AGENDA

Regular Town Board Meeting
May 1, 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 - 5:00 p.m.

1.A. Dellwood/Central Sidewalk Project discussion. *(Stephen Trott)*

1.B. Follow-up on Potential 2023 Bond Referendum. *(Anthony Roberts)*

2. Call to Order

3. Invocation/ Moment of Silence

4. Pledge of Allegiance

5. Staff Questions

6. Public Comments, Requests, or Presentations

6.A. Huntersville 101 Graduation. *(Kim Strickland)*

6.B. Presentation of Small Business Week Proclamation. *(Mayor Bales)*

6.C. Presentation of Kindness Week Proclamation. *(Mayor Bales)*

6.D. Presentation of Manager's Recommended Budget for FY24. *(Anthony Roberts)*

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the April 3, 2023 Regular Town Board Meeting. *(Janet Pierson)*

8.B. Adopt Resolution to Accept On-Call Engineering and Surveying Contracts. *(Stephen Trott)*

8.C. Accept state grant funds and approve budget amendment appropriating the state grant funds in the amount of $224,109 to Abernathy Park Grant Revenue account and Capital Expense account. *(Michael Jaycocks)*

8.D. Approve first budget amendment to Torrence Creek Greenway Trib #2 Capital Project Ordinance transferring $300,000 from the Torrence Creek project to the Downtown Greenways project. *(Pattie McGinnis)*

8.E. Approve first budget amendment to Downtown Greenways Capital Project Ordinance transferring $300,000 from the Torrence Creek project to the Downtown Greenways project. *(Pattie McGinnis)*

8.F. Adopt Resolution calling a public hearing for Monday, May 15, 2023, at 6:00 p.m. at Huntersville Town Hall on Petition #ANNEX 23-03, a request by Whitby Bowman, LLC to annex 34.082 acres of Parcel #019-212-28 into the Town of Huntersville. *(Nathan Farber)*

8.G. Call a public hearing for Monday, June 5, 2023 at 6:00 p.m. at Huntersville Town Hall, on Petition #TA23-03, a request by the Huntersville Planning Department for a text amendment to the Subdivision Ordinance to amend Article 2 Minor Subdivision Definition and to the Zoning Ordinance to amend Article 7.5 buffer requirements. *(Nathan Farber)*

8.H. Call a public hearing for Monday, June 5, 2023 at 6:00 p.m. at Huntersville Town Hall, on Petition #TA23-04, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 9.54 Solar Energy Facilities. *(Nathan Farber)*

8.I. Call a public hearing for Monday, June 5, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition #R23-05, Lagoona Bay Beach Club, a request by Bi-Part Development, LLC to rezone +/- 263.01-acres generally located north and south of NC 73, south of Mayes Road, east of Westmoreland Road, north of McCord Road and west of Black Farm Road from existing Rural and Transitional Residential to Traditional Neighborhood Development - Conditional District, Neighborhood Residential - Conditional District, and Highway Commerical - Conditional District for a mixed-use development consisting of approximately 1,183 residential units (250 single-family homes, 201 townhomes, 432 apartment units and 300 condominium units), 210,000 sq. ft. of retail, 200 hotel rooms, 36,000 sq. ft. of convention center space and a 41.16-acre commercial lagoon (Parcel Nos. 01106218, 01125102, 01125109, 01125103,

01125108, 01104101, 01105105, 01106217, 01106226, 01106219, 01125101, 01125104, 01124123, 01105104 and 01124102).

9. Public Hearings

9.A. Conduct public hearing 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 from Corporate Business and Corporate Business Conditional District to Transit Oriented Development Residential Conditional District, Transit Oriented Development Employment Conditional District, Highway Commercial Conditional District, and Special Purpose Conditional District. *(Jesse James)*

9.B. Conduct public hearing on Petition #R23-02 Babe Stillwell Storage, a request by Lieberman Properties LLC to rezone +/- 8.85 acres located at 7603 Babe Stillwell Farm Road from Neighborhood Residential to Special Purpose Conditional District for an outdoor storage development. *(Jesse James)*

9.C. Conduct public hearing on Petition #R23-03 Ultimate Athlete, a request by Jeremy Martin to rezone +/- 1.290 acres located at 15901 Cramur Drive from Neighborhood Center and General Residential to Highway Commercial Conditional District for an indoor/outdoor recreation center. *(Jesse James)*

10. Other Business

10.A. Consider approving changes to Land Development fees. *(Stephen Trott)*

10.B. Adopt resolution to acquire right-of-way and/or easements for the construction of Bud Henderson Sidewalk project. *(Stephen Trott)*

11. Mayor and Commissioner Reports/Closing Comments

12. Adjourn

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

The Board reserves the right to deviate from the agenda.

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Stephen Trott, Director of Engineering

Date: May 1, 2023

Subject: Dellwood/Central Sidewalk Project Discussion

EXPLAIN REQUEST:
Dellwood/Central Sidewalk Project discussion

ACTION RECOMMENDED:
Discussion

FINANCIAL IMPLICATIONS:
None

ATTACHMENTS:
1. 2023-02-22_Dellwood Exhibit
2. 2023-02-22_Central Exhibit

SIDEWALK ON NORTH SIDE OF DELLWOOD DRIVE

SIDEWALK ON SOUTH SIDE OF DELLWOOD DRIVE

LEGEND

- POTENTIAL GRADING CONFLICT
- POTENTIAL GRAVE YARD CONFLICT
- POTENTIAL UTILITY POLE CONFLICT
- POTENTIAL WATER CONFLICT
- POTENTIAL SANITARY SEWER CONFLICT
- POTENTIAL TREE CONFLICT
- POTENTIAL TELECOM. CONFLICT
- PROPOSED CUT LIMITS
- PROPOSED FILL LIMITS
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- 6' SIDEWALK AND 2'-6" CURB AND GUTTER

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

DELLWOOD DRIVE AND CENTRAL AVENUE SIDEWALK

DATE: 02/27/23

Kimley»Horn

NC LICENSE #F-0102
200 SOUTH TRYON STREET, SUITE 200
CHARLOTTE, NORTH CAROLINA 28202
PHONE 704-333-5131

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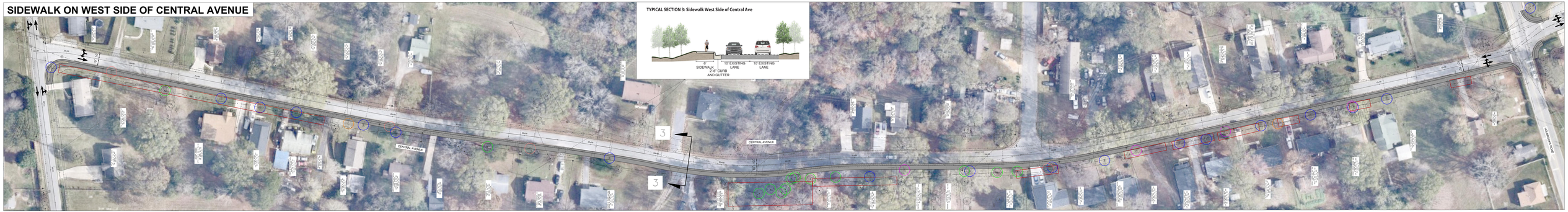
Drawing name: K:\CHL_PRJ\019513 Town Of Huntersville\005 Dellwood and Central\04_CADD\Exhibits\2023-02-21\02-21-2023_Dellwood and Central Exhibit_36x60.dwg EXHIBIT 1-1 Feb 23, 2023 5:01pm by: adam.recker

SIDEWALK ON WEST SIDE OF CENTRAL AVENUE



SIDEWALK ON EAST SIDE OF CENTRAL AVENUE

DELLWOOD DRIVE AND CENTRAL AVENUE SIDEWALK

DATE: 02/27/23

Kimley»Horn

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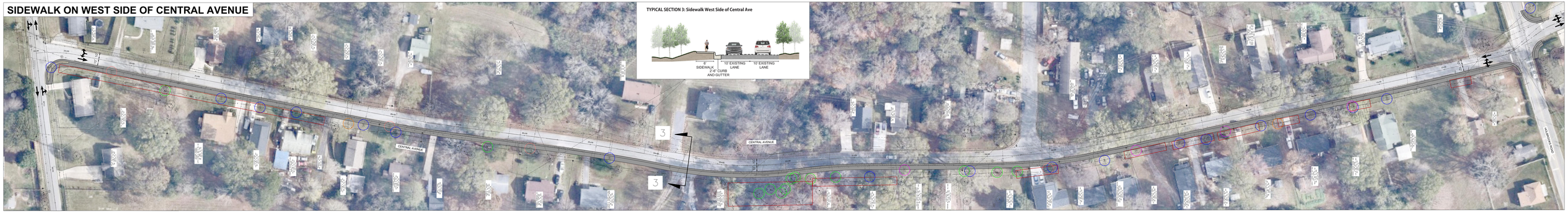
SIDEWALK ON WEST SIDE OF CENTRAL AVENUE



SIDEWALK ON EAST SIDE OF CENTRAL AVENUE

DELLWOOD DRIVE AND CENTRAL AVENUE SIDEWALK

DATE: 02/27/23

Kimley»Horn

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Town of Huntersville
Proclamation

WHEREAS, The Town of Huntersville, North Carolina recognizes and values the dedication and entrepreneurial spirit of small businesses that keep the State and American economy growing stronger; and

WHEREAS, there are over 994,576 small businesses with employees in North Carolina alone representing a majority of the total number of businesses with employees in this state; and

WHEREAS, the income of North Carolina's small business owners totals over $20 billion, and these businesses employ 1.7 million North Carolinians or 44.4% of the State's non-farm private workforce; and

WHEREAS, there are over 28,500 small businesses with employees in Mecklenburg County and over 69,000 sole proprietors, representing a majority of the total number of businesses in the County; and

WHEREAS, it is the collaborative mission of the town working with the Lake Norman Chamber of Commerce, Lake Norman Economic Development Corporation, Visit Lake Norman, and the Small Business Administration to help our businesses grow and create new jobs in the community and Lake Norman region by providing exemplary workforce training, financial assistance programs, and research and technical assistance; and

WHEREAS, The Town of Huntersville appreciates the support of our small business community by the Chamber of Commerce, Central Piedmont Community College, Small Business Technology Development Center, and our SCORE volunteers; and

WHEREAS, during the week of April 30 through May 6, the Lake Norman Chamber of Commerce is celebrating Small Business Week;

NOW, THEREFORE, I Melinda Bales, Mayor of the Town of Huntersville, do hereby proclaim April 30- May 6, 2023 as "Small Business Week" in Huntersville and urge all citizens to acknowledge and celebrate the achievements made by small businesses both locally and nationally, and to further support your local businesses by "Shopping and Buying Local!"

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town of Huntersville to be affixed, this the 1st day of May 2023.

_____

Melinda Bales, Mayor

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Janet Pierson, Town Clerk

Date: May 1, 2023

Subject: Approval of Minutes

EXPLAIN REQUEST:
Consider approving the minutes of the April 3, 2023 Regular Town Board Meeting.

ACTION RECOMMENDED:
Approve Minutes

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. Draft Minutes

TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES

April 3, 2023
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 4:45 p.m. on April 3, 2023.

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

Mayor Bales called the Pre-meeting to order.

The Board heard requests for funding from external agencies.

Cindy Deutsch, Angels and Sparrows, requested $50,000. *Detailed request attached hereto as Exhibit No. 1.*

Harold Rice, Ada Jenkins Center, requested $55,000. *Detailed request attached hereto as Exhibit No. 2.*

Krista Terrell, Arts & Science Council, requested $15,000. *Detailed request attached hereto as Exhibit No. 3.*

Ashley Nydish and Nicole Fiehler, Bags of Hope, requested $26,000. *Detailed request attached hereto as Exhibit No. 4.*

Sarah Fortner, Caterpillar Ministries, requested $30,000. *Detailed request attached hereto as Exhibit No. 5.*

Debbie O'Handley, Hope House, requested $20,000. *Detailed request attached hereto as Exhibit No. 6.*

Jamie Laine, Seasons of Giving, requested $3,000. *Detailed request attached hereto as Exhibit No. 7.*

Bill Russell and Abigail Jennings, requested $20,000. *Detailed request attached hereto as Exhibit No. 8.*

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

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REGULAR MEETING
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on April 3, 2023.

GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Amber Kovacs, Lance Munger, Derek Partee and Stacy Phillips. Commissioner Rob Kidwell entered the meeting at 6:26 p.m. during the MEDIC presentation. Commissioner Dan Boone was not present.

Mayor Bales called the meeting to order.

Mayor Bales called for a moment of silence.

Mayor Bales led the Pledge of Allegiance.

STAFF QUESTIONS

Commissioner Kovacs requested update on new town hall.

Bobby Williams, Assistant Town Manager, reported it is through schematic design and we are working through the consultant and the architect with design documents to get us to construction documents.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

MEDIC Presentation. Mecklenburg EMS Executive Director John Peterson recognized Deputy Director Dr. Jonathan Studnek and Medical Director Dr. Doug Swanson who were present.

Mr. Peterson reviewed proposed changes to the Medic Response Configuration. Dr. Studnek reviewed 911 call protocols, current response configuration and proposed response configuration. Dr. Swanson reviewed 911 calls with a 60-minute response time target from October 21, 2021 – October 31, 2022.

Refer to PowerPoint attached hereto as Exhibit No. 9.

Commissioner Munger noted that the Current Response Configuration chart and the Proposed Response Configuration chart in the presentation need additional information explaining what the information means.

Commissioner Munger questioned why the Board is just finding out about this when it is supposed to take effect on April 17.

Mr. Peterson explained response configuration has been talked about for months. The presentation for the Huntersville Town Board was originally scheduled for early March, but Medic had to cancel and reschedule.

Commissioner Partee noted he is a retired police officer and investigator, and the model for Nassau County Police Department in Long Island was officers were EMT certified and whenever a 911 call went

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into the call center, the call would immediately go out to the police driver to respond immediately to that call while another call went out to the ambulance. How many Medic units are in the Davidson, Cornelius and Huntersville area.

Mr. Peterson noted it varies by day and it varies by hour of the day. It's built by demand, so we look every day and we go back and look at a 20 week worth of demand and we create our schedule that way.

Dr. Studnek explained in Mecklenburg County, police departments are not automatically dispatched on every 911 call where it is a medical call. Dr. Studnek reviewed the MPDS protocol and Medic's staffing model.

Commissioner Partee requested information on how often system status level zero happens to Medic.

Dr. Studnek explained system status level zero is an event that occurs sporadically throughout the system in which all ambulances that are rostered and on service are all on a call and so there are no ambulances available to take the next call. The periods of these usually lasts minutes, not hours. We have mutual aid with the counties that surround us. If no ambulances are available, we may call for mutual aid or we might know that there are ambulances that will be clearing from the hospital.

Commissioner Partee asked if Medic can handle all the calls without the assistance of the fire departments in North Mecklenburg.

Mr. Studnek noted Medic uses a tiered approach where we use first responders who are in their community to respond. We believe that first responder fire departments are vital to managing how we respond to emergencies within our community and appreciate the partnerships that our fire departments have provided to us over the years by being a good medical first responder.

Commissioner Partee asked what is Medic's assumption to the impact that this will put on the Huntersville Fire Department in keeping the same level of service for fire.

Mr. Peterson explained we anticipate there being an increase of calls that the fire department does not respond to by about 5 to 10 percent. The reason for that is because we want to make sure that when we send our fire departments out to calls that they are responding to calls where they can truly make a difference and if it's a call that we don't think there's a potential life-saving intervention or that the fire department actually needs to be on, let's keep them available for another higher priority call or a fire or something else that comes in. Fire will be dispatched when Medic is dispatched. There is protocol in place that our Medical Director created that will allow the fire departments in certain situations to, after they have done a full assessment with the patient and determined that they are a low priority patient and that the fire department is not going to be able to provide any type of medical care or doesn't need to, that the firefighters can actually go available on scene and be able to respond to another emergency call should it come in.

Commissioner Partee suggested Medic consider injecting the police department into the formula.

Commissioner Kovacs asked if the fire department will respond with lights and sirens.

Mr. Peterson noted Medic does not have the authority to dictate to the fire department, but they strongly suggest that the fire departments reduce the use of lights and sirens. The fire departments will have access to the call notes and if they see something in those call notes that they feel is a clinically

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appropriate reason to upgrade a response, they can upgrade their response from non-emergency to emergency.

Commissioner Kovacs asked what can a firefighter actually do medically.

Dr. Swanson noted that the scope of what an EMT can do is set by the North Carolina Medical Board, whether it's an EMT for Medic or for one of the fire departments. Dr. Swanson reviewed what an EMT and paramedic can do medically.

Commissioner Kovacs questioned if the change is due to a staffing issue as opposed to the amount of calls.

Mr. Peterson noted staffing plays a part, but this is not due to a staffing issue. This is an evolution of the EMS system that actually started about 10 years ago and has been slowly progressing and has been accelerated by the pandemic.

Commissioner Kovacs expressed concern about the burden this puts on our fire department and how that's going to affect staffing.

Commissioner Phillips noted it's our budget season and had we known this a little bit sooner we would know how to better prioritize for our fire department and their future asks. Commissioner Phillips requested Chief Dotoli update the Town Board in a couple of months on how this is going for them.

Mayor Bales asked how many ambulances does Medic run currently.

Mr. Peterson responded I believe that number is 72.

Mayor Bales asked what did that look like 20 years ago.

Mr. Peterson said it was probably half or less than that.

Mayor Bales asked do you take trucks out of service to transport i.e. these behavioral health calls.

Mr. Peterson explained that Medic has non-emergency trucks that their dedicated service for the day is to do those non-emergency calls.

Mayor Bales questioned if first responders are dispatched for OC calls.

Dr. Studnek explained OC is an acronym for crisis nurse or crisis line, so those are behavioral health emergencies that are low priority that we think a conversation with a crisis counselor on the phone will manage the issue. Medic does not dispatch first responders or an ambulance if the crisis provider is able to deescalate the situation.

Mayor Bales expressed concern with our fire department responding and then being left sitting with calls waiting for Medic to show.

Mr. Peterson noted that Medic will follow-up with the fire departments on a monthly basis to make sure it doesn't become burdensome for the departments.

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Mayor Bales noted this Board is going to have to continue to look at the numbers in the budget. We may be looking at a significant amount of money in regards to making sure that the fire department has the things that they need to run these calls, especially if they are going to be sitting there.

Commissioner Munger asked do you know how your response time compares to other major metro areas currently and based on the proposed model.

Mr. Peterson said as far as our performance today I would put our performance on Priority 1 response times up against anyone. Our average in the county right now is 8 minutes 23 seconds. As far as our new response configuration, we are not going to be the first who is making changes like this, but we are one of the first, so it's hard for me to answer that question.

Mayor Bales expressed appreciation to Medic for their presentation.

Education and Sharing Day Proclamation. Mayor Bales proclaimed April 2, 2023, as Education and Sharing Day.

Town of Huntersville
Proclamation

WHEREAS, the basis for the continuity of any society is education; and in the great state of North Carolina the education of our youth is a priority; and

WHEREAS, in order to achieve its highest goals, education must not only impart knowledge but also teach the students how to live, forming and strengthening their moral character to make a better life for themselves as individuals and for society as a whole; imparting moral and ethical values that have been the bedrock of society since the dawn of civilization; and

WHEREAS, a global spiritual leader and leading advocate for the advancement of education, the Rebbe, Rabbi Menachem M. Schneerson, of righteous memory, stressed that a moral and ethical education empowers every individual to develop their full potential in making the world a better place; and

WHEREAS, such an education can nurture the unity of diverse peoples through encouraging increased acts of goodness and kindness, imbued with the awareness that even a single positive act of an individual can change the world and usher in an era of global peace, when there will "be peace within your walls, serenity within your mansions" (Psalms 122); and

WHEREAS, "Education & Sharing Day" is observed each year on the Rebbe's birthday in recognition of his outstanding and lasting contributions toward the improvement of education, morality, and acts of charity around the world; a day to pause and reflect on our responsibility to ensure our youth have the foundation necessary to lead lives rich in purpose and fulfillment through service and good works; and

WHEREAS, April 2, 2023, will mark 121 years since the Rebbe's birth, capping a year in which thousands of new institutions and initiatives were launched throughout the world in tribute to this celebration; and

WHEREAS, this year has an added significance as a year of "Hakhel," a biblical event of unity, education and spiritual growth emphasizing how every person is crucial to perfecting the world;

NOW, THEREFORE, I, Melinda Bales, Mayor of the Town of Huntersville, do hereby proclaim Sunday, April 2, 2023, to be: **EDUCATION AND SHARING DAY** in the Town of Huntersville and call upon everyone to work together to create a better, brighter, and more promising future for all.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 3rd of April, 2023.

AGENDA CHANGES

Commissioner Kidwell made a motion to move Item 8.E. under the Consent Agenda (Adopt Resolution to accept Settlement Agreement for Parcel #01711305 for the construction of the Main St Improvements project) to Item 10.I under Other Business. Commissioner Kovacs seconded motion. Motion carried 3 to 2, with Commissioners Munger and Partee opposed.

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Commissioner Kidwell made a motion to adopt the agenda as amended. Commissioner Kovacs seconded motion. Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes – February 20, 2023. Commissioner Phillips made a motion to approve the minutes of the February 20, 2023, Regular Town Board Meeting. Commissioner Munger seconded motion. Motion carried unanimously.

Approval of Minutes – March 6, 2023. Commissioner Phillips made a motion to approve the minutes of the March 6, 2023, Regular Town Board Meeting. Commissioner Munger seconded motion. Motion carried unanimously.

Call for Public Hearing – Petition #R23-02 Babe Stillwell Storage. Commissioner Phillips made a motion to call a public hearing for Monday, May 1, 2023, at 6:00 p.m. at Huntersville Town Hall on Petition #R23-02 Babe Stillwell Storage, a request by Lieberman Properties LLC to rezone +/- 8.85 acres located at 7603 Babe Stillwell Farm Road from Neighborhood Residential to Special Purpose Conditional District for an outdoor storage development.

Commissioner Munger seconded motion.

Motion carried unanimously.

Call for Public Hearing – Petition #R23-03 Ultimate Athlete. Commissioner Phillips made a motion to call a public hearing for Monday, May 1, 2023, at 6:00 p.m. at Huntersville Town Hall on Petition #R23-03 Ultimate Athlete, a request by Jeremy Martin to rezone +/- 1.290 acres located at 15901 Cramur Drive from Neighborhood Center to Highway Commercial Conditional District for an indoor/outdoor recreation center.

Commissioner Munger seconded motion.

Motion carried unanimously.

PUBLIC HEARINGS

Petition #R22-07 Town 1 Mixed-use Center. Mayor Bales called to order public hearing 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 from Corporate Business and Corporate Business Conditional District to Transit Oriented Development Residential Conditional District, Highway Commercial Conditional District, and Special Purpose Conditional District.

The applicant has requested the public hearing be continued to Monday, May 1, 2023.

Commissioner Munger made a motion to continue the public hearing on Petition #R22-07 to Monday, May 1, 2023, at 6:00 p.m. at Huntersville Town Hall.

Commissioner Phillips seconded motion.

Motion carried unanimously.

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Petition #TA23-02. Mayor Bales called to order public hearing on Petition #TA23-02, a request by the Town of Huntersville Planning Department, for a text amendment to the Zoning Ordinance to amend Article 14.2.3 of the Zoning Ordinance, TIA reference no longer applicable as a result of the current administrative review of Sketch Plans; Section 6.300 of the Subdivision Ordinance for a TIA reference no longer applicable; Articles 11.8 and 14.4.4 of the Zoning Ordinance regarding the 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 regarding Conditional Zoning Community Meeting notification requirements.

Lauren Speight, Planner II, entered the Staff Report into the record and reviewed request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 10.*

This is a text amendment of multiple parts of the Zoning and Subdivision Ordinances.

Sections 1 and 2 are regarding regulations for the Traffic Impact Analysis (TIA) requirements. Please note there are no changes to existing thresholds for improvements. Section 1 is regarding a TIA reference that is no longer applicable in the Zoning Ordinance. A few sentences down it reads "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." That section is a holdover from when the sketch plan review was quasi-judicial. It is not administratively reviewed, so there is no reference in the Subdivision Ordinance. That requirement is now just in the Zoning Ordinance.

The next section for resubmittals of TIA's is only specific to rezoning cases because rezoning cases would be the only plan that would be coming to the Town Board now for new subdivisions specifically.

Section 2 is also regarding a TIA reference that is no longer applicable. This subsection is within the sketch plan requirements of the Subdivision Ordinance. This was specified by the Planning Director. Subsection 2 indicates that for developments of 20 or more residential units or equivalent traffic generation a physical analysis is required. The thresholds are already set in Article 14. This is not removing the requirement. A development of 20 units or more would still have to submit a TIA determination of need and if it hit any thresholds for improvements, they would still be required.

Section 3 is regarding the withdrawal of amendments such as text amendments and map amendments for rezonings. This proposed change is for Article 11.4.4 of the Zoning Ordinance. The ordinance currently allows for the withdrawal of petitions at any time up to the date of the public hearing on the petition. The revision indicates that the withdrawal can take place at any time prior to final action by the Town Board.

Section 4 is regarding the withdrawal of the petitions specifically for the reclassification of property, which are rezoning petitions, so it indicates that if for example a petition for the reclassification of property was withdrawn, the petitioner would have to wait a year before resubmitted unless they met one of the criterion in Subsection 2.

Sections 5 and 6 are both regarding mailing requirements for community meetings. Section 5 includes proposed changes to mailing requirements for community meetings for sketch plans for major subdivisions. Section 6 includes proposed changes to mailing requirements for the required community meeting held by petitioners for rezonings. Both Sections 5 and 6 change the mailing requirement that the community meetings must be sent via certified mail.

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Commissioner Kidwell said with the TIA, what is the current threshold that is required and what was it previously.

Stephen Trott, Director of Engineering, said the current thresholds are 1,500 daily trips/150 peak hour trips. The prior threshold was 1,000 daily trips/100 peak hour trips. The current ordinance also gives the option that the Town can defer the TIA to NCDOT if NCDOT is requiring a TIA.

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

Petition #TA22-11. Mayor Bales called to order public hearing 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.

Lauren Speight, Planner II, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 11.*

The purpose of this text amendment is to increase flexibility of sign regulations based on customer feedback and to clarify and codify current practices.

The most extensive changes are to Article 10.7.1 which has the standards for permanent on-premise signs and the most notable change in this section is regarding the sign on the parking lot facades of buildings.

Today if you have a building that fronts a public street you are allowed a percentage of the wall façade that fronts the public street for your primary sign. To have a sign on another wall of the building, it has to be facing a parking lot and have pedestrian entry. If you want to have a sign on that side, it can be up to 32 sq. ft., but it must be a transfer from the amount that you are allowed on the primary side. What we are proposing is that the calculation for the primary façade stay the same, but parking lot signs are allowed to just have 32 sq. ft. outright. This is from customer feedback that staff has been receiving for a number of years, wherein many businesses don't have enough sign area to transfer or there are multi-tenant buildings that have a small amount of wall area to start with and then they don't have a sign on the parking lot side which is where most people enter a lot of multi-tenant buildings.

Staff has received a lot of feedback as well regarding multi-tenant, multi-level buildings. In many cases staff is receiving feedback that a tenant will sign a contract to lease a unit or multiple units in a multi-tenant, multi-story building and as a part of their contract they are promised a sign on the primary façade of the building, but when they go to submit sign permits we see that the existing signs are using the maximum area for the allowable wall signs. Our proposed change is that when we have new multi-tenant, multi-level buildings or site plan revisions, that staff require a plan to be administratively reviewed to ensure that all tenants are able to get signage for identification purposes.

There are two options that developments have if they would like some additional flexibility beyond what the Zoning Ordinance already allows for signage and there are development area requirements, so there's a minimum acreage requirement that you have to meet to be allowed these options. One is a special sign district, which we have only a handful of and then another is the Planned Development Sign which we actually have quite a few of, that allows a larger monument sign and in the case of Special Sign Districts, it's up to the Town Board's discretion to grant whatever the development is proposing. The most notable changes here are that for the Planned Development option, which is administratively

approved by staff, we are proposing to allow a 40 sq. ft. sign on one non-street fronting wall for the development.

Lastly, staff has received numerous requests for drive-up signs. This kind of started with a proposal for an incredibly large canopy drive-up sign that was pretty much the dimensions of a gas station canopy in one of the developments, so we took to kind of evaluating how to appropriately allow these types of signs and the proposal within this text amendment is that signs like drive-up or curbside pick-up signs would be restricted to be similar to what is currently required for handicapped signs.

There's an additional category that's proposed for temporary sporting events. Staff has also received feedback that the various sporting events that are held in the Town would like to have temporary signs. Right now flashing banners and things like that are not allowed because of the distraction it could cause. However, we are proposing that a stationary sign be allowed for temporary sporting events that take place in town.

Commissioner Phillips said the one that kind of stood out to me was the last one you just spoke about with the sports. How come that wasn't considered just to say public events, because when we have Angels of 97, the Highland Games, things like that, those are temporary.

Ms. Speight said public interest events are already in there.

Commissioner Munger said on the sporting event or other event signs, is there a specific timeframe they can put them up/take them down.

Ms. Speight said they should be up no sooner than the day of the event and may be allowed through the duration of the event.

Commissioner Munger said if you go back to the Target looking thing. I'm just curious what was our overall objection to that.

Ms. Speight said this was hotly debated amongst staff. One thing that we wanted to consider is that most people are already familiar with the drive-up signs and where they are going to be located. If you're not, you know to look for them already. It's not something that's new that anyone is doing, especially since the pandemic most places have a curbside or a drive-up pick-up option and Target's is very familiar. The idea is that we didn't want these to be overwhelming. Another consideration is that when the signs get to a certain dimension, they may require a building permit and right now we do not have a category that would fit in other than it being a monument sign and there is no monument sign type that a drive-up sign would fit within, which was the situation we got into with the canopy that was previously proposed. We tried to find a way that someone could have a drive-up sign without having to get a building permit or a sign permit, so this would be a sign that would be allowed similarly to directional signs that are already required without having to have a permit.

Commissioner Munger said I wouldn't mind seeing some options around this when it comes to a vote, because that doesn't bother me.

Ms. Speight said it's currently a separate section, so you are welcome to exclude this.

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Commissioner Kovacs said I was actually going to say the same thing. I like the differentiation but because as someone that does utilize handicapped parking sometimes, I have been known to start to pull in and go it's drive-up, so I actually like the differentiation. I would like to see some options as well.

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

2023 Downtown Master Plan. Mayor Bales called to order public hearing to receive public comments on the 2023 Downtown Master Plan.

Jack Simoneau, Planning Director, reviewed the Draft 2023 Downtown Master Plan. *Refer to PowerPoint attached hereto as Exhibit No. 12.*

Commissioner Kovacs pointed out the green dot symbols surrounded by blue and questioned if those were proposed roundabouts in Greenfield Park.

Mr. Simoneau said those would not be roundabouts. Those are just street intersections.

Gatewood Campbell, 104 Interlaken Place, said I'm here today to encourage you to vote yes to the final draft of the Downtown Master Plan. I was one of the 15 voting members on the Downtown Plan Steering Committee and although we started out light years away from each other, we came together and voted unanimously to approve this plan and send it to you for vote. This process was not an easy one, but the voting members and ex officio members were deeply committed to coming up with a solid plan to add new life and excitement to our downtown. Over the course of 13 months, we met 15 times. That's 30 hours of meetings and discussions and that doesn't include the research and homework done to prepare for the meetings. Additionally, we had three public forums throughout the process, for a total of 18 meetings. As you review the plans, please take into full consideration the details done prior to tonight's public hearing. I assure you we did our due diligence on this project and we are proud of the final product. I encourage you to trust the process and approve the final Draft Master Plan. I want to thank Chairperson Sarah McAulay and Vice Chair Lee Hallman for their leadership and guidance. I also want to acknowledge and thank the Planning staff and in particular Dave Hill and Jack Simoneau. A special thanks to Commissioners Phillips and Kidwell for taking the time and attention to get this train back on the right track this summer, not the commuter rail, that's not coming. Thank you to each of you for your commitment to the Town of Huntersville and your dedication to our town. I hope you will vote unanimously to approve this draft of the Master Plan for which I am very proud.

Charles Guignard, 201 Sherwood Drive, said I have been here for 44 years. Over 30 years ago I bought my first piece of property and second and third piece of property in what you all affectionately call Downtown Huntersville. I was coerced by the person that told me to keep my mouth shut tonight, to serve on this committee because I was intrigued, interested, etc. in the downtown. Gatewood has already summarized this well. I turned around to her when Commissioner Kovacs was talking about roundabouts and I said is she trying to get my heart to stop, are there more roundabouts. Praise God, not. I say all that to say I think there is one word that this Board that I used to sit on needs to remember. We were more than light years apart. We were eons apart. That's because I'm much older than Gatewood. We voted unanimously that night without any comments. Thank you to Commissioner McAulay and to Lee Hallman and their work to make that happen. I urge you to do this, not for my sake, not for the downtown's sake, but for the Town's sake. On a side note, after sitting here and listening to the 911 discussions over an hour, remember one thing that I don't think you were told and you may all be well aware, MEDIC is a profit center. They are not an agency of the county. They are making money

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and like the rest of the world they are having a hard time staffing up to the needs of this region. Thank you for your allowing us to serve faithfully for the Downtown Committee. We did vote unanimously.

Sarah McAulay, Chair of the Downtown Plan Steering Committee, said I come to you and ask you to vote for this Downtown Plan as soon as possible, so we can start making additional things happen. There are already some happening and I will tell you, we are all concerned about the downtown traffic, it's not going to be solved on Gilead Road. It's going to be on the outreaches, which was beyond this study group. That needs to have your full attention in the future, but right now please proceed to vote for this plan, let us get started working on it. I thank the Board on behalf of all of us that served for the opportunity. I thank the Planning staff and the consultants for their leadership in working with all of us.

Ron Julian, 110 North Maxwell, said I don't think I've been up here and spoke since I left this dais, but today is a great day. I want to thank the committee for putting this plan together. As many of you guys know, me and Teresa built our retirement home in downtown Huntersville. It's probably the only new home right now in the downtown. We are looking forward to restaurants and breweries and all kinds of places that we can walk to and enjoy, so this is a start to it. We support it. You haven't heard much from us in the way of for it or against it. I've got a road going right by my house…….now I will tell you I understand it. We hope there will be tons of people downtown. Now, you do have to buy that land, I will tell you that. Don't worry about that, that's not yet……whenever you are ready. We're excited for Huntersville because this is what we need. We hope there will be many festivals and people will be elbow to elbow, but we are looking forward to the growth here in Huntersville. We don't plan to go anywhere. We're going to be right there. Huntersville is home. Please approve this plan and keep Huntersville going and thank you for your service.

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

Petition #ANNEX23-01. Mayor Bales called to order public hearing on Petition #ANNEX23-01, a request by Camden Bowman, LLC to annex 33.535 acres into the Town of Huntersville.

Nathan Farber, Planner I, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 13.*

This is an annexation of the Camden subdivision by the applicant Camden Bowman, into the Town of Huntersville.

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

Petition #ANNEX23-02. Mayor Bales called to order public hearing on Petition #ANNEX23-02, a request by Bobby MacNaughton, Richard Carpentieri, Emily Bice, Logan Ruffin, Abril Jimenez, and Chirag B. Patel to annex 62.593 acres into the Town of Huntersville.

Nathan Farber, Planner I, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 14.*

Bobby MacNaughton is representing KB Homes Charlotte LLC. This annexation is a non-contiguous annexation, so it's a satellite parcel. It is part of The Hills subdivision and it's 62.593 acres. The property is about 900' from the primary corporate limits of the Town. The property is a little over a mile from the nearest other primary corporate limits, which is Charlotte. If annexed, the percentage of satellite

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property within the Huntersville corporate limits would be 7.7 percent, which remains under the required 10 percent.

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

OTHER BUSINESS

Petition #ANNEX23-02. Petition #ANNEX23-02 is a request by Bobby MacNaughton, Richard Carpentieri, Emily Bice, Logan Ruffin, Abril Jimenez, and Chirag B. Patel to annex 62.593 acres into the Town of Huntersville.

Nathan Farber, Planner I, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 15.*

Commissioner Munger made a motion to adopt Annexation Ordinance 2023-02 and approve Petition #ANNEX23-03, a request by Bobby MacNaughton, Richard Carpentieri, Emily Bice, Logan Ruffin, Abril Jimenez, and Chirag Patel to annex 62.593 acres of Parcels 021-031-04, 021-031-32, 021-031-07, 021-031-38, 021-033-89 through 021-033-91, 021-033-01 through 021-033-18, 021-033-52 through 021-033-88, into the Town of Huntersville.

Commissioner Phillips seconded motion.

Mayor Bales called for the vote to adopt Annexation Ordinance 2023-02.

Motion carried unanimously.

Annexation Ordinance attached hereto as Exhibit No. 16.

Petition #ANNEX23-01. Petition #ANNEX23-01 is a request by Camden Bowman LLC to annex 33.535 acres into the Town of Huntersville.

Nathan Farber, Planner I, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 17.*

Commissioner Partee made a motion on Petition #ANNEX23-01 to annex 33.535 acres of Parcel 011-241-04 into the Town of Huntersville.

Commissioner Kovacs seconded motion.

Commissioner Partee amended his motion to include to approve Annexation Ordinance #23-01.

Commissioner Kovacs seconded amended motion.

Mayor Bales called for the vote to adopt Annexation Ordinance 2023-01.

Motion carried unanimously.

Annexation Ordinance attached hereto as Exhibit No. 18.

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Resolution – Ratify Acceptance of State Grant Funds. In the 2022 State Appropriations Act, the State of North Carolina appropriated $650,000 to the Town for an air filtration system for HFFA. The Town must ratify acceptance of State grant funds.

Commissioner Partee made a motion to approve R2023-10, a Resolution to ratify acceptance of State grant funds for HFFA air filtration system in the amount of $650,000.

Commissioner Kidwell seconded motion.

Commissioner Munger said if Item C was passed and Item D was not passed, what does that do with Item C.

Bobby Williams, Assistant Town Manager, said it was for HVAC upgrades, so it may not necessarily be what is before you tonight. It may be some other version of HVAC upgrades to improve the pool environment in the 50-meter pool.

Commissioner Munger said those funds could be used in other ways other than are specifically mentioned in Item D, as long as they are used for the HVAC specific systems at HFFA.

Mr. Williams said it was generically worded in the State budget appropriation for HVAC. We did submit a preliminary scope of services to the State. They treat it like a grant. We have to tell them here's how we are going to spend the money, so I would want to go back and revise that before I gave you a 100 percent answer, but it was generically worded enough that suggest you could do some other HVAC, not necessarily one system, but maybe an array of other improvements.

Mayor Bales said I do want to take a second to thank Representative Bradford for securing these funds. He called last year when they were working through the budget and asked what needs we had and I shared with him this was a big need and had conversations with our HFFA Committee around this and we put in that ask, so I want to take a moment to say thank you to him for all that hard work he did to secure them.

Mayor Bales called for the vote to adopt Resolution.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 19.

Award HFFA HVAC Equipment and Installation Contract. Zach Brown, HFFA Director, gave a quick overview of the project. *Refer to PowerPoint attached hereto as Exhibit No. 20.*

Representatives from MSS Solutions are available for any questions: Allison Dennis, MSS Solutions, 4300 Waterbury Drive, Charlotte and Larry McWilliams, MSS Solutions, 3921 Sussex Avenue, Charlotte.

Commissioner Munger said I'm trying to understand some of the specifics about what you will be doing and what you won't be doing. Is one of the items that you are doing is building an automation system for the HVAC?

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Mr. McWilliams said the pool units themselves will come with a web-based control system for the 50-meter pool, the units that control the climate for the 50-meter pool. We will not be providing a building automation system for the entire building.

Commissioner Munger said will you be modifying the existing diffusers air pattern towards the pool?

Mr. McWilliams said our bid included replacement of the existing metal ductwork in the space with fabric ductwork, which will have an anti-microbial coating which is much better suited for a corrosive environment like a pool space than metal ductwork. As part of that replacement, we will evaluate the air flow pattern of the new ductwork that we put in the space with the intent of focusing more air flow on the pool surface and other critical spaces like upwards towards the ceiling and try to clear as many of the chlorines and things like that off the pool surface.

Commissioner Munger said in relation to the ductwork itself, when you go through and replace it will you be responsible for the removal of that ductwork that is no longer used?

Mr. McWilliams said we will dispose of the old ductwork.

Commissioner Munger said will you be working on air distribution devices?

Mr. McWilliams said the fabric ductwork is a porous material that has holes that direct the air flow out of the fabric ductwork. It doesn't have the same type of drum louver type air distribution that you see existing in the space. One of our proposed alternates in our original proposal included changing the direction of the existing air distribution devices in the space, but with the replacement of the ductwork, that would no longer be necessary. All the direction of the airflow will be handled as part of the design by the fabric ductwork system.

Commissioner Munger said will you be doing any cleaning or leak testing of existing ductwork or piping?

Mr. McWilliams said I believe that was specifically excluded from our proposal.

Commissioner Munger said that basically just covers the existing ductwork because if you will be replacing it, you'll do leak testing of anything you are putting in.

Mr. McWilliams said any new piping, yes we will leak test. There will not be, I guess you are talking about a duct pressure test. It's not necessary for the fabric ductwork in the space, plus the supply ductwork is all exposed within the space so the air is generally all going to the same place. What I will say is we are replacing the ductwork that's inside the pool space. We are not replacing the ductwork on the roof except to the extent necessary to replace the existing units.

Commissioner Munger said you don't have any concerns about any of the ductwork on the roof?

Mr. McWilliams said my personal opinion is I believe it is an existing condition. We were not able to determine any issues with the existing, but if it's determined during the construction process, then we will bring that to the attention of Zach and his team and figure out a way to solve that problem.

Commissioner Munger said there's something interesting about what you just said and I'm just going to say maybe that was just the external ductwork because you said you determined there's not anything wrong with the existing ductwork, but we're here because the existing ductwork failed. Are we not?

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Mr. Brown said no, it's not necessarily that the existing ductwork has failed, it's the units themselves that are not operational. Any of the external on the roof ductwork that they would be replacing would be whatever needs to be realigned in order to fit the new units, so any ductwork that would need to modify to fit within the specs of the new units would be getting replaced.

Commissioner Munger said we are only replacing the ductwork as it relates to its capabilities within the new system that is being implemented?

Mr. McWilliams said I would say that we are replacing the ductwork that has to do with the physical distribution of the air to the space. The ductwork on the roof simply carries the air from the unit into the space. It doesn't actually deliver it across the existing space and surface at the walls. The reason we proposed going to a fabric duct solution is because it gives a more even air distribution pattern and we are able to space the amount of air flow out across the entire length of the perimeter of the pool, whereas the current air distribution pattern, there's a diffuser every say 30', 40', 50' and then they are directionally aimed, so you're limited in the amount of coverage you have because you are limited by the number of diffusers, whereas with the fabric ductwork it's more of a continuous delivery of airflow.

Commissioner Munger said correct me if I'm wrong, but this HVAC system is specific to the pool, not the entire facility.

Mr. McWilliams said yes.

Commissioner Munger said should there be a need to cut a new hole or create anything to accommodate the new HVAC system, you are saying that's something you are not going to be responsible for?

Mr. McWilliams said we would not have excluded something that we felt was necessary for the project. We feel like it's not going to be a requirement of the project to cut a hole in the roof, ceiling or wall or else we would have included it.

Commissioner Munger said should that happen, then it's a separate negotiation, is that what we are saying?

Mr. McWilliams said I guess if it were to happen, then in my opinion it would require a change in the scope of the project.

Commissioner Munger said will there be any instance for a need of a temporary HVAC or utilities?

Mr. McWilliams said I believe it depends on the time period when the work is completed, so as we stated in our proposal our understanding was that the busy season for the pool begins September timeframe with the start of high school swimming sports and ends February timeframe as spring begins. The schedule of the project is somewhat limited by the procurement of the equipment. If you are not familiar with the HVAC equipment industry right now, lead times are extravagant on just about everything, so the proposed equipment that we've included for the project as of a few weeks ago was at about 34 weeks to have it delivered to us before we can install it on a roof. When we submitted our original bid, I'd say we anticipated a mid-February release on the project which would start our design process, releasing subcontractors through shop drawings and then our ability to release equipment for production. As it's kind of pushed out a few weeks from that point, 34 weeks puts us close to the end of

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the year, so that kind of falls right in the middle of your busy season for the pool. What we've explained to Zach is that we have the ability to either start during the busy season and kind of work through what is going on, can we work through a down time, can we replace equipment over a weekend, all that scheduling stuff will be worked out as we begin the construction process with our project management team or we can hold the equipment in our warehouse in Charlotte until we get to say March and the pool is less busy and potentially avoid the need for rental equipment on the project all together. That's something that needs to be worked through, but a specific part of the bid did not request the inclusion of rental equipment, so we did not include it.

Commissioner Munger said if there were a need, it would be a separate negotiation?

Mr. McWilliams said right.

Commissioner Munger said the only other one I guess I just had a question about was the abatement and/or testing of hazardous materials. Is that not a standard thing?

Mr. McWilliams said given the construction of the building being 2001, it's highly unlikely that any asbestos was utilized in the construction of the building, so we excluded that from our scope.

Commissioner Munger said this is asbestos specific?

Mr. McWilliams said yes.

Commissioner Munger said everything I just read to you is on your proposal does not include. And one of the specifics we talked about modification of existing diffusers air pattern towards the pool. It did sound like that was something that would actually fall within scope.

Mr. McWilliams said yes……we listed that out as two different things. One was going to be if we kept the existing metal ductwork and then the other was if we replaced the fabric ductwork. Both of those give us the ability to adjust the airflow pattern more towards the pool. We felt like the fabric ductwork option gives you a more continuous direction of that airflow at the pool surface. I believe you are correct that either one of those options would include modifying the air distribution.

Commissioner Munger said I would ask that any motion to be made remove that particular item. Additionally, I am not comfortable with the bottom one, if not specifically included above the item has been excluded. I know it's kind of a catchall.

Mayor Bales said what did you say exactly?

Commissioner Munger said it would be modification of existing diffusers air pattern towards the pool, based on what we are hearing here that would be something that should not be specifically excluded.

Mr. McWilliams said just to clarify, you are talking about the air distribution devices.

Commissioner Munger said if I look at the proposal and I go down eight bullet points, there's a line, and this is under This Proposal does not Include, modification of existing diffusers air pattern towards the pool. Based on what we've just heard, that is something that should actually be included in this proposal.

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Mr. McWilliams said I think that one was added to the exclusions after the discussion. There were two alternates proposed, one was fabric ductwork and one was the modification to the existing air distribution devices. When we met with Zach, he told us the intent was to use the fabric ductwork. At that point we added the exclusion of modifying existing air distribution devices because that is not going to be part of our scope. We can strike it. It doesn't matter to me.

Anthony Roberts, Town Manager, said there were add-ons after the original proposal.

Mr. McWilliams said all the add-ons were included in the original proposal, they were just broken out for clarity of scope because the scope did not specifically ask for the modifications. The scope was basically a performance-based scope and we provided alternates to kind of level the field to say this is how we feel like you can get to the requested performance, but since it wasn't explicitly required we broke it out as a separate cost.

Commissioner Kidwell said just going on this, modification of existing diffusers air pattern towards the pool would be if the ductwork remained up there and you did not replace it, correct?

Mr. McWilliams said yes.

Commissioner Kidwell said you are putting up new fabric ductwork so existing diffuser air pattern won't be there?

Mr. McWilliams said correct.

Commissioner Kidwell said the Dectron unit on top of the building is the same as the existing dehumidification unit, correct?

Mr. Brown said correct.

Commissioner Kidwell said when we replace those, we are replacing the ductwork that they are attached to going into the building?

Mr. Brown said there will be sections that would not because it would be redundant to change out that, but any ductwork to change with the fitment of the new units would be getting changed.

Commissioner Kidwell said one of the things that we had discussed during the HFFA meetings, and maybe you can answer this from a typical standpoint, was the airflow coming from the dehumidification units was being stifled by the way the ductwork flowed into the pool area. Are we correcting that or are we not correcting that?

Mr. McWilliams said I believe we are correcting that. I can't 100 percent say that the existing ductwork is the reason that you are having the maintenance issues you are with the unit. It's one theory. I feel like it's more likely that you are having issues from compressor cycling due to the way the Dectron units are designed. But to answer your question, the fabric ductwork itself operates on a very low static pressure requirement, so once you build up that amount of static pressure, the ductwork kind of inflates equally and then the air kind of makes its way out of the ductwork. It's almost like blowing up a balloon and then the pressure kind of equalizes throughout the ductwork system, whereas when you are working with a metal type ductwork system and the existing type of air distribution devices, it's kind of an equal based friction system so if you go in the space, you'll notice that the ductwork reduces in size

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as it goes down. Each one of those reductions in sizes, each one of the air distribution caps, is a pressure loss and each one of those pressure losses makes the fan work harder to deliver the airflow that's required, therefore the more that you have potentially the less airflow you are delivering. All that to say that I don't believe the existing ductwork system is creating so much resistance that it's causing unit failure, but it's making the unit work harder and therefore using more energy to deliver the airflow in the space.

Commissioner Kovacs said how long is the new unit intended to last?

Mr. McWilliams said like with any mechanical piece of equipment, there's no way to say for sure, however I will say a few things. As part of this proposal, we have provided a 2-year parts 5-year labor warranty which is above and beyond what you would see in industry standard. Also, the unit that we are proposing is all aluminum construction, which is corrosion resistant to the pool environment. All the coils have aluminum casings. All the coils have corrosion resistant coatings. In my opinion, the unit that we are providing is above and beyond what you would get from a standard pool dehumidification unit that is bought from one of the other major manufacturers and my estimated lifespan would probably be in the neighborhood of 22-25 years.

Commissioner Munger said how much is HFFA projected to lose this year?

Mr. Brown said we are seeing things turn more positive overall, so I don't want to say it's still too early to tell, but certainly we are making a cut into that deficit. I'd say approximately off the cuff about $350,000.

Commissioner Munger said so we are coming back near net zero?

Mr. Brown said correct. We are certainly seeing an increase in membership, increase in events overall and so with that accompanied with some reduced expenses, we are seeing that come to a point where we were seeing back in 2018/2019.

Commissioner Munger said has HFFA had a negative net effect due to the opening of the North Meck Regional Recreation Center?

Mr. Brown said I will say possibly. Certainly, there will be individuals that would utilize North Meck more than HFFA just due to location. Unfortunately, it's a little difficult to be able to pinpoint and say that is the exact reason only because we are still rebuilding out of Covid. When we came out of the shut down of the facility and all memberships were terminated, we are in the process of regrowing that membership base. We are not capable of pinpointing specific to this facility opening so this is why we are seeing the metrics that we are seeing today. I will say, however, that even with that facility being open, there are certainly some things that we offer that are uniquely different than what they offer. It's brand new, pricing is different. They have a little bit of different options as I mentioned. However, we have seen from a membership growth standpoint, January, February were some of the strongest that we've ever not only experienced but also have seen from historical data, so we are rapidly approaching the amount of membership growth in the beginning of 2023 to what we gained overall all of 2022. I do think that there's been an impact, but I can't unfortunately answer very detailed answers to what that impact is.

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Commissioner Munger said you did a breakdown of what $50 million actually is. After you got down to the breakdown of everything that is actually allocated one way or another, I believe the number was somewhere between $8 million and $8.5 million of free to spend funds.

Jackie Huffman, Deputy Town Manager, said I would have said in the neighborhood of $8 million.

Commissioner Munger said I just want to call this out specifically to the Board because we, not on this motion, but on the next motion, are about to allocate $1.3 million of those $8 million, to a single fix for HFFA.

Commissioner Phillips said if this gets turned down, then what happens?

Mr. Brown said at this juncture if it gets turned down and there is not a vote or approval to push out a new bid, we would continue as is, attempting to keep the units running as best as possible to serve the various user groups in the space. With the mitigation strategies we've done, we have seen some improvement in the space. I can't stand here and guarantee that any and all of those will be a long-term fix. They were all viewed truly as short-term. There's always potential that as things may deteriorate, they may not be able to be replaced. The biggest challenge we have right now with the current units and the provider of those units is with everything being so proprietary if there's something that goes down, it is weeks and months until it can be replaced, so we obviously have some contingencies for the short-term responses to those so we can try to provide the best space possible.

Commissioner Phillips said this has been going on for a while now. What would happen if we just waited to do this after the budget?

Mr. Brown said at the current time we have been made aware by not only MSS but certainly the manufacturers that if we prolong this project, costs are going to go up, so we are at a very thin margin right now that if we were to delay this project there would be adjustments in price.

Commissioner Phillips said what kind of percentage of adjustment, do you know?

Mr. Brown said approximately 5 percent.

Mr. McWilliams said in the HVAC industry, we see a 3 to 5 percent increase every three months from manufacturers. We've done our best negotiation to hold pricing as long as we possibly can, but at some point we lose that power to negotiate with them.

Commissioner Phillips said I just need to put it out there that Munger's done about convinced me out of this. I hate it when we have budget things that should be a budget item come to us outside of the budget scope because it all matters. And then sitting here and thinking about Jackie's fund balance getting chopped down and then what will happen is come budget time we forget that this discussion happened and it's not in the upcoming budget, but it's a spend that's affecting our books. I remember hearing about this last year and here we are just now addressing it. I know government moves slow, but at this point I'd almost rather chance a 15 percent increase, have it part of the budget discussions, and it get passed with our budget in June.

Commissioner Kidwell said how much have we spent right now trying to make the system work for the swim activities we have?

Ms. Huffman said we did a budget amendment toward the end of FY22 that was in excess of $150,000.

Mr. Brown said what we've been experiencing is it's been increasing. The main budget amendment that occurred was the mitigation that needed to be done to get us through the summer of 2022. Leading up into 2022, the units were even below optimal, even suboptimal, that unfortunately going into those hot, humid months, we knew that the units were not going to be capable to really do much of anything in the space, so we were certainly utilizing everything that we had at our disposal, so there was a budget amendment that was done for a contract, I believe it was about $185,000 just for that contract to get us through. The main reason why we had that issue was due to controllers and parts availability. The controllers from all other general vendors if we were looking just to replace that itself, Dectron was unresponsive. When they were responsive, they were unable to engineer or provide the appropriate equipment to replace. The solution that was chosen to get us through the summer was to do essentially a highbred to get those controllers back up and get us to a point that was the space was appropriately usable throughout the summer.

Mayor Bales said I would say that this has been an ongoing issue as you have heard for a long time. It's a lot of money and I don't disagree with each one of you that has spoken. I would say sometimes our HVAC fails and we have to fix it. I would like to remind you that there are kids and teenagers and adults swimming in that pool and in that space each and every day.

Mr. Roberts said I was just going to say to maybe add a little clarity to Commissioner Phillips' question, if we were to push this out we may would go back and look and see if we could use the $650,000 to continue to band-aid the system longer and that's what basically we did with the $185,000 was to go in and do some controller changes and like I said maybe modify the system and make it work and make it usable. That's what we would do until the Board pulled the trigger a different way.

Commissioner Phillips said I would prefer to exercise that option, because I'm sitting here – Major Graham and thinking of all the times I've sat up here and gotten mad at his department for making asks outside of our budget, so it's not fair for me to treat one group one way and then treat another group a different way and I think we need to be mindful of a million plus dollars coming out of the fund balance because that's really going to be shaking and rattling some stuff.

Ms. Huffman said I don't have a presentation related to 10.E, but if you don't mind I would walk through exactly what's going on here. Item 10.C was our acceptance of a grant with the State of North Carolina. It did absolutely nothing with budget. Should you choose to vote in favor of 10.D tonight, that's a contract just a little bit less than $2 million. That's a contract to pay these folks to have them do changes to the current system. Item 10.E would recognize the revenue and expense associated with that $650,000. The $650,000 would not pay for a nearly $2 million contract, there's not $1,350,000 in the HFFA fund, so to meet the obligation should you choose to approve Item 10.D, you are going to have to do a budget amendment to have a funding source for that, so the other $1,350,000 would come out of general fund balance. Is it possible to use some tourism funds for that? Sure, tourism is a segment of the general fund, and so that's just the chronological order of C, D and E. If you don't approve D, there's no reason for you to consider E except eventually to spend any of the $650,000 from the state you are going to have to eventually do that portion of the budget amendment.

Commissioner Kidwell said the HFFA building itself was something that many years ago came to be part of the town. We signed a 99-year lease with the county. I don't think we have ever turned a profit. We still owe a ton of money. How much do we owe on that building?

Ms. Huffman said the building opened in 2001.

Commissioner Kidwell said so 22 years ago, but we still owe $10 million or $8 million. We haven't made a dent is my point. Unfortunately, it's not going away unless we shudder it right now, tell every person that is a member over there go find somewhere else to work-out, tell every swim program to find another pool within Charlotte to have their dive meets. You have to make a decision. If you want to go the $650,000 route and keep piecemealing it, we'll burn through that $650,000 quicker than you think because these units have been band-aided beyond belief. But this Board is going to vote as a whole. I'm just throwing it out there, unless you want to shudder the building, put concrete in the pools, fill it up and make it just a big rec center for Parks & Rec and kill the swim programs within Mecklenburg County and most of Charlotte, we need to do something.

Mayor Bales said I will just take a brief moment to remind this Board that because this is a contract, it takes four votes to pass this.

Commissioner Munger said I think everyone has made several good points and I apologize to you two, your kind of just trying to do your job, totally get it, appreciate the answers you've given. Because there's so many things at play and that we need four votes to pass a contract, I'm torn. I'm all over the place, because I want the kids to be able to enjoy the pool. I know it's one of the few places in Mecklenburg County, especially on the north side, where they can actually participate in the swim sports, the diving sports, and things like that. My thought process at this point is at a minimum to defer for two weeks with the possibility of looking at making this a part of the overall budget process because I think it's unfair at this moment in time because we are missing one of our commissioners to actually vote with the possibility that this would not pass.

Mayor Bales said if there's a motion to defer this, I know that there was conversation about putting this on the last agenda and then that didn't happen, is there a potential issue with the contract if it's deferred another two weeks?

Mr. Brown said based on discussions we've had, and I certainly do not say this to sway a response or votes for this evening, it is our understanding that if this were to defer that a price increase would need to be considered in any future vote.

Mayor Bales said that's what I wanted the Board to hear because he said that at the last HFFA meeting.

Commissioner Partee made a motion to award contract for HVAC equipment replacement and installation services to MSS Solutions with an amendment to the proposal to remove modification of existing diffuser air patterns towards the pool to Page 2 exclusions.

Commissioner Kidwell seconded motion.

Commissioner Phillips made a substitute motion to defer this vote until April 17, 2023, at Huntersville Town Hall at 6 p.m.

Commissioner Munger seconded motion.

Mayor Bales called for the vote to defer decision to April 17, 2023.

Motion carried 3 to 2, with Commissioners Kidwell and Partee opposed.

DRAFT

Budget Amendment – HFFA HVAC. Commissioner Munger made a motion to defer action on budget amendment for HFFA air filtration system to April 17, 2023, at Town Hall at 6:00 p.m.

Commissioner Phillips seconded motion.

Mayor Bales called for the vote to defer decision to April 17, 2023.

Motion carried unanimously.

Resolution – ROW and Easements for Beatties Ford at Hambright Project. Stephen Trott, Director of Engineering, explained that the Aspire School parcel was subdivided since the last resolution, so the only change from the previous resolution is it refers to two parcels for the Aspire School instead of one.

Mayor Bales noted that Commissioner Partee sits on the Aspire School Board of Directors and requested the Board recuse him.

Commissioner Kidwell made a motion to recuse Commissioner Partee from 10.F, revision of the previously approved resolution to acquire right-of-way.

Commissioner Munger seconded motion.

Motion carried unanimously.

Commissioner Munger made a motion to approve a revised Resolution to acquire right-of-way and easements necessary for the construction of the adopted and funded Beatties Ford at Hambright project to include two new parcels created by a recent subdivision Parcel 015-151-79 and 015-151-80.

Commissioner Phillips seconded motion.

Commissioner Kidwell asked if Item #2 in the Resolution was removed when it was originally passed.

Anthony Roberts, Town Manager, noted everything new since then has all had the same wording and eminent domain has to come back for Town Board approval.

Mayor Bales called for the vote to adopt Resolution.

Motion carried 3 to 1, with Commissioner Kidwell opposed.

Resolution attached hereto as Exhibit No. 21.

Commissioner Munger made a motion to bring Commissioner Partee back to the dais.

Commissioner Kidwell seconded motion.

Motion carried unanimously.

Resolution – Settlement Agreement Parcel #01711305. Stephen Trott, Director of Engineering, noted this is a Settlement Agreement for a condemnation case.

DRAFT

Anthony Roberts, Town Manager, explained it went through a four-hour mediation to get to the settlement amount.

Commissioner Kidwell made a motion to adopt Resolution to accept Settlement Agreement for Parcel 01711305 for the construction of the Main St Improvements Project.

Commissioner Munger seconded motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 22.

MAYOR AND COMMISSIONER REPORTS/CLOSING COMMENTS

Commissioner Phillips
- Provided update from Visit Lake Norman.

Commissioner Kovacs
- Provided update from the Lake Norman Chamber of Commerce.

Commissioner Kidwell
- The April meeting of the Charlotte Regional Transportation Planning Organization has been canceled.

Commissioner Partee
- Huntersville Fire Department is conducting annual fire hydrant inspections.
- Advocate for gun safety. Huntersville Police Department has free gun safety locks.

Commissioner Munger
- Next Huntersville Ordinances Advisory Board meeting is Thursday.
- Next Public Arts Commission meeting is April 12.
- Consider supporting local non-profits.

Mayor Bales
- Provided update from Lake Norman Economic Development Corporation.
- Provided update from Metropolitan Transit Commission.
- Loch Norman Highland Games are April 15 and 16.
- Huntersville has won Mayor's Fitness Challenge two weeks in a row.

There being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2022.

DRAFT

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Stephen Trott, Director of Engineering

Date: May 1, 2023

Subject: Resolution to Accept On-Call Engineering & Surveying Contracts

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EXPLAIN REQUEST:
Resolution to Accept On-Call Engineering & Surveying Contracts

ACTION RECOMMENDED:
Approval

FINANCIAL IMPLICATIONS:
Various

ATTACHMENTS:
1. R-2023-16 Resolution Eng Services - 2023
2. Contracts - 2023

RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE ENGINEERING AND SURVEYING ON-CALL SERVICES WORK CONTRACT

Whereas the Town of Huntersville proposes to enter into an agreement for professional engineering and surveying services for On-Call Services for projects;

Whereas G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying and alternative construction delivery services (collectively "design services") to be based on qualifications and without regard to fee; and

Whereas engineering and surveying services required were put out for proposals and scored based on qualifications. A scoring summary is attached for reference; and

Whereas the most qualified proposers selected were RK&K LLP, STV Engineers Inc, TranSystems Corporation, Dewberry Engineers Inc, and RS&H Inc, for Professional Engineering and Surveying Services attached as Exhibit A;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes Contracts with the firms for Professional Engineering and Surveying Services attached herein as Exhibit A is approved.
2. The Board authorizes the Town Manager to execute task orders and any amendment(s) for additional services, up to $300,000;
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;
4. This Resolution shall be effective as of the date its adoption.

Adopted this 1st day of May, 2023.

ATTEST: TOWN OF HUNTERSVILLE

_____ _____

Town Clerk Town Mayor

APPROVED AS TO FORM:

_____

Town Attorney

Scoring Chart for RFQ

On-Call Engineering and Surveying	RFQ Due: 1/12/2023	Date Posted: 12/2/2022

#:	Firm Name	Contact	Email	Electronic:	1 Copy of Letter of Interest: *	1 Letter of Interest Loose Leaf: *	Cover Letter 2 page max:	Eval Factors 8-9 page max:	Supportive Info 8-9 page max:	Small/ Minority Business (Main, Sub, Both, None)	HUB (Main, Sub, Both, None)	20 page max:	Signed RS2 Form:	Total Score:	Avg. Total Score:
1	CESI**	David Haywood	davidhaywood@cesicgs.com	Y	Y	N	Y	Y	Y	Main	None	Y	Y	53.10	13.28
2	LJB Engineering	Tommy Pate	Tpate@LJBinc.com	Y	Y	N	Y	Y	N	Sub	Sub	Y	Y	72.83	18.21
3	RK&K	Roman Prokopovych	rprokopovych@rkk.com	Y	Y	N	Y	N	Y	Sub	None	Y	Y	93.71	**23.43**
4	Michael Baker	Todd Buckner	Todd.Buckner@mbakerintl.com	Y	Y	N	Y	N	Y	None	None	Y	Y	86.73	21.68
5	STV	John Johnson	john.johnson@stvinc.com	Y	Y	N	Y	Y	N	Sub	Sub	Y	Y	94.33	**23.58**
6	Mead & Hunt	Rick DeCola	rick.decola@meadhunt.com	Y	Y	N	Y	Y	Y	Sub	Sub	Y	Y	85.88	21.47
7	Stewart**	Kris Gath	kgath@stewartinc.com	Y	Y	N	Y	Y	Y	Main	Main	Y	Y	52.68	13.17
8	RS&H	Sean Kortovich	Sean.Kortovich@rsandh.com	Y	Y	N	Y	N	Y	Sub	None	Y	Y	97.10	**24.28**
9	LaBella	Sandra Hayes	shayes@labellapc.com	Y	Y	N	Y	Y	Y	Sub	Sub	Y	Y	85.28	21.32
10	Kimley Horn	Tony Spacek	tony.spacek@kimley-horn.com	Y	Y	N	Y	Y	Y	None	None	Y	Y	86.81	21.70
11	American Engineering	Chris Johnson	cjohnson@american-ea.com	Y	Y	N	Y	Y	Y	Both	Sub	Y	Y	85.18	21.30
12	SEPI	Rajit Ramkumar	rramkumar@transystems.com	Y	Y	N	Y	Y	N	None	Main	Y	Y	93.30	**23.33**
13	Thomas & Hutton	Jeff Smith	smith.jeff@tandh.com	Y	Y	N	Y	Y	Y	Sub	Sub	Y	Y	74.33	18.58
14	DRMP	Mike Hage	Mhage@drmp.com	Y	Y	N	Y	N	Y	None	None	Y	Y	80.20	20.05
15	McAdams	Michelle Podeszwa	podeszwa@mcadamsco.com	Y	Y	N	Y	N	Y	Sub	Sub	Y	Y	87.60	21.90
16	Timmons	Jeff Hochanadel	jeff.hochanadel@timmons.com	Y	Y	N	Y	Y	Y	None	None	Y	Y	70.15	17.54
17	Dewberry	Carl Gibilaro	cgibilaro@dewberry.com	Y	Y	N	Y	N	Y	None	None	Y	Y	88.54	**22.13**

1st
2nd
3rd
4th
5th

*= Due to COVID-19 Digital Copies are being accepted in lieu of loose leaf/hard copies.

* Due to COVID-19 emails are accepted.

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

CONTRACT FOR ON- CALL ENGINEERING AND SURVEYING SERVICES

FIRM: Name Dewberry Engineers Inc.
Address 9300 Harris Corners Parkway, Suite 200
City, State, Zip Charlotte, NC 28269 **Phone** 704.631.5520
Project Manager Name Carl Gibilaro, PE
Project Manager email cgibilaro@dewberry.com

PROJECT:
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this _____day of _____, 20_____by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Dewberry Engineers Inc. (the "Firm") located at 9300 Harris Corners Parkway, Suite 200, Charlotte, NC 28269-3797

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

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

The Firm agrees to provide services as needed to complete each project. Such services shall constitute the "Work." The Task Order Sheet is attached as Exhibit B, which is incorporated herein by reference. A new Scope of Services and Pricing Sheet shall be attached with each new project and task order. The terms of this Contract, with the exception of the Scope of Services and Pricing Sheet, shall apply to each project, unless otherwise agreed. The Firm represents to the Town that the hourly billing rates are the Firms standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit C only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit B will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by Town before proceeding to perform such Additional Services. An illustration of the project area can be found in Exhibit D.

The Firm will be responsible for providing employees to complete the Work in accordance with Town standards. In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS as revised by agreement of the parties attached to this Contract, the Firm further agrees to defend, indemnify and save harmless the Town for claims and liabilities resulting from and to the extent of negligence, errors or omissions of the Firm, including, but not limited to, its employees, its technicians or subcontractors.

The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.

The Town reserves the right to terminate this Contract or an individual project, based on the Firm's breach of this contract (ex: schedule, responsiveness, quality of work, accuracy of documents etc.) The

Town reserves the right to remove any or all work described in Exhibit B Task Order Sheet at any time and for any reason, and no payment will be made by the Town to the Firm for any work removed.

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

3. Standard Terms and Conditions. The attached Standard Terms and Conditions, as revised by agreement of the parties, shall be a part of this Contract and each project. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.

4. Time for Performance of the Work. The Firm shall begin the Work within fourteen (14) days of receipt of the task order and Notice to Proceed for each project from the Town. The Work must be completed no later than 9 months from the Notice to Proceed.

5. Payment for Services. In consideration of the Work and services as described in the Scope of Services, the Town will pay the Firm, in accordance with the submitted fee schedule, the sum described in each task order and the Scope of Services provided, which shall be paid thirty (30) days after receipt of undisputed invoices delivered. The Firm will invoice the Town upon completion of the Work.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____day of _____, 20_____.

Private Engineering Firm

Name: Carmelo Gibilaro, PE

Name of Firm: Dewberry Engineers Inc.

By: _____

(Signature)

Title: Senior Associate

Town of Huntersville

_____

Anthony Roberts-Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____

Pattie McGinnis-Finance Director

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 Firm shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all third party claims, losses, costs, damages, expenses, reasonable attorneys' fees ("Claims") caused by and to the extent of the Contractor's negligence.
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 Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm 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 for Services 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 Owner, he 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 of Huntersville in the performance of the Services 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 of Huntersville. Contractor represents that the standard of care for all design services performed under this Agreement shall be the care and skill ordinarily used by design professionals for projects of similar size, complexity, location and difficulty
20. **Quality and Workmanship**. All work shall be performed to the reasonable satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services 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, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
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 Services actually delivered or performed to the total

originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.

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 to 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.
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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. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor**. All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **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.
33. **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.
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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.
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[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 A
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 claim/$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 B

Task Order Sheet

[Sample Task Order Form]:

Services	Fee Type	Fee
	SUB TOTAL	
Additional Items – optional		
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

EXHIBIT C
FIRM'S STANDARD HOURLY BILLING RATES

[Attach copy]

EXHIBIT D
PROJECT AREA

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

CONTRACT FOR ON- CALL ENGINEERING AND SURVEYING SERVICES

FIRM: Name RS&H Architects-Engineers-Planners, Inc.(RS&H)
Address 1520 South Boulevard, Suite 200
City, State, Zip Charlotte, NC, 28203 **Phone** 704-752-0610
Project Manager Name Sean Kortovich, PE
Project Manager email sean.kortovich@rsandh.com

PROJECT:
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this _____day of _____, 20_____by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and RS&H Architects-Engineers-Planners, Inc._____(the "Firm") located at 1520 South Boulevard, Charlotte, North Carolina 28203

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

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

The Firm agrees to provide services as needed to complete each project. Such services shall constitute the "Work." The Task Order Sheet is attached as Exhibit B, which is incorporated herein by reference. A new Scope of Services and Pricing Sheet shall be attached with each new project and task order. The terms of this Contract, with the exception of the Scope of Services and Pricing Sheet, shall apply to each project, unless otherwise agreed. The Firm represents to the Town that the hourly billing rates are the Firms standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit C only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit B will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by Town before proceeding to perform such Additional Services. An illustration of the project area can be found in Exhibit D.

The Firm will be responsible for providing employees to complete the Work in accordance with the standard of care ordinarily used by members of the engineering profession practicing under similar circumstances, in a similar location and at the same time ("Standard of Care") . In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS attached to this Contract, the Firm further agrees to indemnify and save harmless the Town for third-party claims and liabilities to the extent caused by negligent acts , errors, or omissions of the Firm, including, but not limited to, the employees, technicians, or subcontractors.

The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.

The Town reserves the right to terminate this Contract or an individual project, based on the Firm's breach of this contract (ex: schedule, responsiveness, quality of work, accuracy of documents etc.) in accordance with term 21 of the Standard Terms and Conditions attached hereto and incorporated herein.

The Town reserves the right to remove any or all work described in Exhibit B Task Order Sheet at any time and for any reason, and no payment will be made by the Town to the Firm for any work removed and not completed prior to the removal. The firm shall be compensated for work completed prior to any removal in accordance with the Fee Schedule in Exhibit C.

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

3. Standard Terms and Conditions. The attached Standard Terms and Conditions shall be a part of this Contract and each project. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.

4. Time for Performance of the Work. The Firm shall begin the Work within fourteen (14) days of receipt of the task order and Notice to Proceed for each project from the Town.

5. Payment for Services. In consideration of the Work and services as described in the Scope of Services, the Town will pay the Firm, in accordance with the submitted fee schedule, the sum described in each task order and the Scope of Services provided, which shall be paid thirty (30) days after receipt of undisputed invoices delivered. The Firm will invoice the Town upon completion of the Work.

6. Should the Work be delayed at any time during the period of this Agreement due to changes ordered in the Services by Town, by labor disputes, fire, unavoidable casualties, or any causes beyond the Firm's control, or by other causes which the Town determines may justify the delay, then an extension for performance of this Agreement shall be granted to Firm by Town through written mutual agreement.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____day of _____, 20_____.

RS&H Architects-Engineers-Planners, Inc.

Name: RS&H Architects-Engineers-Planners, Inc.
Name of Firm (type or print)

By: _____
(Signature)

Title: Vice President

Town of Huntersville

_____
Anthony Roberts-Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Pattie McGinnis-Finance Director

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." 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**. 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 Firm shall indemnify and hold harmless the Town, its officers, employees, and assigns from and against all third-party claims, losses, costs, damages, expenses, reasonable attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract does not comply with the Standard of Care, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law and caused by the Contractor.
9. **Invoices and Payment Terms**. Invoice and payment terms are set forth in Section 5 in the Contract for Professional Services. 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.

10. **Anti-Discrimination and Equal Employment**. During the performance of the Contract, Contractor shall comply with all applicable 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 Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm 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 for Services 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 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 Owner, he 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 of Huntersville in the performance of the Services 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 of Huntersville to the extent required by the Standard of Care. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with the Standard of Care as defined in this Agreement. Neither Party shall be entitled to consequential and incidental damages.

20. **Quality and Workmanship**. All work shall be performed in accordance with this Contract and the applicable Standard of Care.
21. **Default**. Either Party may terminate the Contract, in whole or in part, upon thirty (30) days written notice upon breach of the other Party. In the event of breach by Contractor, in addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the

Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith. This contract shall not terminate if the alleged default is cured with the 30-day notice period. In the event this Contract is terminated by the Town for the default of the Contractor, the Town shall be entitled to keep and use Work performed by Contractor for use in finishing the Project.

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 for all Work performed and reimbursable expenses incurred up to the effective date of termination. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Reserved.
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.
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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.

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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 B
Task Order Sheet

[Sample Task Order Form]:

Services	Fee Type	Fee
	SUB TOTAL	
Additional Items – optional		
	SUB TOTAL	
NOT TO EXCEED TOTAL =		

EXHIBIT C
FIRM'S STANDARD HOURLY BILLING RATES

[Attach copy]

EXHIBIT D
PROJECT AREA

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

CONTRACT FOR ON- CALL ENGINEERING AND SURVEYING SERVICES

FIRM: Name Rummel, Klepper & Kahl, LLP
Address 700 East Pratt Street, Suite 500
City, State, Zip Balt. MD 21202 **Phone** 980-235-0011
Project Manager Name Roman Prokopovych
Project Manager email rprokopovych@rkk.com

PROJECT:
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this 28th day of March, 20 23 by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Rummel, Klepper & Kahl, LLP (the "Firm") located at 700 East Pratt Street, Suite 500 Baltimore, MD 21202

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

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

The Firm agrees to provide services as needed to complete each project. Such services shall constitute the "Work." The Task Order Sheet is attached as Exhibit B, which is incorporated herein by reference. A new Scope of Services and Pricing Sheet shall be attached with each new project and task order. The terms of this Contract, with the exception of the Scope of Services and Pricing Sheet, shall apply to each project, unless otherwise agreed. The Firm represents to the Town that the hourly billing rates are the Firms standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit C only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit B will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by Town before proceeding to perform such Additional Services. An illustration of the project area can be found in Exhibit D.

The Firm will be responsible for providing employees to complete the Work in accordance with Town standards. In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS attached to this Contract, the Firm further agrees to indemnify and save harmless the Town for claims and liabilities resulting from negligence, errors or omissions of the Firm, including, but not limited to, the employees, technicians or subcontractors.

The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.

The Town reserves the right to terminate this Contract or an individual project, based on the Firm's breach of this contract (ex: schedule, responsiveness, quality of work, accuracy of documents etc.) The

Town reserves the right to remove any or all work described in Exhibit B Task Order Sheet at any time and for any reason, and no payment will be made by the Town to the Firm for any work removed.

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

3. Standard Terms and Conditions. The attached Standard Terms and Conditions shall be a part of this Contract and each project. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.

4. Time for Performance of the Work. The Firm shall begin the Work within fourteen (14) days of receipt of the task order and Notice to Proceed for each project from the Town. The Work must be completed no later than 9 months from the Notice to Proceed.

5. Payment for Services. In consideration of the Work and services as described in the Scope of Services, the Town will pay the Firm, in accordance with the submitted fee schedule, the sum described in each task order and the Scope of Services provided, which shall be paid thirty (30) days after receipt of undisputed invoices delivered. The Firm will invoice the Town upon completion of the Work.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____day of _____, 20_____.

Private Engineering Firm

Name: **Rummel, Klepper & Kahl, LLP**
Name of Firm (type or print)

By: DocuSigned by: Keith Skinner 0D03639DE0694EF... 3/29/2023
(Signature)

Title: **Partner**

Town of Huntersville

_____
Anthony Roberts-Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Pattie McGinnis-Finance Director

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 Firm 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") to the extent arising from Contractor's negligence. In the event that any portion of the Service performed under the Contract shall be defective, Contractor shall correct any deficiencies attributable to its negligence.
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 Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm 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 for Services 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 Owner, he 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 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 of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. 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 of Huntersville. All Services 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 of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services 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 Services 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, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

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 Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
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 to 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. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor**. All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **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.
33. **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.
34. **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.
35. **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].

EXHIBIT A

[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)

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 claim/$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 B

Task Order Sheet

[Sample Task Order Form]:

Services	Fee Type	Fee
	SUB TOTAL	
Additional Items – optional		
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

EXHIBIT C
FIRM'S STANDARD HOURLY BILLING RATES

[Attach copy]

EXHIBIT D
PROJECT AREA

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

CONTRACT FOR ON- CALL ENGINEERING AND SURVEYING SERVICES

FIRM: Name TranSystems Corporation
Address 1 Glenwood Avenue, Suite 600
City, State, Zip Raleigh, NC 27603 **Phone** 919-573-9915
Project Manager Name Rajit Ramkumar
Project Manager email rramkumar@transystems.com

PROJECT: On-Call Engineering & Surveying Services
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this 30th day of March, 2023 by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and TranSystems Corporation (the "Firm") located at 1 Glenwood Avenue, Suite 600 Raleigh, NC 27603

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

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

The Firm agrees to provide services as needed to complete each project. Such services shall constitute the "Work." The Task Order Sheet is attached as Exhibit B, which is incorporated herein by reference. A new Scope of Services and Pricing Sheet shall be attached with each new project and task order. The terms of this Contract, with the exception of the Scope of Services and Pricing Sheet, shall apply to each project, unless otherwise agreed. The Firm represents to the Town that the hourly billing rates are the Firms standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit C only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit B will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by Town before proceeding to perform such Additional Services. An illustration of the project area can be found in Exhibit D.

The Firm will be responsible for providing employees to complete the Work in accordance with Town standards. In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS attached to this Contract, the Firm further agrees to defend, indemnify and save harmless the Town for claims and liabilities resulting from negligence, errors or omissions of the Firm, including, but not limited to, the employees, technicians or subcontractors.

The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.

The Town reserves the right to terminate this Contract or an individual project, based on the Firm's breach of this contract (ex: schedule, responsiveness, quality of work, accuracy of documents etc.) The

Town reserves the right to remove any or all work described in Exhibit B Task Order Sheet at any time and for any reason, and no payment will be made by the Town to the Firm for any work removed.

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

3. Standard Terms and Conditions. The attached Standard Terms and Conditions shall be a part of this Contract and each project. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.

4. Time for Performance of the Work. The Firm shall begin the Work within fourteen (14) days of receipt of the task order and Notice to Proceed for each project from the Town. The Work must be completed no later than 9 months from the Notice to Proceed.

5. Payment for Services. In consideration of the Work and services as described in the Scope of Services, the Town will pay the Firm, in accordance with the submitted fee schedule, the sum described in each task order and the Scope of Services provided, which shall be paid thirty (30) days after receipt of undisputed invoices delivered. The Firm will invoice the Town upon completion of the Work.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____day of _____, 20_____.

Private Engineering Firm

Name: TranSystems Corporation
Name of Firm (type or print)

By: _____
(Signature)

Title: Senior VP

Town of Huntersville

_____
Anthony Roberts-Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Pattie McGinnis-Finance Director

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 Firm 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") to the extent arising from Contractor's negligence. In the event that any portion of the Service performed under the Contract shall be defective, Contractor shall correct any deficiencies attributable to its negligence.
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 Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm 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 for Services 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 Owner, he 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 of Huntersville in the performance of the Services outlined in this Contract and any attached specifications to the extent appliable to its services. For construction services only, 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 of Huntersville, and Contractor warrants that all Services 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 of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with standard industry practices. For construction services only, this express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed.
20. **Quality and Workmanship**. All work shall be performed in accordance with industry standards.
21. **Default**. The Town may terminate the Contract, in whole or in part, for default in the event of an uncured breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith attributable to the uncured breach.

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 Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
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 to 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. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor**. All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **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.
33. **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.
34. **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.
35. **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 A
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 B

Task Order Sheet

[Sample Task Order Form]:

Services	Fee Type	Fee
	SUB TOTAL	
Additional Items – optional		
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

EXHIBIT C
FIRM'S STANDARD HOURLY BILLING RATES

[Attach copy]

EXHIBIT D
PROJECT AREA

DocuSign Envelope ID: B40752AB-7074-45E7-AE4F-44992DD6F045

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

CONTRACT FOR ON- CALL ENGINEERING AND SURVEYING SERVICES

FIRM: Name STV Engineers, Inc.
Address 900 West Trade Street, Suite 715
City, State, Zip Charlotte, NC 28202 **Phone** 704-372-1885
Project Manager Name Nikki Honeycutt
Project Manager email nikki.honeycutt@stvinc.com

PROJECT:
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this _____day of _____, 20_____by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and STV Engineers, Inc. (the "Firm") located at 900 West Trade St, Charlotte, NC, 28202.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

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

The Firm agrees to provide services as needed to complete each project. Such services shall constitute the "Work." The Task Order Sheet is attached as Exhibit B, which is incorporated herein by reference. A new Scope of Services and Pricing Sheet shall be attached with each new project and task order. The terms of this Contract, with the exception of the Scope of Services and Pricing Sheet, shall apply to each project, unless otherwise agreed. The Firm represents to the Town that the hourly billing rates are the Firms standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit C only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit B will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by Town before proceeding to perform such Additional Services. An illustration of the project area can be found in Exhibit D.

The Firm will be responsible for providing employees to complete the Work in accordance with standard of care ordinarily used by members of the engineering profession practicing under similar circumstances ("Standard of Care"). In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS attached to this Contract, the Firm further agrees to indemnify and save harmless the Town for claims and liabilities to the extent resulting from negligence, errors or omissions of the Firm, including, but not limited to, the employees, technicians or subcontractors.

The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.

The Town reserves the right to terminate this Contract or an individual project, based on the Firm's breach of this contract (ex: schedule, responsiveness, quality of work, accuracy of documents etc.) after given written notice and opportunity to the Firm to cure allegations of breach of contract. The Town reserves the right to remove any or all work described in Exhibit B Task Order Sheet at any time

and for any reason, and no payment will be made by the Town to the Firm for any work removed and not completed prior to removal. The firm shall be compensated for work completed prior to any removal in accordance with the Fee Schedule in Exhibit C.

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

3. Standard Terms and Conditions. The attached Standard Terms and Conditions shall be a part of this Contract and each project. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.

4. Time for Performance of the Work. The Firm shall begin the Work within fourteen (14) days of receipt of the task order and Notice to Proceed for each project from the Town.

5. Payment for Services. In consideration of the Work and services as described in the Scope of Services, the Town will pay the Firm, in accordance with the submitted fee schedule, the sum described in each task order and the Scope of Services provided, which shall be paid thirty (30) days after receipt of undisputed invoices delivered. The Firm will invoice the Town upon completion of the Work.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____day of _____, 20_____.

STV Engineers, Inc.

Name: STV Engineers, Inc.
Name of Firm (type or print)

By: DocuSigned by: John Johnson F7B4E8002A1E486...
(Signature)

Title: Vice President

Town of Huntersville

_____
Anthony Roberts-Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Pattie McGinnis-Finance Director

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: 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**. N/A.
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 Firm shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims") but only to the extent arising out of the negligence of the Firm. In the event that any portion of the Service performed under the Contract shall be defective, Contractor shall correct any deficiencies attributable to its negligence.
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.
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 Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm 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 for Services 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 Owner, he shall bear all cost arising therefrom.
15. **License Requirement**. N/A.
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. **Standard of Care**. The Contractor agrees it shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. Contractor agrees that all Services will be performed in a professional and workman like manner in accordance with best industry practices. 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 in accordance with the Standard of Care.
21. **Default**. The Town may terminate the Contract, in whole or in part, and with prior notice upon breach of the Contract by the Contractor. Giving Contractor an opportunity to cure the alleged breach, in addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
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 Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, and the Work performed, shall be on the Contractor until such time 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 to 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. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor**. All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **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.
33. **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.
34. **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.
35. **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 where applicable to the Firm and Work:

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)

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EXHIBIT A
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.

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EXHIBIT B
Task Order Sheet

[Sample Task Order Form]:

Services	Fee Type	Fee
	SUB TOTAL	
Additional Items – optional		
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

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EXHIBIT C
FIRM'S STANDARD HOURLY BILLING RATES

[Attach copy]

DocuSign Envelope ID: B40752AB-7074-45E7-AE4F-44992DD6F045

EXHIBIT D
PROJECT AREA

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Michael Jaycocks, Director of Parks & Recreation

Date: May 1, 2023

Subject: Budget Amendment - Abernathy Park

EXPLAIN REQUEST:
The Town has been awarded $224,109 matching grant from the NC Parks and Recreation Trust Fund Accessibility for Parks grant program for the Abernathy Park project. The scope of the project includes such items as playground equipment and surfacing, trail, walking fitness stations, basketball court and covered shelter.

Accept state grant funds and approve budget amendment appropriating the state grant funds in the amount of $224,109 to Abernathy Park Grant Revenue account and Capital Expense account.

ACTION RECOMMENDED:
Approve Budget Amendment

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

ATTACHMENTS:
None

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Pattie McGinnis, Finance Director

Date: May 1, 2023

Subject: First Amendment to Torrence Creek Greenway Capital Project Ordinance

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EXPLAIN REQUEST:
This is a first amendment to the Torrence Creek Greenway Capital project ordinance. This Capital Project Ordinance requests the transfer of $300,000 from the Torrence Creek project (946200.0595.18011) to the Downtown Greenway project (946200.0595.18009).

ACTION RECOMMENDED:
Approve Budget Amendment

FINANCIAL IMPLICATIONS:
No net impact to fund balance.

ATTACHMENTS:
1. Torrence Creek Greenway 1st Amendment

TOWN OF HUNTERSVILLE
TORRENCE CREEK GREENWAY TRIB #2
CAPITAL PROJECT ORDINANCE
FIRST AMENDMENT

BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is to start the planning, design and construction of the Torrence Creek Greenway Trib #2. This project will connect the existing Torrence Creek Greenway to the Park and Ride lot on Highway 21. Mecklenburg County has approved this project in its 2019-2023 CIP budget with funding becoming available in FY 2019.

SECTION 2. The funds for the existing Torrence Creek Greenway to the Park and Ride lot on Highway 21 are being transferred to the Downtown Greenway project.

SECTION 3. The officers of the unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 4. The following amounts are appropriated for the project:

	FY 2018	FY 2023
Planning, design and construction of greenway	$ 300,000	$ 300,000
Transfer to Downtown Greenway project	-	(300,000)
TOTAL PROJECT COSTS	$ 300,000	$ -

SECTION 5. The following revenues are anticipated to be available to complete this project:

	FY 2018	FY 2023
2016 Bonds	$ 300,000	$ 300,000
Transfer to Downtown Greenway project	-	(300,000)
TOTAL PROJECT REVENUE	$ 300,000	$ -

SECTION 6. The Finance Director is authorized from time to time to transfer as a loan from the General Fund in an amount necessary to meet obligations until such time as funding is received. When funds are received, repayments to the General Fund will be made.

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Pattie McGinnis, Finance Director

Date: May 1, 2023

Subject: Downtown Greenways Capital Project Ordinance Amendment

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EXPLAIN REQUEST:
This is a first amendment to the Downtown Greenway project ordinance. This Capital Project Ordinance funds the transfer of $300,000 from the Torrence Creek project (946200.0595.18011) to the Downtown Greenway project (946200.0595.18009).

ACTION RECOMMENDED:
Approve Budget Amendment

FINANCIAL IMPLICATIONS:
No net impact to fund balance.

ATTACHMENTS:
1. Downtown Greenways - Non-motorized

TOWN OF HUNTERSVILLE
DOWNTOWN GREENWAYS
CAPITAL PROJECT ORDINANCE
FIRST AMENDMENT

BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is to start the planning and design of the Downtown Greenway. This project is for the final piece of the seven mile greenway from Birkdale to downtown Huntersville. The Bikeway and Trail Committee also supports this project.

SECTION 2: Transfer funds from the Torrence Creek Greenway project to the Downtown Greenway project from the 2016 Bond.

SECTION 3. The officers of the unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 4. The following amounts are appropriated for the project:

	FY 2018	FY 2023
Planning, design and construction of greenway	$ 115,000	$ 115,000
Transfer from Torrence Creek Greenway	-	300,000
TOTAL PROJECT COSTS	$ 115,000	$ 415,000

SECTION 5. The following revenues are anticipated to be available to complete this project:

	FY 2018	FY 2023
2016 Bonds	$ 100,000	$ 100,000
Thread Trail (Sponsorship revenue)	15,000	15,000
Transfer from Torrence Creek Greenway	-	300,000
TOTAL PROJECT REVENUE	$ 115,000	$ 415,000

SECTION 6. The Finance Director is authorized from time to time to transfer as a loan from the General Fund in an amount necessary to meet obligations until such time as funding is received. When funds are received, repayments to the General Fund will be made.

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Nathan Farber, Planner I

Date: May 1, 2023

Subject: ANNEX# 23-03

EXPLAIN REQUEST:
Adopt Resolution calling a public hearing for Monday, June 5, 2023, at 6:00 p.m. at Huntersville Town Hall on Petition #ANNEX 23-03, a request by Whitby Bowman, LLC to annex 34.082 acres of Parcel #019-212-28 into the Town of Huntersville.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
1. Plat
2. Annexation Petition
3. Certificate of Sufficency
4. R-2023-18 Resolution for Fixing Date of Public Hearing (Contiguous)

"I STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 37743, PAGE 698; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 37743, PAGE 698; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS IN EXCESS OF 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600)."

THIS 22 DAY OF FEBRUARY, 2023.

PROFESSIONAL LAND SURVEYOR

NORTH CAROLINA PROFESSIONAL SEAL L-4040 LAND SURVEYOR JOSEPH E. WHALEY JR.

THIS PLAT REPRESENTS ONE AREA ANNEXED TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA PURSUANT TO NCGS 160A-58, BY ORDINANCE DULY ADOPTED 95-_____ (ANNEXATION ORDINANCE _____)AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE-MECKLENBURG PLANNING COMMISSION.
THIS_____ DAY OF _____,2023.

MAYOR
TOWN OF HUNTERSVILLE

ATTEST:
JANET PIERSON
TOWN CLERK

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN.

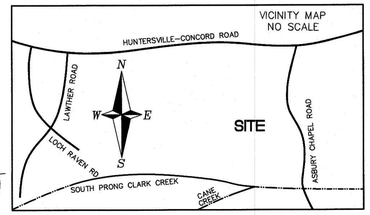
DATE	OWNER(S) WHITBY BOWMAN LLC

LEGEND
BOC – BACK OF CURB
CO – CLEAN OUT
COS – COMMON OPEN SPACE
CP – CABLE PEDESTAL
CONC – CONCRETE
ELEV – ELEVATION
EOP – EDGE OF PAVEMENT
EX. – EXISTING
LP – LIGHT POLE
LSE – LANDSCAPE EASEMENT
MB: – MAP BOOK
PSE – PUBLIC STORM DRAINAGE EASEMENT
PUE – PUBLIC UTILITES EASEMENT
R/W – RIGHT OF WAY
SF – SQUARE FEET
TP – TELEPHONE PEDESTAL
WM – WATER METER
POB – POINT OF BEGINNING

PROJECT INFORMATION
ZONING – TR
MIN. FRONT SETBACK 20'
MIN. SIDEYARD 6'
MIN. CORNER SIDEYARD 10'
MIN. REARYARD 25'
*REFER TO ZONING ORDINANCE FOR POSSIBLE ADJUSTMENTS TO THESE MINIMUM DIMENSIONS.

NOTES
IRON PINS ON ALL CORNERS UNLESS OTHERWISE NOTED
AREAS HERE CALCULATED BY COORDINATE METHOD.
NO NCGS TRAVERSE WAS FOUND TO BE WITHIN 2000'
THIS PROPERTY SUBJECT TO ANY OTHER EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD.
THIS PROPERTY MAY BE SUBJECT TO WETLANDS REGULATIONS. INDIVIDUAL PROPERTY OWNERS NEED TO REVIEW CURRENT GOVERNMENTAL REGULATIONS PRIOR TO CONSTRUCTION
THIS PROPERTY DOES NOT LIE WITHIN A REGULATED WATERSHED.
THERE ARE WATER QUALITY BUFFERS ON A PORTION OF THIS PROPERTY.
THIS PROPERTY LIES WITHIN THE CLARK CREEK WATERSHED.
THIS PROPERTY LIES WITHIN THE CLARK CREEK WATERSHED.
THIS PROPERTY LIES WITHIN THE HUNTERSVILLE POST CONSTRUCTION DISTRICT.
THERE ARE POST CONSTRUCTION BUFFERS ON A PORTION OF THIS PROPERTY.
A PORTION OF THIS PROPERTY DOES LIE WITHIN A FEMA FLOODPLAIN PER FEMA FIRM PANEL 3710466000J DATED 03-02-2009.

VICINITY MAP
NO SCALE



Parcel Line Table		
Line #	Length	Direction
L4	51.14	S26°16'19"E
L5	42.50	S29°40'47"E
L6	56.96	S33°26'25"E
L7	40.06	S36°29'13"E
L8	46.89	S38°03'47"E
L9	55.69	S38°28'13"E
L10	30.80	S37°46'32"E
L11	18.63	S28°35'02"E
L12	53.89	S24°21'06"E
L13	54.24	S19°55'15"E
L14	53.68	S16°39'43"E
L15	54.26	S14°14'47"E
L16	53.60	S12°43'40"E
L17	53.84	S12°36'10"E
L18	57.14	S12°58'02"E
L19	55.64	S13°20'52"E
L20	55.12	S14°16'47"E

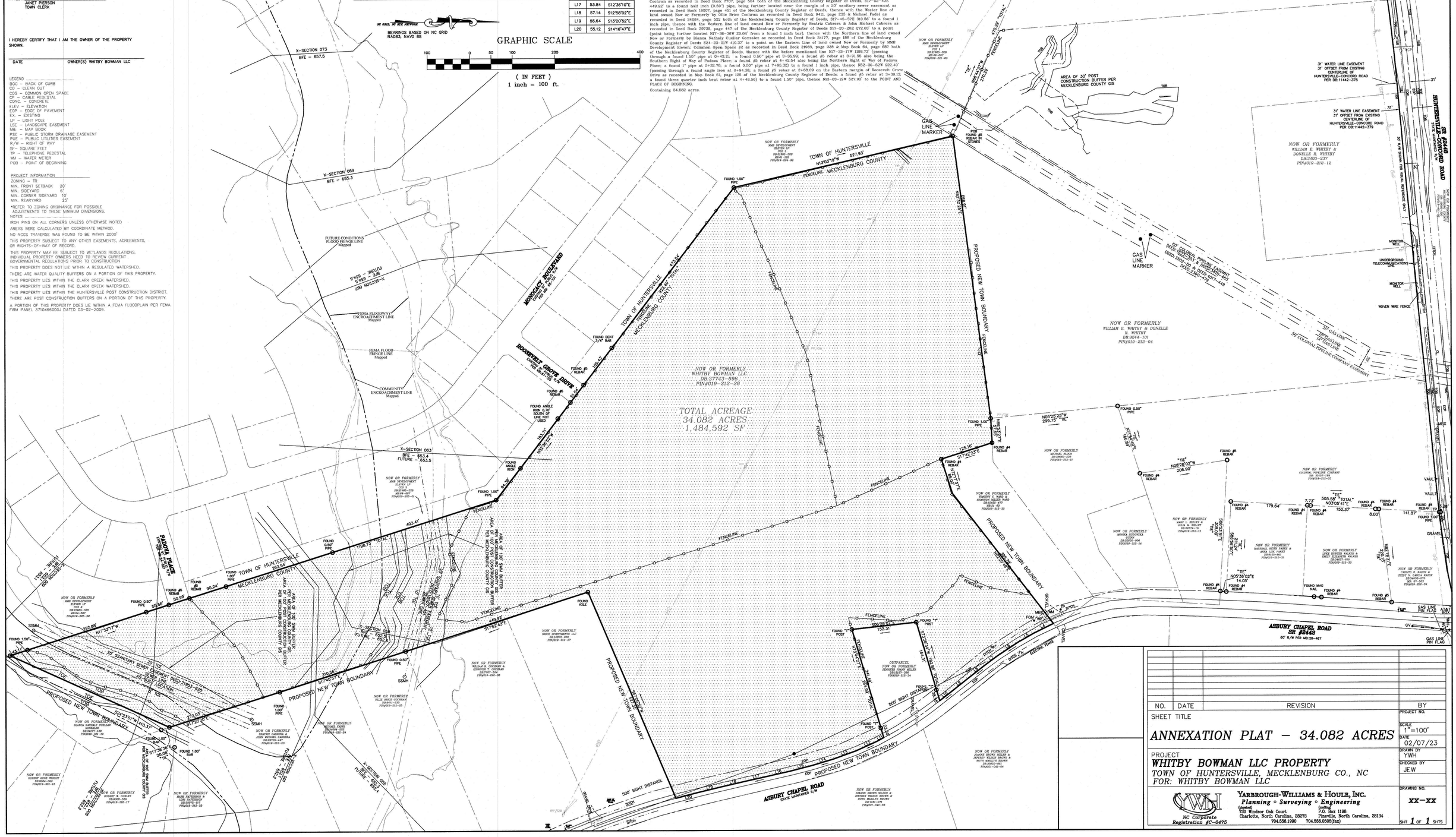
BEARINGS BASED ON NC GRID NAD83, NAVD 88

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

All that certain parcel of land situated, lying and being in the Huntersville Township, Mecklenburg County, State of North Carolina, and more particularly described as follows:

Beginning at (POINT OF BEGINNING) a point being a found #5 rebar in stones, being further located on the Eastern margin of a 60' Colonial Pipe line easement as recorded in Deed Book 1622, page 350 & Deed Book 3440, page 465, Deed Book 350E, page 50, Deed Book 4017, page 449, & Deed Book 2360, page 479 all of the Mecklenburg County Register of Deeds, also being located on the Northern line of land owned Now or Formerly by MMH Development Eleven LP, a common Open Space, as shown on Map Book 61, page 125 of the Mecklenburg County Register of Deeds, thence with the dividing line of land owned Now or Formerly William E. Whitby & Donelle R Whitby as recorded in Deed Book 9244, page 101 of the Mecklenburg County Register of Deeds & land owned Now or Formerly by Jeffrey Wilson Brown & Joann Brown Miller & Ruth Marklyn Brown as recorded in Deed Book 7149, page 803 of the Mecklenburg County Register of Deeds S82-32-23E 958.91' to a found 1 inch pipe, thence with the Southern line of land owned Now or Formerly by Michael Bloch as recorded in Deed Book 28660, page 229 of the Mecklenburg County Register of Deeds N86-53-27E 57.65' to a found #4 rebar, thence with the line of land owned Now or Formerly by Timothy C. Ward & Shannon Miller Ward as recorded in Deed Book 10455, page 477 & Map Book 31, page 63 both of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S17-42-23E 125.16' to a found #4 rebar, 2) N72-17-27E 65.60' to a point, 3) N52-20-48E 366.76' to a point near the centerline of Asbury Chapel Road (SR# 2442) (Existing 60' Sight of Way per Map Book 28, page 467 of the Mecklenburg County Register of Deeds), thence with the center line more or less of Asbury Chapel Road for seven (7) calls and distances to points, 1) S26-16-19E 51.14', 2) S29-40-47E 42.50', 3) S33-26-25E 56.96', 4) S36-29-13E 40.06', 5) S38-03-47E 46.89', 6) S38-28-13E 55.69', 7) S37-46-32E 30.80', thence with the line of land owned Now or Formerly by Jennifer Joann Miller as recorded in Deed Book 12127, page 386 of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S23-36-34W 192.86' to a found "T" post (passing through a found "T" post at 0+28.55' of this line), 2) S06-25-07E 152.31' to a found "T" post, 3) N73-44-27E 264.99' to a point near the center line of Asbury Chapel Road (passing through a found "T" post at 2+41.49 of this line), thence with the center line of Asbury Chapel Road more or less for ten (10) calls and distances to points, 1) S28-35-02E 18.63', 2) S24-21-06E 53.89', 3) S19-55-15E 54.24', 4) S16-39-43E 53.68', 5) S14-14-47E 54.26', 6) S12-43-40E 53.60', 7) S12-36-10E 53.84', 8) S12-58-02E 57.14', 9) S13-20-52E 55.64', 10) S14-16-47E 55.12', thence leaving Asbury Chapel Road S97-05-50W 527.35' to a found axle, thence with the Eastern line of land owned Now of Formerly by Brice Investments LLC as recorded in Deed Book 16872, page 269 & William B. Cochran & Jennifer T. Cochran as recorded in Deed Book 7707, page 504 both of the Mecklenburg County Register of Deeds, S17-52-43E 449.92' to a found half inch (0.50") pipe, being further located near the margin of a 20' sanitary sewer easement as recorded in Deed Book 18007, page 401 of the Mecklenburg County Register of Deeds, thence with the Water line of land owned Now or Formerly by Ollie Brice Cochran as recorded in Deed Book 9411, page 235 & Michael Padel as recorded in Deed 34084, page 522 both of the Mecklenburg County Register of Deeds, S17-45-57E 310.56' to a found 1 inch pipe, thence with the Western line of land owned Now or Formerly by Beatriz Cabrera & John Michael Cabrera as recorded in Deed Book 29739, page 447 of the Mecklenburg County Register of Deeds S17-20-20E 272.03' to a point (point being further located N17-36-36W 20.06' from a found 1 inch bar), thence with the Northern line of land owned Now or Formerly by Bianca Nathaly Cuellar Gonzalez as recorded in Deed Book 34177, page 188 of the Mecklenburg County Register of Deeds S24-23-01W 410.37' to a point on the Eastern Line of land owned Now or Formerly by MMH Development Eleven; Common Open Space #2 as recorded in Deed Book 21985, page 328 & Map Book 64, page 687 both of the Mecklenburg County Register of Deeds, thence with the before mentioned line N37-33-17W 1189.72' (passing through a found 1.50" pipe at 0+43.1(; a found 0.50" pipe at 3+35.99; a found #5 rebar at 3+91.55 also being the Southern Right of Way of Padova Place; a found #5 rebar at 4+42.54 also being the Northern Right of Way of Padova Place; a found 1" pipe at 5+32.78; a found 0.50" pipe at 7+95.32) to a found 1 inch pipe, thence N52-36-52W 922.40' (passing through a found angle iron at 0+94.36; a found #5 rebar at 2+68.09 on the Eastern margin of Roosevelt Grove Drive as recorded in Map Book 61, page 125 of the Mecklenburg County Register of Deeds; a found #5 rebar at 3+39.12; a found three quarter inch bent rebar at 4+48.56) to a found 1.50" pipe, thence N13-03-19W 527.93' to the POINT AND PLACE OF BEGINNING.

Containing 34.082 acres.


TOTAL ACREAGE
34.082 ACRES
1,484,592 SF
NOW OR FORMERLY
WHITBY BOWMAN LLC
DB:37743-698
PIN#019-212-28
TOWN OF HUNTERSVILLE
MECKLENBURG COUNTY
PROPOSED NEW TOWN BOUNDARY
ASBURY CHAPEL ROAD
STATE MAINTAINED R/W
MONCOACH BOULEVARD
ROOSEVELT GROVE DRIVE
PADOVA PLACE
LOCH RAVEN ROAD
SR 2442
CONCORD ROAD
SR #2448
NOW OR FORMERLY
WILLIAM E. WHITBY & DONELLE R. WHITBY
DB:9244-101
PIN#019-212-04
NOW OR FORMERLY
HUNTERSVILLE-CONCORD ROAD
SR #2448
STATE MAINTAINED R/W
NOW OR FORMERLY
WILLIAM E. WHITBY & DONELLE R. WHITBY
DB:3403-237
PIN#019-212-12
NOW OR FORMERLY
JACKSON RANSON
DB:5168-980
PIN#019-212-16
AREA OF 30' POST CONSTRUCTION BUFFER PER MECKLENBURG COUNTY GIS
31' WATER LINE EASEMENT
31' OFFSET FROM EXISTING CENTERLINE OF HUNTERSVILLE-CONCORD ROAD
PER DB:11442-375
31' WATER LINE EASEMENT
31' OFFSET FROM EXISTING CENTERLINE OF HUNTERSVILLE-CONCORD ROAD
PER DB:11442-379
60' COLONIAL PIPELINE EASEMENT
DEED 3403-237 & DEED 4017-449
DEED 350E-50 & DEED 4017-449
DEED 2360-479
50' COLONIAL PIPELINE COMPANY EASEMENT
ASBURY CHAPEL ROAD
SR #2442
60' R/W PER MB:28-467
NOW OR FORMERLY
MMH DEVELOPMENT ELEVEN LP
DB:21985-328
MB:64-687
PIN#019-201-43
NOW OR FORMERLY
MMH DEVELOPMENT ELEVEN LP
DB:21985-328
MB:61-125
PIN#019-229-96
NOW OR FORMERLY
BRICE INVESTMENTS LLC
DB:16872-269
PIN#019-212-27
NOW OR FORMERLY
WILLIAM B. COCHRAN & JENNIFER T. COCHRAN
DB:7707-504
PIN#019-212-36
NOW OR FORMERLY
OLLIE BRICE COCHRAN
DB:9411-235
PIN#019-212-25
NOW OR FORMERLY
MICHAEL PADEL
DB:34084-522
PIN#019-212-34
NOW OR FORMERLY
BEATRIZ CABRERA & JOHN MICHAEL CABRERA
DB:29739-447
PIN#019-201-02
NOW OR FORMERLY
BIANCA NATHALY CUELLAR GONZALEZ
DB:34177-188
PIN#019-201-18
NOW OR FORMERLY
ROBERT GRAY WRIGHT
DB:8684-300
PIN#019-301-15
NOW OR FORMERLY
ROBERT K. CURLEY
DB:9006-556
PIN#019-301-17
NOW OR FORMERLY
MARK PATTERSON & LORI PATTERSON
DB:35970-357
PIN#019-301-22
NOW OR FORMERLY
JEFFREY WILSON BROWN & RUTH MARKLYN BROWN
DB:7149-803
PIN#019-041-04
NOW OR FORMERLY
JOANN BROWN MILLER & JEFFREY WILSON BROWN & RUTH MARKLYN BROWN
DB:7149-803
PIN#019-041-03
NOW OR FORMERLY
MICHAEL BLOCH
DB:28660-229
PIN#019-212-11
NOW OR FORMERLY
TIMOTHY C. WARD & SHANNON MILLER WARD
DB:10455-477
MB:31-63
PIN#019-212-32
NOW OR FORMERLY
MARC L. WILLET & JULIA M. WILLET
DB:20278-18
PIN#019-212-15
NOW OR FORMERLY
MARGARETA SZUDWIKA SUNN
DB:20005-906
PIN#019-212-14
NOW OR FORMERLY
COLONIAL PIPELINE COMPANY
DB:3537-199
PIN#019-212-03
NOW OR FORMERLY
MARSHALL KEITH PARKS & ANNA MARIE PARKS
DB:8135-462
PIN#019-212-31
NOW OR FORMERLY
LUKE HUNTER WALKER & EMILY ELIZABETH WALKER
DB:29278-223
PIN#019-212-30
NOW OR FORMERLY
CARLOS D. BARON & JESSY N. GARCIA RANSON
DB:34620-270
MB:57-325
PIN#019-212-35
OUTPARCEL
NOW OR FORMERLY
JENNIFER JOANN MILLER
DB:10455-386
PIN#019-212-34
GAS LINE MARKER
FOUND #5 REBAR IN STONES
FOUND 1.50" PIPE
FOUND BENT 3/4" BAR
FOUND ANGLE IRON 0.70' SOUTH OF LINE NOT USED
FOUND AXLE
FOUND "T" POST
500' SIGHT DISTANCE
X-SECTION 073
BFE – 657.5
X-SECTION 069
BFE – 655.3
X-SECTION 063
BFE – 653.4
FUTURE – 653.5
X-SECTION 065
BFE – 654.2
FUTURE – 654.4
X-SECTION 067
BFE – 654.3
FUTURE – 654.5
FUTURE CONDITIONS FLOOD FRINGE LINE Mapped
FEMA FLOODWAY ENCROACHMENT LINE Mapped
FEMA FLOOD FRINGE LINE Mapped
COMMUNITY ENCROACHMENT LINE Mapped
AREA OF 100' SWM BUFFER PER MECKLENBURG COUNTY GIS
AREA OF 30' POST CONSTRUCTION BUFFER PER MECKLENBURG COUNTY GIS
20' SANITARY SEWER EASEMENT DEED 21852-408
AS-BUILT LOCATION
N17°33'17"W 292.68'
S24°23'01"W 410.37'
S17°20'20"E 272.03'
S17°45'57"E 310.56'
S17°52'43"E 449.92'
S37°33'17"E 1189.72'
S52°36'52"E 922.40'
N13°03'19"W 527.93'
N37°33'17"W 1189.72'
N52°36'52"W 922.40'
S97°05'50"W 527.35'
S17°42'23"E 125.16'
N72°17'27"E 65.60'
N52°20'48"E 366.76'
N86°53'27"E 57.65'
S82°32'23"E 958.91'
N05°25'20"W 299.75' "TIE"
N05°28'02"W 206.90'
N05°36'02"E 14.05'
N03°05'41"E 505.58' "TOTAL"
N10°09'09"W 316.50'
N02°44'47"W 272.03'
N17°36'36"W 20.06'
S06°25'07"E 152.31'
S73°44'27"E 264.99'
S23°36'34"W 192.86'
S28°35'02"E 18.63'
S24°21'06"E 53.89'
S19°55'15"E 54.24'
S16°39'43"E 53.68'
S14°14'47"E 54.26'
S12°43'40"E 53.60'
S12°36'10"E 53.84'
S12°58'02"E 57.14'
S13°20'52"E 55.64'
S14°16'47"E 55.12'
S26°16'19"E 51.14'
S29°40'47"E 42.50'
S33°26'25"E 56.96'
S36°29'13"E 40.06'
S38°03'47"E 46.89'
S38°28'13"E 55.69'
S37°46'32"E 30.80

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

   PIN: 01921228

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

   SKETCH PLAN APPROVAL ON 11-8-21

   EPM: 420 845

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

WHITBY BOWMAN, LLC / ROBERT BOWMAN

Petitioner

Signature of Petitioner

WHITBY BOWMAN, LLC

Property Owner(s)

Signature of Property Owner(s)

3-22-23

Date

If 160A-31(b1) applies, please contact staff for the applicable form

Last updated: 01/11/23

Town of Huntersville
NORTH CAROLINA

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

a. The petition contains an adequate property description of the area proposed for annexation.
b. The area described in the petition is contiguous to the Town of Huntersville primary corporate limits, as defined by G.S. 160A-31.
c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a contiguous area pursuant to NCGS §160A-31.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 11th day of April, 2023.

Janet Pierson

Janet Pierson, Town Clerk

Town of Huntersville 1873 North Carolina

Post Office Box 664 • 101 Huntersville-Concord Road • Huntersville, NC 28070
phone 704.875.6541 • fax 704.948.6020 • www.huntersville.org

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

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   (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

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   SKETCH PLAN APPROVAL ON 11-8-21

   EPM: 420845

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

WHITBY BOWMAN, LLC / ROBERT BOWMAN

Petitioner

Signature of Petitioner

WHITBY BOWMAN, LLC

Property Owner(s)

Signature of Property Owner(s)

3-22-23

Date

Make sure to revise and add the following signature blocks.

Add purpose statement. Include acreage and PID

VICINITY MAP
NO SCALE

SITE

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

Parcel Line Table		
Line #	Length	Direction
L1	91.14	S28°41'14"E
L2	42.80	S28°40'14"E
L3	96.95	S33°30'31"E
L4	40.05	S38°39'11"E
L5	46.26	S39°03'14"E
L6	95.64	S38°28'11"E
L7	26.80	S37°44'34"E
L8	18.63	S28°39'04"E
L9	53.84	S8°31'36"E
L10	34.21	S19°51'11"E
L11	53.66	S18°36'14"E
L12	94.38	S14°14'47"E
L13	53.80	S12°12'47"E
L14	53.81	S12°39'18"E
L15	57.14	S12°56'06"E
L16	95.64	S12°32'52"E
L17	42.00	N12°39'18"W
L18	42.00	N12°39'18"W
L19	95.13	S14°16'47"E

TOTAL ACREAGE
34.082 ACRES
1,484,592 SF

NO.	DATE	REVISION	BY

SHEET TITLE

ANNEXATION PLAT - 34.082 ACRES

PROJECT
WHITBY BOWMAN LLC PROPERTY
TOWN OF HUNTERSVILLE, MECKLENBURG CO., NC
FOR: WHITBY BOWMAN LLC

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering

SCALE 1" =100'
DATE 02/07/23
DRAWN BY TWH
CHECKED BY JEW
DRAWING NO. XX-XX
SHT 1 of 1 SHTS

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-31

(Brownleigh Property)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners have directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Huntersville, North Carolina that:

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the Town Hall at 6:00 p.m. on the __th day of May 2023.

Section 2. The area proposed for annexation is described as follows:

(Metes and bounds description attached hereto as Exhibit A.)

Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.

_____

Mayor

Town of Huntersville, North Carolina

ATTEST:

_____

Town Clerk

Exhibit A: Brownleigh Property Metes & Bounds.

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

Mecklenburg County Tax Parcel #019-212-28

Beginning at (POINT OF BEGINNING) a point being a found #5 rebar in stones, being further located on the Eastern margin of a 60' Colonial Pipe Line easement as recorded in Deed Book 1622, page 353 & Deed Book 3410, page 465, Deed Book 3502, page 50, Deed Book 4017, page 449, & Deed Book 2360, page 479 all of the Mecklenburg County Register of Deeds, also being located on the Northern Line of land owned Now or Formerly by MMB Development Eleven LP, A common Open Space; as shown on Map Book 61, page 125 of the Mecklenburg County Register of Deeds, thence with the dividing line of land owned Now or Formerly William E. Whitby & Donelle R Whitby as recorded in Deed Book 9244, page 101 of the Mecklenburg County Register of Deeds & land owned Now or Formerly by Jeffrey Wilson Brown & Joann Brown Miller & Ruth Marilyn Brown as recorded in Deed Book 7149, page 803 of the Mecklenburg County Register of Deeds N82-32-25E 668.91' to a found 1 inch pipe, thence with the Southern line of land owned Now or Formerly by Michael Bloch as recorded in Deed Book 28680, page 229 of the Mecklenburg County Register of Deeds N86-53-27E 57.65' to a found #4 rebar, thence with the line of land owned Now or Formerly by Timothy C. Ward & Shannon Miller Ward as recorded in Deed Book 10455, page 477 & Map Book 31, page 63 both of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S17-42-23E 125.16' to a found #4 rebar, 2) N72-17-37E 85.00' to a point, 3) N52-20-48E 386.78' to a point near the centerline of Asbury Chapel Road (SR# 2442) (Existing 60' Right of Way per Map Book 28, page 467 of the Mecklenburg County Register of Deeds), thence with the center line more or less of Asbury Chapel Road for seven (7) calls and distances to points, 1) S26-16-19E 51.14', 2) S29-40-47E 42.50', 3) S33-26-25E 56.96', 4) S36-29-13E 40.06', 5) S38-03-47E 46.89', 6) S38-28-13E 55.69', 7) S37-46-32E 30.80', thence with the line of land owned Now or Formerly by Jennifer Joann Miller as recorded in Deed Book 12127, page 386 of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S73-36-34W 192.86' to a found "T" post (passing through a found "T" post at 0+28.55' of this line), 2) S06-25-07E 152.31' to a found "T" post, 3) N73-44-27E 264.99 to a point near the center line of Asbury Chapel Road (passing through a found "T" post at 2+41.49 of this line), thence with the center line of Asbury Chapel Road more or less for ten (10) calls and distances to points, 1) S28-35-02E 18.63', 2) S24-21-06E 53.89', 3) S19-55-15E 54.24', 4) S16-39-43E 53.68', 5) S14-14-47E 54.26', 6) S12-43-40E 53.60', 7) S12-36-10E 53.84', 8) S12-58-02E 57.14', 9) S13-20-52E 55.64', 10) S14-16-47E 55.12', thence leaving Asbury Chapel Road S67-05-50W 527.35' to a found axle, thence with the Eastern line of land owned Now of Formerly by Brice Investments LLC as recorded in Deed Book 16872, page 269 & William B. Cochran & Jennifer T. Cochran as recorded in Deed Book 7707, page 504 both of the Mecklenburg County Register of Deeds, S17-52-43E 449.92' to a found half inch (0.50") pipe, being further located near the margin of a 20' sanitary sewer easement as recorded in Deed Book 18007, page 451 of the Mecklenburg County Register of Deeds, thence with the Wester line of land owned Now or Formerly by Ollie Brice Cochran as recorded in Deed Book 9411, page 235 & Michael Fadel as recorded in Deed 34084, page 522 both of the Mecklenburg County Register of Deeds, S17-45-57E 310.56' to a found 1 inch pipe, thence with the Western line of land owned Now or Formerly by Beatriz Cabrera & John Michael Cabrera as recorded in Deed Book 29739, page 447 of the Mecklenburg County Register of Deeds S17-20-20E 272.03' to a point (point being further located N17-36-36W 20.08' from a found 1 inch bar), thence with the Northern line of land owned Now or Formerly by Blanca Nathaly Cuellar Gonzalez as recorded in Deed Book 34177, page 188 of the Mecklenburg County Register of Deeds S24-23-01W 410.37' to a point on the Eastern Line of land owned Now or Formerly by MMB Development Eleven; Common Open Space #2 as recorded in Deed Book 21985, page 328 & Map Book 64, page 687 both of the Mecklenburg County Register of Deeds, thence with the before mentioned line N17-33-17W 1198.73' (passing through a found 1.50" pipe at 0+43.11; a found 0.50" pipe at 3+35.99; a found #5 rebar at 3+91.55 also being the Southern Right of Way of Padova Place; a found #5 rebar at 4+42.54 also being the Northern Right of Way of Padova Place; a found 1" pipe at 5+32.78; a found 0.50" pipe at 7+95.32) to a found 1 inch pipe, thence N52-36-52W 922.40' (passing through a found angle iron at 0+94.38; a found #5 rebar at 2+88.09 on the Eastern margin of Roosevelt Grove

Drive as recorded in Map Book 61, page 125 of the Mecklenburg County Register of Deeds; a found #5 rebar at 3+39.13; a found three quarter inch bent rebar at 4+48.56) to a found 1.50” pipe, thence N13-03-19W 527.93' to the POINT AND PLACE OF BEGINNING.

Containing 34.082 acres.

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Nathan Farber, Planner I

Date: May 1, 2023

Subject: Petition #TA23-03

EXPLAIN REQUEST:
Call a public hearing for Monday, May 15, 2023 at 6:00 p.m. at Huntersville Town Hall, on Petition #TA23-03, a request by the Huntersville Planning Department for a text amendment to the Subdivision Ordinance to amend Article 2 Minor Subdivision Definition and to the Zoning Ordinance to amend Article 7.5 buffer requirements.

ACTION RECOMMENDED:
Call Hearing

FINANCIAL IMPLICATIONS:
NA

ATTACHMENTS:
None

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Nathan Farber, Planner I

Date: May 1, 2023

Subject: Petition #TA23-04

EXPLAIN REQUEST:
Call a public hearing for Monday, June 5, 2023 at 6:00 p.m. at Huntersville Town Hall, on Petition #TA23-04, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 9.54 Solar Energy Facilities.

ACTION RECOMMENDED:
Call Hearing

FINANCIAL IMPLICATIONS:
NA

ATTACHMENTS:
None

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: David Peete, Principal Planner

Date: May 1, 2023

Subject: Call for Public Hearing - Petition #R23-05, Lagoona Bay Beach Club

---

EXPLAIN REQUEST:
Call a Public Hearing for June 5, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition #R23-05, Lagoona Bay Beach Club, a request by Bi-Part Development, LLC to rezone +/- 263.01-acres generally located north and south of NC 73, south of Mayes Road, east of Westmoreland Road, north of McCord Road and west of Black Farm Road from existing Rural (R) and Transitional Residential (TR) to Traditional Neighborhood Development - Conditional District (TND-CD), Neighborhood Residential - Conditional District (NR-CD) and Highway Commerical - Conditional District (HC-CD) for a mixed-use development consisting of approximately 1,183 residential units (250 single-family homes, 201 townhomes, 432 apartment units & 300 condominium units), 210,000 square feet of retail, 200 hotel rooms, 36,000 square feet of convention center space and a 41.16-acre commercial lagoon.(Parcel #s 01106218, 01125102, 01125109, 01125103, 01125108, 01104101, 01105105, 01106217, 01106226, 01106219, 01125101, 01125104, 01124123, 01105104 & 01124102).

ACTION RECOMMENDED:
Call Public Hearing for June 5, 2023 at 6:00

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
None

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Jesse James, Senior Planner

Date: May 1, 2023

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

EXPLAIN REQUEST:
Conduct a Public Hearing

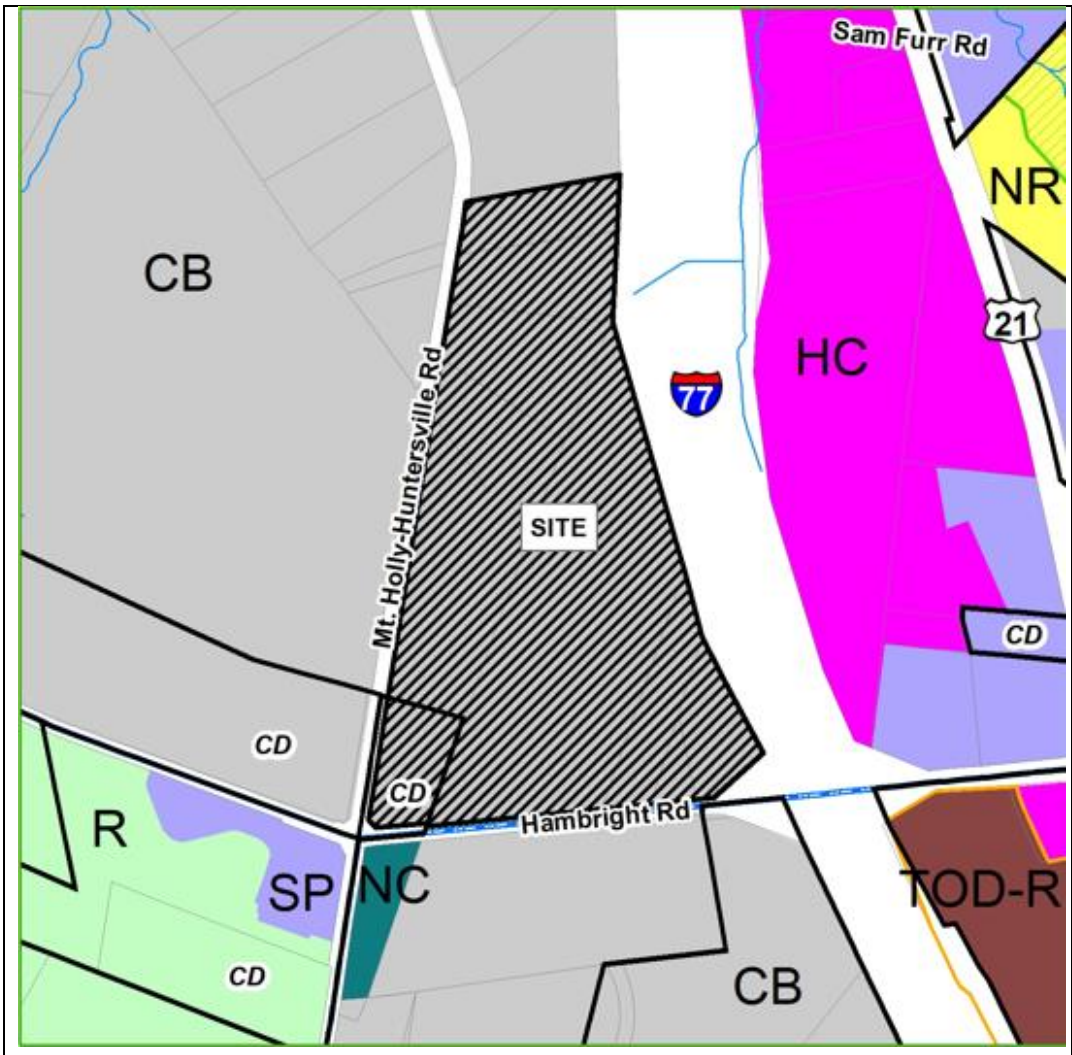
ACTION RECOMMENDED:
Conduct a Public Hearing

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. R22-07 PH 5 1 23 Staff Report 1 - Final
2. TOWN_1_Application_Packet_3.13.23
3. Zoning_Plans-4-11-23
4. TOWN_1_ARC_PRESENTATION__4-11-23
5. 230118ga_Town-1_Mixed_Use_Development_McDowell_Creek_WWTP_WTSLetter
6. TOWN 1 Neighborhood Meeting Report Package 2.21.23
7. 2023-04-13_Town 1 Mixed Use TIA Recommended Laneage Figure

Petition R22-07
Town 1 Mixed Use Center

PART 1: PROJECT SUMMARY



Applicant: Treenail Development, Inc

Property Owner: Multiple/see attached application.

Property Address: PIN(01721101, 01721102, 01721103, 01721104, 01721105, 01721106, 01721107, 01721108, 01721109

Project Size: (+/-) 69.41 acres

Parcel Numbers: see above

Current Zoning: Corporate Business (CB)& Corporate Business Conditional District

Current Land Use: Vacant, Commercial Use, Single Family Residential

Proposed Zoning: Special Purpose-Conditional District (SP-CD), Highway Commercial-Conditional District(HC-CD), Transit Oriented Development-Residential-Conditional District(TOD-R-CD), Transit Oriented Development-Employment-Conditional District(TOD-E-CD)

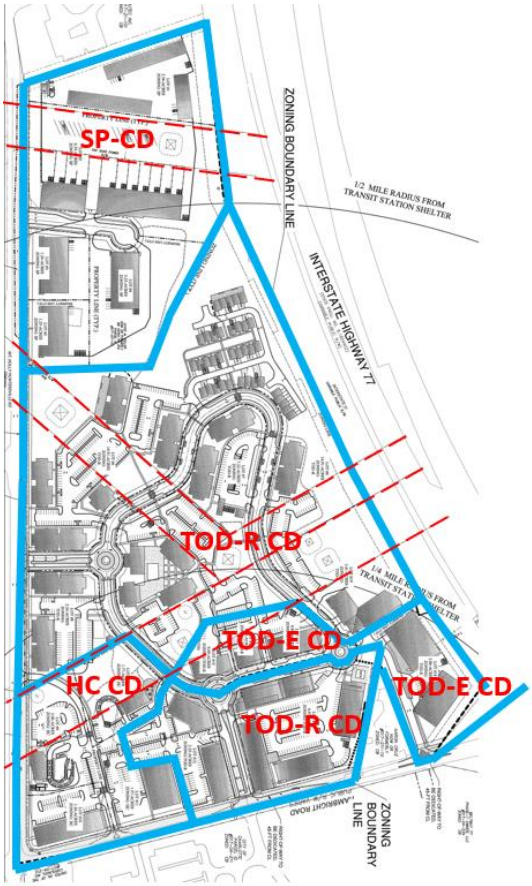
Proposed Land Use: Mixed Use, Warehousing, Commercial Uses, Multi-Family Residential, Office

1. Purpose: Rezone 70.54 acres at the corner of Hambright and Mt. Holly Huntersville Road(PINS listed above as seen on the map) from Corporate Business and Corporate Business Conditional District to Transit Oriented Development-Residential - Conditional District(TOD-R-CD), Transit Oriented Development-Employment-Conditional District(TOD-E-CD), Special Purpose-Conditional District(SP-CD), and Highway Commercial-Conditional District(HC-CD) to accommodate for a proposed mixed use development.
2. The Town 1 Mixed Use Center as a development, within its four proposed zoning districts, includes 747 multi-family dwelling units on 19 lots. The proposal includes 419,300 square feet of commercial space. The total site is proposed to include 56.9% impervious surface as a high-density development where 70% is the maximum percentage of allowed impervious surface.
3. Adjoining Zoning and Land Uses.
   - North: Corporate Business-Light Industrial/Warehousing
   - South: Corporate Business(Future Cats Park and Ride), Neighborhood Center(Gas Station), Corporate Business Conditional District(Beltway 77 Industrial Park)
   - East: I-77
   - West: Corporate Business Conditional District(TCA Hambright Industrial, Warehousing/Light Industrial), Corporate Business(Light Industrial/Burkert USA Corp.)

4. A neighborhood meeting was held on Wednesday, February 15, 2023 and the questions asked by residents/citizens and the responses from the applicants are summarized in the Neighborhood Meeting Report (see attachment E)
5. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Hambright Road and Mt.Holly Huntersville Road.

PART 2: REZONING/SITE PLAN

OVERALL SITE PLAN

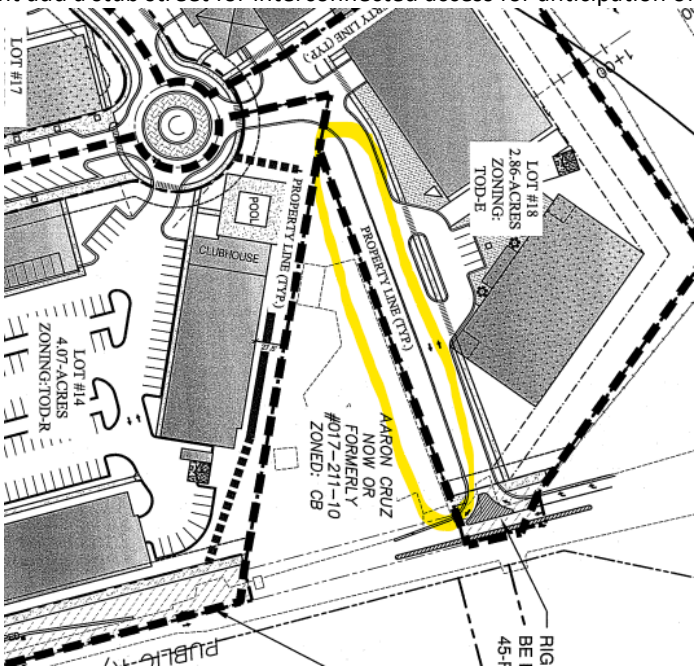


PROPOSED ZONING DISTRICTS

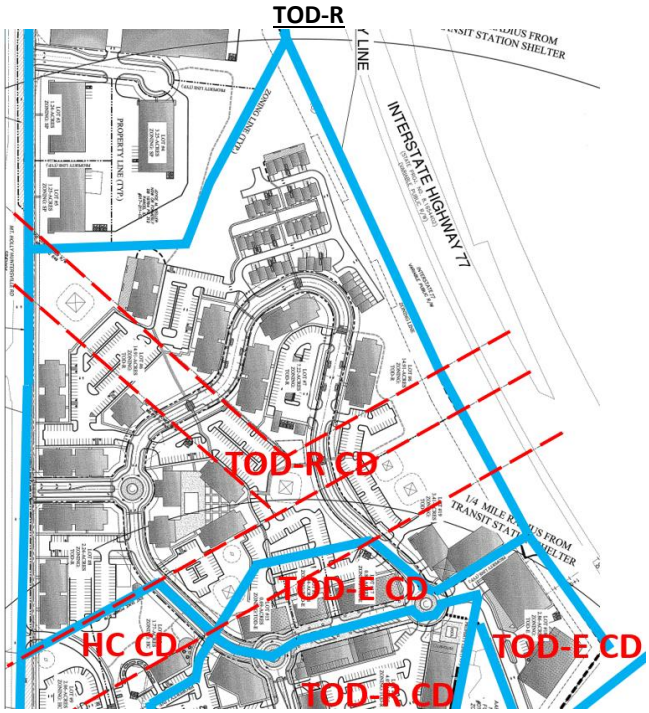
Significant elements of the development plan include:

- Side-yard parking is requested as a **modification** as shown on Sheet C3 of the rezoning plan.
  Staff Comment- Side-parking is limited to a percentage of the frontage for several building lot types. The modification request is to allow it throughout due to the amount of shared parking between lots. **Staff recommends** showing in detail which areas of the plan do not meet parking layout requirements to better understand modification needs. Staff does understand the unique site circumstances regarding the Duke Energy easements and site constraints of what is allowed underneath the power lines. Due to this situation, side-yard parking in these areas, that exceeds the percentage of side-yard parking permitted per ordinance **MAY** be recommended by staff with possible added screen walls and or additional vegetation.
- **Modification** request to allow for disturbance/grading in the I-77 buffer if such disturbance does not encroach more than 30 feet into the buffer while providing a buffer mitigation in accordance with article 7.5 of the zoning ordinance.
  Staff Comment- The required I-77 buffer per zoning ordinance is 50 feet undisturbed. The applicant has determined that no tree save(specimen) trees will be removed in the section directly adjacent to I-77, and that the buffer disturbed will be replanted per ordinance standards for buffer yards. The proposal does eliminate 1 specimen tree within the I-77 Buffer along the Hambright Road and I-77 ROW buffer. *Staff recommends* this tree(#74 24"oak) to be saved if possible since it is within the 50 foot undisturbed buffer. If it cannot be saved, staff recommends it be mitigated for per ordinance it that same buffer area.
- Street Layout- Public Streets are provided throughout the TOD-R and TOD-E portions with no cul-de-sacs. The SP portion of the development has an approximate 380-foot public street ending in a cul-de-sac (modification request detailed herein). As seen on the overall site plan above blocks are divided with round-a-bouts and pedestrian pathways with no block exceeding 500 feet. The street system provides traffic calming methods with curvatures and round-a-bouts.

- Parcel #01721110 as seen below is not included in this plan, however, if this parcel is developed in the future, it will need commercial access. That would need to be internal to the site and shared with the adjacent Town 1 Lot 18. **Staff recommends** that the applicant add a stub street for interconnected access for anticipation of future redevelopment.

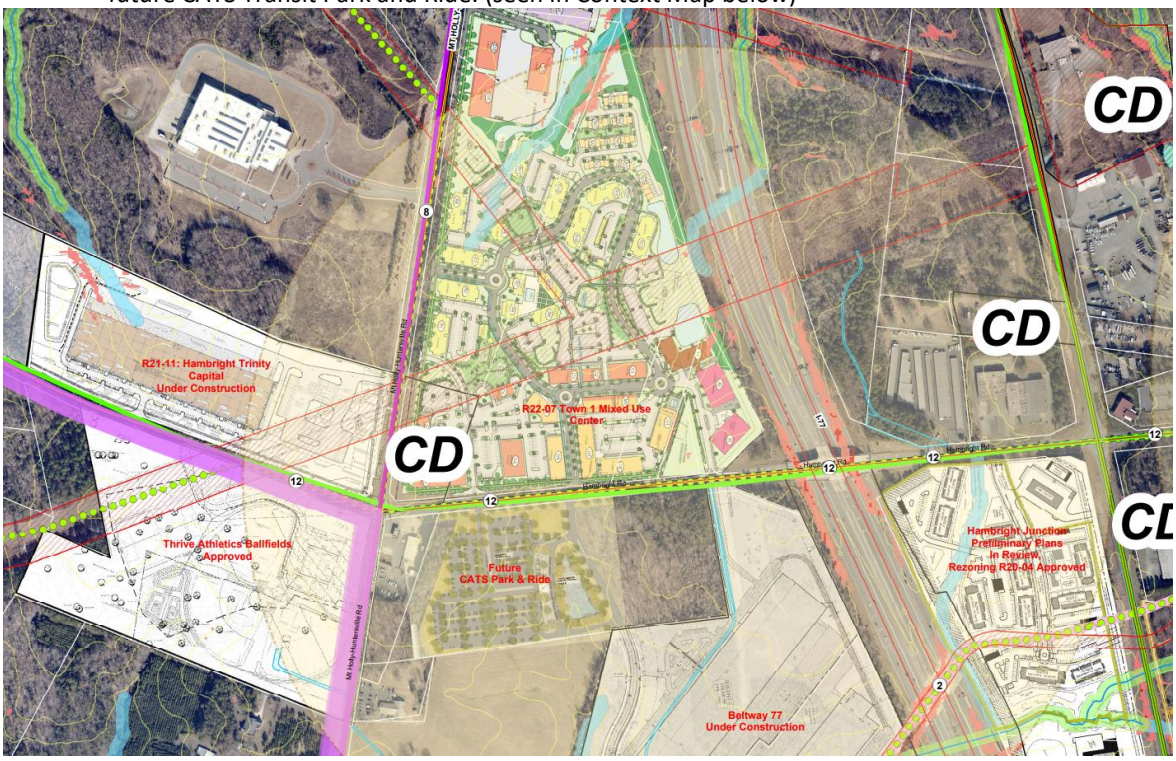


- Open Space- The development has open space meeting standards of article 7.10 by way of providing pedestrian passageways, plazas, and greens throughout within 1/4 mile of each building lot. Details of each open space area are shown in detail on plan sheet C9.1 of the rezoning plan.
- Minimum Tree Preservation (specimen tree save) for TOD-R, TOD-E, SP, and HC is 30%. The Rezoning Plan shows 32.7% of all specimen trees.
- There are no identified Heritage Trees on site.
- Planning, Transportation, and Storm Water Engineering staff have minor site plan comments outstanding that need to be addressed prior to final plan approval.

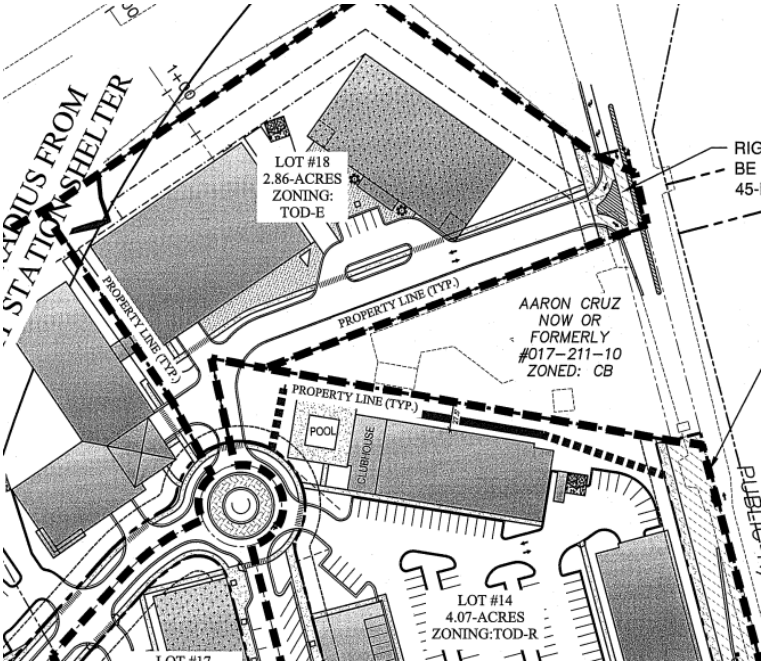


The proposed Multi-Zoned Conditional District Rezoning Plan is generally compliant with the zoning regulations apart from several modification requests included previously. Significant elements of the **TOD-R** portion include:

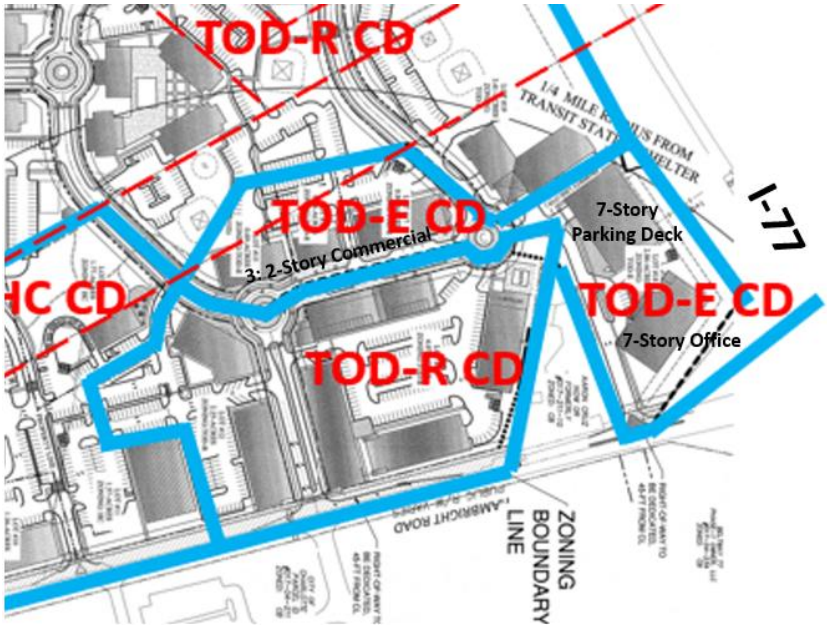
- Plan sheet C8 shows the proposed Zoning Boundaries of the four districts. The TOD-R portion includes 21 Multi-Family Buildings (747 total units) with a mixed-use component on one side of the pedestrian village (24 of the 747 multi-family units), and 37 townhome multi-family units (of the 747 total). The TOD-R portion of the development provides 1257 parking spaces which exceeds the required amount of 747 spaces.
- **Intent of TOD-R:** The transit-oriented residential district is established to support higher density residential communities that include a rich mix of retail, restaurant, service, and small employment uses within a pedestrian village format. Land consuming uses, such as large lot housing and large retail outlets are excluded from this district. The TOD-R may be located on developable and re-developable parcels generally found within the 1/2 mile catchment area of designated rapid transit station sites. Nothing in these regulations shall preclude application of the TOD-R beyond the 1/2 mile radius when site-specific development plans demonstrate efficient resident access to a rapid transit station. The district establishes a primarily residential village within a 10-minute walk of a designated rapid transit station that serves a residential population of sufficient size to constitute an origin and destination for purposes of rapid transit service.
    - *Staff Comments*- As shown in the site plans above, this TOD-R section includes all of the elements of the intention of the district listed above including establishing a residential village within a 10 minute walk of the future CATS Transit Park and Ride. (seen in Context Map below)



    - All of the parcels within this district are within ½ mile catchment area of the transit station.
    - The plans include higher density residential, mix of retail, restaurant, service, and small employment uses within a pedestrian village format.
    - No large lot housing or retail outlets are included, per ordinance.
- Subsection 3.2.13(d)(2)(a) new buildings are expected to exceed the scale and volume of existing buildings, but shall demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume, shall not apply to development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income. Lot 14, adjacent to a 1 story single family residence, includes a 36 unit 5 story multi-family residential building (included in the following map) uses this exemption and will not be subject the provision for massing compatibility, per state statute. The plan provides at least 2 affordable housing units in this proposed building.



- Within a TOD-R zoning district, a minimum average density of 15 dwelling units per acre shall be achieved, while not exceeding 40 DUA. This plan meets this providing 21.90 dwellings per acre and does not exceed 40.
- When designing the site, higher densities (18 du/a and greater) should be concentrated within approximately 1/4 mile walking distance of the station site while lower densities (6 du/a and greater) may be placed beyond the approximate 1/4 mile walking distance.
  Staff Comments-The proposed plan meets this provision. The higher density buildings are concentrated within 1/4 mile from the CATS station.
- Siting requirements for non-residential development: All non-residential development shall be oriented to provide direct pedestrian access from the transit station by way of the public street system, designated pedestrian paths, or any combination of the two. Within a 1/4 mile walking distance of the station site 10,000 square feet of retail/services/commercial/office development for each 250 dwelling units in the 1/2 mile catchment area.
  Staff Comment- This proposal meets these standards, provides mixed use buildings within 1/4 walking distance of the station with proposed commercial uses including retail or services uses.

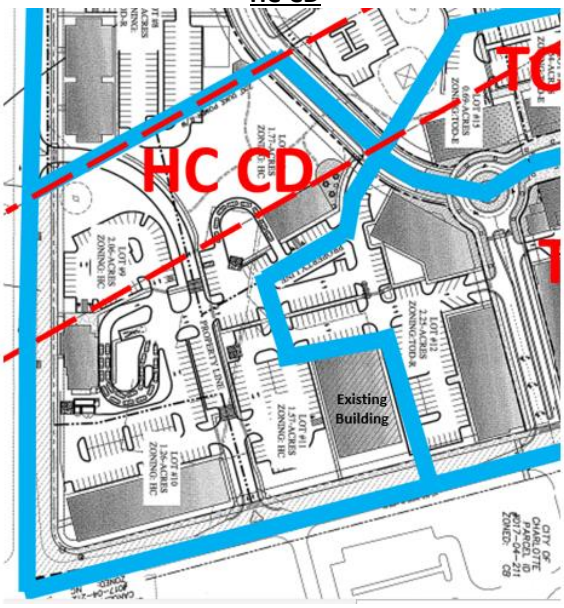


Significant Elements of the **TOD-E** include:

- The TOD-E portion of the development includes a 7-story office building, a 7-story parking deck, and 3, 2-story commercial use buildings with 307 provided parking spaces out of the 179 required. The maximum number of allowed parking spaces in this TOD-E plan is 358 spaces.

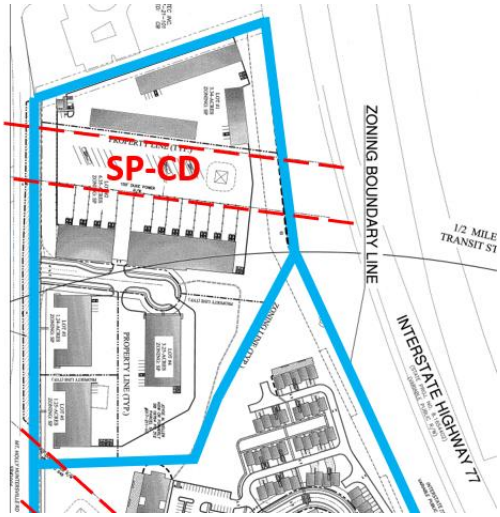
- **Intent of TOD-E-** The transit-oriented employment district is established to accommodate general office uses and office support services in a highly pedestrianized setting. General office, characterized by 40 to 70 employees per acre, is the predominant use. Uses that employ relatively few workers, such as warehousing and distribution, are excluded from this district. The TOD-E may be located on developable parcels within the 1/2 mile catchment area of rapid transit stations. The district establishes an employment node within a 10-minute walk of a designated transit rapid station that serves a workforce of sufficient size to constitute a destination for purposes of rapid transit service.
    - *Staff Comment*- The proposal accommodates general office uses in a pedestrian setting. As seen above lot 18 provides a 7 story office building which is well within 1/2 mile and less than a 10 minute walk to the proposed CATS transit station.
    - There are no uses proposed that employ relatively few employees such as warehousing or distribution.
- **Modification Request**- Per ordinance subsection 3.2.13(d)(2)(a) new buildings are expected to exceed the scale and volume of existing buildings but shall demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. Lot 18 shown below and the 2 buildings within it will not meet this provision as the proposed massing will not vary to reduce the perceived scale and volume. The property between lots 18 and 14 is an existing one-story single family residential unit. The two buildings included in lot 18 are a 7-story office building and 7-story parking deck.
  Staff Comment- Future Land Use Policy LU-8.3 "Consider ways to encourage transit-supportive development proximal to future CATS Bus Rapid Transit (BRT) stations". The TOD-E proposed does just this, but for it to be a viable option the development needs the density incorporated. Staff recommends approval of this modification request.
- The lower portion of the TOD-E District proposed, including lots 15, 16, and 17 are within the pedestrian mixed use retail/service village. Per section 3.2.14 (C) of the zoning ordinance allows retail, restaurant, bars and taverns, personal services, clinics and similar workplace support uses up to 20 percent of first floor area of any building, or of a multi-building project taken as a whole. The conceptual plan contemplates 564,600 square feet of total first floor area. The buildings within the TOD-E district on lots 15,16,17, and 18 may include up to 112,920 square feet of these types of uses.
- The minimum FAR is .35 in this district per the zoning ordinance and the preferred range is .5 to 1.5. The proposed FAR is .53 for lot 15, .46 for lot 16, .75 for lot 17, and 1.0 for lot 18. All but lot 16 is within the preferred range but all meet the minimum requirements of .35.

HC-CD



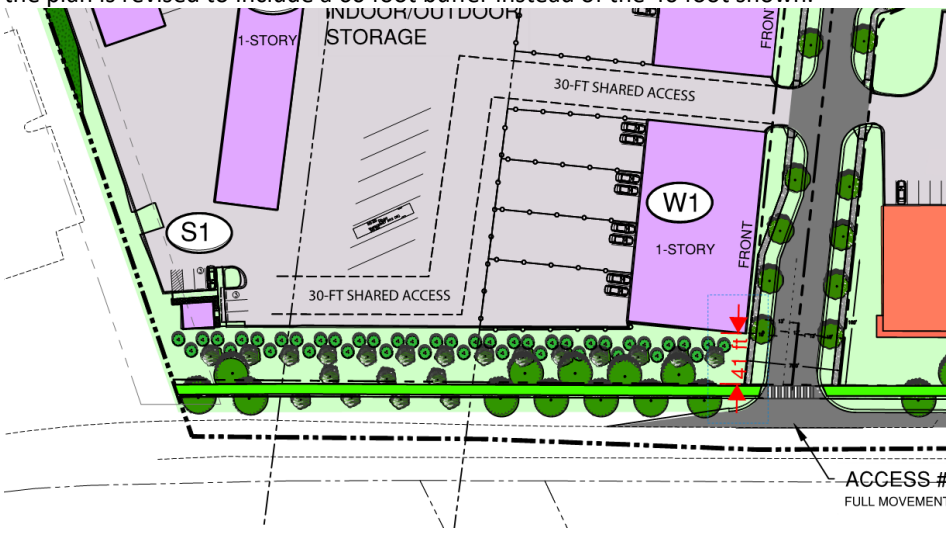
Significant elements of the HC portion of the plan include:

- One existing building will remain which is currently used as an office/warehouse/flex spaces use(Lot 11 building shown in map). There are 2 proposed drive-through style commercial uses on Lots 9 and 13 and one likely multiple tenant commercial use building proposed on Lot 10. These uses/buildings are proposed to have shared parking and are proposed for side-yard parking likely exceeding the limits allowed in the zoning ordinance dependent upon the building lot type used (see modification request previously).
- The district meets the intent and general requirements of Article 3.2.7 Highway Commercial District (HC) of the zoning ordinance.

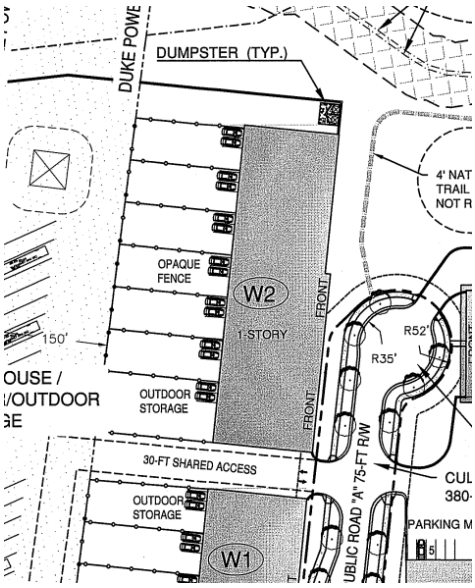


Significant elements of the SP portion of the plans include:

- This proposed district includes lots 1-5 of 19 of the plan and is intended for warehousing, flex space, outdoor storage, and other commercial uses. The layout is schematic in nature and generally meets the zoning ordinance requirements with exception of these **modifications**:
    - The required buffer along Mt. Holly Huntersville Road is 80 feet, the applicant has requested this be reduced down to a 60 foot **modification** (as seen below). The plan only shows a 41 foot approximate buffer so it is unclear if the applicant is asking for a 60 foot or 41 foot buffer(seen below in red measurement)
    Staff Comment: Staff is ok with this request of a 60 foot buffer if the open storage area is screened appropriately with landscaping material/screening wall/fence that meets the provisions of the ordinance and the plan is revised to include a 60 foot buffer instead of the 40 foot shown.



    - Article 7.5 of the zoning ordinance pertaining to buffer yards permits SP zoned buildings a full buffer removal of 80 feet when the building addresses the street consistent with article 4. This **modification** would allow the full 80 feet be removed even though the building does not have full street frontage but will address article 4 for the section of the building that Public Road A does front (see W2 building below).
    Staff Comment: Staff can recommend this request with good building design. Since only a portion of the building will address the street, staff requests a typical architectural schematic of that frontage.



- Public Road A is proposed as a 380-foot road ending in a cul-de-sac. The subdivision ordinance allows cul-de-sac in urban conditions at a maximum of 350-feet. The applicants are requesting a **modification** to allow this linear distance to be increased.

PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis (TIA)

The initial TIA for the Town 1 development was received on 4/17/23. This TIA review was deferred by the Town to the North Carolina Department of Transportation. The TIA recommends the following improvements:

Hambright Road at Mt Holly Huntersville Road

- Construct a southbound right-turn lane on Mt Holly Huntersville Road with 100 feet of storage
- Add signal coordination with adjacent traffic signals along Hambright Road

Hambright Road at Statesville Road (US21)

- Construct an additional (second) northbound left-turn lane on Statesville Road with 375 feet of storage
- Construct an additional (second) westbound through lane on Hambright Road between Statesville Road and the I-77 Express Lane intersection.
- Restriping the westbound right-turn lane on Hambright Road to a shared through/right-turn lane
- Add signal coordination with the adjacent traffic signals along Hambright Road

Hambright Road at I-77 Express Lanes

- Add signal coordination with the adjacent traffic signals along Hambright Road

Hambright Road at Access 1 (easternmost access)

- Construction of a westbound right-turn lane on Hambright Road with 100 feet of storage
- The southbound approach to have a protected stem length of 100 feet
- Access to be right-in/out only

Hambright Road at Access 2 (future CATS site access)

- Installation of a traffic signal including pedestrian signals
- Add signal coordination with the adjacent traffic signals along Hambright Road
- The southbound (Access 2) approach to have a dedicated left-turn lane and shared through/right-turn lane
- The southbound approach to have a protected stem length of 325 feet
- Construct a westbound right-turn lane on Hambright Road with 125 feet of storage
- Construct or restripe an eastbound left-turn lane on Hambright Road with 100 feet of storage

Hambright Road at Access 3 (westernmost)

- The southbound approach to have a protected stem length of 100 feet

- Access to be right-in/out only

Mt Holly Huntersville Road at Access 4 (southernmost)

- Construct a left-over with a southbound left-turn lane on Mt Holly Huntersville Road with 125 feet of storage
- The westbound approach to have a protected stem length of 100 feet
- Access to restrict left-out access

Mt Holly Huntersville Road at Access 5 (middle)

- Construct a southbound left-turn lane on Mt Holly Huntersville Road with 125 feet of storage
- The westbound approach to have a protected stem length of 200 feet
- The westbound (Access 5) approach to have a dedicated left-turn lane and dedicated right-turn lane with 200 feet of storage

Mt Holly Huntersville Road at Access 6 (northernmost)

- Construct a southbound left-turn lane on Mt Holly Huntersville Road with 100 feet of storage
- Construct a northbound right-turn lane on Mt Holly Huntersville Road with 100 feet of storage
- The westbound approach to have a protected stem length of 125 feet

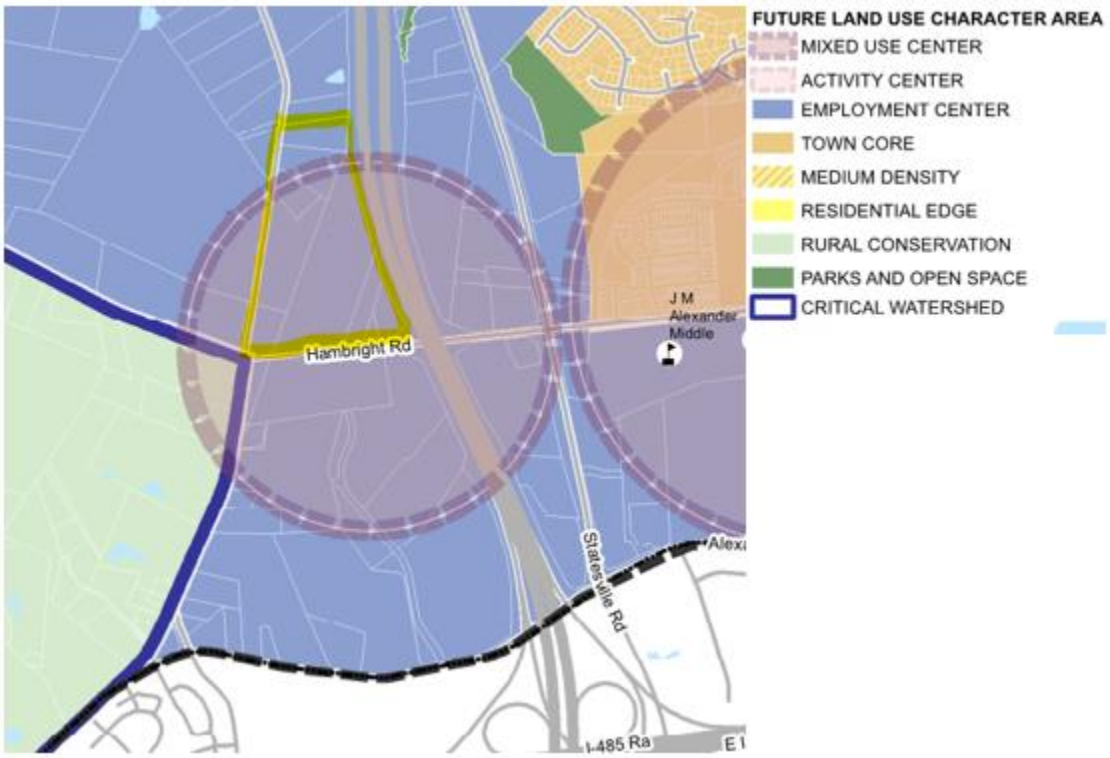
The TIA assumes that some roadway improvements are completed by other developers in addition to the above list of improvements. See attached figure(attachment F).

Has the developer committed to construct the above list of improvements? Has the developer committed to construct the improvements committed to by other developers if they do not complete them prior to this development completing their list of improvements?

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan



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

- LU 1.1: Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans.
  Staff Comment: This site is within a Mixed-Use Center as referenced by the 2040 Huntersville Community Plan. Mixed-Use Centers contain vertical mixed-use along key frontages. New development includes wide sidewalks, buildings are close to the street with high levels of transparency, and parking is in the rear. A mix of housing is allowed, including urban options throughout (apartments, townhomes, cottage homes, etc.). This plan proposes a Mixed-Use center of its own with a pedestrian village with a mix of apartments, services, retail, and office space. A mix of housing is proposed with vertical apartment style homes, walk up apartments, and townhomes.
- LU-2: Encourage residential development that follows the pattern outlined in the future land use map.
  -LU 2.1: Higher intensity residential uses will be focused generally within two miles of the I-77
  Staff Comment: This proposal uses TOD-R and TOD-E standards which call out higher intensity, urban style housing which will be easily accessible to the Future CATS park and ride lot as well as I-77, which is adjacent to the property. Hambright Road includes an Express Lane to I-77 interchange.
- LU 5.1: Allow more intense development only where transportation infrastructure and utilities already exist.
  Staff Comment: Same comment as with LU 2.1. This plan exemplifies this land use recommendation with its proximity to 2 major throughfares, future CATS park and ride, and I-77.
- LU 6.1: A mix of land uses is encouraged in Mixed Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.
  Staff Comment: This plan is within a Mixed Use Center and incorporates retail, employment, service, residential, and other commercial uses.
- LU 7.1: Require all new development to adhere to the following design principles:
  • In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:
  • All buildings shall front a public street or open space.
  • Streets should be connected, have short blocks and sidewalks on both sides of streets.
  • Improve connectivity, particularly for pedestrians and vehicles.
  • Parking lots, if required, should be predominately located behind buildings screened from view and larger lots should be broken by buildings and or landscape features.
  • Accommodate a mix of uses and/or housing types.
  Staff Comment: Staff has worked with the applicant to incorporate these design principles throughout the conditional rezoning process and believe the latest plan generally meets these.
- LU 8.1: Continue to emphasize form and flexibility in development regulations for Mixed-Use Centers.
  • The current zoning ordinance has basic form-based standards with flexibility built-in. Key elements include allowing multiple types of land uses, a mix of uses, minimal setbacks, and parking requirements.
  Staff comment: This proposal has use flexible guidelines from the ordinance including minimizing parking within the TOD-R portion of the development, mixing of land uses, and using design elements to vary setbacks/build to lines.
- LU 8.3: Encourage transit-supportive development. Consider ways to encourage transit-supportive development proximal to future CATS Bus Rapid Transit (BRT) stations.
  Staff Comment: As seen in detail above, this development is possible through the ordinance's allowance of transit oriented development which is encourages development of this kind next to the future CATS park and ride station.
- EV 1.3: Inventory and protect strategic development sites. Allow new commercial or multi-family land uses in Employment Centers only if they are complimentary and do not jeopardize large employment sites' viability.
  Staff Comment: This site is within the Employment Center future land use type but also within a Mixed Use Center. The plan has a good mix of multi-family as well as commercial uses mixed with employment uses, including introducing a TOD-E district.
- T 1.2: Prioritize connecting Mixed-Use Centers to Activity Centers and other destinations throughout Town with transit.
- T 1.3: Encourage transit-supportive development within Mixed-Use Centers and the Community Core areas to expand existing Express Bus Routes.
  Staff Comment: The plan will include 10-foot side paths along the two existing major throughfares, linking them with internal pedestrian corridors and paths and the CATS Station across Hambright Road.

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

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**
   STAFF COMMENT:
   The proposal is not consistent with the overall existing development as there are smaller scale commercial uses, single-family homes and larger employment center facilities nearby. It does however complement those same employment center facilities by adding housing, retail, and other service uses in the vicinity. This does meet 2040 Future Land Use goals as well.

2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**
   STAFF COMMENT:
   There is no indication this project will have a negative impact on public facilities and or services.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource."**
   STAFF COMMENT:
   Planning staff has no indication that the request will adversely affect known archeological, environmental, historical or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R22-07, Town 1 Mixed Use Center, staff can recommend approval if remaining staff comments and conditions and TIA comments are addressed. The proposal is consistent with the Huntersville 2040 Community Plan policies LU 1.1, 2, 5.1, 6.1, 7.1, 8.1, 8.3, EV 1.3, T1.2, and T1.3.
Conditions for Approval:

1) Modification request #1 for side-yard parking allowed throughout the plan- **Staff recommends** additional screening in the form of extra vegetation and or screening walls in areas where parking lots are seen from the ROW that exceed the amount permitted by the ordinance**. Staff requests** that these areas are called out on the rezoning plan and the screening to be shown per ordinance standards.
2) Modification request #3 to allow for disturbance/grading in the I-77 buffer as long as such disturbance does not encroach more than 30 feet into the buffer while providing a buffer mitigation in accordance with article 7.5 of the zoning ordinance. **Staff requests** that any specimen tree removed from either of the I-77 buffers be mitigated in accordance with the zoning ordinance, even if they are not required to be saved with regards to percentages.
3) Modification Request #4- Reduction of buffer along Mt. Holly Huntersville Rd to 60 feet from 80 feet for SP Zoning for Lots #1 and #2.- **Staff recommends** approval if the open storage area is screened appropriately with landscaping material/screening wall/fence that meets the provisions of the ordinance and the plan is revised to show an actual 60 foot buffer (41 foot approximate shown on the plans).
4) Modification Request for SP portion of building W2 (not requested on the plans but needed)- modification would allow the full 80-foot buffer be removed even though the building does not have full street frontage but will address article 4 for architecture for the section of the building that Public Road A does front. **Staff can** recommend this request with good building design. Since only a portion of the building will address the street, staff requests a typical architectural schematic of that frontage.
5) Staff recommends adding a stub street for the potential redevelopment of parcel 01721110 for future access since access would not likely be considered on Hambright Road.

It is reasonable and in the public interest to rezone the approximate 69.41 acres described herein as it is consistent with the envisioned use and development patterns set forth in the 2040 Community Plan. The proposed rezoning plans meet the intent of the four districts requested and applicable provisions of the zoning ordinance and together as one development plan in a cohesive manner.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for May 1, 2023

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board Meeting is scheduled for May 23, 2023.

PART 8: TOWN BOARD RECOMMENDATION

Town Board Meeting is scheduled for June 20, 2023.

PART 9: ATTACHMENTS

A – Rezoning Application
B – Proposed CD Rezoning Plan
C- Architectural Schematics
D – Charlotte Willingness to serve letter
E – Neighborhood Meeting Report (8-30-22)
F- TIA Recommended Laneage Figure

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

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R22-07, Town 1 Mixed Use Center, staff recommends approval if remaining staff comments/conditions and TIA comments are addressed. The proposal is consistent with the Huntersville 2040 Community Plan policies LU 1.1, 2, 5.1, 6.1, 7.1, 8.1, 8.3, EV 1.3, T1.2, and T1.3. **It is reasonable and in the public interest to rezone the approximate 69.41 acres described herein as it is consistent with the envisioned use and development patterns set forth in the 2040 Community Plan. The proposed rezoning plans meet the intent of the four districts requested and applicable provisions of the zoning ordinance and together as one development plan in a cohesive manner.**	APPROVAL:	APPROVAL:
	DENIAL:	DENIAL:

General Application

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

1. Application Type

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

☐ Change of Use	SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance
☐ Commercial Site Plan	☑ Sketch Plan
☒ Conditional Rezoning	☐ Preliminary Plan
☐ General Rezoning	☐ Final Plat (Includes Minor Subdivision)
☐ Master Signage Program	☐ Exempt Subdivision
☐ Special Use Permit	☐ Final Plat Revision
☐ Revision to Original Project # _____	☐ Farmhouse Cluster
☐ Other _____	

2. Project Data

Date of Application 11/17/22

Name of Project TOWN 1 - Mixed Use Center Phase # (if subdivision) _____

Project Address 11101 Hambright Rd. Huntersville, NC 28078

Parcel Identification Number(s) (PIN) See Attached

Current Zoning District CB and SP(CD) Proposed District (for rezoning only) TOD-R(CD), HC(CD), SP(CD)

Property Size (acres) 69.41 acres Street Frontage (feet) 4045 ft. - Hambright/Mt Holly
2630 ft. - Interstate 77

Current Land Use Residential/Commercial

Proposed Land Use(s) Mixed Use

Is the project within Huntersville's corporate limits?
Yes X No_____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

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

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name Treenail Development, Inc. Phone 7046994565

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

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

Signature _____ Printed Name: Benjaman L. Geisler

Title President Email ben@treenailnc.com

Address of Applicant 428 South Main Street, Suite B 101, Davidson, NC 28036

7. Property Owner (if different than applicant)

*Printed Name See Attached Phone _____

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

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

Signature _____ Printed Name _____

Title _____ Email _____

Address of Property Owner _____

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

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

8. Development/Design Firm Contact Information

Treenail Development	Ben Geisler	7046994565	ben@treenailnc.com
Development Firm	Name of Contact	Phone	Email
Woodbine Design	Peyton Woody	7043158367	pwoody@woodbinedesign.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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

Parcel ID Numbers

Parcel Number	Owner
01721101 & 01721102	John W. Dellinger
01721103	Joyce McKinney Keller Revocable Trust
01721104	Catawba Properties Investments, LLC
01721105	Hambright Partners, LLC
01721106	Clutch Investments of North Carolina LLC
01721107	SB Land LLC
01721108	VR Property Development, LLC
01721109	John W. Benjamin & Elaine S. Benjamin

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 22nd day of November, 2022, by John W. Dellinger ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the TOWN 1 – Mixed Use Center filed, or to be filed, by Treenail Development, Inc. ("Applicant") in connection with the properties identified as Parcel Numbers 01721101 and 01721102 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desires to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of himself and his successors and assigns, hereby join in and consent to the Application.

2. **Ratification.** The Owner does hereby further, on behalf of himself, his heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.

3. **Modification**. Owner does hereby further agree, on behalf of himself, and his successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.

4. **Governing Law**. This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.

5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

John W Dellinger

Printed Name: John W. Dellinger
Address: 5226 Drake Cove Rd., Huntersville, NC 28078

Date: 11/22/2022

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 29th day of November, 2022, by Catawba Property Investments, LLC, a North Carolina limited liability company ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the TOWN 1 - Mixed Use Center filed, or to be filed, by Treenail Development, Inc. ("Applicant") in connection with the property identified as Parcel Number 01721104 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desires to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of himself and his successors and assigns, hereby join in and consent to the Application.

2. **Ratification.** The Owner does hereby further, on behalf of himself, his heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.

3. **Modification**. Owner does hereby further agree, on behalf of himself, and his successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.

4. **Governing Law**. This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.

5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

CATAWBA PROPERTY INVESTMENTS, LLC,
a North Carolina limited liability company

Joseph T. Logano, Manager

Address: 14316 Reese Blvd. W., B-15, Huntersville, NC 28078

Date: 11/29/22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 29 day of November, 2022, by Hambright Partners, LLC, a North Carolina limited liability company ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the TOWN 1 - Mixed Use Center filed, or to be filed, by Treenail Development, Inc. ("Applicant") in connection with the property identified as Parcel Number 01721105 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desires to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of itself and its successors and assigns, hereby join in and consent to the Application.

2. **Ratification.** The Owner does hereby further, on behalf of itself, its heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.

3. **Modification**. Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.

4. **Governing Law**. This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.

5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

HAMBRIGHT PARTNERS, LLC,
a North Carolina limited liability company

_____
Ben Geisler, Manager

Address: 428 S. Main Street, Suite B-101, Davidson, NC 28036

Date: 11.29.22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 29th day of November, 2022, by Clutch Investments of North Carolina, LLC, a North Carolina limited liability company ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the TOWN 1 – Mixed Use Center filed, or to be filed, by Treenail Development, Inc. ("Applicant") in connection with the property identified as Parcel Number 01721106 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desires to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of itself and its successors and assigns, hereby join in and consent to the Application.

2. **Ratification.** The Owner does hereby further, on behalf of itself, its heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.

3. **Modification**. Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.

4. **Governing Law**. This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.

5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

CLUTCH INVESTMENTS OF NORTH CAROLINA, LLC,
a North Carolina limited liability company

Joseph T. Logano, Manager

Address: 14316 Reese Blvd. W., B-15, Huntersville, NC 28078

Date: 11/29/22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 29th day of November, 2022, by SB Land, LLC, a North Carolina limited liability company ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the TOWN 1 - Mixed Use Center filed, or to be filed, by Treenail Development, Inc. ("Applicant") in connection with the property identified as Parcel Number 01721107 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desires to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of itself and its successors and assigns, hereby join in and consent to the Application.

2. **Ratification.** The Owner does hereby further, on behalf of itself, its heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.

3. **Modification**. Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.

4. **Governing Law**. This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.

5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

SB LAND, LLC,
a North Carolina limited liability company

Joseph T. Logano, Manager

Address: 14316 Reese Blvd. W., B-15, Huntersville, NC 28078

Date: 11/29/22

dotloop signature verification: dtlp.us/djwl-QUUw-8nLm

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 29 day of November, 2022, by VR Property Development, LLC, a North Carolina limited liability company ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the TOWN 1 - Mixed Use Center filed, or to be filed, by Treenail Development, Inc. ("Applicant") in connection with the property identified as Parcel Number 01721108 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desires to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of itself and its successors and assigns, hereby join in and consent to the Application.

2. **Ratification.** The Owner does hereby further, on behalf of itself, its heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.

3. **Modification**. Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.

4. **Governing Law**. This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.

5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

dotloop signature verification: dtlp.us/djwi-QUUw-8nLm

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

VR PROPERTY DEVELOPMENT, LLC,
a North Carolina limited liability company

Sheldon Rhyne

dotloop verified
11/29/22 11:21 AM EST
LJJW-JWWB-PBCO-3AXI

Sheldon Todd Rhyne, Manager

Address: 3101 Valentine Lane, Charlotte, NC 28270

Date: 11/29/2022

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 29 day of November, 2022, by John W. Benjamin and Elaine S. Benjamin ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the TOWN 1 – Mixed Use Center filed, or to be filed, by Treenail Development, Inc. ("Applicant") in connection with the property identified as Parcel Number 01721109 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.

2. **Ratification.** The Owner does hereby further, on behalf of themselves, and their successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.

3. **Modification**. Owner does hereby further agree, on behalf of themselves, and their successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.

4. **Governing Law**. This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.

5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

11/29/22

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

John Benjamin

Printed Name: John W. Benjamin
Address: 720 Foster Rd., Cleveland, NC 27103

Date: 11/29/22

Elaine Benjamin

Printed Name: Elaine S. Benjamin
Address: 720 Foster Rd., Cleveland, NC 27103

Date: 11/29/22

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK

23 E 12

MECKLENBURG COUNTY
FILED #40
JAN 03 2023
AT _____ O'CLOCK _____ M
BY _____ CLERK OF SUPERIOR COURT

COUNTY OF MECKLENBURG

In the Matter of the Estate of

Joyce M. Keller,

Incompetent Person.

CONSENT ORDER

THIS MATTER is before the Court on the duly filed Petition of R. Michael Allen, as Guardian of the Estate of Joyce M. Keller (the "Petition"). Based upon the Petition, the record herein, and agreement between the parties hereto, this Court makes the following FINDINGS OF FACT and CONCLUSIONS OF LAW:

1. The Petitioner was appointed by order of this Court dated the 24th day of February, 2022.

2. On the 27th day of May, 2005, Joyce McKinney Keller executed a revocable declaration of trust (the "Trust"), a copy of which was attached to the Petition as Exhibit A.

3. The Trust currently owns that certain real property more commonly known as 11620 Mt. Holly-Huntersville Road, Huntersville, North Carolina (currently having Mecklenburg County PIN: 01721103).

4. In accordance with the provisions of Article I and Article IX of the Trust, the successor Trustees designated in the event of Ms. Keller's incapacity are her daughter, Susan K. Allison, and her grandson, Robert James Henderson, IV.

5. Susan K. Allison predeceased Ms. Keller.

6. Robert James Henderson, IV resigned as Trustee effective the 30th day of November, 2022. A copy of such resignation was attached to the Petition as Exhibit B.

7. In accordance with the provisions of Article XVI of the Trust, Ms. Keller reserved the right to appoint a successor Trustee.

8. In accordance with the provisions of Article V of the Trust, Ms. Keller reserved the right to amend the Trust.

9. The Petitioner is seeking this Court's approval to appoint Louise S. Stokes to serve as successor or substitute Trustee to serve without bond.

10. Louise S. Stokes is the niece of Ms. Keller.

11. Such appointment is in the best interest of Ms. Keller, is necessary to allow for the continued administration of the Trust, and is otherwise appropriate under N.C. Gen. Stat. §35A-1251(24).

12. This matter is properly before the Court.

13. The "qualified beneficiaries" of the Trust have consented to the relief sought herein.

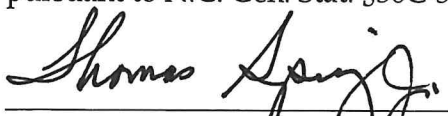
Based upon the foregoing FINDINGS OF FACT and CONCLUSIONS OF LAW, IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Louise S. Stokes shall serve as successor or substitute Trustee to serve without bond.

This the 3 day of January, 2023.

_____
Asst Clerk of Superior Court

CONSENTED:

R. Michael Allen, Esq., Guardian of the Estate
of Joyce M. Keller, o/b/o Joyce M. Keller
pursuant to N.C. Gen. Stat. §36C-3-303(1)



Thomas Spivey, Guardian of the Person of
Joyce M. Keller, o/b/o of Joyce M. Keller
pursuant to N.C. Gen. Stat. §36C-3-303(1)

_____

Robert James Henderson, IV, individually

The North Carolina Agricultural Foundation, Inc. (4-H Development Fund)

By: _____

Erin Delehanty, its Interim Treasurer

CONSENTED:

_____

R. Michael Allen, Esq., Guardian of the Estate
of Joyce M. Keller, o/b/o Joyce M. Keller
pursuant to N.C. Gen. Stat. §36C-3-303(1)

_____

Thomas Spivey, Guardian of the Person of
Joyce M. Keller, o/b/o of Joyce M. Keller
pursuant to N.C. Gen. Stat. §36C-3-303(1)

_____

Robert James Henderson, IV, individually

The North Carolina Agricultural Foundation, Inc. (4-H Development Fund)

By: _____

Erin Delehanty, its Interim Treasurer

CONSENTED:

_____

R. Michael Allen, Esq., Guardian of the Estate
of Joyce M. Keller, o/b/o Joyce M. Keller
pursuant to N.C. Gen. Stat. §36C-3-303(1)

_____

Thomas Spivey, Guardian of the Person of
Joyce M. Keller, o/b/o of Joyce M. Keller
pursuant to N.C. Gen. Stat. §36C-3-303(1)

_____

Robert James Henderson, IV, individually

The North Carolina Agricultural Foundation, Inc. (4-H Development Fund)

By: _____

Erin Delehanty, its Interim Treasurer

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 25th day of January, 2022, by Louise S. Stokes, Trustee of the Joyce McKinney Keller Revocable Trust dated May 27, 2005 ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the TOWN 1 - Mixed Use Center filed, or to be filed, by Treenail Development, Inc. ("Applicant") in connection with the property identified as Parcel Number 01721103 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desires to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of herself and her successors and assigns, hereby join in and consent to the Application.

2. **Ratification.** The Owner does hereby further, on behalf of herself, her heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.

3. **Modification**. Owner does hereby further agree, on behalf of herself, and her successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.

4. **Governing Law**. This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.

5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

DS
LSS

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

JOYCE MCKINNEY KELLER REVOCABLE TRUST
dated May 27, 2005

DocuSigned by:
Louise S. Stokes
10420394 7E404C3...

Louise S. Stokes, Trustee
Address: 2819 Barnard Castle Lane, Matthews, NC 28104

Date: 1/25/2023

Conditional District Rezoning/Sketch Plan Approval Application

Proposed

TOWN 1 - MIXED USE CENTER

TOWN 1

HAMBRIGHT RD

Applicant / Developer:

TREENAIL DEVELOPMENT, LLC
428 S. MAIN ST., STE B-101
DAVIDSON, NC 28036

April 11, 2023

Plans Prepared By:

Woodbine Design, P.C.
Land planning & civil engineering
blending nature & man

TREENAIL DEVELOPMENT • 2014 •

DEVELOPMENT NOTES:

REZONING NOTES
Town 1 - Mixed Use Center

1. Rezoning Petition. These rezoning notes comprise the development standards ("Development Standards") associated with the rezoning petition (the "Rezoning Petition") filed by Treenail Development, Inc. ("Petitioner") on December 1, 2022 (the "Filing Date") as Rezoning Petition R-22 - 07 & Sketch Plan (the "Rezoning Plan") for that approximately 69.41 acre tract of land, identified on this Site Plan as Town 1- Mixed Use Center (the "Project") in connection with part of tax parcel numbers 01721101, 01721102, 01721103, 01721104, 01721105, 01721106, 01721107, 01721108, 01721109, 01721110 (the "Property"). The purpose of the Rezoning Petition is to convert the zoning classification of the Property from Corporate Business and Corporate Business (CD) Zoning Districts to TOD-R(CD), TOD-E(CD), HC (CD) and SP (CD) in accordance with the provisions of the Town of Huntersville Zoning Ordinance (the "Ordinance").

2. Development Standards. Development of the Property will be governed by these Development Standards, which are part of the Rezoning Petition, and the applicable provisions of the Ordinance in place on the date of the filing of the Rezoning Plan. Unless the Rezoning Plan establishes a more stringent standard(s), or unless otherwise noted on the Rezoning Plan or in these Development Standards, the regulations established under the Ordinance in place on the date of the filing of the Rezoning Plan govern development of the Property as shown on the Rezoning Plan.

3. Schematic Nature of Rezoning Plan. The lots, proposed improvements and urban open space shown on the Rezoning Plan are schematic in nature and exact locations, architectural style and materials, size, number or quantity and configurations of lots and buildings, including first floor area and height, may be modified during design, engineering and construction phases of the development so long as such modification is within the parameters of the approved traffic impact analysis and permitted uses set forth herein. Multiple buildings may be combined as long as the resulting building complies with the Ordinance standards. The exact alignments of the internal drives and internal public streets have not been determined and are subject to final design and engineering plans, and minor modifications or alterations of these alignments may take place during design development and construction phases.

4. Phasing. The development of the Property as generally depicted on the Rezoning Plan may be phased, as determined during the course of construction. Any proposed phasing must align with TIA, infrastructure, parking, tree save, open space and stormwater requirements for that phase; provided, however, any mitigation required by NCDOT will be coordinated with NCDOT and each phase or sequence of improvements in the Project will meet all Ordinance requirements.

5. Vested Rights. This Rezoning Plan is a site-specific development plan and approval thereof constitutes vested rights in the Rezoning Plan pursuant to the provisions of the Ordinance. Notwithstanding any other provisions of these Development Standards, if, at some point, modifications are made to the Ordinance by the Town Board, Petitioner may voluntarily agree to apply such modifications to the Rezoning Plan in a manner consistent with the Ordinance as it changes from time to time, and without pursuing a rezoning. Such modifications to the Ordinance shall in no way impact the Petitioner's vested rights. Due to the size of the Project, phasing, and level of investment, approval of this conditional rezoning shall constitute establishment of vested rights in the landowner (and its successors or assigns) for a period of five years as permitted by N.C. Gen. Stat. § 160D-108.1

6. Permitted Uses. The Property may be developed for any uses (including accessory uses) permitted in the TOD-R, TOD-E, HC and SP Zoning Districts, in the areas designated for such conditional zoning districts on the Rezoning Plan, including multi-family residential, attached residential, retirement community, commercial uses, and indoor/outdoor storage (SP(CD) only), subject to the development standards associated with such uses. Any labelling or tables shown on the Rezoning Plan may be an indication of the current intention on the part of Petitioner but shall not restrict the Property in a manner that conflicts with the provisions of these Development Notes. Drive-up and walk-up automated teller machines are specifically permitted so long as they meet the design requirements of the Ordinance.

7. Access. The number of site access points, driveways and connections to roads are schematic in nature. To the extent permitted by applicable driveway permit requirements, future driveways, access points and road connections may cross the setback and shall not require a rezoning of the Property but shall otherwise comply with applicable driveway permit requirements. Cross access and parking easements shall be granted as needed to provide access over shared driveways and rights to shared parking. Required parking may be calculated across multiple lots as long as reasonable access is provided. As shown on the Rezoning Plan, Building C4 fronts a plaza to the east of the building; however, frontage may be modified to address urban open space on the north side of the building to permit multiple tenants or users.

8. Subdivision. The Property is one development and may be subdivided without a rezoning to allow separate owners of individual parcels so long as such subdivision is in compliance with applicable law including subdivision regulations. However, recombination, condominiumization, or reduction in the number of parcels may occur in accordance with the regulations of the Ordinance. Pursuant to Note #4 of these development standards, requirements that are met by the Project as a whole, such as open space, tree save and impervious requirements, need not be met by individual parcels.

9. Street Improvements. Petitioner shall be required to install sidewalks, street trees, planting strips, bicycle lanes or other street improvements as a condition of the approval of this Rezoning Plan as specifically shown on the Rezoning Plan and as required by the Zoning Ordinance, Subdivision Ordinance, applicable Huntersville/NCDOT TIA, or driveway permit requirements. Street tree locations are subject to change during the construction plan phase to satisfy the Town's Engineering Standards and Procedures Manual.

10. Landscaping/Buffers. Development of the Property shall comply with the landscaping and buffer requirements of the Ordinance. Landscape easements shall be provided for street trees as required by the Ordinance. Buffer impacts/mitigation shall be permitted through the appropriate state or federal agency acting pursuant to Sections 401 or 404 of the federal Clean Water Act.

11. Amendment. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner of owners of the Property in accordance with the provisions of the Ordinance; provided, however, in the event any portion of the Property is conveyed to a third party, Petitioner may request an amendment to the Rezoning Plan without the written consent of any other owner of all or any portion of the Property unless such amendment constitutes a change in the building or use of the portion of the Property owned by such owner, provided Petitioner provides for such amendment right in the recorded private restrictive covenants that govern the Project. All requirements in connection with the amendment will be calculated on the Property as a whole in the same manner such requirements were calculated at the time of the initial approval. This note shall be shown on the final plat when recorded.

12. BMP Design. The designs for the BMPs shown on the Rezoning Plan shall be finalized during the construction phase and shall be completed as a part of the infrastructure improvements. Although not required by the Ordinance, Petitioner shall use commercially reasonable efforts to evaluate and consider maintenance of the pre-developed rates for the 25 year storm event.

13. Binding Effect of the Rezoning Documents and Definitions. If this Rezoning Application is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Petitioner and the current and subsequent owners of the Property and their respective successors in interest and assigns. Throughout these Development Standards, the term "Petitioner" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Petitioner or the owner or owners of the Property from time to time who may be involved in any future development thereof.

14. Future Transit Station. The location for the future transit station is identified on the Rezoning Plan as the "Future Park & Ride Location." The final design, layout, and exact location of the Future Park & Ride Location has not been determined, and the final configuration may have an impact on the Project. The approximate layout and configurations of lots and buildings and alignments of streets and drives may be modified during design, engineering and construction phases of the development to accommodate the Future Park & Ride Location as permitted by CATS and as agreed to by the Petitioner and the Town.

15. Elevations. The elevations are submitted as examples only, and do not represent actual elevations for this Project. Staff may approve elevations submitted during construction that are generally consistent with the renderings included with the Rezoning Plan.

16. Approval. Approval of this Sketch / Concept Plan does not Imply or Guarantee Approval And/Or Vesting Of The Final Preliminary / Construction Plan Will Be Reviewed For Compliance Per All Town, County And State Regulations In Effect At Time Of Submittal.

17. Affordable Housing. Affordable housing units shall be provided among the residential units included on Lot #14; therefore, massing requirements pursuant to the Ordinance shall not be applicable to the buildings located on Lot #14. Pursuant to and in compliance with the requirements of N.C.G.S. 160D-703(B1) and Section 3.2.13(D)(2)of the Town of Huntersville Zoning Ordinance, the development shall at all times, subject to the next sentence, contain at least two floating affordable housing units that will be available to households earning less than 80% of the area median income as published by HUD for the Charlotte-Concord-Gastonia NC-SC HUD Metro FMR Area. The massing provisions of 3.2.13(D)(2)b and Article 4.8 shall not apply to the buildings located on Lot #14 once the buildings on the adjacent property to the East are removed or redeveloped, at which time the requirement to contain at least two floating affordable housing units shall terminate.

18. Master Signage Program. Petitioner elects to apply for approval pursuant to the Master Signage Program Pursuant to Section 10.11 of the Ordinance.

19. FAR Requirements and First Floor Area. Development in the TOD-R and TOD-E portions of the Project shall comply with minimum FAR and first floor area regulations. The purpose of the FAR table on Page C3.1 of the Rezoning Plan is intended to show that this conceptual Rezoning Plan meets the requirements of the Ordinance; however, this Rezoning Plan is conceptual and schematic in nature and the table is not intended to limit or restrict the final development on the Property as long as the requirements of the Ordinance are met, subject to the modifications of this Rezoning Plan.

Modifications to Standards
Pursuant to Section 11.4.7(k) of the Ordinance, the standards of the Ordinance are modified to permit the following:

1. Sideyard parking is permitted as shown on Sheet C3 of the Rezoning Plan.
2. Angled parking is permitted as shown on the Rezoning Plan.
3. Buffer disturbance in the I-77 Buffer for grading so long as such disturbance does not encroach more than 30 feet into the buffer, provided an alternate buffer yard plan is submitted in accordance with Section 7.5.4 of the Ordinance.
4. Buffer may be reduced along Mt. Holly Huntersville Road to 60' as shown on the Rezoning Plan.
5. Buffer may be reduced along Hambright Road as shown the Rezoning Plan.
6. The distance between the cul-de-sac located in Public Road A and the right of way of Mt. Holly Huntersville Road may be increased to 380'.
7. Massing requirements pursuant to the Ordinance are waived for the buildings located on Lot #18.
8. Vertical parking may serve TOD-E and TOD-R portions of the Project and parking may be completed prior to the completion of all of the improvements such parking is intended to serve.

Parcel ID Numbers

Parcel Number	Owner
01721101 & 01721102	John W. Dellinger
01721103	Joyce McKinney Keller Revocable Trust
01721104	Catawba Properties Investments, LLC
01721105	Hambright Partners, LLC
01721106	Clutch Investments of North Carolina LLC
01721107	SB Land LLC
01721108	VR Property Development, LLC
01721109	John W. Benjamin & Elaine S. Benjamin

SEE APPLICATION FOR CONTACT AND ADDRESS INFORMATION

GENERAL NOTES:

ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH ALL ZONING AND SUBDIVISION STANDARDS OF THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, AND NCDOT, AS APPLICABLE.

- THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD.
- ALL AREAS DESIGNATED AS COMMON AND/OR URBAN OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND DEDICATED FOR PERPETUITY.
- ACCESS (INGRESS/EGRESS) LOCATION AND DESIGN SHOWN ON THIS SKETCH PLAN AREA SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS (INCLUDING) RIGHT-OF-WAY) AND INTERSECTION WITH ADJACENT AND OPPOSING ACCESS POINTS. MODIFICATIONS TO PLAN MAY RESULT.
- LARGE MATURING TREES WILL BE PLANTED 40' O/C WITHIN THE REQUIRED PLANTING STRIP ALONG ALL STREETS. IF APPLICABLE, ADD THE FOLLOWING: WITH THE EXCEPTION OF RURAL PARKWAYS WHERE EXISTING TREES CAN SATISFY THE STREET TREE REQUIREMENT.
- SMALL MATURING TREES ARE TO BE USED WHERE OVERHEAD POWER LINES EXIST.
- MAIL DELIVERY SHALL OCCUR AT THE CLUBHOUSE FOR THE MULTI-FAMILY UNITS IN USPS APPROVED CLUSTER BOX, COMMERCIAL BUILDINGS SHALL HAVE A PO BOX OR INSIDE DELIVERY AT THE BUILDING.
- DUMPSTER LOCATIONS HAVE BEEN SHOWN THROUGHOUT THE SITE.
- BUILD-TO LINE. A LINE EXTENDING THROUGH A LOT WHICH IS GENERALLY PARALLEL TO THE FRONT PROPERTY LINE AND MARKS THE LOCATION FROM WHICH THE PRINCIPLE VERTICAL PLANE OF THE FRONT BUILDING ELEVATION, EXCLUSIVE OF PORCHES, BAY WINDOWS AND SIMILAR APPURTENANCES, MUST BE ERECTED; INTENDED TO CREATE AN EVEN BUILDING FAÇADE LINE ON A STREET. THE BUILD-TO LINE IS ESTABLISHED ON THE RECORD PLAT (FINAL PLAT).
- DIRECT ACCESS FROM LOTS TO A THOROUGHFARE IS PROHIBITED.
- SPEED LIMITS SHALL BE POSTED AT 20-MPH, 110-FT MIN CENTERLINE RADII

REQUIRED NCDOT & TOWN ROAD IMPROVEMENTS

A TIA MITIGATION PLAN IS REQUIRED PURSUANT TO NCDOT REVIEW & APPROVAL.

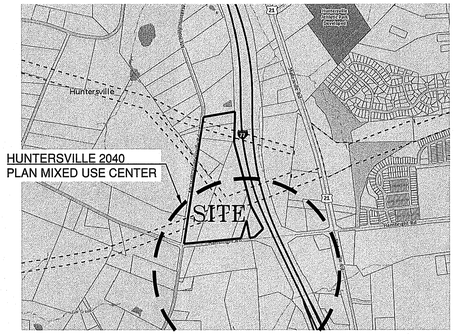
LEGEND

PROPOSED
- 795 — 5' CONTOURS
- 797 — 1' CONTOURS
- SS — SANITARY SEWER
- STORM SEWER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- GRATE INLET
- SPOT ELEVATION

EXISTING
- 795 — 5' CONTOURS
- 796 — 1' CONTOURS
- STORM SEWER
- SS — SANITARY SEWER
- W — WATER LINE
- STORM SEWER MANHOLE (MH)
- CURB INLET (CI)
- GRATE INLET/YARD INLET (GI/YI)

SITE LEGEND

- PROPOSED CURB & GUTTER
- REVERSED PITCH CURB & GUTTER
- PROPERTY LINE
- LOT LINES
- DECORATIVE FENCING
- PAVEMENT STRIPING
- PAVEMENT
- CONCRETE
- TRAFFIC FLOW
- PARKING BAY COUNT — 23
- SPOT ELEVATION
- HANDICAP RAMP — HC



VICINITY MAP n.t.s.

EPM# 444291

FIRE MARSHAL

FIRE MARSHAL'S OFFICE
ALL ITEMS ON THE CHECKLIST BELOW MUST BE MET FOR LAND DEVELOPMENT APPROVAL

The Mecklenburg County Fire Marshal's Office reviews land development drawings that are submitted thru the land development review process for the incorporated towns and their extra territorial jurisdiction (ETJ) areas. All land development drawings are reviewed for the following code requirements in the sketch and construction submittals:

- Road Width – Minimum 20 feet or per North Carolina Department of Transportation (NCDOT).
- Fire Apparatus Turning Radius – 30 feet inner, 42 feet outer.
  - Templates SB-30 (Engines) and B-40 (Ladder Trucks) are used and all drawings shall be scaled no smaller than 1:60.
- Water Utilities – Water lines and/or fire hydrant locations.
  - Fire hydrants required within 400 feet of any new structure. Exception: R3 and U occupancies or when the structure has an approved sprinkler system distant requirement shall be 600 feet.
  - Fire Department Connection (FDC) required within 200' for NFPA13/13R sprinkler systems and 100' for standpipes systems.
- Dead-End Roads – Maximum length of any dead-end road shall be 150 feet without an approved fire apparatus turn around
- Road Surfaces – All roads/commercial driveways for fire apparatus access shall be capable to support the imposed load of an 80,000-pounds.
- Secondary Access – Development of one-or two- family dwellings where the number of dwelling units exceed 100 and commercial structures 62,000sqft (no sprinklers) and 124,000sqft (with sprinklers) shall be provided with separate and approved remote fire apparatus access road.

Survey By:

CAROLINA GEOMATICS, PLLC
CHEVIS KING
980-329-3382
CKING@CAROLINAGEOMATICS.COM

SHEET LEGEND

C1 COVER SHEET
C2 COLOR CONCEPT PLAN
C3 B/W CONCEPT PLAN
C3.1 BUILDING TYPE & F.A.R. TABLE
C4 CONCEPT PLAN W/ TOPO
C5 LANDSCAPE PLAN/ FRONTAGE IMPROVEMENT
C5.1 UTILITY PLAN - CONCEPTUAL
C5.2 GRADING / STORMDRAIN / SCM - CONCEPTUAL
C6 LOT LAYOUT, DENSITY, BLOCK LENGTH
C7 CONNECTIVITY / PEDESTRIAN PLAN / TURN TEMPLATES & BLOCK LENGTH
C8 ZONING MAP
C9 STREET CROSS SECTIONS
C9.1 STANDARD DETAILS
C10 BUILDING TYPES - SHOP FRONT & HIGHWAY COMMERCIAL
C10.1 BUILDING TYPES - URBAN WORKPLACE & APARTMENT
C11 TREE SAVE PLAN
C11.1 TREE OVERLAY
C12 SLOPE ANALYSIS
ATTACHED TREE & BOUNDARY SURVEY

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

PLOTTED: 4/11/2023
Z:\21037 - HAMBRIGHT ROAD
COMMERCIAL_CAD\05A-BASE-HAMBRIGHT-4-3-23.DWG

Woodbine Design, P.C.
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pwesely@woodbinedesign.com

NORTH CAROLINA PROFESSIONAL SEAL 030282 ENGINEER JOE BURGESS
PRELIMINARY NOT FOR CONSTRUCTION

SEAL

WOODBINE DESIGN GROUP, PA NORTH CAROLINA SEAL NO: C-4063

NORTH ARROW

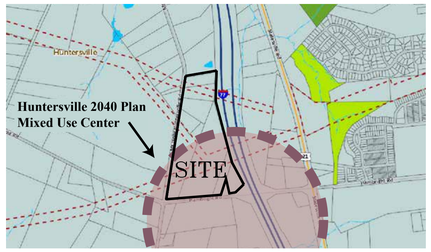
Project: TOWN 1- MIXED USE DEVELOPMENT
Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title: COVER SHEET

DEVELOPER/OWNER
TREENAIL DEVELOPMENT
428 S. MAIN ST., STE B-101
DAVIDSON, NC 28036

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

Sheet: C1 of 12
Project Number: 21037

VICINITY MAP n.t.s.



TOWN 1

Huntersville NORTH CAROLINA

MECKLENBURG COUNTY NORTH CAROLINA

TREENAIL DEVELOPMENT • 2014 •

SITE LEGEND

- PEDESTRIAN COORIDOR
- WOODED AREA
- DESIGNATED PARK
- GRASSY AREA
- PATH / MULTI-USE PATH
- SIDEWALK
- STREET/PARKING
- PUBLIC ROAD
- PEDESTRIAN PASSAGEWAY
- WALK-UP MULTI-FAMILY
- URBAN MULTI-FAMILY
- CLASS-A OFFICE
- COMMERCIAL / INDUSTRIAL
- WAREHOUSE
- MIXED USE
- STRUCTURED MULTI-FAMILY
- TOWNHOME MULTI-FAMILY

THIS SHEET IS FOR ILLUSTRATIVE PURPOSES ONLY. PLEASE SEE SHEET C3 FOR FULL PLAN DETAILS.

Woodbine Design, P.C.
Land planning & civil engineering
blending form & function
www.woodbinedesign.com 980.722.2669 20816 N. Main Street, Suite 204
info@woodbinedesign.com 704.315.8367 Cornelius, NC 28031
pwoody@woodbinedesign.com

PRELIMINARY

SEAL

SEAL NO. C-4063

NORTH ARROW

0 50 100 200

Graphic Scale 1" = 100 ft.

Project: TOWN 1 MIXED USE CENTER

Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078

Sheet Title: CONCEPT PLAN

DEVELOPER/OWNER

TREENAIL DEVELOPMENT

Designed By	WOODBINE
Drawn By	WOODBINE
Date	04-11-2023
Revisions	

Sheet: C2 Of 12

Project Number: 21037

MODIFICATIONS

Modifications to Standards
Pursuant to Section 11.4.7(k) of the Ordinance, the standards of the Ordinance are modified to permit the following:

1. Sideyard parking is permitted as shown on Sheet C3 of the Rezoning Plan.
2. Angled parking is permitted as shown on the Rezoning Plan.
3. Buffer disturbance in the I-77 Buffer for grading so long as such disturbance does not encroach more than 30 feet into the buffer, provided an alternate buffer yard plan is submitted in accordance with Section 7.5.4 of the Ordinance.
4. Buffer may be reduced along Mt. Holly Huntersville Road to 60' as shown on the Rezoning Plan.
5. Buffer may be reduced along Hambright Road as shown the Rezoning Plan.
6. The distance between the cul-de-sac located in Public Road A and the right of way of Mt. Holly Huntersville Road may be increased to 380'.
7. Massing requirements pursuant to the Ordinance are waived for the buildings located on Lot #18.
8. Vertical parking may serve TOD-E and TOD-R portions of the Project and parking may be completed prior to the completion of all of the improvements such parking is intended to serve.

URBAN OPEN SPACE

TYPE OF URBAN OPEN SPACE	SIZE OF U.O.S.	PARKING SPACES
PP1–PEDESTRIAN PASSAGEWAY @ U1	180–FT	0 PARKING IS PROVIDED THROUGHOUT THE DEVELOPMENT FOR ALL U.O.S.
P1–PLAZA @ U5	2300–SF	0
P2–PLAZA @ A1	4000–SF	0
P3–PLAZA @ R9 & R10	5000–SF	0
P4–PLAZA @ C4	2000–SF	0
P5–PLAZA @ M1	2000–SF	0
P6–PLAZA @ R11	4400–SF	0
P7–PLAZA @ R28	2400–SF	0
GREEN–1	10000–SF	0
GREEN–2	10000–SF	0
GREEN–3	20000–SF	0

PARK SIZE = NO MIN. FOR MINI PARKS (LINEAR)
PLAZA SIZE = 2,000–SF, 30,000–SF MAX.
PEDESTRIAN PASSAGEWAY = NO SIZE REQUIREMENT
GREEN SIZE = NO SIZE REQUIREMENTS

SIZE OF URBAN OPEN SPACE SUBJECT TO CHANGE, HOWEVER MIN./MAX. SIZE REQUIREMENTS SHALL BE MET PER ORDINANCE.

SITE LEGEND

- PROPOSED CURB & GUTTER
- REVERSED PITCH CURB & GUTTER
- PROPERTY LINE
- LOT LINES
- DECORATIVE FENCING
- PAVEMENT STRIPING
- PAVEMENT
- CONCRETE
- TRAFFIC FLOW
- PARKING BAY COUNT (23)
- SPOT ELEVATION
- HANDICAP RAMP (HC)

PATH LEGEND

- 4' NATURAL TRAIL MULCH/GRAVEL(OPTIONAL)
- 8' PEDESTRIAN CORRIDOR PAVED/CONCRETE
- 10' MULTI–USE PATH PAVED/CONCRETE
- 5' PEDESTRIAN PATH PAVED/CONCRETE
- 8' PEDESTRIAN PATH PAVED/CONCRETE

MAIL NOTE:
USPS APPROVED CLUSTER BOXES SHALL BE PROVIDED AT THE R1, T1 & M1. OFFICE AND COMMERCIAL USES SHALL HAVE POST OFFICE BOXES OR DELIVERY INSIDE EACH BUILDING. APPROVAL OF MAIL DELIVERY SHALL BE COORDINATED WITH POSTAL SERVICE

SEE SHEET C9 FOR STREET CROSS SECTIONS

PARKING DATA

PARKING REQUIREMENTS PER	TOWN OF HUNTERSVILLE
PARKING RESIDENTIAL (TOD-R) - MIN REQUIRED	1 SPACE PER UNIT x 747 - UNITS = 747 - SPACES
PARKING RESIDENTIAL (TOD-R) - MAX ALLOWED	2 SPACES PER UNIT x 747 - UNITS = 1494 - SPACES
PARKING RESIDENTIAL (TOD-R) - PROVIDED	1257 - SPACES
PARKING OFFICE (TOD-E) - MIN REQUIRED	1 SPACE PER 1,000 - SF x 126,000 = 126 - SPACES
PARKING OFFICE (TOD-E) - MAX ALLOWED	1 SPACE PER 500 - SF x 126,000 = 252 - SPACES
PARKING OFFICE (TOD-E) - PROVIDED	252 - SPACES
PARKING COMMERCIAL (TOD-E) - MIN REQUIRED	1 SPACE PER 1,000 - SF x 53,000 = 53 - SPACES
PARKING COMMERCIAL (TOD-E) - MAX ALLOWED	1 SPACE PER 500 - SF x 53,000 = 106 - SPACES
PARKING COMMERCIAL (TOD-E) - PROVIDED	80 - SPACES
PARKING COMMERCIAL (HC) - MIN REQUIRED	1 SPACE PER 500 - SF x 43,500 = 87 - SPACES
PARKING COMMERCIAL (HC) - MAX ALLOWED	N/A
PARKING COMMERCIAL (HC) - PROVIDED	227 - SPACES
PARKING WAREHOUSE (SP) - MIN REQUIRED	.25 SPACE PER 1000 - SF x 172,000 = 43 - SPACES
PARKING WAREHOUSE (SP) - MAX ALLOWED	N/A
PARKING WAREHOUSE (SP) - PROVIDED	55 - SPACES
TOTAL PARKING - MIN REQUIRED	1056 - SPACES
TOTAL PARKING - PROVIDED	1871 - SPACES

SIDE YARD PARKING: UPT TO 45% SIDEYARD PARKING ALLOWED IN HC

MODIFICATION REQUIRED FOR SIDEYWARD PARKING IN TOD-R & TOD-E

TRASH NOTES

TRASH COLLECTION SHALL BE PRIVATE. TRASH PICKUP WILL CONSIST OF ONSITE DUMPSTERS OR A PRIVATE COMPANY WILL COLLECT THE TRASH WITHIN THE BUILDING AND DISPOSE OFFSITE AT A PERMITTED FACILITY –RESIDENTIAL USES MAY BE SERVED BY TRASH COMPACTOR AND/OR TRASH SERVICE

BUFFER & SCREENING

1) 50–FT ALONG HWY–77
2) 10–FT ALONG RESIDENTIAL AT BLDG U1 & A1
3) 60–FT ALONG MT HOLLY HUNTERSVILLE RD AT BLDG W1 & S1 (MODIFICATION)

SCREENING REQUIREMENTS:
ALL LOADING, PARKING, DUMPSTERS & ABOVE GROUND UTILITIES SHALL BE SCREENED PER ORDINANCE

IMPERVIOUS AREA DATA

MAX. ALLOWABLE IMPERVIOUS: 70%
PROPOSED IMPERVIOUS: PAVEMENT/CONCRETE=1,183,557–SF BLDG=564,600–SF
TOTAL PROPOSED=1,748,157–SF 56.9% IMPERVIOUS

WATERSHED: MOUNTAIN ISLAND LAKE PA–2

NOTES:
1) THIS SITE SHALL UTILIZE THE HIGH DENSITY OPTION, BMP'S SHALL BE PROVIDED IN COMPLIANCE WITH THE PCO AND HUNTERSVILLE LOW IMPACT DEVELOPMENT REQUIREMENTS BY USING INFILTRATION/ UNDERGROUND DETENTION AND OTHER APPROVED S.C.M.'S.
2) THIS PROJECT DOES NOT LIE WITHIN A REGULATED FLOODWAY
3) SWIM BUFFER IMPACTS MUST BE PERMITTED VIA ARMY CORPS OF ENGINEERS & MECKLENBURG COUNTY STORM WATER
4) IMPERVIOUS IS SHOWN ILLUSTRATIVELY, FINAL NUMBER MAY VARY DURING THE DESIGN & PERMITTING PHASE

Total Acreage	70.54–ACRES
Total Square Feet	3,072,891–SF
Principal Uses(s) (Z.O.Article 3)	MIXED USE
Building Type (Z.O.Article 3, 4 and 8.10)	SEE TABLE ON SHEET C3.1
Zoning District (Z.O. Article 3)	CURRENT=CB, CB(CD) PROPOSED=TOD–R(CD), HC(CD), SP(CD) TOD–E(CD)
Overlay District, if applicable (Article 3 Z.O.)	
Percentage of Impervious Allowed (Article 3 Z.O.)	70%
Percentage of Impervious Shown	56.9% IMPERVIOUS
Lot Count	19 PROPOSED
Total number of dwellings (detached/ attached)	747 MULTI–FAMILY
Mixed-use#/ of live/work units	24 (INCLUDED IN 747 ABOVE)
Total Square Foot of nonresidential	419,300
Lot size range	0.54 – 14.91 ACRES
Number of lots within each range (Use more lines if needed)	N/A
Lot widths range (Z.O.Article 3)	N/A
Number of lots within each width (Use more lines if needed)	N/A

TOWN 1

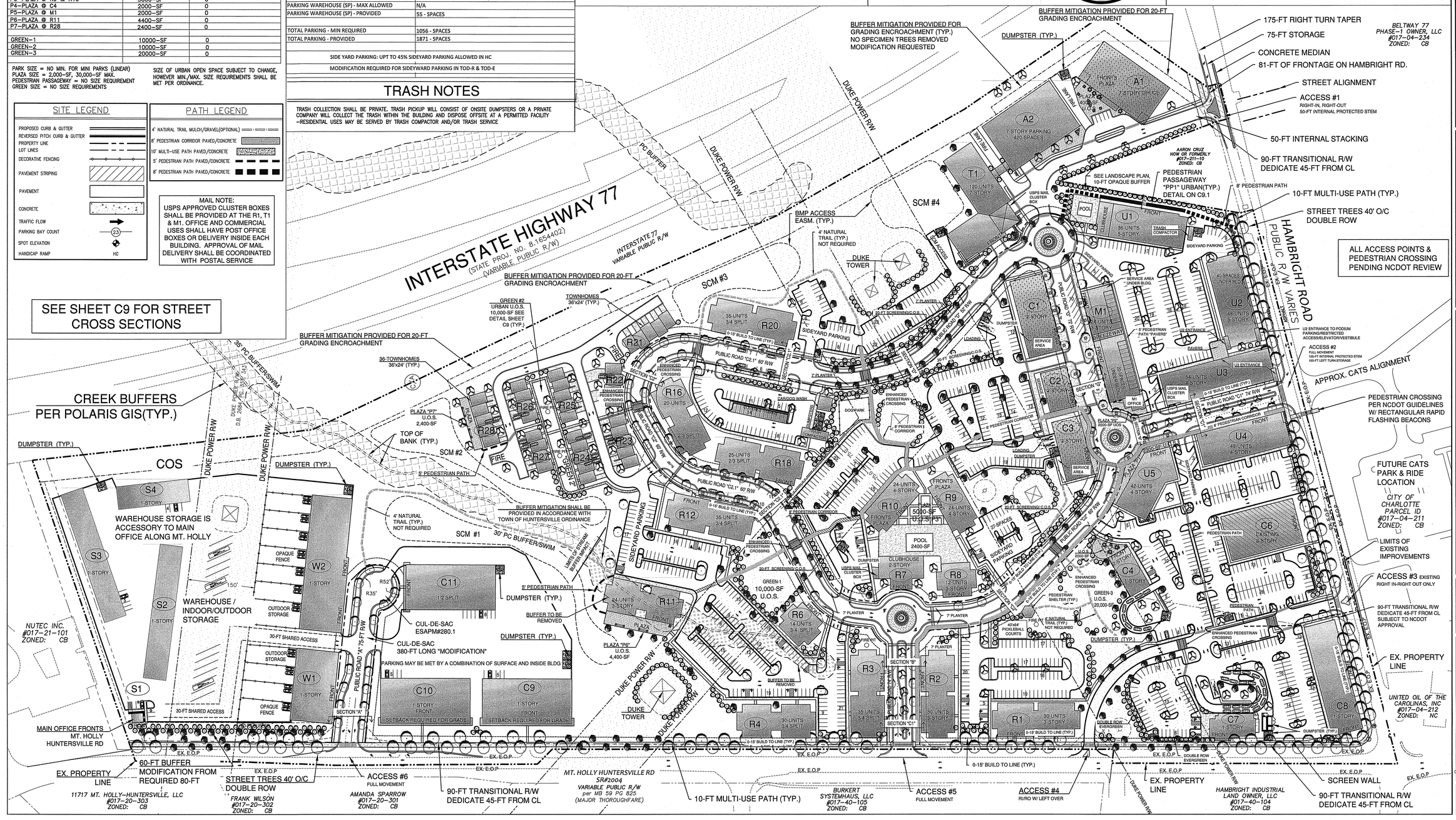
TREENAIL DEVELOPMENT • 2014 •

ZONING DATA

OWNER: HAMBRIGHT PARTNERS PHONE # (704) 699–4565
PLANS PREPARED BY: WOODBINE DESIGN, P.C. PHONE # (980) 722–2669
TAX PARCEL ID: 01721108, 01721110, 01721109, 01721107, 01721106, 01721105, 01721104, 01721103, 01721102, 01721101
ZONING: CURRENT=CB,CB(CD) PROPOSED=TOD–R(CD), HC(CD), SP(CD), TOD–E(CD)
EXISTING USE: RESIDENTIAL/COMMERCIAL
LOT COUNT: 19 PROPOSED

DENSITY: TOD-R DENSITY
NUMBER OF UNITS: SEE SHEET C6
DENSITY: SEE SHEET C6 DUA
BUILD TO LINE: SEE SHEET C3.1

YARD REQUIREMENTS:
SETBACK (FRONT): SEE TABLE FT. SIDE YARD (L): SEE TABLE FT.
CORNER YARD: SEE TABLE FT. SIDE YARD (R): SEE TABLE FT.
REAR YARD: SEE TABLE FT.
SEE TABLE ON SHEET C3.1



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info@woodbinedesign.com 980.722.2669 fax Cornelius, NC 28031
pwoody@woodbinedesign.com 704.315.5357

NORTH CAROLINA PROFESSIONAL SEAL 030351 RICHARD DEE BURGESS JR.
PRELIMINARY NOT FOR CONSTRUCTION
SEAL

WOODBINE DESIGN, P.C. NORTH CAROLINA
SEAL NO: C–4063

NORTH ARROW
Graphic Scale 1" = 100 ft.

Project: TOWN 1 MIXED USE CENTER
Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title: CONCEPT PLAN B/W

DEVELOPER/OWNER
HAMBRIGHT PARTNERS

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

PLOTTED: 4/11/2023
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Sheet: C3 of 12
Project Number: 21037

CONCEPTUAL BUILDING / LOT TABLE

BUILDING #	PROJECT REFERENCE	FOOTPRINT	# FLOORS	TOTAL AREA	# UNITS	ZONING	BUILDING TYPE	HEIGHT RESTRICTIONS	1st FLOOR	LOT TYPE	STANDARD BTL	STANDARD SPECIAL BTL	SIDE SET BACK	USES
A1	CLASS A OFFICE - 1	18,000	7	126,000	0	TOD- E	Urban Workplace	Greater of 7 Stories or 80'	No Min/Max	Workplace	0-15'	>15' + 5' Overhang	0'	All by right Uses. All Uses permitted with Conditions.
A2	CLASS A OFFICE - DECK 1	22,000	7	154,000	0	TOD-E								
T1	STRUCTURED MULTIFAMILY	20,000	7	140,000	0	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	All by right Uses. All Uses permitted with Conditions.
U1	URBAN MULTIFAMILY	14,500	5	72,500	42	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment - Mixed Uses - Shopfront - Workplace	0'-25'	Urban = 0' + 5' Overhang	8'	All by right Uses. All Uses permitted with Conditions.
U2	URBAN MULTIFAMILY	14,500	5	72,500	48	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment - Mixed Uses - Shopfront - Workplace	0'-25'	Urban = 0' + 5' Overhang	8'	All by right Uses. All Uses permitted with Conditions.
U3	URBAN MULTIFAMILY	18,000	4	72,000	60	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment - Mixed Uses - Shopfront - Workplace	0'-25'	Urban = 0' + 5' Overhang	8'	All by right Uses. All Uses permitted with Conditions.
U4	URBAN MULTIFAMILY	14,500	4	58,000	48	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment - Mixed Uses - Shopfront - Workplace	0'-25'	Urban = 0' + 5' Overhang	8'	All by right Uses. All Uses permitted with Conditions.
U5	URBAN MULTIFAMILY	11,500	4	46,000	30	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment - Mixed Uses - Shopfront - Workplace	0'-25'	Urban = 0' + 5' Overhang	8'	All by right Uses. All Uses permitted with Conditions.
M1	MIXED-USE RESIDENTIAL	18,700	3	58,200	30	TOD-R	Shopfront w/ >50% Residential	Max = 13 Stories or 182'	No Min/Max	Shopfront	0-15'	>15' + 5' Overhang	8'	All by right Uses. All Uses permitted with Conditions.
C1	COMMERCIAL-INDUSTRIAL	13,000	2	26,000	0	TOD-E	Highway Commercial-Mixed Use-Shopfront-Workplace	Varies	No Min/Max	Highway Commercial-Mixed Use-Shopfront-Workplace	Varies	Varies	Varies	All by right Uses. All Uses permitted with Conditions.
C2	COMMERCIAL	5,400	2	10,800	0	TOD-E	Highway Commercial-Mixed Use-Shopfront-Workplace	Varies	No Min/Max	Highway Commercial-Mixed Use-Shopfront-Workplace	Varies	Varies	Varies	All by right Uses. All Uses permitted with Conditions.
C3	COMMERCIAL	8,000	2	16,000	0	TOD-E	Highway Commercial-Mixed Use-Shopfront-Workplace	Varies	No Min/Max	Highway Commercial-Mixed Use-Shopfront-Workplace	Varies	Varies	Varies	All by right Uses. All Uses permitted with Conditions.
C4	COMMERCIAL	5,000	1	5,000	0	HC	Apartment-Highway Commercial-Mixed Used-Shopfront-Workplace	Varies	Up to 65k (Major), Up to 15k (Minor)	Varies	Varies	Varies	Varies	All by right Uses. All Uses permitted with Conditions.
C5	COMMERCIAL-INDUSTRIAL	16,000	2	32,000	0	HC	Apartment-Highway Commercial-Mixed Used-Shopfront-Workplace	Varies	Up to 65k (Major), Up to 15k (Minor)	Varies	Varies	Varies	Varies	All by right Uses. All Uses permitted with Conditions.
C7	COMMERCIAL-INDUSTRIAL	6,000	1	6,000	0	HC	Apartment-Highway Commercial-Mixed Used-Shopfront-Workplace	Varies	Up to 65k (Major), Up to 15k (Minor)	Varies	Varies	Varies	Varies	All by right Uses. All Uses permitted with Conditions.
C8	COMMERCIAL-INDUSTRIAL	17,500	1	17,500	0	HC	Apartment-Highway Commercial-Mixed Used-Shopfront-Workplace	Varies	Up to 65k (Major), Up to 15k (Minor)	Varies	Varies	Varies	Varies	All by right Uses. All Uses permitted with Conditions.
C9	COMMERCIAL-INDUSTRIAL	20,000	1	20,000	0	SP	Workplace - Highway Commercial	36' - 45' (plus roof)	No Min/Max	Workplace - Highway Commercial	0-15'	>15' + 5' Overhang	0'	All by right uses excluding abattoirs, agricultural, foundries, lumber mills, outdoor theatre, power generation, railroad. All with conditions excluding house waste, junk yard, transit lots/structures, trucking terminals.
C10	COMMERCIAL-INDUSTRIAL	20,000	1	20,000	0	SP	Workplace - Highway Commercial	36' - 45' (plus roof)	No Min/Max	Workplace - Highway Commercial	0-15'	>15' + 5' Overhang	0'	All by right uses excluding abattoirs, agricultural, foundries, lumber mills, outdoor theatre, power generation, railroad. All with conditions excluding house waste, junk yard, transit lots/structures, trucking terminals.
C11	COMMERCIAL-INDUSTRIAL	20,000	1/2 SPLIT	30,000	0	SP	Workplace - Highway Commercial	36' - 45' (plus roof)	No Min/Max	Workplace - Highway Commercial	0-15'	>15' + 5' Overhang	0'	All by right uses excluding abattoirs, agricultural, foundries, lumber mills, outdoor theatre, power generation, railroad. All with conditions excluding house waste, junk yard, transit lots/structures, trucking terminals.
R1	WALK-UP MULTIFAMILY	15,000	3	45,000	30	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R2	WALK-UP MULTIFAMILY	15,000	3	45,000	30	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R3	WALK-UP MULTIFAMILY	15,000	3/4 SPLIT	52,500	35	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R4	WALK-UP MULTIFAMILY	10,000	3/4 SPLIT	35,000	30	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R6	WALK-UP MULTIFAMILY	5,000	3/4 SPLIT	17,500	14	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R7	CLUBHOUSE	6,000	2	12,000	0	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Accessory Use
R8	WALK-UP MULTIFAMILY	5,000	3	15,000	12	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R9	WALK-UP MULTIFAMILY	8,000	4	32,000	24	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R10	WALK-UP MULTIFAMILY	8,000	4	32,000	24	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R11	WALK-UP MULTIFAMILY	10,000	3	30,000	24	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R12	WALK-UP MULTIFAMILY	10,000	3/4 SPLIT	35,000	35	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R16	WALK-UP MULTIFAMILY	10,000	2/3 SPLIT	25,000	20	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R18	WALK-UP MULTIFAMILY	15,000	2/3 SPLIT	42,500	25	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R20	WALK-UP MULTIFAMILY	15,000	3/4 SPLIT	52,500	35	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R21	TOWNHOME MULTIFAMILY	4,500	2	9,000	5	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R22	TOWNHOME MULTIFAMILY	3,500	2	7,000	4	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R23	TOWNHOME MULTIFAMILY	4,500	2	9,000	5	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R24	TOWNHOME MULTIFAMILY	4,500	2	9,000	5	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R25	TOWNHOME MULTIFAMILY	4,500	2	9,000	5	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R26	TOWNHOME MULTIFAMILY	3,500	2	7,000	4	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R27	TOWNHOME MULTIFAMILY	3,500	2	7,000	4	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
R28	TOWNHOME MULTIFAMILY	4,500	2	9,000	5	TOD-R	Apartment	Max = 13 Stories or 182'	No Min/Max	Apartment	0'-25'	Urban = 0' + 5' Overhang	8'	Multi-family Homes, Single Family Homes
W1	WAREHOUSE W OUTDOOR STORAGE	15,000	1	15,000	0	SP	Workplace - Highway Commercial	36' - 45' (plus roof)	No Min/Max	Workplace - Highway Commercial	0-15'	>15' + 5' Overhang	0'	All by right uses excluding abattoirs, agricultural, foundries, lumber mills, outdoor theatre, power generation, railroad. All with conditions excluding house waste, junk yard, transit lots/structures, trucking terminals.
W2	WAREHOUSE W OUTDOOR STORAGE	27,000	1	27,000	0	SP	Workplace - Highway Commercial	36' - 45' (plus roof)	No Min/Max	Workplace - Highway Commercial	0-15'	>15' + 5' Overhang	0'	All by right uses excluding abattoirs, agricultural, foundries, lumber mills, outdoor theatre, power generation, railroad. All with conditions excluding house waste, junk yard, transit lots/structures, trucking terminals.
S1	WAREHOUSE STORAGE	2,000	1	2,000	0	SP	Workplace - Highway Commercial	36' - 45' (plus roof)	No Min/Max	Workplace - Highway Commercial	0-15'	>15' + 5' Overhang	0'	All by right uses excluding abattoirs, agricultural, foundries, lumber mills, outdoor theatre, power generation, railroad. All with conditions excluding house waste, junk yard, transit lots/structures, trucking terminals.
S2	WAREHOUSE STORAGE	22,000	1	22,000	0	SP	Workplace - Highway Commercial	36' - 45' (plus roof)	No Min/Max	Workplace - Highway Commercial	0-15'	>15' + 5' Overhang	0'	All by right uses excluding abattoirs, agricultural, foundries, lumber mills, outdoor theatre, power generation, railroad. All with conditions excluding house waste, junk yard, transit lots/structures, trucking terminals.
S3	WAREHOUSE STORAGE	22,000	1	22,000	0	SP	Workplace - Highway Commercial	36' - 45' (plus roof)	No Min/Max	Workplace - Highway Commercial	0-15'	>15' + 5' Overhang	0'	All by right uses excluding abattoirs, agricultural, foundries, lumber mills, outdoor theatre, power generation, railroad. All with conditions excluding house waste, junk yard, transit lots/structures, trucking terminals.
S4	WAREHOUSE STORAGE	14,000	1	14,000	0	SP	Workplace - Highway Commercial	36' - 45' (plus roof)	No Min/Max	Workplace - Highway Commercial	0-15'	>15' + 5' Overhang	0'	All by right uses excluding abattoirs, agricultural, foundries, lumber mills, outdoor theatre, power generation, railroad. All with conditions excluding house waste, junk yard, transit lots/structures, trucking terminals.

CONCEPTUAL TOD-E / F.A.R. TABLE

LOT #	ACREAGE (net of streets)	SQUARE FEET (net of streets)	BUILDING #	# FLOORS	TOTAL AREA	ZONING	Min. FAR REQUIREMENT	FAR PROPOSED
18	2.86	124,582	A1	7	126,000	TOD- E	0.35	1.00
17	0.80	34,848	C1	2	26,000	TOD-E	0.35	0.75
16	0.54	23,522	C2	2	10,800	TOD-E	0.35	0.46
15	0.69	30,056	C3	2	16,000	TOD-E	0.35	0.53

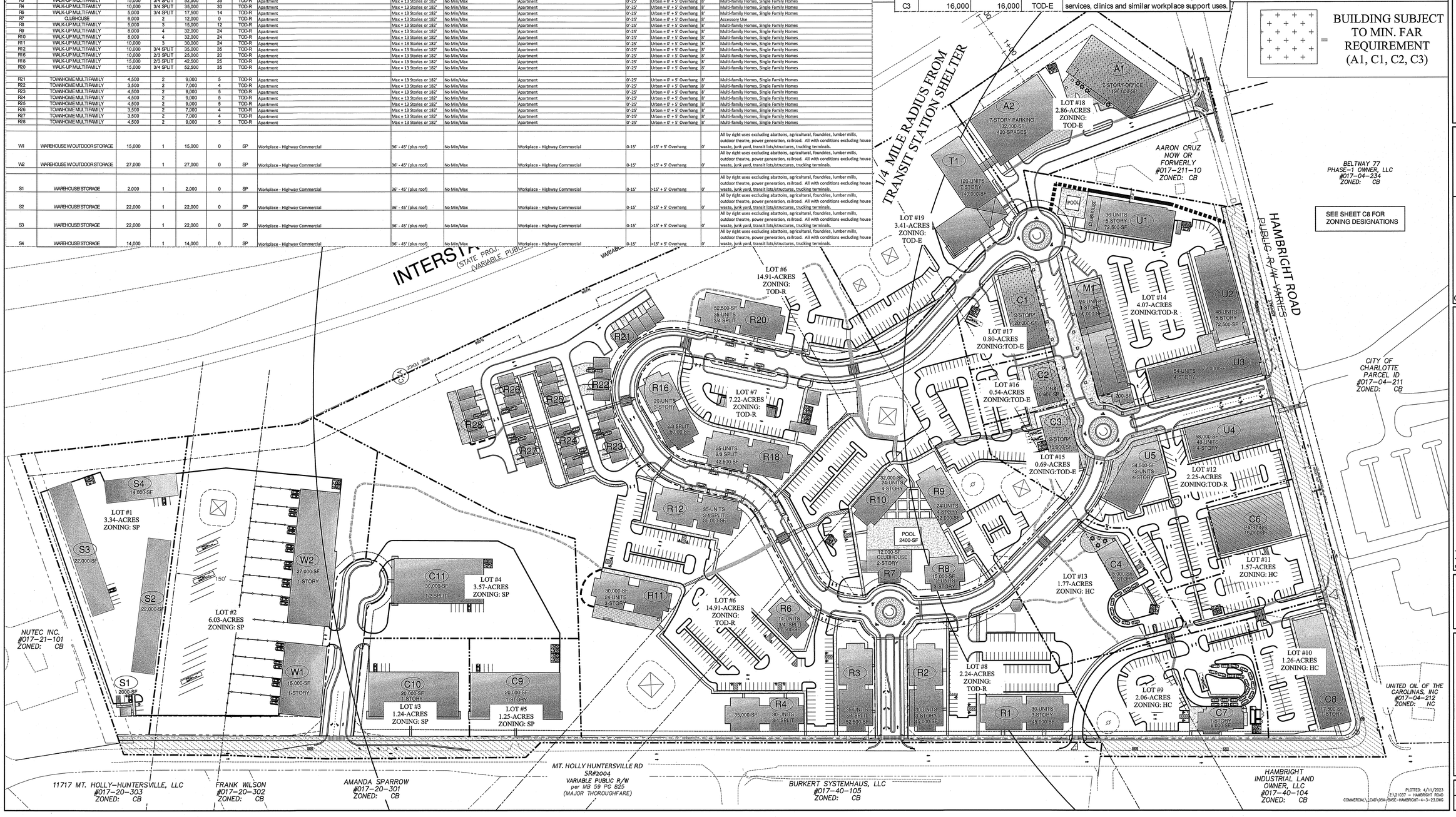
THE PURPOSE OF THE FAR & BUILDING/LOT TABLE ON THIS SHEET OF THE REZONING PLAN IS INTENDED TO SHOW THAT THIS CONCEPTUAL REZONING PLAN MEETS THE REQUIREMENTS OF THE ORDINANCE; HOWEVER, THIS REZONING PLAN IS CONCEPTUAL AND SCHEMATIC IN NATURE AND THE TABLE IS NOT INTENDED TO LIMIT OR RESTRICT THE FINAL DEVELOPMENT ON THE PROPERTY AS LONG AS THE REQUIREMENTS OF THE ORDINANCE ARE MET, SUBJECT TO THE MODIFICATIONS OF THIS REZONING PLAN.

CONCEPTUAL TOD-E ACCESSORY USE TABLE

BLDG	TOTAL SQUARE FEET	ACCESSORY* SQUARE FEET	ZONING	ACCESSORY USES
A1	126,000	20,000	TOD- E	Retail, restaurants, bars and taverns, personal services, clinics and similar workplace support uses.
C1	26,000	26,000	TOD-E	Retail, restaurants, bars and taverns, personal services, clinics and similar workplace support uses.
C2	10,800	10,800	TOD-E	Retail, restaurants, bars and taverns, personal services, clinics and similar workplace support uses.
C3	16,000	16,000	TOD-E	Retail, restaurants, bars and taverns, personal services, clinics and similar workplace support uses.

*PER SECTION 3.2.14 (C) OF THE ORDINANCE, RETAIL, RESTAURANTS, BARS AND TAVERNS, PERSONAL SERVICES, CLINICS AND SIMILAR WORKPLACE SUPPORT USES ARE PERMITTED ACCESSORY USES IN TOD–E, UP TO 20% OF FIRST FLOOR AREA OF THIS MULTI–BUILDING PROJECT TAKEN AS A WHOLE. THIS CONCEPTUAL REZONING PLAN CONTEMPLATES 564,600 SQUARE FEET OF TOTAL FIRST FLOOR AREA. AS SUCH, BUILDINGS A1, C1, C2 AND C3 MAY INCLUDE UP TO 112,920 SQUARE FEET OF THE TYPES OF ACCESSORY USES LISTED ABOVE.

= BUILDING SUBJECT TO MIN. FAR REQUIREMENT (A1, C1, C2, C3)



SEE SHEET C8 FOR ZONING DESIGNATIONS

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NORTH CAROLINA PROFESSIONAL SEAL 031583 PAUL SCOTT CODY JR. BURGESS
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SEAL

WOODBINE DESIGN GROUP, P.C. NORTH CAROLINA SEAL NO: C-4063
SEAL

NORTH ARROW
0 50 100 200
Graphic Scale 1" = 100 ft.

Project: TOWN 1 MIXED USE CENTER
Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title: BUILDING TYPE/ F.A.R. TABLES

DEVELOPER/OWNER
HAMBRIGHT PARTNERS

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

Sheet: C3.1 of 12
Project Number: 21037

PLOTTED: 4/11/2023
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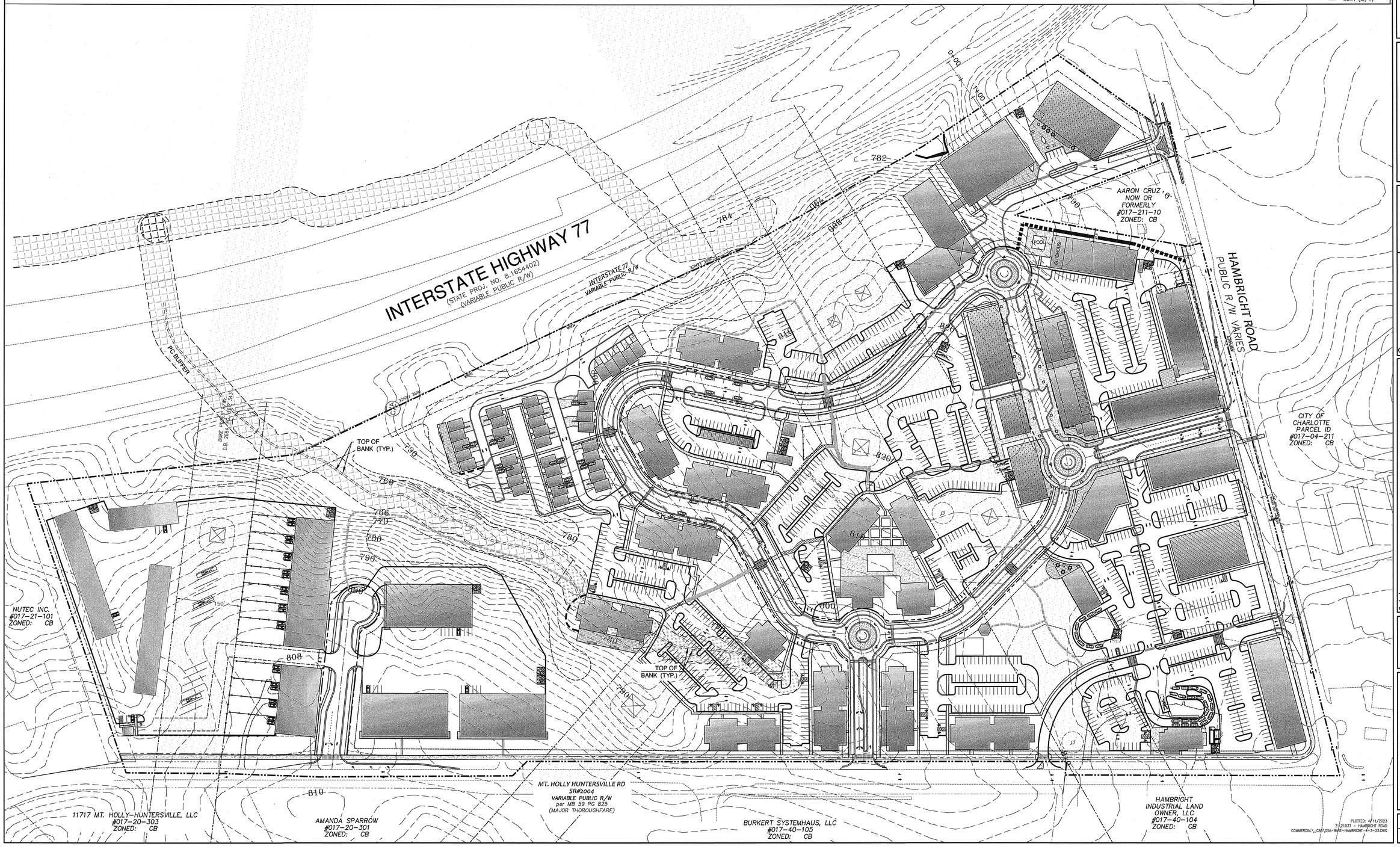
TREENAIL DEVELOPMENT 2014

TOWN 1



LEGEND

PROPOSED

- 795 — 5' CONTOURS
- 797 — 1' CONTOURS
- SS — SANITARY SEWER
- STORM SEWER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- GRATE INLET
- SPOT ELEVATION

EXISTING

- 795 — 5' CONTOURS
- 796 — 1' CONTOURS
- STORM SEWER
- SS — SANITARY SEWER
- W — WATER LINE
- STORM SEWER MANHOLE (MH)
- CURB INLET (CI)
- GRATE INLET/YARD INLET (G/YI)

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SEAL NO: C-4063

NORTH ARROW

0 50 100 200

Graphic Scale 1" = 100 ft.

Project: TOWN 1 MIXED USE CENTER

Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078

Sheet Title: CONCEPT PLAN W/ EX. TOPO

DEVELOPER/OWNER

HAMBRIGHT PARTNERS

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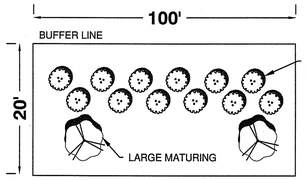
Drawn By	WOODBINE
Date	4/11/23
Revisions	

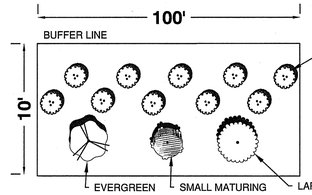
Sheet: C4 of 12

Project Number: 21037



PER 100-LF OF BUFFER AREA
DOUBLE ROW EVERGREEN TREES
2-LARGE MATURING TREES

TYPICAL 20' SIDEYARD PARKING SCREENING - PLAN VIEW
N.T.S



PER 1000-SF OF BUFFER AREA
3-TREES
25% LARGE MATURING
25% SMALL MATURING
25% EVERGREEN
10-SHRUBS, 100% EVERGREEN

TYPICAL 10' LANDSCAPE BUFFER - ADJACENT TO RESIDENTIAL ON HAMBRIGHT N.T.S.

PER 1000-SF OF BUFFER AREA
8- SHRUBS, 75% EVERGREEN
5- TREES, 75% LARGE MATURING,
50% EVERGREEN

NOTE: USE FOR 60-FT LANDSCAPE BUFFER ALONG STORAGE FACILITY - PLAN VIEW

TYPICAL 50' MITIGATED I-77 BUFFER - PLAN N.T.S

LANDSCAPE NOTES

1) PERIMETER SCREENING ALONG I-77 SHALL REQUIRE 50-FT BUFFER
2) STREET TREES SHALL BE PROVIDED PER ORDINANCE
3) ALL PARKING SPACES SHALL BE LOCATED WITHIN 60-FT OF A CANOPY TREE.
4) FOUNDATION PLANTINGS SHALL BE PROVIDED
5) PARKING LOT LANDSCAPING SHALL COMPLY WITH THE TOWN ORDINANCE
6) ALL LANDSCAPING WITHIN THE DUKE POWER RIGHT-OF-WAY SHALL ADHERE TO DUKE REQUIREMENTS.

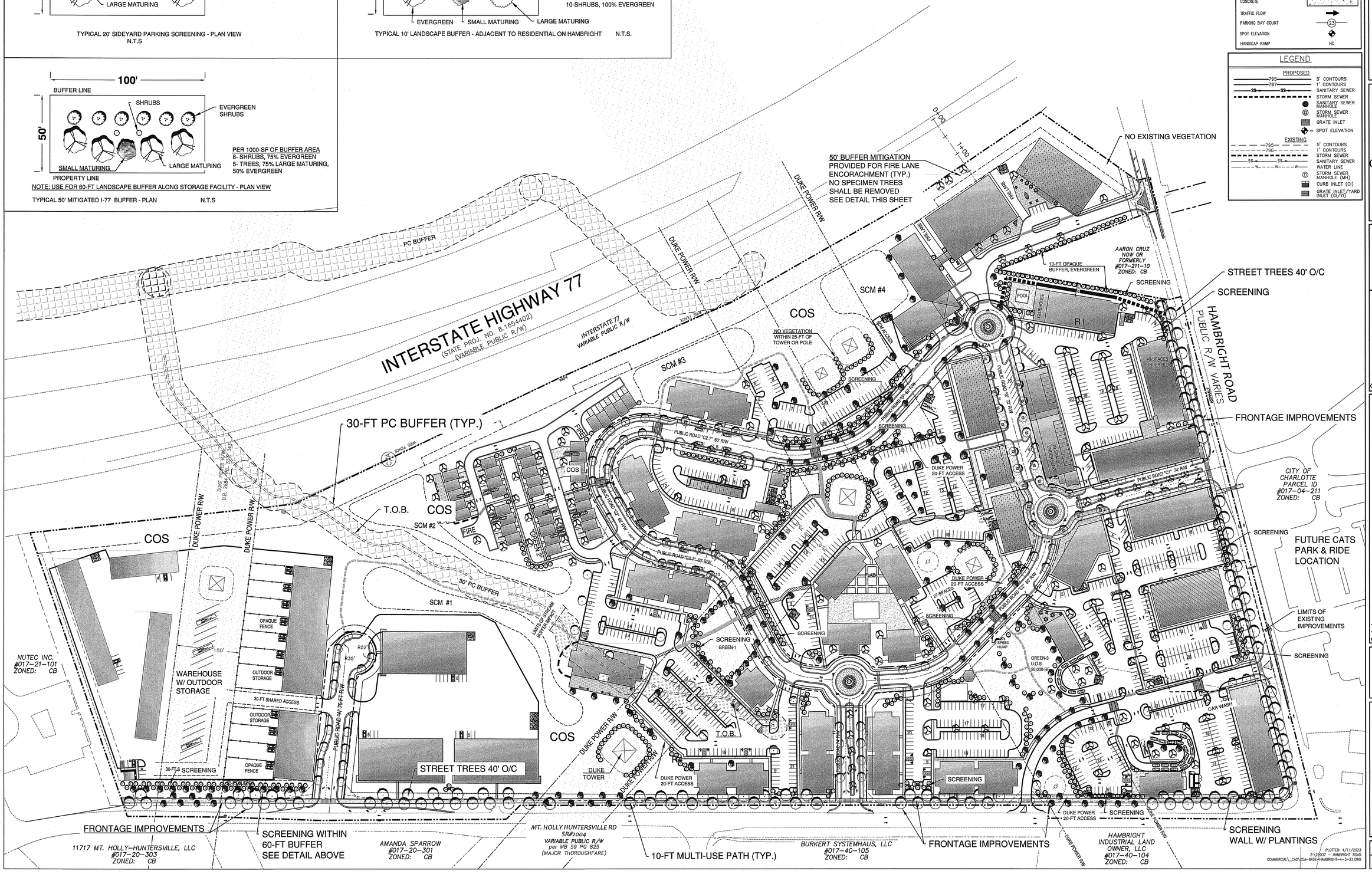
SITE LEGEND

PROPOSED CURB & GUTTER
REVERSED PITCH CURB & GUTTER
PROPERTY LINE
LOT LINES
DECORATIVE FENCING
PAVEMENT STRIPING
PAVEMENT
CONCRETE
TRAFFIC FLOW
PARKING BAY COUNT (23)
SPOT ELEVATION
HANDICAP RAMP HC

LEGEND

PROPOSED
795 5' CONTOURS
797 1' CONTOURS
SS SANITARY SEWER
STORM SEWER
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
GRATE INLET
SPOT ELEVATION

EXISTING
795 5' CONTOURS
796 1' CONTOURS
STORM SEWER
SS SANITARY SEWER
W WATER LINE
STORM SEWER MANHOLE (MH)
CURB INLET (CI)
GRATE INLET/YARD INLET (GI/YI)



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SEAL

SEAL
NO: C-4063

NORTH ARROW

Graphic Scale 1" = 100 ft.

Project: TOWN 1 MIXED USE CENTER
Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title: CONCEPTUAL LANDSCAPE PLAN

DEVELOPER/OWNER
HAMBRIGHT PARTNERS

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

Sheet: C5 of 12
Project Number: 21037

PLOTTED: 4/11/2023
21037 - HAMBRIGHT ROAD
COMMERCIAL_CAD\05A-BASE\HAMBRIGHT-4-3-23.DWG

UTILITY LEGEND

PROPOSED UTILITIES

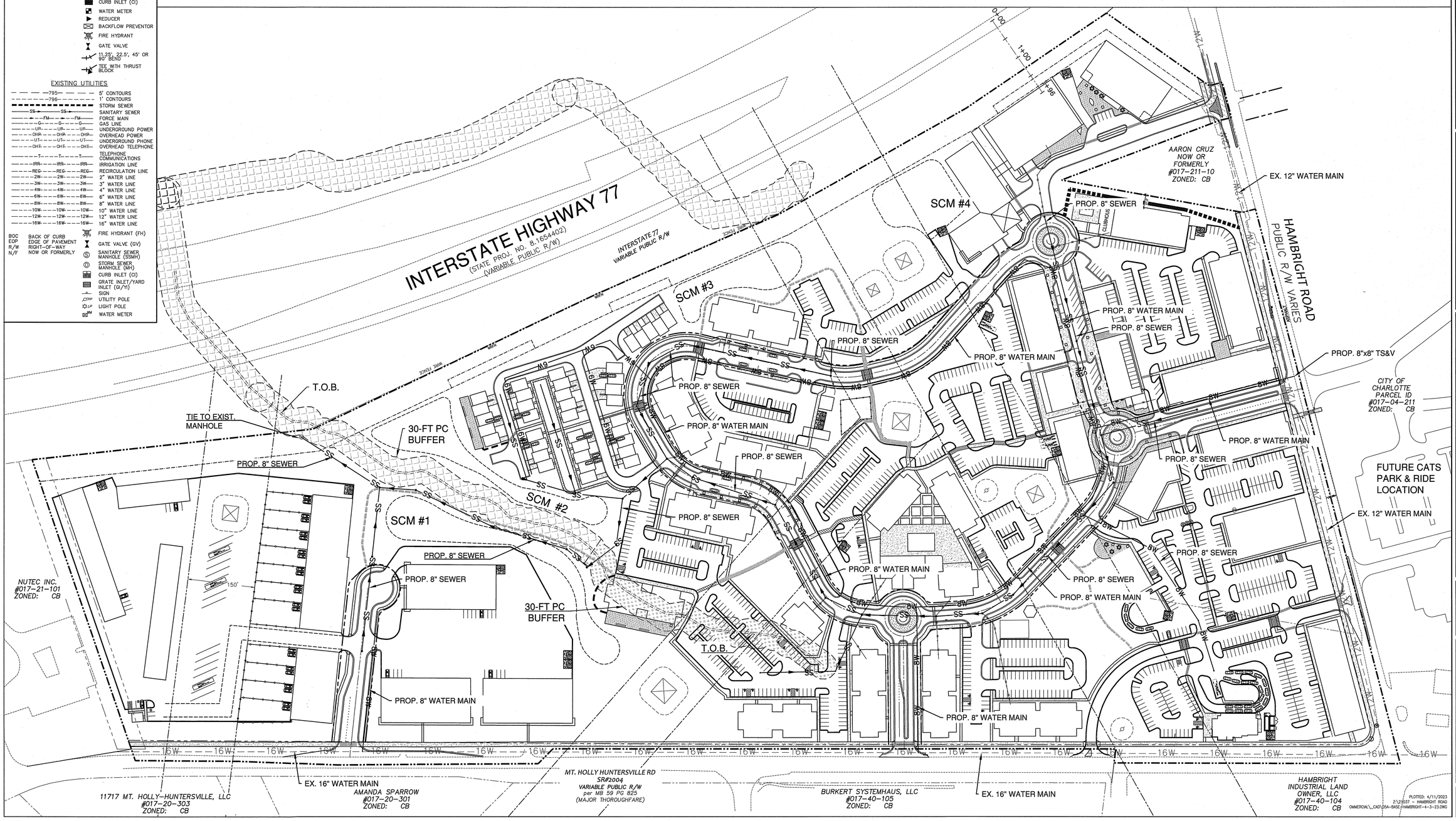
- 2W — 2" WATER LINE
- 3W — 3" WATER LINE
- 4W — 4" WATER LINE
- 6W — 6" WATER LINE
- 8W — 8" WATER LINE
- 10W — 10" WATER LINE
- 12W — 12" WATER LINE
- 16W — 16" WATER LINE
- W — WATER LINE
- IRR — IRRIGATION LINE
- OHP — OVERHEAD POWER
- G — GAS LINE
- T — TELEPHONE COMMUNICATIONS
- UP — UNDERGROUND POWER
- OHT — OVERHEAD TELEPHONE
- UT — UNDERGROUND PHONE
- FM — FORCE MAIN
- SS — SANITARY SEWER
- STORM SEWER
- FLARED END SECTION (FES)
- SANITARY SEWER MANHOLE (SSMH)
- STORM SEWER MANHOLE (MH)
- GRATE INLET/YARD INLET (GI/YI)
- CURB INLET (CI)
- WATER METER
- REDUCER
- BACKFLOW PREVENTOR
- FIRE HYDRANT
- GATE VALVE
- 11.25°, 22.5°, 45° OR 90° BEND
- TEE WITH THRUST BLOCK

EXISTING UTILITIES

- 795 — 5' CONTOURS
- 796 — 1' CONTOURS
- STORM SEWER
- SS — SANITARY SEWER
- FM — FORCE MAIN
- G — GAS LINE
- UP — UNDERGROUND POWER
- OHP — OVERHEAD POWER
- UT — UNDERGROUND PHONE
- OHT — OVERHEAD TELEPHONE
- T — TELEPHONE COMMUNICATIONS
- IRR — IRRIGATION LINE
- REC — RECIRCULATION LINE
- 2W — 2" WATER LINE
- 3W — 3" WATER LINE
- 4W — 4" WATER LINE
- 6W — 6" WATER LINE
- 8W — 8" WATER LINE
- 10W — 10" WATER LINE
- 12W — 12" WATER LINE
- 16W — 16" WATER LINE

BOC	BACK OF CURB
EOP	EDGE OF PAVEMENT
R/W	RIGHT-OF-WAY
N/F	NOW OR FORMERLY

- FIRE HYDRANT (FH)
- GATE VALVE (GV)
- SANITARY SEWER MANHOLE (SSMH)
- STORM SEWER MANHOLE (MH)
- CURB INLET (CI)
- GRATE INLET/YARD INLET (GI/YI)
- SIGN
- UTILITY POLE
- LIGHT POLE
- WATER METER



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PRELIMINARY NOT FOR CONSTRUCTION
SEAL

WOODBINE DESIGN PROFESSIONAL ENGINEERING NORTH CAROLINA
SEAL NO: C-4063

NORTH ARROW

0 50 100 200
Graphic Scale 1" = 100 ft.

Project: TOWN 1 MIXED USE CENTER
Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title: CONCEPTUAL UTILITY

DEVELOPER/OWNER
HAMBRIGHT PARTNERS

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Sheet: C5.1 of 12
Project Number: 21037

PLOTTED: 4/11/2023
Z:\21037 - HAMBRIGHT ROAD
COMMERCIAL_CAD\C5A-BASE-HAMBRIGHT-4-3-23.DWG

LEGEND

PROPOSED

- 795 — 5' CONTOURS
- 797 — 1' CONTOURS
- SS — SANITARY SEWER
- STORM SEWER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- GRATE INLET
- SPOT ELEVATION

EXISTING

- 795 — 5' CONTOURS
- 796 — 1' CONTOURS
- STORM SEWER
- SS — SANITARY SEWER
- W — WATER LINE
- STORM SEWER MANHOLE (MH)
- CURB INLET (CI)
- GRATE INLET/YARD INLET (GI/YI)
- INFILTRATION PIPE

STORM WATER NARRATIVE:

WATER QUALITY FOR THE 1-INCH STORM EVENT SHALL BE MET BY UTILIZATION OF INFILTRATION PIPES SPREAD ACROSS THE SITE. PIPES SHALL BE SIZED TO ACCOMMODATE BOTH STORM EVENTS. PIPES SHALL BE SIZE DURING THE CONSTRUCTION DOCUMENT PHASE. PRELIMINARY STORM WATER CALCS SHALL BE PROVIDED DURING REZONING TO COMPUTE THE REQUIRED VOLUME.

THE PRE-DEVELOPED RUNOFF RATES SHALL BE DETAINED WITHIN ABOVE GROUND EXTENDED DRY DETENTION FACILITIES WITH ADDITIONAL UNDERGROUND PIPES INSTALLED AS NEEDED TO DETAIN POST-DEVELOPED PEAK VOLUME PER THE HUNTERSVILLE STORM WATER REGULATIONS. BMP DESIGN. THE DESIGNS FOR THE BMPS SHOWN ON THE REZONING PLAN SHALL BE FINALIZED DURING THE CONSTRUCTION PHASE AND SHALL BE COMPLETED AS A PART OF THE INFRASTRUCTURE IMPROVEMENTS. ALTHOUGH NOT REQUIRED BY THE ORDINANCE, PETITIONER SHALL USE COMMERCIALLY REASONABLE EFFORTS TO EVALUATE AND CONSIDER MAINTENANCE OF THE PRE-DEVELOPED RATES FOR THE 25 YEAR STORM EVENT.

IMPERVIOUS AREA DATA

MAX. ALLOWABLE IMPERVIOUS: 70%

PROPOSED IMPERVIOUS: PAVEMENT/CONCRETE=1,183,557-SF BLDG=564,600-SF

TOTAL PROPOSED=1,748,157-SF 56.9% IMPERVIOUS

WATERSHED: MOUNTAIN ISLAND LAKE PA-2

NOTES:
1) THIS SITE SHALL UTILIZE THE HIGH DENSITY OPTION, BMP'S SHALL BE PROVIDED IN COMPLIANCE WITH THE PCO AND HUNTERSVILLE LOW IMPACT DEVELOPMENT REQUIREMENTS BY USING INFILTRATION/ UNDERGROUND DETENTION AND OTHER APPROVED S.C.M.'S.
2) THIS PROJECT DOES NOT LIE WITHIN A REGULATED FLOODWAY
3) SWIM BUFFER IMPACTS MUST BE PERMITTED VIA ARMY CORPS OF ENGINEERS & MECKLENBURG COUNTY STORM WATER

WATER QUALITY VOLUME

#	REQUIRED VOLUME	PROVIDED VOLUME	METHOD
SCM#1	39,939-CF	40,000-CF	VIA INFILTRATION PIPES
SCM#2	49,985-CF	50,000-CF	VIA INFILTRATION PIPES
SCM#3	23,450-CF	24,000-CF	VIA INFILTRATION PIPES
SCM#4	44,061-CF	45,000-CF	VIA INFILTRATION PIPES

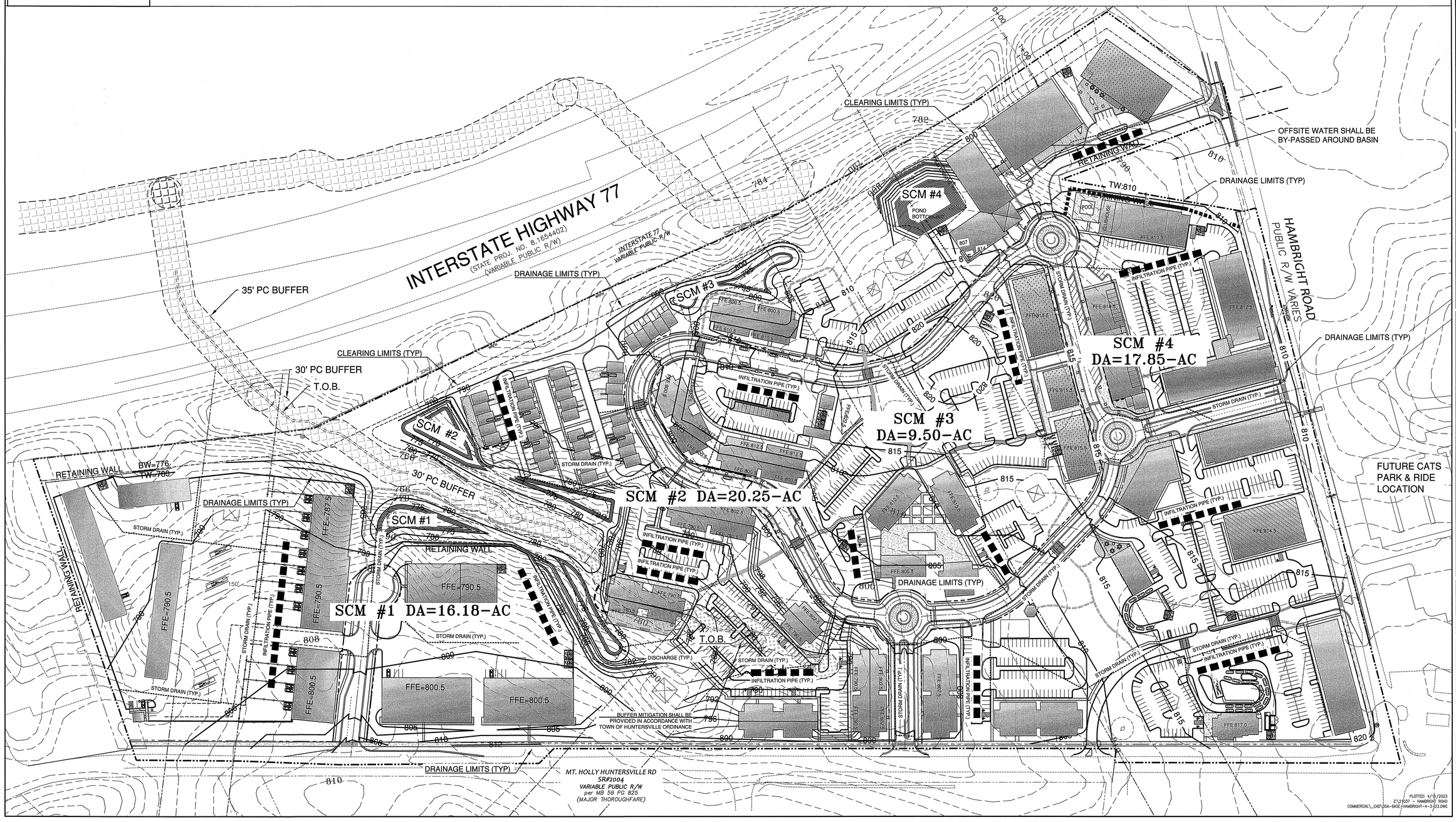
DETENTION VOLUME

#	REQUIRED VOLUME	PROVIDED VOLUME	METHOD
SCM#1	13,655-CF	14,000-CF	COMBINATION OF ABOVE GROUND POND STORAGE AND UNDERGROUND PIPES SYSTEM.
SCM#2	21,831-CF	22,000-CF	
SCM#3	8,799-CF	9,000-CF	
SCM#4	19,217CF	20,000-CF	

STORM WATER CONTROL MEASURES AND WATER QUALITY SHALL BE COORDINATED WITH THE TOWN OF HUNTERSVILLE STORMWATER ENGINEER TO ENSURE THE INTENT OF THE ORDINANCES ARE MET

TREENAIL DEVELOPMENT • 2014 •

TOWN 1



PLOTTED: 4/11/2023
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pwoody@woodbinedesign.com 704.315.5357 Cornelius, NC 28031

PRELIMINARY NOT FOR CONSTRUCTION

SEAL

NORTH ARROW

Graphic Scale 1" = 100 ft.

Project: TOWN 1 MIXED USE CENTER

Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078

Sheet Title: CONCEPTUAL STORMWATER/GRADING

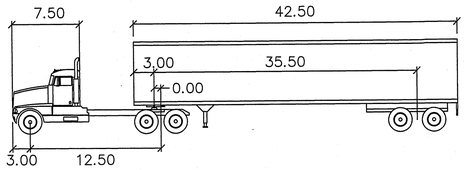
DEVELOPER/OWNER

HAMBRIGHT PARTNERS

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

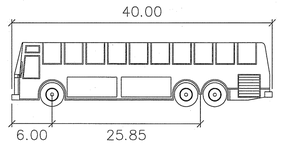
Sheet: C5.2 of 12

Project Number: 21037



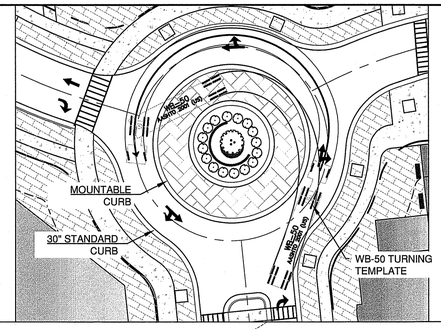
WB-50

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		



BUS-40

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 39.3



TRAFFIC CALMING METHOD	SPEED HUMP/ENHANCED PED. CORSSING
SIDEWALK WIDTH	5-FT MIN.
PLANTING STRIP WIDTH	7-FT

PATH LEGEND

- 4' NATURAL TRAIL MULCH/GRAVEL(OPTIONAL)
- 8' PEDESTRIAN CORRIDOR PAVED/CONCRETE
- 10' MULTI-USE PATH PAVED/CONCRETE
- 5' PEDESTRIAN PATH PAVED/CONCRETE
- 8' PEDESTRIAN PATH PAVED/CONCRETE

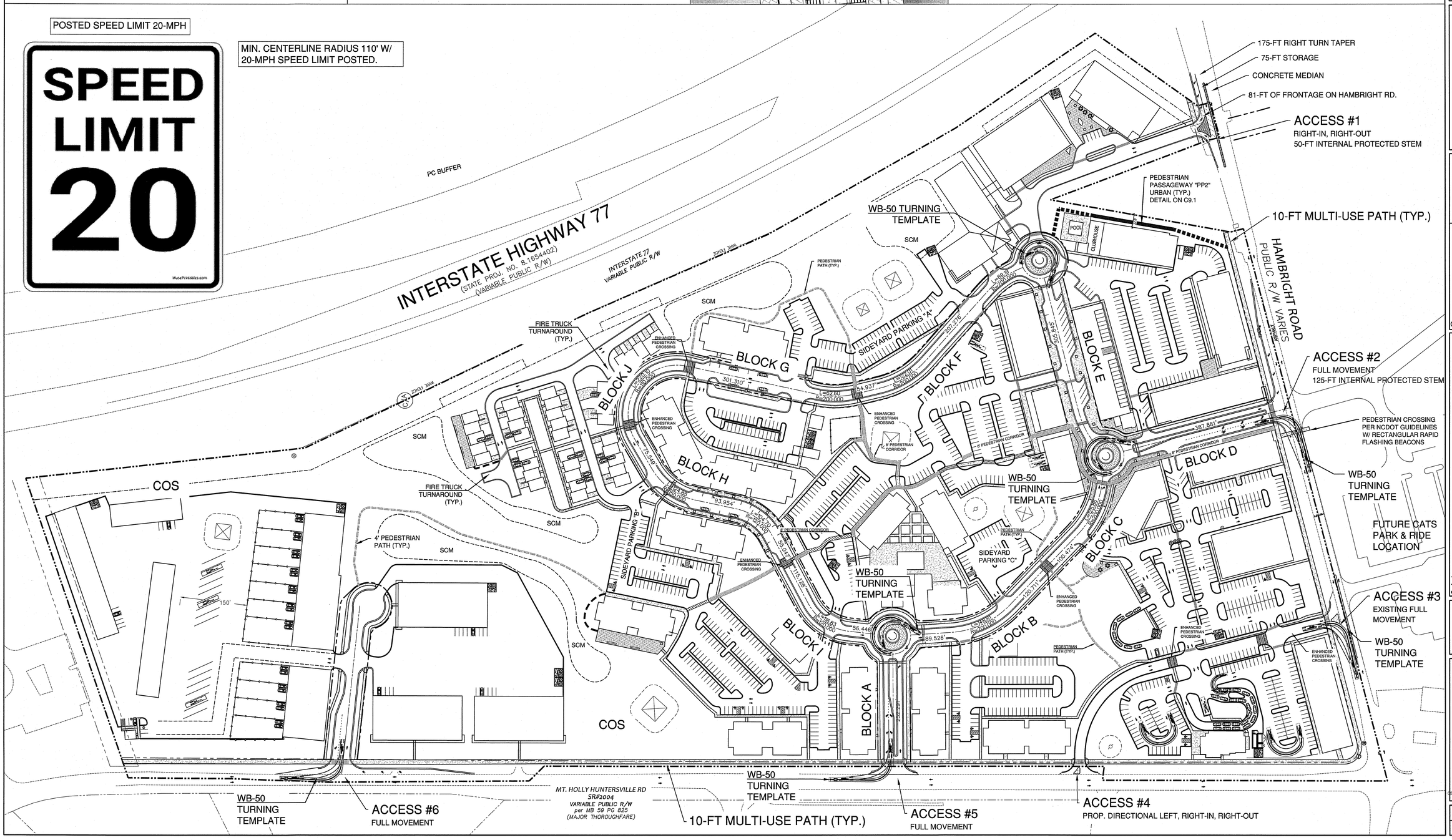
BLOCK LENGTH

BLOCK	LENGTH
A	252-FT
B	359-FT
C	251-FT
D	388-FT
E	306-FT
F	497-FT
G	363-FT
H	488-FT
I	288-FT
J	225-FT

BLOCK LENGTH MEASURED ALONG CENTERLINE, ENHANCED PEDESTRIAN CROSSING USED TO BREAK UP AREAS EXCEEDING 500-FT

POSTED SPEED LIMIT 20-MPH

MIN. CENTERLINE RADIUS 110' W/ 20-MPH SPEED LIMIT POSTED.



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pburgess@woodbinedesign.com

NORTH CAROLINA PRELIMINARY SEAL 19031 NOT FOR CONSTRUCTION DEE BURGESS

SEAL

WOODBINE DESIGN NORTH CAROLINA SEAL NO: C-4063

NORTH ARROW

Graphic Scale 1" = 100 ft.

Project: TOWN 1 MIXED USE CENTER
Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title: CONNECTIVITY PLAN/TURN TEMPLATE

DEVELOPER/OWNER
HAMBRIGHT PARTNERS

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

PLOTTED: 4/11/2023
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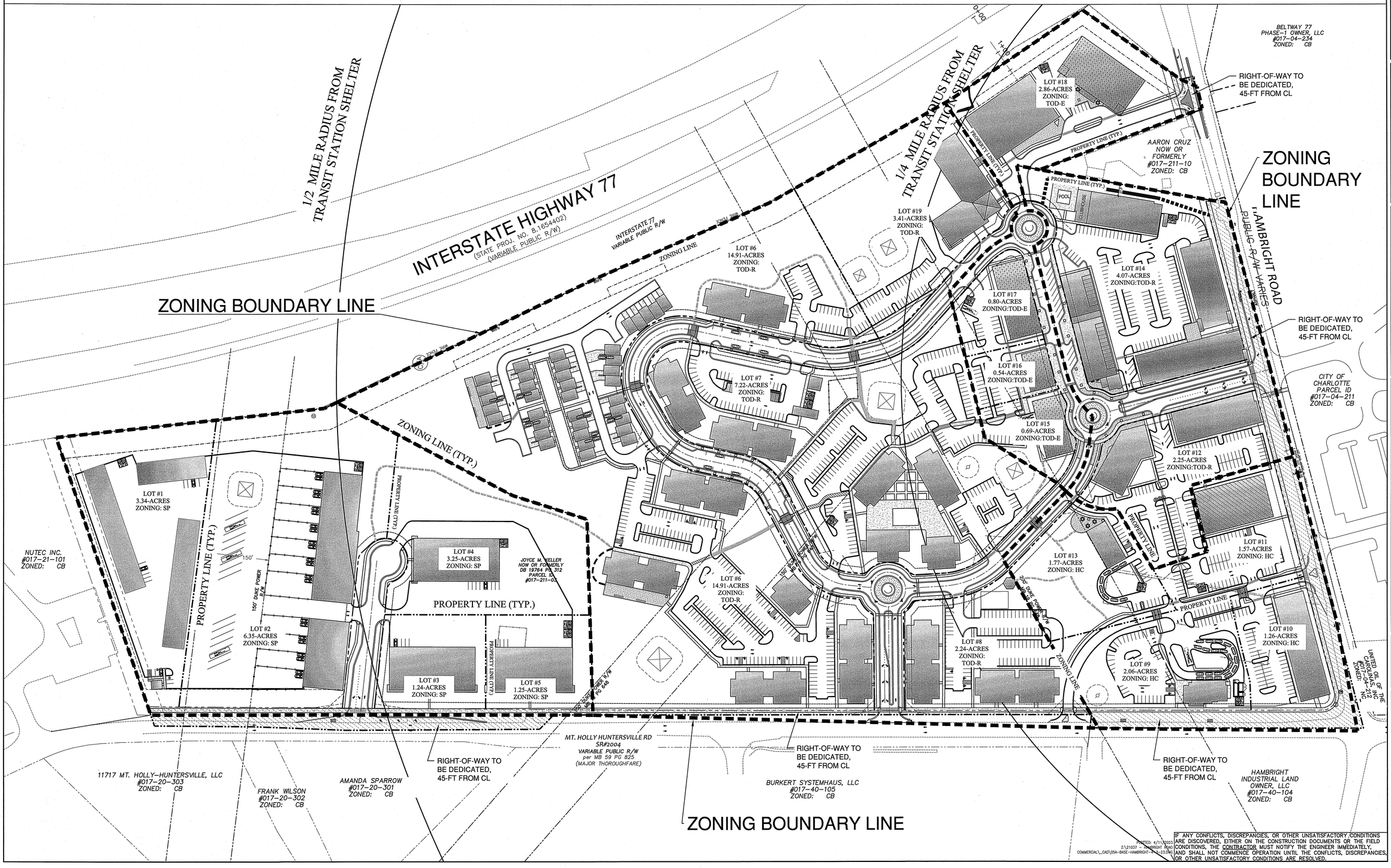
COMMERCIAL_CAD\05A-BASE-HAMBRIGHT-4-3-23.DWG

Sheet: C7 of 12
Project Number: 21037

TREENAIL DEVELOPMENT 2014

TOWN 1

RIGHT-OF-WAY TO BE DEDICATED =



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info@woodbinedesign.com 704.315.5357 Cornelius, NC 28031
pwoody@woodbinedesign.com

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19051 PAUL WOODY BURGESS
PRELIMINARY NOT FOR CONSTRUCTION

SEAL

WOODBINE DESIGN, P.C. NORTH CAROLINA SEAL NO: C-4063

NORTH ARROW

Graphic Scale 1" = 100 ft.

Project: TOWN 1 MIXED USE CENTER

Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078

Sheet Title: ZONING BOUNDARY AND NEIGHBORING PARCELS

DEVELOPER/OWNER

HAMBRIGHT PARTNERS

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

Sheet: C8 of 12

Project Number: 21037

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

PLOTTED: 4/11/2023
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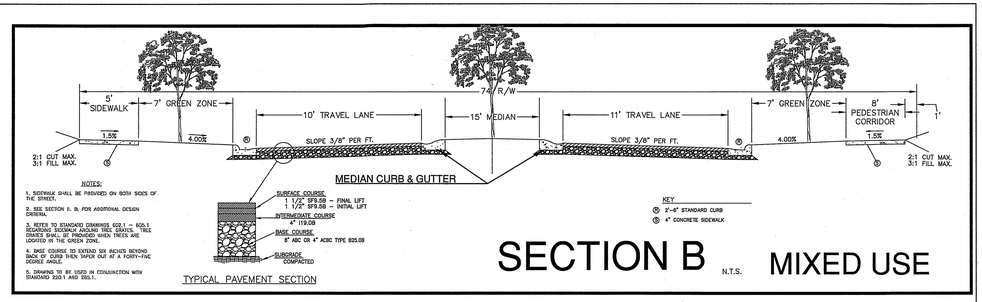
STREET CROSS SECTIONS n.t.s.

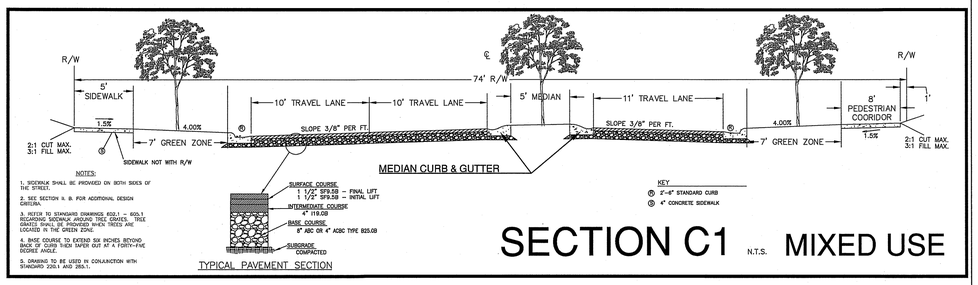
ALL SIDEWALKS OUTSIDE OF R/W SHALL BE LOCATED WITHIN AN EASEMENT (TYP.)



NOTES:

1. SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
2. SEE SECTION II. B. FOR ADDITIONAL DESIGN CRITERIA.
3. REFER TO STANDARD DRAWINGS 602.1 ~ 605.1 REGARDING SIDEWALK AROUND TREE GRATES. TREE GRATES SHALL BE PROVIDED WHEN TREES ARE LOCATED IN THE GREEN ZONE.
4. BASE COURSE TO EXTEND SIX INCHES BEYOND BACK OF CURB THEN TAPER OUT AT A FORTY-FIVE DEGREE ANGLE.
5. DRAWING TO BE USED IN CONJUNCTION WITH STANDARD 220.1 AND 285.1.

SECTION B N.T.S. MIXED USE



NOTES:

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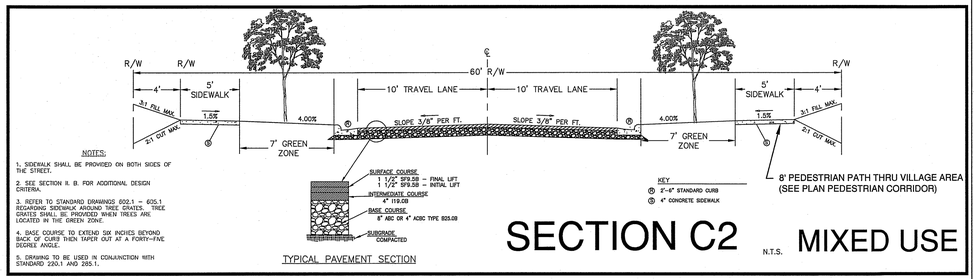
5. DRAWING TO BE USED IN CONJUNCTION WITH STANDARD 220.1 AND 285.1.

SECTION C1 N.T.S. MIXED USE



NOTES:

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2. SEE SECTION II. B. FOR ADDITIONAL DESIGN CRITERIA.
3. REFER TO STANDARD DRAWINGS 602.1 ~ 605.1 REGARDING SIDEWALK AROUND TREE GRATES. TREE GRATES SHALL BE PROVIDED WHEN TREES ARE LOCATED IN THE GREEN ZONE.
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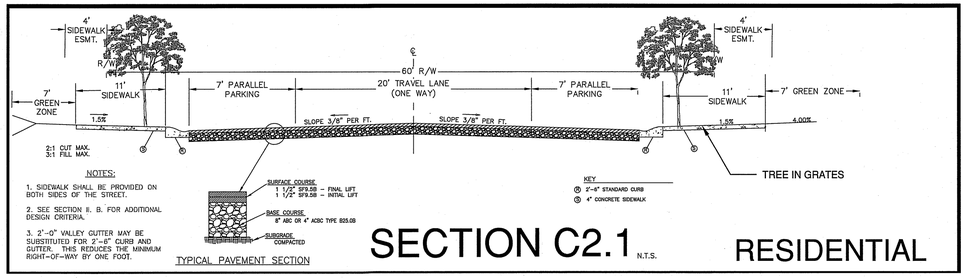
5. DRAWING TO BE USED IN CONJUNCTION WITH STANDARD 220.1 AND 285.1.

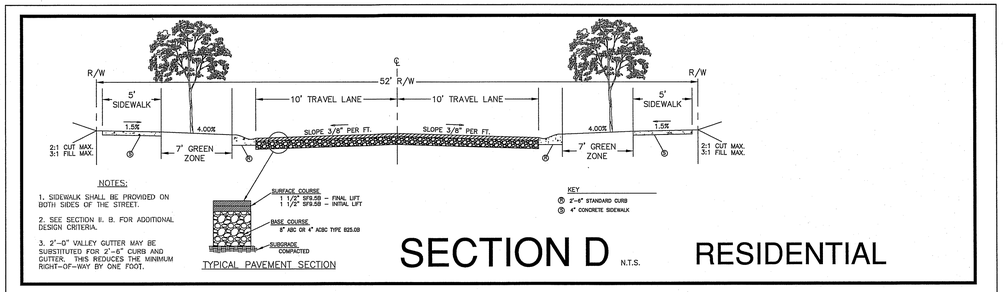
SECTION C2 N.T.S. MIXED USE



NOTES:

1. SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
2. SEE SECTION II. B. FOR ADDITIONAL DESIGN CRITERIA.
3. 2'-0" VALLEY GUTTER MAY BE SUBSTITUTED FOR 2'-6" CURB AND GUTTER. THIS REDUCES THE MINIMUM RIGHT-OF-WAY BY ONE FOOT.

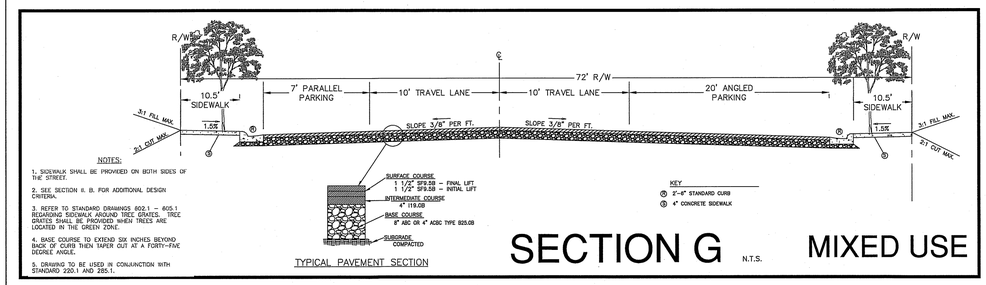
SECTION C2.1 N.T.S. RESIDENTIAL



NOTES:

1. SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
2. SEE SECTION II. B. FOR ADDITIONAL DESIGN CRITERIA.
3. 2'-0" VALLEY GUTTER MAY BE SUBSTITUTED FOR 2'-6" CURB AND GUTTER. THIS REDUCES THE MINIMUM RIGHT-OF-WAY BY ONE FOOT.

SECTION D N.T.S. RESIDENTIAL



NOTES:

1. SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
2. SEE SECTION II. B. FOR ADDITIONAL DESIGN CRITERIA.
3. REFER TO STANDARD DRAWINGS 602.1 ~ 605.1 REGARDING SIDEWALK AROUND TREE GRATES. TREE GRATES SHALL BE PROVIDED WHEN TREES ARE LOCATED IN THE GREEN ZONE.
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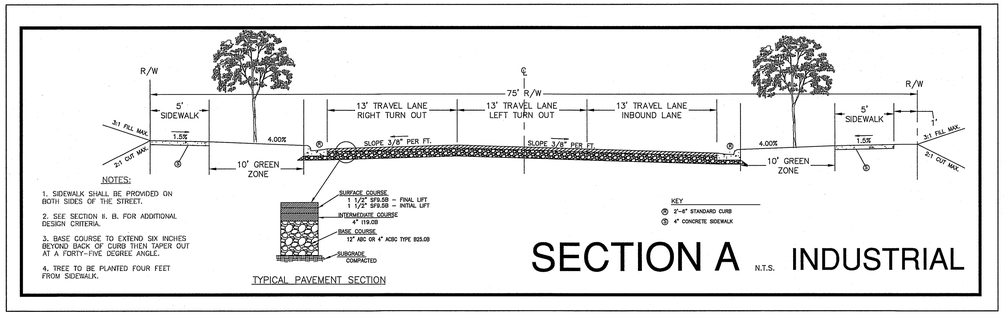
5. DRAWING TO BE USED IN CONJUNCTION WITH STANDARD 220.1 AND 285.1.

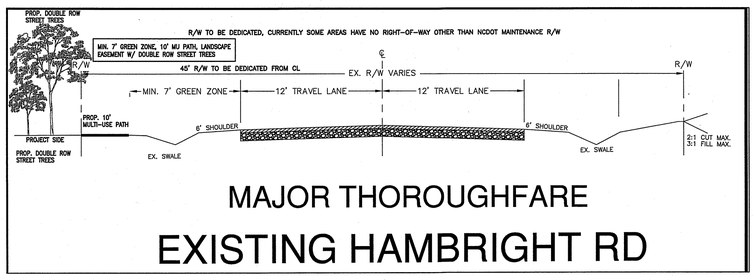
SECTION G N.T.S. MIXED USE



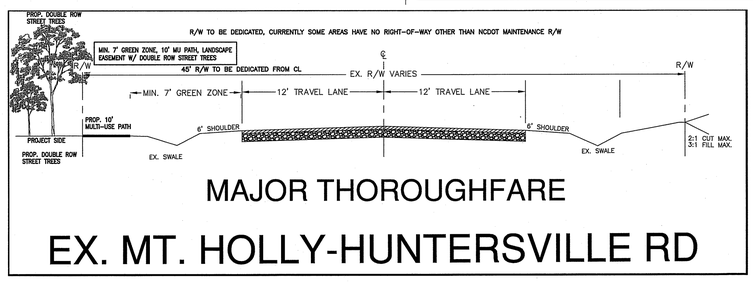
NOTES:

1. SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
2. SEE SECTION II. B. FOR ADDITIONAL DESIGN CRITERIA.
3. BASE COURSE TO EXTEND SIX INCHES BEYOND BACK OF CURB THEN TAPER OUT AT A FORTY-FIVE DEGREE ANGLE.
4. TREE TO BE PLANTED FOUR FEET FROM SIDEWALK.

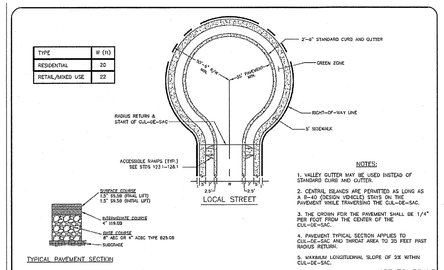
SECTION A N.T.S. INDUSTRIAL



MAJOR THOROUGHFARE
EXISTING HAMBRIGHT RD



MAJOR THOROUGHFARE
EX. MT. HOLLY-HUNTERSVILLE RD



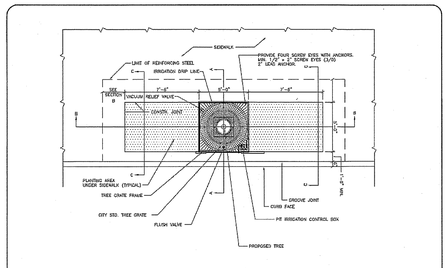
TYPE	R (ft)
RESIDENTIAL	20
RETAIL/MIXED USE	22

NOTES:

1. VALLEY GUTTER MAY BE USED INSTEAD OF STANDARD CURB AND GUTTER.
2. CENTRAL ISLANDS ARE PERMITTED AS LONG AS A R=40 (DESIGN VEHICLE) STAYS ON THE PAVEMENT WHILE TRAVERSING THE CUL-DE-SAC.
3. THE CROWN FOR THE PAVEMENT SHALL BE 1/4" PER FOOT FROM THE CENTER OF THE CUL-DE-SAC.
4. PAVEMENT TYPICAL SECTION APPLIES TO CUL-DE-SAC AND TURNOUT AREA TO 25 FEET PAST RADIUS RETURN.
5. MAXIMUM LONGITUDINAL SLOPE OF 3% WITHIN CUL-DE-SAC.

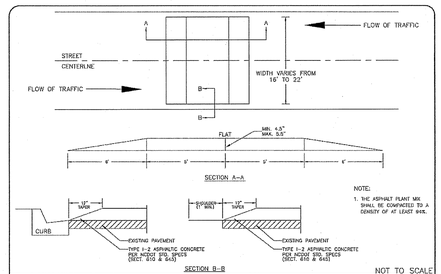
NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING | LOCAL STREET CUL-DE-SAC DETAIL STANDARD CURB AND GUTTER | REV. DATE 9/17/18 | DWG. NO. 280.1



NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING | TREE PIT WITH GRATE IN SIDEWALK (PLAN) | REV. DATE 10/14/09 | DWG. NO. 602.1



NOTE:

1. THE ASPHALT PLANT MIX SHALL BE COMPACTED TO A DENSITY OF AT LEAST 94%.

NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING | SPEED HUMP | REV. DATE 08/01/17 | DWG. NO. 721.1

PLOTTED: 4/11/2023
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NORTH CAROLINA PROFESSIONAL SEAL 019 PRELIMINARY NOT FOR CONSTRUCTION JEE BURGESS

SEAL

WOODBINE DESIGN NORTH CAROLINA SEAL No: C-4053

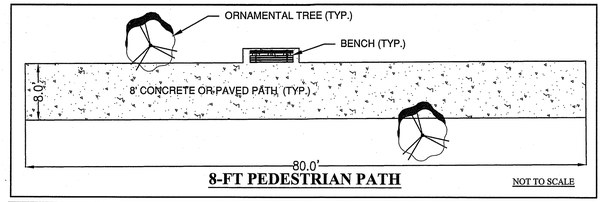
NORTH ARROW

Project: TOWN 1 MIXED USE CENTER
Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title: STREET CROSS SECTIONS

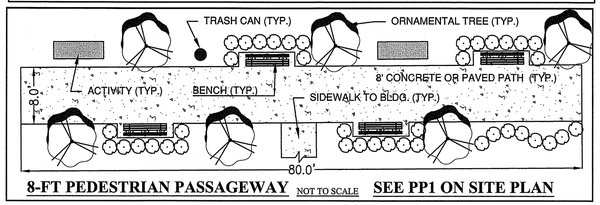
DEVELOPER/OWNER
HAMBRIGHT PARTNERS

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

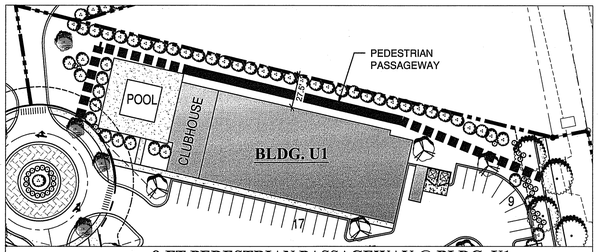
Sheet: C9 of 12
Project Number: 21037



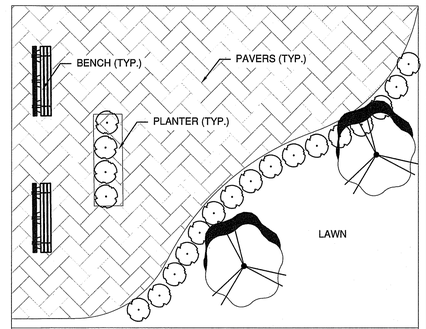
8-FT PEDESTRIAN PATH NOT TO SCALE



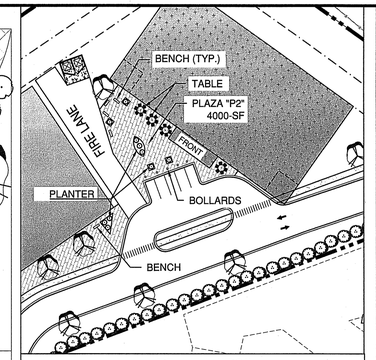
8-FT PEDESTRIAN PASSAGEWAY NOT TO SCALE **SEE PP1 ON SITE PLAN**



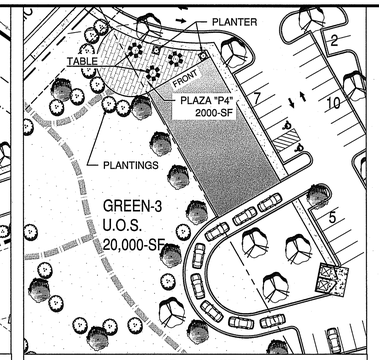
8-FT PEDESTRIAN PASSAGEWAY @ BLDG. U1 1"=60'



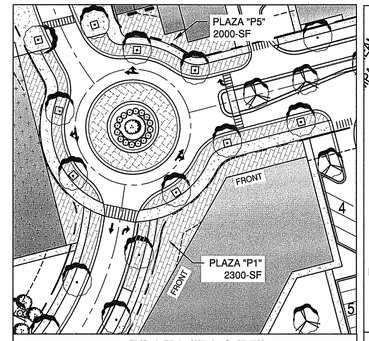
TYPICAL PLAZA "P1, P2, P4, P5, P6, P7"
NOT TO SCALE



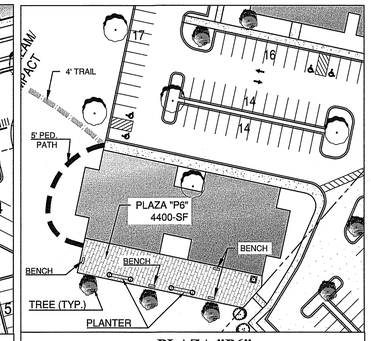
PLAZA "P2"
NOT TO SCALE



PLAZA "P4"
NOT TO SCALE



PLAZA "P1 & P5"
NOT TO SCALE



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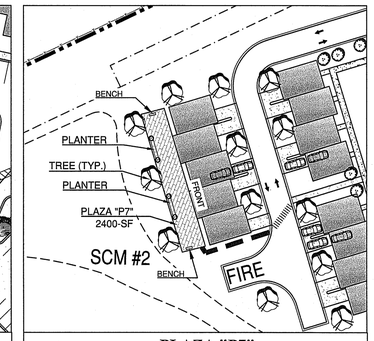
NOT TO SCALE



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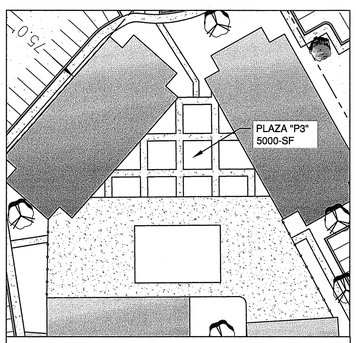
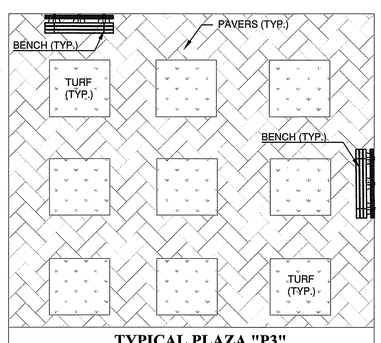
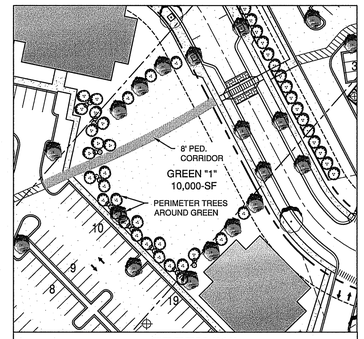
NOT TO SCALE



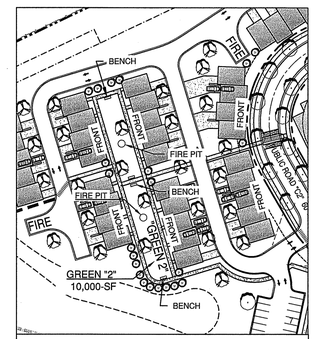
PLAZA "P3"
NOT TO SCALE



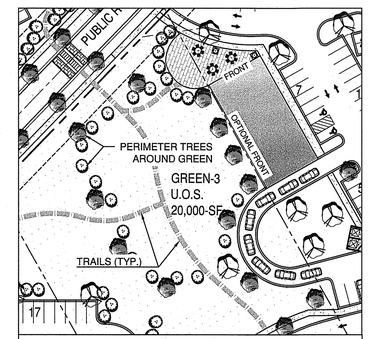
TYPICAL PLAZA "P3"
NOT TO SCALE



GREEN "1"
NOT TO SCALE



GREEN "2"
NOT TO SCALE



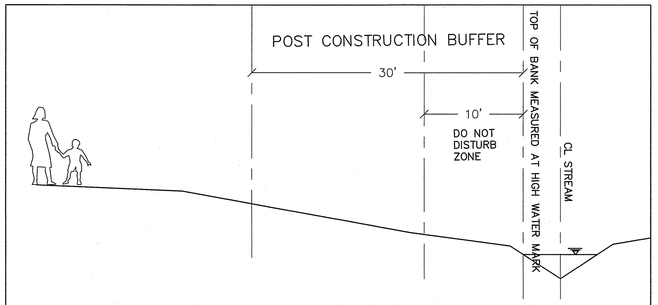
GREEN "3"
NOT TO SCALE

SEE ZONING ORDINANCE FOR TYPICAL "GREEN"

TYPE OF URBAN OPEN SPACE	SIZE OF U.O.S.	PARKING SPACES
PP1–PEDESTRIAN PASSAGEWAY @ U1	180–FT	0 PARKING IS PROVIDED THROUGHOUT THE DEVELOPMENT FOR ALL U.O.S.
P1–PLAZA @ U5	2300–SF	0
P2–PLAZA @ A1	4000–SF	0
P3–PLAZA @ R9 & R10	5000–SF	0
P4–PLAZA @ C4	2000–SF	0
P5–PLAZA @ M1	2000–SF	0
P6–PLAZA @ R11	4400–SF	0
P7–PLAZA @ R28	2400–SF	0
GREEN–1	10000–SF	0
GREEN–2	10000–SF	0
GREEN–3	20000–SF	0

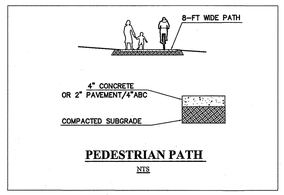
PARK SIZE = NO MIN. FOR MINI PARKS (LINEAR)
PLAZA SIZE = 2,000–SF, 30,000–SF MAX.
PEDESTRIAN PASSAGEWAY = NO SIZE REQUIREMENT
GREEN SIZE = NO SIZE REQUIREMENTS

SIZE OF URBAN OPEN SPACE SUBJECT TO CHANGE, HOWEVER MIN./MAX. SIZE REQUIREMENTS SHALL BE MET PER ORDINANCE.

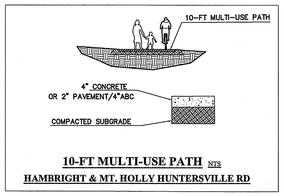


30-FT P.C. BUFFER CROSS SECTION

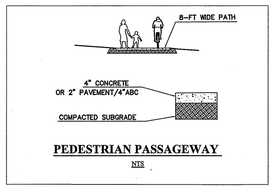
NTS



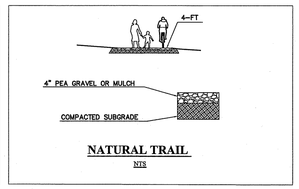
PEDESTRIAN PATH
NTS



10-FT MULTI-USE PATH NTS
HAMBRIGHT & MT. HOLLY HUNTERSVILLE RD



PEDESTRIAN PASSAGEWAY
NTS



NATURAL TRAIL
NTS

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info@woodbinedesign.com 704.315.5367 Cornelius, NC 28031
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NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 10061 PAUL DEE BURGESS, JR.
PRELIMINARY NOT FOR CONSTRUCTION

SEAL

WOODBINE DESIGN, P.C. CORPORATE NORTH CAROLINA SEAL NO: C-4063

NORTH ARROW

Project: TOWN 1 MIXED USE CENTER
Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title: DETIALS

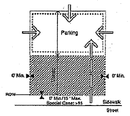
DEVELOPER/OWNER
HAMBRIGHT PARTNERS

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

Sheet: C9.1 of 12
Project Number: 21037

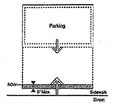
LOT TYPE / SHOP FRONT BUILDING

4.3 Lot Type / Shopfront Building
Building Placement/Parking/Vehicular Access.



1. Buildings shall be placed on the lot within the zone represented by the hatched area. In most cases, the build to line will range from 0' to 15' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback.
2. Building facades shall be generally parallel to frontage property lines.
3. Parking shall be located to the rear of the building; sideyard parking shall occupy no more than 25 percent of the primary frontage line and shall not be placed in an established sideyard abutting an intersecting street. Where dimensions of existing lots restrict parking behind buildings, the limitations on sideyard parking may be modified.
4. Points of permitted access to the parking indicated by arrows.
5. Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
6. Parking areas on adjacent lots shall be connected wherever practicable.
7. Trash containers shall be located in a rear parking area (see Parking Regulations).
8. Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.

Encroachment/Pedestrian Access to Building.



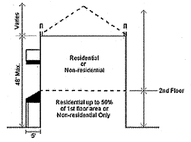
1. Balconies, bay windows, arcades, porches at an upper level and their supports at ground level, together with awnings above head height are permitted within the sidewalk as shown by the hatched area. Encroaching arcades should cover entire sidewalk.
2. Primary pedestrian access into the building shall be from the street frontage line (indicated by larger arrow). Secondary access may be from parking areas (indicated by smaller arrow).

Special Conditions.

1. The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
2. Drive-through customer services, if permitted in the district, must be located at the rear of the building or on a side which does not abut a street.
3. Setbacks at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
4. Within the limits described, front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. Squares or spatially defined plazas within building setback areas can act as focal points for pedestrians.

Description. The shopfront building is a small-scale structure which can accommodate a variety of uses. The structure is typically a maximum of 15,000 square feet. A group of shopfront buildings can be combined to form a mixed-use neighborhood center. Individual shopfront buildings can be used to provide some commercial service, such as a convenience food store, in close proximity to homes. Traditional commercial buildings in the old town provide good examples. Hotels, inns, and conference centers may be placed in shopfront or mixed-use buildings. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

4.4 Building Type / Shopfront Building
Permitted Height and Uses.



1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above, and are further controlled by district regulations.
5. Where an existing residential building converts to a mixed-use building, at least 40% of the habitable floors area shall be residential.

Architectural Standards.

Principles.

A. To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials.

B. Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Decorative metal panels such as Aluminum Composite Material (ACM) panels may be used as an accent or trim material and as cladding for building accent elements such as column wraps, entablature, canopies, and their supporting structure. Decorative metal panel accents, however, may not exceed 30% of any façade visible from the street.

C. The front elevations facing the street, and the overall massing shall communicate emphasis on the human scale and the pedestrian environment.

D. Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.

E. Shopfront Building Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

F. Trailers (mobile units) may not be used as permanent shopfront buildings.

Configurations.

A. Two wall materials may be combined horizontally on one facade. The "heavier" material should be below and can cover the first floor only (i.e. brick below wood siding).

B. Street level windows should be untinged. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location.

C. Windows shall be of square or vertical proportion. Special windows may be circular or regular polygons.

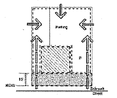
Techniques.

A. Windows should be set to the inside of the building face wall.

B. All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.

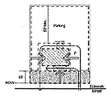
LOT TYPE / HIGHWAY COMMERCIAL

4.5 Lot Type / Highway Commercial
Building Placement/Parking/Vehicle Access.



1. Buildings shall be placed on the lot within zone represented by the hatched area. In most cases, the build to line will be 15' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback.
2. Setbacks may vary according to setting within limits indicated.
3. Building facades shall be generally parallel to frontage property lines.
4. Parking shall be located to the rear and/or side of the building. Except in the VS District, sideyard parking may occupy no more than 45% of the principal frontage line. In the VS District, sideyard parking may occupy 50% of the principal frontage line. Parking shall not be placed in any sideyard abutting an intersecting street. Where dimensions of existing lots restrict parking behind buildings, the limitations on sideyard parking may be modified.
5. Points of permitted access to the parking indicated by arrows.
6. Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
7. Parking areas on adjacent lots shall be connected wherever practicable.
8. Trash containers shall be located in a rear parking area (see Parking Regulations).
9. Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.

Vehicular Circulation/Pedestrian Access.



1. Main pedestrian access to the building may be from the side (indicated by the larger arrows). Secondary access must be from the street frontage (indicated by the smaller arrow).
2. Drive-throughs shall be located to the rear of the building.
3. Entrance canopies (for motels, etc.) shall face the street.
4. Typical vehicular circulation movement is indicated by thin line arrows.

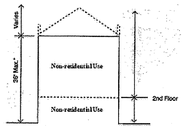
Special Conditions.

1. Buildings in all locations should relate a principal facade to the sidewalk and public space of the street.
2. Setback at street corners will generally replicate frontage conditions.

Description.

1. This building type generally comprises fast food retail, drive through banks, motels and other highway dependent uses. These regulations are designed to bring these building types into a framework of town streets. This building type shall be limited to the Highway Commercial, Campus Business, and Special Purpose Districts. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

4.6 Building Type / Highway Commercial
Permitted Height and Uses.



1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above, and are further controlled by zoning district standards.
5. Hotels in the Highway Commercial (HC) zoning district may exceed the maximum building height (shown above), not to exceed six (6) stories, subject to the provisions of Article 9.45.

Architectural Standards.

Principles.

A. Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not comprise a street fronting building face. Decorative metal panels such as Aluminum Composite Material (ACM) panels may be used as an accent or trim material and as cladding for building accent elements such as canopies and their supporting structure. However, decorative metal panel accents may not exceed 30% of any façade.

B. All walls not visible from a public right-of-way may be constructed of cinder block, bricks, wood or vinyl siding, or approved metal paneling but shall be painted to match the overall color scheme of the rest of the building.

C. Trailers (mobile units) may not be used as permanent highway commercial buildings.

Configurations.

A. Two wall materials may be combined horizontally on one façade. The "heavier" material should be below (i.e. brick below wood siding).

B. Street level windows should be untinted. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location.

Techniques.

A. All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.

PLOTTED: 4/11/2023
Z:\21037 - HAMBRIGHT ROAD
COMMERCIAL_CAD\DSA-BASE-HAMBRIGHT-4-3-23.DWG

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NORTH CAROLINA PROFESSIONAL SEAL 19031 ENGINEER PAUL DEE BURGESS
PRELIMINARY NOT FOR CONSTRUCTION

SEAL

WOODBINE DESIGN NORTH CAROLINA PROFESSIONAL SEAL NO: C-4063

NORTH ARROW

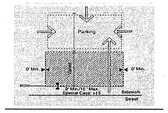
Project: TOWN 1 MIXED USE CENTER
Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title: BUILDING/LOT TYPES

DEVELOPER/OWNER
HAMBRIGHT PARTNERS

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

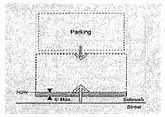
LOT TYPE / URBAN WORKPLACE

4.1 Lot Type / Urban Workplace
Building Placement/Parking/Vehicular Access.



1. Buildings shall be placed on the lot within the zone represented by the hatched area. In most cases, the build to line will range from 0' to 15' behind street right-of-way (ROW). Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback.
2. Building facades shall be generally parallel to frontage property lines. The façade shall be determined by the massing of the building.
3. Parking shall be located primarily to the rear of the building; sideyard parking shall occupy no more than 35% of the primary frontage line and shall not be placed in any sideyard abutting an intersecting street. Where dimensions of existing lots restrict parking behind buildings, the limitations on sideyard parking may be modified.
4. Points of permitted access to the parking indicated by arrows.
5. Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
6. Parking areas on adjacent lots shall be connected wherever practicable.
7. Trash containers shall be located in a rear parking area (see Parking Regulations) and shall be screened from the right-of-way.
8. Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.
9. Building facades at street frontage lines shall be pedestrian oriented and of pedestrian scale.

Encroachment/Pedestrian Access to Building.



1. Balconies, bay windows, arcades, porches at an upper level and their supports at ground level, together with awnings above head height (min. 7'-6") are permitted within the sidewalk as shown by the hatched area. Encroaching arcades should cover entire sidewalk.
2. Primary pedestrian access into the building shall be from the street frontage line (indicated by larger arrow). Secondary access may be from parking areas (indicated by smaller arrow).

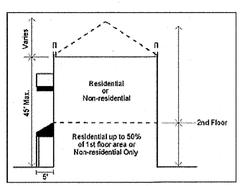
Special Conditions.

1. Buildings in all locations should relate the principal façade to the sidewalk and public space of the street.
2. Setback at street corners will generally replicate frontage conditions. Side setbacks on a minor street may be less than the front dimension.
3. Within the limits described, front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. For example, squares or spatially defined plazas within building setback areas can act as focal points for pedestrians.

Description. The workplace building may be a large structure (15,000+ square feet) and may have a single use/tenant. Office, industrial, and commercial tenants are typical. Southern mill villages often provide examples of how these buildings can reasonably coexist with other businesses and homes. Locke Mill Plaza, in Concord, provides a good example with its placement at the end of prestigious Union Street. These buildings are critical to the town as employment centers and commercial service locations. The buildings will provide space for industry, large offices, as well as hotels, conference facilities, and large retail uses such as a full-service grocery store. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

4.2 Building Type / Urban Workplace
Permitted Height and Uses.

MAX HEIGHT SHALL
VARY FOR URBAN
WORKPLACE



1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above, and are further controlled by zoning district standards.

Architectural Standards.

Principles.

A. To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are compatible to the historic architectural vocabulary of the area in their massing and external treatment.

B. Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not comprise a street fronting building face. Decorative metal panels, such as Aluminum Composite Material (ACM) panels, may be used as an accent or trim material and as cladding for building accent elements such as canopies and their supporting structure. However, decorative metal panel accents may not exceed 30% of any façade visible from the street.

C. The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.

D. Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.

E. Urban Workplace Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

F. Trailers (mobile units) may not be used as permanent workplace buildings.

Configurations.

A. Two wall materials may be combined horizontally on one facade. The "heavier" material should be below and can cover the first floor only (i.e. brick below wood siding).

B. Street level windows shall be untinted. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location.

C. Windows shall be of square or vertical proportion. Special windows may be circular or regular polygons.

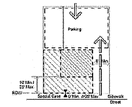
Techniques.

A. Windows should be set to the inside of the building face wall.

B. All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.

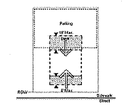
LOT TYPE / APARTMENT BUILDING

4.7 Lot Type / Apartment Building
Building Placement/Parking/Vehicle Access.



1. Buildings shall be placed on the lot within the zone represented within the hatched area.
2. In most cases, the build to line will be 15' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback. In urban conditions, apartments may be set up to the property line at the sidewalk, including corner conditions.
3. Building facades shall be generally parallel to front property lines. All buildings shall front onto a public street. All ground floor residential units with exterior access shall front a public street, unless specifically exempted by one of the provisions of Section 8.1.
4. Parking shall be located to the rear of the building.
5. Points of permitted access to the parking indicated by arrows.
6. Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
7. Trash containers shall be located in the rear parking area (see Parking Regulations).
8. Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.

Encroachment/Pedestrian Access.



1. For buildings set back from sidewalk, balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into setback area up to 8'.
2. Attached decks are permitted to encroach into the rear setback up to 15 feet.
3. For buildings set up to the sidewalk, upper level balconies, bay windows and their supports at ground level may encroach a maximum of 5'0" over the sidewalk.
4. Main pedestrian access to the building and to individual units is from the street (indicated by larger arrow), unless specifically exempted by one of the provisions of Section 8.1. Secondary access may be from parking areas (indicated by smaller arrow).

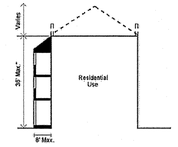
Description. The apartment building is a residential building accommodating several households. In traditional towns, this building type coexists with a variety of other building types. A successful contemporary design permits its integration with other residential types through the coordination of site and building design (see Architectural Regulations). Apartment complexes should be one or more separated buildings similar in their scale on the public street to large detached housing. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

Special Conditions:

1. The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
2. Corners: Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
3. Within the limits described, front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. Squares or spatially defined plazas within building setback areas can act as focal points for pedestrians.

4.8 Building Type / Apartment Building
Permitted Height and Uses.

MAX HEIGHT SHALL
VARY FOR TOD-R



1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, or, if alternate frontage conditions from the constructed portion of a greenway along or within the project boundary, are provided, as permitted under Section 8.1.4, height may be measured from the highest finished grade of the side of the building opposite the greenway alternative frontage, up to the eaves. If building height is measured from the highest finished grade of the side of the building opposite the greenway alternative frontage, no more than one (1) additional story on the greenway side of the building may result from this arrangement.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above.

Architectural Standards.

Principles.

A. To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials.

B. The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.

C. Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.

D. Building silhouettes should be generally consistent. The scale and pitch of roof lines should thus be similar across groups of buildings.

E. Apartment Building Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

F. Porches should form a predominant motif of house designs and be located on the front or to the side of the dwelling. When attached to the front, they should extend over at least 15% of the front facade. All porches should be constructed of materials in keeping with those of the main building.

G. Front loaded garages, if provided, shall meet the standards of Section 8.16.

H. At a minimum, the Americans with Disabilities Act standards for accessibility shall be met.

Configurations.

A. Main roofs on residential buildings shall either be flat or symmetrical gables or hips with a pitch of between 4:12 and 12:12. Monopitch (shed) roofs are allowed only if they are attached to the wall of the main building. No monopitch shall be less than 4:12. All accessory buildings shall have roof pitches that conform to those of the main building.

B. Balconies should generally be simply supported by posts and beams. The support of cantilevered balconies should be assisted by visible brackets.

C. Two wall materials may be combined horizontally on one facade. The "heavier" material should be below.

D. Exterior chimneys should be finished in brick or stucco.

Techniques.

A. Overhanging eaves may expose rafters.

B. Flush eaves should be finished by profiled molding or gutters.

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PRELIMINARY
NOT FOR
CONSTRUCTION

SEAL

NORTH ARROW

Project
TOWN 1 MIXED USE CENTER
Location
11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title
BUILDING/LOT TYPES

DEVELOPER/OWNER
HAMBRIGHT PARTNERS

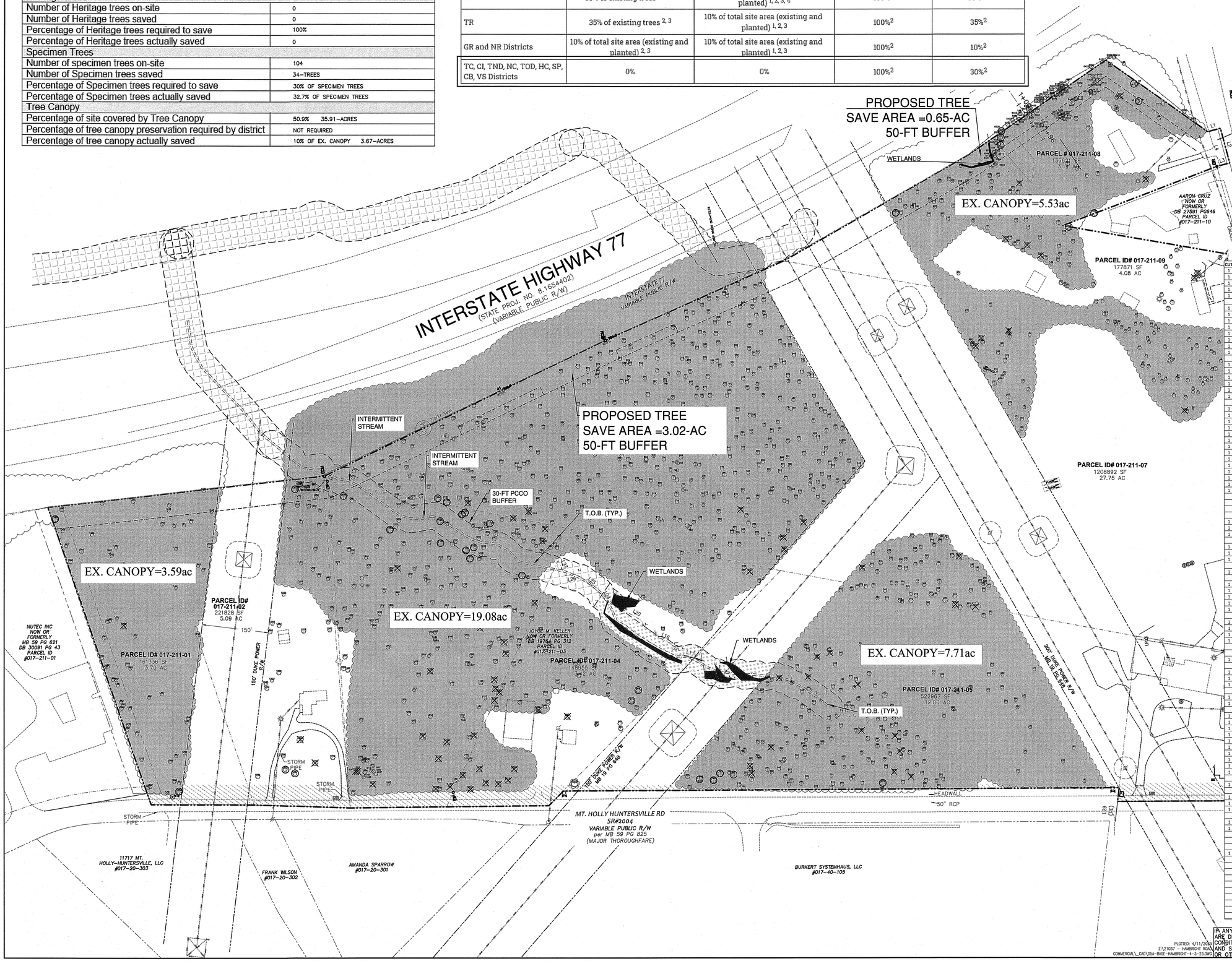
Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

Tree Preservation and Canopy (Z.O. Article 7.4)

Has this site been forested or cleared in the past three years ___Yes ✓No

Heritage Trees	
Number of Heritage trees on-site	0
Number of Heritage trees saved	0
Percentage of Heritage trees required to save	100%
Percentage of Heritage trees actually saved	0
Specimen Trees	
Number of specimen trees on-site	104
Number of Specimen trees saved	34–TREES
Percentage of Specimen trees required to save	30% OF SPECIMEN TREES
Percentage of Specimen trees actually saved	32.7% OF SPECIMEN TREES
Tree Canopy	
Percentage of site covered by Tree Canopy	50.9% 35.91–ACRES
Percentage of tree canopy preservation required by district	NOT REQUIRED
Percentage of tree canopy actually saved	10% OF EX. CANOPY 3.67–ACRES

Zoning District	Minimum Tree Preservation Required			
	Existing canopy ≥ 10% of total site area	Existing canopy < 10% of total site area	Heritage Trees	Specimen Trees
R	50% of existing trees [2, 3, 4]	10% of total site area (existing and planted) [1, 2, 3, 4]	100%[2]	50%[2,4]
TR	35% of existing trees [2, 3]	10% of total site area (existing and planted) [1, 2, 3]	100%[2]	35%[2]
GR and NR Districts	10% of total site area (existing and planted) [2, 3]	10% of total site area (existing and planted) [1, 2, 3]	100%[2]	10%[2]
TC, CI, TND, NC, TOD, HC, SP, CB, VS Districts	0%	0%	100%[2]	30%[2]



LEGEND

- EXISTING TREE CANOPY =
- PROPOSED TREE SAVE =
- SPECIMEN TREE SAVED =
- SPECIMEN TREE REMOVED =

TREE SPECIMEN TABLE

CUT	POINT #	SAVE	SHEET	NORTHING	EASTING	SIZE	TYPE	CATEGORY	Class
1	24		7	597031.718	1448572.53	24"	OAK	Hardwood	Specimen
1	28		7	597040.097	1448562.89	24"	OAK	Hardwood	Specimen
1	61		7	597110.519	1448271.2	15"	WILD CHERR	Understory	Specimen
1	63		7	597112.749	1448800.12	24"	OAK	Hardwood	Specimen
1	74		7	597139.171	1448994.27	24"	OAK	Hardwood	Specimen
	106	1	7	597239.988	1448744.24	30"	OAK	Hardwood	Specimen
1	145		7	597375.034	1448668.57	24"	OAK	Hardwood	Specimen
1	151		7	597401.192	1448696.3	24"	OAK	Hardwood	Specimen
1	183		7	597473.496	1448513.24	12"	BEECH	Under	Specimen
1	207		7	597509.306	1448793.5	12"	WILD CHERR	Understory	Specimen
1	222		7	597538.792	1448506.68	24"	POPLAR	Hardwood	Specimen
1	229		7	597553.634	1448490.46	24"	POPLAR	Hardwood	Specimen
1	270		6	597648.569	1447910.24	48"	OAK	Hardwood	Specimen
1	275		6	597667.071	1448028.7	24"	OAK	Hardwood	Specimen
	280	1	7	597683.345	1448816.89	24"	POPLAR	Hardwood	Specimen
1	284		6	597692.084	1447923.38	30"	OAK	Hardwood	Specimen
1	346		6	597853.86	1447555.96	20"	BEECH	Under	Specimen
1	361		6	597871.341	1447615.65	15"	BEECH	Under	Specimen
1	365		6	597874.924	1447651.58	15"	BEECH	Under	Specimen
1	372		6	597886.781	1448038.07	24"	OAK	Hardwood	Specimen
1	374		6	597889.844	1447573.03	18"	BEECH	Under	Specimen
	402	1	6	597919.549	1447551.47	24"	PINE	Softwood	Specimen
1	419		6	597938.762	1447780.19	24"	BEECH	Under	Specimen
1	430		6	597947.756	1447676.73	12"	BEECH	Under	Specimen
1	470		6	597985.115	1447860.82	18"	QUAD BEECH	Understory	Specimen
1	480		5	598001.069	1448161.68	24"	OAK	Hardwood	Specimen
1	497		6	598019.575	1447856.43	18"	BEECH	Under	Specimen
1	533		6	598047.16	1447814.35	18"	WILD CHERR	Understory	Specimen
1	539		5	598051.976	1448134.85	24"	POPLAR	Hardwood	Specimen
1	542		5	598054.104	1448107.87	24"	OAK	Hardwood	Specimen
1	599		6	598111.878	1447823.14	24"	MAPLE	Hardwood	Specimen
1	635		5	598136.757	1448212.43	24"	OAK	Hardwood	Specimen
1	637		5	598138.182	1448071.65	24"	OAK	Hardwood	Specimen
1	654		6	598155.572	1447672.84	24"	PINE	Softwood	Specimen
1	713		6	598209.049	1447638.37	24"	POPLAR	Hardwood	Specimen
1	714		6	598209.28	1447621.93	30"	POPLAR	Hardwood	Specimen
	752	1	6	598250.461	1447625.6	42"	POPLAR	Hardwood	Specimen
	783	1	6	598278.047	1447632.61	30"	POPLAR	Hardwood	Specimen
	795	1	6	598296.07	1447620.29	24"	POPLAR	Hardwood	Specimen
	820	1	6	598326.12	1447626.62	30"	POPLAR	Hardwood	Specimen
1	984		4	598580.495	1448240.74	30"	OAK	Hardwood	Specimen
1	989		4	598590.473	1448214.7	24"	OAK	Hardwood	Specimen
1	997		4	598598.616	1447814.8	24"	MAPLE	Hardwood	Specimen
	1002	1	4	598607.207	1447662.93	48"	OAK	Hardwood	Specimen
1	1005		4	598610.705	1448284.53	24"	OAK	Hardwood	Specimen
1	1018		4	598630.814	1448080.26	24"	OAK	Hardwood	Specimen
1	1031		4	598647.912	1448275.55	24"	OAK	Hardwood	Specimen
	1032	1	4	598649.027	1448145.77	30"	POPLAR	Hardwood	Specimen
1	1036		4	598660.942	1447840.81	24"	OAK	Hardwood	Specimen
	1066	1	4	598703.783	1448272.52	24"	POPLAR	Hardwood	Specimen
1	1073		4	598713.28	1447977.03	30"	OAK	Hardwood	Specimen
1	1074		4	598713.385	1448033.41	30"	OAK	Hardwood	Specimen
1	1088		4	598736.412	1447717.5	30"	OAK	Hardwood	Specimen
1	1097		4	598742.174	1447893.65	24"	OAK	Hardwood	Specimen
1	1098		4	598743.319	1448326.15	24"	OAK	Hardwood	Specimen
	1101	1	4	598747.043	1448224.96	24"	POPLAR	Hardwood	Specimen
1	1104		4	598748.658	1447922.78	30"	OAK	Hardwood	Specimen
1	1105		4	598748.892	1447903.02	24"	OAK	Hardwood	Specimen
1	1110	1	4	598755.139	1447694.46	30"	OAK	Hardwood	Specimen
1	1111		4	598755.235	1447877.78	30"	OAK	Hardwood	Specimen
	1112	1	4	598758.983	1448200.93	24"	OAK	Hardwood	Specimen
	1114	1	4	598760.649	1448302.57	24"	OAK	Hardwood	Specimen
1	1115		4	598760.982	1448043.5	24"	OAK	Hardwood	Specimen
	1116	1	4	598765.047	1448222.04	24"	OAK	Hardwood	Specimen
1	1122		4	598777.31	1447688.71	24"	OAK	Hardwood	Specimen
1	1128		4	598790.011	1448336.28	30"	OAK	Hardwood	Specimen
1	1142		4	598805.485	1447695.96	24"	OAK	Hardwood	Specimen
	1146	1	4	598812.659	1448294.95	24"	POPLAR	Hardwood	Specimen
1	1147		4	598813.995	1447806.75	24"	OAK	Hardwood	Specimen
1	1149		4	598814.056	1447730.11	24"	OAK	Hardwood	Specimen
	1151	1	4	598818.769	1448246.75	24"	HICKORY	Hardwood	Specimen
1	1166		4	598841.79	1447689.03	30"	OAK	Hardwood	Specimen
1	1171		4	598853.613	1447722.93	24"	OAK	Hardwood	Specimen
1	1189		4	598876.715	1447801.91	30"	OAK	Hardwood	Specimen
1	1191		4	598880.121	1448083.87	24"	OAK	Hardwood	Specimen
1	1192		4	598883.651	1448083.18	24"	POPLAR	Hardwood	Specimen
1	1196		4	598886.132	1447702.43	27"	OAK	Hardwood	Specimen
1	1199		4	598887.765	1447965.28	24"	MAPLE	Hardwood	Specimen
1	1210		4	598901.236	1447768.2	30"	OAK	Hardwood	Specimen
1	1222		4	598919.27	1447701.96	24"	OAK	Hardwood	Specimen
1	1224		4	598924.07	1448206.93	30"	TWIN OAK	Hardwood	Specimen
	1225	1	4	598926.797	1448234.79	24"	OAK	Hardwood	Specimen
1	1226		4	598928.22	1447823.4	30"	OAK	Hardwood	Specimen
	1256	1	4	599018.773	1448386.45	24"	POPLAR	Hardwood	Specimen
1	1276		3	599057.742	1447735.08	24"	GUM	Hardwood	Specimen
1	1298		3	599086.586	1447769.72	24"	MAPLE	Hardwood	Specimen
1	1300		3	599089.676	1447769.33	30"	TWIN MAPLE	Hardwood	Specimen
	1312	1	3	599124.448	1448419.38	24"	OAK	Hardwood	Specimen
1	1321		3	599178.402	1447803.52	24"	OAK	Hardwood	Specimen
1	1323		3	599203.064	1447860.8	30"	OAK	Hardwood	Specimen
	1327	1	3	599227.612	1447787.15	30"	PINE	Softwood	Specimen
	1331	1	3	599247.403	1447800	24"	PINE	Softwood	Specimen
	1356	1	3	599491.811	1447789.45	24"	PINE	Softwood	Specimen
1	1368		3	599553.318	1448178.62	24"	OAK	Hardwood	Specimen
	1399	1	3	599670.223	1448440.93	24"	GUM	Hardwood	Specimen
	6504	1	7	597427.068	1448931.85	48"	OAK	Hardwood	Specimen
	6500	1	7	597417.832	1448960.58	30"	OAK	Hardwood	Specimen
	6411	1	7	597103.362	1448976.28	24"	OAK	Hardwood	Specimen
	6502	1	7	597421.743	1448944.75	24"	GUM	Hardwood	Specimen
	6414	1	7	597098.196	1449014.3	24"	OAK	Hardwood	Specimen
	1144	1	4	598808.725	1448346.21	27"	OAK	Hardwood	Specimen
	126	1	7	597301.832	1448720.39	27"	GUM	Hardwood	Specimen
	898	1	4	598431.631	1447847.21	26"	OAK	Hardwood	Specimen
	914	1	4	598449.647	1447826.54	25"	OAK	Hardwood	Specimen

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IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

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NORTH CAROLINA PROFESSIONAL SEAL 10051 ENGINEER PAUL DEE BURGESS
PRELIMINARY NOT FOR CONSTRUCTION
SEAL

NORTH CAROLINA PROFESSIONAL SEAL DESIGN FIRM C-4063 ENGINEERING
SEAL No: C-4063

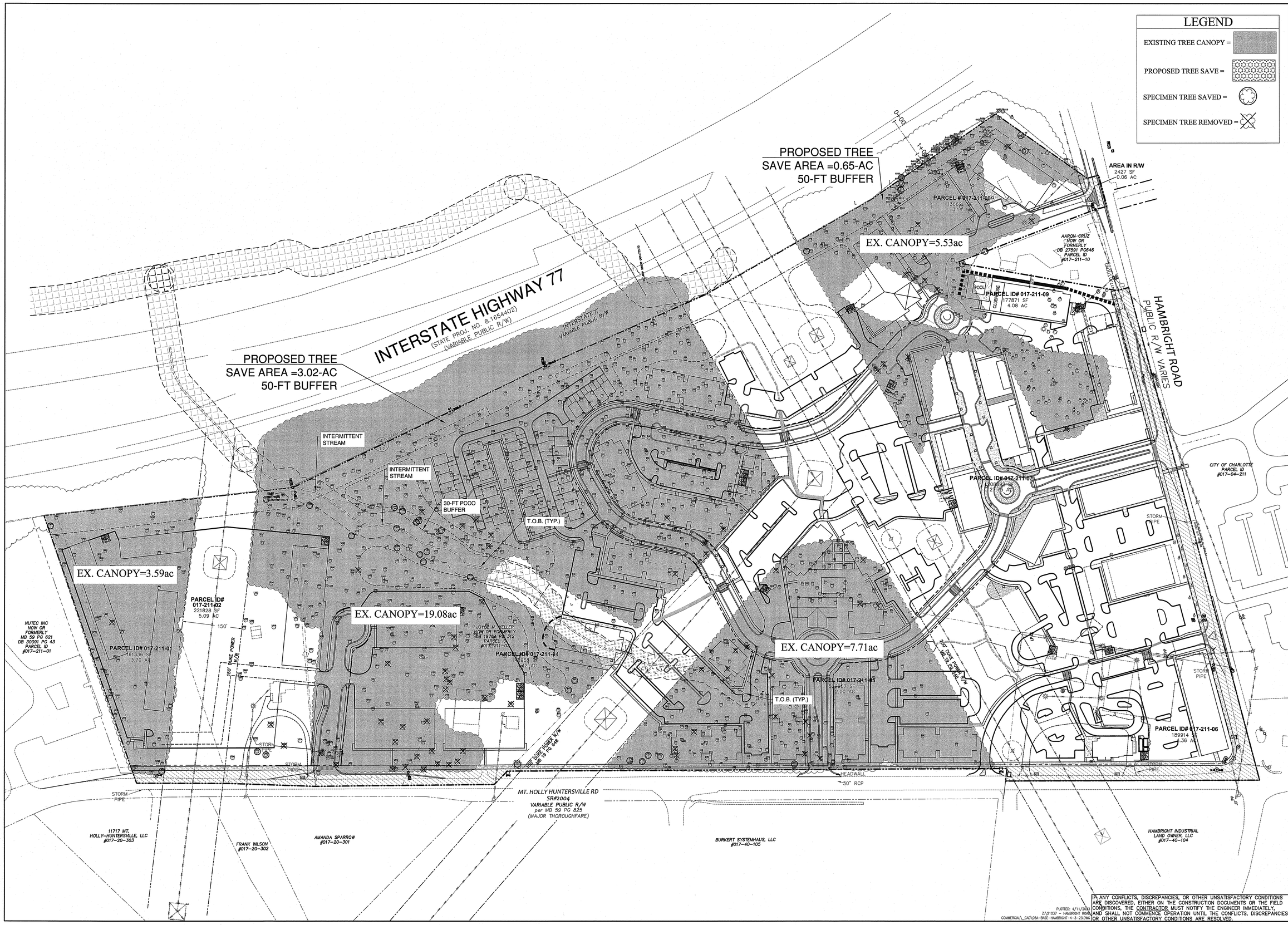
NORTH ARROW
0 50 100 200
Graphic Scale 1" = 100 ft.

Project: TOWN 1– MIXED USE DEVELOPMENT
Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title: TREE SAVE/EXIST. CONDITIONS

DEVELOPER/OWNER
TREENAIL DEVELOPMENT
428 S. MAIN ST., STE B–101
DAVIDSON, NC 28036

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

Sheet: C11 of 12
Project Number: 21037



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NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 049 JOHN PAUL MOORE
PRELIMINARY NOT FOR CONSTRUCTION

SEAL

WOODBINE DESIGN PROFESSIONAL ENGINEERING NORTH CAROLINA
SEAL NO: C-4063

NORTH ARROW

Graphic Scale 1" = 100 ft.

Project
TOWN 1- MIXED USE DEVELOPMENT
Location
11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078
Sheet Title
TREE OVERLAY

DEVELOPER/OWNER
TREENAIL DEVELOPMENT
428 S. MAIN ST., STE B-101
DAVIDSON, NC 28036

Designed By	WOODBINE
Drawn By	WOODBINE
Date	4/11/23
Revisions	

Sheet: C11.1 of 12
Project Number: 21037

LEGEND

EXISTING SLOPE = 15%

PCO BUFFER =

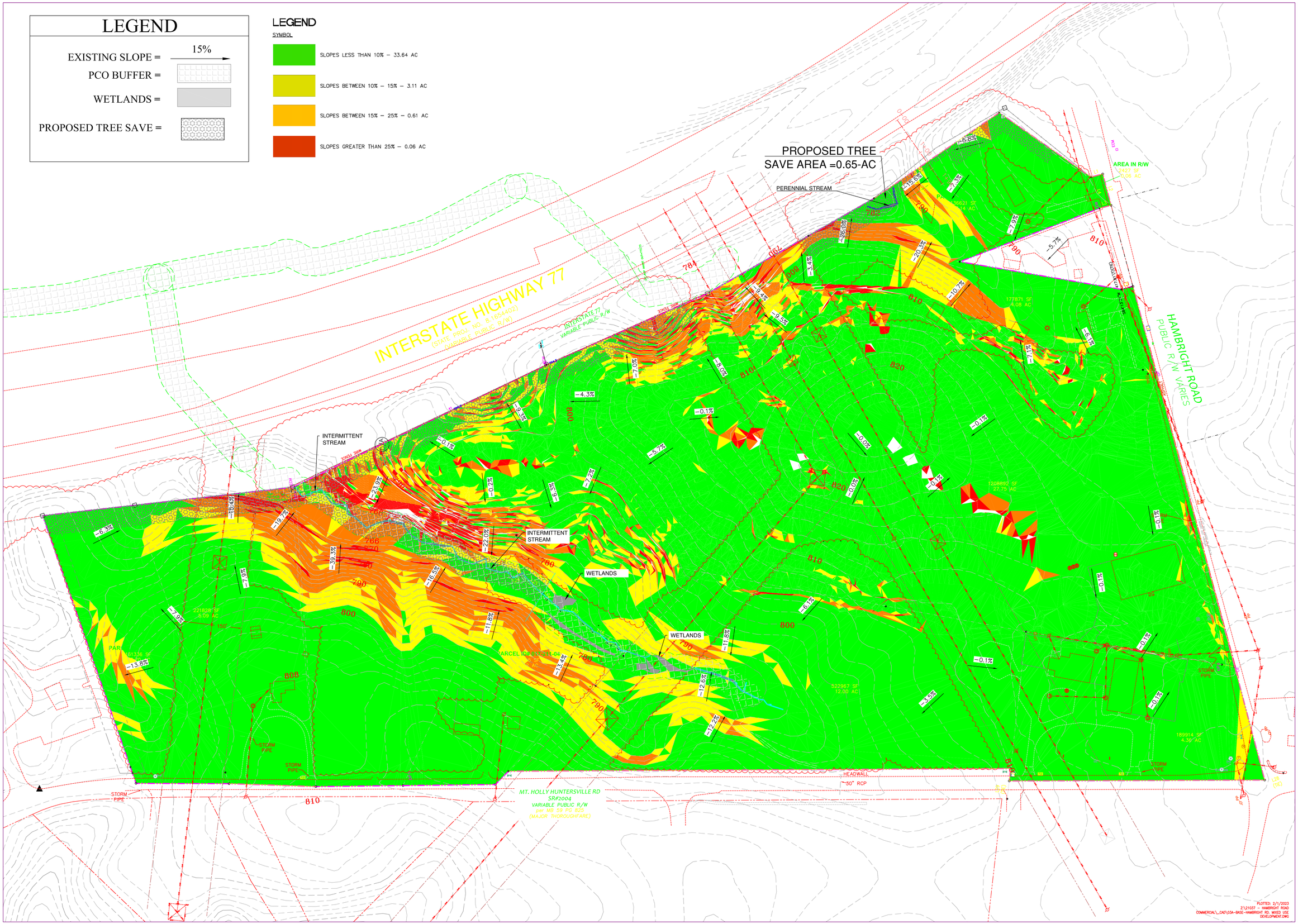
WETLANDS =

PROPOSED TREE SAVE =

LEGEND

SYMBOL

- SLOPES LESS THAN 10% – 33.64 AC
- SLOPES BETWEEN 10% – 15% – 3.11 AC
- SLOPES BETWEEN 15% – 25% – 0.61 AC
- SLOPES GREATER THAN 25% – 0.06 AC



Woodbine Design, P.C.
Land planning & civil engineering
blending ⊙ nature & man
www.woodbinedesign.com 980.722.2669 20816 N. Main Street, Suite 204
info@woodbinedesign.com 980.722.2669 Cornelius, NC 28031
pwood@woodbinedesign.com 704.315.8367

PRELIMINARY NOT FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL SEAL 036363 ENGINEER PAUL WOODBINE BURGESS

SEAL

SEAL NO: C-4063

NORTH ARROW

0 50 100 200

Graphic Scale 1" = 100 ft.

Project: TOWN 1 – MIXED USE DEVELOPMENT

Location: 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078

Sheet Title: SLOPE ANALYSIS

DEVELOPER/OWNER

TREENAIL DEVELOPMENT
428 S. MAIN ST., STE B-101
DAVIDSON, NC 28036

Designed By	WOODBINE
Drawn By	WOODBINE
Date	2/1/23
Revisions	

Sheet: C12 of 12

Project Number: 21037

TOWN 1

Architectural Scheme

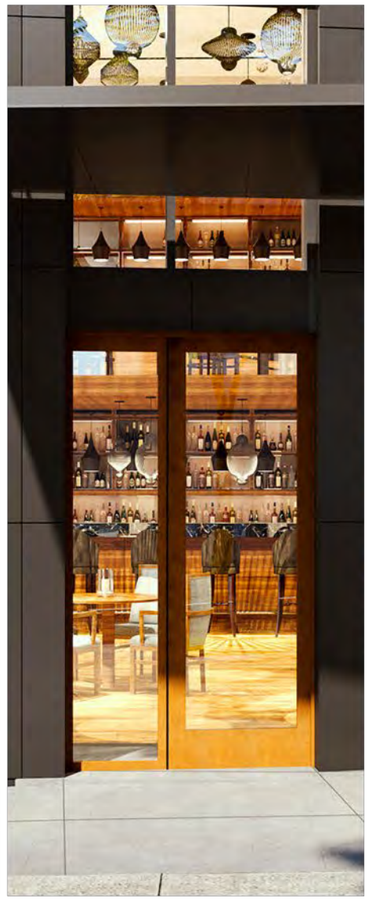
modern URBAN community

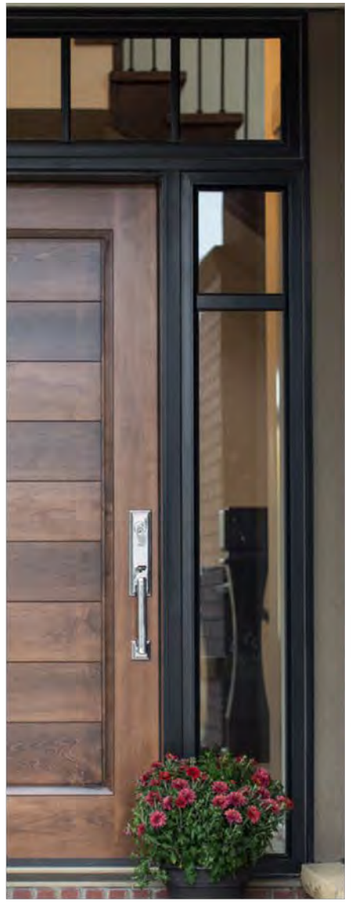
TOWN 1

modern FARMHOUSE living

TOWN 1

Material + **design**

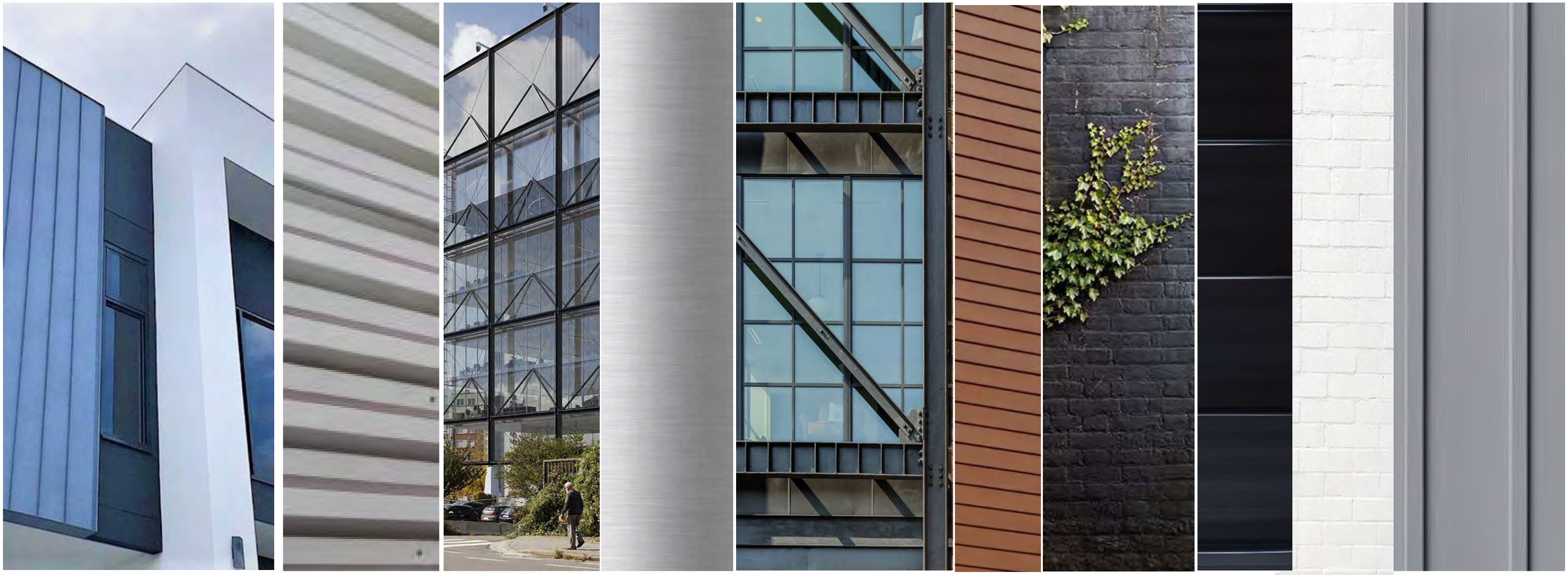




COMMERCIAL TO RESIDENTIAL:
A SOPHISTICATED PALETTE OF MATERIALS, COLORS, AND TEXTURES TIES THE DEVELOPMENT TOGETHER.

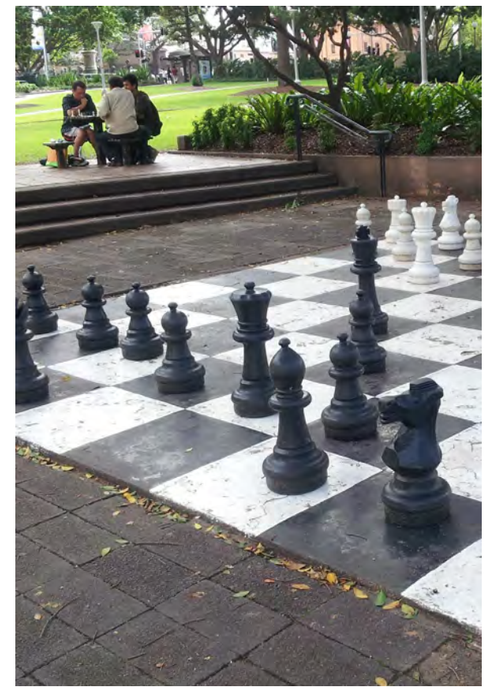
TOWN 1

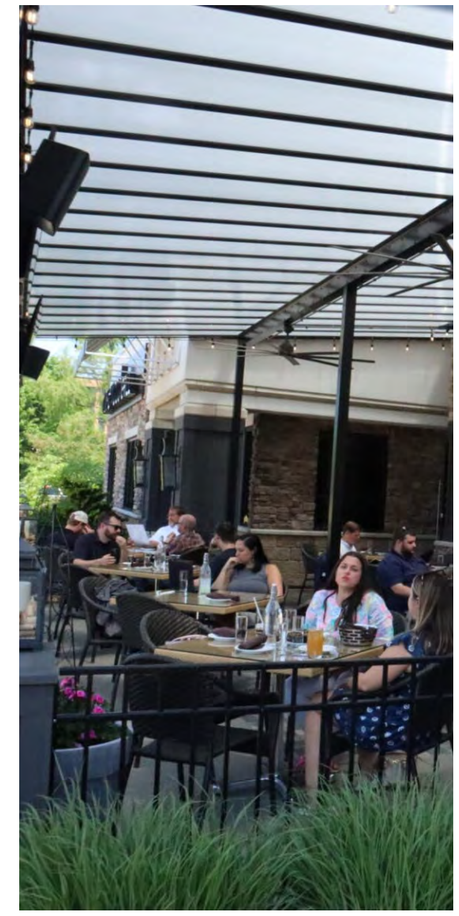
Material + **design**



A CLASSIC MODERN VIBE WEAVES ITS WAY FROM THE OFFICE BUILDING INTO THE CONTEMPORARY RETAIL DISTRICT AND CONTINUES THROUGH THE RESIDENTIAL MODERN FARMHOUSE.

TOWN 1





street life

COMMUNITY . CONNECTIVITY . PLACE

TOWN 1

retail life

TOWN 1

STREET ENGAGED WITH MODERN CLEAN LINES, LAYERING OF MATERIAL AND TEXTURES

office **life**

TOWN 1

CLASSIC MODERN DESIGN, MATERIAL AND TEXTURES

retail outparcel **life**

TOWN 1

ENGAGING STREET FRONTS, EASY ACCESS WITH A CONTEMPORARY FLARE.
BUILDING EXTERIORS SHALL INCORPORATE SELECT ELEMENTS OF THE MATERIALS AND DESIGN UTILIZED IN THE OVERALL PROJECT.

urban flat **life**

LIVE CONNECTED TO WORK AND PLAY

TOWN 1

walk up **life**

TOWN 1

MODERN FARMHOUSE VIBE WITH ACCESS TO THE URBAN LIFE

industrial **life**

TOWN 1

CLEAN MODERN MATERIALS AND SHAPES WITH A COHESIVE COLOR PALETTE

Proposed site **views**

TOWN 1

An active **community**

retail **life**

TOWN 1

EXAMPLE VIEW – ACCESS #2

retail **life**

TOWN 1

EXAMPLE VIEW - PLAZA

retail **life**

EXAMPLE VIEW - PEDESTRIAN VILLAGE

TOWN 1

bhm

retail **life**

TOWN 1

EXAMPLE VIEW - PEDESTRIAN CORRIDOR

work life

TOWN 1

EXAMPLE VIEW - OFFICE

retail **outparcel**

EXAMPLE VIEW – C8

TOWN 1

View from Hambright Road

urban flat **life**

EXAMPLE VIEW – BUILDING U2

View from parking

Entry view from Hambright

walk-up home **life**

TOWN 1

EXAMPLE VIEW – ACCESS #5

home **life**

TOWN 1

EXAMPLE VIEW – TOWNHOMES

industrial **life**

TOWN 1

EXAMPLE VIEW – ACCESS #6

TOWN 1

bhm ARCHITECTS PA
bartlett hartley & mulkey

Huntersville
NORTH CAROLINA

TREENAIL DEVELOPMENT
• 2014 •

January 18, 2023

Mr. Peyton Woody
Woodbine Design, PC
20816 North Main Street
Suite 204
Cornelius, NC 28031

SUBJECT: PRELIMINARY CAP REVIEW
TOWN-1 MIXED USE DEVELOPMENT
17301 OLD STATESVILLE ROAD, CHARLOTTE, NC 28078

After an analysis by Charlotte Water's Capacity Assurance Program (CAP) of the sanitary sewer system associated with the proposed **TOWN-1 MIXED USE DEVELOPMENT**, it was determined that there is currently sufficient capacity within the existing public gravity sewer, to accommodate the proposed sewer flow (**101,310** *gallons per day*), at the connection point(s) indicated on the submitted exhibit plan for transmission to the ***McDowell Creek*** *Wastewater Treatment Plant;(*NPDES permit number **NC0036277**),

Please note that availability of flow is subject to change, and this **PRELIMINARY CAP REVIEW (Pre-CAP), does not guarantee future capacity and does not reserve capacity in the public sewer system. A full CAP application with a fully engineered site utility plan must be submitted and the full CAP application must be approved to reserve sewer capacity for this project**. **A Capacity reservation is required prior to Charlotte Water providing service**. Please contact New Services at 704-432-2854 for official submittal guidelines to the Capacity Assurance Program.

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

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

The applicant should understand that this letter is not an authorization to construct or extend private water or sewer systems, as the appropriate local or State permits are required prior to construction.
The analysis performed determines available capacity within the existing public gravity sewer system. The development is responsible for any additional private or public sewer infrastructure required to convey flow from the proposed development to the existing public sewer.

If you have any questions, please do not hesitate to contact me at (704) 432-5801.

Sincerely,

Guillermo Anzola

Guillermo Anzola / *Engineering Assistant*
CHARLOTTE WATER / charlottewater.org

February 1, 2023

SUBJECT: Notice of neighborhood meeting for information related to Petition Number R22-07, a Conditional Rezoning of approximately 69.41 acres on the northeast side of the intersection at Mt. Holly-Huntersville Road and Hambright Road, Huntersville, NC. The parcels are 01721101, 01721102, 01721103, 01721104, 01721105, 01721106, 01721107, 01721108 and 01721109. The property owners of the subject property are listed on the attached Exhibit A. The Applicant of the subject parcels is Treenail Development, Inc.

To Whom It May Concern:

Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject properties, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the meeting is to provide an opportunity for the Applicant/Developer to describe the proposed project and to answer any questions you may have. The Applicant/Developer is requesting approval from the Town to amend the current zoning districts from Corporate Business (CB) and Special Purpose Conditional Use (SP(CD)) to Transit-Oriented Development – Residential Conditional Use (TOD-R(CD)), Highway Commercial Conditional Use (HC(CD)) and Special Purpose Conditional Use (SP(CD)).

MEETING DETAILS:
6:00 P.M. to 7:00 P.M.
Wednesday, February 15, 2023
Clutch Studios
11101 Hambright Road
Huntersville, NC 28078

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

Sincerely,

Benjaman L. Geisler, President
Treenail Development, Inc.

EXHIBIT A

Parcel ID Numbers

Parcel Number	Owner
01721101 & 01721102	John W. Dellinger
01721103	Joyce McKinney Keller Revocable Trust
01721104	Catawba Properties Investments, LLC
01721105	Hambright Partners, LLC
01721106	Clutch Investments of North Carolina LLC
01721107	SB Land LLC
01721108	VR Property Development, LLC
01721109	John W. Benjamin & Elaine S. Benjamin

Community Meeting Attendance Log

Project Name:	R22-07 Town 1 Mixed Use Center
Location of Meeting:	Clutch Studios, 11101 Hambright Road, Huntersville, NC 28078
Date:	Wednesday, February 15, 2023
Time:	6:00 PM

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

1 Johnny Wallinger
2 Terry E. Deweese
3 [illegible]
4 [illegible]
5 Jordan Jackson
6 Dietrich Glass
7 Jamie Harris
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R22-07 TOWN-1 Mixed Use Center Rezoning

Neighborhood Meeting Report

Date: February 15, 2023
Time: 6:00pm-7:00pm
Location: Clutch Studios, 11101 Hambright Road, Huntersville, NC 2878

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

Comments

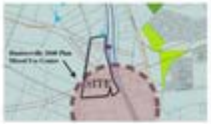
- Property owners of the property that is the subject of the rezoning proposal discussed the proposed uses for their property with the Applicant, including future office, urban multifamily, walk-up multifamily, retail, restaurant, neighborhood services, light industrial and storage uses.
- Applicant highlighted key areas of the project including the walkable "main street" atmosphere at the heart of the project as well as the various green spaces.
- Attendees discussed the history of the property.
- General enthusiasm for the project because of the added neighborhood services and shopping options.
- General questions regarding any potential traffic increases.
- Neighbors (Burkert Systems) were excited to have a place within walking distance to eat and take a break from work.
- Some attendees were unaware of the future CATS park and ride station going into the area.
- Attendees mentioned other mixed-use projects in the I-485/I-77 corridor of Huntersville.
- Some neighbors requested an explanation about the function of the storm water ponds.
- Attendees commented that they knew this property would be developed sooner or later and are excited to see the plan progress.
- Applicant specifically highlighted all the entrances and exits of the project and vehicular and pedestrian ingress and egress.

Questions

1. Has a TIA been completed for the project? **The TIA is currently being completed and the draft should be ready in March.**
2. What does the project timeline look like? **The project is currently on track for a May rezoning vote; permitting and construction plans will take at least 12 months; another 12-24 months to build out the first section of the development, with some parcels taking 5-7 years to complete.**
3. What is the CATS station? **It is a CATS park and ride station.**
4. Traffic
    - How will traffic impacts be dealt with? **Applicant will have those recommendations once the TIA is completed.**
    - Is there a way to make a pedestrian crossway across Mount Holly Huntersville Road? **Applicant will look into this possibility.**
    - What will the TIA recommend for the intersection at Hambright Road and Mt. Holly-Huntersville? **Applicant will know more once the TIA is completed.**
5. Has an environmental impact study been conducted? **It is currently in process.**
6. Do you know who the tenants are? **Tenants are not decided yet, discussions will progress as the project moves forward.**

7. How many people will be employed as a result of this? **Difficult to tell until the tenants are decided.**
8. What is the makeup of the sidewalks that surround the property? **Portions are 10-foot wide multi-use paths.**
9. Has the Applicant acquired all the land? **Applicant has acquired most of the property.**
10. What is the timeline for the rezoning process? **The draft TIA will be completed in March, Public Hearing is scheduled for April 3rd, Planning Board April 25th, Town Board vote May 15th.**
11. Will neighbors get another notice for the future meetings? **If the neighbors received a notice for the Neighborhood Meeting then they will also receive notice from the Town for the public hearing.**
12. What is a mixed-use node over this area as shown on the Future Land Use Map? **These areas contain vertical mixed-use along key frontages, with high walkability, buildings close to the street, and parking located in the rear. A higher intensity mix of housing options is also recommended.**
13. What does the TIA do? **The TIA will study potential impacts of the project on nearby intersections and recommend ways to mitigate those impacts.**
14. When are the ballfields going in? **No definite timetable as of right now but will get more information.**

VICINITY MAP n.t.s.



TOWN 1

Huntersville
NORTH CAROLINA

TREENAIL
DEVELOPMENT
2014

SITE LEGEND

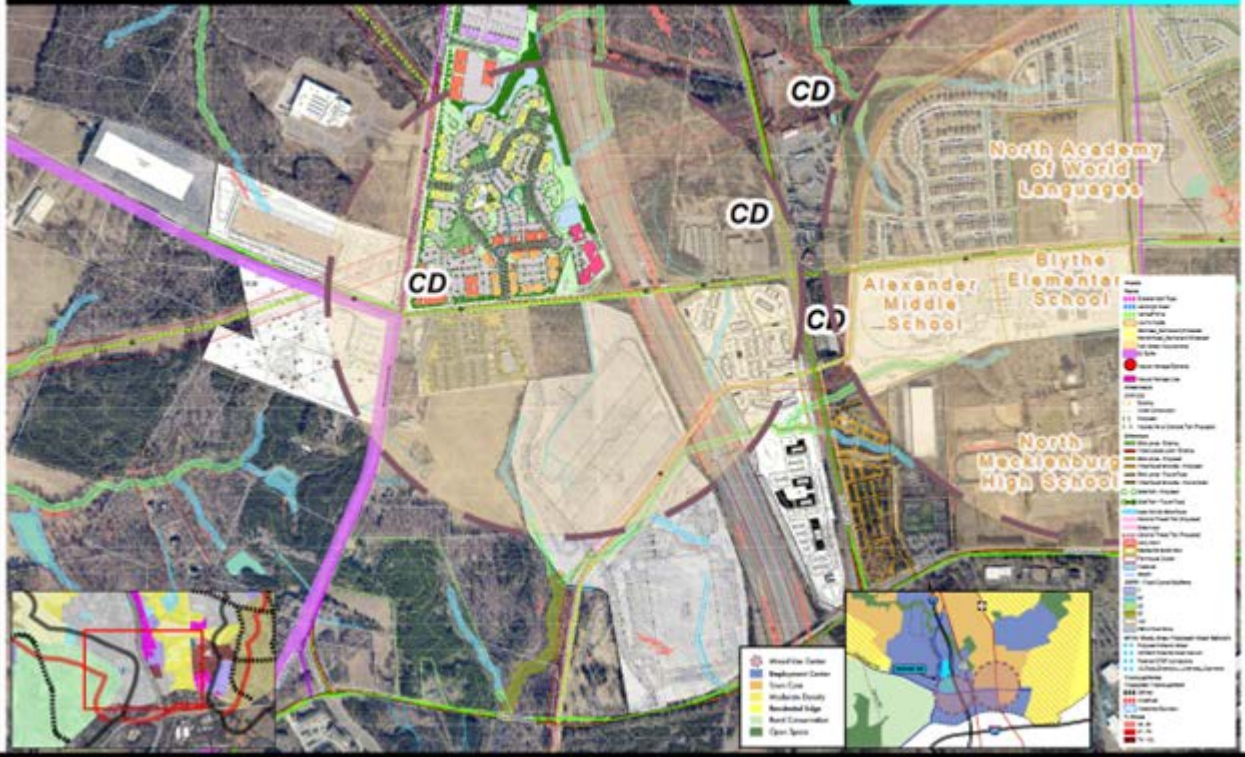
- PEDESTRIAN CORRIDOR
- WOODED AREA
- DESIGNATED PARK
- GRASSY AREA
- PATH / MULTI-USE PATH
- SIDEWALK
- STREET PARKING
- PUBLIC ROAD
- PEDESTRIAN PASSAGEWAY
- WALK-UP MULTI-FAMILY
- URBAN MULTI-FAMILY
- CLASS-A OFFICE
- COMMERCIAL / INDUSTRIAL
- WAREHOUSE
- MIXED USE

THIS SHEET IS FOR ILLUSTRATIVE PURPOSES ONLY. PLEASE SEE SHEET C3 FOR FULL PLAN DETAILS.

TOWN 1 MIXED USE CENTER

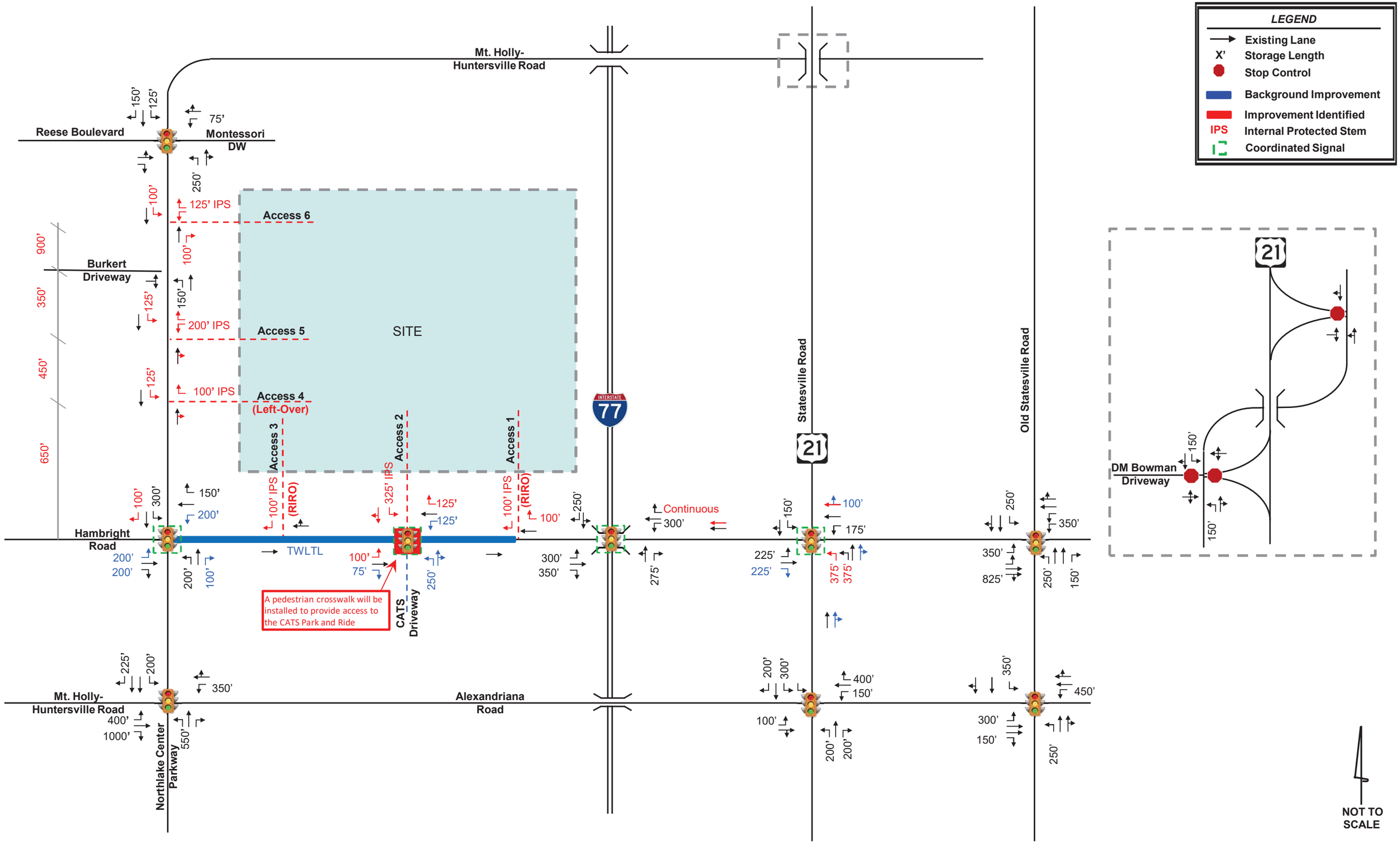
CONCEPT PLAN

TOWN 1 AREA


CD
CD
CD
CD
North Academy of World Languages
Alexander Middle School
Blythe Elementary School
North Mecklenburg High School

TOWN 1

BUILDINGS



Kimley»Horn

Town 1 Mixed Use
Traffic Impact Analysis

Identified Mitigation Improvements

Figure
1.1

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Jesse James, Senior Planner

Date: May 1, 2023

Subject: Petition #R23-02 - Babe Stillwell Storage

EXPLAIN REQUEST:
Conduct a public hearing

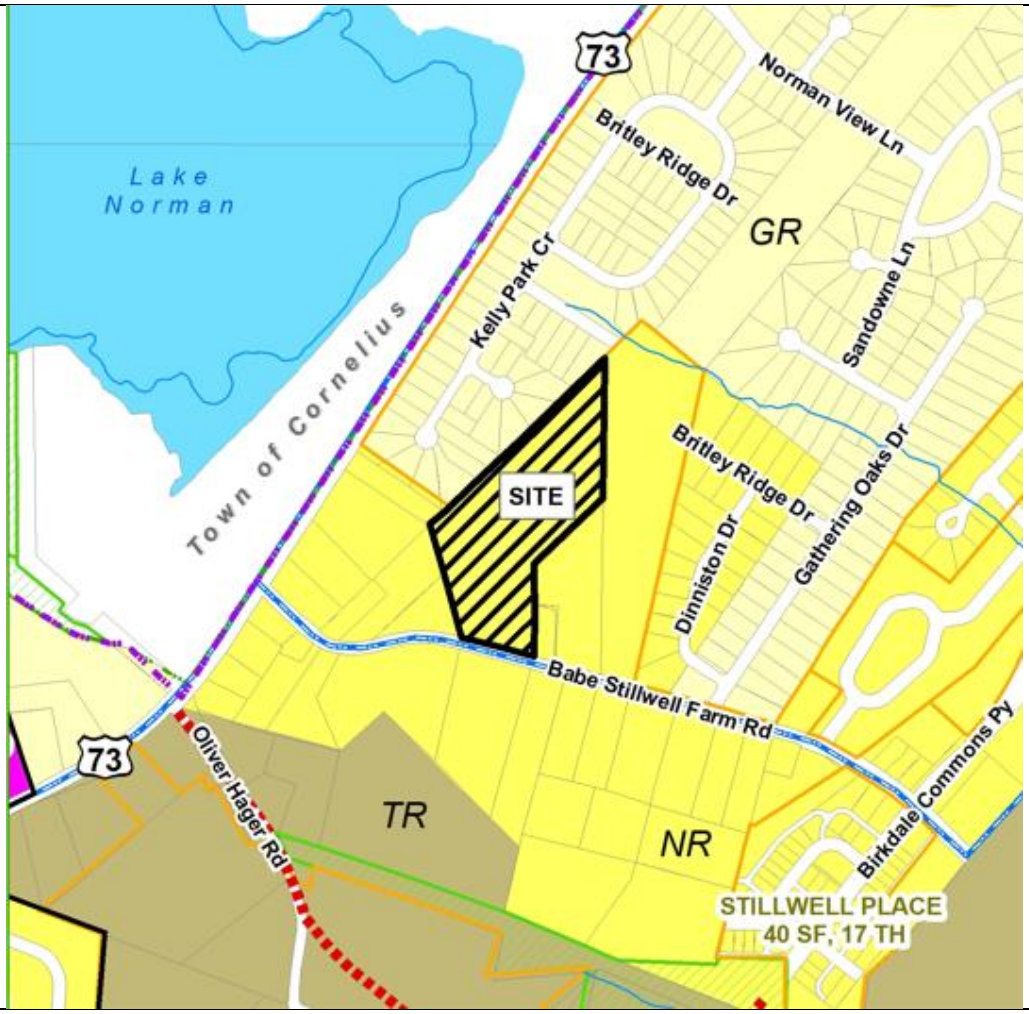
ACTION RECOMMENDED:
Conduct a public hearing

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. R23-02 Babe Stillwell Storage PH 5-1-23 Staff Report - Final
2. TOH_General_Application
3. 222086_BABE_STILLWELL_STORAGE_1ST_SUBMIT_TOH_REZONE
4. All_Elevations-Updated
5. Community Meeting Report Babe Stillwell
6. TIA Determination 4-3-23

Petition R23-02
Babe Stillwell Storage

PART 1: PROJECT SUMMARY



Applicant: Leiberman Properties

Property Owner: Larry Dalton Irvin

Property Address: 7603 Babe Stillwell Farm Road

Project Size: (+/-) 8.85 acres

Parcel Numbers: 00915108

Current Zoning: Neighborhood Residential

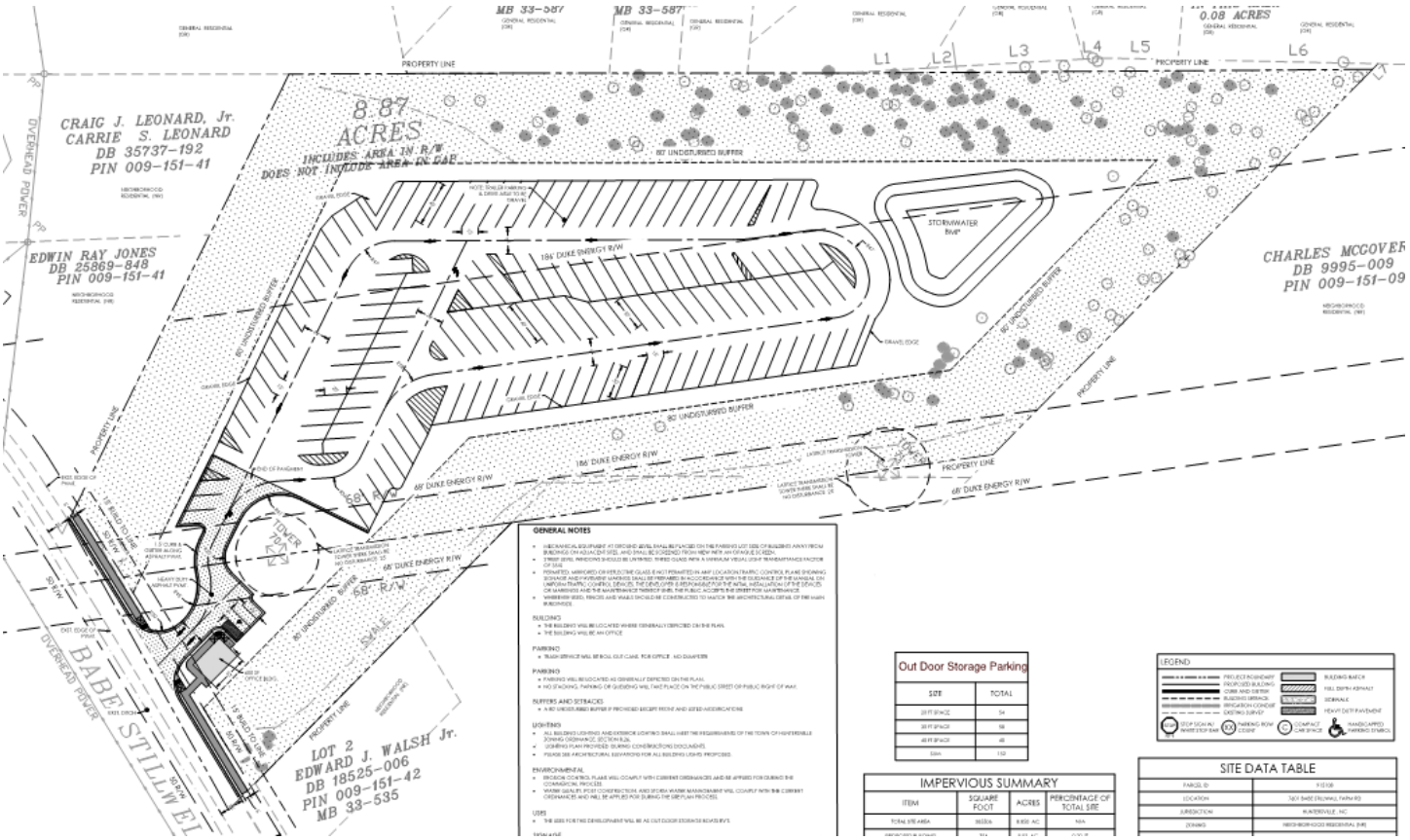
Current Land Use: Agricultural

Proposed Zoning: Special Purpose Conditional District

Proposed Land Use: Open Storage

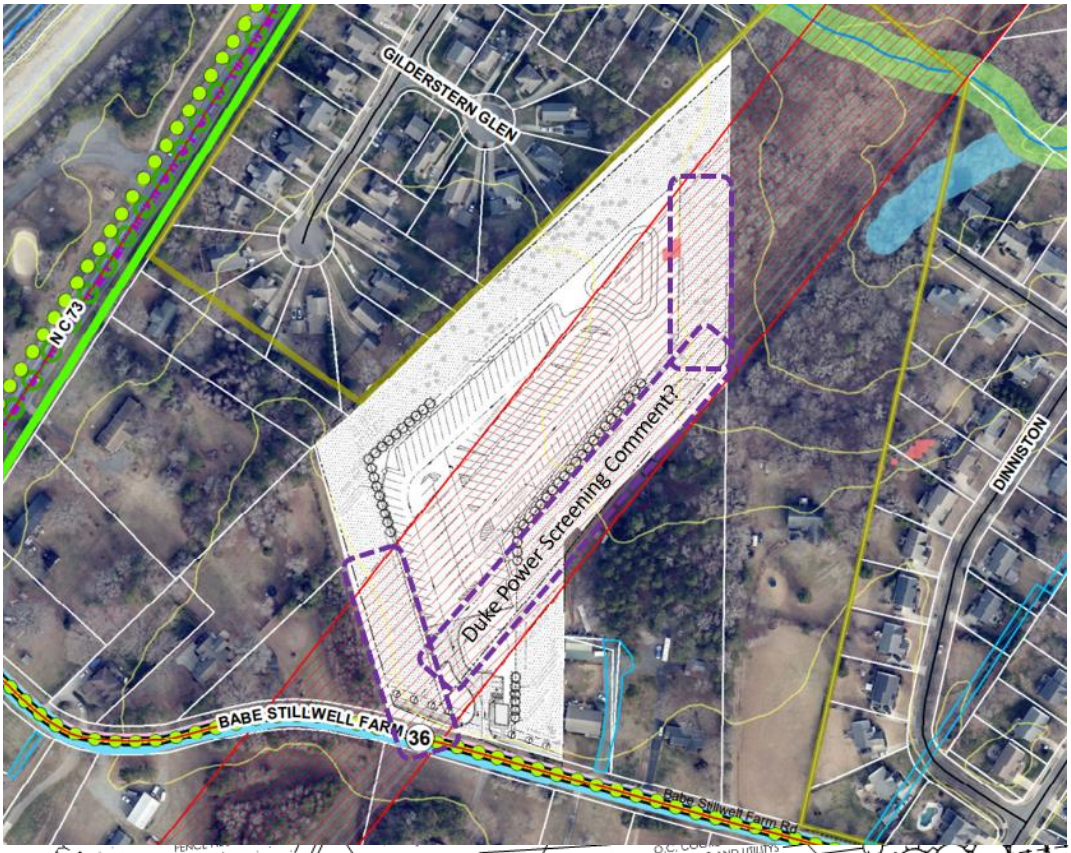
1. Purpose: Rezone 8.85 acres at 7603 Babe Stillwell Farm Road from Neighborhood Residential to Special Purpose Conditional District to accommodate for an Open Storage development for boats and RV's.
2. Adjoining Zoning and Land Uses.
   - North: General Residential/Neighborhood Residential– Single Family Residential
   - South: Neighborhood Residential- Single Family Residential
   - East: Neighborhood Residential-Single Family Residential
   - West: General Residential/Neighborhood Residential- Single Family Residential
3. A neighborhood meeting was held on Thursday, March 23, 2023 and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment D).
4. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Babe Stillwell Farm Rd.

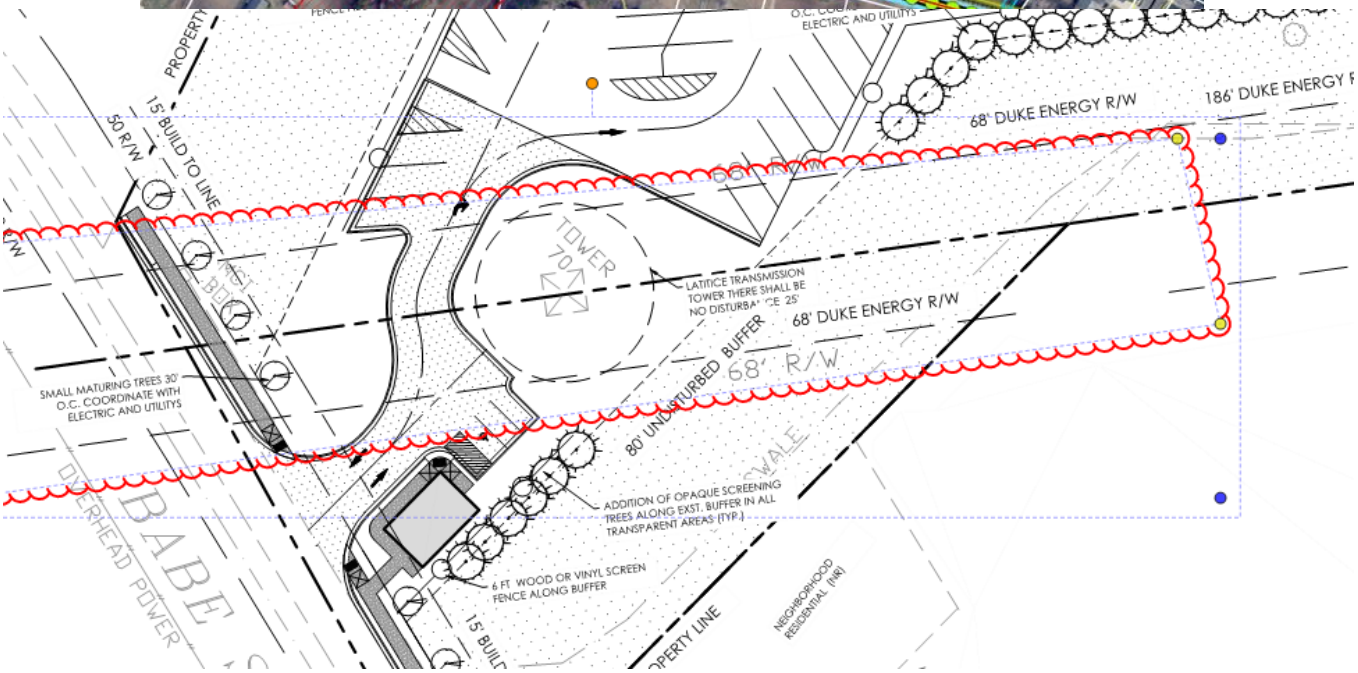
PART 2: REZONING/SITE PLAN



The proposed Conditional District Rezoning Plan lacks ordinance compliance and needs clarification and modification requests shown in several areas. Significant elements of the plan include:

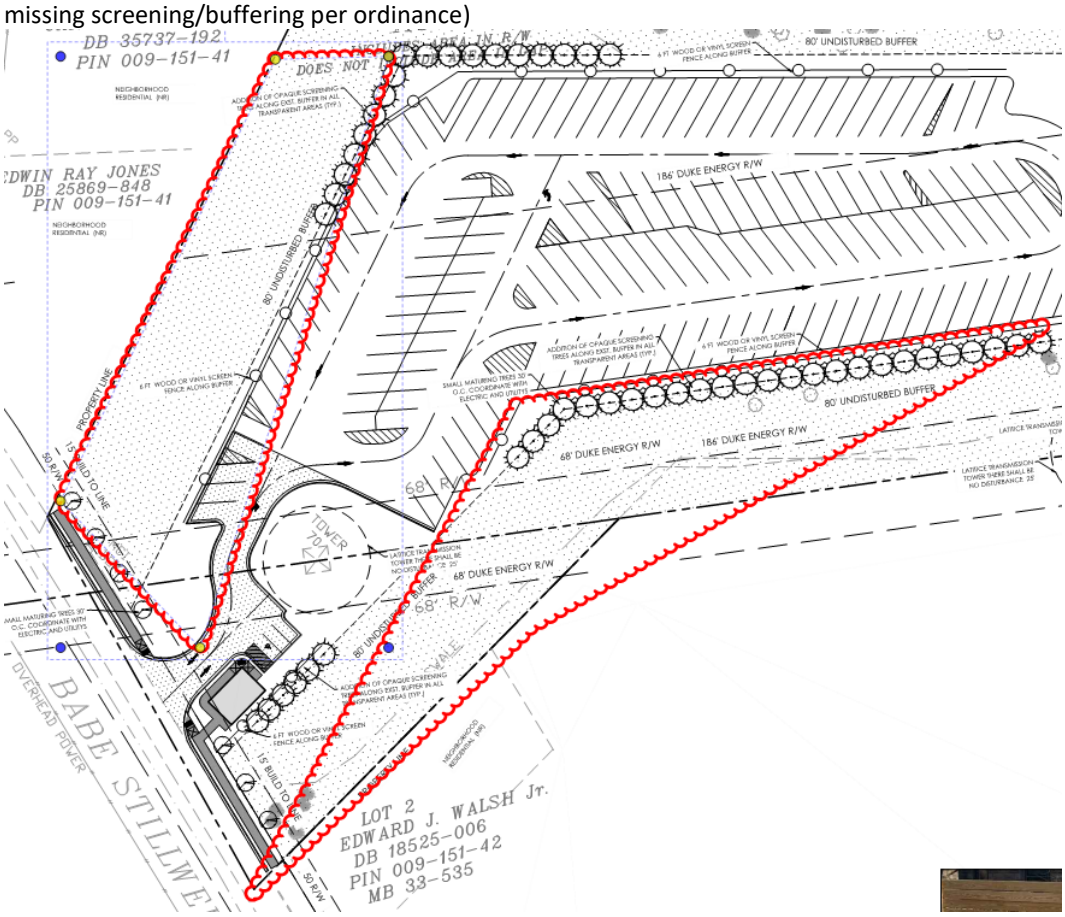
- The proposal is for a 152 space open storage use for boats and RV's.
- Article 7.5.3 requires SP zoned uses to establish an 80 foot vegetated buffers abutting street rights-of-way and property lines. This article does allow for flexibility with the street rights-of-way which states that the full eighty-foot buffer may be removed along street frontages where the proposed building addresses the public street with architecture and design consistent with the building type requirements of Article 4.
  Staff Comment- As seen below, the applicant is proposing to use this provision but otherwise has shown 80-foot buffers against property lines. Note: there is 68 foot wide Duke Energy easement and high tension power lines running through the site which does not allow canopy trees within that area as well as Duke Energy has the right to remove any added vegetation at will. This would need a modification for shrubs to replace the required trees. This is not shown on the landscape plan and is important because the Southern property line and the frontage line will not have the ability to have full opaque buffers. Modifications assumed. (see below) The plan also is missing detail on how the front will screen the open storage from the ROW as well as adding vegetation to the buffers that have no existing vegetation. Staff is awaiting plan revisions from the first round of reviews regarding these comments.





- Article 9.26 Outdoor Storage: where expressly permitted, may be established on a lot according to the following standards:

a. Where permitted as an accessory use in conjunction with a building, the area of storage shall not be placed in any established yard abutting a street; (plan meets provision)
b. Where permitted as a principal use on a lot, the area of storage shall be no closer than 40 feet from an abutting street right of way;(plan meets provision)
c. all areas established for outdoor storage shall be screened from view from the street(s) and from all abutting properties by an opaque screen as described in Section 7.6 of this ordinance; wherever security fencing is desired, it shall be placed on the interior side of the opaque screen (plan as shown does not meet this provision and a modification needs to be requested and or landscape materials added to comply, see below the areas missing screening/buffering per ordinance)



- Minimum Tree Preservation (specimen tree save) for Special Purpose is 30% and the plan shows 50% of specimen trees saved
- There are no identified Heritage Trees on site.
- Huntersville Bike Plan calls for a 10' Sidepath on Babe Stillwell Farm Road. A 6 foot path is provided. It is unclear if a modification is requested.
- The street frontage improvements do not meet the Town specifications. A wider planning strip in front of the sidewalk with street trees are required. As seen from the site plan above the cross-section does not meet these provisions. It is unclear if a modification is requested.
- Several other minor comments from Town Engineering/Public Works and Zoning need to be addressed prior to any approval. Staff sent first round of comments out on February 8, 2023, and have received no revised plans since.
- Staff has not received approval from Duke Energy regarding allowance of vegetation within their easement.

PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis (TIA)

The Application for Determination was submitted on 4/3/23 with 162 daily anticipated trips and was determined that a TIA is not required for this plan.

PART 4: REZONING CRITERIA

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

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

- EV 2.1: Promote and encourage local businesses, particularly small businesses. Foster a dynamic, diversified, and inclusive business climate that highlights why the Town of Huntersville can support private investment and locally expanding businesses.
  Staff Comment- This is a local/small business venture.

STAFF COMMENT- Staff finds the proposed use/project is **NOT** consistent with the following policies of the 2040 Huntersville Community Plan:

- Future Land Use Map: LU 1.1: Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans.
  Staff Comment -As seen on the future land use map above, the subject property is within the Medium Density character area. This rezone would run counter to the adopted future land use map by allowing a commercial venture for open storage of boats, RV's, and other vehicles in a predominantly single family residential area.
- LU-11: Protect Existing Housing Stock. LU 11.1: Protect and enhance the unique character of Huntersville's neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment.
  Staff Comment- This rezoning could potentially impact the surrounding neighborhoods negatively by introducing more opportunities for Special Purpose Zoning which could open the door for other similar rezonings in this area which is solidly residential in nature. This rezoning is arguably spot zoning for the same reason.

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

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**
   STAFF COMMENT:
   This proposed reclassification is **NOT** consistent with the overall character of the existing development in the immediate vicinity. The surrounding land use is single family residential as detailed in part 4.

2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**
   STAFF COMMENT:
   There is no indication this project will have a negative impact on public facilities and or services.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource."**
   STAFF COMMENT:
   Planning staff has no indication that the request will adversely affect known archeological, environmental, historical, or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R23-02, Babe Stillwell Storage, staff does not recommend approval as submitted, with the proposal not being consistent with the Huntersville 2040 Community Plan policies LU 1.1, and LU 11.1. Furthermore, this proposal is not consistent with the Future Land Use map being that it is not within the character of the Medium Density Area.

It is not reasonable and in the public interest to approve the Rezoning Plan because the rezoning is not consistent with the overall character of existing development in the immediate vicinity of the subject property.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for May 1, 2023.

PART 7: PLANNING BOARD RECOMMENDATION Planning Board Meeting is scheduled for May 23, 2023.

PART 8: TOWN BOARD RECOMMENDATION

Town Board Meeting is scheduled for June 20, 2023.

PART 9: ATTACHMENTS

A – Rezoning Application
B – Proposed CD Rezoning Plan
C- Elevation Plans
D – Neighborhood Meeting Report
E- TIA Determination

PART 10: CONSISTENCY STATEMENT – R23-02 Babe Stillwell Storage

Planning Department	Planning Board	Board of Commissioners
	APPROVAL: APPROVAL: In considering the proposed rezoning application R23-02, Babe Stillwell Storage, the Planning Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**	APPROVAL: APPROVAL: In considering the proposed rezoning application R23-02, Babe Stillwell Storage, the Town Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**
DENIAL: In considering the proposed rezoning petition R23-02, Babe Stillwell Storage, staff does not recommend approval as submitted with the proposal not being consistent with the Huntersville 2040 Community Plan policies LU 1.1, and LU 11.1. Furthermore, this proposal is not consistent with the Future Land Use map being that it is not within the character of the Medium Density Area. **It is not reasonable and in the public interest to approve the Rezoning Plan because the rezoning is not consistent with the overall character of existing development in the immediate vicinity of the subject parcel.**	DENIAL: In considering the proposed rezoning application R23-02, Babe Stillwell Storage, the Planning Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**	DENIAL: DENIAL: In considering the proposed rezoning application R23-02, Babe Stillwell Storage, the Town Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**

dotloop signature verification: dtlp.us/zJ7C-Uo4X-Zo4A

General Application

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

1. Application Type

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

☐ Change of Use ☐ Commercial Site Plan ☑ Conditional Rezoning ☐ General Rezoning ☐ Master Signage Program ☐ Special Use Permit ☐ Revision to Original Project # _____ ☐ Other _____	SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance ☐ Sketch Plan ☐ Preliminary Plan ☐ Final Plat (Includes Minor Subdivision) ☐ Exempt Subdivision ☐ Final Plat Revision ☐ Farmhouse Cluster

2. Project Data

Date of Application 1/6/2023

Name of Project Babe Stillwell Storage Phase # (if subdivision) _____

Project Address 7603 Babe Stillwell Farm Rd, Huntersville NC

Parcel Identification Number(s) (PIN) 00915108

Current Zoning District Neighborhood Residential (NR) Proposed District (for rezoning only) Special Use (SP)

Property Size (acres) 8.85 AC Street Frontage (feet) 294 Feet

Current Land Use Agricultural

Proposed Land Use(s) Open Storage

Is the project within Huntersville's corporate limits?
Yes ✓ No_____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

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

The site will be developed for an open storage lot. Composed of mainly gravel parking with a 600 sf office building, and asphalt paved parking / access road.

4. Site Plan Submittals

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

dotloop signature verification: dtlp.us/zJ7C-Uo4X-Zo4A

5. Outside Agency Information

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

6. Applicant

Printed Name Lieberman Properties LLC Phone (704) 905-2784

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

☑ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissio[illegible]earing. (Applicable for Special Use Permits and Subdivisions)

Signature Michael Lieberman dotloop verified 01/10/23 5:12 PM EST I6XD-ZN7P-QK58-V7AF Name: Michael Lieberman

Title Managing member Email Lieber1us@aol.com

Address of Applicant 16303 Autum Cove Lane , Huntersville NC

7. Property Owner (if different than applicant)

*Printed Name Larry Dalton Phone 704-746-5708

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

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

Signature Larry Dalton Irvin dotloop verified 01/11/23 10:14 AM EST VD6C-8RDS-GIHH-RQ3V Printed Name Larry Dalton Irvin

Judy Dove Irvin dotloop verified 01/11/23 9:01 AM EST BKON-URI1-VRMW-FS5W

Title _____ Email irvinbodyshop@yahoo.com

Address of Property Owner 7603 Babe Stillwell Farm Road, Huntersville NC

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

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

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
Lieberman Properties LLC	Heather Stader	(704) 287-5658	heatherstradersocial@gmai.com

Design Firm	Name of Contact	Phone	Email
HensonFoley	Jay Henson	(704) 875-1615	Jay@hensonFoley.com

Contact Information

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

Sheet List Table		
Sheet Number	Sheet Title	Sheet Number
Z01	COVER	Z01
Z02	SURVEY	Z02
Z03	SITE PLAN	Z03
Z04	GRADING	Z04
Z05	TREE SAVE PLAN	Z05
Z06	LANDSCAPE	Z06

VICINITY MAP
SCALE: 1" = 1000'

CIVIL SITE PLAN PACKAGE
PROPOSED

BABE STILLWELL STORAGE
HUNTERSVILLE, MECKLENGERG COUNTY, NORTH CAROLINA

DEVELOPER / OWNER:

LIEBERMAN PROPERTIES LLC
16303 AUTUMN COVE LANE
HUNTERSVILLE, NC 28078
PH: (704) 905-2784

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAGMEN, ETC., AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
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4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.

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Landscape Architecture | Civil Engineering
121 Gilead, Huntersville NC 28078
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com
NC ENGINEERING BOARD LICENSE #: C-2781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

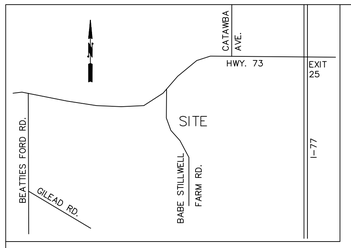
NORTH CAROLINA PROFESSIONAL SEAL 019 LICENSED LANDSCAPE ARCHITECT BLAKE A. HENSON
11/5/2023

BABE STILLEWELL STORAGE
PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

COVER

REVISIONS:

C01 - COVER.DWG
PROJECT NUMBER: 222086
DATE: 11/16/2022 DRAWN BY: BAS
SHEET Z01 OF 5



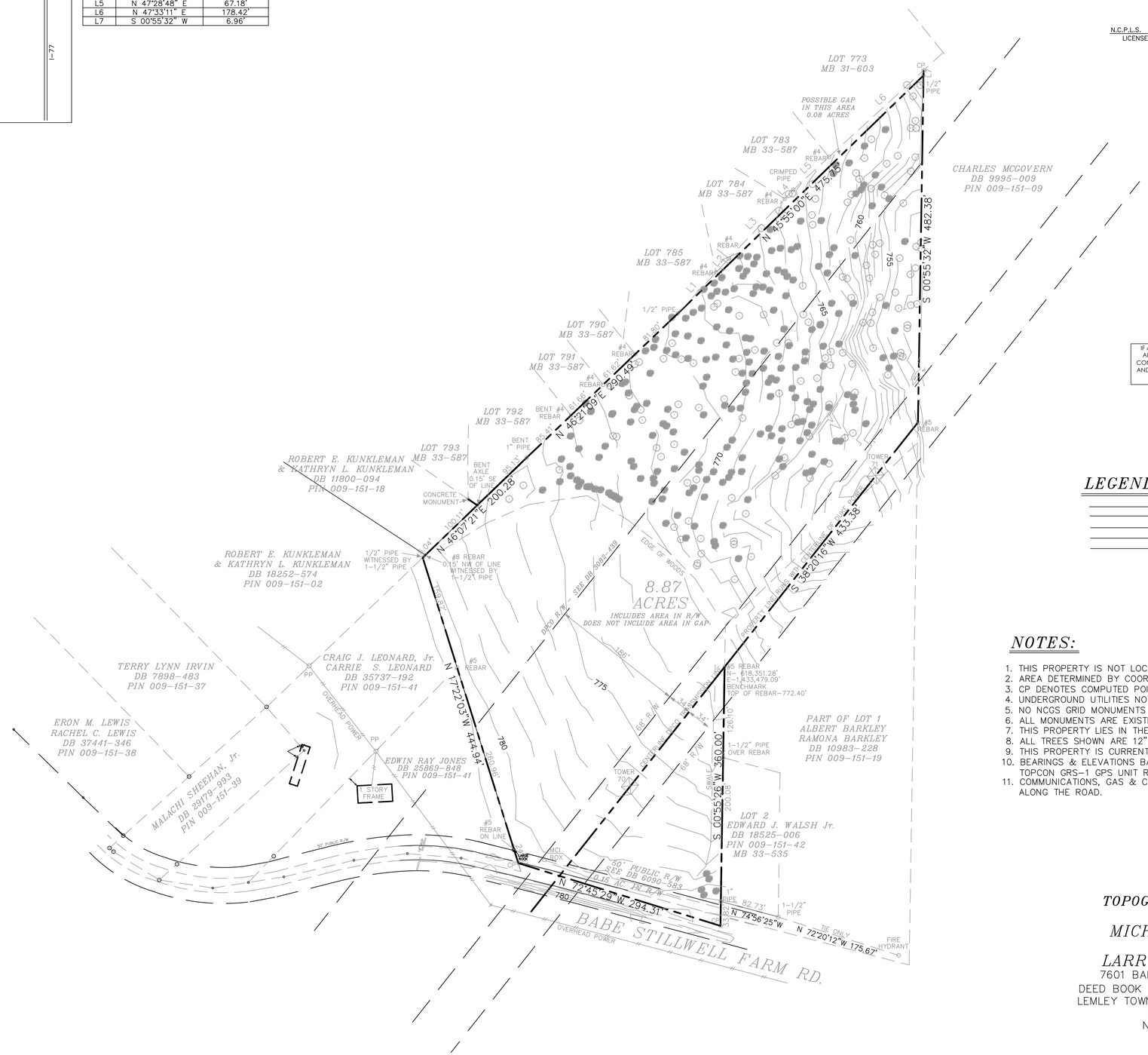
VICINITY MAP
NO SCALE

Course	Bearing	Distance
L1	N 42°56'21" E	78.29'
L2	N 42°58'55" E	25.95'
L3	N 43°06'12" E	114.02'
L4	N 43°03'57" E	17.21'
L5	N 47°28'48" E	67.18'
L6	N 47°33'11" E	178.42'
L7	S 00°55'32" W	6.96'

I, RUFUS JACKSON LOVE CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY UNDER MY DIRECT SUPERVISION, THAT THE RATIO OF PRECISION IS 1:10,000+ BEFORE ADJUSTMENTS; AND THAT THE ANGULAR ERROR WAS < 7.5 SECONDS PER TURN.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10TH DAY OF NOVEMBER, 2022

SIGNED AND SEALED
N.C.P.L.S. L-2844 BY SURVEYOR ON THIS DATE
LICENSE NO. *PROFESSIONAL LAND SURVEYOR*



ANY ADDITIONAL PAVEMENT OR CURB NOT LOCATED BY SURVEY OR THAT CONFLICTS WITH PROPOSED PAVEMENT & CURB AND GUTTER MUST BE REMOVED

ALL PAVEMENT AND CURB TO BE REMOVED SHALL BE SAW CUT AT THE PROPOSED JOINT LOCATION

THIS SURVEY WAS PROVIDED BY OTHERS AND IS INCLUDED AS REFERENCE ONLY

SURVEY BY:
PYRAMID LAND SURVEYING
C-1341
RUFUS JACKSON LOVE
L-2844
P.O. BOX 11
DAVIDSON, NC 28036

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY HENSON FOLEY, INC IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

LEGEND:

- PROPERTY LINE
- TIE LINE
- UNSURVEYED LINE
- EDGE OF PAVEMENT
- SETBACK LINE
- *CP* COMPUTED POINT
- *PP* POWER POLE

NOTES:

1. THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD ZONE.
2. AREA DETERMINED BY COORDINATE COMPUTATION.
3. CP DENOTES COMPUTED POINT, NO MONUMENT FOUND OR SET.
4. UNDERGROUND UTILITIES NOT LOCATED AS OF THIS DATE.
5. NO NCGS GRID MONUMENTS ARE WITHIN 2000' OF SUBJECT PROPERTY.
6. ALL MONUMENTS ARE EXISTING UNLESS OTHERWISE NOTED.
7. THIS PROPERTY LIES IN THE MTN. ISLAND LAKE PA-2 WATERSHED.
8. ALL TREES SHOWN ARE 12" OR LARGER.
9. THIS PROPERTY IS CURRENTLY ZONED NR.
10. BEARINGS & ELEVATIONS BASED ON LOCAL CONTROL SET WITH TOPCON GRS-1 GPS UNIT RECEIVING RTK SOLUTIONS & NAVD 88 ELEVATIONS.
11. COMMUNICATIONS, GAS & CHARLOTTE WATER UTILITIES ARE RUNNING ALONG THE ROAD.

TOPOGRAPHICAL SURVEY
FOR
MICHAEL LIBERMAN
PROPERTY OF
LARRY DALTON IRVIN
7601 BABE STILLWELL FARM ROAD
DEED BOOK 27558-717, PIN 009-151-08
LEMLEY TOWNSHIP, MECKLENBURG COUNTY
NORTH CAROLINA
NOVEMBER 7, 2022

FILE NAME: LIBERMAN-MICHAEL

100 0 100 200 300
GRAPHIC SCALE - FEET 1"=100'

PYRAMID
LAND SURVEYING
C-1341
RUFUS JACKSON LOVE
PROFESSIONAL LAND SURVEYOR L-2844
P.O. Box 11
Davidson, NC 28036
(704) 892-4249

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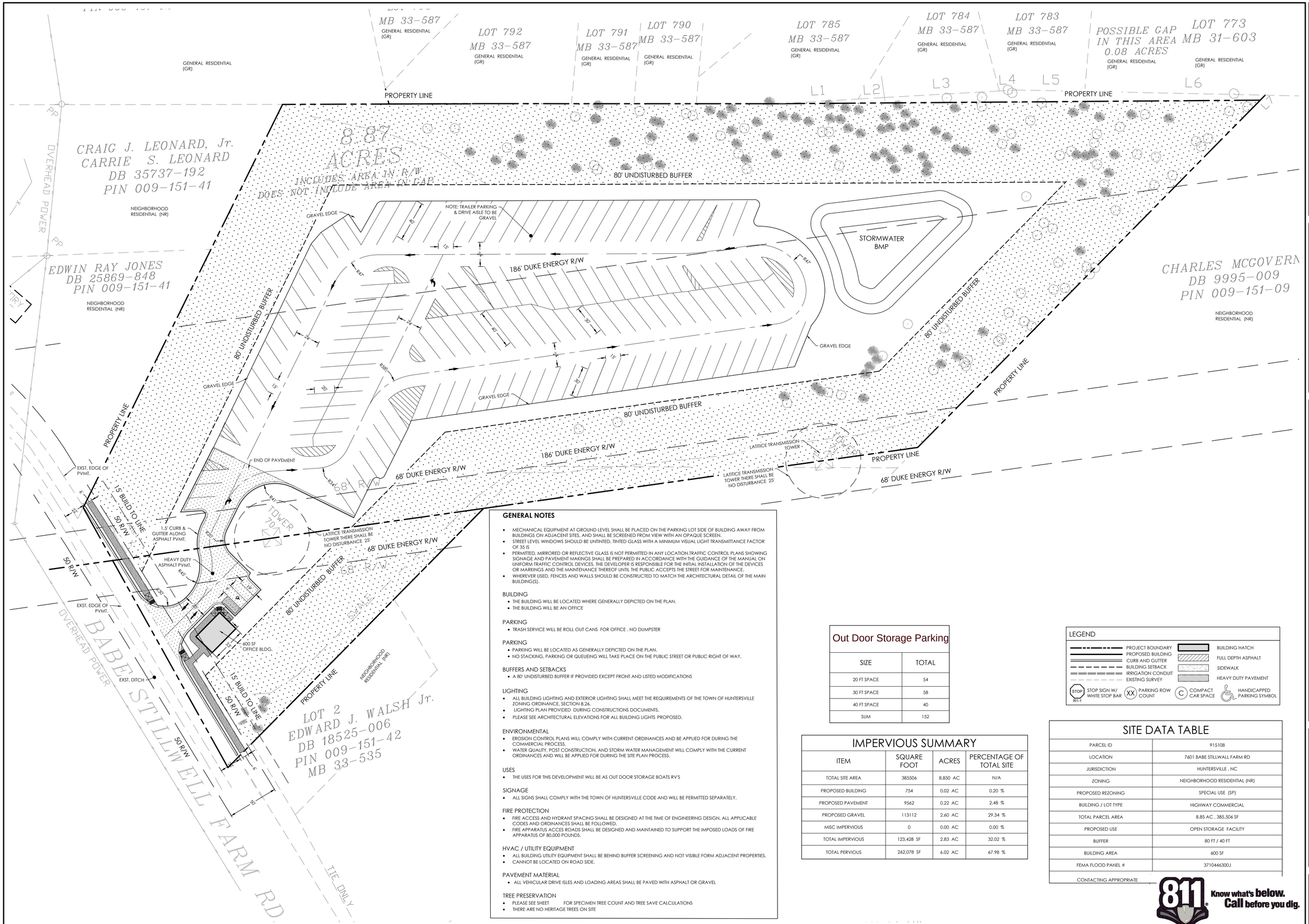
NC ENGINEERING BOARD LICENSE #: C-2781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

BABE STILLWELL STORAGE
PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

SURVEY

REVISIONS:

C02 - SURVEY.DWG
PROJECT NUMBER: 222086
DATE: 11/16/2022 DRAWN BY: BAS
SHEET Z02 OF 5



GENERAL NOTES

- MECHANICAL EQUIPMENT AT GROUND LEVEL SHALL BE PLACED ON THE PARKING LOT SIDE OF BUILDING AWAY FROM BUILDINGS ON ADJACENT SITES, AND SHALL BE SCREENED FROM VIEW WITH AN OPAQUE SCREEN.
- STREET LEVEL WINDOWS SHOULD BE UNTINTED. TINTED GLASS WITH A MINIMUM VISUAL LIGHT TRANSMITTANCE FACTOR OF 35 IS
- PERMITTED. MIRRORED OR REFLECTIVE GLASS IS NOT PERMITTED IN ANY LOCATION.TRAFFIC CONTROL PLANS SHOWING SIGNAGE AND PAVEMENT MARKINGS SHALL BE PREPARED IN ACCORDANCE WITH THE GUIDANCE OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE DEVELOPER IS RESPONSIBLE FOR THE INITIAL INSTALLATION OF THE DEVICES OR MARKINGS AND THE MAINTENANCE THEREOF UNTIL THE PUBLIC ACCEPTS THE STREET FOR MAINTENANCE.
- WHEREVER USED, FENCES AND WALLS SHOULD BE CONSTRUCTED TO MATCH THE ARCHITECTURAL DETAIL OF THE MAIN BUILDING(S).

BUILDING
- THE BUILDING WILL BE LOCATED WHERE GENERALLY DEPICTED ON THE PLAN.
- THE BUILDING WILL BE AN OFFICE

PARKING
- TRASH SERVICE WILL BE ROLL OUT CANS FOR OFFICE . NO DUMPSTER

PARKING
- PARKING WILL BE LOCATED AS GENERALLY DEPICTED ON THE PLAN.
- NO STACKING, PARKING OR QUEUEING WILL TAKE PLACE ON THE PUBLIC STREET OR PUBLIC RIGHT OF WAY.

BUFFERS AND SETBACKS
- A 80' UNDISTURBED BUFFER IF PROVIDED EXCEPT FRONT AND LISTED MODIFICATIONS

LIGHTING
- ALL BUILDING LIGHTING AND EXTERIOR LIGHTING SHALL MEET THE REQUIREMENTS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE, SECTION 8.26.
- LIGHTING PLAN PROVIDED DURING CONSTRUCTIONS DOCUMENTS.
- PLEASE SEE ARCHITECTURAL ELEVATIONS FOR ALL BUILDING LIGHTS PROPOSED.

ENVIRONMENTAL
- EROSION CONTROL PLANS WILL COMPLY WITH CURRENT ORDINANCES AND BE APPLIED FOR DURING THE COMMERCIAL PROCESS.
- WATER QUALITY, POST CONSTRUCTION, AND STORM WATER MANAGEMENT WILL COMPLY WITH THE CURRENT ORDINANCES AND WILL BE APPLIED FOR DURING THE SITE PLAN PROCESS.

USES
- THE USES FOR THIS DEVELOPMENT WILL BE AS OUT DOOR STORAGE BOATS RV'S

SIGNAGE
- ALL SIGNS SHALL COMPLY WITH THE TOWN OF HUNTERSVILLE CODE AND WILL BE PERMITTED SEPARATELY.

FIRE PROTECTION
- FIRE ACCESS AND HYDRANT SPACING SHALL BE DESIGNED AT THE TIME OF ENGINEERING DESIGN. ALL APPLICABLE CODES AND ORDINANCES SHALL BE FOLLOWED.
- FIRE APPARATUS ACCES ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS OF 80,000 POUNDS.

HVAC / UTILITY EQUIPMENT
- ALL BUILDING UTILITY EQUIPMENT SHALL BE BEHIND BUFFER SCREENING AND NOT VISIBLE FORM ADJACENT PROPERTIES.
- CANNOT BE LOCATED ON ROAD SIDE.

PAVEMENT MATERIAL
- ALL VEHICULAR DRIVE ISLES AND LOADING AREAS SHALL BE PAVED WITH ASPHALT OR GRAVEL

TREE PRESERVATION
- PLEASE SEE SHEET FOR SPECIMEN TREE COUNT AND TREE SAVE CALCULATIONS
- THERE ARE NO HERITAGE TREES ON SITE

Out Door Storage Parking

SIZE	TOTAL
20 FT SPACE	54
30 FT SPACE	58
40 FT SPACE	40
SUM	152

IMPERVIOUS SUMMARY

ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL SITE AREA	385506	8.850 AC	N/A
PROPOSED BUILDING	754	0.02 AC	0.20 %
PROPOSED PAVEMENT	9562	0.22 AC	2.48 %
PROPOSED GRAVEL	113112	2.60 AC	29.34 %
MISC IMPERVIOUS	0	0.00 AC	0.00 %
TOTAL IMPERVIOUS	123,428 SF	2.83 AC	32.02 %
TOTAL PERVIOUS	262,078 SF	6.02 AC	67.98 %

LEGEND

- PROJECT BOUNDARY
- PROPOSED BUILDING
- CURB AND GUTTER
- BUILDING SETBACK
- IRRIGATION CONDUIT
- EXISTING SURVEY
- BUILDING HATCH
- FULL DEPTH ASPHALT
- SIDEWALK
- HEAVY DUTY PAVEMENT
- STOP SIGN W/ WHITE STOP BAR (STOP R1-1)
- PARKING ROW COUNT (XX)
- COMPACT CAR SPACE (C)
- HANDICAPPED PARKING SYMBOL

SITE DATA TABLE

PARCEL ID	915108
LOCATION	7601 BABE STILLWALL FARM RD
JURISDICTION	HUNTERSVILLE , NC
ZONING	NEIGHBORHOOD RESIDENTIAL (NR)
PROPOSED REZONING	SPECIAL USE (SP)
BUILDING / LOT TYPE	HIGHWAY COMMERCIAL
TOTAL PARCEL AREA	8.85 AC , 385,506 SF
PROPOSED USE	OPEN STORAGE FACILITY
BUFFER	80 FT / 40 FT
BUILDING AREA	600 SF
FEMA FLOOD PANEL #	3710446300J
CONTACTING APPROPRIATE	

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NC ENGINEERING BOARD LICENSE #: C-0781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

NORTH ARROW

GRAPHIC SCALE 1"=40 FT.

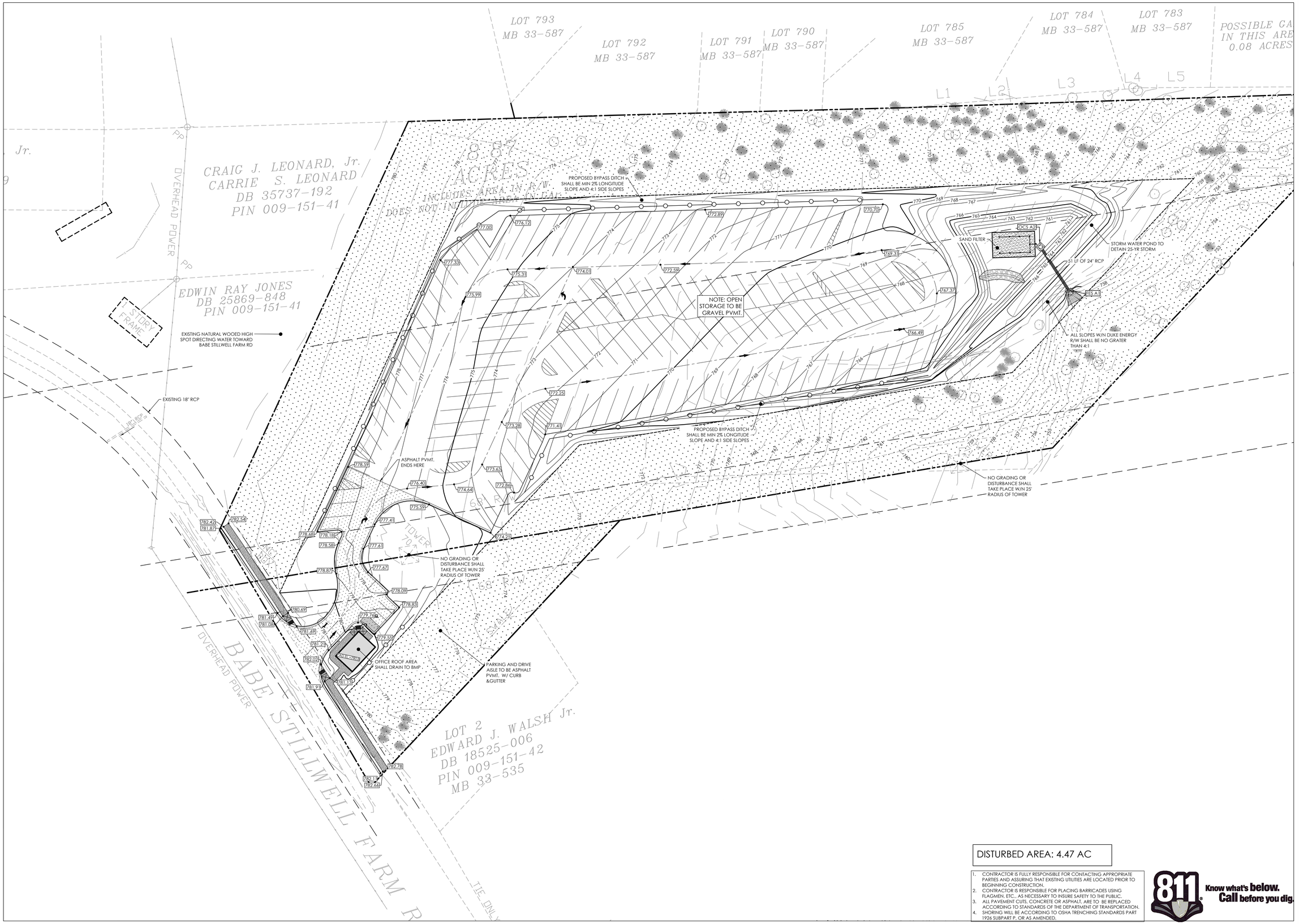
BABE STILLEWELL STORAGE

PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

SITE PLAN

REVISIONS:

C03 - SITE PLAN.DWG
PROJECT NUMBER: 222086
DATE: 11/16/2022 DRAWN BY: BAS
SHEET Z03 OF 5



DISTURBED AREA: 4.47 AC

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

GRAPHIC SCALE 1"=40 FT.

BABE STILLWELL STORAGE

PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

GRADING AND STORM DRAINAGE

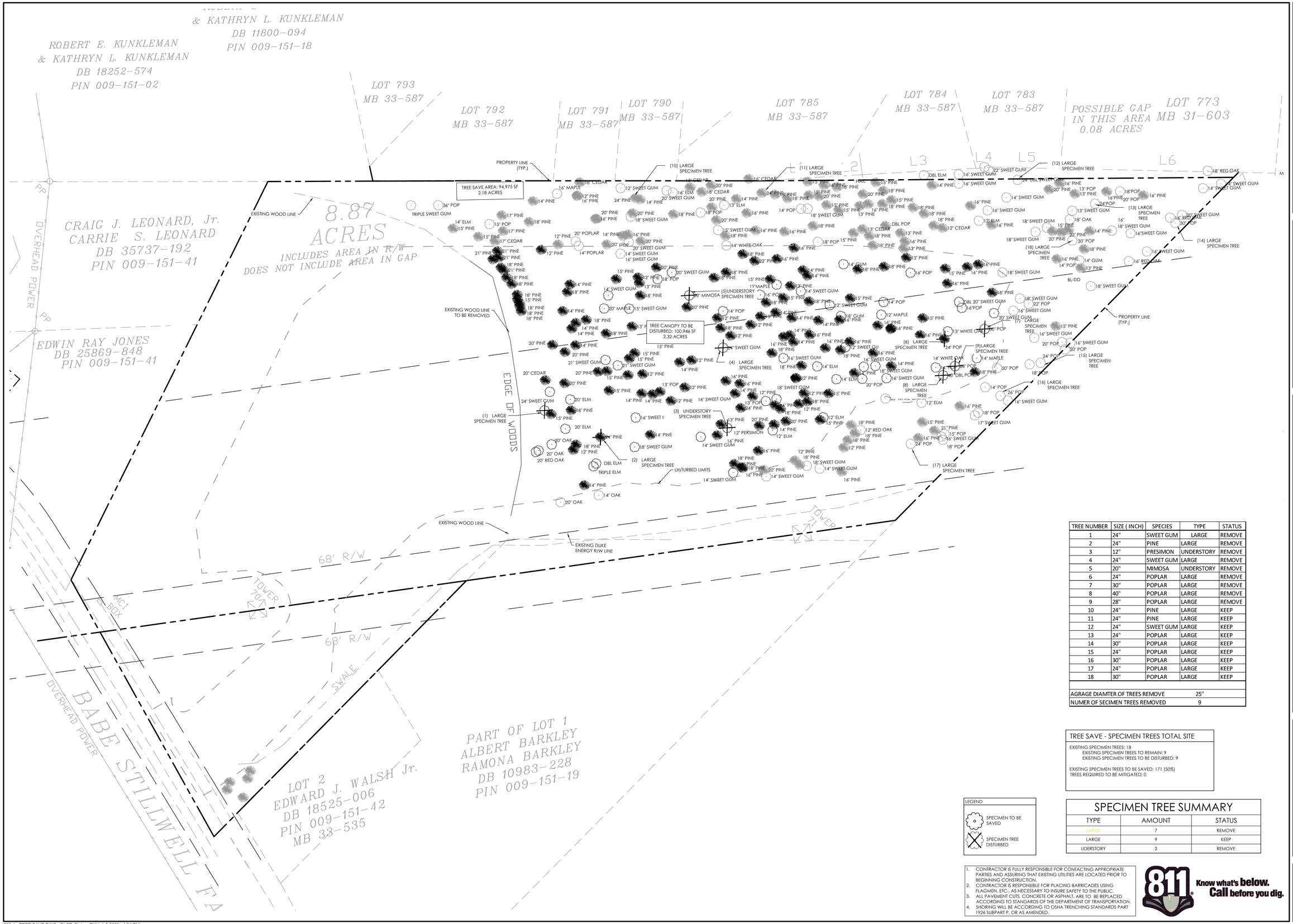
REVISIONS:

X- C06 - GRADING 20230103.DWG

PROJECT NUMBER: 222086

DATE: 11/16/2022 DRAWN BY: BAS

SHEET Z04 OF 5



TREE NUMBER	SIZE (INCH)	SPECIES	TYPE	STATUS
1	24"	SWEET GUM	LARGE	REMOVE
2	24"	PINE	LARGE	REMOVE
3	12"	PRESIMON	UNDERSTORY	REMOVE
4	24"	SWEET GUM	LARGE	REMOVE
5	20"	MIMOSA	UNDERSTORY	REMOVE
6	24"	POPLAR	LARGE	REMOVE
7	30"	POPLAR	LARGE	REMOVE
8	40"	POPLAR	LARGE	REMOVE
9	28"	POPLAR	LARGE	REMOVE
10	24"	PINE	LARGE	KEEP
11	24"	PINE	LARGE	KEEP
12	24"	SWEET GUM	LARGE	KEEP
13	24"	POPLAR	LARGE	KEEP
14	30"	POPLAR	LARGE	KEEP
15	24"	POPLAR	LARGE	KEEP
16	30"	POPLAR	LARGE	KEEP
17	24"	POPLAR	LARGE	KEEP
18	30"	POPLAR	LARGE	KEEP
AGRAGE DIAMTER OF TREES REMOVE			25"	
NUMER OF SECIMEN TREES REMOVED			9	

TREE SAVE - SPECIMEN TREES TOTAL SITE

EXISTING SPECIMEN TREES: 18
EXISTING SPECIMEN TREES TO REMAIN: 9
EXISTING SPECIMEN TREES TO BE DISTURBED: 9

EXISTING SPECIMEN TREES TO BE SAVED: 171 (50%)
TREES REQUIRED TO BE MITIGATED: 0

LEGEND

SPECIMEN TO BE SAVED

SPECIMEN TREE DISTURBED

SPECIMEN TREE SUMMARY

TYPE	AMOUNT	STATUS
LARGE	7	REMOVE
LARGE	9	KEEP
UDERSTORY	2	REMOVE

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NORTH ARROW
GRAPHIC SCALE 1"=40 FT.

NORTH CAROLINA PROFESSIONAL SEAL 100 HENSON

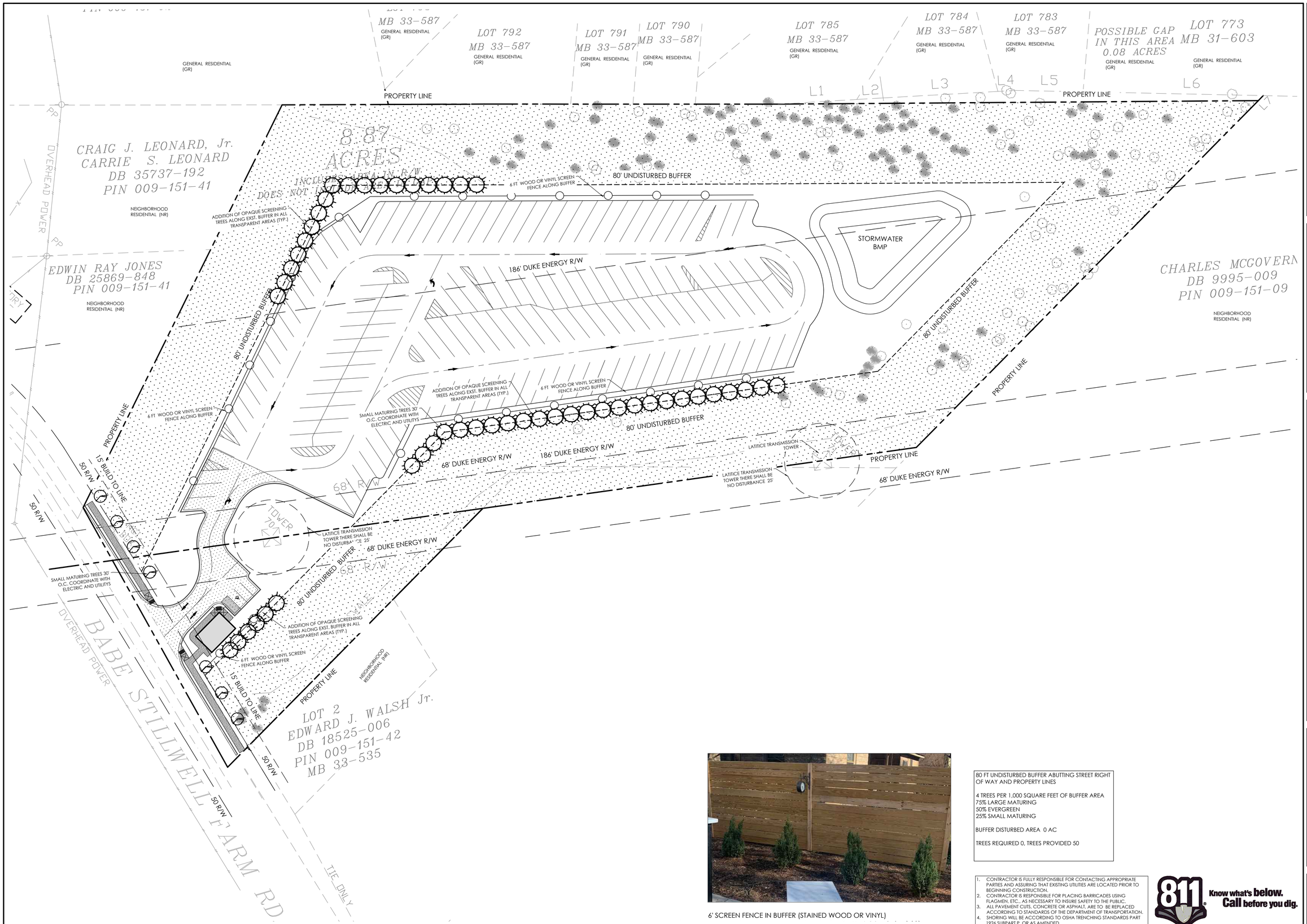
BABE STILLEWELL STORAGE

PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

TREE SAVE PLAN

REVISIONS:

C08.1 - TREE SAVE.DWG
PROJECT NUMBER: 222086
DATE: 11/16/2022 DRAWN BY: BAS
SHEET Z05 OF 5



6' SCREEN FENCE IN BUFFER (STAINED WOOD OR VINYL)

80 FT UNDISTURBED BUFFER ABUTTING STREET RIGHT OF WAY AND PROPERTY LINES

4 TREES PER 1,000 SQUARE FEET OF BUFFER AREA
75% LARGE MATURING
50% EVERGREEN
25% SMALL MATURING

BUFFER DISTURBED AREA 0 AC

TREES REQUIRED 0, TREES PROVIDED 50

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NC ENGINEERING BOARD LICENSE #: C-2781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

NORTH ARROW

GRAPHIC SCALE 1"=40 FT.

NORTH CAROLINA LICENSED LANDSCAPE ARCHITECT NO. 106 BLAKE A. HENSON
1/5/2023

BABE STILLEWELL STORAGE

PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

LANDSCAPE

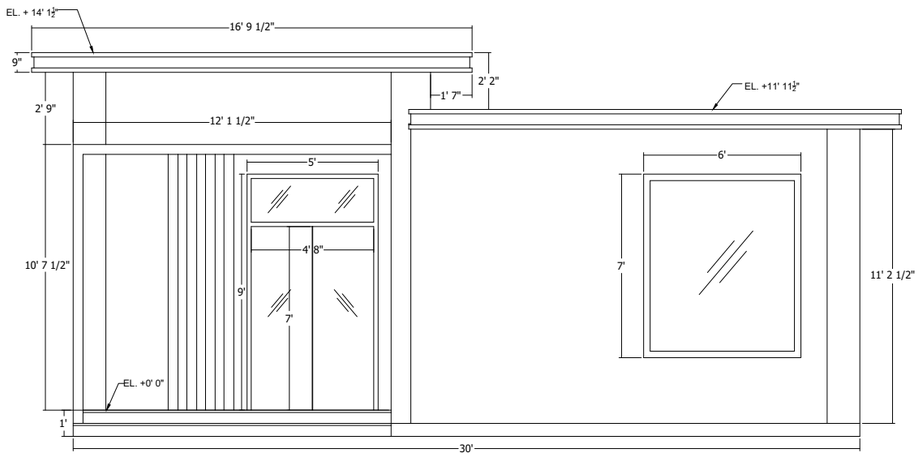
REVISIONS:

C08 - LANDSCAPE.DWG

PROJECT NUMBER: 222086

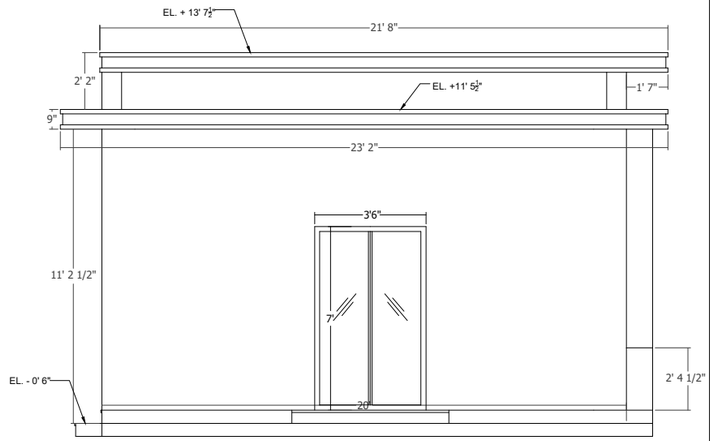
DATE: 11/16/2022 DRAWN BY: BAS

SHEET Z06 OF 5



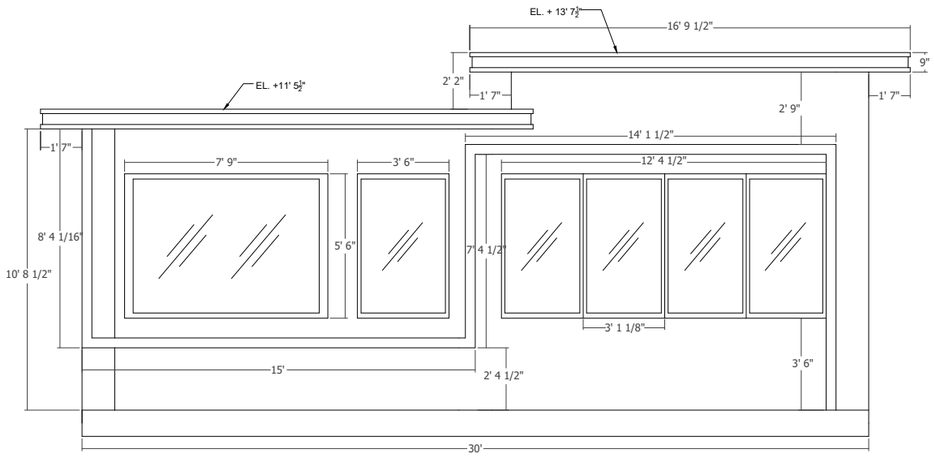
FRONT ELEVATION

SCALE N.T.S



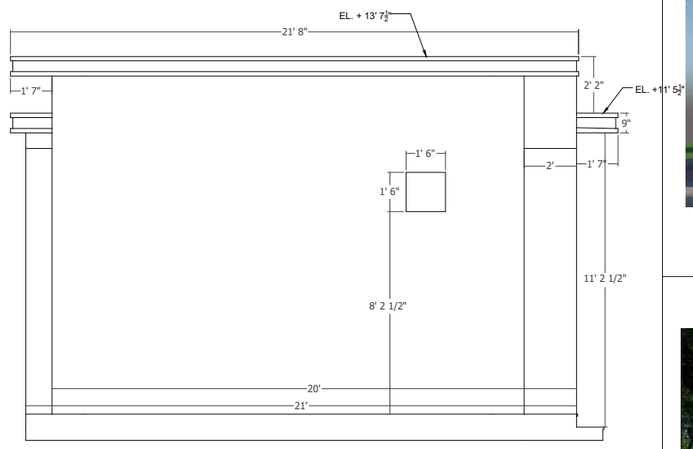
SIDE ELEVATION (A)

SCALE N.T.S



BACK ELEVATION

SCALE N.T.S



SIDE ELEVATION (B)

SCALE N.T.S

ARCHI. DRAWING	**DRAWING TITLE** ELEVATIONS		**CLIENT** HEATHERSTRADER	**ARCHITECT** VIRGO_DESIGNS	**M&E CONSULTANTS**
PROJECT TITLE ARCHITECTURAL ELEVATION DRAWINGS OF A GUARD SHACK OFFICE BUILDING FOR THE PLOT OF SIZE 33'x23'	**DRAWING NO.**	**REV.** 0			**CONTRACTOR**
	SCALE NTS	**DATE** 20/10/2022			
	DRAWN	**CHECKED**			

To the Adjoining Property Owners, Neighborhood Group Representatives expressing interest.

Lieberman Properties submitted a development proposal to request a zoning change for 7601 Babe Stillwell Farm Road. (From Neighborhood Residential to Special Purpose District)The site owned by Larry Dalton at 7601 Babe Stillwell Farm Road , 00915108 Tax Parcel ID which is Project # 445184 Babe Stillwell Storage - Rezoning Concept #R23-02)

The project plan is to develop an open storage area for boats, jet skis, and Rv's. One small office building , gated and landscaped to blend into the area .

In accordance with the procedures of Huntersville Planning and Design Services, we have been directed to invite you to discuss this proposal. This will be an informal meeting to give you the opportunity to review the proposed plan and discuss the proposal with the developer.

The meeting to discuss this development proposal will be held on:
March 23rd at 6:00 at the Waterbean located at 9705 Sam Furr Rd Suite A, Huntersville, NC 28078

At this meeting Lieberman Properties will explain the proposal and then discuss any concerns you have. We encourage you to attend this meeting and to share your thoughts.

Thank You!
Lieberman Properties LLC

Community Meeting Notices

Project Name	

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be submitted to the Planning Department and incorporated into the application for this project.

The following persons and organizations were sent notices of the community meeting (first and last name or business name only):

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
Arkin LLC	915750	3/28/2023	USPS	Property Owner (SO 6.320.3(a))
Jose Asiago	915836	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Brandon Baker	cant find	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Alexander Ballard	915747	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Albert Barkley	915119	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Alicia Brickford	901131	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Birkdale Home Owners	915588	3/28/2023	USPS	Neigborhood association, property woner assocation, and h
Anthony Bodden	915755	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Dougals Bramely	915833	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Leland Carter	915751	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Cherilyln Harris	915834	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Hpa borrower	915752	3/28/2023	USPS	Property Owner (SO 6.320.3(a))
Larry Irvin	915108	3/28/2023	USPS	Property Owner (SO 6.320.3(a))
Mary Johnson	915749	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Edwin Jones	915141	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Daniew Kunkleman	915118	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Nicholas Law	915753	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Craig Leonard	915140	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Matthew Lewis	915831	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Bonnie Logan	901128	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
James Mayer	915832	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Marianna Mayhew	915827	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Debra Mcclure	901119	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Charles Mcgovern	915109	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
David Mcintosh	915828	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Samuel Miller	915835	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Judith Robertson	915840	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Steven Schaughnessy	915837	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Malachi Sheehan	915139	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Verun Tahiliani	915830	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Edward Walsh	915142	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
John Yuracheck	915838	3/28/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Birkglen Home owners		3/28/2023	USPS	Neigborhood association, property woner assocation, and h
One Hundred Norman HOA		3/28/2023	USPS	Neigborhood association, property woner assocation, and h
Sterling Point HOA	001-57297	3/28/2023	USPS	Neigborhood association, property woner assocation, and h

Community Meeting Notices

Project Name	

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be submitted to the Planning Department and incorporated into the application for this project.

The following persons and organizations were sent notices of the community meeting (first and last name or business name only):

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
The Greens LLC		3/28/2023	USPS	Neigborhood association, property woner assocation, and h
The Hoa of Stillwell		3/28/2023	USPS	Neigborhood association, property woner assocation, and h

Community Meeting Attendance Log

Project Name:	Project 445184 Babe Stillwell Farm Road Rezone
Location of Meeting:	Waterbean 9705 Sam Furr Road suite A Huntersville , NC
Date:	March 3/23/2023
Time:	6:00

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

1 Shirley Ramsey
2 Lisa Jewel
3 Dwyne Lee
4 Emily South
5 Cherilyn Harris
6 Melissa Kawahara
7 Alisa Kawahara
8 Steven Schwalbert
9 DEBRA McCLURE
10 Bonnie Logan
11 Richard Tucker
12 Caryn Ohald
13 [illegible]
14 David M. Mer
15 Malachi Sheehan
16 Sam Miller
17 Janis Boone
18 Jason O'Boyle
19 Kathanyn Schwalbert
20
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Neighborhood Meeting Report

Project- 445184 Babe Stillwell Farm Rezone
Date: March 23rd at 6:00 pm
Location: Waterbean , 9705 Sam Furr Huntersville, NC 2878
Applicant and the neighborhood attendees discussed the following comments and questions:

The Questions and Concerns were as follows:

What does a business like this do for home values?

NA

What kind of lighting will be used?

Approved by city ordinances

What type of fence will be used for privacy?

Approved materials by city planning

What is the buffer for the land in reference to the houses ?

80 ft buffer

What are the hours for business?

NA

What materials are used for the turf of the project?

Asphalt and stone

Does Babe Stillwell have the room on the road for Rv's to drive and turn?

Traffic and Road analysis dictates

Does the project take down all the trees?

No there is a tree save plan and buffer

Will there be staff on site?

Yes

Will there be security on site?

Security Cameras

Will there be credit checks for those renting out space?

Yes

Will there be water on site?

No

How many spots will be on site ?

To be determined

Is there an office on site?

Yes

How long will it take to develop the site?

6 to 8 months

Will it be loud?

No

Sheet List Table		
Sheet Number	Sheet Title	Sheet Number
Z01	COVER	Z01
Z02	SURVEY	Z02
Z03	SITE PLAN	Z03
Z04	GRADING	Z04
Z05	TREE SAVE PLAN	Z05
Z06	LANDSCAPE	Z06

VICINITY MAP
SCALE: 1" = 1000'

CIVIL SITE PLAN PACKAGE
PROPOSED

BABE STILLWELL STORAGE
HUNTERSVILLE, MECKLENGERG COUNTY, NORTH CAROLINA

DEVELOPER / OWNER:

LIEBERMAN PROPERTIES LLC
16303 AUTUMN COVE LANE
HUNTERSVILLE, NC 28078
PH: (704) 905-2784

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

811 Know what's below. Call before you dig.

HensonFoley
Landscape Architecture | Civil Engineering
121 Gilead, Huntersville NC 28078
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com
NC ENGINEERING BOARD LICENSE #: C-0781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

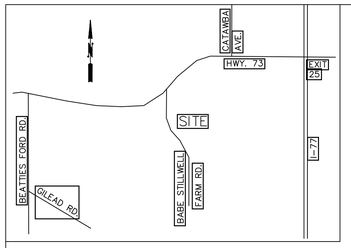
NORTH CAROLINA PROFESSIONAL SEAL 042187 ENGINEER BLAKE A. HENSON
11/5/2022

BABE STILLEWELL STORAGE
PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

COVER

REVISIONS:

C01 - COVER.DWG
PROJECT NUMBER: 222086
DATE: 11/16/2022 DRAWN BY: BAS
SHEET Z01 OF 5



VICINITY MAP
NO SCALE

Course	Bearing	Distance
L1	N 42°56'21" E	78.29'
L2	N 42°58'55" E	25.95'
L3	N 43°06'12" E	114.02'
L4	N 43°03'57" E	17.21'
L5	N 47°28'48" E	67.18'
L6	N 47°33'11" E	178.42'
L7	S 00°55'32" W	6.96'

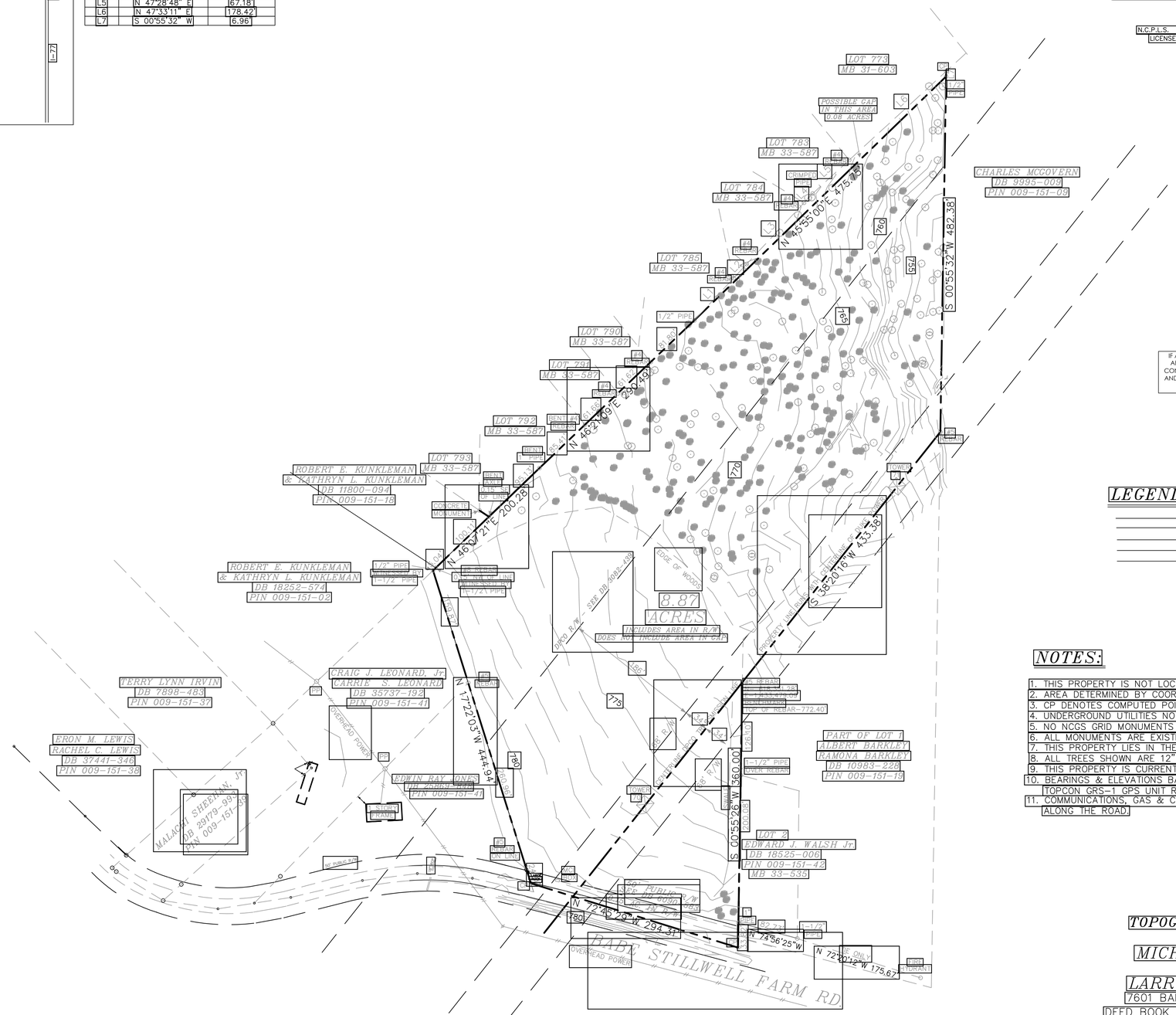
I, RUFUS JACKSON LOVE CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY UNDER MY DIRECT SUPERVISION, THAT THE RATIO OF PRECISION IS 1:10,000+ BEFORE ADJUSTMENTS; AND THAT THE ANGULAR ERROR WAS < 7.5 SECONDS PER TURN.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10TH DAY OF NOVEMBER, 2022

SIGNED AND SEALED
BY SURVEYOR ON THIS DATE

N.C.P.L.S. L-2844
LICENSE NO.

PROFESSIONAL LAND SURVEYOR



ANY ADDITIONAL PAVEMENT OR CURB NOT LOCATED BY SURVEY OR THAT CONFLICTS WITH PROPOSED PAVEMENT & CURB AND GUTTER MUST BE REMOVED

ALL PAVEMENT AND CURB TO BE REMOVED SHALL BE SAW CUT AT THE PROPOSED JOINT LOCATION

THIS SURVEY WAS PROVIDED BY OTHERS AND IS INCLUDED AS REFERENCE ONLY

SURVEY BY:
PYRAMID LAND SURVEYING
C-1341
RUFUS JACKSON LOVE
L-2844
P.O. BOX 11
DAVIDSON, NC 28036

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY HENSON FOLEY, INC IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

LEGEND:

- PROPERTY LINE
- TIE LINE
- UNSURVEYED LINE
- EDGE OF PAVEMENT
- SETBACK LINE
- CP COMPUTED POINT
- PP POWER POLE

NOTES:

1. THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD ZONE.
2. AREA DETERMINED BY COORDINATE COMPUTATION.
3. CP DENOTES COMPUTED POINT, NO MONUMENT FOUND OR SET.
4. UNDERGROUND UTILITIES NOT LOCATED AS OF THIS DATE.
5. NO NCGS GRID MONUMENTS ARE WITHIN 2000' OF SUBJECT PROPERTY.
6. ALL MONUMENTS ARE EXISTING UNLESS OTHERWISE NOTED.
7. THIS PROPERTY LIES IN THE MTN. ISLAND LAKE PA-2 WATERSHED.
8. ALL TREES SHOWN ARE 12" OR LARGER.
9. THIS PROPERTY IS CURRENTLY ZONED NR.
10. BEARINGS & ELEVATIONS BASED ON LOCAL CONTROL SET WITH TOPCON GRS-1 GPS UNIT RECEIVING RTK SOLUTIONS & NAVD 88 ELEVATIONS.
11. COMMUNICATIONS, GAS & CHARLOTTE WATER UTILITIES ARE RUNNING ALONG THE ROAD.

TOPOGRAPHICAL SURVEY
FOR
MICHAEL LIBERMAN
PROPERTY OF
LARRY DALTON IRVIN
7601 BABE STILLWELL FARM ROAD
DEED BOOK 27558-717, PIN 009-151-08
LEMLEY TOWNSHIP, MECKLENBURG COUNTY
NORTH CAROLINA
NOVEMBER 7, 2022

FILE NAME: LIBERMAN-MICHAEL

100 0 100 200 300
GRAPHIC SCALE - FEET 1"=100'

PYRAMID
LAND SURVEYING
C-1341
RUFUS JACKSON LOVE
PROFESSIONAL LAND SURVEYOR L-2844
P.O. Box 11
Davidson, NC 28036
(704) 892-4249

HensonFoley
Landscape Architecture | Civil Engineering
121 Gilead, Huntersville NC 28078
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NC ENGINEERING BOARD LICENSE #: C-2781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399
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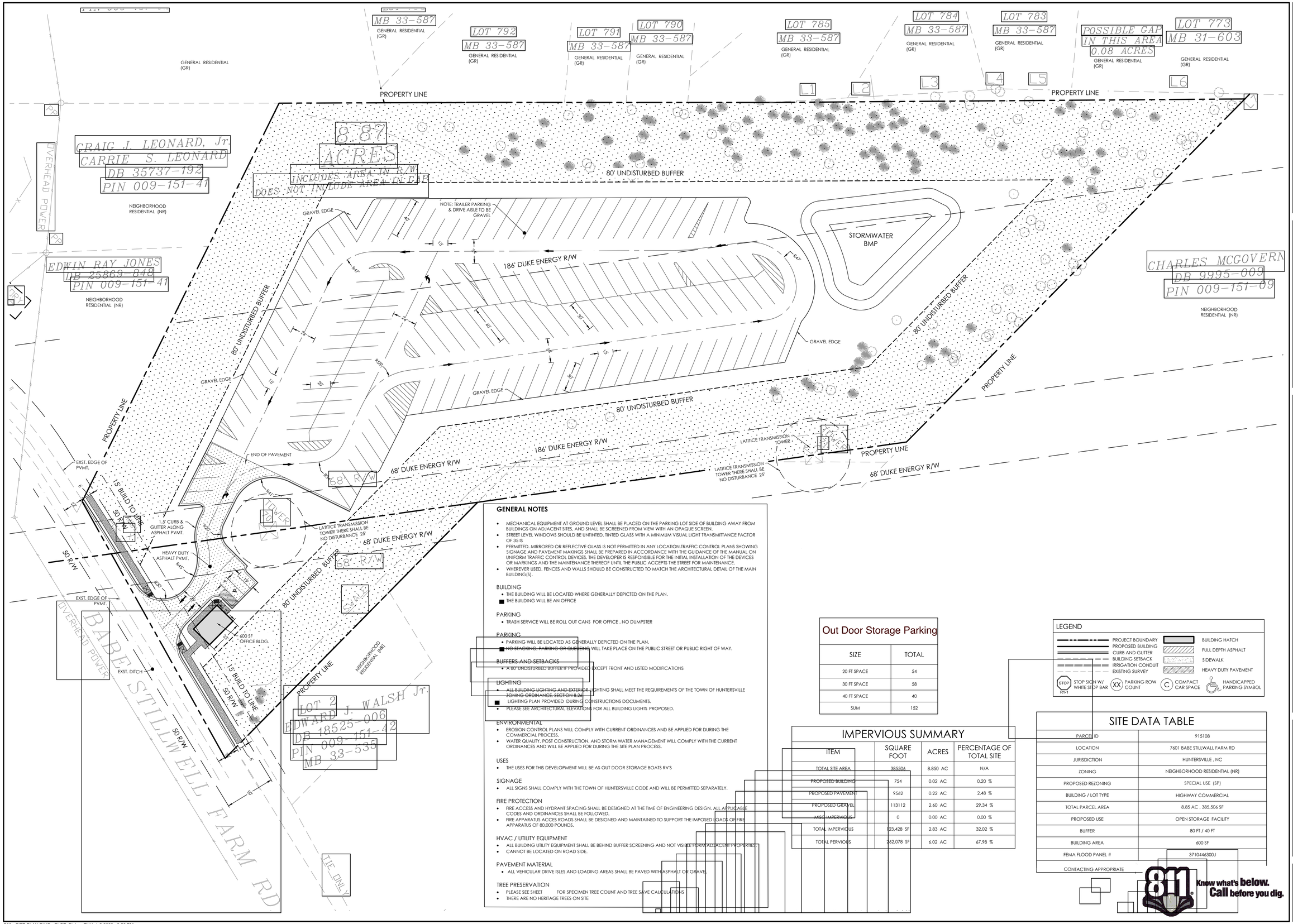
BABE STILLWELL STORAGE
PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

SURVEY

REVISIONS:

C02 - SURVEY.DWG
PROJECT NUMBER: 222086
DATE: 11/16/2022 DRAWN BY: BAS
SHEET Z02 OF 5



GENERAL NOTES

- MECHANICAL EQUIPMENT AT GROUND LEVEL SHALL BE PLACED ON THE PARKING LOT SIDE OF BUILDING AWAY FROM BUILDINGS ON ADJACENT SITES, AND SHALL BE SCREENED FROM VIEW WITH AN OPAQUE SCREEN.
- STREET LEVEL WINDOWS SHOULD BE UNTINTED. TINTED GLASS WITH A MINIMUM VISUAL LIGHT TRANSMITTANCE FACTOR OF 35 IS
- PERMITTED. MIRRORED OR REFLECTIVE GLASS IS NOT PERMITTED IN ANY LOCATION.TRAFFIC CONTROL PLANS SHOWING SIGNAGE AND PAVEMENT MARKINGS SHALL BE PREPARED IN ACCORDANCE WITH THE GUIDANCE OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE DEVELOPER IS RESPONSIBLE FOR THE INITIAL INSTALLATION OF THE DEVICES OR MARKINGS AND THE MAINTENANCE THEREOF UNTIL THE PUBLIC ACCEPTS THE STREET FOR MAINTENANCE.
- WHEREVER USED, FENCES AND WALLS SHOULD BE CONSTRUCTED TO MATCH THE ARCHITECTURAL DETAIL OF THE MAIN BUILDING(S).

BUILDING

- THE BUILDING WILL BE LOCATED WHERE GENERALLY DEPICTED ON THE PLAN.
- THE BUILDING WILL BE AN OFFICE

PARKING

- TRASH SERVICE WILL BE ROLL OUT CANS FOR OFFICE . NO DUMPSTER

PARKING

- PARKING WILL BE LOCATED AS GENERALLY DEPICTED ON THE PLAN.
- NO STACKING, PARKING OR QUEUEING WILL TAKE PLACE ON THE PUBLIC STREET OR PUBLIC RIGHT OF WAY.

BUFFERS AND SETBACKS

- A 80' UNDISTURBED BUFFER IF PROVIDED EXCEPT FRONT AND LISTED MODIFICATIONS

LIGHTING

- ALL BUILDING LIGHTING AND EXTERIOR LIGHTING SHALL MEET THE REQUIREMENTS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE, SECTION 8.3-1
- LIGHTING PLAN PROVIDED DURING CONSTRUCTIONS DOCUMENTS.
- PLEASE SEE ARCHITECTURAL ELEVATIONS FOR ALL BUILDING LIGHTS PROPOSED.

ENVIRONMENTAL

- EROSION CONTROL PLANS WILL COMPLY WITH CURRENT ORDINANCES AND BE APPLIED FOR DURING THE COMMERCIAL PROCESS.
- WATER QUALITY, POST CONSTRUCTION, AND STORM WATER MANAGEMENT WILL COMPLY WITH THE CURRENT ORDINANCES AND WILL BE APPLIED FOR DURING THE SITE PLAN PROCESS.

USES

- THE USES FOR THIS DEVELOPMENT WILL BE AS OUT DOOR STORAGE BOATS RV'S

SIGNAGE

- ALL SIGNS SHALL COMPLY WITH THE TOWN OF HUNTERSVILLE CODE AND WILL BE PERMITTED SEPARATELY.

FIRE PROTECTION

- FIRE ACCESS AND HYDRANT SPACING SHALL BE DESIGNED AT THE TIME OF ENGINEERING DESIGN. ALL APPLICABLE CODES AND ORDINANCES SHALL BE FOLLOWED.
- FIRE APPARATUS ACCES ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS OF 80,000 POUNDS.

HVAC / UTILITY EQUIPMENT

- ALL BUILDING UTILITY EQUIPMENT SHALL BE BEHIND BUFFER SCREENING AND NOT VISIBLE FORM ADJACENT PROPERTIES.
- CANNOT BE LOCATED ON ROAD SIDE.

PAVEMENT MATERIAL

- ALL VEHICULAR DRIVE ISLES AND LOADING AREAS SHALL BE PAVED WITH ASPHALT OR GRAVEL.

TREE PRESERVATION

- PLEASE SEE SHEET FOR SPECIMEN TREE COUNT AND TREE SAVE CALCULATIONS
- THERE ARE NO HERITAGE TREES ON SITE

Out Door Storage Parking

SIZE	TOTAL
20 FT SPACE	54
30 FT SPACE	58
40 FT SPACE	40
SUM	152

IMPERVIOUS SUMMARY

ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL SITE AREA	385506	8.850 AC	N/A
PROPOSED BUILDING	754	0.02 AC	0.20 %
PROPOSED PAVEMENT	9562	0.22 AC	2.48 %
PROPOSED GRAVEL	113112	2.60 AC	29.34 %
MISC IMPERVIOUS	0	0.00 AC	0.00 %
TOTAL IMPERVIOUS	123,428 SF	2.83 AC	32.02 %
TOTAL PERVIOUS	262,078 SF	6.02 AC	67.98 %

LEGEND

- PROJECT BOUNDARY
- PROPOSED BUILDING
- CURB AND GUTTER
- BUILDING SETBACK
- IRRIGATION CONDUIT
- EXISTING SURVEY
- BUILDING HATCH
- FULL DEPTH ASPHALT
- SIDEWALK
- HEAVY DUTY PAVEMENT
- STOP SIGN W/ WHITE STOP BAR (R1-1)
- PARKING ROW COUNT (XX)
- COMPACT CAR SPACE (C)
- HANDICAPPED PARKING SYMBOL

SITE DATA TABLE

PARCEL ID	915108
LOCATION	7601 BABE STILLWALL FARM RD
JURISDICTION	HUNTERSVILLE , NC
ZONING	NEIGHBORHOOD RESIDENTIAL (NR)
PROPOSED REZONING	SPECIAL USE (SP)
BUILDING / LOT TYPE	HIGHWAY COMMERCIAL
TOTAL PARCEL AREA	8.85 AC , 385,506 SF
PROPOSED USE	OPEN STORAGE FACILITY
BUFFER	80 FT / 40 FT
BUILDING AREA	600 SF
FEMA FLOOD PANEL #	3710446300J
CONTACTING APPROPRIATE	

811 Know what's below. Call before you dig.

HensonFoley
Landscape Architecture | Civil Engineering
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NC ENGINEERING BOARD LICENSE #: C-2781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

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NORTH ARROW

GRAPHIC SCALE 1"=40 FT.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL No. 708 BLAKE A. HENSON 1/5/2023

BABE STILLEWELL STORAGE

PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

SITE PLAN

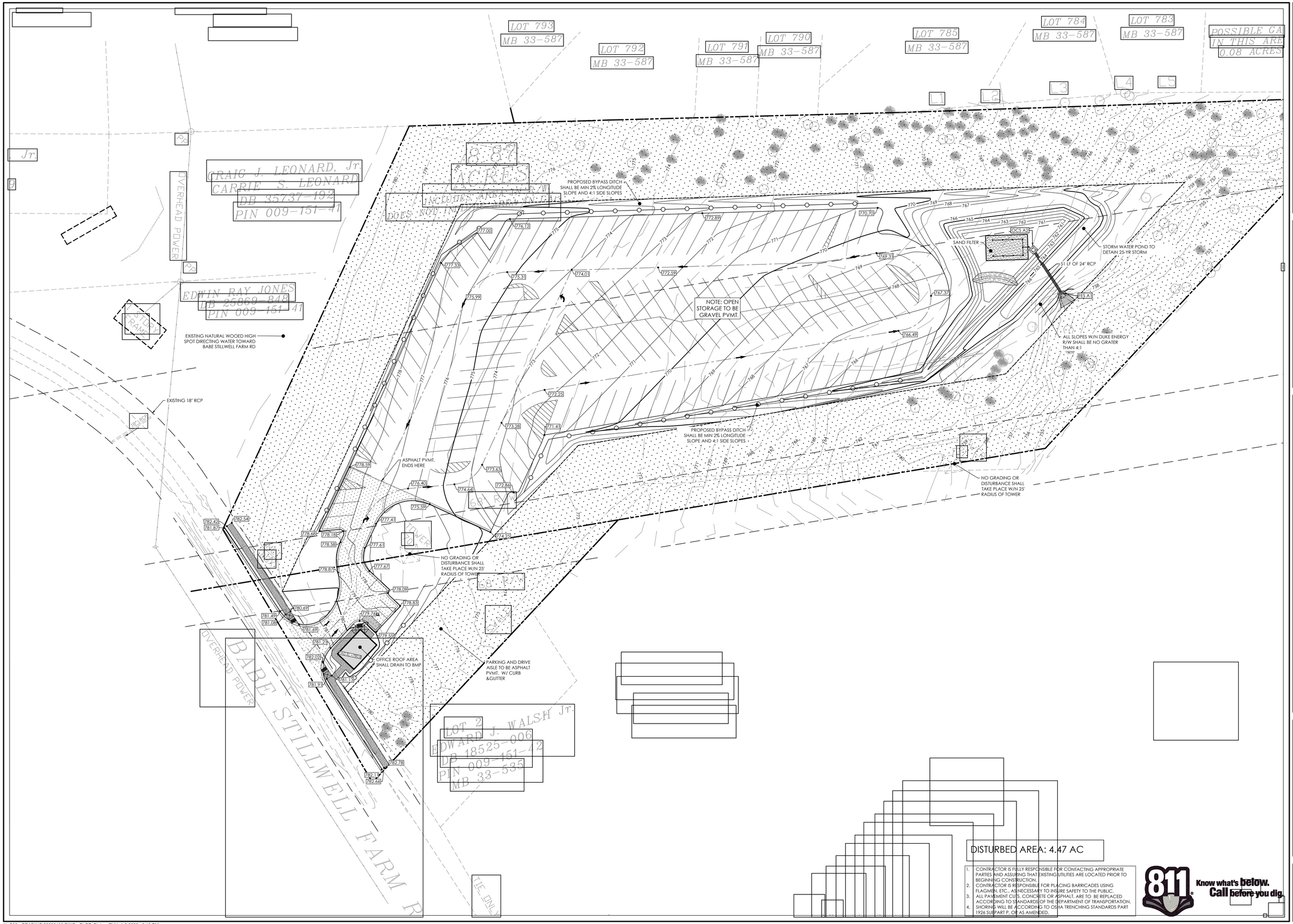
REVISIONS:

C03 - SITE PLAN.DWG

PROJECT NUMBER: 222086

DATE: 11/16/2022 DRAWN BY: BAS

SHEET Z03 OF 5



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

811 Know what's below. Call before you dig.

HensonFoley
Landscape Architecture | Civil Engineering
121 Gilead, Huntersville NC 28078
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com
NC ENGINEERING BOARD LICENSE #: C-2781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

NORTH ARROW
GRAPHIC SCALE 1"=40 FT.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036724 BLAKE A. HENSON
1/5/2023

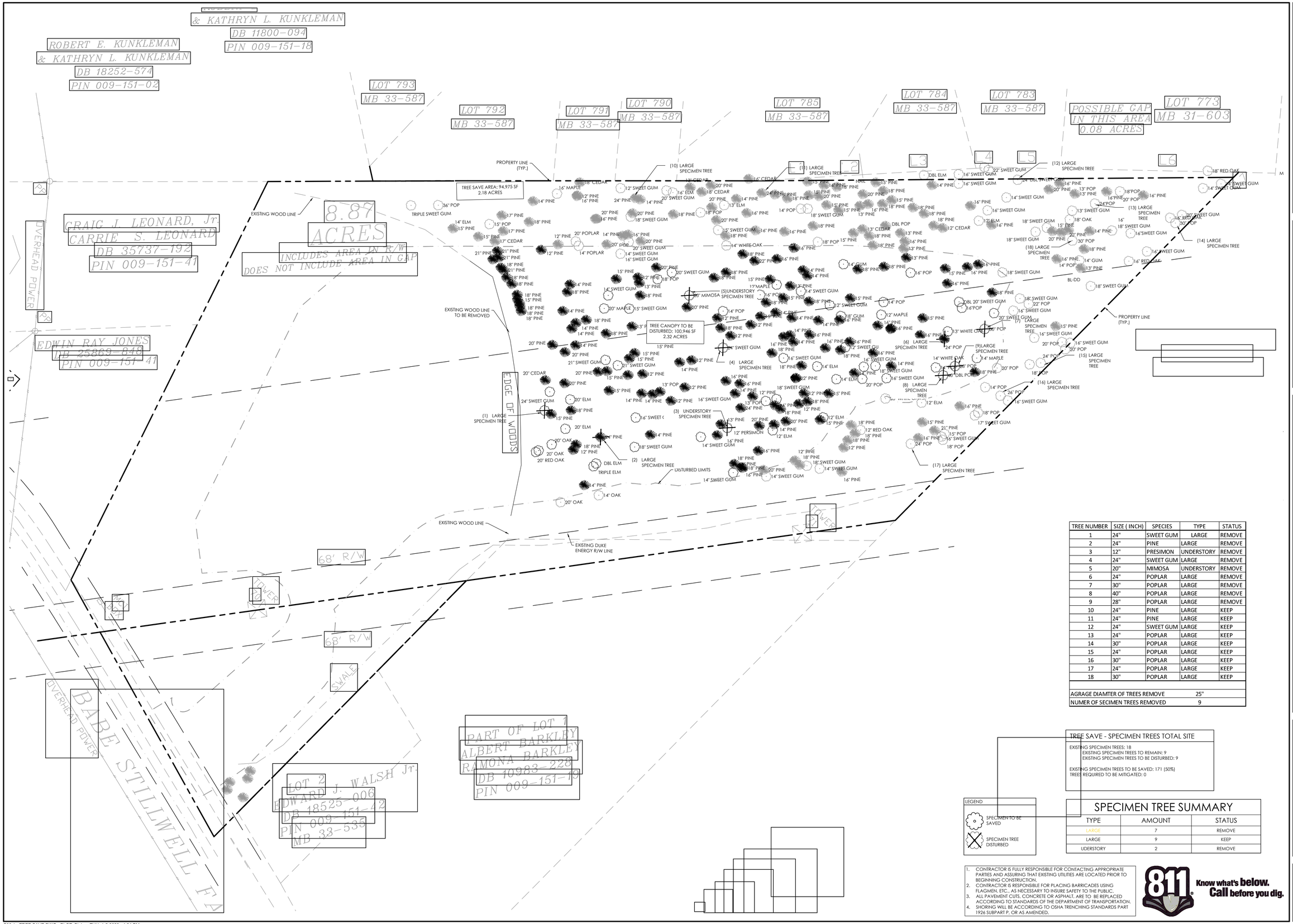
BABE STILLEWELL STORAGE

PIN #/ PARCEL ID: 00915108
7801 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

GRADING AND STORM DRAINAGE

REVISIONS:

X- C06 - GRADING 20230103.DWG
PROJECT NUMBER: 222086
DATE: 11/16/2022 DRAWN BY: BAS
SHEET Z04 OF 5



TREE NUMBER	SIZE (INCH)	SPECIES	TYPE	STATUS
1	24"	SWEET GUM	LARGE	REMOVE
2	24"	PINE	LARGE	REMOVE
3	12"	PRESIMON	UNDERSTORY	REMOVE
4	24"	SWEET GUM	LARGE	REMOVE
5	20"	MIMOSA	UNDERSTORY	REMOVE
6	24"	POPLAR	LARGE	REMOVE
7	30"	POPLAR	LARGE	REMOVE
8	40"	POPLAR	LARGE	REMOVE
9	28"	POPLAR	LARGE	REMOVE
10	24"	PINE	LARGE	KEEP
11	24"	PINE	LARGE	KEEP
12	24"	SWEET GUM	LARGE	KEEP
13	24"	POPLAR	LARGE	KEEP
14	30"	POPLAR	LARGE	KEEP
15	24"	POPLAR	LARGE	KEEP
16	30"	POPLAR	LARGE	KEEP
17	24"	POPLAR	LARGE	KEEP
18	30"	POPLAR	LARGE	KEEP
AGRAGE DIAMTER OF TREES REMOVE			25"	
NUMER OF SECIMEN TREES REMOVED			9	

TREE SAVE - SPECIMEN TREES TOTAL SITE

EXISTING SPECIMEN TREES: 18
EXISTING SPECIMEN TREES TO REMAIN: 9
EXISTING SPECIMEN TREES TO BE DISTURBED: 9

EXISTING SPECIMEN TREES TO BE SAVED: 171 (50%)
TREES REQUIRED TO BE MITIGATED: 0

LEGEND

SPECIMEN TO BE SAVED

SPECIMEN TREE DISTURBED

SPECIMEN TREE SUMMARY

TYPE	AMOUNT	STATUS
LARGE	7	REMOVE
LARGE	9	KEEP
UDERSTORY	2	REMOVE

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
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NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399
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NORTH ARROW
GRAPHIC SCALE 1"=40 FT.

NORTH CAROLINA PROFESSIONAL SEAL AND SIGNATURE BLANKENSHIP HENSON NO. 706 1/5/2023

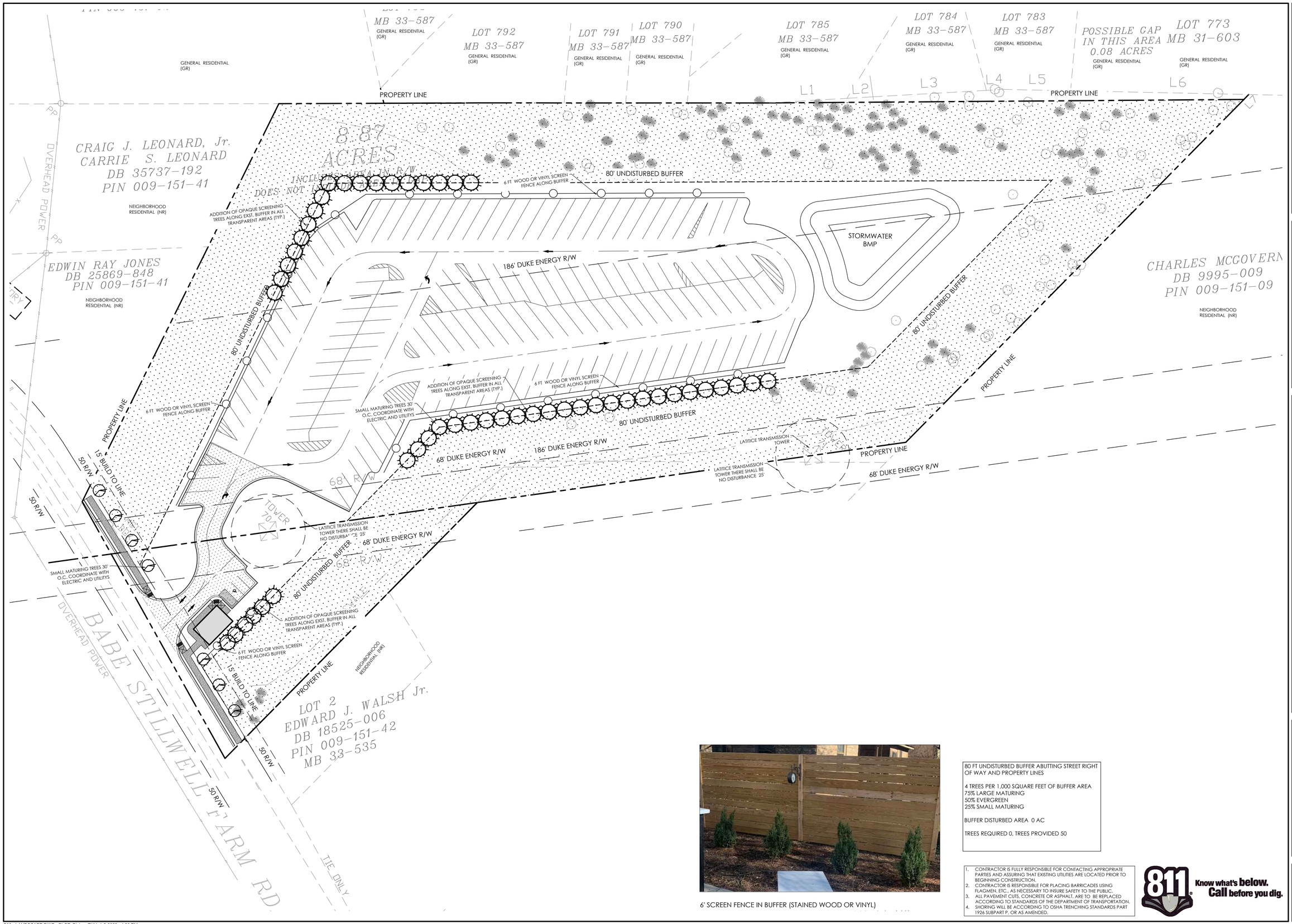
BABE STILLEWELL STORAGE

PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

TREE SAVE PLAN

REVISIONS:

C08.1 - TREE SAVE.DWG
PROJECT NUMBER: 222086
DATE: 11/16/2022 DRAWN BY: BAS
SHEET Z05 OF 5



6' SCREEN FENCE IN BUFFER (STAINED WOOD OR VINYL)

80 FT UNDISTURBED BUFFER ABUTTING STREET RIGHT OF WAY AND PROPERTY LINES

4 TREES PER 1,000 SQUARE FEET OF BUFFER AREA
75% LARGE MATURING
50% EVERGREEN
25% SMALL MATURING

BUFFER DISTURBED AREA 0 AC

TREES REQUIRED 0, TREES PROVIDED 50

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
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NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

NORTH ARROW

GRAPHIC SCALE 1"=40 FT.

NORTH CAROLINA LICENSED LANDSCAPE ARCHITECT NO. 106 BRIAN A. HENSON
1/5/2023

BABE STILLEWELL STORAGE

PIN #/ PARCEL ID: 00915108
7601 BABE STILLWELL FARM RD
HUNTERSVILLE, NC 28078

LANDSCAPE

REVISIONS:

C08 - LANDSCAPE.DWG

PROJECT NUMBER: 222086

DATE: 11/16/2022 DRAWN BY: BAS

SHEET Z06 OF 5

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

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

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

Applicant: Lieberman Properties LLC

Project Name: Babe Stillwell Storage

Project Address: 7603 Babe Stillwell Farm Rd

Project Description (including square footage for each proposed land use):
This site will be developed for an open storage lot composed of mainly gravel parking with a 600 SF office building, and asphalt paved parking/ access road.

Applicant

Printed Name Lieberman Properties LLC Phone (704) 905-2784

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

Signature Blake Sanders

Title Civil Engineer Email blake@hensonfoley.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 4/3/23

Daily Trips Anticipated 162

Peak Hour Trips Anticipated AM 10 **PM** 17

TIA Required (Yes/No) No

Date of Determination: 4/3/23

Comments: used 112k of mini-storage for the trip generation which may over estimate the number of trips.

Last Updated December 2021

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Jesse James, Senior Planner

Date: May 1, 2023

Subject: Petition #R23-03 - Ultimate Athlete

EXPLAIN REQUEST:
Conduct a public hearing on Petition #R23-03 Ultimate Athlete, a request by Jeremy Martin to rezone +/- 1.290 acres located at 15901 Cramur Drive from Neighborhood Center and General Residential to Highway Commercial Conditional District for an indoor/outdoor recreation center.

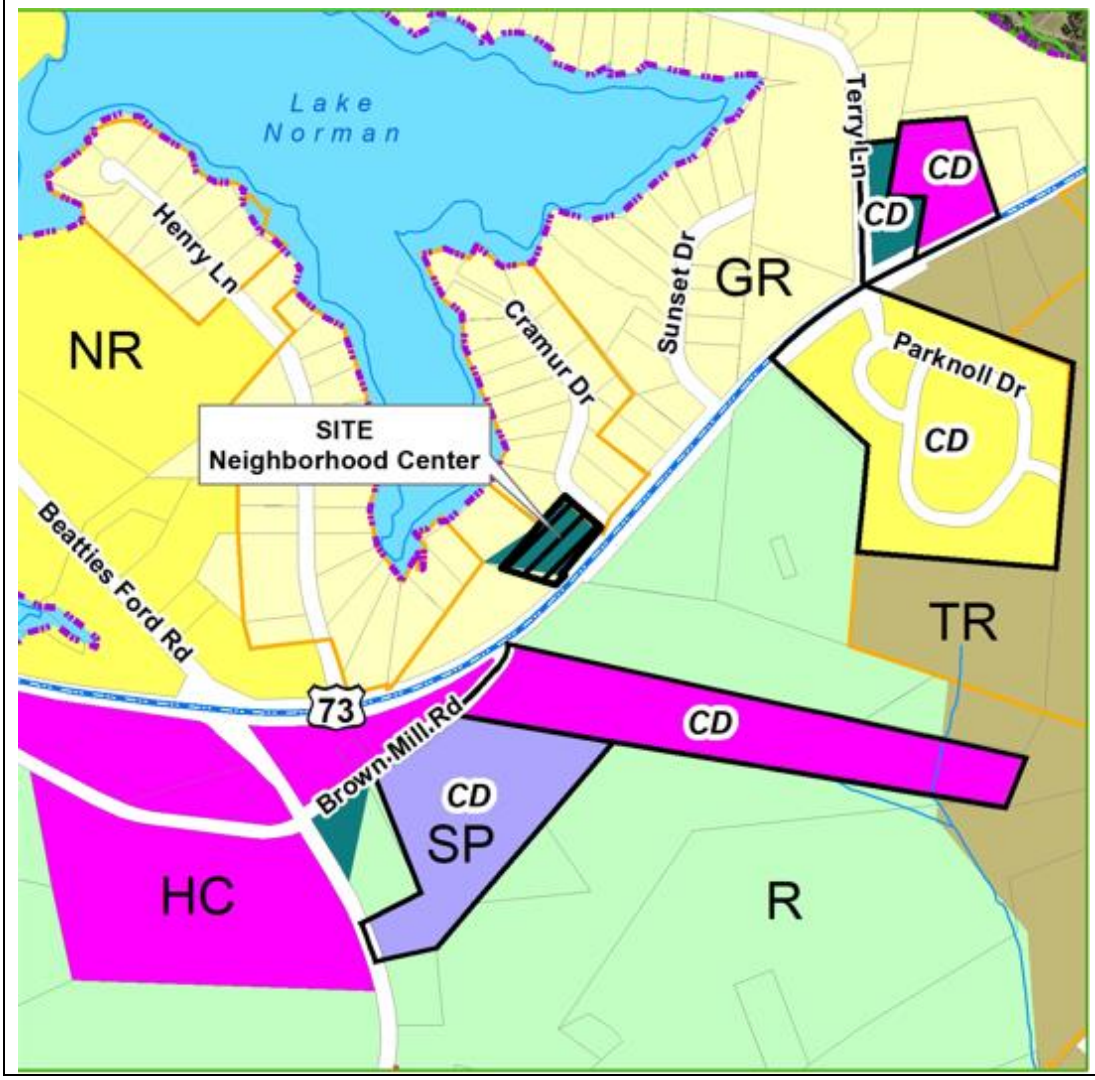
ACTION RECOMMENDED:
Conduct Public Hearing

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. R23-03 PH 5 1 23 Staff Report
2. General_Application_-_December_2020_-_Conditional_Rezoning_-_Signed
3. 2023-04-03_-_222102_-_Ultimate_Athlete_Fitness_Center
4. Community meeting forms & Material
5. TIA Determination 3-29-23

Petition R23-03
Ultimate Athlete Conditional District Rezone

PART 1: PROJECT SUMMARY



Applicant: Jeremy Martin

Property Owner: Martin Family of 4 LLC

Property Address: 15901 Cramur Drive

Project Size: (+/-) 1.29 acres

Parcel Numbers: 00102370

Current Zoning: Neighborhood Center (NC) General Residential (GR)

Current Land Use: Indoor Recreation Only

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

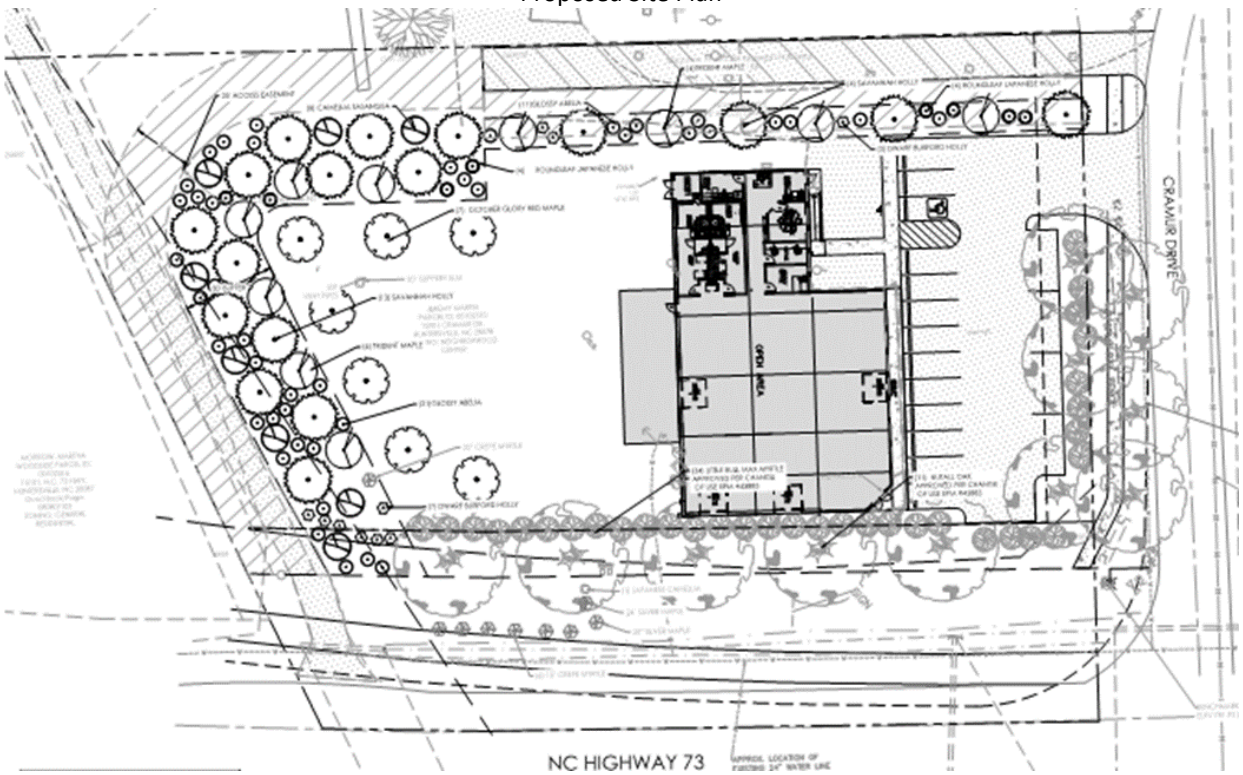
Proposed Land Use: Indoor/Outdoor Recreation

1. Purpose: Rezone 1.29-acres at the corner of Cramur Drive and Highway 73 from Neighborhood Center and General Residential(GR portion was recombined and is only a .171 piece of land) (NC&GR) to Highway Commercial-Conditional District (HC-CD) to permit a proposed Indoor and Outdoor Recreation Facility. HC is being proposed due to its proximity to adjacent Highway 73 and to permit the outdoor recreation use that Neighborhood Center does not allow. Indoor Recreation is permitted in the current zoned NC District, outdoor recreation is a permitted land use by right in the HC district.

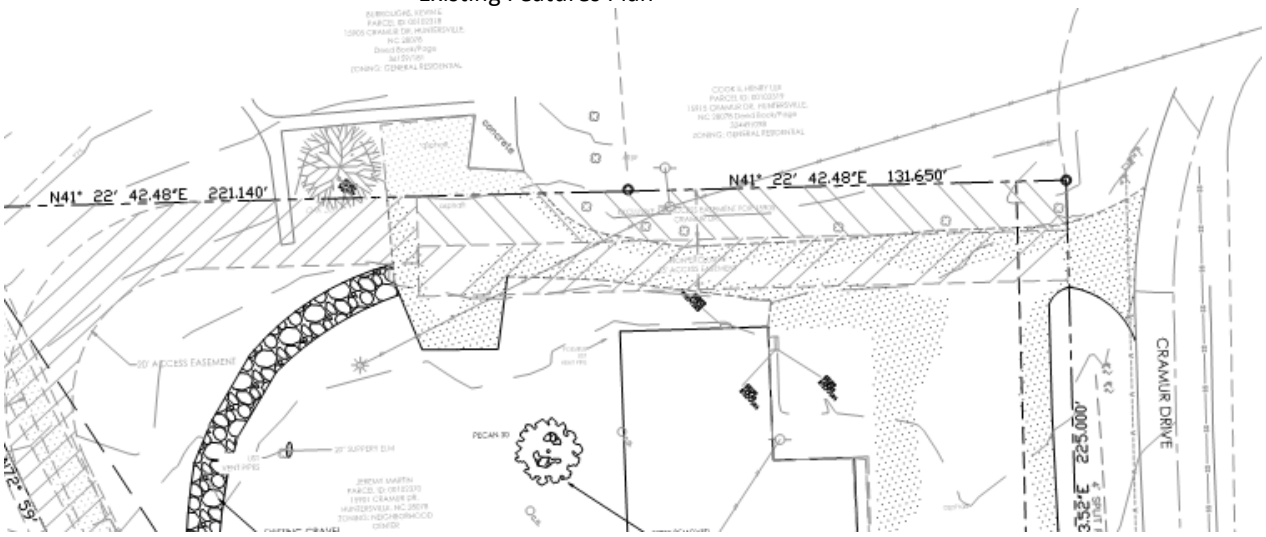
2. Adjoining Zoning and Land Uses.
   - North: General Residential– Single Family Residential
   - South: Rural Conditional District- Single Family Residential
   - East: General Residential- Vacant
   - West: General Residential- Single Family Residential
3. A neighborhood meeting was held on Tuesday, March 21, 2023 and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment C).
4. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Highway 73.

PART 2: REZONING/SITE PLAN

Proposed Site Plan

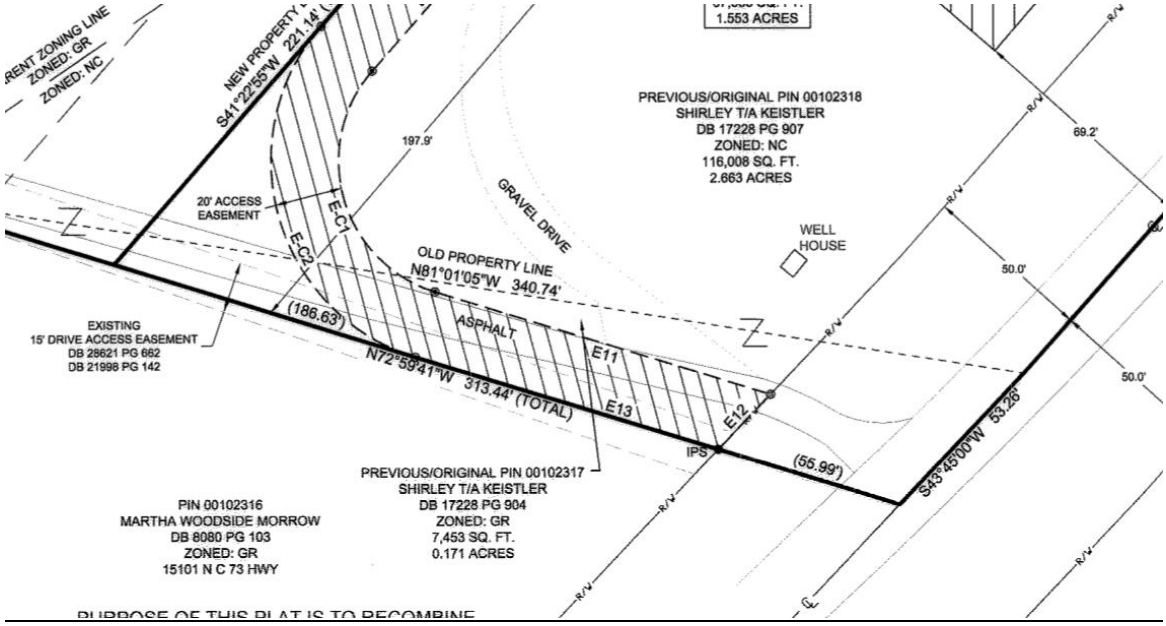


Existing Features Plan



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

- One modification to the ordinance is proposed which asks for a reduced 10 foot buffer to the required 30 foot buffer against a portion of the northern property line. This is to accommodate the driveway and 15' access easement for that same adjacent property. As seen in the proposed site plan and the existing features plan above, the existing condition shows an access easement for the adjacent lot to the North, which limits the amount of buffering that the proposed site can have. The proposed plan moves that easement against the property line for the adjacent driveway. This allows the buffer to go against the proposed use.
- The building is existing, and no expansion is proposed, just a building upfit and addition of new doors/windows, outdoor patio and recreation area on the lawn.
- The site is proposed to come into compliance with current zoning ordinance requirements for landscaping (minus the reduced buffer) and replacement of existing parking to new standards.
- There will be a proposed outdoor recreation area in the back yard.
- ROW frontage improvements meeting Town standards are proposed along Cramur Drive.
- The proposed rezoning plan does not account for the recently recombined parcel 00102317 that is zoned GR. The application, and the rezoning plan will need to show the differentiation in existing zoning, and proposed zoning going to HC-CD in its entirety.



PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis (TIA)

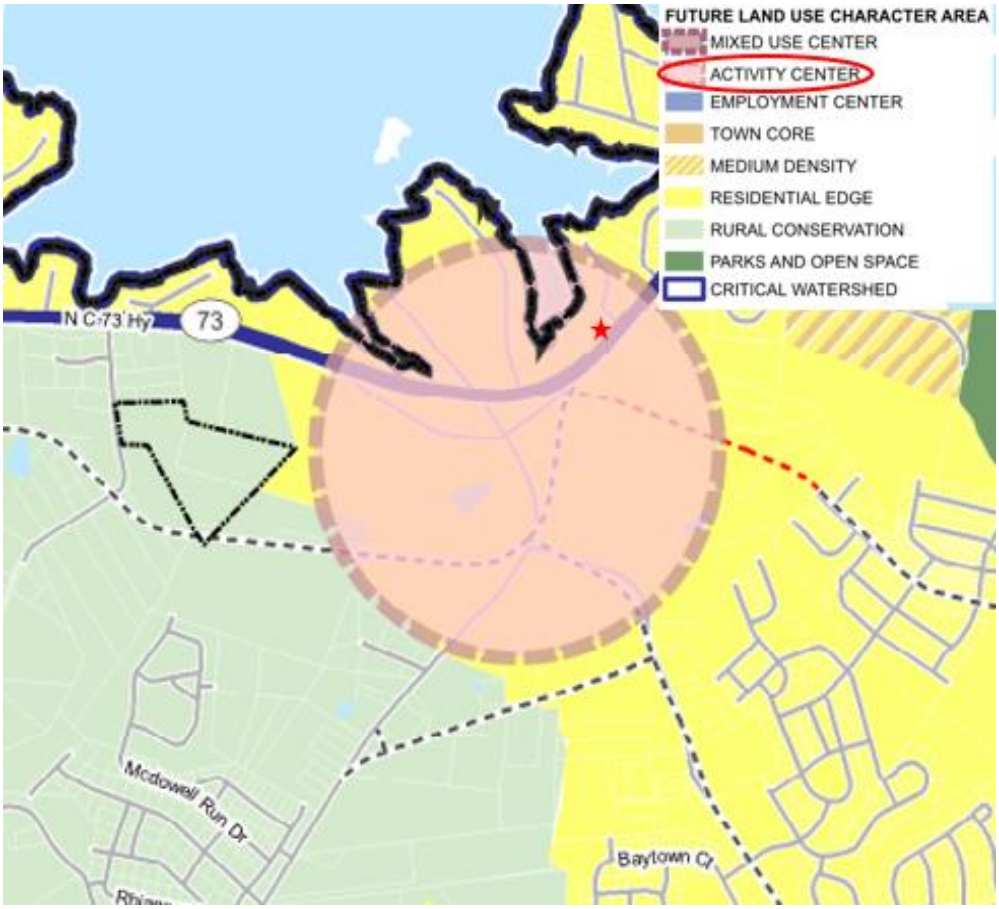
The Application for Determination was submitted on March 29, 2023 and no TIA will be required for this project. (Attachment D)

Highway 73 along this route will be improved and widened to add more lanes and sidewalks with starting date approximately 2026. This is NCDOT NC TIP # U-5765 for reference.

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan



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

- **Policy LU 6.1:** A mix of land uses is encouraged in Mixed-Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.
  Staff Comment: This project will provide a land use that is not present in that Activity Center node.
- **EV 2.1:** Promote and encourage local businesses, particularly small businesses.
  Foster a dynamic, diversified, and inclusive business climate that highlights why the Town of Huntersville can support private investment and locally expanding businesses.
  Staff Comment: This is a local small business and this expansion to allow outdoor recreation would potentially enhance the businesses vitality.

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

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**
   STAFF COMMENT: The proposed rezoning for the Ultimate Gym to allow for outdoor recreation in the already permitted indoor recreation gym would be consistent with the overall character of the area because it greatly enhances the amount of vegetation and buffering that existed with the former retail lighting use. This property has Highway 73 access and acts as a buffer to the residential uses surrounding it.

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

   - A Transportation Impact Analysis Application for Determination was submitted and resulted in the determination by Town Staff that no TIA was required for this proposal.
   - The proposal has already been provided assurance of utilities needed to run the business with the approval of the change of use permit.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource."**
   STAFF COMMENT:
   Planning staff has no indication that the request will adversely affect known archeological, environmental, historical or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R23-03, Ultimate Gym, Staff recommends approval. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 6.1 and EV 2.1 which encourage a mix of land uses in Activity Centers and promotes and encourages local/small businesses to locate in Huntersville.

It is reasonable and in the public interest to amend zoning map for this rezoning being that it is consistent with the existing development patterns in the area and supports the goals set for in the 2040 Community Plan for Activity Centers. Lastly the requested modification of the buffer yard (Buffer yard reduction) are in keeping with the spirit of the Ordinance and therefore supported.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for May 1, 2023

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board Meeting is scheduled for May 23, 2023

PART 8: TOWN BOARD RECOMMENDATION

Town Board meeting is scheduled for June 20, 2023

PART 9: ATTACHMENTS/ENCLOSURES

Attachments
A – Rezoning Application
B – Proposed CD Rezoning Plan
C– Community Meeting Report (March 21, 2023)
D- TIA Determination Form

PART 10: CONSISTENCY STATEMENT – R23-03 Ultimate Athlete

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R23-03, Ultimate Athlete, STAFF RECOMMENDS APPROVAL. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 6.1 and EV 2.1 which encourage a mix of land uses in Activity Centers and promotes and encourages local/small businesses to locate in Huntersville. **It is reasonable and in the public interest to amend zoning map for this rezoning being that it is consistent with the existing development patterns in the area and supports the goals set for in the 2040 Community Plan for Activity Centers. Lastly the requested modification of the buffer yard (Buffer yard reduction) is in keeping with the spirit of the Ordinance and therefore supported.**	APPROVAL: In considering the proposed rezoning application R23-03, Ultimate Athlete, the Planning Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**	APPROVAL: In considering the proposed rezoning application R23-03; Ultimate Athlete, the Town Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**
	DENIAL: In considering the proposed rezoning application R23-03, Ultimate Athlete, the Planning Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).**	DENIAL: In considering the proposed rezoning application R23-03; Ultimate Athlete, the Town Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**

General Application

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

1. Application Type

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

☐ Change of Use ☐ Commercial Site Plan ☒ Conditional Rezoning ☐ General Rezoning ☐ Master Signage Program ☐ Special Use Permit ☐ Revision to Original Project # _____ ☐ Other _____	SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance ☐ Sketch Plan ☐ Preliminary Plan ☐ Final Plat (Includes Minor Subdivision) ☐ Exempt Subdivision ☐ Final Plat Revision ☐ Farmhouse Cluster

2. Project Data

Date of Application 01-30-2023

Name of Project Ultimate Athlete Fitness Rezoning Phase # (if subdivision) _____

Project Address 15901 Cramur Dr, Huntersville, 28078 NC

Parcel Identification Number(s) (PIN) 00102370

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

Property Size (acres) 1.290 AC Street Frontage (feet) 489'

Current Land Use Indoor recreation

Proposed Land Use(s) Indoor & outdoor recreation

Is the project within Huntersville's corporate limits?
Yes X No_____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

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

To propose an outdoor recreation fitness center.

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name Jeremy Martin Phone 704-577-1402

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

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

Signature Jeremy Martin Printed Name: Jeremy Martin

Title Owner Email jmartin@ultathlete.com

Address of Applicant 6426 JIM KIDD ROAD, HUNTERSVILLE, NC 28078

7. Property Owner (if different than applicant)

*Printed Name_____ Phone_____

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

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

Signature_____ Printed Name _____

Title_____ Email_____

Address of Property Owner_____

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

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

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
Hensonfoley	Jay Henson	(704) 875-1615	jay@hensonfoley.com

Design Firm	Name of Contact	Phone	Email
Hensonfoley	Jay Henson	(704) 875-1615	jay@hensonfoley.com

Contact Information

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

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	SURVEY & EXISTING CONDITIONS
3	REZONING SITE PLAN
4	LANDSCAPE PLAN

⚠ 03/07/2023 INTERACTIVE COMMENTS

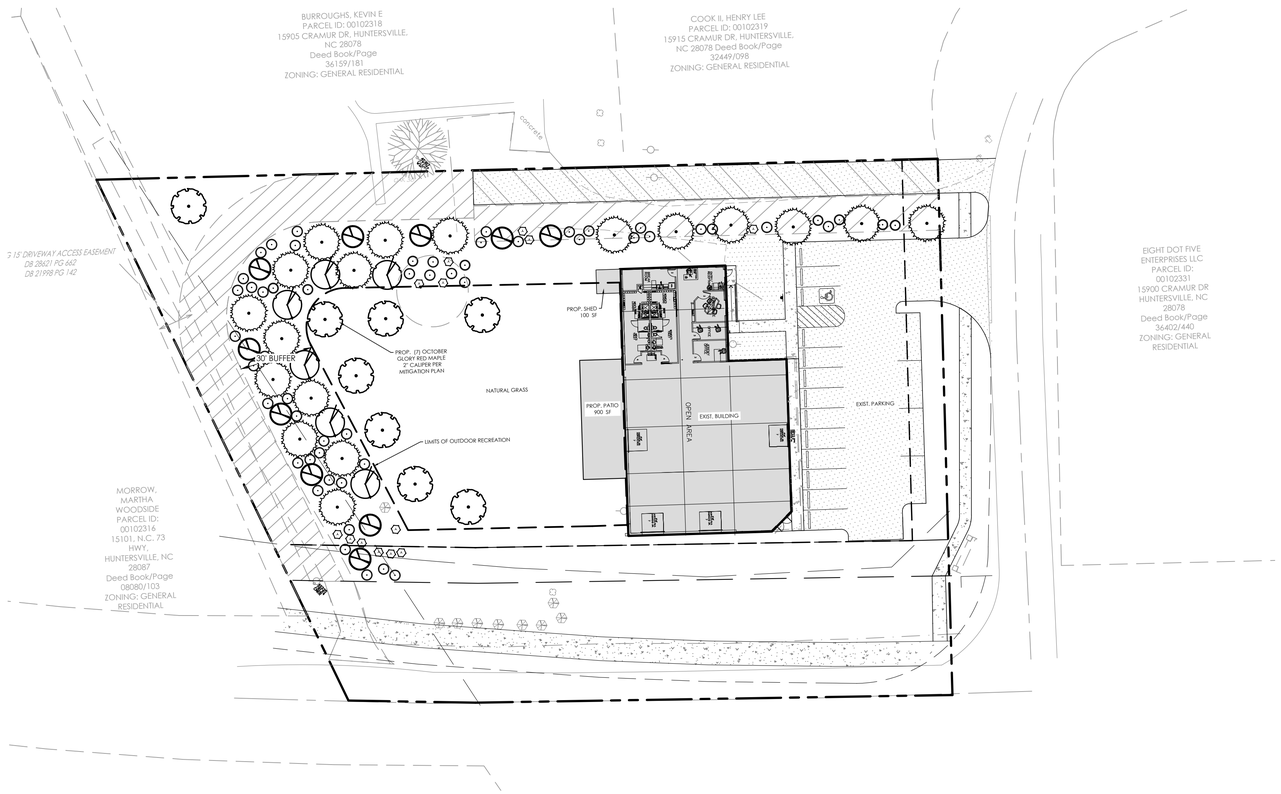
REZONING PACKAGE
PROPOSED

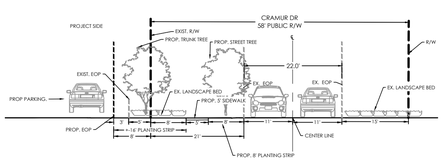
ULTIMATE ATHLETE FITNESS CENTER
HUNTERSVILLE, MECKLENBURG, NC

PREVIOUS CHANGE OF USE EPM #438883
EPM # 445995

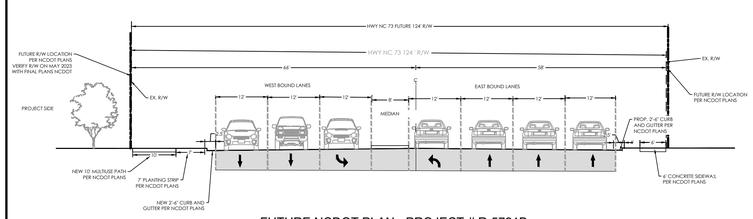
PURPOSE:
TO REZONE EXISTING FITNESS CENTER TO HIGHWAY COMMERCIAL (HC-CD) IN ORDER TO ALLOW AN OUTDOOR RECREATION FITNESS

VICINITY MAP
SCALE: N.T.S.





CRAMUR DR TYPICAL SECTION



FUTURE NCDOT PLAN - PROJECT # R-5721B

DEVELOPER/OWNER:
JEREMY MARTIN
6426 JIM KIDD ROAD
HUNTERSVILLE, NC 28078
PH: (704)-577-1402
E-MAIL: JMARTIN@ULTATLETHE.COM

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
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NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-299

NORTH CAROLINA PROFESSIONAL SEAL 019 LANDSCAPE ARCHITECT BRYAN A. HENSON
12/15/2023

ULTIMATE ATHLETE FITNESS CENTER
PARCEL ID 00102370
15901 CRAMUR DR, HUNTERSVILLE, NC 28078
COVER

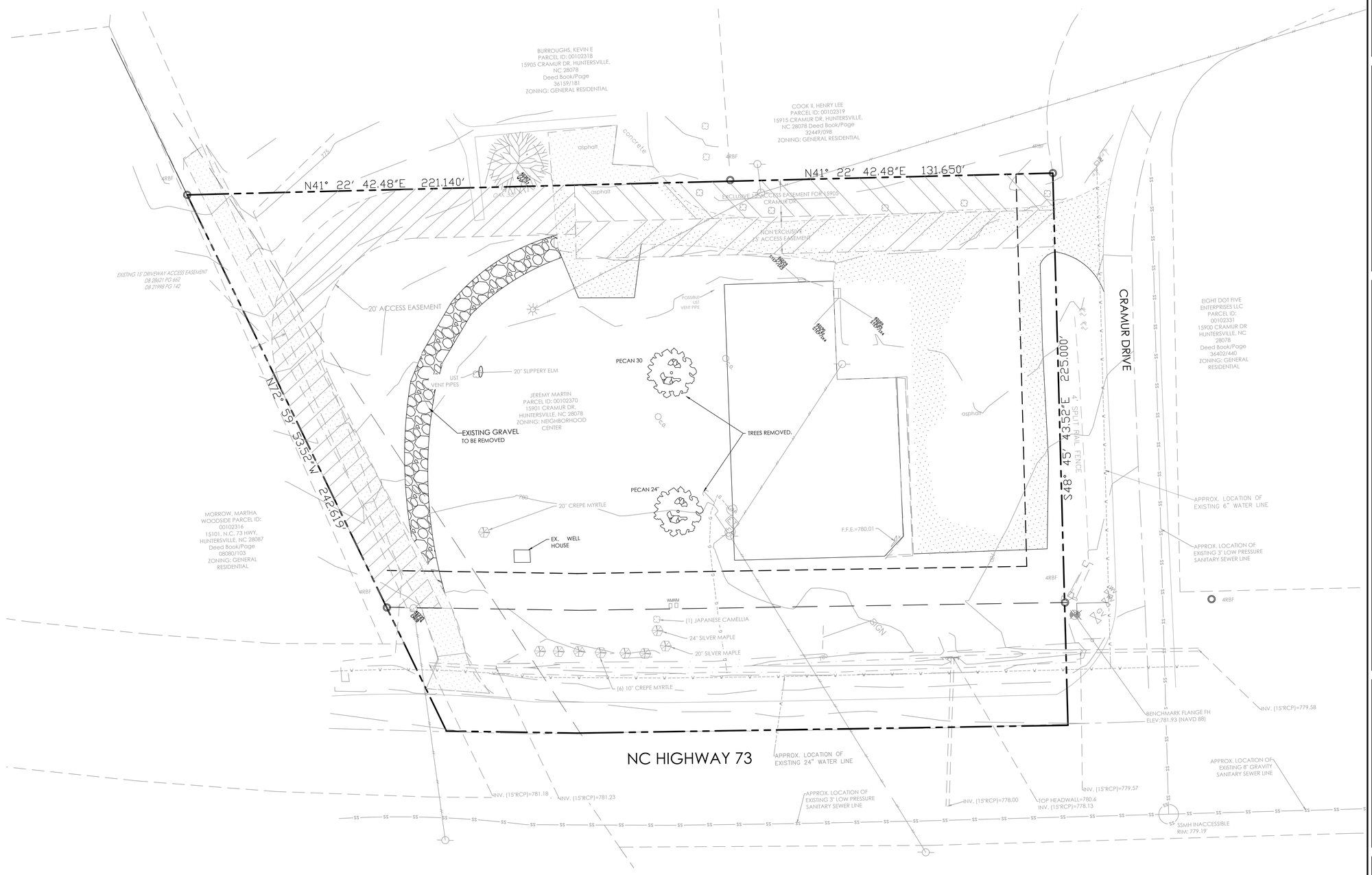
REVISIONS:
02/21/2023 EPM COMMENTS
⚠ 03/07/2023 INTERACTIVE COMMENTS
03/30/2023 EPM COMMENTS

C01 - COVER.DWG
PROJECT NUMBER: 222102
DATE: 12/20/2022 DRAWN BY: MG
SHEET 1 OF 4

ANY ADDITIONAL PAVEMENT OR CURB NOT LOCATED BY SURVEY OR THAT CONFLICTS WITH PROPOSED PAVEMENT & CURB AND GUTTER MUST BE REMOVED

ALL PAVEMENT AND CURB TO BE REMOVED SHALL BE SAW CUT AT THE PROPOSED JOINT LOCATION

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY HENSON FOLEY, INC IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.



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NC ENGINEERING BOARD LICENSE #: C-2781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

NORTH ARROW

GRAPHIC SCALE 1"=20 FT.

ULTIMATE ATHLETE FITNESS CENTER

PARCEL ID 00102370

15901 CRAMUR DR, HUNTERSVILLE ,NC 28078

SURVEY & EXISTING CONDITIONS

REVISIONS:

02/21/2023 EPM COMMENTS

03/30/2023 EPM COMMENTS

C02 - SURVEY.DWG

PROJECT NUMBER: 222102

DATE: 12/20/2022 DRAWN BY: MG

SHEET 2 OF 4

SITE DATA TABLE

PARCEL ID	# 00102370
LOCATION	15901 CRAMUR DR HUNTERSVILLE NC 28078
JURISDICTION	HUNTERSVILLE
OWNER	JEREMY MARTIN
	15901 CRAMUR DR
	HUNTERSVILLE NC 28078
EXISTING ZONING	NC
PROPOSED ZONING	(HC-CD)
TOTAL PARCEL AREA	1.290 AC
EXISTING BUILDING USE	FITNESS CENTER (INDOOR RECREATION)
PROPOSED BUILDING USE	FITNESS CENTER (INDOOR AND OUTDOOR RECREATION)
MIN. FRONT / STREET SETBACK	15'
MIN. SIDE SETBACK	-
MIN. REAR SETBACK	-
BUILDING	HEIGHT 14' - FLOOR AREA - 6,121 SF
PARKING SPACES REQUIRED	1/500 SF =6,121 SF/500= 12.2 = 13 SPACES
PARKING SPACES PROVIDED	17 SPACES (1 ADA)
REQUIRED TREE SAVE	30% SPECIMEN TREES
MITIGATION PLAN OF TREES ALREADY REMOVED	7 TREES 2" CALIPER + FUND/BANK
FEMA MAP NUMBER	3710462100K
FEMA MAP DATE	09/02/2015
SOIL TYPES	CeB2 (100%)
BUFFER REQUIREMENTS	MINIMUM 30' BUFFER
	30' BUFFER ADJACENT TO RESIDENTIAL USE
ALTERATIONS TO THE CONDITIONAL PLAN ARE SUBJECT TO SECTION 6.207 (ALTERATIONS TO APPROVALS)	
ALL ARCHITECTURAL DESIGN STANDARDS SHALL APPLY	
SITE LIGHTING BY OTHERS & SHALL COMPLY WITH LAND DEVELOPMENT STANDARDS	
PROJECT TO BE DEVELOPED IN ONE (1) PHASE	

PCSO SUMMARY

Original Parcel ID Number(s):	102370	
Development Type:	Commercial	
Subject to PCSO? Y/N	N	
If NO, why?	Below BUA/Disturbance Thresholds	
Watershed:	Huntersville PC District	
Disturbed Area (ac):	0.98	
Site Area (ac):	1.29	
	DA#1	DA#2
Total on-site Drainage Area (ac):	1.29	
Existing Built-upon-area (SF) (Before June 30, 2007):	23,253	
Remaining Acreage:	0.75	
Proposed New BUA (SF):	3,745	
Proposed % BUA:	10.29%	
Density (High / Low)	Low	
Total Post-Project BUA for site:	23,457	
Development or Redevelopment?	Redevelopment	
Natural Area Required (ac):	N/A	
Natural Area provided, total (ac):	N/A	
Undisturbed Treed Natural Area Preserved (ac):	N/A	
Total stream buffer protected on-site (ac):		
Transit Station Area? Y/N	N	
Distressed Business District? Y/N	N	
Mitigation Type (if applicable)	N/A	
Natural Area mitigation? Y/N	N	
Buffer Mitigation? Y/N	N	
Total Phosphorous Mitigation? Y/N	N	

IMPERVIOUS SUMMARY

ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL SITE AREA	56,192 SF	1.29	N/A
EXISTING BUA	23,253 SF	0.53 AC	41.38 %
EXISTING BUA TO BE REMOVED	3,441 SF	0.08 AC	6.12 %
EXISTING BUA TO REMAIN	19,812 SF	0.45 AC	35.26 %
PROPOSED PATIO + SHED	1,000 SF	0.02 AC	1.78 %
PROPOSED ADDITIONAL BUA	3,205 SF	0.07 AC	5.70 %
BUA TO BE REDEVELOP	460 SF	0.01 AC	0.82 %
TOTAL IMPERVIOUS	23,557 SF	0.54 AC	41.92 %
TOTAL PERVIOUS	32,635 SF	0.75 AC	58.08 %

EXISTING BUA	
GRAVEL (SF)	1,484.00
ASPHALT (SF)	14,743.00
BUILDING (SF)	6,680.00
SIDEWALK (SF)	346.00
TOTAL (SF)	**23,253.00**

PROPOSED BUA	
PATIO(SF)+SHED	1,000.00
SIDEWALK (SF)	460.00
ASPHALT (SHARED EASEMENT)	2,745.00
TOTAL	**4,205.00**

BUA TO BE REMOVED	
GRAVEL (SF)	1,484.00
ASPHALT (BUFFER 10')	1,957.00
TOTAL (SF)	3,441.00
BUA TO REMAIN	**19,812.00**

BUA TO BE REDEVELOP	
ASPHALT (SF)	460.00
NEW PROP. BUA	**3,745.00**
TOTAL IMPERVIOUS	23,557.00

REZONING NOTES

1. REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS ("DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY ULTIMATE ATHLETE, LLC ("PETITIONER") APPROXIMATELY 1.29 ACRE TRACT OF LAND IDENTIFIED ON THIS SITE PLAN AS ULTIMATE ATHLETE (THE "PROJECT"). IN CONNECTION WITH TAX PARCEL NUMBER 001-023-70 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO CONVERT THE ZONING CLASSIFICATION OF THE PROPERTY FROM THE NEIGHBORHOOD CENTER (NC) TO HIGHWAY COMMERCIAL (HC) CONDITIONAL DISTRICT (CD) PURSUANT TO THE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE").

2. DEVELOPMENT STANDARDS. DEVELOPMENT OF THE PROPERTY WILL BE GOVERNED BY THESE DEVELOPMENT STANDARDS, WHICH ARE PART OF THE REZONING PETITION, AND THE APPLICABLE PROVISIONS OF THE ORDINANCE IN PLACE ON THE DATE OF SUBMITTAL OF THE REZONING PETITION, UNLESS THE REZONING PLAN ESTABLISHES A MORE STRINGENT STANDARD(S), OR UNLESS OTHERWISE NOTED ON THE REZONING PLAN OR IN THESE DEVELOPMENT STANDARDS. THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE DATE OF SUBMITTAL OF THE REZONING PETITION FOR THE HIGHWAY COMMERCIAL (HC) CONDITIONAL DISTRICT (CD) ZONING GOVERN DEVELOPMENT OF THE PROPERTY AS SHOWN ON THE REZONING PLAN.

SCHEMATIC NATURE OF REZONING PLAN. THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. MINOR MODIFICATIONS TO THE PLAN MAY OCCUR DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT. REMOVAL OF TREES AND VEGETATION, AS GENERALLY SHOWN ON THE REZONING PLAN ARE PROHIBITED AND ARE SUBJECT TO PENALTIES.

3. VESTED RIGHTS. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS.

4. PERMITTED USES. THE PROPERTY MAY BE DEVELOPED FOR ANY USES (INCLUDING ACCESSORY USES) PERMITTED IN THE HC ZONING DISTRICT AND AS SHOWN ON THE REZONING PLAN, SUBJECT TO THE DEVELOPMENT STANDARDS ASSOCIATED WITH SUCH USES. ANY LABELLING ON THE REZONING PLAN MAY BE AN INDICATION OF THE CURRENT INTENTION ON THE PART OF PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES.

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

6. SUBDIVISION. THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION IS IN COMPLIANCE WITH APPLICABLE LAW INCLUDING SUBDIVISION REGULATIONS. HOWEVER, RECOMBINATION, CONDOMINIUMIZATION, OR REDUCTION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE. REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS.

7. AMENDMENT. IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN WITHOUT THE WRITTEN CONSENT OF ANY OTHER OWNER OF ALL OR ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT CONSTITUTES A CHANGE IN THE BUILDING OR USE OF THE PORTION OF THE PROPERTY OWNED BY SUCH OWNER, PROVIDED PETITIONER PROVIDES FOR SUCH AMENDMENT RIGHT IN THE RECORDED PRIVATE RESTRICTIVE COVENANTS THAT GOVERN THE PROJECT. ALL REQUIREMENTS IN CONNECTION WITH THE AMENDMENT WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL. THIS NOTE SHALL BE SHOWN ON THE FINAL PLAT WHEN RECORDED.

8. STORMWATER ELEMENTS. BUILT- UPON AREAS SHALL BE IN ACCORDANCE WITH THE ORDINANCE AS REQUIRED FOR THE HIGHWAY COMMERCIAL ZONING DISTRICT.

9. DESIGN ELEMENTS.

A. MODIFICATION. DESIGN ELEMENTS THAT EXCEED THE REQUIREMENTS OF THE ORDINANCE HAVE BEEN INCLUDED IN THIS REZONING PLAN TO ACHIEVE EXCEPTIONAL DESIGN. TOWN BOARD APPROVAL OF THIS REZONING PLAN CONSTITUTES APPROVAL OF UNIQUE DESIGN ELEMENTS SHOWN ON THE REZONING PLAN THAT ARE MINOR MODIFICATIONS FROM THE ORDINANCE, INCLUDING, BUT NOT LIMITED TO:

I. AS SHOWN ON THE REZONING PLAN, THE PETITIONER REQUESTS A MODIFICATION TO THE 30' BUFFER ABUTTING RESIDENTIALLY ZONED PROPERTY. THERE IS AN EXISTING 15' ACCESS EASEMENT (ASPHALT DRIVEWAY) FOR THE TWO RESIDENTIAL PROPERTIES ON CRAMUR DRIVE. THE BUFFER ABUTS THE ASPHALT-PAVED DRIVEWAY. THE REQUEST IS TO REDUCE THE SECTION OF BUFFER THAT ABUTS THE ASPHALT DRIVEWAY TO 10' WITH THE REMAINDER OF THE BUFFER TO REMAIN AT 30'.

CALCULATION MITIGATION PLAN

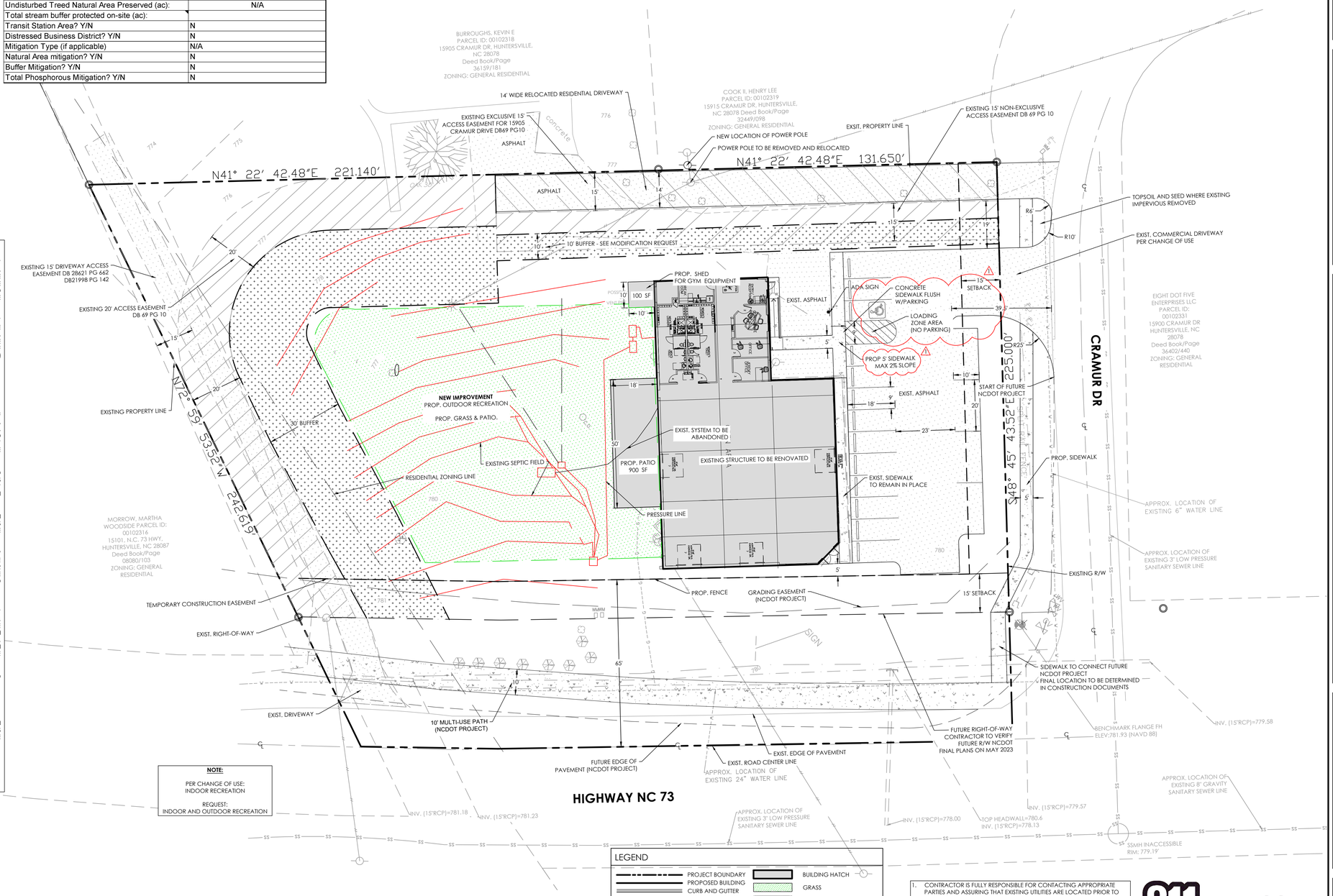
TREES REMOVED (24" PECAN & 30" PECAN)

TREE SAVE (30%) MITIGATION PLAN (1TREE)
24" PECAN

TREES REQUIRED = 24" / 2" = 12 TREES
TREES PROVIDED = 7 TREES + FUND/BANK PAYMENT

NOTES:

5 TREES AT TOTAL COST + INSTALLATION. IF THE PLAN IS APPROVED BY THE TOWN BOARD THE APPLICANT SHALL SUBMIT AN ESTIMATE FROM 3 LANDSCAPERS/NURSERIES FOR COSTS. THE AVERAGE OF THE 3 WILL BE THE TREE BANK AMOUNT DUE PRIOR TO CO ISSUANCE



NOTE:

PER CHANGE OF USE:
INDOOR RECREATION

REQUEST:
INDOOR AND OUTDOOR RECREATION

LEGEND

- PROJECT BOUNDARY
- PROPOSED BUILDING
- CURB AND GUTTER
- BUILDING SETBACK
- IRRIGATION CONDUIT
- EXISTING SURVEY
- HANDICAPPED PARKING SYMBOL
- BUILDING HATCH
- GRASS
- SIDEWALK
- ASPHALT
- BUFFER

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

811 Know what's below. Call before you dig.

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NORTH ARROW

GRAPHIC SCALE 1"=20 FT.

NORTH CAROLINA PROFESSIONAL SEAL 019681 ENGINEER BRIAN C. HENSON
03/16/2023

ULTIMATE ATHLETE FITNESS CENTER

PARCEL ID 00102370
15901 CRAMUR DR, HUNTERSVILLE ,NC 28078

REZONING SITE PLAN

REVISIONS:

02/21/2023 EPM COMMENTS
1 03/07/2023 INTERACTIVE COMMENTS
03/30/2023 EPM COMMENTS

C03 - SITE PLAN.DWG
PROJECT NUMBER: 222102
DATE: 12/20/2022 DRAWN BY: MG
SHEET 3 OF 4

GENERAL PLANTING NOTES:

1. THIS PLAN FOR PLANTING LOCATIONS ONLY. IF FOUND CONDITIONS VARY FROM THIS, CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO DO SO WILL RESULT IN CONTRACTOR'S LIABILITY TO REPLACE PLANT MATERIALS.
2. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE FOR EXISTING PLANT MATERIAL TO BE REMOVED AND/OR RELOCATED.
3. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE COST OF REPAIR TO ALL DAMAGED UTILITIES.
4. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL PLANT MAINTENANCE, INCLUDING SHRUBS AND GROUNDCOVER, AND SHALL MAINTAIN AREA IN A WEED AND DEBRIS FREE CONDITION, THROUGHOUT GUARANTEE PERIOD.
5. WHERE TREES ARE PLANTED IN ROWS, THEY SHALL BE UNIFORM IN SIZE AND SHAPE.
6. SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE JUDGED. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
7. PLANTING SIZE DETERMINATION:
   SHADE TREES: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE TOP OF MATURE GROWTH. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "V" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.

   SHRUBS: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH.
8. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED, FREE OF DISEASE, INSECT EGGS, AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS.
9. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION. ALL ROOT BOUND PLANTS SHALL BE REJECTED.
10. GROUPS OF SHRUBS SHALL BE PLACED IN A CONTINUOUS MULCH BED WITH SMOOTH CONTINUOUS LINES. ALL MULCHED BED EDGES SHALL BE CURVILINEAR IN SHAPE FOLLOWING THE CONTOUR OF THE PLANT MASS. TREES LOCATED WITHIN FOUR FEET OF SHRUB BEDS SHALL SHARE SAME MULCH BED.
11. CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO BE CLEAR OF DRAINAGE SWALES AND UTILITIES. FINISHED PLANTING BEDS SHALL BE GRADED SO AS TO NOT IMPEDE DRAINAGE AWAY FROM BUILDINGS. IF SIGNIFICANT RELOCATIONS ARE REQUIRED, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH RELOCATIONS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY OF PLANT MATERIALS.
12. ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN. IF CONFLICTS ARISE BETWEEN ACTUAL SIZE OF AREA AND PLANS, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
13. ALL SUBSTITUTIONS OF PLANT MATERIAL ARE TO BE REQUESTED IN WRITING TO THE OWNER'S REPRESENTATIVE AND APPROVED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. FAILURE TO OBTAIN SUBSTITUTION APPROVAL IN WRITING MAY RESULT IN LIABILITY TO THE CONTRACTOR.
14. ALL CONTRACTORS SHALL BE REQUIRED TO COMPLETELY REMOVE ALL TRASH, DEBRIS AND EXCESS MATERIALS FROM THE WORK AREA AND THE PROPERTY (ESPECIALLY AT ALL CURB, GUTTERS AND SIDEWALKS) DAILY DURING INSTALLATION.
15. CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE IMPROVEMENTS, INCLUDING SEEDING. CONTRACTOR MUST CONTACT THE OWNER AT LEAST 10 WORKING DAYS IN ADVANCE TO SCHEDULE ACCEPTANCE INSPECTION(S). CONTRACTOR MUST REPLACE ALL DEAD OR UNACCEPTABLE PLANTS DURING THE FOLLOWING RECOMMENDED PLANTING SEASON.
16. ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES WHERE POSSIBLE. CONTACT OWNER'S REPRESENTATIVE FOR A COORDINATED SOLUTION FOR ANY UTILITY CONFLICTS. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES.
17. REFER TO PLANTING DETAILS FOR ADDITIONAL PLANTING INFORMATION.
18. ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES.
19. LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM.

SEED/SOD/MULCH:

1. TURF AREAS WILL BE SEEDED OR SODDED WITH REBEL II FESCUE WITH EXCEPTION OF SOD WITHIN THE FLOOR OF STORMWATER MANAGEMENT AND WATER QUALITY BASINS AND FILTERS. SOD WILL BE REQUIRED NEXT TO BUILDING STRUCTURES, DRIVEWAYS ENTRANCES AND AREAS DISTURBED IN THE FRONT SETBACK AS NOTED ON PLAN. LANDSCAPE CONTRACTOR TO SEED ALL OTHER DISTURBED AREAS.
2. PINE NEEDLE MULCH IS THE GENERALLY ACCEPTED MULCH. FOR THE INITIAL PLANTING, IT IS ALSO ACCEPTABLE TO UTILIZE DOUBLE HAMMERED BARK MULCH FOR GOOD SOIL AND BED MANAGEMENT. FUTURE YEARS, THOUGH, WILL REQUIRE THE PROPERTY TO BE CONVERTED TO PINE NEEDLES.

PLANTING NOTES:

1. ALL PERIMETER SCREENING SHRUBS MUST BE NO LESS THAN 36" IN HEIGHT AT PLANTING
2. ALL PARKING LOT SHRUBS MUST BE NO LESS THAN 24" IN HEIGHT AT PLANTING

TREE PLANTING NOTES:

1. ALL TREES SHALL BE PLANTED PER TOWN OF HUNTERSVILLE STANDARDS AND DETAILS
2. ALL STRAPPING AND TOP 2/3 OF WIRE BASKET MUST BE CUT AWAY AND REMOVED FROM THE ROOT BALL PRIOR TO BACKFILLING PLANTING PIT.
3. LARGE MATURING TREES MAY NOT BE PLANTED WHERE OVERHEAD DISTRIBUTION OR TRANSMISSION LINES EXIST. IF TREES CONFLICT WITH POWER LINES OR SIGNS, CALL THE URBAN FORESTER TO RESOLVE BEFORE PLANTING.
4. ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES.
5. NEW TREES SHALL BE A MINIMUM 2" CALIPER FOR STREET TREE REQUIREMENTS.
6. SEE TREE PRESERVATION NOTES ON GRADING AND EROSION CONTROL SHEETS.
7. ALL TREES ARE TO BE NURSERY GROWN, BALL AND BURLAP (B&B) PREFERRED. MINIMUM TREE SIZE IS 2" CALIPER (MEASURED 6" ABOVE ROOT BALL(, 8' MINIMUM HEIGHT.
8. STAKING IS OPTIONAL. RUBBER HOSE AND ROPE OR WIRE FOR STAKING IS NOT RECOMMENDED. NO WIRE OR ROPE IS TO BE IN DIRECT CONTACT WITH TRUNK. REMOVE ALL TRUNK WRAP, TREE STRAPS, AND STAKING WIRE OR ROPE AFTER ONE GROWING SEASON.
9. GUY WIRES ARE NOT PERMITTING IN THE STREET RIGHT-OF-WAY.
10. ALL TREES AND SHRUBS SHALL MEET THE NORMAL REQUIREMENTS FOR THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN (AAN).
11. NEW AND EXISTING TREES ARE PERMITTED WITHIN SITE TRIANGLE, BUT MUST BE LIMED UP TO 6' HEIGHT CLEARANCE PER ADA REQUIREMENTS.
12. SIMILAR CRITERIA FOR TREE PLACEMENT AND PRUNING UP SHOULD BE CONSIDERED AT DRIVEWAY/STREET INTERSECTIONS.
13. CONTRACTOR TO MAINTAIN CLEAR LEVEL BETWEEN 30" AND 72" ABOVE STREET. AREA MUST BE TREE OF LIMBS AND FOLIAGE FOR SAFE CROSS VISIBILITY.

TREE PROTECTION NOTES:

PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES DESIGNATED TO BE SAVED IN DEVELOPMENT AREAS, PRIOR TO THE START OF DEVELOPMENT ACTIVITIES OR GRADING. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL DEVELOPMENT ACTIVITIES ARE COMPLETE OR CONSTRUCTION IN ACCORDANCE WITH STANDARDS SET FORTH IN THIS SECTION COMMENCES. THE AREA WITHIN THE PROTECTIVE BARRICADE SHALL REMAIN FREE OF ALL BUILDING MATERIALS, DIRT OR OTHER CONSTRUCTION DEBRIS. CONSTRUCTION TRAFFIC, STORAGE OF VEHICLES AND MATERIALS, AND GRADING SHALL NOT TAKE PLACE WITHIN THE DRIPLINE OF THE EXISTING TREES TO BE PROTECTED. BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES ACCORDING TO THE FOLLOWING STANDARDS:

A. FOR TREES 10" OR LESS DBH: PROTECTIVE BARRICADES SHALL BE PLACED A MINIMUM DISTANCE OF 5' FROM THE BASE OF EACH PROTECTED TREE, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
B. FOR TREES GREATER THAN 10" DBH: PROTECTIVE BARRICADES SHALL BE PLACED AT A MINIMUM DISTANCE EQUAL TO 10' FROM THE BASE OF THE PROTECTED TREE PLUS AN ADDITIONAL 1' FOR EACH ADDITIONAL 1" DBH GREATER THAN 10" DBH, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
C. CONSTRUCTION ACCESS TO A SITE SHOULD OCCUR WHERE AN EXISTING OR PROPOSED ENTRANCE/EXIT IS LOCATED.
D. EXCEPT FOR DRIVEWAY ACCESS POINTS, SIDEWALKS, CURB AND GUTTER, NO PAVING WITH CONCRETE OR OTHER IMPERVIOUS MATERIALS WITHIN A TREE DRIPLINE SHALL BE ALLOWED.
E. WHERE GRADING WITHIN A TREE DRIPLINE CANNOT BE AVOIDED.
F. LIMIT CUT AND FILLS TO $\frac{1}{2}$ TO $\frac{1}{2}$ THE AREA WITHIN THE DRIPLINE.
G. AVOID CUT AND FILL AROUND ENTIRE CIRCUMFERENCE OF TRUNK.
H. WHERE GRADING LEAVES ROOTS EXPOSED, CUT ROOTS CLEAN.
I. AVOID FILLING WITHIN THE DRIPLINE OF A TREE WITHOUT SOME MECHANISM TO ALLOW AIR AND WATER TO REACH THE ROOTS.

IRRIGATION NOTES:

1. COORDINATE PLANT INSTALLATION WITH IRRIGATION CONSTRUCTION. IRRIGATION PIPES, VALVES, CONTROLLER, SLEEVES AND HEADS SHALL NOT INTEFER WITH PLANT ROOT BALLS OR CAUSE DAMAGE TO ANY PLANTS.
2. CONTRACTOR TO SUBMIT IRRIGATION PLANS TO HENSONFOLEY FOR APPROVAL. IRRIGATION PLANS TO INCLUDE A COMPLETE SEPARATION OF TURF AND SHRUB ZONES, LOCATION AND SIZES OF ALL HEADS AND VALVES, LOCATION AND SIZES OF ALL IRRIGATION SLEEVES, CONTROLLER SIZE AND LOCATION, MANUFACTURE SPECIFIED AND SYSTEM OPERATING PRESSURE.
3. CONTRACTOR SHALL LAMINATE A SEASONAL RUN TIME SCHEDULE FOR EACH IRRIGATION ZONE AND MOUNT INSIDE IRRIGATION CONTROLLER FOR OWNER/MAINTAINCE PERSONAL FUTURE REFERENCE. SCHEDULE SHOULD PROVIDE A MIN. 4" TURF COVERAGE AND 2" SHRUB COVERAGE
4. CONTRACTOR SHALL ADJUST ALL HEADS IN FIELD TO INSURE MAXIMUM COVERAGE, ELIMINATE OVERTHROW ONTO PAVED AREAS, BUILDING AND WALL SURFACES. LOCATE HEADS 3' CLEAR OF ALL HARDSCAPE SURFACES.
5. ALL VALVES SHALL BE REMOTE AUTOMATIC VALVES MOUNTED IN SUBSURFACE VALVE BOX.
6. CONTRACTOR SHALL VERIFY THAT ALL PERTINENT LOCAL AND STATE CODES ARE BEING OBSERVED.
7. CONTRACTOR TO PROVIDE A FULL 1 YEAR GUARANTEE ON ALL IRRIGATION EQUIPMENT AND WORKMANSHIP.
8. CONTRACTOR SHALL PROVIDE SYSTEM CONTROLLER WITH MANUAL OVERRIDE AND LOCATE IT WITHIN THE BUILDING ON THE BACK WALL OF THE RECEIVING AREA.

IRRIGATION SLEEVING NOTES:

1. GENERAL CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISH GRADE OF THE TOP OF PAVEMENT.
2. CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELLED" TO 2'-0" ABOVE FINISH GRADE AND CAPPED.
3. CONTRACTOR SHALL FURNISH THE IRRIGATION DESIGNER WITH AN "AS-BUILT" DRAWING SHOWING ALL SLEEVES AND THE RESPECTIVE DEPTHS BELOW THE FINISH GRADE AND/OR PAVEMENT.
4. EXTEND ALL SLEEVES TO 2'-0" BEYOND THE EDGE OF ALL PAVEMENT.
5. ADD 4" DIAMETER SLEEVES TO ALL ISOLATED PLANTING AREAS NOT SHOWN ON THIS DRAWING, OR UNDER PAVEMENT ADDED AFTER THIS PLAN WAS COMPLETED.
6. ALL SLEEVES SHALL BE SCHEDULED 40 PVC.

INSTALLATION GUARANTEE REQUIRED

1. A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED PRIOR TO THE INSTALLATION OF TREES AND SHRUBS, EXCLUDING YARD TREES, DURING THE NON-PLANTING SEASON IF A CASH BOND, SURETY BOND OR LETTER OF CREDIT IS ISSUED FOR 120% OF THE COST OF MATERIALS AND INSTALLATION. PLANTING SHALL BE COMPLETED DURING THE NEXT PLANTING SEASON.
2. THE PLANTING SEASON SHALL RUN FROM OCTOBER 15 TO MARCH 15, EXCEPT FOR EXTREME WEATHER CONDITIONS AS DETERMINED BY STAFF. A FINAL CERTIFICATE OF OCCUPANCY SHALL NOT BE GIVEN DURING THE PLANTING SEASON UNLESS ALL OF THE LANDSCAPING IS COMPLETELY INSTALLED ACCORDING TO THIS ARTICLE.

MAINTENANCE SURETY REQUIRED

1. DEVELOPERS SHALL ENTER INTO A MAINTENANCE SURETY AGREEMENT WITH MECKLENBURG COUNTY GUARANTEEING THE VIABILITY OF STREET TREES AND TREES AND SHRUBS PLANTED IN BUFFER YARDS FOR A PERIOD OF 1 YEAR FOLLOWING PLANTING. THE AMOUNT OF THE SURETY SHALL BE EQUAL TO 50% OF THE VALUE OF THE NEW TREES OR LANDSCAPE MATERIAL AND THEIR INSTALLATION. THE MAINTENANCE SURETY SHALL BE PROVIDED WHEN ALL OF THE REQUIRED TREES AND SHRUBS HAVE BEEN PLANTED.

1.1 PLANTING SOIL MIX

A. MIX TOPSOIL WITH THE FOLLOWING SOIL AMENDMENTS IN THE FOLLOWING QUANTITIES:

1. WEIGHT OF LIME PER 1000 SQ. FT
2. RATIO OF LOOSE COMPOST TO TOPSOIL BY VOLUME: 1:4
3. RATIO OF LOOSE WOOD DERIVATIVES TO TOPSOIL BY VOLUME:
4. WEIGHT OF BONEMEAL PER 1000 SQ. FT.
5. WEIGHT OF COMMERCIAL FERTILIZER PER 1000 SQ. FT.
6. WEIGHT OF SLOW-RELEASE FERTILIZER PER 1000 SQ. FT.

SOIL TEST PROVIDED BY CONTRACTOR REQUIRED FOR TOPSOIL MIX.

PLANT LIST

LARGE MATURING TREES

QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION	COMMENTS
3	NUTALL OAK	*Quercus Nutallii*	2.5" cal	8' min	B&B	6' CLEAR TRUNK
8	NUTALL OAK	*Quercus Nutallii*	2.5" cal	8' min	B&B	ROW PLANTINGS
7	OCTOBER GLORY RED MAPLE	*Acer rubrum*	2" cal	8' min	B&B	MITIGATION PLAN

SHRUBS

QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION	COMMENTS
34	LITTLE BULL MAX MYRTLE	*Myrica Cerifera ' little bull"*	3 gal.	3' min	B&B	8'OC' ACCEPTABLE

BUFFER PLANT LIST

LARGE MATURING TREES

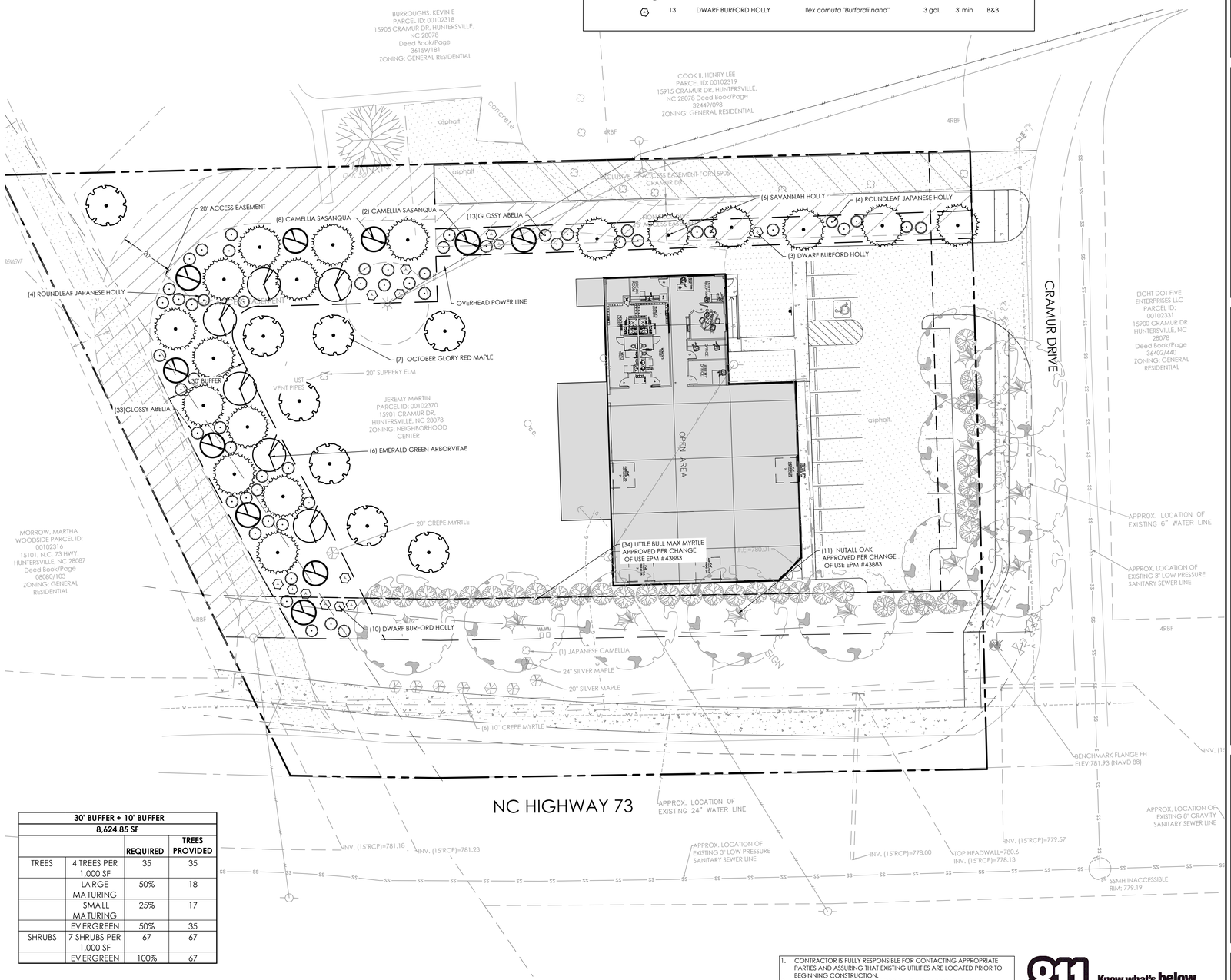
QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION
18	SAVANNAH HOLLY	*Ilex X attenuata*	2.5" cal	8' min	B&B

SMALL MATURING TREES

QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION
6	EMERALD GREEN ARBOVITAE	*Thuja occidentalis "emerald green"*	1.5" cal	8' min	B&B
10	CAMELLIA SASANQUA	*Quercus Nutallii*	1.5" cal	8' min	B&B

SHRUBS

QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION
46	GLOSSY ABELIA	*Abelia Grandiflora*	3 gal.	3' min	B&B
8	ROUNDLEAF JAPANESE HOLLY	*Ilex crenata "Rotundifolia",*	3 gal.	3' min	B&B
13	DWARF BURFORD HOLLY	*Ilex cornuta "Burfordii nana"*	3 gal.	3' min	B&B



30' BUFFER + 10' BUFFER			
8,624.85 SF			
		REQUIRED	TREES PROVIDED
TREES	4 TREES PER 1,000 SF	35	35
	LARGE MATURING	50%	18
	SMALL MATURING	25%	17
	EVERGREEN	50%	35
SHRUBS	7 SHRUBS PER 1,000 SF	67	67
	EVERGREEN	100%	67

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2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAGMEN, ETC., AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
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N W E S
NORTH ARROW
0 10 20 40
GRAPHIC SCALE 1"=20 FT.

NORTH CAROLINA LICENSED LANDSCAPE ARCHITECT NO. 105 JAMES E. HENSON
03/16/2023

ULTIMATE ATHLETE FITNESS CENTER

PARCEL ID 00102370
15901 CRAMUR DR, HUNTERSVILLE , NC 28078

LANDSCAPE PLAN

REVISIONS:
02/21/2023 EPM COMMENTS
03/30/2023 EPM COMMENTS

C08 - LANDSCAPE.DWG
PROJECT NUMBER: 222102
DATE: 12/20/2022 DRAWN BY: MG
SHEET 4 OF 4

Community Meeting Notices

Project Name	ULTIMATE ATHLETE FITNESS REZONING

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be submitted to the Planning Department and incorporated into the application for this project.

The following persons and organizations were sent notices of the community meeting (first and last name or business name only):

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
KEVIN E BURROUGHS	00102318	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
HENRY LEE COOK II	00102319	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MARK H CRONQUIST	00102315	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
ENERGYUNITED ELECTRIC	00902201	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
CHRISTOPHER H HOLCOMBE	00938114	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
JDSI LLC	00102316	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
JOE R III KLUTTZ	00102314	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MARTIN FAMILY OF 4 LLC	00102370	3/8/2023	USPS	Property Owner (SO 6.320.3(a))
SANA NASRALLA	00102320	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
NEST HOMES OF THE CAROLINAS LLC	00102331-32	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
NINE THIRTEEN HOLDINGS LLC	00102372	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
JEREL A REAVIS	00102365	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
SOUTHCRAFT BUILDERS INC	00102371	3/8/2023	USPS	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
GILEAD RIDGE HOMEOWNERS ASSOC		3/9/2023	USPS	Neigborhood association, property woner assocation, and home
GILEAD RIDGE HOMEOWNERS ASSOC		3/9/2023	USPS	Neigborhood association, property woner assocation, and home
OKOUT POINT OWNERS ASSOCIATION I		3/9/2023	USPS	Neigborhood association, property woner assocation, and home
Jesse James		3/8/2023	Email	
Planning Board Members		3/8/2023	Email	
Town Board Members		3/8/2023	Email	

Community Meeting Attendance Log

Project Name:	Ultimate Athlete Fitness Rezoning
Location of Meeting:	15901 Cramur Dr, Huntersville NC 28078
Date:	March 21st 2023
Time:	6:00 PM

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

1	Maria Garver	26	
2	Dan Boone	27	
3	Frank Gammon	28	
4	John Swope	29	
5	Rene Swope	30	
6	Jeremy Martin	31	
7	Erica Cook	32	
8	Mara Malakoff	33	
9	Kevin Burroughs	34	
10	Henry Cook	35	
11	Hank Cook	36	
12	Jesse James	37	
13		38	
14		39	
15		40	
16		41	
17		42	
18		43	
19		44	
20		45	
21		46	
22		47	
23		48	
24		49	
25		50	

Community meeting report
Ultimate Athlete Fitness Rezoning
EPM#445995

This community meeting report is being filed with the Town of Huntersville to allow an outdoor recreation center following the town of Huntersville Zoning Ordinance.

COMMUNITY MEETING ATTENDANCE AND LOCATION:

The meeting was held on Tuesday, March 21st, 2023 6:00 pm at 15901 CRAMUR DR HUNTERSVILLE NC 28078 (Ultimate Athlete Fitness). The petitioner (Jeremy Martin) was represented by Maria Garver – HensonFoley. The attendance for the community meeting was represented by Neighbors (John Swope, Renee Swope, Erica Cook, Mara Malakoff, Keving Burroughs, Henry Cook, and Hank Cook), Jesse James (Planning Staff), Frank Gammon (planning board), Dan Boone (Town Board).

SUMMARY OF PRESENTATION/DISCUSSION:

The petitioner's representative, Maria Garver welcomed the attendees and prepared the presentation to discuss rezoning and the overall project. Jeremy Martin started the presentation with an explanation of the purpose of his rezoning (rezone approximately 1.29 acres to allow the development of an indoor and outdoor recreation - Ultimate Athlete Fitness).

During his presentation, the neighbors were supportive of the idea of outdoor recreation, they asked about how wide the Buffer would be, Maria answered 30' Buffer with a modification that we are seeking to reduce from 30' to 10' on the 15' exclusive easement, only modification on the size of the buffer on that part due to the 15' exclusive access easement (mix of shrubs and trees for a full buffer). Kevin, owner of the 15' exclusive easement located at 15905 CRAMUR DR HUNTERSVILLE NC 28078 asked if after the rezoning plans are approved, he must go and record the easement due to the prop. Buffer. Maria answered that she was going to talk to Jeremy and his attorney regarding this matter.

Frank Gammon, asked about the hours of operation of the Gym. Jeremy answered that the hours of operations will be Mon-Friday 6 am to 7 pm and Saturday morning. Outdoor recreation during the day and when the weather allows.

Erika Cook asked if Jeremy was planning on adding outside lighting, and he answered no. No additions to outside lighting. She also asked about what kind of trees the buffer would have. Maria answered that the buffer would have 100% evergreen for a fully visual screening all year around.

Maria and Jeremy walked along the site with Kevin and Erika talking about the 15' access easement.

Maria asked if anyone had more questions, and the community agreed that they didn't have more questions. The meeting ended at 7:20 pm

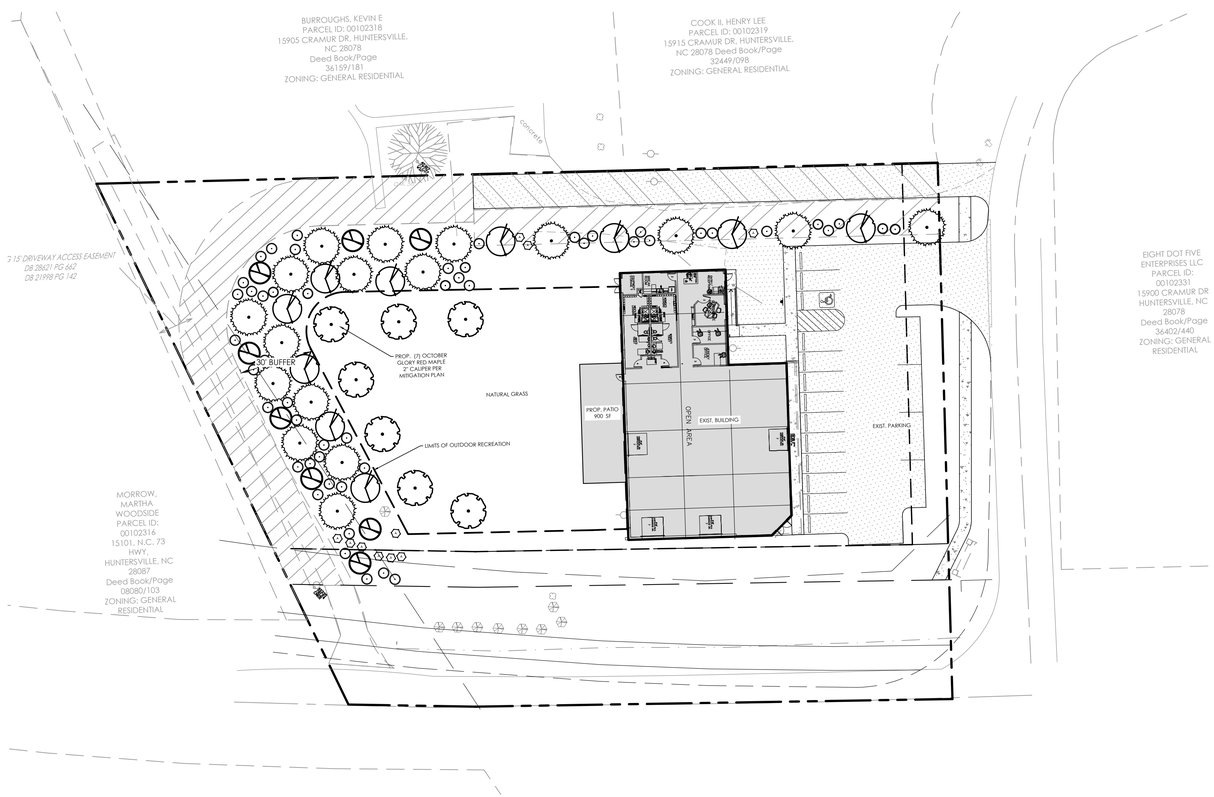
Respectfully submitted, 04-3-2023

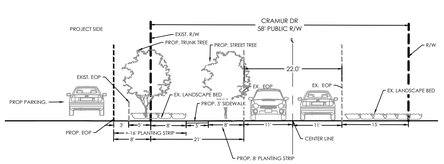
Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	SURVEY & EXISTING CONDITIONS
3	REZONING SITE PLAN
4	LANDSCAPE PLAN

REZONING PACKAGE
PROPOSED
ULTIMATE ATHLETE FITNESS CENTER
HUNTERSVILLE, MECKLENBURG, NC
PREVIOUS CHANGE OF USE EPM #438883
EPM # 445995

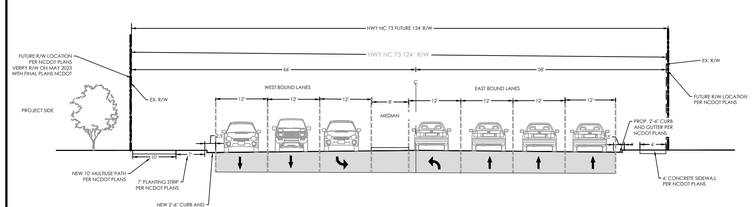
PURPOSE:
TO REZONE EXISTING FITNESS CENTER TO HIGHWAY COMMERCIAL (HC-CD) IN ORDER TO ALLOW AN OUTDOOR RECREATION FITNESS

VICINITY MAP
SCALE: N.T.S.





CRAMUR DR TYPICAL SECTION



FUTURE NCDOT PLAN - PROJECT # R-5721B

DEVELOPER/OWNER:
JEREMY MARTIN
6426 JIM KIDD ROAD
HUNTERSVILLE, NC 28078
PH: (704)-577-1402
E-MAIL: JMARTIN@ULTATLETHE.COM

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
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4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.

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NORTH CAROLINA PROFESSIONAL SEAL 019 LANDSCAPE ARCHITECT BRIAN A. HENSON
02/15/2023

ULTIMATE ATHLETE FITNESS CENTER
PARCEL ID 00102370
15901 CRAMUR DR, HUNTERSVILLE, NC 28078
COVER

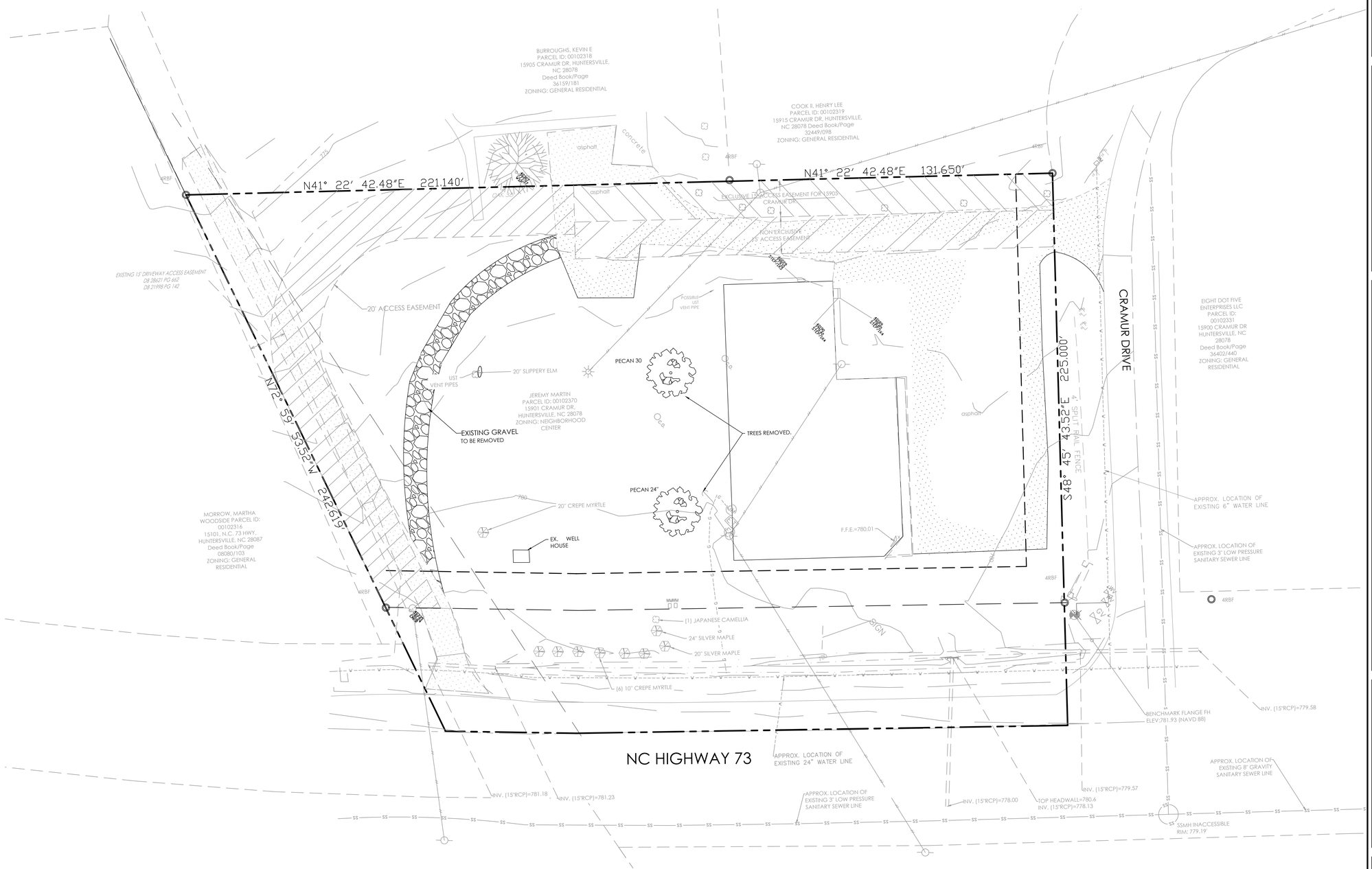
REVISIONS:
02/21/2023 EPM COMMENTS

C01 - COVER.DWG
PROJECT NUMBER: 222102
DATE: 12/20/2022 DRAWN BY: MG
SHEET 1 OF 4

ANY ADDITIONAL PAVEMENT OR CURB NOT LOCATED BY SURVEY OR THAT CONFLICTS WITH PROPOSED PAVEMENT & CURB AND GUTTER MUST BE REMOVED

ALL PAVEMENT AND CURB TO BE REMOVED SHALL BE SAW CUT AT THE PROPOSED JOINT LOCATION

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY HENSON FOLEY, INC IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.



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NORTH ARROW

0 10 20 40

GRAPHIC SCALE 1"=20 FT.

ULTIMATE ATHLETE FITNESS CENTER

PARCEL ID 00102370

15901 CRAMUR DR, HUNTERSVILLE ,NC 28078

SURVEY & EXISTING CONDITIONS

REVISIONS:

02/21/2023 EPM COMMENTS

C02 - SURVEY.DWG

PROJECT NUMBER: 222102

DATE: 12/20/2022 DRAWN BY: MG

SHEET 2 OF 4

SITE DATA TABLE

PARCEL ID	# 00102370
LOCATION	15901 CRAMUR DR HUNTERSVILLE NC 28078
JURISDICTION	HUNTERSVILLE
OWNER	JEREMY MARTIN
	15901 CRAMUR DR
	HUNTERSVILLE NC 28078
EXISTING ZONING	NC
PROPOSED ZONING	(HC-CD)
TOTAL PARCEL AREA	1.290 AC
EXISTING BUILDING USE	FITNESS CENTER (INDOOR RECREATION)
PROPOSED BUILDING USE	FITNESS CENTER (INDOOR AND OUTDOOR RECREATION)
MIN. FRONT / STREET SETBACK	15'
MIN. SIDE SETBACK	-
MIN. REAR SETBACK	-
BUILDING	HEIGHT 14' - FLOOR AREA - 6,121 SF
PARKING SPACES REQUIRED	1/500 SF =6,121 SF/500= 12.2 = 13 SPACES
PARKING SPACES PROVIDED	17 SPACES (1 ADA)
REQUIRED TREE SAVE	30% SPECIMEN TREES
MITIGATION PLAN OF TREES ALREADY REMOVED	7 TREES 2" CALIPER + FINE
FEMA MAP NUMBER	3710462100K
FEMA MAP DATE	09/02/2015
SOIL TYPES	CeB2 (100%)
BUFFER REQUIREMENTS	MINIMUM 30' BUFFER
	30' BUFFER ADJACENT TO RESIDENTIAL USE
ALTERATIONS TO THE CONDITIONAL PLAN ARE SUBJECT TO SECTION 6.207 (ALTERATIONS TO APPROVALS)	
ALL ARCHITECTURAL DESIGN STANDARDS SHALL APPLY	
SITE LIGHTING BY OTHERS & SHALL COMPLY WITH LAND DEVELOPMENT STANDARDS	
PROJECT TO BE DEVELOPED IN ONE (1) PHASE	

PCSO SUMMARY

Original Parcel ID Number(s):	102370	
Development Type:	Commercial	
Subject to PCSO? Y/N	N	
If NO, why?	Below BUA/Disturbance Thresholds	
Watershed:	Huntersville PC District	
Disturbed Area (ac):	0.98	
Site Area (ac):	1.29	
	DA#1	DA#2
Total on-site Drainage Area (ac):	1.29	
Existing Built-upon-area (SF) (Before June 30, 2007):	23,253	
Remaining Acreage:	0.75	
Proposed New BUA (SF):	3,645	
Proposed % BUA:	10.02%	
Density (High / Low)	Low	
Total Post-Project BUA for site:	23,457	
Development or Redevelopment?	Redevelopment	
Natural Area Required (ac):	N/A	
Natural Area provided, total (ac):	N/A	
Undisturbed Treed Natural Area Preserved (ac):	N/A	
Total stream buffer protected on-site (ac):		
Transit Station Area? Y/N	N	
Distressed Business District? Y/N	N	
Mitigation Type (if applicable)	N/A	
Natural Area mitigation? Y/N	N	
Buffer Mitigation? Y/N	N	
Total Phosphorous Mitigation? Y/N	N	

IMPERVIOUS SUMMARY

ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL SITE AREA	56,192 SF	1.29	N/A
EXISTING BUA	23,253 SF	0.53 AC	41.38 %
EXISTING BUA TO BE REMOVED	3,441 SF	0.08 AC	6.12 %
EXISTING BUA TO REMAIN	19,812 SF	0.45 AC	35.26 %
PROPOSED PATIO	900 SF	0.02 AC	1.60 %
PROPOSED ADDITIONAL BUA	3,205 SF	0.07 AC	5.70 %
BUA TO BE REDEVELOP	460 SF	0.01 AC	0.82 %
TOTAL IMPERVIOUS	23,457 SF	0.54 AC	41.74 %
TOTAL PERVIOUS	32,735 SF	0.75 AC	58.26 %

EXISTING BUA	
GRAVEL (SF)	1,484.00
ASPHALT (SF)	14,743.00
BUILDING (SF)	6,680.00
SIDEWALK (SF)	346.00
TOTAL (SF)	**23,253.00**

PROPOSED BUA	
PATIO(SF)	900.00
SIDEWALK (SF)	460.00
ASPHALT (SHARED EASEMENT)	2,745.00
TOTAL	**4,105.00**

BUA TO BE REMOVED	
GRAVEL (SF)	1,484.00
ASPHALT (BUFFER 10')	1,957.00
TOTAL (SF)	3,441.00
BUA TO REMAIN	**19,812.00**

BUA TO BE REDEVELOP	
ASPHALT (SF)	460.00
NEW PROP. BUA	**3,645.00**
TOTAL IMPERVIOUS	23,457.00

REZONING NOTES

1. REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS ("DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY ULTIMATE ATHLETE, LLC ("PETITIONER") APPROXIMATELY 1.29 ACRE TRACT OF LAND IDENTIFIED ON THIS SITE PLAN AS ULTIMATE ATHLETE (THE "PROJECT"). IN CONNECTION WITH TAX PARCEL NUMBER 001-023-70 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO CONVERT THE ZONING CLASSIFICATION OF THE PROPERTY FROM THE NEIGHBORHOOD CENTER (NC) TO HIGHWAY COMMERCIAL (HC) CONDITIONAL DISTRICT (CD) PURSUANT TO THE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE").

2. DEVELOPMENT STANDARDS. DEVELOPMENT OF THE PROPERTY WILL BE GOVERNED BY THESE DEVELOPMENT STANDARDS, WHICH ARE PART OF THE REZONING PETITION, AND THE APPLICABLE PROVISIONS OF THE ORDINANCE IN PLACE ON THE DATE OF SUBMITTAL OF THE REZONING PETITION, UNLESS THE REZONING PLAN ESTABLISHES A MORE STRINGENT STANDARD(S), OR UNLESS OTHERWISE NOTED ON THE REZONING PLAN OR IN THESE DEVELOPMENT STANDARDS. THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE DATE OF SUBMITTAL OF THE REZONING PETITION FOR THE HIGHWAY COMMERCIAL (HC) CONDITIONAL DISTRICT (CD) ZONING GOVERN DEVELOPMENT OF THE PROPERTY AS SHOWN ON THE REZONING PLAN.

SCHEMATIC NATURE OF REZONING PLAN. THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. MINOR MODIFICATIONS TO THE PLAN MAY OCCUR DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT. REMOVAL OF TREES AND VEGETATION, AS GENERALLY SHOWN ON THE REZONING PLAN ARE PROHIBITED AND ARE SUBJECT TO PENALTIES.

3. VESTED RIGHTS. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS.

4. PERMITTED USES. THE PROPERTY MAY BE DEVELOPED FOR ANY USES (INCLUDING ACCESSORY USES) PERMITTED IN THE HC ZONING DISTRICT AND AS SHOWN ON THE REZONING PLAN, SUBJECT TO THE DEVELOPMENT STANDARDS ASSOCIATED WITH SUCH USES. ANY LABELLING ON THE REZONING PLAN MAY BE AN INDICATION OF THE CURRENT INTENTION ON THE PART OF PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES.

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

6. SUBDIVISION. THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION IS IN COMPLIANCE WITH APPLICABLE LAW INCLUDING SUBDIVISION REGULATIONS. HOWEVER, RECOMBINATION, CONDOMINIUMIZATION, OR REDUCTION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE. REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS.

7. AMENDMENT. IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN WITHOUT THE WRITTEN CONSENT OF ANY OTHER OWNER OF ALL OR ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT CONSTITUTES A CHANGE IN THE BUILDING OR USE OF THE PORTION OF THE PROPERTY OWNED BY SUCH OWNER, PROVIDED PETITIONER PROVIDES FOR SUCH AMENDMENT RIGHT IN THE RECORDED PRIVATE RESTRICTIVE COVENANTS THAT GOVERN THE PROJECT. ALL REQUIREMENTS IN CONNECTION WITH THE AMENDMENT WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL. THIS NOTE SHALL BE SHOWN ON THE FINAL PLAT WHEN RECORDED.

8. STORMWATER ELEMENTS. BUILT- UPON AREAS SHALL BE IN ACCORDANCE WITH THE ORDINANCE AS REQUIRED FOR THE HIGHWAY COMMERCIAL ZONING DISTRICT.

9. DESIGN ELEMENTS.

A. MODIFICATION. DESIGN ELEMENTS THAT EXCEED THE REQUIREMENTS OF THE ORDINANCE HAVE BEEN INCLUDED IN THIS REZONING PLAN TO ACHIEVE EXCEPTIONAL DESIGN. TOWN BOARD APPROVAL OF THIS REZONING PLAN CONSTITUTES APPROVAL OF UNIQUE DESIGN ELEMENTS SHOWN ON THE REZONING PLAN THAT ARE MINOR MODIFICATIONS FROM THE ORDINANCE, INCLUDING, BUT NOT LIMITED TO:

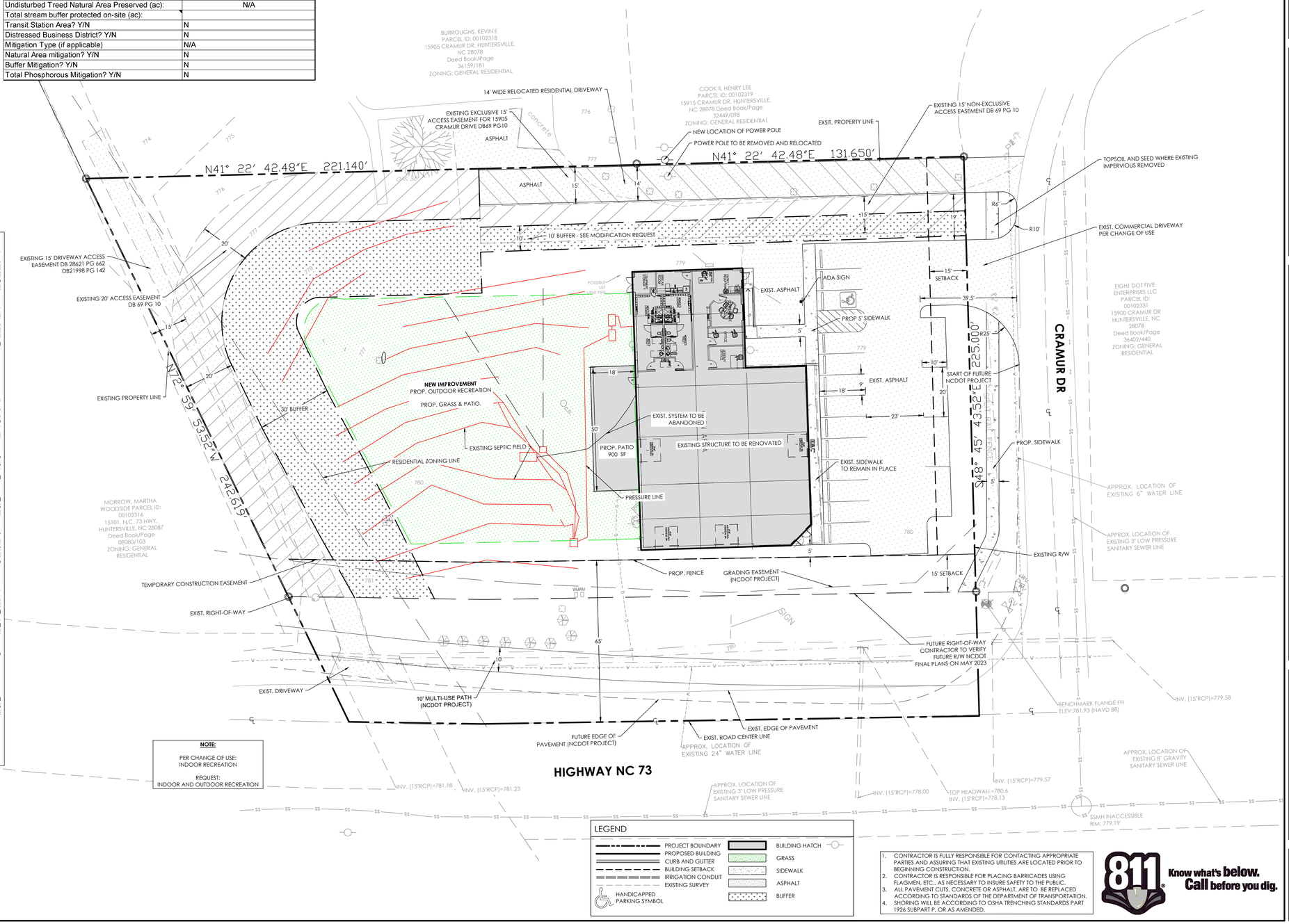
I. AS SHOWN ON THE REZONING PLAN, THE PETITIONER REQUESTS A MODIFICATION TO THE 30' BUFFER ABUTTING RESIDENTIALLY ZONED PROPERTY. THERE IS AN EXISTING 15' ACCESS EASEMENT (ASPHALT DRIVEWAY) FOR THE TWO RESIDENTIAL PROPERTIES ON CRAMUR DRIVE. THE BUFFER ABUTS THE ASPHALT-PAVED DRIVEWAY. THE REQUEST IS TO REDUCE THE SECTION OF BUFFER THAT ABUTS THE ASPHALT DRIVEWAY TO 10' WITH THE REMAINDER OF THE BUFFER TO REMAIN AT 30'.

NOTES:
CALCULATION MITIGATION PLAN

TREES REMOVED (24" PECAN & 30" PECAN)

TREE SAVE (30%) MITIGATION PLAN (1TREE)
24" PECAN

TREES REQUIRED = 24" / 2" = 12 TREES
TREES PROVIDED = 7 TREES + FINE
FINE= 5 X $500 = $2,500



NOTE:

PER CHANGE OF USE:
INDOOR RECREATION

REQUEST:
INDOOR AND OUTDOOR RECREATION

LEGEND

- PROJECT BOUNDARY
- PROPOSED BUILDING
- CURB AND GUTTER
- BUILDING SETBACK
- IRRIGATION CONDUIT
- EXISTING SURVEY
- HANDICAPPED PARKING SYMBOL
- BUILDING HATCH
- GRASS
- SIDEWALK
- ASPHALT
- BUFFER

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

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NORTH ARROW
GRAPHIC SCALE 1"=20 FT.

NORTH CAROLINA PROFESSIONAL SEAL 019 LICENSED LANDSCAPE ARCHITECT M. STEPHEN HENSON
02/16/2023

ULTIMATE ATHLETE FITNESS CENTER

PARCEL ID 00102370
15901 CRAMUR DR, HUNTERSVILLE ,NC 28078

REZONING SITE PLAN

REVISIONS:
02/21/2023 EPM COMMENTS

C03 - SITE PLAN.DWG
PROJECT NUMBER: 222102
DATE: 12/20/2022 DRAWN BY: MG
SHEET 3 OF 4

GENERAL PLANTING NOTES:

1. THIS PLAN FOR PLANTING LOCATIONS ONLY. IF FOUND CONDITIONS VARY FROM THIS, CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO DO SO WILL RESULT IN CONTRACTOR'S LIABILITY TO REPLACE PLANT MATERIALS.
2. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE FOR EXISTING PLANT MATERIAL TO BE REMOVED AND/OR RELOCATED.
3. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE COST OF REPAIR TO ALL DAMAGED UTILITIES.
4. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL PLANT MAINTENANCE, INCLUDING SHRUBS AND GROUNDCOVER, AND SHALL MAINTAIN AREA IN A WEED AND DEBRIS FREE CONDITION, THROUGHOUT GUARANTEE PERIOD.
5. WHERE TREES ARE PLANTED IN ROWS, THEY SHALL BE UNIFORM IN SIZE AND SHAPE.
6. SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE JUDGED. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
7. PLANTING SIZE DETERMINATION:
   SHADE TREES: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE TOP OF MATURE GROWTH. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "V" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.

   SHRUBS: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH.
8. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED, FREE OF DISEASE, INSECT EGGS, AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS.
9. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION. ALL ROOT BOUND PLANTS SHALL BE REJECTED.
10. GROUPS OF SHRUBS SHALL BE PLACED IN A CONTINUOUS MULCH BED WITH SMOOTH CONTINUOUS LINES. ALL MULCHED BED EDGES SHALL BE CURVILINEAR IN SHAPE FOLLOWING THE CONTOUR OF THE PLANT MASS. TREES LOCATED WITHIN FOUR FEET OF SHRUB BEDS SHALL SHARE SAME MULCH BED.
11. CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO BE CLEAR OF DRAINAGE SWALES AND UTILITIES. FINISHED PLANTING BEDS SHALL BE GRADED SO AS TO NOT IMPEDE DRAINAGE AWAY FROM BUILDINGS. IF SIGNIFICANT RELOCATIONS ARE REQUIRED, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH RELOCATIONS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY OF PLANT MATERIALS.
12. ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN. IF CONFLICTS ARISE BETWEEN ACTUAL SIZE OF AREA AND PLANS, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
13. ALL SUBSTITUTIONS OF PLANT MATERIAL ARE TO BE REQUESTED IN WRITING TO THE OWNER'S REPRESENTATIVE AND APPROVED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. FAILURE TO OBTAIN SUBSTITUTION APPROVAL IN WRITING MAY RESULT IN LIABILITY TO THE CONTRACTOR.
14. ALL CONTRACTORS SHALL BE REQUIRED TO COMPLETELY REMOVE ALL TRASH, DEBRIS AND EXCESS MATERIALS FROM THE WORK AREA AND THE PROPERTY (ESPECIALLY AT ALL CURB, GUTTERS AND SIDEWALKS) DAILY DURING INSTALLATION.
15. CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE IMPROVEMENTS, INCLUDING SEEDING. CONTRACTOR MUST CONTACT THE OWNER AT LEAST 10 WORKING DAYS IN ADVANCE TO SCHEDULE ACCEPTANCE INSPECTION(S). CONTRACTOR MUST REPLACE ALL DEAD OR UNACCEPTABLE PLANTS DURING THE FOLLOWING RECOMMENDED PLANTING SEASON.
16. ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES WHERE POSSIBLE. CONTACT OWNER'S REPRESENTATIVE FOR A COORDINATED SOLUTION FOR ANY UTILITY CONFLICTS. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES.
17. REFER TO PLANTING DETAILS FOR ADDITIONAL PLANTING INFORMATION.
18. ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES.
19. LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM.

SEED/SOD/MULCH:

1. TURF AREAS WILL BE SEEDED OR SODDED WITH REBEL II FESCUE WITH EXCEPTION OF SOD WITHIN THE FLOOR OF STORMWATER MANAGEMENT AND WATER QUALITY BASINS AND FILTERS. SOD WILL BE REQUIRED NEXT TO BUILDING STRUCTURES, DRIVEWAYS ENTRANCES AND AREAS DISTURBED IN THE FRONT SETBACK AS NOTED ON PLAN. LANDSCAPE CONTRACTOR TO SEED ALL OTHER DISTURBED AREAS.
2. PINE NEEDLE MULCH IS THE GENERALLY ACCEPTED MULCH. FOR THE INITIAL PLANTING, IT IS ALSO ACCEPTABLE TO UTILIZE DOUBLE HAMMERED BARK MULCH FOR GOOD SOIL AND BED MANAGEMENT. FUTURE YEARS, THOUGH, WILL REQUIRE THE PROPERTY TO BE CONVERTED TO PINE NEEDLES.

PLANTING NOTES:

1. ALL PERIMETER SCREENING SHRUBS MUST BE NO LESS THAN 36" IN HEIGHT AT PLANTING
2. ALL PARKING LOT SHRUBS MUST BE NO LESS THAN 24" IN HEIGHT AT PLANTING

TREE PLANTING NOTES:

1. ALL TREES SHALL BE PLANTED PER TOWN OF HUNTERSVILLE STANDARDS AND DETAILS
2. ALL STRAPPING AND TOP 2/3 OF WIRE BASKET MUST BE CUT AWAY AND REMOVED FROM THE ROOT BALL PRIOR TO BACKFILLING PLANTING PIT.
3. LARGE MATURING TREES MAY NOT BE PLANTED WHERE OVERHEAD DISTRIBUTION OR TRANSMISSION LINES EXIST. IF TREES CONFLICT WITH POWER LINES OR SIGNS, CALL THE URBAN FORESTER TO RESOLVE BEFORE PLANTING.
4. ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES.
5. NEW TREES SHALL BE A MINIMUM 2" CALIPER FOR STREET TREE REQUIREMENTS.
6. SEE TREE PRESERVATION NOTES ON GRADING AND EROSION CONTROL SHEETS.
7. ALL TREES ARE TO BE NURSERY GROWN, BALL AND BURLAP (B&B) PREFERRED. MINIMUM TREE SIZE IS 2" CALIPER (MEASURED 6" ABOVE ROOT BALL(, 8' MINIMUM HEIGHT.
8. STAKING IS OPTIONAL. RUBBER HOSE AND ROPE OR WIRE FOR STAKING IS NOT RECOMMENDED. NO WIRE OR ROPE IS TO BE IN DIRECT CONTACT WITH TRUNK. REMOVE ALL TRUNK WRAP, TREE STRAPS, AND STAKING WIRE OR ROPE AFTER ONE GROWING SEASON.
9. GUY WIRES ARE NOT PERMITTING IN THE STREET RIGHT-OF-WAY.
10. ALL TREES AND SHRUBS SHALL MEET THE NORMAL REQUIREMENTS FOR THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN (AAN).
11. NEW AND EXISTING TREES ARE PERMITTED WITHIN SITE TRIANGLE, BUT MUST BE LIMED UP TO 6' HEIGHT CLEARANCE PER ADA REQUIREMENTS.
12. SIMILAR CRITERIA FOR TREE PLACEMENT AND PRUNING UP SHOULD BE CONSIDERED AT DRIVEWAY/STREET INTERSECTIONS.
13. CONTRACTOR TO MAINTAIN CLEAR LEVEL BETWEEN 30" AND 72" ABOVE STREET. AREA MUST BE TREE OF LIMBS AND FOLIAGE FOR SAFE CROSS VISIBILITY.

TREE PROTECTION NOTES:

PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES DESIGNATED TO BE SAVED IN DEVELOPMENT AREAS, PRIOR TO THE START OF DEVELOPMENT ACTIVITIES OR GRADING. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL DEVELOPMENT ACTIVITIES ARE COMPLETE OR CONSTRUCTION IN ACCORDANCE WITH STANDARDS SET FORTH IN THIS SECTION COMMENCES. THE AREA WITHIN THE PROTECTIVE BARRICADE SHALL REMAIN FREE OF ALL BUILDING MATERIALS, DIRT OR OTHER CONSTRUCTION DEBRIS. CONSTRUCTION TRAFFIC, STORAGE OF VEHICLES AND MATERIALS, AND GRADING SHALL NOT TAKE PLACE WITHIN THE DRIPLINE OF THE EXISTING TREES TO BE PROTECTED. BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES ACCORDING TO THE FOLLOWING STANDARDS:

A. FOR TREES 10" OR LESS DBH: PROTECTIVE BARRICADES SHALL BE PLACED A MINIMUM DISTANCE OF 5' FROM THE BASE OF EACH PROTECTED TREE, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
B. FOR TREES GREATER THAN 10" DBH: PROTECTIVE BARRICADES SHALL BE PLACED AT A MINIMUM DISTANCE EQUAL TO 10' FROM THE BASE OF THE PROTECTED TREE PLUS AN ADDITIONAL 1' FOR EACH ADDITIONAL 1" DBH GREATER THAN 10" DBH, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
C. CONSTRUCTION ACCESS TO A SITE SHOULD OCCUR WHERE AN EXISTING OR PROPOSED ENTRANCE/EXIT IS LOCATED.
D. EXCEPT FOR DRIVEWAY ACCESS POINTS, SIDEWALKS, CURB AND GUTTER, NO PAVING WITH CONCRETE OR OTHER IMPERVIOUS MATERIALS WITHIN A TREE DRIPLINE SHALL BE ALLOWED.
E. WHERE GRADING WITHIN A TREE DRIPLINE CANNOT BE AVOIDED,
F. LIMIT CUT AND FILLS TO ½ TO ½ THE AREA WITHIN THE DRIPLINE.
G. AVOID CUT AND FILL AROUND ENTIRE CIRCUMFERENCE OF TRUNK.
H. WHERE GRADING LEAVES ROOTS EXPOSED, CUT ROOTS CLEAN.
I. AVOID FILLING WITHIN THE DRIPLINE OF A TREE WITHOUT SOME MECHANISM TO ALLOW AIR AND WATER TO REACH THE ROOTS.

IRRIGATION NOTES:

1. COORDINATE PLANT INSTALLATION WITH IRRIGATION CONSTRUCTION. IRRIGATION PIPES, VALVES, CONTROLLER, SLEEVES AND HEADS SHALL NOT INTEFER WITH PLANT ROOT BALLS OR CAUSE DAMAGE TO ANY PLANTS.
2. CONTRACTOR TO SUBMIT IRRIGATION PLANS TO HENSONFOLEY FOR APPROVAL. IRRIGATION PLANS TO INCLUDE A COMPLETE SEPARATION OF TURF AND SHRUB ZONES, LOCATION AND SIZES OF ALL HEADS AND VALVES, LOCATION AND SIZES OF ALL IRRIGATION SLEEVES, CONTROLLER SIZE AND LOCATION, MANUFACTURE SPECIFIED AND SYSTEM OPERATING PRESSURE.
3. CONTRACTOR SHALL LAMINATE A SEASONAL RUN TIME SCHEDULE FOR EACH IRRIGATION ZONE AND MOUNT INSIDE IRRIGATION CONTROLLER FOR OWNER/MAINTAINCE PERSONAL FUTURE REFERENCE. SCHEDULE SHOULD PROVIDE A MIN. 4" TURF COVERAGE AND 2" SHRUB COVERAGE
4. CONTRACTOR SHALL ADJUST ALL HEADS IN FIELD TO INSURE MAXIMUM COVERAGE, ELIMINATE OVERTHROW ONTO PAVED AREAS, BUILDING AND WALL SURFACES. LOCATE HEADS 3' CLEAR OF ALL HARDSCAPE SURFACES.
5. ALL VALVES SHALL BE REMOTE AUTOMATIC VALVES MOUNTED IN SUBSURFACE VALVE BOX.
6. CONTRACTOR SHALL VERIFY THAT ALL PERTINENT LOCAL AND STATE CODES ARE BEING OBSERVED.
7. CONTRACTOR TO PROVIDE A FULL 1 YEAR GUARANTEE ON ALL IRRIGATION EQUIPMENT AND WORKMANSHIP.
8. CONTRACTOR SHALL PROVIDE SYSTEM CONTROLLER WITH MANUAL OVERRIDE AND LOCATE IT WITHIN THE BUILDING ON THE BACK WALL OF THE RECEIVING AREA.

IRRIGATION SLEEVING NOTES:

1. GENERAL CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISH GRADE OF THE TOP OF PAVEMENT.
2. CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELLED" TO 2'-0" ABOVE FINISH GRADE AND CAPPED.
3. CONTRACTOR SHALL FURNISH THE IRRIGATION DESIGNER WITH AN "AS-BUILT" DRAWING SHOWING ALL SLEEVES AND THE RESPECTIVE DEPTHS BELOW THE FINISH GRADE AND/OR PAVEMENT.
4. EXTEND ALL SLEEVES TO 2'-0" BEYOND THE EDGE OF ALL PAVEMENT.
5. ADD 4" DIAMETER SLEEVES TO ALL ISOLATED PLANTING AREAS NOT SHOWN ON THIS DRAWING, OR UNDER PAVEMENT ADDED AFTER THIS PLAN WAS COMPLETED.
6. ALL SLEEVES SHALL BE SCHEDULED 40 PVC.

INSTALLATION GUARANTEE REQUIRED

1. A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED PRIOR TO THE INSTALLATION OF TREES AND SHRUBS, EXCLUDING YARD TREES, DURING THE NON-PLANTING SEASON IF A CASH BOND, SURETY BOND OR LETTER OF CREDIT IS ISSUED FOR 120% OF THE COST OF MATERIALS AND INSTALLATION. PLANTING SHALL BE COMPLETED DURING THE NEXT PLANTING SEASON.
2. THE PLANTING SEASON SHALL RUN FROM OCTOBER 15 TO MARCH 15, EXCEPT FOR EXTREME WEATHER CONDITIONS AS DETERMINED BY STAFF. A FINAL CERTIFICATE OF OCCUPANCY SHALL NOT BE GIVEN DURING THE PLANTING SEASON UNLESS ALL OF THE LANDSCAPING IS COMPLETELY INSTALLED ACCORDING TO THIS ARTICLE.

MAINTENANCE SURETY REQUIRED

1. DEVELOPERS SHALL ENTER INTO A MAINTENANCE SURETY AGREEMENT WITH MECKLENBURG COUNTY GUARANTEEING THE VIABILITY OF STREET TREES AND TREES AND SHRUBS PLANTED IN BUFFER YARDS FOR A PERIOD OF 1 YEAR FOLLOWING PLANTING. THE AMOUNT OF THE SURETY SHALL BE EQUAL TO 50% OF THE VALUE OF THE NEW TREES OR LANDSCAPE MATERIAL AND THEIR INSTALLATION. THE MAINTENANCE SURETY SHALL BE PROVIDED WHEN ALL OF THE REQUIRED TREES AND SHRUBS HAVE BEEN PLANTED.

1.1 PLANTING SOIL MIX

A. MIX TOPSOIL WITH THE FOLLOWING SOIL AMENDMENTS IN THE FOLLOWING QUANTITIES:

1. WEIGHT OF LIME PER 1000 SQ. FT
2. RATIO OF LOOSE COMPOST TO TOPSOIL BY VOLUME: 1:4
3. RATIO OF LOOSE WOOD DERIVATIVES TO TOPSOIL BY VOLUME:
4. WEIGHT OF BONEMEAL PER 1000 SQ. FT.
5. WEIGHT OF COMMERCIAL FERTILIZER PER 1000 SQ. FT.
6. WEIGHT OF SLOW-RELEASE FERTILIZER PER 1000 SQ. FT.

SOIL TEST PROVIDED BY CONTRACTOR REQUIRED FOR TOPSOIL MIX.

PLANT LIST

LARGE MATURING TREES

QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION	COMMENTS
3	NUTALL OAK	*Quercus Nutallii*	2.5" cal	8' min	B&B	6' CLEAR TRUNK
8	NUTALL OAK	*Quercus Nutallii*	2.5" cal	8' min	B&B	ROW PLANTINGS
7	OCTOBER GLORY RED MAPLE	*Acer rubrum*	2" cal	8' min	B&B	MITIGATION PLAN

SHRUBS

QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION	COMMENTS
34	LITTLE BULL MAX MYRTLE	*Myrica Cerifera ' little bull"*	3 gal.	3' min	B&B	8'OC' ACCEPTABLE

BUFFER PLANT LIST

LARGE MATURING TREES

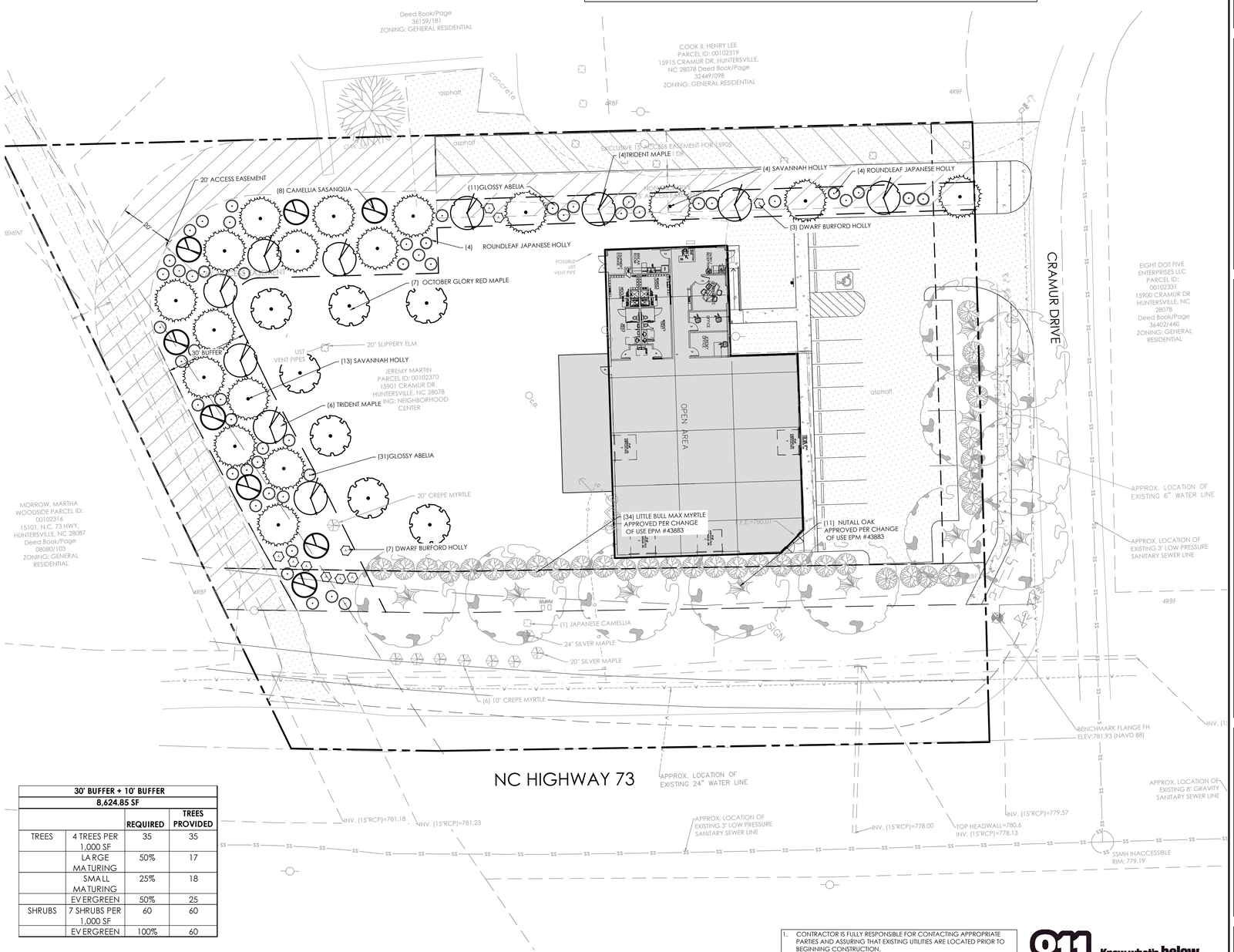
QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION
17	SAVANNAH HOLLY	*Ilex X attenuata*	2.5" cal	8' min	B&B

SMALL MATURING TREES

QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION
10	TRIDENT MAPLE	*Acer Buergerianum*	1.5" cal	8' min	B&B
8	CAMELLIA SASANQUA	*Quercus Nutallii*	1.5" cal	8' min	B&B

SHRUBS

QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION
42	GLOSSY ABELIA	*Abelia Grandiflora*	3 gal.	3' min	B&B
8	ROUNDLEAF JAPANESE HOLLY	*Ilex crenata "Rotundifolia",*	3 gal.	3' min	B&B
10	DWARF BURFORD HOLLY	*Ilex cornuta "Burfordii nana"*	3 gal.	3' min	B&B



30' BUFFER + 10' BUFFER			
8,624.85 SF			
		REQUIRED	TREES PROVIDED
TREES	4 TREES PER 1,000 SF	35	35
	LARGE MATURING	50%	17
	SMALL MATURING	25%	18
	EVERGREEN	50%	25
SHRUBS	7 SHRUBS PER 1,000 SF	60	60
	EVERGREEN	100%	60

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

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GRAPHIC SCALE 1"=20 FT.

NORTH CAROLINA LANDSCAPE ARCHITECT LICENSE NO. 299 HENSON
02/16/2023

ULTIMATE ATHLETE FITNESS CENTER

PARCEL ID 00102370
15901 CRAMUR DR, HUNTERSVILLE, NC 28078

LANDSCAPE PLAN

REVISIONS:
02/21/2023 EPM COMMENTS

C08 - LANDSCAPE.DWG
PROJECT NUMBER: 222102
DATE: 12/20/2022 DRAWN BY: MG
SHEET 4 OF 4

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

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

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

Applicant: Jeremy Martin

Project Name: Ultimate Athlete Fitness Rezoning

Project Address: 15901 Cramur Dr, Huntersville, 28078 NC

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

Indoor & outdoor recreation

Applicant

Printed Name Jeremy Martin Phone 704-577-1402

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

Signature Jeremy Martin

Title Owner Email jmartin@ultathlete.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted _____

Daily Trips Anticipated No Data

Peak Hour Trips Anticipated AM 9 **PM** 41

TIA Required (Yes/No) No

Date of Determination: 3/29/23

Comments: Determination based on a 6,800 square foot fitness club use.

Last Updated December 2021

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Stephen Trott, Director of Engineering

Date: May 1, 2023

Subject: Land Development Fee Change Request

EXPLAIN REQUEST:
Request changes to Land Development fees to cover costs.

ACTION RECOMMENDED:
Approval

FINANCIAL IMPLICATIONS:
Land Development Revenue

ATTACHMENTS:
1. Proposed Land Development Fee Changes

Proposed Land Development Fee Changes

	Current Town Fee	**Proposed Town Fee**		Current LUESA Fee
Sketch and Concept Plan - Subdivision	1,500	2,000		*2,200*
Small Subdivision Preliminary Plan (<10 acres)	10,450	12,500		*16,200*
+ Small Subdivision Preliminary Plan per acre	650	750		*1,050*
Large Subdivision Preliminary Plan (>10 acres)	9,450	17,500		*26,700*
+ Large Subdivision Preliminary Plan per acre	500	500		**500**
Concept Plan Commercial	1,000	2,000		*2,200*
Medium Commercial Plan (1acre up to 4 acres)		4,500		
Large Commercial Plan (>4 acres)	8,600	9,000		*9,300*
+ Large Commercial Per acre	250	500		*1,000*
Traffic Impact Study (per peak hour trip)	5	10		-
Roadway/Intersection only Plans (per intersection/road)		2,000		
As Built Storm Drianage	500	600		*740*
As Built BMP	500	600		*1,100*
Minor Revision to Approved Plans	600	800		*970*
Major Revision to Approved Plans	1,200	1,500		*1,800*
Plat	1,200	1,250		*1,500*
Plat Revision	350	500		*1,500*
Public Projects	2,500	3,000		*4,600*
+ public projects per acre	550	550		1,000

500 - above 25 acres

Town of Huntersville
Town Board
May 1, 2023

To: Town Board

From: Stephen Trott, Director of Engineering

Date: May 1, 2023

Subject: Resolution - Bud Henderson Sidewalk project

EXPLAIN REQUEST:
Consider adopting resolution to acquire right-of-way and/or easements for the construction of Bud Henderson Sidewalk project.

ACTION RECOMMENDED:
Adopt Resolution

FINANCIAL IMPLICATIONS:
General Fund

ATTACHMENTS:
1. R-2023-17 Resolution-ROW-Bud Henderson SW

RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE ADOPTED AND FUNDED BUD HENDERSON SIDEWALK PROJECT

WHEREAS, the Town of Huntersville (the "Town") has determined that the acquisition of fee title right of way, and easements is necessary to the delivery of the Bud Henderson Sidewalk Project; and

WHEREAS, the Town finds that such title, rights-of-way, and easements, including existing public rights-of-way and easements, are for a public use and necessary for the construction of the Bud Henderson Sidewalk Project; and

WHEREAS, the statutory powers of the Town include the power to acquire real property (N.C.G.S. §160A-11 and §160A-240.1), including the power of eminent domain (N.C.G.S. Chapter 40); and

WHEREAS, to meet said defined project delivery schedule, property acquisition process should begin no later than May 2023; and

WHEREAS, the Town's proposed property acquisition process for the Bud Henderson Sidewalk Project will comply with applicable Federal, State, and Local regulations; and

WHEREAS, the Town has certified that the parcels ("the Property"), represented on Exhibit A, are needed for the Bud Henderson Sidewalk Project.

NOW THEREFORE, BE IT *RESOLVED* BY THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS (the "Town Board") AS FOLLOWS:

1. The Town Board approves and authorizes the acquisition of the necessary fee title, rights-of-way, and easements affecting the parcels described on Exhibit A at a price not to exceed that determined by the appraisals described in the Proposal for Real Estate Acquisition Services by a Professional Property Acquisition Firm and permitted Administrative Adjustments for Right-of-Way Acquisition. No further action is required by this Board to authorize the acquisition.
2. In the event any of the parcels or interest in Exhibit A cannot be acquired by negotiations at the price authorized above, the Town Manager, through counsel, may institute and pursue acquisition by the process of Eminent Domain according to the procedures contained in Chapter 40A, including but not limited to, giving notice of intent to the property owner, executing and filing a complaint and declaration of

taking and depositing the necessary appraised value amount with the Clerk of Superior Court of Mecklenburg County. Any action pursuant to this subsection requires approval by the Town Board.

3. The Town Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 1st day of May, 2023.

ATTEST:

TOWN OF HUNTERSVILLE

_____
Town Clerk

_____
Town Mayor

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT A - PARCEL INDEX

Bud Henderson Sidewalk

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	015-033-82	Arbormere Community Association Inc. c/o Hawthorne Management
2	015-031-10	Mary Beth Peterson
3	015-031-13	Ben P Eistertz
4	015-031-18	Arbormere Community Association Inc. c/o Henderson Properties