINANCIAL IMPLICATIONS:

Previous Year Bond Funds

ATTACHMENTS:

1. Contract Proposal, Performance Bond and Bid Tab
2. Resolution Awarding Contract

Town of Huntersville
NORTH CAROLINA

Engineering & Public Works
105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 766-2220

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR:	**Country Boy Landscaping, Inc.** **429 Old Mocksville Rd.** **Statesville, NC 28625** **Patterson Road Final Construction** **seth@cblinc.net**	**PROJECT:** **SITE LOCATION(S):**	**Patterson Road Final Construction** **Patterson Rd.**

This Contract for Construction and Repair, and all exhibits, (collectively this "Contract") is entered into this ____10__day of _____January__, 20 ~~22~~23 by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and __Country Boy Landscaping, Inc.___________________ located at ______429 Old Mocksville Rd. Statesville, NC________ (the "Contractor").

WITNESSETH:

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

1. Scope of Services. The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications, which is incorporated herein by reference as Exhibit C. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in Exhibit C, which shall constitute the "Work." The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the "Date of Completion" or such date as the Contractor actually completes all the Work. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
2. Fees: Fees for the Work shall be specified in a fee schedule attached hereto as Exhibit D, (the "Contract Price").
3. Change Orders. The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions ("Change Orders"). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized

only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor's overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor's overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.

4. <u>Historically Underutilized Businesses (HUB)</u>. It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. <u>Personal Protective Equipment (PPE).</u> The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. <u>Contract Insurance.</u> Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in <u>Exhibit B</u>, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. <u>Working Drawings and Specifications at the Job Site.</u> The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
8. <u>Materials, Equipment, Employees.</u> The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

9. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
10. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
11. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
12. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are $100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
13. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
14. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
15. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
16. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town $500 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.
17. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described on Exhibit D.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this ___10____ day of ___January_______________, 20__~~22~~23

Contractor

Name:
Country Boy Landscaping, Inc.
Name of Contractor (type or print)

By:
____
(Signature)

Title: President
____

Attest:
____
(Secretary, if a corporation)

Town of Huntersville

____
Town Manager

Attest: ______________________________
Town Clerk

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

____
Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

1. **Acceptance**. Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement**. These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions**. No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties**. The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices**. If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes**. Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions**. No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification.** To the greatest extent allowed by North Carolina law, the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that

any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.

9. **Invoices and Payment Terms**. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

    When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **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.

11. **Insurance**. The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.

12. **Ethics in Public Contracting**. By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. **Applicable Laws and Courts**. All Town Contracts 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.

14. **Codes and Permits**. When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on

the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Town, Contractor shall bear all cost arising therefrom.

15. **License Requirement**. If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance**. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment**. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions**. The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties**. The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Work outlined in this Contract and any attached specifications. Contractor warrants that any finished Work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Work delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship**. All Work shall be performed to the satisfaction of the Town. The Work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Work provided.
21. **Default**. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Work substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Termination for Convenience**. The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its

complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Work actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.

23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries**. There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality**. The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services**. In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of $2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act**. For contracts in excess of $100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements**. If a Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm, or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act**. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of $150,000.00.
5. **Debarment and Suspension**. Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for "Debarment and Suspension."
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**. For an award exceeding $100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**. The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements**. As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

9. **Procurement of Recovered Material**. The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Conflict of Interest**. The Contractor agrees to be bound by the Town's Uniform Guidance Conflict of Interest Policy, which is included herein by reference.
11. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract[1].

[1] 60 CFR Part 60-1.4(b) can be accessed at: https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b)

EXHIBIT B
MINIMUM INSURANCE REQUIREMENTS

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

a. **Worker's Compensation and Employer's Liability**

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

b. **Comprehensive General Liability Insurance**

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

Bodily Injury:	$1,000,000 per occurrence/$2,000,000 aggregate
Professional Liability:	$1,000,000 per occurrence/$2,000,000 aggregate
Property Damage:	$1,000,000 per occurrence/$2,000,000 aggregate

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

c. **Deductible**

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

d. **Other Insurance**

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

e. **Proof of Carriage**

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

EXHIBIT C – PLANS AND SPECIFICATIONS

(insert plans and specs)

EXHIBIT D – FEE SCHEDULE

Service	Unit Cost	Quantity	Total
Mobilization	$14,500.00	1 LS	$14,500.00
Construction Staking	$7,255.00	1 LS	$7,255.00
Grading	$46,712.00	1 LS	$46,712.00
Asphalt Surface Course S9.5C (3")	$92.00	606 Ton	$55,752.00
Asphalt Intr. Course I 19.0C (4")	$81.00	806 Ton	$65,286.00
Asphalt Base Course B25.0C (5")	$69.00	1,110 Ton	$76,590.00
Asphalt Binder Mix	$831.00	126 Ton	$104,706.00
Milling	$1.00	184 SY	$184.00
5' Concrete Sidewalk	$58.50	870 SY	$50,895.00
2'-6" Curb and Gutter	$26.55	2,517 LF	$66,826.35
Traffic Control	$3,600.00	1 LS	$3,600.00
Erosion Control	$6,200.00	1 LS	$6,200.00
		Total Cost =	$498,506.35

Country Boy Landscaping, Inc. 2/15/23

Company Name Date

Chris C. Cartner 2/15/23

Print Name Title

[signature]

Signature

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DJBB dba Wooten Insurance Po Box 827 Statesville, NC 28687	CONTACT NAME: Shelia King PHONE (A/C, No, Ext): (704)838-0837 FAX (A/C, No): (704)873-0215 E-MAIL ADDRESS: shelia@wootenins.com
INSURED Country Boy Landscaping Inc PO Box 290 Harmony, NC 28634-0290	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto Owners Ins Co	32700
INSURER B : Auto Owners Ins Co	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 00017019-5547221 REVISION NUMBER: 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			35041456	03/28/2022	03/28/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			5038095401	06/10/2022	06/10/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			4765676302	03/28/2022	03/28/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		35036047	06/10/2022	06/10/2023	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Rented/Leased Equipm			35666439	11/21/2022	11/21/2023	150,000	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Patterson Road Final Construction
Additional Insured: Town of Huntersville, NC

CERTIFICATE HOLDER	CANCELLATION
Town of Huntersville 105 Gilead Road, Suite 300 Huntersville, NC 28078	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Shelia H. King (SHK)

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Printed by SHK on 02/15/2023 at 10:36AM

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 2338235

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

Country Boy Landscaping, Inc.
429 Old Mocksville Road
Statesville, NC 28625

SURETY (Name and Principal Place of Business):

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

OWNER (Name and Address):

Town of Huntersville
105 Gilead Road, Suite 300
Huntersville, NC 28078

CONSTRUCTION CONTRACT
Date: January 10, 2022
Amount: $498,589.45 Four Hundred Ninety Eight Thousand Five Hundred Eighty Nine Dollars and 45/100
Description (Name and Location): Patterson Road Final Construction

BOND
Date (Not earlier than Construction Contract Date): February 10, 2023
Amount: $498,589.45 Four Hundred Ninety Eight Thousand Five Hundred Eighty Nine Dollars and 45/100
Modifications to this Bond: ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Country Boy Landscaping, Inc.

COUNTRY BOY LANDSCAPING, INC. CORPORATE SEAL IREDELL CO., N.C.

Signature: [signature]
Name and Title: Chris L. Cartner Pres.

(Any additional signatures appear on page 3)

SURETY
Company: (Corporate Seal)
Swiss Re Corporate Solutions America Insurance Corporation

Signature: [signature]
Name and Title: Ronda W .Bush
Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:
McGriff Insurance Services, LLC
4309 Emperor Blvd., Ste. 300
Durham, NC 27703
919-281-4500

OWNER'S REPRESENTATIVE *(Architect, Engineer or other party) :*

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

Signature: ______________________________
Name and Title:
Address:

SURETY
Company: (Corporate Seal)

Signature: ______________________________
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 2338235

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Country Boy Landscaping, Inc.
(Here insert full name and address or legal title of Contractor)

429 Old Mocksville Road Statesville, NC 28625

as Principal, hereinafter called Principal, and, Swiss Re Corporate Solutions America Insurance Corporation
(Here insert full name and address or legal title of Surety)

1200 Main Street, Suite 800, Kansas City, MO 64105

as Surety, hereinafter called Surety, are held and firmly bound unto Town of Huntersville
(Here insert full name and address or legal title of Owner)

105 Gilead Road, Suite 300 Huntersville, NC 28078

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Four Hundred Ninety Eight Thousand Five Hundred Eighty Nine Dollars and 45/100
(Here insert a sum equal to at least one-half of the contract price) Dollars ($ 498,589.45),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated January 10, 2022 , entered into a contract with Owner for
(Here insert full name, address and description of project)
Patterson Road Final Construction

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 10th day of February, 2023.

COUNTRY BOY LANDSCAPING, INC. CORPORATE SEAL IREDELL CO., N.C.

ATTEST:

By: Amber B. Hepler
(Witness)

Country Boy Landscaping, Inc.
(Principal) (Seal)

By: [signature] President
(Title)

WITNESS:

By: Joseph Kelly
Joseph Kelly (Witness)

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

Swiss Re Corporate Solutions America Insurance Corporation
(Surety) (Seal)

By: Ronda W. Bush
Ronda W .Bush (Title) Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: **Ronda W .Bush**

Principal: Country Boy Landscaping, Inc.
Obligee: Town of Huntersville
Bond Description: Patterson Road Final Construction
Bond Number: 2338235
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER , 20 22

State of Illinois
County of Cook SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER , 20 22 , before me, a Notary Public personally appeared Erik Janssens , Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski , Vice President of SRCSAIC and Vice President of SPCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 28, 2026

Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of February , 20 23 .

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC

				Country Boy Landscaping		Church Brothers Grading		Smith-Rowe, LLC	
Item #	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization	1	LS	$ 14,500.00	$ 14,500.00	$ 16,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00
2	Construction Staking	1	LS	$ 7,255.00	$ 7,255.00	$ 7,700.00	$ 7,700.00	$ 9,500.00	$ 9,500.00
3	Grading	1	LS	$ 46,712.00	$ 46,712.00	$ 60,000.00	$ 60,000.00	$ 55,000.00	$ 55,000.00
4	Asphalt Surface Course S9.5C (3")	606	Ton	$ 92.00	$ 55,752.00	$ 93.48	$ 56,648.88	$ 95.00	$ 57,570.00
5	Asphalt Intr. Course I 19.0C (4")	806	Ton	$ 81.00	$ 65,286.00	$ 85.19	$ 68,663.14	$ 92.00	$ 74,152.00
6	Asphalt Base Course B25.0C (5")	1,110	Ton	$ 69.00	$ 76,590.00	$ 73.88	$ 82,006.80	$ 75.00	$ 83,250.00
7	Asphalt Binder Mix	126	Ton	$ 831.00	$ 104,706.00	$ 800.00	$ 100,800.00	$ 875.00	$ 110,250.00
8	Milling	184	SY	$ 1.00	$ 184.00	$ 25.00	$ 4,600.00	$ 25.00	$ 4,600.00
9	5' Concrete Sidewalk	870	SY	$ 58.50	$ 50,895.00	$ 61.00	$ 53,070.00	$ 75.00	$ 65,250.00
10	2'-6" Curb and Gutter	2,517	LF	$ 26.55	$ 66,826.35	$ 25.80	$ 64,938.60	$ 30.00	$ 75,510.00
11	Traffic Control	1	LS	$ 3,600.00	$ 3,600.00	$ 1,800.00	$ 1,800.00	$ 6,500.00	$ 6,500.00
12	Erosion Control	1	LS	$ 6,200.00	$ 6,200.00	$ 4,966.00	$ 4,966.00	$ 12,500.00	$ 12,500.00
Total					**$ 498,506.35**		**$ 521,193.42**		**$ 574,082.00**

RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AWARD THE BID FOR PATTERSON ROAD EXTENSION PROJECT – FINAL PHASE AND ACCEPT AND APPROVE THE BID PROPOSAL AS THE CONTRACT

Whereas, the Town of Huntersville received informal, written bids for the roadway construction of Patterson Road Extension Project – Final Phase (the "Project"); and

Whereas, N.C.G.S. 143-131(a) requires the procedures of letting public contracts through an informal bid process for projects in the amount of thirty thousand dollars ($30,000) or more, but less than the limits prescribed in G.S. 143-129; and

Whereas, informal bid procedures were conducted in accordance with N.C.G.S. 143-131, the lowest responsible bidder being Country Boy Landscaping; and

Whereas, the Town now desires to enter into a construction services agreement with Country Boy Landscaping, (the "Agreement"), the Agreement being attached hereto as Exhibit A; and;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners awards the Project to the Low Bidder, in accordance with the Bid Proposal submitted:

- Base Bid of:

1. Subtotal	$498,506.35
Total Bid:	**$498,506.35**
Total Bid Amount:	**$498,506.35**

2. The Bid Proposal, attached hereto as Exhibit 1, is hereby accepted and approved. As used herein, the Bid Proposal is deemed to include all Exhibits attached thereto, and all Contract Documents identified and incorporated therein by reference.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution. Provided a budget amendment is not necessary, the Town Manager shall have the authority to approve change orders to the Project for time and price, however the total of all change

orders approved by the Town Manager may not exceed five percent (5%) of the Total Bid Amount stated in paragraph 1, above.

4. This Resolution shall be effective as of the date its adoption.

Adopted this 6th day of March, 2023.

ATTEST:	TOWN OF HUNTERSVILLE
______________________________	__________________________________
Town Clerk	Town Mayor

APPROVED AS TO FORM:

____
Town Attorney

Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Jesse James, Senior Planner

Date: March 6, 2023

Subject: Petition #R22-07 Town 1 Mixed Use Center

EXPLAIN REQUEST:
Call a public hearing for Monday, April 3, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition R22-07 Town 1 Mixed Use Center, a request by Treenail Development, Inc. to rezone +/- 69.41 acres located at the intersection of Mt Holly Huntersville Rd and Hambright Rd (Parcel #s 01721101, 01721102, 01721103, 01721104, 01721105, 0171106, 01721107, 01721108, 01721109) from Corporate Business(CB) and Corporate Business Conditional District(CB-CD) to Transit Oriented Development Residential Conditional District(TOD-R-CD), Highway Commercial Conditional District(HC-CD), and Special Purpose Conditional District(SP-CD).

ACTION RECOMMENDED:
Call a Public Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
None

Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Kayleigh Mielenz, Planner I

Date: March 6, 2023

Subject: Petition #TA22-11

EXPLAIN REQUEST:
Call a public hearing for April 3, 2023 on Petition #TA22-11, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 10 Signs to increase flexibility of sign regulations and codify current practices.

ACTION RECOMMENDED:
Call public hearing.

FINANCIAL IMPLICATIONS:
n/a

ATTACHMENTS:
None

Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Lauren Speight, Planner II

Date: March 6, 2023

Subject: Petition #TA23-02

EXPLAIN REQUEST:
Request to call a public hearing to be held Monday, April 3, 2023 at the Huntersville Town Hall 101 Huntersville-Concord Rd, Huntersville, NC 28078 on petition #TA23-02, a request by the Huntersville Planning Department for a text amendment to: 1) Article 14.2.3, Traffic Impact Analysis, Applicability to remove a reference to the Subdivision Ordinance that no longer applies to sketch plan reviews per the approved amendment TA22-05 making the major subdivision review process administrative; 2) Articles 11.8 and 14.4.4 of the Zoning Ordinance to amend requirements for the withdrawal of amendment petitions; 3) Section 6.320 of the Subdivision Ordinance and Article 14.4.3 of the Zoning Ordinance to amend community meeting notification requirements for sketch plan and conditional zoning applications.

ACTION RECOMMENDED:
Call a public hearing

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. TA 23-02 Draft 5

AN ORDINANCE TO AMEND ARTICLE 14.2.3 OF THE ZONING ORDINANCE, TIA REFERENCE NO LONGER APPLICABLE PER ADMINSITRATIVE REVIEW OF SKETCH PLANS; ARTICLES 11.8 AND 14.4.4 OF THE ZONING ORDINANCE, WITHDRAWAL OF AMENDMENT PETITIONS; SECTION 6.320 OF THE SUBDIVISION ORDINANCE, SKETCH PLAN COMMUNITY MEETING NOTIFICATION REQUIREMENTS; ARTICLE 11.4.3 OF THE ZONING ORDINANCE, CONDITIONAL ZONING COMMUNITY MEETING NOTIFICATION REQUIREMENTS

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 14.2.3 of the Zoning Ordinance is hereby amended by modifying the requirements for a draft TIA as follows:

14.2.3 TIA Submission And Completion Requirement

Once the Town has made a Determination of Need for a TIA, the applicant may proceed with the TIA scoping. Once the TIA scoping is complete, the applicant may proceed with the TIA, in accordance with the terms of the most recent version of the Town of Huntersville TIA Process and Procedures Manual, as approved by the Town Engineer and all applicable Zoning Ordinance and Subdivision Ordinance requirements. The draft TIA shall be submitted to Town staff 30 days prior to the Town Board Public Hearing ~~(~~for rezoning cases~~) or as provided in the Subdivision Ordinance~~. Resubmittals of TIAs **for rezoning cases** shall be submitted a minimum of 20 business days prior to the scheduled Town Board final action. **In all other cases, the draft TIA and any resubmittals shall be submitted as provided in the most recent version of the Town of Huntersville TIA Process and Procedures Manual.** The final sealed TIA shall be completed and accepted by Town staff prior to final action by the Town Board or permit issuing authority.

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 11.8 of the Zoning Ordinance is hereby amended by modifying the requirements for a withdrawal of zoning amendments:

11.8 Effect of Denial of Petition

1. A**ny** petition for the reclassification of property that has been **withdrawn,** denied in whole or in part, or approved to a classification other than the one originally requested, shall not be re-submitted within one year of the date of the Town Board's action on the original petition, unless a petitioner applies for a district which is "lower" in the Hierarchy of Zoning Districts in Section 3.1.1.
2. The Town Board may allow re-submission of a petition **for the reclassification of property** within the one-year restricted period if it determines that, since the date of action on the prior petition, one of the following criteria has been met:
    1. There has been a similar change in the zoning district classification of an adjacent property; or

   2. The Town Board has adopted a new or amended plan for the area that changes public policy regarding how the property affected by the amendment should be developed; or
   3. Construction or expansion of a road, water line, sewer line, or other infrastructure has occurred or is to occur in such a time frame as to serve the property and comfortably accommodate the intensity of development allowed under the proposed classification; or
   4. There has been a substantial change in conditions or circumstances, outside the control of the petitioner, which justifies waiver of the one-year restriction on a new petition; this shall not include a change in the ownership of the subject property nor, in the case of a petition for reclassification to a conditional or parallel conditional zoning district, or MH Overlay district, a change in the scale or features of the development proposed in the prior petition.
3. Any petition allowed by the Town Board under subsection (2) above must be reviewed and approved in accordance with the procedures and standards of Section 11.4, Amendment Process, of these regulations.

<u>**Section 3**</u>**.** Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 11.4.4 of the Zoning Ordinance is hereby amended by modifying the requirements for a withdrawal of zoning amendments:

<u>**11.4.4 Withdrawal or Amendment of Petition**.</u>

a. A petition filed according to this section may be withdrawn by the petitioner at any time ~~up to the date of the public hearing on the petition~~ <u>**prior to final action by the Town Board**</u>.
b. Once the petition has been filed, the petitioner shall not be allowed to amend it except by request to the Planning Director no later than three weeks prior to the scheduled public hearing date. No changes to the petition shall be accepted in the intervening weeks prior to the public hearing. No changes to the petition shall be made at the hearing, although potential changes proposed by the petitioner, Planning Board, Town Board, and other interested parties may be presented at the hearing and considered by the Planning Board and Town Board during their deliberations.
c. If the Town Board deems any ~~requested~~ amendment <u>**requested pursuant to Section 11.4.4 (b)**</u> to be a substantial change to the petition ~~prior to a final decision~~, which does not result in an intensification of the petition, it shall defer action on the petition for 30 days to allow interested parties the opportunity to comment on the amendment to the petition. <u>**Notwithstanding the foregoing, the Town Board may deny the petition.**</u>
d. If the Town Board deems any ~~requested~~ amendment <u>**requested pursuant to Section 11.4.4 (b)**</u> to be an intensification of the petition, it shall call a new public hearing <u>**prior to final action**</u> ~~as required by North Carolina General Statutes~~. <u>**Notwithstanding the foregoing, the Town Board may deny the petition.**</u>

e. Once a development approval is issued, modifications to the development approval must be reviewed and approved in the same manner in which it the approval was originally made, including any necessary notice and public hearing. However, minor modifications to development approvals as defined by Article 12 of this ordinance may be approved by staff.

Section 4. Be it ordained by the Board of Commissioners of the Town of Huntersville that Section 6.320 of the Subdivision Ordinance is hereby amended by modifying the requirements for mailing requirements for major subdivision sketch plan community meetings:

6.320 REVIEW OF MAJOR SUBDIVISION SKETCH PLAN

1. Upon submission, the Planning Director and any Designated Administrative Agent shall have fifteen (15) working days to review and comment on the Sketch Plan. Upon completion of review, Planning Staff shall provide comments to the subdivider on any portions of the Sketch Plan that are not in compliance with the Town's Sketch Plan submission requirements or the Town's Zoning and Subdivision Ordinances.
2. The subdivider shall address all Town Staff comments prior to refining a revised Sketch Plan with the Planning Department. If subsequent corrections or changes to a sketch plan are necessary, the reviewer shall have fifteen (15) working days to review any revised sketch plan.
3. A written report of at least one community meeting held by the subdivided must be submitted within forty-five (45) days of the initial filing of the sketch plan for review by the Planning Department. The community meeting shall not be held on regularly scheduled Town Board and Planning Board meeting nights. Notice of such a meeting shall be ~~given~~ **provided** to all of the following **via certified mail** using the parcel ownership information listed in the current Mecklenburg County tax records:

    a. Owner of each property petitioned for subdivision
    b. Owner of each abutting property
    c. Owner of each property within 250 feet of the petitioned property
    d. Owner of each property directly across a street, easement, or right-of-way, public or private, from the petitioned property
    e. Owner of each property across a street, easement, or right-of-way, and within 250 feet of the right-of-way boundary opposite the petitioned property
    f. Contact person for each neighborhood association, property owner association, and homeowner association registered with the Town Planning Department that has jurisdiction over property within 2000 feet of any portion of the subdivision site (distance scaled on a Town of Huntersville or Mecklenburg County official map).

The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a copy of any materials presented at the meeting, a summary of issues discussed at the meeting, including changes suggested by the participants and a description of any changes to the subdivision petition made by the petitioner as a result of the meeting. In the event the subdivider has not held at least one meeting pursuant to this paragraph, the subdivider shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this paragraph shall be considered but shall not be subject to judicial review.

4. Within 30 days of receiving the final Sketch Plan, the Planning Director or Designated Administrative Assistant shall prepare a written decision setting forth findings concerning the application's compliance with applicable regulations. If the staff decision proposes a finding or conclusion that the application fails to comply with applicable regulations, it shall identify the requirement in question and specifically state supporting reasons for the proposed findings or conclusions. Notice of the decision to approve or deny a sketch plan shall be provided in accordance with N.C.G.S. § 160D-403. Administrative decisions to deny approval of a sketch plan may be appealed in accordance with Section 4.000.

Section 5. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 11.4.3 (d) of the Zoning Ordinance is hereby amended by modifying the requirements for a withdrawal of zoning amendments:

11.4.3 Amendment Process, Initiation

d. Before a public hearing may be held on a petition for a conditional zoning, the petitioner must file in the Office of the Planning Department a written report of at least one community meeting held by the petitioner. Notice of such a meeting shall be ~~given~~ **provided** to all of the following **via certified mail** using the parcel ownership information listed in the current Mecklenburg County tax records:

1. Owner of each property petitioned for rezoning
2. Owner of each abutting property
3. Owner of each property within 250 feet of the petitioned property
4. Owner of each property directly across a street, easement, or right-of-way, public or private, from the petitioned property
5. Owner of each property across a street, easement, or right-of-way, and within 250 feet of the right-of-way boundary opposite the petitioned property
6. Contact person for each neighborhood association, property owner association, and homeowner association registered with the Town Planning Department that has

jurisdiction over property within 2,000 feet of any portion of the rezoning site (distance scaled on a Town of Huntersville or Mecklenburg County official map). If fewer that two registered associations are identified within 2,000 feet of the rezoning site, it is the responsibility of the petitioner to identify and include unregistered associations or associations beyond 2,000 feet of the site, such that no fewer that two neighborhood, property owner, or homeowner associations are notified of the community meeting.

7. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a copy of any materials presented at the meeting, a summary of issues discussed at the meeting, including changes suggested by the participants and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. In the event the petitioner has not held at least one meeting pursuant to this paragraph, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this paragraph shall be considered by the Town Board but shall not be subject to judicial review.

Section 5. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 2/2/23, Recommended for Approval 9-0
PUBLIC HEARING DATE: 4/3/23
PLANNING BOARD MEETING: 4/25/23
TOWN BOARD DECISION: 5/15/23

Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Jack Simoneau, Planning Director

Date: March 6, 2023

Subject: Call for Public Hearing - Downtown Master Plan

EXPLAIN REQUEST:
Call Public Hearing on Monday, April 3, 2020 at 6PM, Huntersville Town Hall to receive public comments on the 2023 Downtown Master Plan.

ACTION RECOMMENDED:
Call Public Hearing on April 3, 2020.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
None

Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Janet Pierson, Town Clerk

Date: March 6, 2023

Subject: Filing Fees for 2023 Election

EXPLAIN REQUEST:
As outlined in General Statute §163-294.2(e), the filing fees for Mayor and Town Commissioners are determined by the governing board.

The filing fees for Huntersville in 2021 were as follows:

Mayor - $10
Board of Commissioners - $5

ACTION RECOMMENDED:
Set Filing Fees

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
1. Request for Election Filing Fees

Carol Hill Williams
Chairperson

Elizabeth M. McDowell
Secretary

Beverly Earle
Member

John Gresham
Member

Mary Potter Summa
Member

Michael G. Dickerson
Director of Elections

MECKLENBURG COUNTY
Board of Elections

February 23, 2023

Mr. Anthony Roberts
Town Manager
Post Office Box 664
Huntersville, North Carolina 28070

Dear Mr. Roberts,

As outlined in North Carolina General Statute §163-294.2 (e) *The filing fee for the primary or election* ***shall be fixed by the governing board*** *not later than the day before candidates are permitted to begin filing notices of candidacy. There shall be a minimum filing fee of five dollars ($5.00). The governing board shall have the authority to set the filing fee at not less than five dollars ($5.00) nor more than one percent (1%) of the annual salary of the office sought unless one percent (1%) of the annual salary of the office sought is less than five dollars ($5.00), in which case the minimum filing fee of five dollars ($5.00) will be charged. The fee shall be paid to the board of elections at the time notice of candidacy is filed.*

The filing fees for Huntersville in 2021 were as follows:

Mayor	$10.00
Board of Commissioners	$5.00

Please provide written confirmation of your filing fees by May 1, 2023. Filing begins Friday, July 7, 2023 at 12:00pm. If you have any questions, do not hesitate to contact me at 704-336-2133. Thank you for your attention to this matter.

Sincerely yours,

Michael Dickerson
Director
Mecklenburg County
Board of Elections

Town of Huntersville
Town Board
March 6, 2023

To: Town Board

From: Anthony Roberts, Town Manager

Date: March 6, 2023

Subject: FY24 Goals

EXPLAIN REQUEST:
Discuss and consider adopting FY24 Goals.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
1. FY 2024 Goals

DRAFT

TOWN OF HUNTERSVILLE

FY 2024 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