



AGENDA

Regular Town Board Meeting (Virtual)

September 21, 2020 - 6:00 PM

HOSTED FROM TOWN HALL (101 Huntersville-Concord Road)

Virtual Meeting Information - *This meeting will be held both in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC 28078, and virtually via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>. The Board of Commissioners will participate remotely. The public is invited to attend and comment during public comment (1) in person at the Huntersville Recreation Center (speakers are limited to 3 minutes), 11836 Verhoeff Drive, Huntersville, NC 28078 or (2) by email to the Town Clerk at jpierson@huntersville.org. Emails received by 4:00 p.m. on September 21 will be included as part of the public record for the meeting.*

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

- 1.A Update on the 2040 Community Plan.
- 1.B Closed Session pursuant to NCGS 143-318.11.(a)(5) - Instruct Staff regarding the potential acquisition of real estate.

2. Call to Order

3. Invocation - Moment of Silence

4. Pledge of Allegiance

5. Mayor and Commissioner Reports-Staff Questions

6. Public Comments, Requests, or Presentations

- 6.A Presentation of Proclamation to Anne Crawford, founder of Caterpillar Ministries.
- 6.B Huntersville Family Fitness & Aquatics Update.
- 6.C Presentation of the Huntersville Bike Plan.

7. Agenda Changes

8. Public Hearings

None

9. Other Business

- 9.A Consider extending the contract with North State Development to purchase 2.081 acres +/- on Gilead Road west of Town Center. *(Jack Simoneau)*
- 9.B Consider approving the 2030 Parks and Recreation Master Plan. *(Michael Jaycocks)*
- 9.C Consider adopting Ordinance Establishing Auxiliary Police Force. *(Chief Hoyle)*
- 9.D Consider appointing Town Attorney. *(Anthony Roberts)*
- 9.E Discussion on Ethics Complaint. *(Town Attorney)*

10. Consent

- 10.A Approve the minutes of the July 30, 2020 Special Town Board Meeting. *(Janet Pierson)*
- 10.B Approve the minutes of the August 17, 2020 Regular Town Board Meeting. *(Janet Pierson)*
- 10.C Approve the minutes of the August 20, 2020 Special Town Board Meeting. *(Janet Pierson)*
- 10.D Approve the minutes of the August 28, 2020 Special Town Board Meeting. *(Janet Pierson)*
- 10.E Approve budget amendment appropriating Barry Park Capital Reserve revenue in the amount of \$40,000 to Capital Projects for the resurfacing of the Barry Park parking lot. *(Pattie McGinnis)*
- 10.F Adopt Resolution awarding contract to Sloan Construction for the Barry Park Parking Lot Resurfacing Project. *(Michael Jaycocks)*
- 10.G Adopt Resolution to approve Interlocal Agreement with Mecklenburg Soil and Water Conservation District for the Cambridge Grove Stream Restoration Project. *(Kevin Fox)*
- 10.H Adopt Resolution awarding Engineering Services Contract for Beatties Ford at Gilead Road intersection improvement project. *(Eian Fowler)*
- 10.I Adopt Resolution awarding Engineering Services Contract for Beatties Ford Road at McCoy Road intersection improvement project. *(Eian Fowler)*
- 10.J Adopt Resolution awarding Engineering Services Contract for the Gibson Park Drive Phase 2 roadway improvement project. *(Eian Fowler)*
- 10.K Adopt Resolution awarding Engineering Services Contract for the Seagle Street and Fourth Street Roadway Improvement Project. *(Eian Fowler)*

11. Closing Comments

12. Adjourn

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

To: Town Board

From: Jack Simoneau, Planning

Date: 09/21/20

Subject: North State Development Contract Extension

EXPLAIN REQUEST:

Consider extending the contract with North State Development to purchase 2.081 acres +/- on Gilead Road west of Town Center.

ACTION RECOMMENDED:

Consider extending the contract with North State Development to purchase 2.081 acres +/- on Gilead Road west of Town Center. *(Jack Simoneau)*

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [NSD - Town Property Contract Extension Request Letter \(7-6-20\).pdf](#)
- [Final Acceptance Resolution and Contract.pdf](#)
- [North State Site Plan approved November 18 2019.pdf](#)



July 6, 2020

Angela S. Beeker
Town Attorney
Town of Huntersville
Post Office Box 664
101 Huntersville-Concord Road
Huntersville, NC 28070

Re: Huntersville Town Center Property
Contract Extension Request

Mrs. Beeker:

As a follow up to our discussions on the above referenced contract, please accept this request to extend all contract dates by 6 months. As you know, with the addition of Bradford properties and Bowman properties, we have been working closely with the Town's Planning Department and other departments on a comprehensive plan that is in accordance with the Town's future vision.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shane Seagle', with a stylized flourish at the end.

Shane Seagle, P.E.
North State Development, LLC

RESOLUTION OF FINAL ACCEPTANCE OF NEGOTIATED OFFER

WHEREAS, the Town of Huntersville owns certain property described as follows:

+/- 2.081 acres of land in the Town of Huntersville, Mecklenburg County, North Carolina, consisting of the following seven (7) parcels: (i) an approximately 0.158 acre parcel known as PIN 01711616, (ii) an approximately 0.252 acre parcel known as PIN 01711617, (iii) an approximately 0.303 acre parcel known as PIN 01711618, (iv) an approximately 0.544 acre parcel known as PIN 01711619, (v) an approximately 0.452 acre parcel known as PIN 01711627, (vi) an approximately 0.109 acre parcel known as PIN 01711643, and (vii) an approximately 0.263 acre parcel known as PIN 01711699; and

WHEREAS, North Carolina General Statute Section 160A-269 permits the Town to sell property by upset bid after receiving an offer to purchase; and

WHEREAS, the Town has received a NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 ("Offer"), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to the Offer, North State Development, LLC, a North Carolina limited liability company ("Buyer"), is offering to purchase the property described above for the sum of Six Hundred Thousand and no/100s (\$600,000.00), subject to the terms and conditions contained within the Offer; and

WHEREAS, on May 20, 2019, the Board of Commissioners issued a proposed acceptance of the Offer and authorized the Offer to be advertised for upset bids pursuant to N.C.G.S. § 160A-269; and

WHEREAS, the Offer was advertised in the Charlotte Observer on Friday, May 24, 2019 and no upset bids were received; and

WHEREAS, subject to the terms below, the Town Board of Commissioners wishes to issue a final acceptance of the Offer;

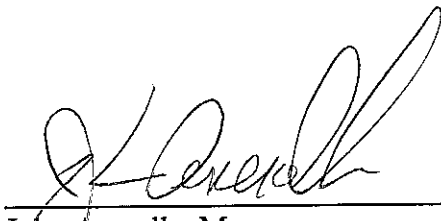
THEREFORE, the Board of Commissioner of the Town of Huntersville resolves that:

The Board issues a final acceptance of the Offer pursuant to the procedures of 160A-269, and authorizes the sale to North State Development, LLC, or an authorized assignee as allowed by Offer. The Town Manager, Clerk to the Board, and the Town Attorney are authorized to take all actions on behalf of the Town which are consistent with the terms of the Offer, including but not limited to the signature of all necessary documentation, to effectuate the closing on the sale of the Property.

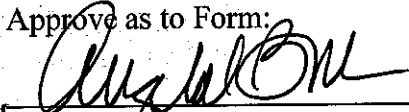
Adopted this 17th day of June 2019.

ATTEST:


Janet Pierson, Town Clerk


John Aneralla, Mayor

Approve as to Form:


Angela Becker, Town Attorney

5/13 ^{Signed} ~~encl~~ + A. Becker

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 ("Offer")

NOW COMES NORTH STATE DEVELOPMENT, LLC, a North Carolina limited liability company, ("Buyer") and offers to purchase from the **TOWN OF HUNTERSVILLE**, a North Carolina municipal corporation ("Town") that property more particularly described in Exhibit A, attached hereto and incorporated by reference, on the terms and conditions hereinafter set forth:

PROPERTY: The Town owns approximately 2.081 acres of land in the Town of Huntersville, Mecklenburg County, North Carolina, consisting of the following seven (7) parcels: (i) an approximately 0.158 acre parcel known as PIN 01711616, (ii) an approximately 0.252 acre parcel known as PIN 01711617, (iii) an approximately 0.303 acre parcel known as PIN 01711618, (iv) an approximately 0.544 acre parcel known as PIN 01711619, (v) an approximately 0.452 acre parcel known as PIN 01711627, (vi) an approximately 0.109 acre parcel known as PIN 01711643, and (vii) an approximately 0.263 acre parcel known as PIN 01711699, as depicted on Exhibit A, together with all privileges, rights and easements appurtenant to that land ("Property").

The final boundary of the Property will be identified by survey on a plat in proper form for recording at the Mecklenburg County Register of Deeds Office. The Town will cause the survey and a recombination plat preparation and recording to be provided at the Town's expense within thirty (30) days after Final Acceptance, defined herein below.

OFFER: Buyer offers to pay to Town the sum of Six Hundred Thousand Dollars and no/100s (\$600,000.00) for the purchase of the Property as shown on Exhibit A. It is understood and agreed that the boundary of the Property may change slightly during preparation and approval of the final plat for recording.

ADDITIONAL TERMS AND CONDITIONS: Those additional terms and conditions as specified in Exhibit B, attached hereto and incorporated by reference, shall be deemed part of this Offer as if fully set forth herein.

UPSET BID PROCEDURE TO GOVERN: It is acknowledged that the sale of the Property, if any, will be governed by the procedures of North Carolina General Statute § 160A-269 (the "Statute"). This Offer will be presented to the Town Board of Commissioners for consideration of whether to issue a proposed acceptance of the Offer. "Proposed Acceptance" shall mean the adoption of a Resolution by the Town Board of Commissioners at a duly held meeting, proposing to accept this Offer, and directing that this Offer be advertised for upset bid. If Town's Board of Commissioners issues a Proposed Acceptance, the Buyer shall deposit with the Town Clerk a sum equal to five (5%) per cent of this Offer. The Town shall then cause to be published in a newspaper of record a notice that it proposes to accept this Offer, generally describing the Property and the terms of this Offer, and advise that anyone may make an upset bid within ten (10) days of the publication of the notice in an amount prescribed by the Statute. If there is an upset bid, then upon the maker of the upset bid making the deposit with the Town Clerk as is required by the Statute, the deposit made hereunder shall be refunded, and this Offer

shall be deemed null and void (although Buyer shall have the right to make another offer pursuant to the upset bid process). If there is no upset bid received, this Offer will again be presented to the Town Board of Commissioners for Final Acceptance. "Final Acceptance" shall mean the adoption of a Resolution by the Town Board, adopted at a duly called meeting, stating that this Offer has been finally accepted. Upon Final Acceptance, this Offer shall become a binding contract (the "Agreement") and the bid deposit shall become the earnest money deposit under the contract formed by Town's acceptance of this Offer.

PREPARATION OF PLAT: If the Town Board issues Final Acceptance of this Offer, the Town will cause a recombination plat to be prepared in recordable form, showing the final boundary of the Property, within thirty (30) days after Final Acceptance. The final boundary of the Property is subject to the approval of both the Buyer and the Town; however, the final boundary shall be substantially in conformance with the boundary for the Property shown on Exhibit A, attached.

DUE DILIGENCE PERIOD: If the Town Board issues Final Acceptance of this Offer, then there shall be a due diligence period beginning on the date of the Final Acceptance and extending until nine (9) months (defined as 270 consecutive calendar days) after the date of the approval of the Conceptual Site Plan referenced below, during which period Buyer may terminate the Agreement, formed by the Final Acceptance of this Offer, for any reason or for no reason at all. Said period shall be referred to as the "Due Diligence Period." At the commencement of the Due Diligence Period, the Town agrees to provide Buyer with any information and reports that it or its consultants have regarding the Property, including title and survey information, soils reports and environmental assessments. During the Due Diligence Period, Buyer shall be permitted to make such investigations of the Property, at Buyer's sole expense, and shall be permitted to make applications for any and all developmental approval of Buyer's plans for the Property. Buyer shall repair and return to the condition as of the date of this Offer any damage caused by all investigations of the Property performed by or on behalf of the Buyer.

Separate and apart from the development approvals pursuant to law or ordinance, the Buyer shall present a conceptual site plan for the Property to the Town Board, as seller of the Property, for the Town Board's approval within forty-five (45) days after Final Acceptance, hereinafter "Conceptual Site Plan." The Conceptual Site Plan shall consist of a proposed site plan, Building Elevations (architectural renderings) and proposed floor plan(s). Approval of the Conceptual Site Plan by the Town for purposes of this Offer shall not be deemed approval of the Plan for purposes of any approvals required under applicable law or Town ordinances. The Town Board shall either approve, or request specific modifications to, the Conceptual Site Plan in writing within thirty (30) days of receipt from the Buyer, otherwise the Conceptual Site Plan shall be deemed approved as submitted by Buyer. If the Town Board requests modifications to the Conceptual Site Plan as submitted by the Buyer, the Buyer shall have thirty (30) days to resubmit a revised Conceptual Site Plan consistent with the Town's requested modifications, after which the Town shall have thirty (30) days in which to confirm its approval (with approval deemed to have occurred at the end of such thirty (30) day period if no further specific modifications are requested in writing by the Town). This process shall continue until the Conceptual Site Plan is approved by both parties or until Buyer elects not to submit any further requested modifications. If Buyer elects not to make any specific modifications to the Conceptual Site Plan requested by the Town under the foregoing process, the Town may, upon thirty (30) days' written notice,

terminate the Agreement, in which case the Town shall return the deposit to Buyer promptly. Prior to approval of the Conceptual Site Plan, the Town shall have the ability to terminate this Agreement for any reason or for no reason. Upon approval of the Conceptual Site Plan (by action or by failure to act) the Town shall no longer have the ability to terminate the Agreement for a reason other than material breach of the Agreement by the Buyer.

At least thirty (30) days prior to the expiration of the Due Diligence Period, the Buyer may request in writing, an extension the Due Diligence Period for an additional three (3) months, and if significant progress has been made towards applying for the approvals required under applicable law or Town ordinances for approval of site development plans that are consistent with the Conceptual Site Plan, the Town shall approve the three (3) month extension. Any further extensions shall be at the sole and absolute discretion of the Town.

FUTURE WIDENING OF GILEAD ROAD. The Town anticipates that Gilead Road will be widened within the next ten (10) years. Buyer agrees that in the event Gilead Road is widened that the Buyer will dedicate and donate to the Town or NCDOT an easement for highway right of way as is necessary for the widening of Gilead Road. Further, Buyer will obligate any future owners of the Property to dedicate and donate such easement for highway right of way as is necessary for the widening of Gilead Road to the Town or NCDOT. The location and maximum easement that Buyer would be obligated to donate will be agreed upon by the Town and The Buyer as part of the Conceptual Site Plan review and approval process occurring the Due Diligence Period.

CLOSING: If the Town Board issues Final Acceptance of this Offer, then closing shall occur within thirty (30) days after the expiration of the Due Diligence Period, including any extension(s), at Town offices in Huntersville, or at such other time and place as is mutually agreed to in writing by the parties. At closing, Town shall deliver the title as described hereinbelow to the Property, and Buyer shall pay to Town the balance of the purchase price in certified funds. Each party's obligation to close shall be conditioned upon the performance by the other party of its obligations hereunder.

TITLE: Town shall deliver marketable fee simple title to the Property by a Special Warranty Deed at closing insurable at regular rates by Buyer's title insurance company, subject only to Permitted Exceptions as provided hereinbelow. The Town shall provide standard seller documents at closing, including owner affidavits and authority documents required by Buyer's title insurance company.

PERMITTED EXCEPTIONS: Title to the Property shall be subject only to valid and enforceable restrictions of record and easements and rights of way affecting the Property, any applicable zoning or other land use laws and ordinances, and the lien for ad valorem taxes, if any, which Permitted Exceptions shall be listed specifically in the Deed.

COSTS: Town shall be responsible for preparing the deed conveying title, preparation and recording of the final plat, any documentary stamps that the Town is not exempt from paying, and any other costs necessary for Seller to perform its obligations under the Offer. Buyer shall be responsible for costs and expenses for title examination, title premium, survey (if Buyer has

property surveyed), recording the deed, and any other costs necessary for Buyer to perform its obligations under the Offer. Each party will be responsible for its own attorney's fees.

DEVELOPMENT OF THE PROPERTY: Development of the Property shall be consistent with the Conceptual Site Plan as approved by the Town Board pursuant to this Offer. It is understood and agreed that the Town will be guided by the Town Center Area Master Plan, prepared by Creech & Associates, in its evaluation of the Conceptual Site Plan, a copy of which is attached hereto as Exhibit C, said Exhibit C being incorporated herein by reference. Buyer's development of the Property shall, in addition, be governed by all applicable statutes, ordinances, and regulations, including but not limited to those of the State of North Carolina and the Town of Huntersville.

OFFER AND ACCEPTANCE. This instrument shall constitute a binding offer by Buyer upon the due execution by the Buyer and submission to the Town. The binding offer shall remain open for acceptance by the Town until such time as (1) an upset bid has been received, and the bid deposit has been received by the Town for such upset bid; (2) the Town rejects this Offer, or (3) the Town issues a Final Acceptance of this Offer, whichever occurs first. In the event the Town receives an upset bid and the bid deposit for such upset bid is received by the Town, or in the event the Town rejects this Offer, then this Offer shall be deemed terminated, and neither party hereto shall have any obligation, duty, or liability to the other party. In the event the Town issues a Final Acceptance of this Offer, this Offer shall become a binding Agreement between the parties hereto, subject to the termination rights described above. The Town agrees to proceed with the above-described process promptly, and if the Town hasn't issued a Final Acceptance of this Offer six (6) months after Proposed Acceptance, Buyer shall have the right to withdraw this Offer and receive a return of its deposit. After the expiration of the Due Diligence Period, such binding Agreement may only be terminated as allowed by this Offer or as allowed by applicable law. If the Town issues a Final Acceptance, this Document, including all attachments hereto, shall be interpreted as a binding Agreement between the parties hereto in spite of the many references to this document and the attached Exhibit B as an "Offer." If Buyer elects to terminate the Agreement in accordance with its rights to do so, the deposit shall be returned to Buyer promptly.

REJECTION OF OFFER: It is understood and agreed by the Buyer that at any time prior to the issuance of a Final Acceptance of this Offer, the Town may (1) reject any and all offers (including this Offer) and/or upset bids received, and/or (2) withdraw the Property from sale, as allowed by North Carolina General Statute § 160A-269, in which case the Town shall return Buyer's deposit promptly.

EXECUTION OF THIS OFFER: The Buyer represents and warrants that this Offer has been duly authorized, and that the person signing has the authority to sign this Offer on behalf of the Buyer.

This Offer is made this 13 day of May, 2019.

North State Development, LLC, A North Carolina
Limited Liability Company

By: 

Title: MANAGER

Date of Proposed Acceptance by the Town: May 13, 2019

Date of Final Acceptance by the Town: June 17, 2019

Polaris 3G Map – Mecklenburg County, North Carolina
EXHIBIT A

EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS

- 1. DISCLAIMER OF WARRANTIES:** BUYER ACKNOWLEDGES AND AGREES THAT THE TOWN DOES NOT, BY THE ISSUANCE OF A PROPOSED ACCEPTANCE OR FINAL ACCEPTANCE, OR BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE SALE OF THE PROPERTY, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE TOWN MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN THE TOWN'S LIMITED WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), SUCH MATTERS AS AN ACCURATE SURVEY WOULD REVEAL, VALUE & MARKETABILITY OF THE PROPERTY, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (HEREINAFTER COLLECTIVELY CALLED THE "DISCLAIMED MATTERS"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF THE TOWN. IF THE TOWN ISSUES A FINAL ACCEPTANCE FOR THE PROPERTY, THE TOWN SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY THE TOWN OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS PARAGRAPH, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST THE TOWN WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA, AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING DATE, THE

DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE,
WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN
THIS OFFER.

2. **Other Payments at Closing.**

- a. **Taxes.** Buyer will be responsible for ad valorem taxes accruing after the date of sale, it being acknowledged that the Property has been exempt from taxation during the period The Town has owned the Property. However, if taxes are required to be paid under applicable law for the calendar year in which closing occurs, such ad valorem taxes will be prorated between the Town and the Buyer over the calendar year in which closing occurs.
- b. **Dues, Assessments, Common Area Maintenance.** N/A
- c. **Other.** Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, the Town shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent.

- 3. **Possession at Closing.** The Town shall surrender and deliver exclusive possession of the Property to Buyer on the Closing Date, subject to the Permitted Exceptions.
- 4. **Limited Option to Repurchase.** Concurrent with the closing and delivery of the Special Warranty Deed to the Buyer, the Buyer will execute and deliver to the Town, in a recordable form to be recorded with the Deed, an option to repurchase if construction of the improvements shown on the Conceptual Site Plan as approved by the Town has not commenced within two (2) years from the date of conveyance to Buyer. If the Town does not elect in writing to exercise this option within thirty (30)-days after the expiration of such two (2) year period. Within thirty (30) days of the Buyer's receipt of the Town's written exercise of the option, the Buyer shall prepare and deliver to the Town an accounting of the Buyer's Pursuit Costs (as defined below). The Town shall have thirty (30) days from receipt of such accounting to close on the repurchase, otherwise the option shall conclusively be deemed waived. At the commencement of construction or upon waiver or deemed waiver of the option, the Town shall execute and record a document pursuant to which it terminates any and all rights to repurchase the Property. This provision

shall survive the closing of the purchase and sale of the Property. The purchase price shall be the price that Buyer paid to the Town plus the one-half (1/2) of the reasonable, out-of-pocket, documented costs incurred by Buyer relating to its purchase and proposed development of the Property (the "Pursuit Costs"). At Closing on said repurchase, the Buyer shall provide and assign all of Buyer's rights to Seller in all surveys, studies, plans, drawings, and all other documents and information procured by Buyer relating to Buyer's purchase and proposed development of the Property (the "Pursuit Documentation"). Upon Buyer's placement of a construction loan on the Property, the Town shall either subordinate this option to the lender's mortgage lien or shall waive its option rights.

5. **Remedies.**

The following are the parties' sole and exclusive remedies under the terms of this Offer. These provisions (5(a) and 5(b)) shall survive the closing of the purchase and sale of the Property.

(a) If the Town Board of Commissioners issues a Final Acceptance of this Offer, and if the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Offer due to circumstances or conditions which constitute a default by Buyer under this Offer, the bid deposit shall be retained by the Town as the Town's full liquidated damages for such default. The parties acknowledge that the Town's actual damages in the event of a default by Buyer will be difficult to ascertain, that such liquidated damages represent the parties' best estimate of such damages, and that the Town and Buyer believe such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of the Town by reason of a default by Buyer, and the Town hereby waives and releases any right to sue Buyer for specific performance of this Offer or to prove that the Town's actual damages exceed the amount which is herein provided to the Town as full liquidated damages.

(b) If the Town Board of Commissioners issues a Final Acceptance of this Offer, and if the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Offer due to circumstances or conditions which constitute a default by the Town under this Offer, the Earnest Money shall be refunded to Buyer promptly upon request, and Buyer, as its sole and exclusive remedy, shall have the right to choose either (i) to terminate this Offer and be paid its reasonable, out-of-pocket, documented Pursuit Costs by the Town upon delivery to the Town of the Pursuit Documents, in which event all rights and obligations of the parties under this Offer shall expire, and this Offer shall become null and void, and neither party shall have any further liability to the other party under this Offer; or in the alternative (ii) to obtain specific performance of the Town's obligations under the Agreement.

6. **Survey.** Buyer, at Buyer's option and expense, shall have the right to cause a surveyor selected by Buyer properly licensed under the laws of the State of North Carolina to prepare a current and accurate survey of the Property (herein called the "Survey"). If Buyer elects to obtain the Survey, Buyer may utilize the prior platting work done on

behalf of the Town. Buyer shall cause three (3) prints of the Survey to be delivered to The Town's attorney at the address for copies of notices set forth in this Offer. In the event this Offer is rejected, terminated or becomes null and void for any reason other than a default by the Town, the Town shall not be liable to the Buyer for the costs of any such Survey procured by the Buyer.

7. General Provisions.

- a. **Brokers.** Except for Bill Latta of Latta Realty, Inc. (whose commissions will be paid by Buyer, there are no real estate brokers, agents or consultants involved in the making of this Offer, or in any Proposed Acceptance or Final Acceptance issued by the Town, and the parties hereto shall indemnify and hold each other harmless from any fee or brokerage claims arising out of this transaction. This provision shall survive the closing of the purchase and sale of the Property.
- b. **Divestment Act.** The Buyer is not listed on the Final Divestment List ("Divestment List") created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. § 147-86.55, *et seq.* ("Iran Divestment Act of 2015"). The Buyer shall not utilize in the performance of its obligations hereunder any agent, contractor or subcontractor listed on the Divestment List. This provision shall survive the closing of the purchase and sale of the Property.
- c. **E-Verify.** The Buyer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if the Buyer utilizes an agent, contractor or subcontractor, Buyer shall require them to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. This provision shall survive the closing of the purchase and sale of the Property.
- d. **Notice.** Whenever any notice, demand or request is required or permitted under this Offer, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier (UPS, FedEx, etc.) for next business day delivery, to the addresses set forth below.

To the Buyer:

NORTH STATE DEVELOPMENT, LLC
ATTN: Shane Seagle, Partner
16930 West Catawba Avenue, Suite 205
Cornelius, NC 28031

With copy to:

Robert G. Brinkley
Womble Bond Dickinson (US) LLP
One Wells Fargo Center
Suite 3500, 301 South Tryon Street
Charlotte, NC 28202-6037

To the Town:

TOWN OF HUNTERSVILLE
Attn: Anthony Roberts, Town Manager
Post Office Box 664 (zip code: 28070)
101 Huntersville Concord Road
Huntersville, NC 28078

With copy to:

Angela Beeker, Town Attorney
Post Office Box 664 (zip code: 28070)
101 Huntersville-Concord Road
Huntersville, NC 28078

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be. Notices may be sent by email or facsimile for convenience, but must be followed up by one of the means above, which will be the official notice. This provision shall survive the closing of the purchase and sale of the Property.

- e. **Assignment.** This Offer may not be assigned by the Buyer, without the consent of the Town, which consent shall not be unreasonably withheld; provided that Buyer may assign this Offer to an entity controlled by one of Buyer's principals without consent but Buyer shall remain responsible for its obligations hereunder.
- f. **Headings.** The use of headings, captions and numbers in this Offer is solely for the convenience of identifying and indexing the various provisions in this Offer and shall in no event be considered otherwise in construing or interpreting any provision in this Offer.
- g. **Applicable Law, Venue.** This Offer shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina. The sole venue for any suit, claim or action shall be in a state or federal court sitting in Mecklenburg County, North Carolina. Nothing herein shall be deemed to confer jurisdiction upon the federal courts, except as may be otherwise provided by law. This provision shall survive the closing of the purchase and sale of the Property.

- h. **Entire Offer; Modification.** This Offer supersedes all prior discussions and agreements among the Town and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Offer contains the sole and entire understanding among the Town and Buyer with respect thereto. This Offer shall not be modified or amended except by an instrument in writing executed by or on behalf of the Town and Buyer.
- i. **Attorney's Fees.** In the event of any litigation between Buyer and the Town arising under or in connection with this Offer, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party. This provision shall survive the closing of the purchase and sale of the Property.
- j. **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Offer and each person executing this Offer on behalf of a party warrants and represents that he has been fully authorized to execute this Offer on behalf of such party and that such party is bound by the signature of such representative. These representations and warranties shall survive the closing of the purchase and sale of the Property.
- k. **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Offer and has had ample opportunity to read, review, and understand the provisions of this Offer. These representations and warranties shall survive the closing of the purchase and sale of the Property.
- l. **No Construction Against Preparer.** No provision of this Offer shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision. This provision shall survive the closing of the purchase and sale of the Property.
- m. **No Lien.** This Offer is not and shall not be deemed or considered to convey or be an interest in or lien against the Property.
- n. **No Recording.** In no event shall this Offer or any memorandum hereof be recorded by Buyer in any public records, and any such recordation or attempted recordation shall constitute a breach of this Offer by Buyer.
- o. **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday,

federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the "Effective Date," if any, shall be deemed to refer to the date the Town issues a Final Acceptance of this Offer.

EXHIBIT C

Town Center Area Master Plan, prepared by Creech & Associates



TOWN CENTER AREA MASTER PLAN HUNTERSVILLE TOWN CENTER

Town of
Huntersville
NORTH CAROLINA

CREECH & ASSOCIATES

12.12.2017

PARKING REQUIREMENTS:

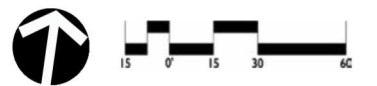
NON-RESIDENTIAL SPACE PROVIDED = UP TO (NOT TO EXCEED) 12,000 SF
NON-RESIDENTIAL PARKING REQUIRED = 1 SPACE / 500 SF
(PER ORDINANCE REQUIREMENT)
RESIDENTIAL UNITS PROVIDED = UP TO (NOT TO EXCEED) 80 UNITS
(PENDING FINAL UNIT AVERAGE AND UNIT MIX)
RESIDENTIAL PARKING REQUIRED = 1 SPACE / 1 BDRM UNIT
1.5 SPACES / 1+ BDRM UNITS
TOTAL PARKING PROVIDED = ±96 SPACES
(FINAL NUMBER OF PARKING SPACES TO BE
PROVIDED IN ACCORDANCE WITH APPLICABLE
ORDINANCE REQUIREMENTS)

PROPOSED DESIGN AND DEVELOPMENT CRITERIA:

1. VARY FACADE TREATMENTS ALONG GILEAD TO PROVIDE VISUAL INTEREST & AVOID A MONOLITHIC ELEVATION, SIMILAR TO PRECEDENT PROVIDED BY TOWN AND SUBJECT TO GENERAL CONTRACTOR PRICING EVALUATION.
2. STOOPS REQUIRED ON ALL GROUND FLOOR RESIDENTIAL UNITS TO ACTIVATE/ENHANCE ELEVATION AND TRANSITION FACADE TO GRADE ELEGANTLY. ALSO PROVIDES LEVEL OF SECURITY/BOUNDARY FOR UNITS ON GRADE.
3. PROVIDE QUALITY MATERIALS TO BE AGREED UPON/USED ON GILEAD SPECIFICALLY AND ON BALANCE OF OTHER ELEVATIONS IN ORDER TO MANAGE EXPECTATIONS. TOWN TO REVIEW DURING SCHEMATIC DESIGN PHASE OF WORK.
4. AGREEMENTS WITH TOWN REGARDING LOCATIONS ON SITE PLAN FOR 'NON-RESIDENTIAL' SPACE AND/OR LOCATION ON GILEAD FRONTAGE.
5. MAXIMUM NUMBER OF FLOORS IS FOUR (4).
6. DESIGN TEAM WILL ACCOMMODATE/RESPECT ALL EXISTING ZONING & CODE REQUIREMENTS ASSOCIATED WITH THIS DISTRICT, INCLUDING BUT NOT LIMITED TO MINIMUM CLEAR HEIGHT FOR GROUND FLOOR COMMERCIAL SPACE.

LANDSCAPE / EVERGREEN HEDGE
SCREENING

POTENTIAL UNDERGROUND
STORMWATER DETENTION
LOCATION(S). EXACT SIZE AND
LOCATION TO BE DETERMINED.



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

To: Town Board

From: Michael Jaycocks, Parks & Recreation

Date: 09/21/20

Subject: 2030 Parks and Recreation Master Plan

EXPLAIN REQUEST:

Consider adopting the 2030 Huntersville Parks and Recreation Master Plan. The Parks and Recreation Commission unanimously approved this plan at their August 19th meeting. This plan will be used to guide the town over the next ten years as it relates to providing the stated parks and recreation needs voiced by the community during this planning process. This plan will also assist the town in acquiring grants as well as identifying opportunities for new or expanded partnerships with other organizations. This plan will also be used to express the town's needs to Mecklenburg County as they are currently updating their master plan. This plan will guide the department as it develops its five year CIP and the department's annual operating capital budget for existing park renovations and improvements.

ACTION RECOMMENDED:

Consider approving the 2030 Parks and Recreation Master Plan. *(Michael Jaycocks)*

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

- [2020-09-10 Huntersville Parks Recreation Comp Plan.pdf](#)



2030

COMPREHENSIVE PARKS, RECREATION + OPEN SPACE MASTER PLAN

Huntersville, North Carolina

**“THE ABILITY TO LEARN AND PLAY, AT ANY
LEVEL, SHOULD BE SOMETHING WE JUST
DO IN HUNTERSVILLE.”**

Huntersville Commissioner

ACKNOWLEDGMENTS

Department of Parks + Recreation

Michael Jaycocks / Director
Tracy Houk / Assistant Director

Board of Commissioners

John Aneralla / Mayor
Melinda Bales / Mayor Pro-Tem
Dan Boone
Lance Munger
Brian Hines
Stacy Phillips
Nick Walsh

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Nick Lowe/ Project Manager
Laura Stroud / Planner
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Anthony Roberts / Town Manager
Jackie Huffman / Assistant Town Manager

Parks + Recreation Commission

Alisia Bergsman
Deanna Baumgardner
Selene "Magic" Cypress-McNairy
Edward Parks
Kathy Lewis
Kent Curran
Jason Ma
John Mielke
John O'Neill

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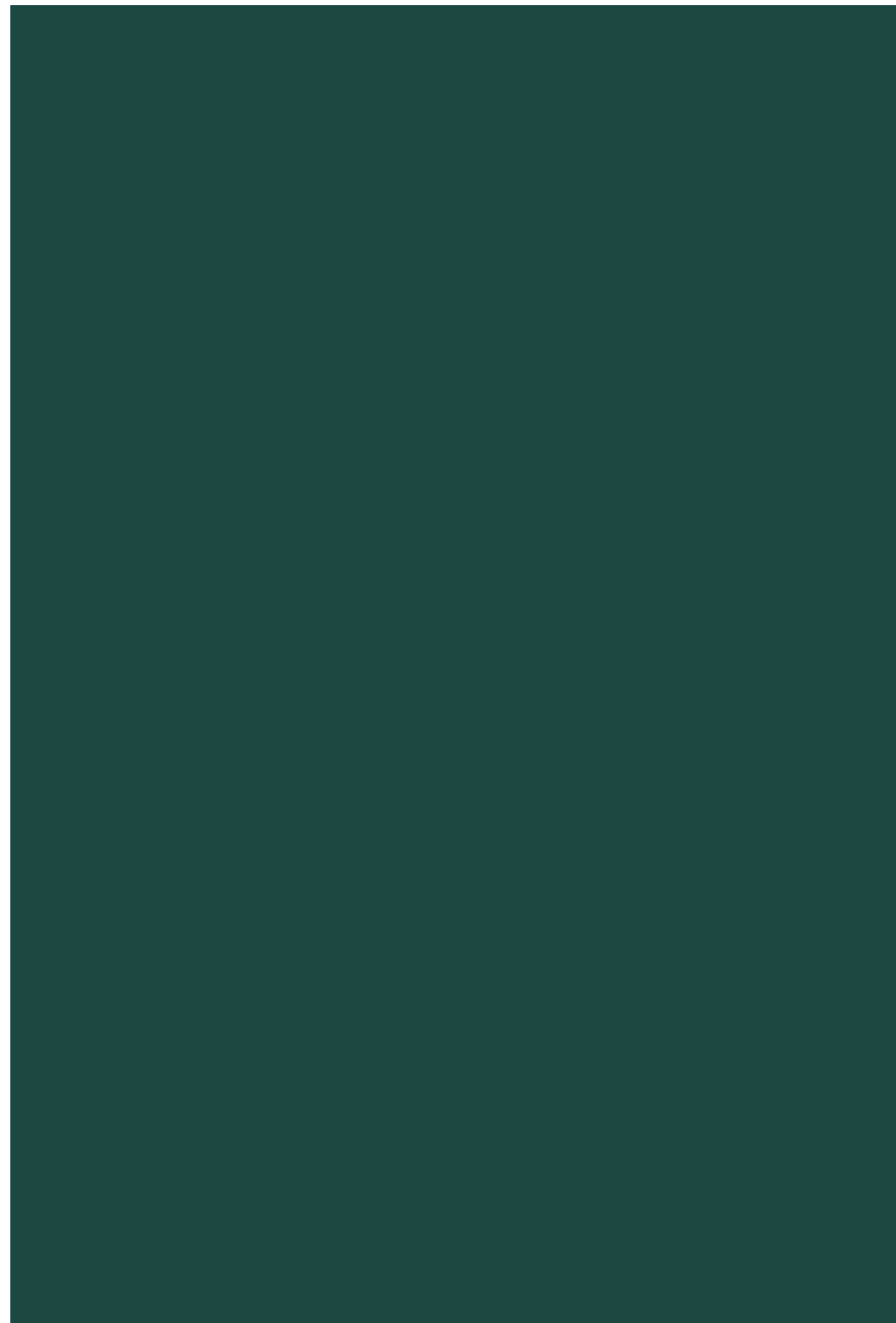


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EXECUTIVE SUMMARY

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Action and Implementation Plan





HUNTERSVILLE PARKS + RECREATION COMPREHENSIVE PLAN

Executive Summary

The Huntersville Parks and Recreation Comprehensive Plan is created to guide the department in serving all users of the Town's parks and recreation services.

This plan represents a collaborative effort among Town staff, local decisionmakers, and the consulting project team. This plan will serve as the guiding document for the next 10 years of the Department's growth, improvement, and expansion.

This plan analyzes multiple facets of the Department's current parks and program offerings, and creates a 10-year workplan for Department staff to continue meeting residents' recreational needs.

This comprehensive plan uses the voice of the community as the foundation for recommendations and serves many benefits including: required for state and federal grant funding, provides data to validate decisions, framework for department growth, solicit data on community needs and wants, engages community, staff, stakeholders and decision makers, understand + resolve gaps and deficiencies, benchmark against comparable agencies, identify level of service goals and metrics, prioritize goals and objectives for 10-year planning horizon.



INVENTORY + ANALYSIS

GETTING TO KNOW YOUR PARKS SYSTEM



Demographics

Huntersville population is expected to grow at a rate of 2.5 percent annually during the next 10 years. This results in a projected population of 85,207 for 2030. This rate of annual growth is more than twice North Carolina's projected average annual growth rate of 1 percent for the same period of time. This population growth will result in additional demands on the existing parks system.

Huntersville's median household income is nearly twice the median household income of North Carolina, and the median age is younger than North Carolina's median age.



Parks

The Department provides a variety of amenities, facilities, and trails across 760 acres of parkland and open space.

The Department provides 194,512 square feet of indoor recreation space **in** recreation centers, community centers, and special use facilities.

The Department's trail mileage currently totals 10 miles, and is an element of the parks and recreation system that the Town is actively seeking to expand.

Parkland is distributed throughout the community, but this plan identifies gaps that should be prioritized for land acquisition for new park construction



Maintenance

The maintenance overview analyzes the department's delegation of maintenance tasks based on cost, timeliness, experience, and quality.

The Department effectively divides maintenance tasks between Park Operations and contracted services.

The strategy results in division of maintenance responsibilities that ensures the Department has control over the quality of specialized tasks, while delegating tasks that take a large amount of time, but require less specialized skill, such as mowing.



COMMUNITY ENGAGEMENT

THE VOICES OF OUR FUTURE



DROP-IN PUBLIC INPUT BOOTH

The project team hosted a drop-in public input booth at the Huntersville Christmas event in December. Attendees were able to record their preferences and the project team tracked whether responses came from residents or visitors.

ONLINE QUESTIONNAIRE

The Town distributed an online questionnaire to solicit feedback on residents needs and wants for the future of recreation in Huntersville. The questionnaire had 510 responses.

BOARD OF COMMISSIONERS

The project team held two focus group meetings with the Town of Huntersville Board of Commissioners to hear feedback regarding parks and recreation in Huntersville.

PARKS + RECREATION COUNCIL

The project team met the Huntersville Parks and Recreation Commission and conducted an asset mapping exercise to identify the community's recreation future needs.



BY THE NUMBERS



The benchmarking analysis indicates how the department ranks against other agencies. Benchmarking standards are a reflection of what the department has chosen to invest in. The results of the benchmarking analysis indicate that The Department is successfully providing a high level of service for indoor recreation space, but is behind other communities in providing parkland, and trail mileage.

Town of Huntersville Parks and Recreation Department comparison of Huntersville level of service to the benchmarking median.

	HUNTERSVILLE LEVEL OF SERVICE	BENCHMARKING MEDIAN	COMPARISON
Parkland Acreage	6.4 acres of developed parkland per 1,000 residents	9.3 acres of parkland per 1,000 residents	2.9 acres below benchmarking median
Trail Mileage	0.15 miles of trail per 1,000 residents	0.24 miles of trail per 1,000 residents	0.09 miles below benchmarking median
Indoor Facility Space	2.89 square feet of indoor recreation space per resident.	1.90 square feet of indoor recreation space per resident.	0.99 square feet above the benchmarking median
Staffing	11.03 acres of developed parkland per FTE	11.03 acres of developed parkland per FTE	Equal to the benchmarking median



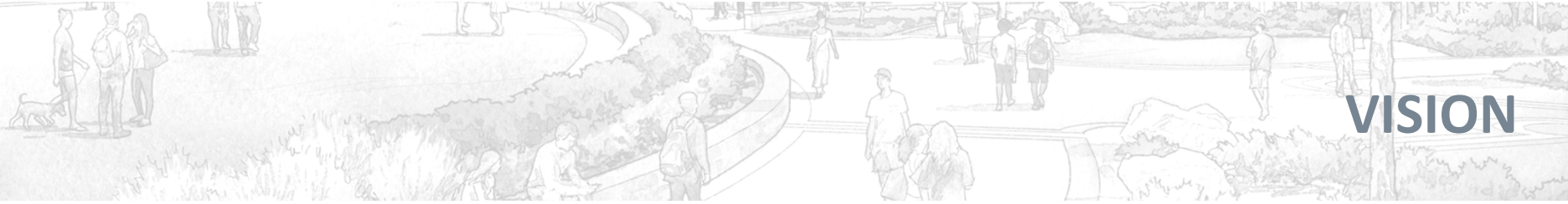
Level of service is a ratio that includes the current offering of parkland, trails, and facility space, divided by a portion of the current population. This plan determines the 2030 level of service needed to meet the growing population’s needs.

The level of service analysis illustrates that the department has successfully leveraged resources to provide parks and recreation services through joint use agreements. This is a strength, but the Department will need to consider the importance of ensuring renewal of joint use agreements.

Town of Huntersville Parks and Recreation Department current level of service

	DEPARTMENT LEVEL OF SERVICE	JOINT USE LEVEL OF SERVICE	COMBINED LEVEL OF SERVICE
PARKLAND	0.22 acres of developed parkland per 1,000 residents	6.19 acres of developed parkland per 1,000 residents	6.40 acres of developed parkland per 1,000 residents
TRAILS	0.15 miles of trails per 1,000 residents	no joint use trails	0.15 miles of trails per 1,000 residents
INDOOR FACILITY SPACE	0.20 square feet of indoor recreation space per 1 resident (per capita)	0.87 square feet of indoor recreation space per 1 resident (per capita)	1.07 square feet of indoor recreation space per 1 resident (per capita)
OUTDOOR FIELDS + COURTS	0.12 outdoor fields and courts per 1,000 residents	0.94 outdoor fields and courts per 1,000 residents	1.06 outdoor fields and courts per 1,000 residents
PARK AMENITIES	0.03 picnic shelters per 1,000 residents 0.05 playgrounds per 1,000 residents	0.11 picnic shelters per 1,000 residents 0.15 playgrounds per 1,000 residents	0.14 picnic shelters per 1,000 residents 0.20 playgrounds per 1,000 residents

BY 2030, THE DEPARTMENT WILL NEED:	355.2 Additional acres of parkland	33.4 New miles of trails	44,505 Square feet of indoor recreation space
------------------------------------	---------------------------------------	-----------------------------	--



VISION

Creating a superior quality of life through premier parks and recreation service.

MISSION

Linking the community through recreation.

CONNECT Huntersville by creating walkable connections to existing and future parks and programming.

PROVIDE parks and recreation to the entire community.

PRESERVE parkland for future generations by pursuing opportunities to acquire and expand parks.

PARTNER with public and private organizations to continue providing high levels of parks and recreation opportunities for Huntersville residents.



GOALS: PROVIDE DIRECTION, SET EXPECTATIONS FOR DESIRED RESULTS AND ESTABLISH A DECISION-MAKING FRAMEWORK.

Connect the community to existing and future parks and programming with sidewalks and trails

Goal 1 - Locate parks, trails and facilities so all Huntersville residents are within a 10-minute walk of recreation services

1.1 Identify areas to expand parkland acreage

Goal 2 - Create greenway trails that connect residents to parks and other destinations

2.1 Implement the Greenway Master Plan.

2.2 Provide design guidelines for trails built by the Town and private developers to ensure quality and consistency in trail construction.

2.3 Identify funding sources to implement greenway construction.

2.4 Pursue partnerships with Mecklenburg County to implement trail construction.

Goal 3 - Increase community connectivity by identifying how to connect neighborhoods to a greater greenway and sidewalk network.

3.1 Identify existing gaps in community connectivity.

3.2 Work with Town transportation planners to incorporate parks and recreation goals for greenways planning into transportation planning.

Goal 4 - Continue to increase the number of civic events in Huntersville

4.1 Understand economic impact of Department hosted events.

4.2 Create business plans for using park event venues as reservable space to identify revenue potential.

4.3 Make facilities available to support other groups providing events.

4.4 Expand event offerings and event space.

Provide Parks and Recreation Services to the Entire Community

Goal 1 - Expand and improve parks and programming to meet stated community needs.

1.1 Use results of community engagement when identifying amenities for existing park upgrades and future park development.

1.2 Use results of community engagement when identifying programs for expansion or introduction.

1.3 Prioritize stated community needs and wants based on community preferences for prioritizing investments into parks and recreation.

Goal 2 - Provide needed park improvements

2.1 Complete improvements identified in the Capital Improvement Plan.

2.2 Upgrade existing parks to reflect best practices in park design for diversity of park amenities, green infrastructure, maintenance, ADA and inclusivity, shade and comfort, placemaking, connectivity, CPTED and safety.

Goal 3 - Provide parks and recreation services to all Huntersville residents by ensuring geographic distribution of parks, amenities, and facilities.

3.1 Secure additional parkland within the recommended park search areas

3.2 Expand geographic reach of Department programming by identifying community partnerships.



Preserve parkland for future generations by pursuing opportunities to Acquire and Develop new parkland and parks.

Goal 1 - Increase provision of parkland, trails, and indoor facility space based on level of service standards.

- 1.1** Achieve a level of service of 9.3 acres of parkland per 1,000 residents during the 10-year planning horizon.
- 1.2** Achieve a level of services of 0.5 miles of trail per 1,000 residents during the 10-year planning horizon.
- 1.3** Maintain a level of services of 2.89 square feet of indoor recreation space per resident during the 10-year planning horizon.
- 1.4** Achieve a level of service of 0.32 playgrounds per 1,000 residents during the 10-year planning horizon.
- 1.5** Maintain a level of services of 0.44 ballfields per 1,000 residents during the 10-year planning horizon.

Goal 2 - Pursue land acquisition strategies to increase parkland level of service

- 2.1** Determine criteria parcels must meet to be considered for development as future parkland.
- 2.2** Ensure park search areas are prioritized for land acquisition and include waterfront parkland *and downtown parkland* as an acquisition priority.

Goal 3 - Develop parks to meet needs of surrounding community.

- 3.1** Pursue master planning processes for all new parks.
- 3.2** Budget for the development of new parks, trails, and indoor recreation space.

Partner with public and private organizations to provide high quality parks and recreation opportunities for Huntersville residents.

Goal 1 - Create and follow procedure for renewal of joint use agreements.

- 1.1** Identify and document Departmental needs and goals for negotiating joint use partnerships.
- 1.2** Identify future facilities and create opportunities for new joint use agreements.

Goal 2 - Increase proportion of park acreage, athletic amenities, and indoor recreation facilities that are Town-owned and controlled.

- 2.1** Continue to offer partnerships and use joint use agreements.
- 2.2** Identify baseline needs of recreational facilities and create understanding of how the Town can provide that minimum while supplementing jointly provided amenities.
- 2.3** Look for partnerships to provide access to programs for all income levels.



Key Findings

Top 10 requested park amenities

- › Greenways
- › Natural hiking and fitness trails
- › Playgrounds
- › Natural play areas
- › Splash pad or Spraygrounds
- › Dog parks
- › Picnic shelters and pavilions
- › Paved trails within a park
- › General open space
- › Disc golf

Top five requested programs

- › Concerts/Festivals
- › Adult Athletic Programs
- › Fitness & Wellness Programs
- › Visual/Performing Arts
- › Special Events

Common Themes

- › Can't get to the parks nearby without driving
- › Lack of adequate parking at parks
- › Need more disc golf west of I-77
- › Residents west of I-77 feel underserved
- › Nice parks but too far away
- › More trails of all types and surfaces
- › More large fenced playgrounds
- › Need a splashpad
- › Need a dog park
- › More outdoor fitness equipment
- › More non-sports related park amenities
- › More shade.

Future park amenity recommendations based on a projected 2030 population of 85,000

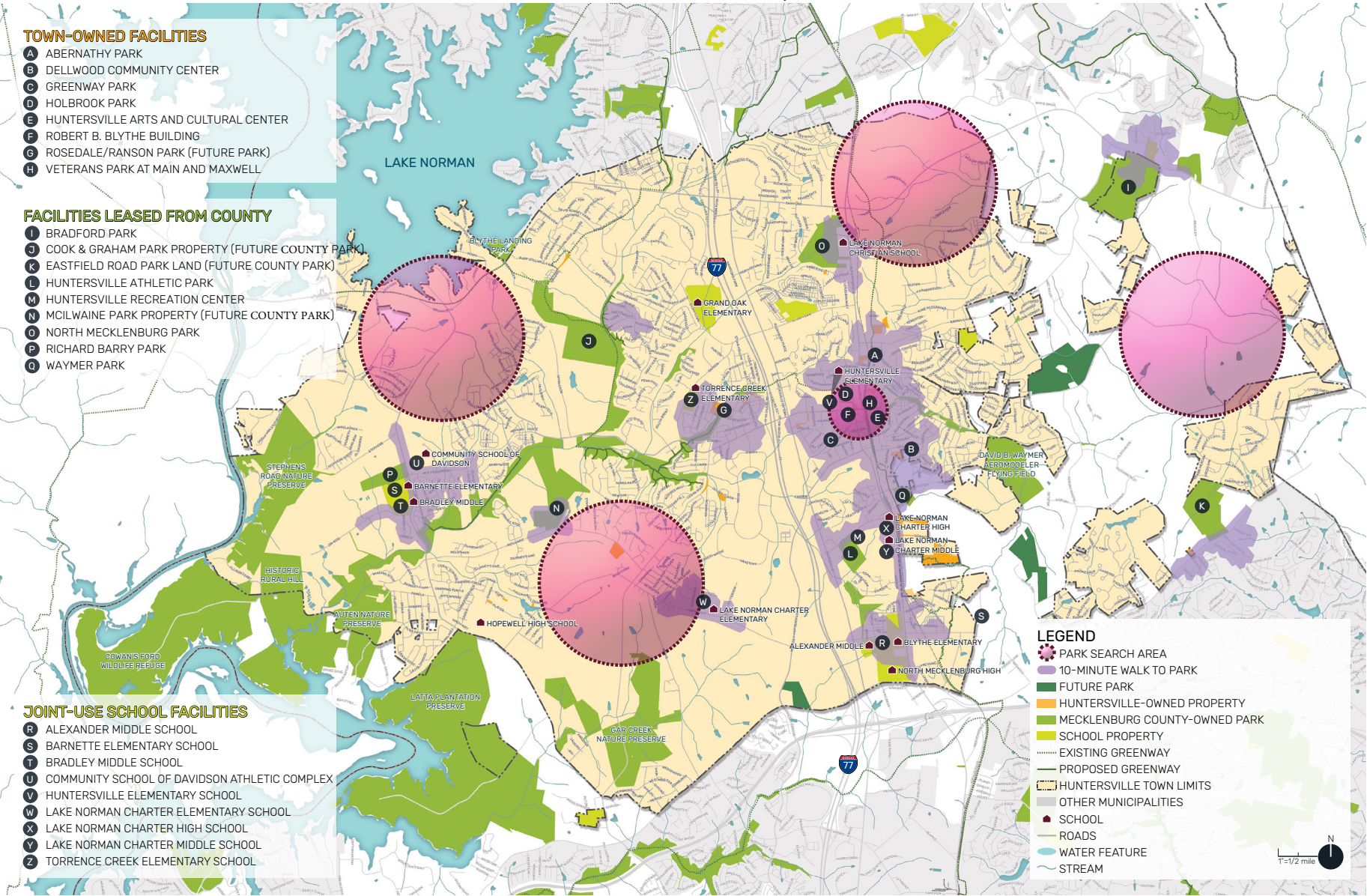
AMENITY TYPE	CURRENTLY HAVE	NEW NEEDED BY 2030
Amphitheater (large setting)	1	1
Baseball/Softball	25	11
Basketball Courts (outdoors)	7	8
Disc Golf	1	2
Dog Park	1*	2
Indoor Recreation Space	194,512 sq ft	44,504 sq ft
Multi-sports Courts (outdoors)	0	5
Outdoor Fitness	1	8
Pickleball Courts (outdoors)	0	11
Picnic Shelters	8	10
Playgrounds	13	13
Rectangle Fields	17	8
Splash Pad	0	3
Tennis Courts	21	10
Trails (all types)	10	33
Volleyball Courts (sand)	2	8

*New Dog Park to open next year at Rosedale Nature Park

Park Land Recommendations- 355 additional acres needed by 2030



Park Land Recommendations- 355 additional acres needed by 2030



SUMMARY OF PARK IMPROVEMENTS

This list includes recommendations for improvements the Department should make to existing parks.

General Improvements for all existing parks

- › Playgrounds- provide poured in rubber surfacing at all playground that are less than five years old and provide poured in rubber surfacing for all replacement playgrounds.
- › Courts- resurface courts every five to seven years

Abernathy Park

- › Add sidewalks to connect all amenities to parking areas and restrooms.
- › Replace all split rail fencing with powder coated chain link fencing.
- › Replace backstop.

Bradford Park

- › Add sidewalks to connect all amenities together including to existing sidewalk along Hwy 73.
- › Add playground to soccer side.
- › Add permanent dugout covers.
- › Add Synthetic Turf to 3rd soccer field.
- › Add additional natural and paved trails.
- › Pave gravel maintenance entrance to softball fields.
- › Add Outdoor fitness equipment.
- › Partner with Mecklenburg County on Phase 3.

Dellwood Center

- › Pave driveway & parking lot as well as adding sidewalks and landscaping
- › Replace wooden ramps and both exterior decks

Holbrook Park

- › Replace roofing on shelter and gazebo.
- › Pave gravel walkway to shelter.
- › Look for opportunities to purchase additional land for park expansion.

Huntersville Arts and Cultural Center

- › Resurface parking lot.
- › Replace white vinyl fencing with metal black fencing.
- › Replace facility sign.

Huntersville Athletic Park

- › Add sidewalks to batting cages and lower soccer field.
- › Replace baseball field lighting systems.
- › Make a connection from ball fields to CPCC CDL lot.
- › Add Synthetic Turf to baseball fields 3 & 4.
- › Replace turf on baseball fields 1 & 2.
- › Add turf to the upper soccer field.

Huntersville Recreation Center

- › Expand the Recreation Center to full buildout.

North Mecklenburg Park

- › Add sidewalks to connect all amenities and entrance to the park.
- › Pave natural trail connecting Harvest Pointe to the back of the park.
- › Add fencing between softball fields 1 & 2.
- › Add Synthetic Turf to both soccer fields.
- › Look at opportunities to add a splash pad within the park.

Barry Park

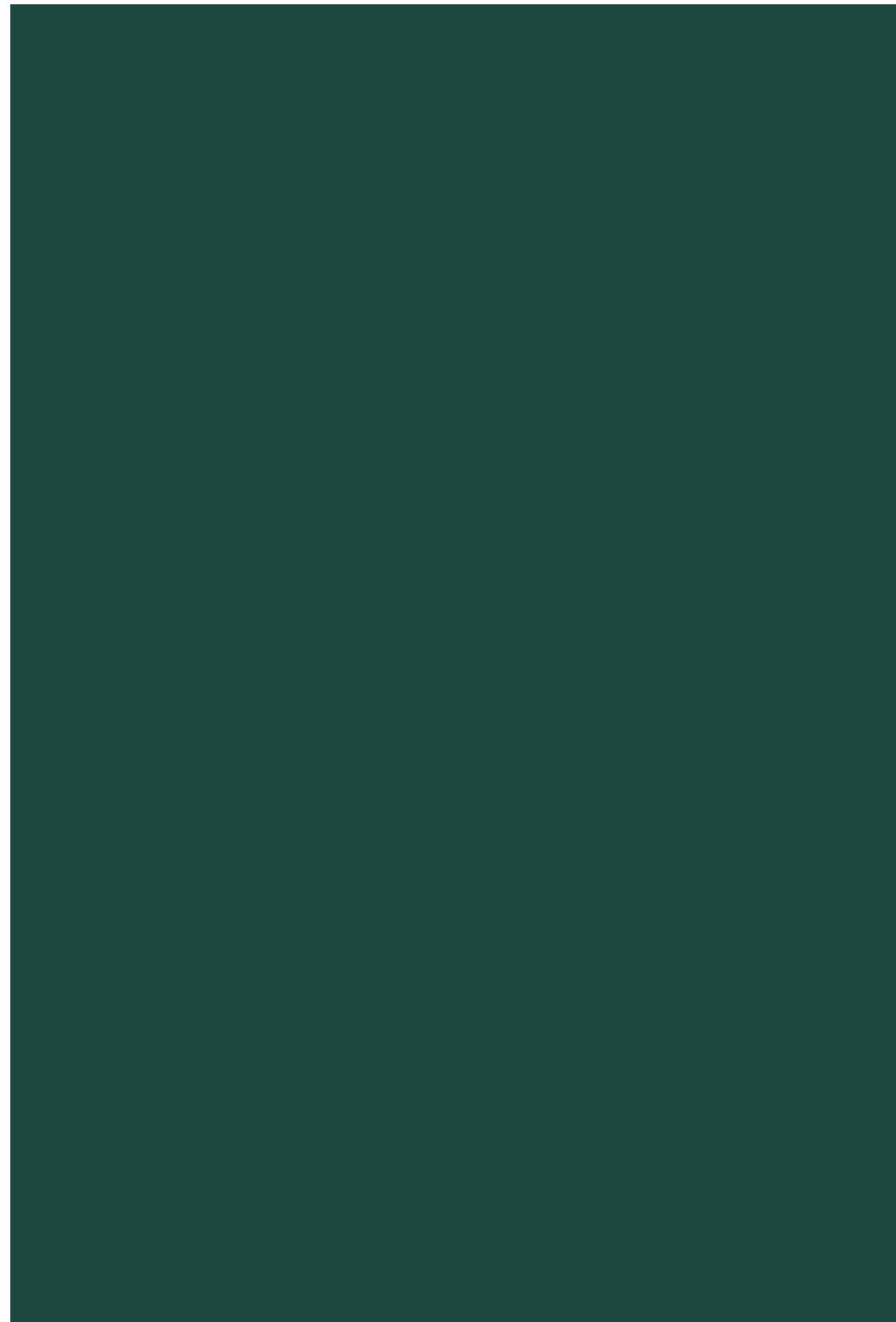
- › Add shelter/restroom building at the entrance to the park.
- › Add additional parking.
- › Resurface parking lot.
- › Add another shelter at lower playground.
- › Add Outdoor Fitness Equipment.

Waymer Park

- › Pave gravel walking trail.
- › Add sidewalks to connect all amenities together.
- › Turn basketball courts into multi-sport courts.
- › Add Outdoor Fitness Equipment.
- › Look at opportunities to add a Splash Pad.
- › Add shelter near the pine trees.

Maintenance/Operation Facility

- › Add five bay building with two climate control bays for proper storage of materials, supplies and equipment.



INTRODUCTION

IN THIS CHAPTER

Introduction
Comprehensive Planning Purpose and Process
Community Context
Planning Context
Plan Outline





INTRODUCTION

The Huntersville Parks and Recreation Department was formed in 1995, and in the following years the Department built new parks for the Huntersville community and acquired the operations and maintenance of several existing parks such as North Mecklenburg Park and Waymer Park from Mecklenburg County. The Department continued growing through joint use agreements with Mecklenburg County and the school system. In 2000, the department entered into its first joint use agreement with Charlotte Mecklenburg Schools for the construction of Huntersville Elementary School Gym.

The Department is currently responsible for maintaining and operating 24 parks and recreation facilities. These offerings include: 23 baseball/softball fields, 4 civic buildings, 11 covered shelters, 6 gymnasiums, one 18-hole disc golf course, 7 outdoor basketball courts, 12 playgrounds, 11 restroom facilities, 19 soccer fields and 13 tennis courts.

The last Town of Huntersville Parks and Recreation Comprehensive Master Plan was completed in 2011. This document is an update to that report. Based on a 10-year planning horizon, this Report will consider the department's current growth pattern and strive to project future Department growth possibilities. Huntersville's recent rapid population growth is an additional

consideration for updating the current plan and will help ensure that the Department is able to sufficiently expand its services to meet the demand new residents will generate. Finally, having a comprehensive Master Plan adopted within the past 10 years will make Huntersville eligible for access to funding sources which will enable the town to expand the parks and recreation system.

This comprehensive Master Plan will guide improvements to parklands and facilities, programming, arts and culture, operations and maintenance, finance and budget, and greenways and trails. The Master Plan is a Town resource for governing officials and the public alike because it provides information with respect to the Town's current parks facility

offerings and discusses the future direction of the Department. Additionally, the action and implementation provisions within this Master Plan provide decisionmakers with a framework to guide, validate, and prioritize project implementation.



COMPREHENSIVE PLANNING PURPOSE + PROCESS

Comprehensive planning provides the information the Town requires to make informed, equitable, and responsible decisions for meeting diverse community needs. Some of the reasons for pursuing a comprehensive planning process include the following:

qualify for State and Federal grant funding opportunities	validate decisions related to parks and recreation	catalog community needs and wants
create a 10-year work plan for department staff	engage community, staff, stakeholders and decision makers	generate population-based goals for new parkland, trails and more
benchmark against other agencies to inform department goals	identify and resolve gaps and deficiencies	prioritize goals and objectives for a 10-year planning horizon

This process also provides a structure for evaluating needs and setting priorities. The planning process captures the status of the Department at a moment in time, creates a vision for the future, and identifies steps to achieve that vision. The plan will guide the Department’s decisions and priorities for the next 10 years.

REGIONAL CONTEXT

The Town of Huntersville officially incorporated in 1873, it is located just north of the City of Charlotte and is adjacent to Lake Norman within Mecklenburg County. The fertile land of Huntersville helped the area become known for its large cotton plantations and prominent schools which attracted families to the area. Technological advancements transformed Huntersville from a farming community to one with textile mills, steam engines and railroad tracks. One such business was The Virgin Manufacturing Company, a cotton mill which encouraged the “mill town” development in Huntersville.

Figure 1 – Main Street—First Generation



Source: Town of Huntersville: A Brief History

NATURAL RESOURCES

Huntersville is located in the piedmont region of North Carolina and exhibits many natural features typical of this area. The Town's western edge is formed by Lake Norman, one of the largest human-made lakes in North Carolina, and by Mountain Island Lake. It is part of the Mountain Island Lake watershed, and several of the more prominent creeks like McDowell Creek and Torrence Creek, traverse through the middle of the Town. Many of the Town's stream corridors are surrounded by green space, ensuring water quality conservation. Other areas of preserved open space include various nature preserves in the Town like the Gar Creek Nature Preserve, Auten Nature Preserve, and Stephen Road Nature Preserve. Approximately 15 percent of total land in Huntersville is either privately conserved, or public owned protected land, or park land.

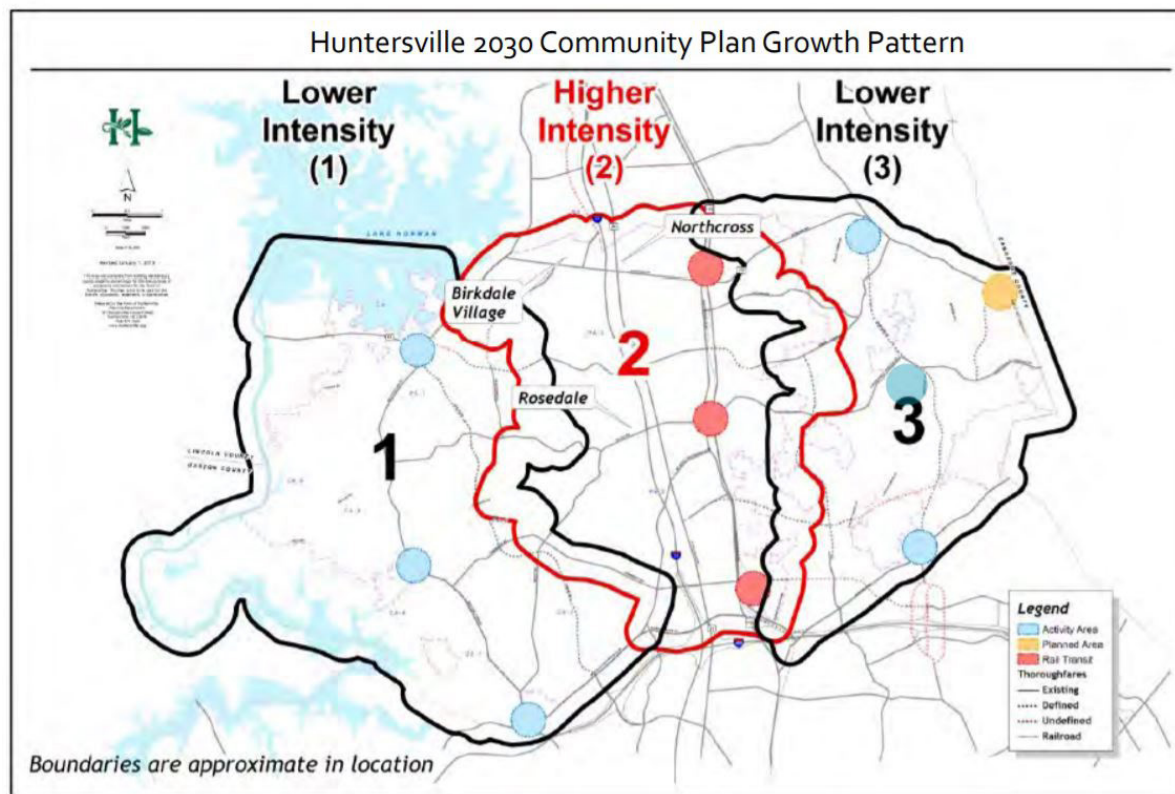
PLANNING CONTEXT

The planned growth in Huntersville is not occurring uniformly across the incorporated area. The Town's planning efforts are guiding development to certain areas. Planning documents guide the future of parks and recreation planning. This comprehensive plan must be responsive to existing policies, planning efforts, and growth patterns that influence Huntersville now and into the future.

Growth Centers

Growth in Huntersville will occur primarily in the central portion of town along the I-77 corridor. According to the Town of Huntersville vision statement "Higher intensity development and redevelopment will generally be focused within two miles of the I-77/NC-115 corridor (area 2), with lower intensity development located east and west of this corridor (areas 1 and 3) and in mixed-use village centers at important crossroads. The map included here illustrates this planned pattern of development.

Figure 2 – High to low intensity growth level for Huntersville 2030 Community Growth Plan. Large dots represent activity and planned area and rail transit within the Town of Huntersville.



Source: Town of Huntersville Planning Department



PLANNING DOCUMENTS

Huntersville has created three parks and recreation plans to date.

- › 1998 Huntersville Parks and Recreation Master Plan
 - The first master plan for the Huntersville Parks and Recreation Department
- › 2004 Huntersville Parks and Recreation Master Plan
 - Building upon the first parks and recreation master plan. The updated 2004 Master Plan establishes data for the Department.
- › 2020 Parks and Recreation Master Plan
 - The updated master plan vision for the Huntersville Parks and Recreation Department is to have a usable Master Plan to help guide its actions and decisions concerning the overall parks and recreation system. Adding to the information created in the first Master Plan, this revised 2020 Master Plan addresses the additions and changes that have occurred in the Town and their effect on the community's needs and offerings for Parks and Recreation facilities and programs. The updated Master Plan takes an inventory of the existing park facilities within the Town, separated by recreational sites used by the public, and identifies sites offered by the Town and sites offered by Mecklenburg County. The inventory analysis also discusses the current level of services and the current use of the existing facilities.

CODES + ORDINANCES

Article 7, Part B of the Town's Zoning Ordinance addresses Open Space and outlines requirements for all zoning districts (except rural) and requires open space to be incorporated into the design (per Section 7.10.2). The type of open spaces or open space typologies are urban, agricultural, common, natural, and recreational. The Zoning Ordinance's regulations are intended to provide quality open space within a subdivision, multi-building site, or commercial development.

Article 7.11(1)(f) describes Urban Open Space types as: Community Garden, Forecourt, Green, Greenbelt, Greenway, Park, Parkway, Pedestrian Passage, Plaza, Promenade, Square, and Woonerf. This Chapter's purpose with the Zoning Ordinance is to outline urban open spaces areas and requires that such areas serve the following objectives:

- › All open space areas are not divided into private or civic building lots, streets, right-of-way, parking or easements.
- › Spaces shall be planned and improved, accessible, and usable by persons living nearby.
- › Shall be integrated into the design of site (unless site is zoned as Rural).
- › Features should provide a focal point for the neighborhood.
- › Any above ground BMPs located within the Urban Open Space must add to the overall

quality of the open space.

Article 7.11(5) of the Zoning Ordinance states that Recreational Open Space: shall include areas where natural features may be altered to provide for recreational activities without impacting the impervious quality of the soil except as provided herein. These activities may include ballfields, equestrian trails, hiking trails, picnicking, primitive camping, golf courses, green spaces (manicured or not), etc. Structures related to the recreation space may count towards open space provided they do not create an impervious area over 100 sq. ft.

The goals of recreational open space under the Zoning Ordinance are as follows:

- › To preserve and maintain historic and archaeological site and structures that serve as significant visible reminders of the town's social and architectural history.
- › To provide for active and passive recreational needs of town residents, including implementation of associated town long range plans.

Huntersville's Unified Development Ordinance ("UDO") requires the evaluation criteria for open space under Article 7.13 (1) (a-n) to include a design approach that considers the site's natural, historical and culture features as proposed by the ordinance along with criteria that adds diversity and originality in the lot



layouts so as to achieve the best possible relationship between the development and conservation areas.

Ownership of Open Space is described in Article -7.14 (1) and states that the Open Space may be owned or administered by one or a combination of the following methods: fee simple ownership by a unit of government or private non-profit land conservancy; owned by a homeowners association; or by individual private ownership such as by a farmer, developer, or other private entity that maintains the open space (i.e., farming, equestrian facility, etc.).

PLAN OUTLINE

This plan is based on robust community and staff engagement and data-driven recommendations determined through an analytical approach. From the initial inventory and analysis through the recommendations and action and implementation plan, the team engaged stakeholders and acknowledged local, regional and national recreation needs and trends, demographic shifts and agency performance. The project team studied current facilities and programs to evaluate the overall operational successes and challenges of the Department and its mission. Finally, the project team alongside Department staff developed a plan that prioritizes recommendations to improve recreational offerings and meet growing expectations from an increasing population.

This 2020 Parks and Recreation Master Plan includes the following components:

› Introduction

The project team reviewed the planning context of the Town's Parks and Recreation Department to understand past planning efforts and the Department's evolution. Comprehensive plans, specific park master plans and long-range recreation planning were reviewed to gain a comprehensive understanding of the plans that guide the growth and development of the

Town. It is the goal of this plan that the recommendations presented herein will be seamlessly integrated with Town plans.

› Demographics + Trends

The project team completed a demographic and trends analysis to consider national and local recreation trends and cross-referenced Census data with the Town's demographic data and national publications to draw conclusions about current and future recreation trends and participation levels.

› Inventory + Analysis

The inventory and analysis takes a full account of the existing parks and recreation system. The inventory and analysis chapter covers parkland, facilities, and trails.

› Vision

Visioning allows Department staff to develop a future direction for the department and each of its component parts. The visioning session results in vision statements for each of the plan elements that informs the creation of goals and objectives. Each of this plan's goals, objectives and action items are in service to achieving this vision.



› **Community Engagement**

The project team performed a robust public input process which gathered input through staff input, stakeholder groups, focus groups, community input meetings, and pop-up stations. The process was designed to be transparent, equitable, and engage the widest range of residents possible. The engagement plan consisted of the following elements:

- One pop-up community meeting
- Two stakeholder group meetings
- Staff meetings
- Statistically valid survey

› **Benchmarking and Level of Service**

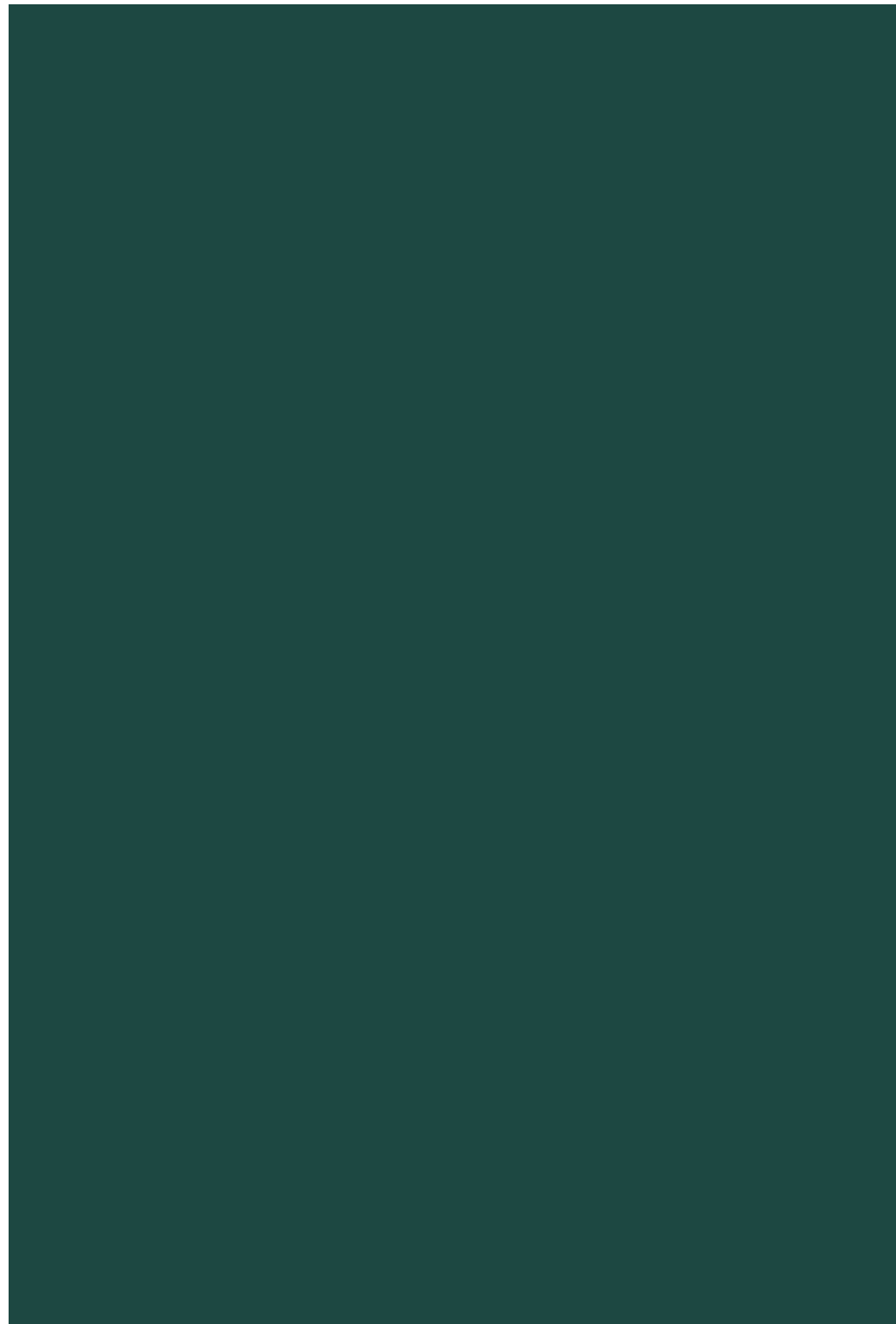
Benchmarking and level of service evaluate current and future needs for park acreage, trail mileage, and operational standards compared to national standards, best practices, and peer agencies. These metrics are population based to allow the department to expand to meet future demand for parks and recreation services. The level of service standard includes current and future standards for parkland, facilities, and trails.

Benchmarking peer communities provides a comparison for the existing state of the Department's amenities and informs level of service standards for the ten-year planning horizon. Metrics for parks, trails,

acreage, staffing, and budget, are evaluated for each peer community which informs the development of an appropriate level of service standard specific to the Town. Such standards are normalized by population so target metrics can evolve to meet demands of the rapid population growth Huntersville is experiencing.

› **Recommendations and Action + Implementation Plan**

The recommendations and prioritized implementation plan provide a framework to guide park, facility, open space, programming and operational improvements for the future. It is structured to guide decision making for Department policy. Each recommendation is further prioritized as short term (1-3 years), mid-term (3-7 years) or long-term (7-10+). Criteria for recommendation prioritization vary based on the context and criteria may range from land availability to financial implications but are firmly rooted in community preferences.



DEMOGRAPHICS + TRENDS

IN THIS CHAPTER

Introduction

Methodology

Demographic Analysis

Local Recreation Trends

Emerging Trends in Parks and Recreation

Summary of Findings





DEMOGRAPHICS + TRENDS

Understanding the Town of Huntersville’s population and demographics is an essential foundation for creating an effective long-range plan. Population growth drives many of this plan’s goals and objectives. This analysis ensures the Town’s parks and recreation offerings keep pace with demand generated by the increasing number of residents. Additionally, the analysis determines what types of recreation the Town may need as demographics related to age, race and income change and influence preferences for recreational activities.

The demographic analysis tracks projected changes in proportional allocations of age, household income, and race and ethnicity, of a growing population. While the population is growing overall, changes in the proportions of demographic characteristics suggest changes in recreational needs. For example, as residents over the age of 55 become a larger proportion of the population, the Town can consider expanding recreation facilities, amenities and programs to target that population.

National trends in recreation preferences change continually, influencing local demand for new activities and programs. Even when other demographic factors remain constant, changing preferences influence and alter a population’s demand for parks and recreation facilities.

This chapter summarizes the Town of Huntersville’s demographic characteristics, and projects these characteristics through 2029. The analysis includes population growth

projections, overview of demographic characteristics, and a summary of national and local recreation trends in recreation.

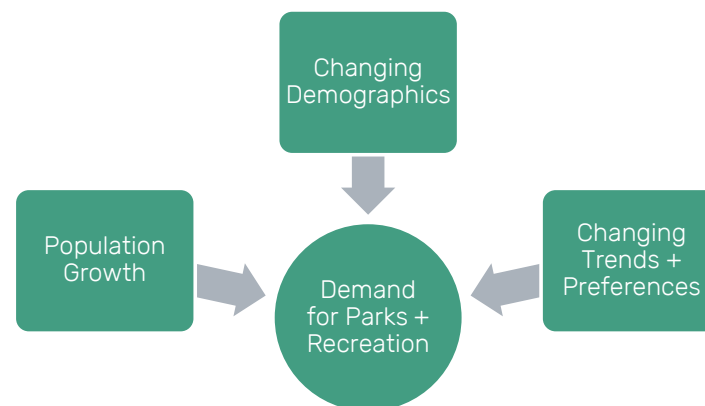


Figure 1 - Element influencing local demand for parks, amenities, facilities and programs



Methodology

This demographic analysis uses data from the U.S. Census Bureau, which gathers data on a continual basis, and Esri, which uses U.S. Census data and other sources to conduct demographic analyses. The Town of Huntersville Planning Department projects future population growth through 2030 based on trends in building permits and construction of new units.

Estimates and projections are the core of this demographic analysis. This report uses population estimates from the North Carolina Demographer’s Office, and the Huntersville Planning Department population projections through 2030. The analysis of age segment, household income, and race and ethnicity are based on Esri’s analysis of U.S. Census data, then projected to the year 2030. Estimates provide actual counts of past or current populations, while projections are a scenario for a future population, based on certain assumptions such as a consistent growth rate.

Demographic Analysis

The Town of Huntersville’s 2030 Community Plan was adopted in 2011. The plan summarizes the population explosion as the population in the Town of Huntersville grew from 3,014 residents in 1990 to 46,773 residents in 2010. The 2030 Community Plan seeks to guide this population boom by identifying areas of lower intensity development and higher intensity development structured around the Interstate 77 corridor.

The community is not expected to sustain the rapid growth trends of the 90s and 00s, but the population is expected to grow at a fast rate during the next 10 years. The planning department has estimated that the Town can expect to add an additional 1,804 residents annually, based on the anticipated rate of new residential development. This expected growth rate will grow the Town’s population from an estimated 67,269 residents in 2020 to a projected 82,705 residents in 2030. This is an average annual growth rate of 2.5 percent.

The population growth rate for the state of North Carolina is 1 percent per year, and the population growth rate for the united states is 0.7 percent per year. Though Huntersville is not continuing the exponential growth of recent decades, Huntersville’s population will continue to increase at a rate twice as fast as growth in North Carolina, and three times as fast as growth in the United States.

AVERAGE ANNUAL GROWTH RATES	
United States	0.7%
North Carolina	1%
Town of Huntersville	2.5%

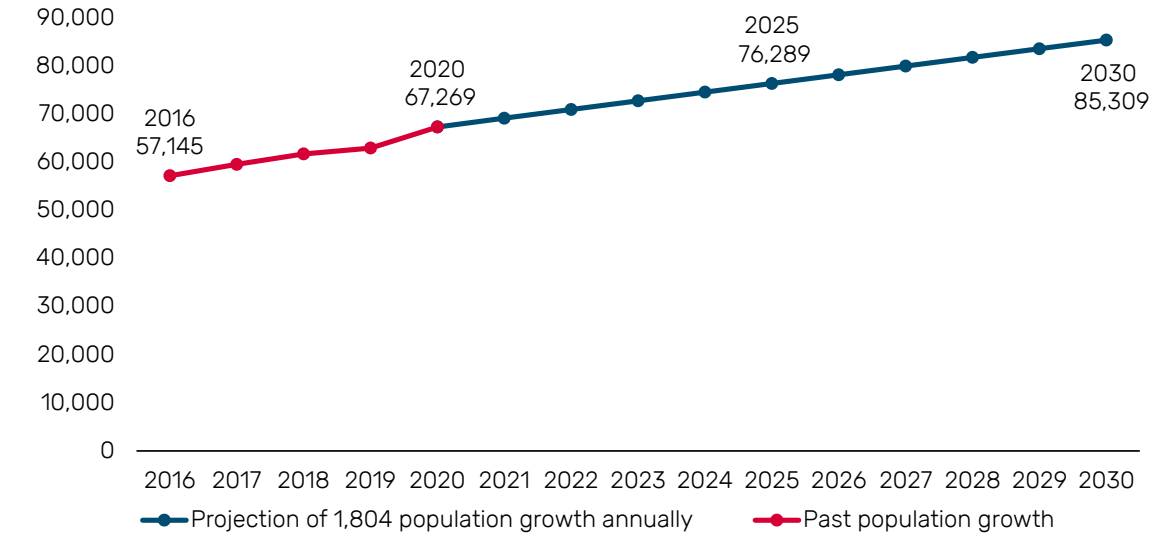


Figure 2 – Historic population growth with linear projections for the 10-year planning horizon. Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Project team projected data for 2020, 2025 and 2030

EDUCATION

66% of Huntersville residents have some form of secondary degree.

HOUSEHOLD SIZE

2.68 is the average household size in Huntersville.

EMPLOYMENT STATUS

2% of Huntersville residents in the workforce are unemployed.

HOUSEHOLDS WITH CHILDREN

42% of Huntersville’s households have one or more children.



AGE SEGMENT

The Town of Huntersville will experience little change in the proportion of age cohorts during the 10 year planning horizon. Figure 5 shows a slight increase in the proportion of the population over age 55, but little change overall.

National demographic trends show that the portion of the population over age 55 is growing faster than other age segments and becoming a larger portion of the overall population. This analysis indicates that this trend will not replicate in Huntersville. This is indicative of a population growing through relocation rather than through the natural replacement cycles of birth and death.

The median age of the population of North Carolina, and the United States is approximately 39 years of age. The Town of Huntersville’s median age is slightly lower at 37. This further supports the demographic trend of a younger population with more children and young families than seen in the wider population of North Carolina and the U.S.

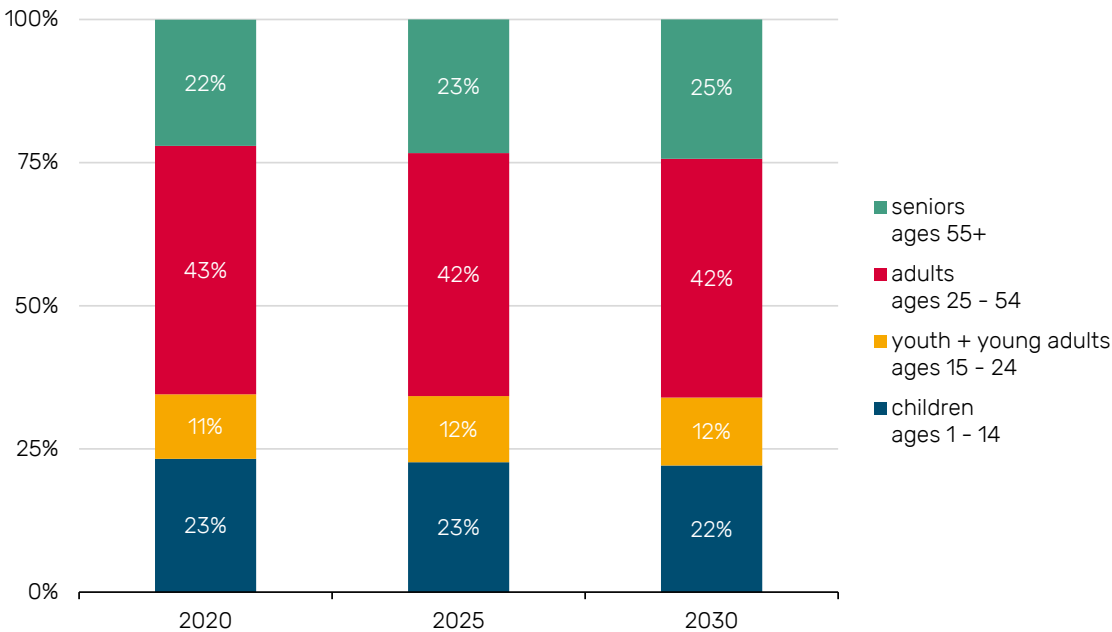
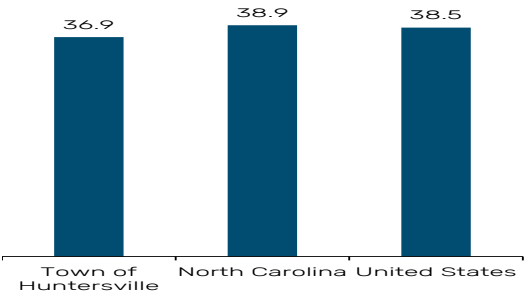


Figure 5 - Population proportion by age. Each bar represents 100 percent of the population. Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Project team projected data for 2020, 2025 and 2030.

Figure 4 - Median age of residents by geographic area. Source: U.S. Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Project team projected data for 2020, 2025 and 2030.

Trends in recreation for youth and families

Parks and recreation departments are evolving to meet recreational needs of residents at all ages and life stages through the programs they offer and the park amenities they provide. Youth athletics remains an important cornerstone of parks and recreation programing, but agencies are expanding programs for adults, families, and seniors to diversify programmatic offerings for the whole community. The active recreation spaces such as ball fields and tracks remain popular, but parks and recreation agencies are providing more opportunities for passive recreation such as trails, outdoor exercise equipment, public plazas, and open spaces.

ALL-AGES PROGRAMMING - PROGRAMS CATERING TO INTERGENERATIONAL PARTICIPATION



Caregiver and Child events

Events and classes where parents or caregivers and children participate together. Examples include caregiver-child dances, exercise classes, music or art lessons, and more.



Music and movies in the park

Music and movie series integrate into hectic family schedules and become highly anticipated community-wide gatherings.



Increasing adult and senior programming

Many parks and recreation departments have expanded to provide adult and senior fitness, athletic, and enrichment programming.

PASSIVE RECREATION - SELF-GUIDED ACTIVITIES WITHOUT FORMAL PROGRAMMING OR RESERVATION.



Greenways

Paved trails used for recreation or travel. Greenways provide locations for riding bikes, walking, or jogging away from vehicle traffic, often in shaded settings.



Outdoor exercise equipment

Equipment includes instructions for workout use. People use equipment individually or meet up to workout in an informal group.



Open spaces

Traditional park lawns and open spaces provide space for picnics, pickup sports games.



HOUSEHOLD INCOME

The change in the proportional spread of the Town of Huntersville household income levels shows an upward trend in household income over time. Despite this upward trend, the Town will need to ensure parks, recreation and cultural resources remain accessible to individuals of all income levels.

The median household income of the Town of Huntersville is 86 percent greater than the median household income of North Carolina and 66 percent greater than the median household income of the United States. This indicates that residents may have more ability to pay for parks and recreation programming. However, it is essential for a public parks and recreation provider to meet the needs of all residents and provide access to low-income residents.

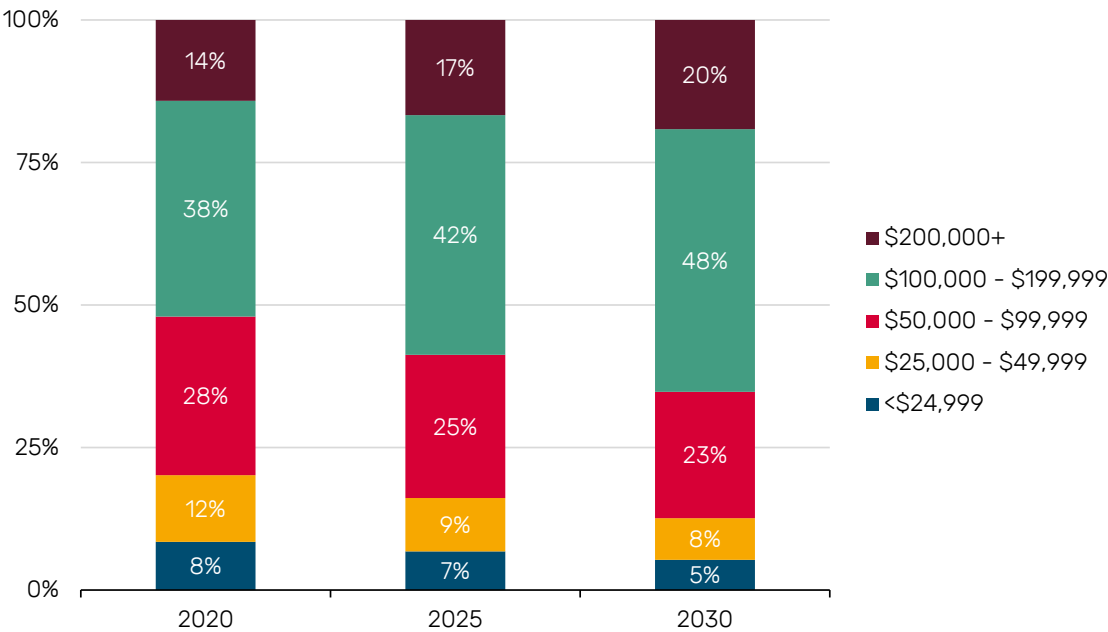
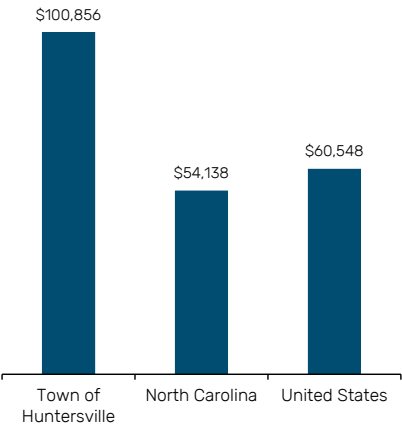


Figure 7 - Figure 7 - Population proportion by household income. Each bar represents 100 percent of the population. Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Project team projected data for 2020, 2025 and 2030.

Figure 6 - Median household income of residents by geographic area. Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Project team projected data for 2020, 2025 and 2030.

Trends in ensuring affordable access

Parks are free and open to the public and serve as important locations for people to play, socialize and gather as a community. Community members are only able to access free or low-cost parks and programs if they can afford the trip to get there. Ensuring an equitable distribution of parks and amenities throughout a geographic area means residents truly have affordable access to parks and programs.

The 10 Minute Walk campaign is working to “ensure there’s a great park within a 10-minute walk of every person, in every neighborhood, in every city across America.” Five North Carolina Mayors have signed the pledge.

93%

Percentage of Americans looking to local governments to increase affordable out-of-school time programming at their park and recreation agency

Parks and recreation departments frequently provide day programs and camps for children at below-market or discounted rates. This service provides an affordable alternative for families who must find childcare when school is out of session.

A recent study from the National Recreation and Parks Association found “93 percent of Americans believe providing affordable out-of-school time programs at local parks, recreation centers and libraries to families of all income levels should be a goal of their local government. Currently, 93 percent of park and recreation agencies nationwide administer or manage out-of-school time programs.”

Day programs and camps can benefit all children but are especially important for low-income families with few other options for daytime childcare options.

Parks and Recreation in Underserved Areas: A Public Health Perspective states “Several studies have documented that while parks and recreational facilities are available throughout the United States, there are several additional factors that affect park use and physical activity levels.” Factors include:

Park access - Easy park access is associated with increased park use. Park visits are more frequent and physical activity levels are higher.	Park distribution - Disparities in park distribution are particularly evident in areas with low income and racial/ethnic populations.	Park facilities - Within parks, there are certain types of facilities that encourage higher levels of physical activity than others, such as trails and playgrounds.	Park conditions - Park facilities that are consistently well maintained, aesthetically appealing and safe have increased public use and physical activity.
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RACE + ETHNICITY

Demographic trends indicate the proportions of the Huntersville population identifying as any race other than “white alone” is increasing. The second largest proportion, after “white alone”, is “black alone”. The white alone category comprises 77 percent of the population, which is greater than the proportion of “white alone” population in North Carolina, at 66 percent. This indicates a lower degree of racial diversity in Huntersville than in the State as a whole.

Approximately 10 percent of the population currently identifies as “Hispanic origin”, and that population will increase in proportion in the coming years. The Town of Huntersville has an equal proportion of “Hispanic origin” residents than the State of North Carolina, in which 10 percent of the population identifies as “Hispanic origin”.

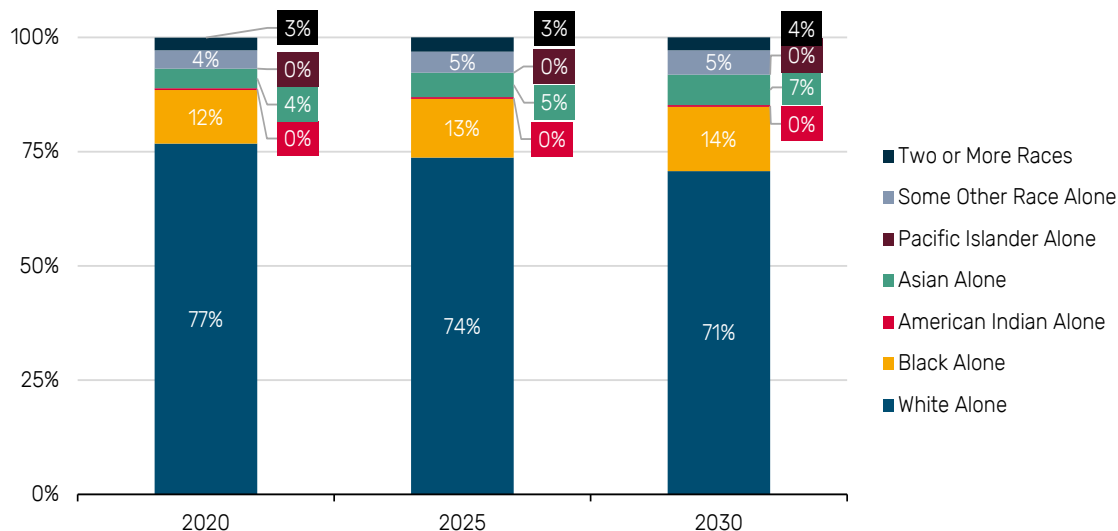


Figure 8 - Population proportion by race. Each bar represents 100 percent of the population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Project team projected data for 2020, 2025 and 2030.

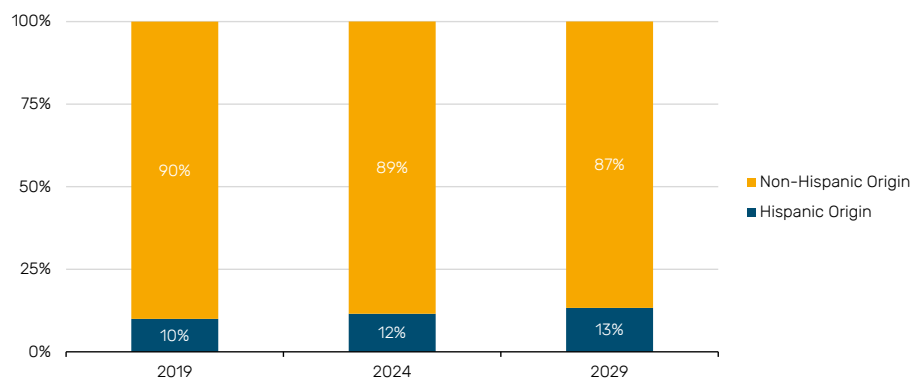


Figure 9 - Population proportion by Hispanic ethnicity. Each bar represents 100 percent of the population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Project team projected data for 2020, 2025 and 2030.



Trends in achieving racial equity

Many communities are recognizing that intentions to equitably provide parks and recreation services to all community members equally has not resulted in equally positive outcomes for all community members, especially communities of color. Special attention is required to rectify historic disparities between resources available in white communities and communities of color. The following recreation trends indicate practices for improving outcomes for all community members by applying a racial equity lens.

The National Recreation and Parks Association acknowledges that parks and recreation providers can be at the forefront of addressing racial equity due to their unique role as a public service provider of many quality of life programs and amenities. The NRPA recommends the following considerations for addressing racial equity in parks and recreation:

- › **Normalizing conversations about race is the only way to develop effective strategies for racial equity.** One of the biggest challenges is the general discomfort many people experience in talking about race. This is a critical hurdle to get over. Avoiding conversations about race means there is a greater likelihood that organizations will not develop appropriate strategies to address institutional and

structural racism.

- › **Behavior drives attitude.** Sometimes we think that attitude drives behavior — we want people to “understand” racism and expect that behavioral changes will follow. In reality, the opposite is true: changing behavior changes understanding. Giving employees a common understanding of racial equity terminology and tools to use to do their jobs differently leads to an increased understanding of institutional and structural racism.
- › **Equity is a process.** It takes continual learning and practice to embed racial equity into your organization. Equity cannot be relegated to a checkbox or an additional step to an existing process. Instead, it is a shift in the way our agencies do business.

In addition to identifying considerations for addressing racial equity in parks, the NRPA provides design approaches promoting inclusion and representation of communities of color in park design and creation.

- › **Accessibility** is perhaps the most important element of a small public space. A small park should be a central part of a community and should be encountered in the course of a normal day’s routine. Locating parks on leftover parcels, private spaces or behind homes provides little relevance to their context or the overall

community and can result in them being underutilized.

- › **Specificity** means a site is specific to its location and users. It implies a site possesses qualities making it special and unique and may come from a neighborhood’s ethnic or religious affiliation.
- › **Authenticity** means a park is genuine, or “the real deal,” and must actually be the thing it is representing. Simply copying something successful from one area to another does not take into account a site’s authenticity.
- › **Adaptability** in a park allows for upgrades, maintenance and change over time as a neighborhood’s needs evolve. Adaptability reflects the organic nature of public space.
- › **Functionality** speaks to a park’s place in the urban fabric and provides opportunities for play, recreation, retreat and socializing in practical ways by providing activities a community wants.



Local Recreation Trends

This section uses information from a database of sports and leisure spending that estimates overall participation in a variety of sports and leisure activities. The tables below indicate the sports and activities that have the highest rates of participation as estimated based on spending trends for associated equipment.

OVERALL MOST POPULAR SPORTS AND LEISURE ACTIVITIES

The five activities below are overall the most popular sports and leisure activities among Huntersville residents. The most popular activities can all be undertaken individually and have relatively low barriers to entry. Walking and jogging can be done nearly anywhere with minimal specialized equipment. Swimming and hiking require special facilities or locations, but pools, trails, and natural bodies of water are commonly found, and these activities otherwise require little specialized equipment. Walking, swimming, jogging, and hiking are activities that can be adapted to a wide range of physical ability levels and are commonly activities that people pursue at any age throughout a lifetime. Weightlifting requires a specialized facility, some specialized equipment, and a degree of specialized knowledge to participate and avoid injury. Participation in weightlifting has likely grown in response to national trends indicating an increase in personal training and cross training in recent years.

Huntersville currently offers greenways and trails for walking, jogging, and hiking. The Town does offer facilities for swimming or weightlifting through HFFA.

FITNESS WALKING	
28.8%	
SWIMMING	JOGGING
19.5%	17.5%
HIKING	WEIGHTLIFTING
14.6%	14.4%

MOST POPULAR SPORTS ACTIVITIES

Four of the five activities listed below are team sports. People can participate in these sports by enrolling in a formal league or by playing informal pickup games. Golf frequently requires access to private facilities and can be expensive to pursue. Huntersville does not offer a public golf course, but there are nearby private golf courses for people to participate. Huntersville offers facilities for basketball, baseball, football, and soccer. Programming is provided by the town and program partners.

GOLF	
10.9%	
BASKETBALL	BASEBALL
9.1%	5.1%
FOOTBALL	SOCCER
5.0%	4.9%

MOST POPULAR FITNESS ACTIVITIES

Fitness activities are often pursued individually, but classes, programs, and events such as races can increase people’s participation in fitness activities. The Town offers hiking trails, greenways, fitness loops, outdoor exercise equipment, and yoga classes to support residents pursuing these activities.

FITNESS WALKING	
28.8%	
SWIMMING	JOGGING
19.5%	17.4%
WEIGHTLIFTING	YOGA
14.4%	9.7%

MOST POPULAR OUTDOOR ACTIVITIES

Outdoor activities are those that enable people to interact with the natural environment while pursuing physical activity. Many people pursue hiking and road biking for the combination of physical activity and communion with rural areas and natural landscapes. Freshwater fishing, canoeing, and powerboating are all activities that take place on bodies of water. Huntersville offers trails for hiking and greenways for road biking. Nearby Lake Norman and Mountain Island Lake offer opportunities for canoeing and power boating.

HIKING	
15.8%	
FRESH WATER FISHING	ROAD BIKING
12.9%	11.8%
CANOEING	POWER BOATING
7.3%	5.9%





Emerging Trends in Parks and Recreation

Emerging trends in parks in recreation include connectivity and recognizing the greater benefits parks provide to their communities.

SEVEN BENEFITS OF PARKS

Adapted from Measuring the Economic Value of a City Park System by the Trust for Public Land (2009) <<https://www.tpl.org/sites/default/files/cloud.tpl.org/pubs/ccpe-econval-ueparks-rpt.pdf>>

› Tourism

Though not always recognized, parks play a major role in a city's tourism economy. Some are tourist attractions by themselves. Others are simply great venues for festivals, sports events, even demonstrations. Read any newspaper's travel section and you'll usually see at least one park among the "to see" picks.

› Direct use

While city parks provide much indirect benefit, they also provide huge tangible value through such activities as team sports, bicycling, skateboarding, walking, picnicking, benchsitting and visiting a flower garden. Economists call these activities "direct uses". Most direct uses in city parks are free of charge but economists can still calculate value by knowing the cost of a similar recreation experience in the private marketplace. This is known as "willingness-to-pay". In other words, if parks

were not available in the city, how much would the resident pay in a commercial facility? (Thus, rather than income, this value represents savings by residents.

› Property value

Other things being equal, most people are willing to pay more for a home close to a nice park. Property value is affected primarily by two factors: distance from the park and the quality of the park itself. People's desire to live near a park depends on characteristics of the park. Beautiful natural resource parks with great trees, trails, meadows and gardens are markedly valuable. Other parks with excellent recreational facilities are also desirable (although sometimes the greatest property value is a block or two away if there are issues of noise, lights and parking). Less attractive or poorly maintained parks are only marginally valuable. And parks with frightening or dangerous aspects can reduce nearby property values.

› Community Cohesion

The more webs of human relationships a neighborhood has, the stronger, safer, and more successful it is. Any institution that promotes this kind of community cohesion – whether a club, a school, a political campaign, a religious institution, a co-op – adds value to a neighborhood

and by extension, to the whole city. This human web, which Jane Jacobs termed "social capital", is strengthened by parks. From playgrounds to sports fields to park benches to chessboards to swimming pools to ice skating rinks to flower gardens, parks offer opportunities for people of all ages to interact, communicate, compete, learn and grow.

› Health

Lack of exercise is shown to contribute to obesity and its many effects and experts call for a more active lifestyle. Research suggests that access to parks can help people increase their level of physical activity. Park users who undertake at least 30 minutes of moderate to vigorous activity at least three days per week cut their annual medical costs by an average of \$250 per year. This is an avoided cost.

› Clean water

Stormwater runoff is a significant problem in urban areas. When rainwater flows off roads, sidewalks and other impervious surfaces, it picks up pollutants. Parkland reduces stormwater management costs by capturing precipitation and/or slowing its runoff. Large pervious (absorbent) surface areas in parks allow precipitation to infiltrate and recharge the groundwater. Also, vegetation in parks provides considerable



surface area that intercepts and stores rainwater, allowing some to evaporate before it ever reaches the ground. Thus, urban green spaces function like ministorage reservoirs.

› **Clean air**

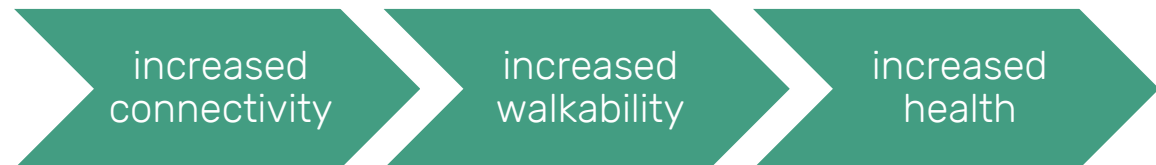
Air pollution is a significant and expensive urban problem, injuring health and damaging structures. The human cardiovascular and respiratory systems are affected and there are broad consequences for healthcare costs and productivity. In addition, acid deposition, smog and ozone increase the need to clean and repair buildings and other costly infrastructure. Trees and shrubs remove air pollutants such as nitrogen dioxide, sulfur dioxide, carbon monoxide, ozone and some particulates. Leaves absorb gases and particulates adhere to the plant surface, at least temporarily. Thus, vegetation in city parks plays a role in improving air quality and reducing pollution costs.

CONNECTIVITY

Healthy Spaces & Places is a project aimed at creating places that promote wellness. They define wellness as “the directness of links and the density of connections in a transport network... Good connectivity promotes easy access to key destinations for pedestrians. Excellent connectivity actively seeks to discourage car use by making local trips easier and more pleasant by foot than by car.” Connectivity is often addressed through design approaches impacting all areas of urban development, such as transportation, parks, economic development, and public health.

Parks and greenways promote connectivity by serving as both routes and destinations. Greenways create transportation routes protected from automobile traffic and parks create attractive destinations for socializing, exercising and playing.

The demographic analysis findings, especially the increasing senior population and increasing population of communities of color suggest a need for connectivity that can be promoted through parks and greenways. Greenway trails have low barriers to entry and make appealing recreational destinations for seniors and others with limited or declining mobility.



Source: Healthy Spaces & Places. Design Principle – Connectivity and Permeability

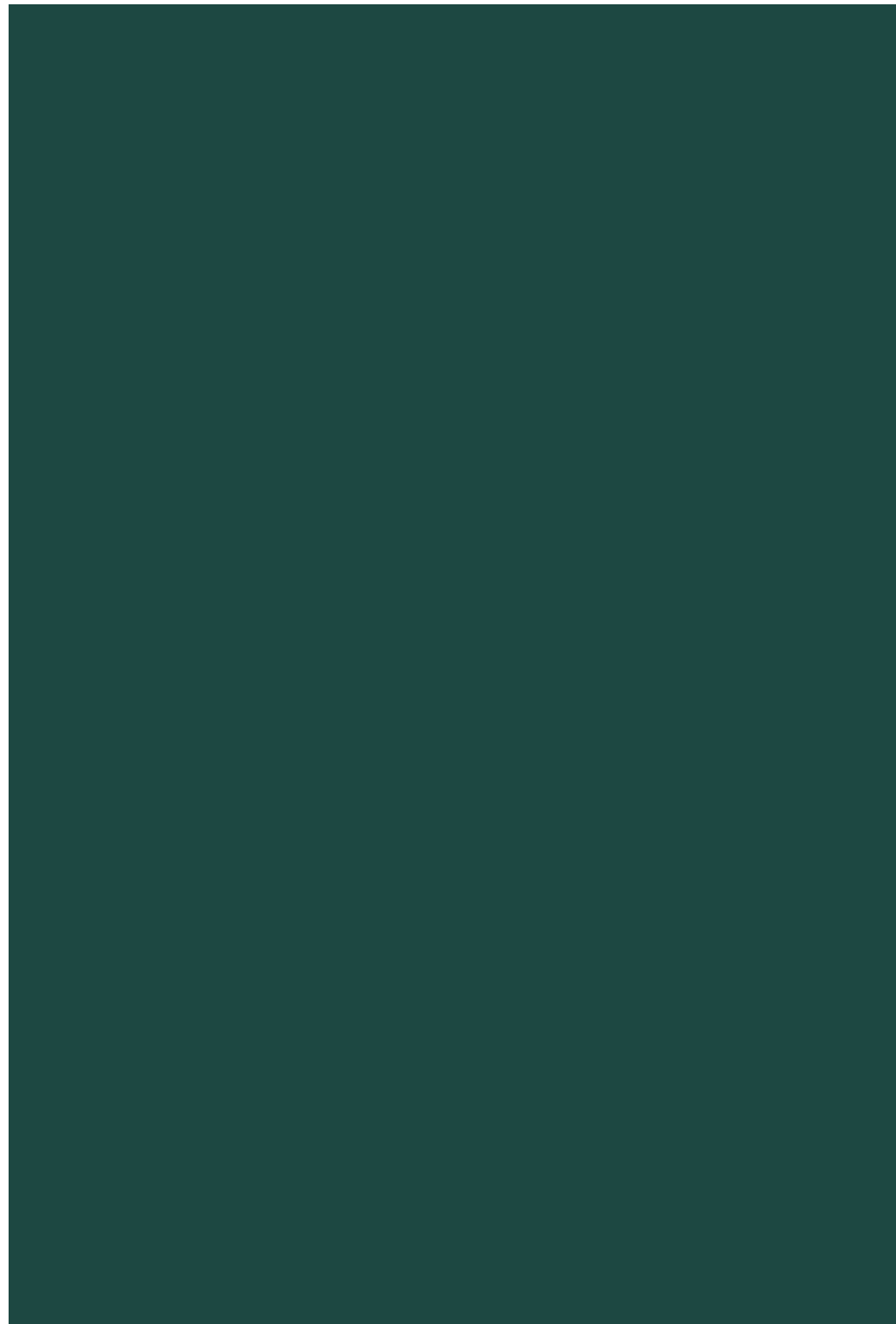


Summary of Findings

As Huntersville's population grows and changes in the coming decade, the community's recreation needs will grow and change.

- The overall population growth indicates a need for expanding parks and recreation services and suggests a growing tax base to support that work.
 - A younger population suggests the need for adult and youth athletics as well as family-oriented and intergenerational programming. Despite the overall younger population than statewide trends, it is important to ensure that older adults are adequately served through facilities and programming. All parks and facilities should feature amenities and design elements that universally include people with and without mobility challenges.
 - The increasing household income levels indicate an ability to pay for parks and recreation services. Regardless of rising income for some community members, low-income residents must still have affordable or no-cost access to parks and recreation services.
 - The area's racial demographics will remain relatively unchanged during the next ten years, but there is still a need for equity, diversity and inclusion efforts to ensure equitable provision of parks, facilities, amenities and programs.
- In addition to Huntersville's specific community context, emerging trends in parks and recreation include understanding the many far-reaching benefits of parks and incorporating parks and greenway planning into larger connected networks of alternative forms of transportation.





INVENTORY + ANALYSIS

IN THIS CHAPTER

Introduction

Existing Park Inventory

Maintenance Overview





INVENTORY + ANALYSIS

The Inventory and Analysis chapter provides a broad view of the Parks and Recreation system as it currently exists. This chapter serves as the foundation for the plan’s recommendations. Each of the plan’s recommendations will be rooted in the discoveries and realities of Huntersville’s parks and recreation system and will help inform the priorities of the recommendations provided and a strategy for achieving them.

The Town of Huntersville maintains approximately 760 acres of parkland and open space. Huntersville’s system includes ten developed parks, two recreation centers, an aquatic center, three indoor facilities for events or programs, greenways, mountain bike trails, and natural surface hiking trails. This diverse system of recreation opportunities includes indoor physical training, disc golf, baseball and multi-purpose fields, playgrounds, tennis courts, and more. The Town of Huntersville’s Parks and Recreation offers unique amenities to residents and visitors alike.

This planning process will assess existing facilities, amenities, and site furnishings. This enables the Town determine which improvements are most needed for a high-quality recreational experience and what further development is needed.



Existing Parkland Inventory

The project team conducted a site inventory and assessment of the Town's existing parks and facilities. The assessment evaluates each park according to the five themes listed below. Each theme summarizes the realities, opportunities, and challenges of the current conditions observed throughout the entire Huntersville park system. The five themes, accessibility and safety; branding, wayfinding, and sense of place; connectivity; general condition; and diversity of park offerings, are summarized in the table below. The findings inform the recommendations provided in this plan.

CONNECTIVITY	Does the park connect to its surroundings through sidewalks, greenways and trails?
BRANDING, WAYFINDING + SENSE OF PLACE	Does the park design support the intended use of the park and create an enjoyable place to pursue those activities? Does the park appear to reflect the history or identity of the community? Are people able to identify this park as a Town of Huntersville Park and Rec easily navigate to and within the space?
ACCESSIBILITY + SAFETY	Is the park designed so people of all abilities can access the park and all its amenities? Does the park meet most or all requirements of the Americans with Disabilities Act (ADA)? Does the park feel safe and encourage user safety?
GENERAL CONDITION	Is the park maintained to department standards? Do the park amenities and facilities need to be updated? Are the park amenities and facilities showing signs of wear and tear? How old are the amenities and facilities?
DIVERSITY OF PARK OFFERINGS	Does the park provide a collection of park amenities and facilities which serve various ages, demographics and ability levels? Does the park system provide park amenities equally throughout the entirety of its parkland?



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ABERNATHY PARK

Abernathy Park is a 2-acre park off Ramah Church Road within the Anchor Mill Community. With a ball field, playground, shelter, and basketball court, Abernathy provides a variety of uses. The Park effectively serves the intended surrounding neighborhood.



Town of Huntersville Property 2 acres Established 1980s

Annual Hrs Reserved- 297

- Picnic/Shelter (1)
- Restroom (1)
- Playground (1)
- Ball Field (1)
- Outdoor basketball court (1)





Connectivity The site is not internally connected with paved pathways, but placement of the playground and baseball diamond enable visitors to supervise children on the playground within view of game play on the baseball diamond. The picnic shelter and restrooms are connected to accessible parking via an ADA accessible path, but this connectivity does not extend to other sections of the park. The park lacks a major frontage road that many parks in Huntersville benefit from, visitors to the park generally only include local residents of the surrounding site properties. This park is integrated into the street grid of the Anchor Mills community that does not have sidewalks. Five parallel parking spaces offer access to the playground, basketball court, and picnic shelter with restrooms, while a back-parking lot on Park Lane offers overflow parking.

Branding, Wayfinding + Sense of Place Embedded within a residential neighborhood, limited wayfinding signage and branding are provided at the park. The architecture of the restroom facility at Abernathy Park creates a unique sense of place to the park.

Accessibility + Safety Overall, the site does not provide many opportunities for accessibility for users. The playground is not accessible due to its pavement type, i.e., a surface of wood fiber surrounding the playground equipment makes movement around the equipment more challenging and possibly unusable for some visitors. Abernathy Park is located off a minor residential road, the park’s perimeter has a cedar split rail fence, and provides parallel parking stalls to protect visitors from neighborhood directional traffic. The park has singular light fixtures for the field and playground, however, there are not enough lights to fully illuminate the park.

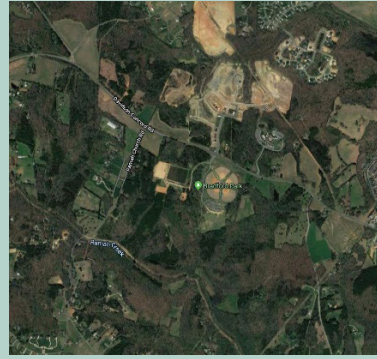
General Condition Recent implementations include new vegetation, and the restroom facility building is in good condition. Regular maintenance of the baseball diamond’s dirt infield results in dust that some residents describe as a nuisance. The old wooden pole athletic field lighting should be replaced.

Diversity of Park Offerings The offerings of the park are standard for a neighborhood park; thus, the diversity of the park offerings provides a typical program type for a planned park. Various types of play include use of the playground, basketball courts, and baseball fields. Additional space can be utilized at the picnic shelter.



BRADFORD PARK

Bradford Park is a regional park featuring five ball fields, three multi purposed fields for soccer, an area for disc golf and playgrounds. Bleachers and picnic tables provide seating areas throughout the park. The primary purpose of the Park is to meet growing community needs for sport recreational programming. Located off Highway 73, the 206-acre park is the largest park in Huntersville.



Mecklenburg County Property 206 acres

Established 2009

Annual Park Attendance- 341,999

Annual Hrs Reserved- 17,859

- Baseball Fields (5)
- Shelters (2)
- Soccer Fields (3)
- Disc Golf (1)
- Playgrounds (2)
- Walking Trail (1)
- Picnic Areas/ Grill (2)
- Restrooms (2)





Connectivity This large park has one connection for ingress and egress to roads, posing safety and traffic concerns during peak use. Currently paved pathways are limited to the ball field areas and other areas lack internal connectivity. The park has a large neighborhood to the north and is connected by a pedestrian signal at the traffic light at the entrance to the park, but no further connections internally in the park. Trails are limited to the disc golf areas, these paths are not paved.

Branding, Wayfinding + Sense of Place Upon entry to the Park, the site has wayfinding signs to direct traffic to the two separate locations within the Park. The configuration of the five-ball fields provides orientation and creates a central location within the Park around the facilities and concession stands, which supports the sites purpose of hosting tournaments.

Accessibility + Safety With clear visibility from the road, visitors enter the Park through a single entrance, which divides into drive aisles for the two sections of the Park. For safety, the two sections of the Park are gated and some pedestrian areas have removable bollards. Parking lots are located to serve each of the parks two separate areas. Staff mentioned safety concerns for the lack of netting to protect visitors from cross field play or possible stray balls.

General Condition The original phase of this park was completed in 2009, with highly trafficked fields used during tournaments and sporting events. The artificial turf and lights at the soccer complex was installed in 2018. Ball fields are a key element in regards to maintenance during high performance. Locations such as the playground and seating areas at the ball fields for spectators lack shade options. Parking is a big issue at this park for both the soccer side and the softball/disc golf side of the park.

Diversity of Park Offerings Diversity of the park is good, offering a multitude of programs found at the park. Known for its disc golf course, the park is one of the top 10 locations within the state of North Carolina. This site is a key location for ball tournaments for Huntersville and its surrounding areas. More than 2,400 baseball and softball games are played here each year.



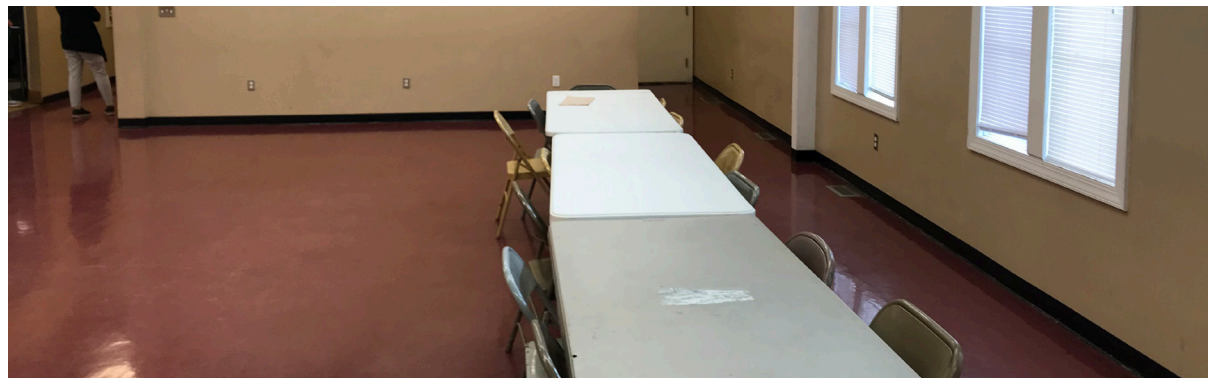
DELLWOOD COMMUNITY CENTER

The Dellwood Community Center, located on Dellwood Drive, provides space for after school programs, dance programs, birthday parties, baby showers and etc. The facility was originally built as a one-room schoolhouse in the 1920s. The 3,232 square foot community center is located on a 3 acre site and provides a commercial grade kitchen and reservable space for meetings and events. The center is currently underutilized due to its hidden location.



Town of Huntersville Property
3 acres; 3,232 sf Center
Established 1925
Annual Hrs Reserved- 1,130

- Indoor Facility (1)
- Commercial Grade Kitchen (1)





Connectivity The site has a singular vehicular entrance which is likely sufficient to accommodate the traffic this site generates. The Center, however, lacks connections to the community. There are no connection points to the surrounding residential area such as pedestrian sidewalks or paved sidewalks that are separated from vehicular traffic.

Branding, Wayfinding + Sense of Place The Community Center’s wayfinding sign is located next to the driveway entrance of the Center. Small text on the sign and overgrown vegetation surrounding the sign likely cause difficulty locating the facility. Additional confusion might be the result of disinformation due to the sign reading “Torrence-Lytle Center” rather than the “Dellwood Community Center.”

Accessibility + Safety Overall, the site has poor connections and is not walkable for all users. Gravel parking lots make movement to the facility difficult due to the lack of a paved path to the entrance. The building comprising the Center has an ADA entrance ramp to the facility. The handrails of the ramp are damaged. Visitors coming to the Community Center access the facility by vehicles and park in the gravel parking lot.

General Condition The community center was built in the 1920s as a one-room schoolhouse and subsequently became a community center. The interior of the Center is outdated due to the age of the facility. The function of the community center resides in its multi-purpose room with a commercial grade kitchen. Staff reports that commercial-grade ovens, stoves, mixers, and cold storage within the kitchen are underused as part of the rental space due to liability reasons, and some items need repair to be in working order.

Diversity of Park Offerings The function of the Community Center, i.e., rental of the room and the commercial grade kitchen, are a key aspects of the space. The building offers a space for programs such as special needs summer camps, and after school programs. The Community Center provides the surrounding area a space to learn and grow. The site has additional undeveloped wooded acres of land that could be designated for additional uses to meet community needs as part of future planning efforts.



HOLLBROOK PARK

Located off of Gilead Road on Sherwood Drive, the Town owned 8-acre park is near the Downtown area and Huntersville Elementary School. Park offerings include walking trails, tennis courts, gazebo, and a new playground. A planned expansion of the greenway is intended to establish a connection between the surrounding area of the park and Downtown Huntersville.



Town of Huntersville Property
8 acres
Established 1980s
Annual Hrs Reserved- 3,686

- | | |
|---------------------|--------------------------|
| › Nature Trail (1) | › Playground (2) |
| › Shelters (2) | › Picnic Areas/Grill (2) |
| › Tennis courts (6) | › Restroom (1) |





Connectivity	Secluded by the surrounding wooded area, the park currently lacks connectivity to the east and south areas of the park. However, the purposed greenway connection will create a park connection for pedestrians and cyclists.
Branding, Wayfinding + Sense of Place	Current wayfinding signage exists, however, visitors could miss the signage due to placement in non-prominent locations. Wayfinding signage could also help announce the park to new visitors and passersby, as the park is blocked from view by thick vegetation around the perimeter.
Accessibility + Safety	For better accessibility, the site requires more parking so visitors can more readily come to the park. Safety measures are necessary to block vehicles from the playground, currently there are no precautions from the edge of the play space to where the parking lot begins as well as on-coming traffic from the nearby street. The playground requires a resurfacing in poured in place surface to meet accessibility goals.
General Condition	A key attraction to Holbrook Park is the 6 tennis courts. Those courts however are 20 years old and the court surface and netting have areas of wear. Mature vegetation adds value to the site and is well maintained. New playground equipment is in good condition.
Diversity of Park Offerings	The diversity of the park is common for a neighborhood park. There are additional future plans for Holbrook Park to connect to the greenway, this design would create an opportunity to meet the needs of the Huntersville community.



HUNTERSVILLE ARTS AND CULTURAL CENTER

Huntersville Arts and Cultural Center is located on Old Statesville Road south of Gilead Road. It serves as a reservable facility to community groups. The Arts and Cultural Center's 1,500 square foot building is available for public meetings, programs, and hosting community events.



Town of Huntersville Property
1,500 sf Building
Established 1956
Annual Hrs Reserved- 1,455

> Indoor Facility (1)





Connectivity

The Arts and Cultural Center is centrally located in downtown Huntersville. Events held at the center have exposure of downtown's highly trafficked areas and the building has various access points for visitors to come to the space. The CATS bus stop location on the perimeter of the property connects visitors to the site from Huntersville and surrounding areas.

**Branding, Wayfinding
+ Sense of Place**

The "funky" mid-century modern architecture of the center not only denotes this building from the surrounding downtown buildings but also creates a sense of place for visitors and promotes its function. Direction to the space is denoted by the blade sign, a type of wayfinding sign, to direct visitors to the location of the center.

Accessibility + Safety

The center's facility is accessible with paved surfaces and a pathway to the building's entrance. Visitors can access the site via vehicle or public transportation with a CATS bus station on the perimeter of the property. Within downtown Huntersville, the site is walkable for visitors. Lighting on the perimeter and within the parking locations is limited.

General Condition

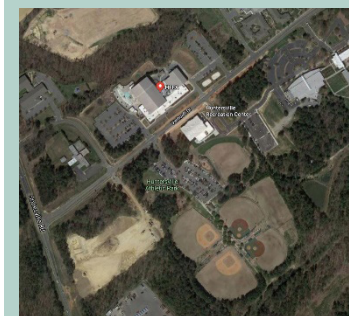
The space has been well maintained in a high-quality condition. Some sections of the parking lot is showing stress and needs to be resurfaced. The flooring and the restroom facilities were recently upgraded. Vegetation on the property is well established along the street front is well maintained.

**Diversity of Park
Offerings**

The facility's diverse offerings include a space for cultural and art events and installations as well as other community uses. This programming diversity includes senior bridge events, community reservations of a church congregation, and other community programming events. The space is limited in size due to the building footprint and adjacent structures.

HUNTERSVILLE FAMILY FITNESS + AQUATICS

The 12.8 acre site off Verhoeff Drive, provides aquatic services to the Town of Huntersville. The 88,000 square-foot facility, constructed in 2001, offers fitness and aquatic activities. Amenities on site include pools with various pool dimensions, fitness studios, sand volleyball courts and an outdoor splash pad. The property is across Verhoeff Drive from the Huntersville Recreation Center, and the two sites are connected via a recently installed crosswalk. The Town of Huntersville has a current 5 year contract with the current tenant and the lease for the property ends in 2070.



Privately Managed Property 12.8 acres Established 2001

- Various Pool Sizes
- Fitness Studio
- Outdoor Splash Pad
- Dive Tower
- Sand Volleyball Courts





Connectivity

With proximity of the Huntersville Rec Center, the two properties have a pedestrian crosswalk connecting the two facilities and sites. This connection allows visitors to access both sites' offerings due to the walkability of the locations.

**Branding, Wayfinding
+ Sense of Place**

The main entrance to the Aquatic Center has distinct wayfinding signage with a clear visible location and large text for visitors to find the center. Additional wayfinding signs to provide visitors with locations of the many offerings that the Center provides would be helpful to users identifying their destination within the center. One of the few locations offering aquatic activities within the Huntersville Park system, the Aquatic Center provides a unique opportunity to serve the community.

Accessibility + Safety

The center has good accessibility for visitors with multiple paved pathways to various entrances. Additional features such as drop off areas have been designed with plastic bollards to create vehicular barriers for pedestrians as well as creating division between the bollards for a control of traffic in the drop off areas. The center's facility divides the two parking lots providing enough space for visitors to park on-site.

General Condition

The facility is maintained by the property's management. The overall conditions of the site are very good. The vegetation is well maintained and does not need to be revitalized. The site provides plenty of parking for visitors on non-event days.

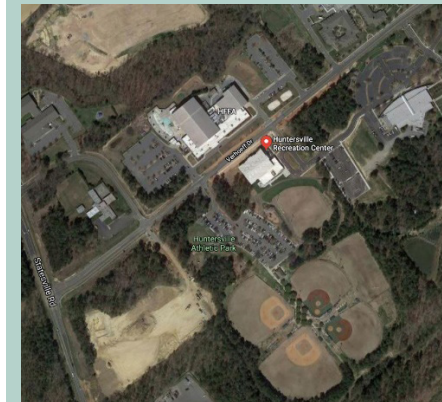
**Diversity of Park
Offerings**

Since no park locations in Huntersville provide aquatic activities to the community, this is one of the key aspects of the site. Offering classes for all ages and levels of fitness, the center offers wellness programs, weight training, diving and aquatic uses throughout the facility.



HUNTERSVILLE ATHLETIC PARK AND RECREATION CENTER

Located on Verhoeff Drive, between Statesville Road and Old Statesville Road, near Central Piedmont Community College (CPCC), the Merancas Campus, the Athletic Park and Recreation Center is in the south end of Huntersville. The 42-acre park includes four full sized ball fields, two multi-purpose fields, trails and pathways, new Recreation Center and a new outdoor fitness area. The close proximity to the Huntersville Aquatic Center, separated by Verhoeff Drive, creates access for visitors to both sites and their offerings.



Mecklenburg County Property 42 acres Established 1997, expanded 2018

Annual Hrs Reserved- 16,119

Annual Attendance - 361,143

- Paved Trails (1)
- Shelter (1)
- Ball Fields (4)
- Soccer Fields (2)
- Mountain Bike Trail (1)
- Picnic Area/Grill (1)
- Walking Trail (1)
- Playgrounds (2)
- Restrooms (2)
- Indoor Facility(1)
- Indoor Basketball Courts (2)
- Concession Stand (1)





Connectivity

The Town recently added a pedestrian crosswalk between the Huntersville Athletic Park and Rec Center to the Huntersville Aquatic Center. This connection allows pedestrians to cross between the two facilities that are divided by vehicular traffic on Verhoeff Drive. The site provides ample parking and shares a parking lot with the adjacent CPCC through a joint use agreement. Staff mentioned the desire for additional roads to the park in areas such as behind the fields in order to have better access for maintenance vehicles.

Branding, Wayfinding + Sense of Place

Recently the park and recreation center had new signage added to the site. Additional wayfinding signs for the main sporting fields as well as the programs within the recreation center provide direction for visitors.

Accessibility + Safety

The Town recently improved pedestrian access between the Aquatics Center and Recreation Center through the creation of a new crosswalk across Verhoeff Road. Pedestrians can now initiate a warning to vehicular traffic with flashing lights and road paint indicating possible pedestrian traffic entering the intersection. The lower ball fields due to the grade change lack pathways that are universally accessible for users to access those fields. In order to address this accessibility concern, a full ADA accessibility plan will need to be completed on the Athletic Park for mobility purposes. The existing playground is to be replaced per current CIP while providing pour in place surfacing to address accessibility concerns.

General Condition

The overall conditions of the Athletic Park and Recreation Center is a highlight to the site. A recently added outdoor fitness area is well maintained for the visitor's use. The park space which receive high foot traffic from frequent events and tournaments, especially the sport fields, are well maintained.

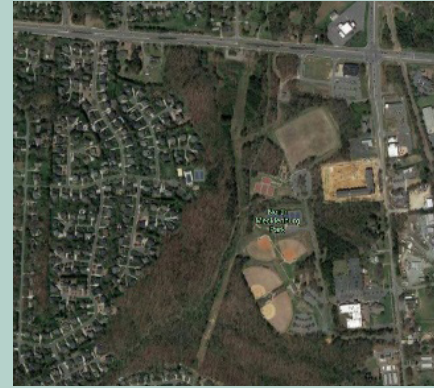
Diversity of Park Offerings

One of the strengths of the Athletic Park and Recreation Center is the diversity of its offerings. With a multitude of sports fields, bike trails, playground equipment, and a fitness area, the site provides various activities for visitors to enjoy. The proximity of the Recreation Center and Athletic Park enable visitors to use both spaces during a single visit. Programming at the Recreation Center can also use the adjacent open spaces for classes, camps, and activities. With frequent events such as the various 12-15 weekend sport tournaments hosted by the site, high foot traffic occurs throughout the year besides its typical programmatic elements for visitors to the park and rec center.



NORTH MECKLENBURG PARK

Located in the northeastern part of Huntersville, this 98-acre park provides a variety of ballfields, soccer fields, a pump track, rain garden, and trails for bikes and pedestrian use.



Mecklenburg County Property **98 acres** **Established 1980s**

Annual Hrs Reserved- 13,435

Annual Park Attendance- 322,734

- Paved Trails (1)
- Shelters (3)
- Soccer Field (2)
- Tennis court (6)
- Mountain Bike Trail (1)
- Ball Fields (4)
- Basketball Court (4)
- Walking trail (1)
- Playgrounds (2)
- Picnic Area/Grill (2)
- Restroom (3)
- Concession Stand (1)
- Pump Track (1)





Connectivity

Two neighborhoods create the western and southern perimeter of the Park; however, there are limited pathways for residents of these areas to access to the park. Staff commented that there are limited connection points for visitors from the surrounding neighborhoods to use, this affects the already existing local traffic to the park.

Branding, Wayfinding + Sense of Place

Several wayfinding signs are provided throughout the 98-acre park. Various trails lack wayfinding signage providing information for visitors of different activity use the trail pathways within the park and the surrounding area.

Accessibility + Safety

The 98-acre site with a multitude programs and large wooded areas has key site and safety concerns. A lack of sidewalk connections throughout the park is a major hindrance of the site. The park has a parking agreement with the Christ Community Church, Huntersville for overflow parking that is directly connected to the park. The lower parking lot is not fully utilized. Various ball fields used for softball and baseball create safety concerns from flying balls because of the short fencing that is not large enough for play.

The playground areas and equipment encourage inclusive play for all children, with equipment that addresses touch, sound, and learning for various age groups and abilities. The poured in play surface allows all visitors to enjoy the playground. For security purposed a fully fenced playground would be preferred. All playground equipment areas have ample shade. The playground adjacent to the soccer field complex will need mulch replaced with pour in place to meet accessibility goals.

General Condition

Overall, the park has good maintenance for this large area. Aspects such as the rain garden are difficult to maintain due to the system clogging. Environmental aspects such as peak flow, have affected the Park's stream requiring restoration. The surface surrounding the playground equipment is in good condition. The vegetation is well maintained.

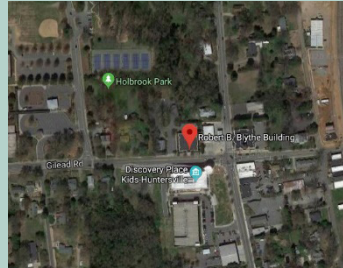
Diversity of Park Offerings

A variety of programmatic elements are offered to visitors at North Mecklenburg Park. Programs types like pump tracks or trails provide various types of spaces for bikers to use depending on the user's activity intent.



ROBERT B. BLYTHE BUILDING

Known in the community as The Bob, this facility is located on Gilead Road within the center of downtown Huntersville. Previously, the building housed the Huntersville Senior Center, and this former use of the building provides interesting remnants such as the holding cell structures left within the facility. Currently, the site hosts the North Mecklenburg Senior Center from 9 a.m. to 5 p.m. on weekdays and serves as programming and reservable space for community programs and rentals outside of its operation as a Senior Center.



Town of Huntersville Property

Established 1995
Annual Hrs Reserved- 1,211

- Indoor Facility (1)





Connectivity

The Bob is primarily located in downtown Huntersville. Located along a central CATS route, The Bob is across the street from the Discovery Place Kids and close to several neighboring schools. Thus, The Bob provides an essential pedestrian connection and bicycle connections while also providing parking for vehicular access.

**Branding, Wayfinding
+ Sense of Place**

Though The Bob is well known throughout the community, a lack of wayfinding signage may limit the sites visibility for visitors. Its unique façade is complimentary to the downtown architecture and, thus, creates unity within the area.

Accessibility + Safety

Visitors to The Bob can access the space via personal vehicles or public transportation. The site's parking lot has ADA parking spots and paved sidewalks to the building that provide various locations for spots of accessibility for all visitors. The site maintains safety measures for visitors such as good lighting visibility.

General Condition

The building's exterior reflects the architectural style prominent in the Downtown area and the façade is still in good condition. Vegetation, existing sidewalks and roads are still in good condition. The original holding cells of the former use of the building as a police station have not been removed from the building's interior and this limits utilization of the building's interior space.

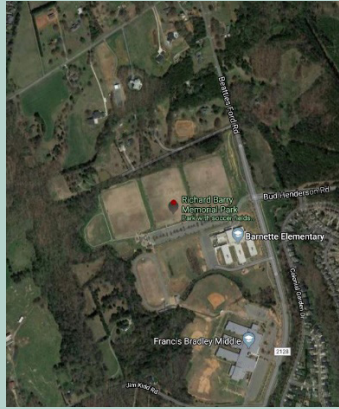
**Diversity of Park
Offerings**

The primary use of the building is to host preschool and adult programs. Staff noted that the building's proximity to the Discovery Place and schools make it a good fit for expanding teen and youth programming space, which staff report is currently lacking. The building also provides the community of Huntersville with space for programs like the use as the Senior Center, rental facility and programming space for youth programming.



RICHARD BARRY PARK

Richard Barry Park is a highly trafficked 41-acre soccer complex for the Town of Huntersville. In addition to the soccer fields, the park has an inclusive playground, rain garden, and several walking trails. The site is located along Beatties Ford Road and Bud Henderson Road.



Mecklenburg County Property

41 acres

Established 2008

Annual Hrs Reserved- 7,852

Annual Attendance- 330,602

- Paved Trail (1)
- Shelter (1)
- Soccer Fields (6)
- Playgrounds (2)
- Picnic Area/Grill (1)
- Restroom (1)





Connectivity

Parking is a major challenge at this park. A lack of parking on site leads many visitors to park along the road or above the soccer fields. The Department has an agreement with two adjoining properties to use their parking areas for overflow traffic to alleviate this problem. Signage for overflow parking would be helpful. Staff recommends that soccer groups provide staff to direct traffic to overflow areas during large events.

Branding, Wayfinding + Sense of Place

Recently acquired wayfinding signs provide field orientation for visitors. Due to the limited area for parking, the Park has an agreement with two neighboring properties, the Barnette Elementary School and the Francis Bradley Middle School, to use their parking areas during events and for additional overflow traffic parking. This agreement provides an opportunity for wayfinding signage which would help visitors get to their destination within the park.

Accessibility + Safety

This site provides several features of universal accessibility through inclusive playgrounds and sidewalks. However, accessibility can be strengthened through better ADA connections and access paths to the upper fields located in the soccer complex. Currently light fixtures need to be replaced due to the age of the fixtures. Shelters and shade are limited throughout the park for users.

General Condition

Overall, the maintenance standard and the condition of the park is high even with a high use demand for the multi-purpose soccer fields. Such high traffic for the sod on the soccer fields, however, is problematic for maintenance crews as they maintain the fields. The Department has plans to update four fields with synthetic turf to address this challenge. Playground equipment is in overall good condition; the wear of the poured in place surface at the inclusive playground needs resurfacing of use. Clogging of the rain garden causes maintenance problems due to the clogging of the rain garden's infrastructure. The park's playground should be replaced soon per the CIP as it was installed in 2008 with an estimated 10-15 year life cycle.

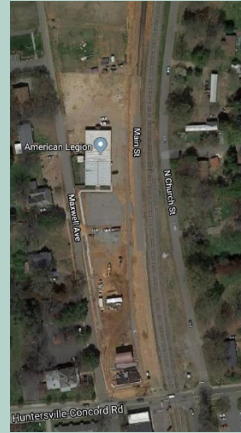
Diversity of Park Offerings

The diversity of the site is one of the Park's greatest strengths. Park features include an inclusive playground, rain garden, and walking trails, in addition to the highly visited soccer complex. The offerings of the Park result in the high foot traffic to the Park.



VETERANS PARK

The newest Huntersville park has become a beloved location and is the host site for popular events such as the summer Jazz Series, LaLaCaboosa Music Series, the Farmer's Market and A Huntersville Christmas. The 1-acre park is owned by the Town and is located between the American Legion and Huntersville-Concord Road, with the railroad running parallel to the Park in downtown.



Town of Huntersville Property
1 acres
Established 2018

- Outdoor Stage (1)
- Festival Lawn
- Veterans Memorial





- Connectivity** The Park has a multitude of access points. One of the major benefits of the Park is its connection within the town because it provides open space within the area. The Park's open space and stage provide the community with a space to gather for 40 to 50 events per year and creates a center point within Huntersville. Main Street, which separates the park from the train tracks during events, is used as space to host vendors from all around the area. The Town has an agreement with the American Legion to share parking during large events. Additional parking can also be found within a 2-minute walk to a parking deck next to the Discover Place and provides overflow parking for larger events.
- Branding, Wayfinding + Sense of Place** A key aspect of the Park is how the park has been designed as an urban park within Huntersville. The caboose and memorial for Veterans provides a great way to create a sense of place within the Park and the Town. Wayfinding signage guides visitors to and within the park. American flags on each of the streetlights surrounding the park delineate the park area and create a sense of place.
- Accessibility + Safety** Accessibility for the park is very good, with ramps and pathways around the entire park property for visitors. ADA spaces provide easy access to the park itself. Vehicular road paint indicates areas where traffic cannot go and stripping in certain areas creates a visual barrier between the sidewalk and traffic. These measures create a safe pedestrian environment within the park. There are no pedestrian accommodations at the railroad crossing near the park, which makes it difficult for the surrounding neighborhoods to access the park. Lighting for the Park is very good and keeps the site lit nightly.
- General Condition** The newly completed park is in very good condition. All fixtures and outdoor seating have been maintained. The turf that experiences high traffic during events is kept in order. The stage has some drainage problems.
- Diversity of Park Offerings** The offerings of the Park are very simple for the 1-acre park; a memorial for all branches of the United States Military, a stage, open lawn space, and seating along the perimeter. Though simple with regard to park offerings, the space creates a unique space for hosting events that bring the community together whether it is a musical performance, a farmer's market, or holiday celebration. Further, it is a space for reflection and remembrance.



WAYMER PARK AND RECREATION CENTER

On the eastern edge of Huntersville, the 13-acre property located off Holbrooks Road contains the Waymer Park and Recreation Center. The site offers street hockey, tennis courts, a playground, basketball courts, baseball fields and soccer fields. With a diverse variety of programmatic elements, the park is in need of a Master Plan. This park is adjacent to the former Torrence-Lytle School, the first public high school for African Americans in Huntersville. The Waymer Recreation Center is housed in a former school structure, but other school buildings are currently vacant and minimally maintained.



Mecklenburg County Property

13 acres

Established 1980s

Annual Hrs Reserved- 1,661

- › Shelter (1)
- › Ball Fields (3)
- › Soccer Field (1)
- › Tennis court (1)
- › Indoor Facility (1)
- › Walking trail (1)
- › Playground (1)
- › Picnic Area/Grill (1)
- › Restroom (1)
- › Outdoor Basketball Courts (2)





Connectivity	The Park lacks connection points for visitors to access the space. Located next to the park, Torrence-Lytle High School, an abandoned school building and land have been vacated for several years.
Branding, Wayfinding + Sense of Place	Two standard Huntersville signs mark the locations of the park and the rec center currently for visitors. There is not a sign to commemorate the history of Torrence-Lytle High School.
Accessibility + Safety	Overall, the site lacks accessibility due to the age of the park and all the sidewalks need to be fully accessible for visitors. Only a few of the parking spots for both the park and rec center are ADA compatible. The entrance to the Rec Center has a connecting entrance off the main sidewalk to the concrete ramp, however, this connection between the two paved surfaces was created by the removal of a turf area and has resulted in an unmaintained dirt pathway. The surface surrounding the playground area is wood fiber, which is not easily accessible for walkers, wheelchairs, and users with mobility concerns. Pour in place surfacing should be considered. An additional concern is the now abandoned Torrence-Lytle School. The Park and Rec Center have potential safety concerns and health risks due to the age and possible chemicals remaining in the school building, and due to trespassers using the abandoned building.
General Condition	Overall facilities and equipment of the Park are showing age and will need to be replaced or upgraded soon. The ball field lighting equipment is not up to current standards for play and safety of visitors. The Department has plans to replace field lighting in 2020. The vegetation is well established within the park.
Diversity of Park Offerings	Located next to the Torrence-Lytle School, the site provides a great opportunity to connect, rather than ignore the historical ties of the school Park and Rec Center facilities. This is a unique tie to the park and what it offers the community and visitors who use it.



Other Properties

HUNTERSVILLE PUBLIC WORKS, PARKS AND RECREATION MAINTENANCE FACILITY

The primary use of this maintenance facility is to provide operation and storage space for both the Huntersville Park & Recreation & Public Works Departments. Currently the site, on Seagle Street, consists of limited areas for maintenance equipment and office space. The built footprint of the property is a result of the previous use as an industrial site; however, additional space that could be planned for expansion exists in the northwest and western parts of the site. Covered space is limited for equipment, materials, and the products that the Parks and Rec maintenance team requires. Thus, additional space is required.

Connectivity

The site's location is strategic to the various park locations within the Town of Huntersville. With additional storage space, the Parks & Rec maintenance crews could add to its connectivity by storing additional materials needed for all of the sites.

Branding, Wayfinding + Sense of Place

Due to the use of the site, the current branding and signage are sufficient for Parks and Rec maintenance storage and offices.

Accessibility + Safety

A lack of storage space for maintenance tools and equipment puts a strain on needed materials for Parks and Rec crews. The potential for weather damaged equipment and supplies and site security issues are concerns for the productivity of the crews.

General Condition

Lack of space and storage hinders the productivity of the Huntersville Park & Rec maintenance crews. Additional space for materials and equipment can be planned in a master plan to organize the needed facility expansion and to provide adequate space for their materials and equipment.

Diversity of Park Offerings

For the purpose of this site, the offerings are specific to the maintenance crews who utilize the space in order to keep all of the Huntersville parks properly maintained.

COOK GRAHAM PROPERTY

The Cook/Graham Property is currently used as farmland within the western area of Huntersville. A site of 191 acres is purposed for future park usage and will require a master plan to establish the program for the park within an underserved area of the Huntersville community. With areas of clear land due to its farming use, the property provides open space throughout the site as well as some wooded areas along the edge of the property.

Connectivity	The property provides a new park site for the western area of Huntersville, which is currently limited by access to space.
Branding, Wayfinding + Sense of Place	With no existing markers or signage, the site would require branding or wayfinding signage in order to establish and maintain its new location within the community. Such opportunities provide ways for the community to understand the program of the new space.
Accessibility + Safety	Due to the previous use of the property for farmland, access points to the potential new space would be necessary in order to handle the new influx of traffic to the space by its users. Possible safety concerns are created by the gas easements and electrical lines, which run through the property.
General Condition	The site has areas of cleared farmland with pockets of wooded land. Gas and electrical easements also run through the property. Currently, this site is an unplanned piece of property.
Diversity of Park Offerings	There are no current diverse park offerings due to the property former use as farmland. However, there are multiple opportunities within a future park master plan to create ideas that will meet the community’s diverse needs. A potential space for Frisbee golf to meet the demands the community is having at its other location, and along the utility easement areas, would be ideal for that program element due to its lack of invasive structures for play.



MCILWAINE PARK PROPERTY

McIlwaine Park is a 131-acre future park location in the western area of Huntersville. Currently undeveloped woodland, the property provides the ability to create a new space to meet the demands and needs of those residents. Since the site is currently undeveloped, a master plan is needed in order to address the needs of the community.

Connectivity

Establishing this park in an underserved area of Huntersville will help serve this part of the community. A master plan will address and develop ways that the surrounding neighborhoods can use this new space.

Branding, Wayfinding + Sense of Place

Due to the location of the proposed park, there are great opportunities to create ways for the surrounding communities to embrace the new park space location for the area. Wayfinding signs and programmatic elements will help orient new visitors and a method to introduce the park to its new community that it will be serving.

Accessibility + Safety

Located off McIlwaine Road, the McIlwaine Property's main access point will be from a major road providing easy accessibility to the future park. This provides new opportunities to address issues of accessibility and safety for the community that will utilize the space. Knowledge of the space and its existing grade are essential for accessibility concerns and how visitors move around the space.

General Condition

The site's current conditions are undeveloped woodlands.

Diversity of Park Offerings

Currently there are no diverse park offerings, due to its current undeveloped conditions, however, the park's programmatic elements can provide solutions to the community and user's needs which have not previously been met.

Maintenance Overview

Maintenance is an essential part of running a safe and quality parks and recreation system. Maintenance tasks ensure that parks, fields, facilities, and equipment are in safe working order to ensure that park visitors are able to enjoy their park experience. In addition to maintaining parks and recreation facilities that department also handles the maintenance of Town Hall and the Town Center buildings.

This analysis identifies parks and maintenance responsibilities, time spent on maintenance tasks, and operating procedures the Department uses to complete maintenance tasks.

MAINTENANCE RESPONSIBILITIES

Maintenance responsibilities are tasks that must be done to ensure a clean and safe park experience for users. Tasks can be completed within the department or can be contracted out. The decision of which party will complete which tasks balances considerations of cost, experience, timeliness, and quality.

COST: Who is able to provide this task at a reasonable cost?	EXPERIENCE: Who has the skills and equipment to complete this task?
TIMELINESS: Who can complete this task on a timeline that meets the Department’s needs?	QUALITY: Who can complete this task to the standards the Department requires?

The table below depicts which of the Department’s maintenance needs are conducted by Town maintenance staff and which are conducted by contractors. The analysis indicates that Town maintenance staff is responsible for the majority of maintenance tasks while services are contracted for three tasks. The contracted services include indoor facility cleaning and park and field mowing. These tasks are well suited for contract work as the quality of the outcome is easily communicated and assessed, and the cost of contracting this service can be less than having it performed by full-time staff. Trades repairs require specialized experience to conduct, and are often contracted at a higher cost due to the specialized knowledge needed. The department is able to conduct most trades repairs in-house, but contracts out HVAC Preventative maintenance, a task that his highly specialized and performed infrequently. The analysis indicates that the department effectively determines which tasks to contract based on the considerations of cost, experience, timeliness, and quality.

Figure 1 - Maintenance task by responsible party

	TOWN MAINTENANCE STAFF	CONTRACTED SERVICE
Park cleaning	X	-
Indoor Facility Cleaning	-	X
Park & Field Mowing	-	X
Special event set-up	X	-
Trades repairs:	X	X
Plumbing	X	-
Electric work	X	-
Carpentry	X	-
HVAC Preventative Maintenance	-	X
Landscaping (other than mowing)	X	-
Equipment repair	X	-



TIME AND EFFICIENCY

The time and efficiency analysis identifies maintenance and operation tasks the department must provide, and detailed the total annual hours conducting each task. This analysis identifies the proportion of time spend for each task, indicating which tasks require the most staff resources to conduct.

The task with the highest allocation of total annual hours is general park cleaning followed by field maintenance, and landscaping, turf, stormwater, and irrigation. Each of these represent daily or weekly tasks needed at nearly all facilities to ensure safe and enjoyable use of facilities. General park cleaning is the highest task as it is a task that the Department does not use contracted services to complete.

By contracting out park and field mowing, the Department keeps field maintenance and landscaping time allocations low. Field and turf maintenance can constitute a high percentage of department staff time allocations in departments that do not contract maintenance. This analysis indicates that the Department is contracting out much of the work, while retaining the tasks that require a higher degree of specialized knowledge, or require a certain standard of quality.

The tasks ranked as occupying the lowest percentage of time are tasks that occur on an infrequent or as-needed basis, such as special

events and inspections. In some Departments, staff time allocated to training can be around 5 percent, indicating that the Huntersville percentage of 2 percent may be low.

The analysis indicates that the department effectively uses contract services to ensure they maintain staff capacity to conduct all required maintenance tasks to maintain a high-quality parks system.

Figure 2 - Departmental maintenance and operations tasks with total annual hours to perform, and percentage of overall department time allocation.

TASK	TOTAL ANNUAL HOURS	PERCENTAGE OF TIME
General Park Cleaning	4598	28%
Field Maintenance	3055	19%
Landscaping, Turf, Storm water and Irrigation	2759	17%
Construction and Park Projects	1571	10%
Facility Repairs- Electrical, Plumbing, HVAC, etc.	1164	7%
Playground Maintenance and Repairs	787	5%
General Park Maintenance	461	3%
Equipment and Vehicle Service / Maintenance	507	3%
Inspections	226	2%
Training	256	2%
Special events	308	2%
Carpentry and Painting	364	2%
Total Hours	16,056	100%



SUMMARY OF PARK IMPROVEMENTS

This list includes recommendations for Improvements the Department should make to existing parks

General Improvements for all existing parks

- › Playgrounds- provide poured in rubber surfacing at all playground that are less than five years old and provide poured in rubber surfacing for all replacement playgrounds.
- › Courts- resurface courts every five to seven years

Abernathy Park

- › Add sidewalks to connect all amenities to parking areas and restrooms.
- › Replace all split rail fencing with powder coated chain link fencing.
- › Replace backstop.

Bradford Park

- › Add sidewalks to connect all amenities together including to existing sidewalk along Hwy 73.
- › Add playground to soccer side.
- › Add permanent dugout covers.
- › Add Synthetic Turf to 3rd soccer field.
- › Add additional natural and paved trails.
- › Pave gravel maintenance entrance to softball fields.
- › Add Outdoor fitness equipment.
- › Partner with Mecklenburg County on Phase 3.

Dellwood Center

- › Pave driveway & parking lot as well as adding sidewalks and landscaping
- › Replace wooden ramps and both exterior decks

Holbrook Park

- › Replace roofing on shelter and gazebo.
- › Pave gravel walkway to shelter.
- › Look for opportunities to purchase additional land for park expansion.

Huntersville Arts and Cultural Center

- › Resurface parking lot.
- › Replace white vinyl fencing with metal black fencing.
- › Replace facility sign.

Huntersville Athletic Park

- › Add sidewalks to batting cages and lower soccer field.
- › Replace baseball field lighting systems.
- › Make a connection from ball fields to CPCC CDL lot.
- › Add Synthetic Turf to baseball fields 3 & 4.
- › Replace turf on baseball fields 1 & 2.
- › Add turf to the upper soccer field.

Huntersville Recreation Center

- › Expand the Recreation Center to full buildout.

North Mecklenburg Park

- › Add sidewalks to connect all amenities and entrance to the park.
- › Pave natural trail connecting Harvest Pointe to the back of the park.
- › Add fencing between softball fields 1 & 2.
- › Add Synthetic Turf to both soccer fields.
- › Look at opportunities to add a splash pad within the park.

Barry Park

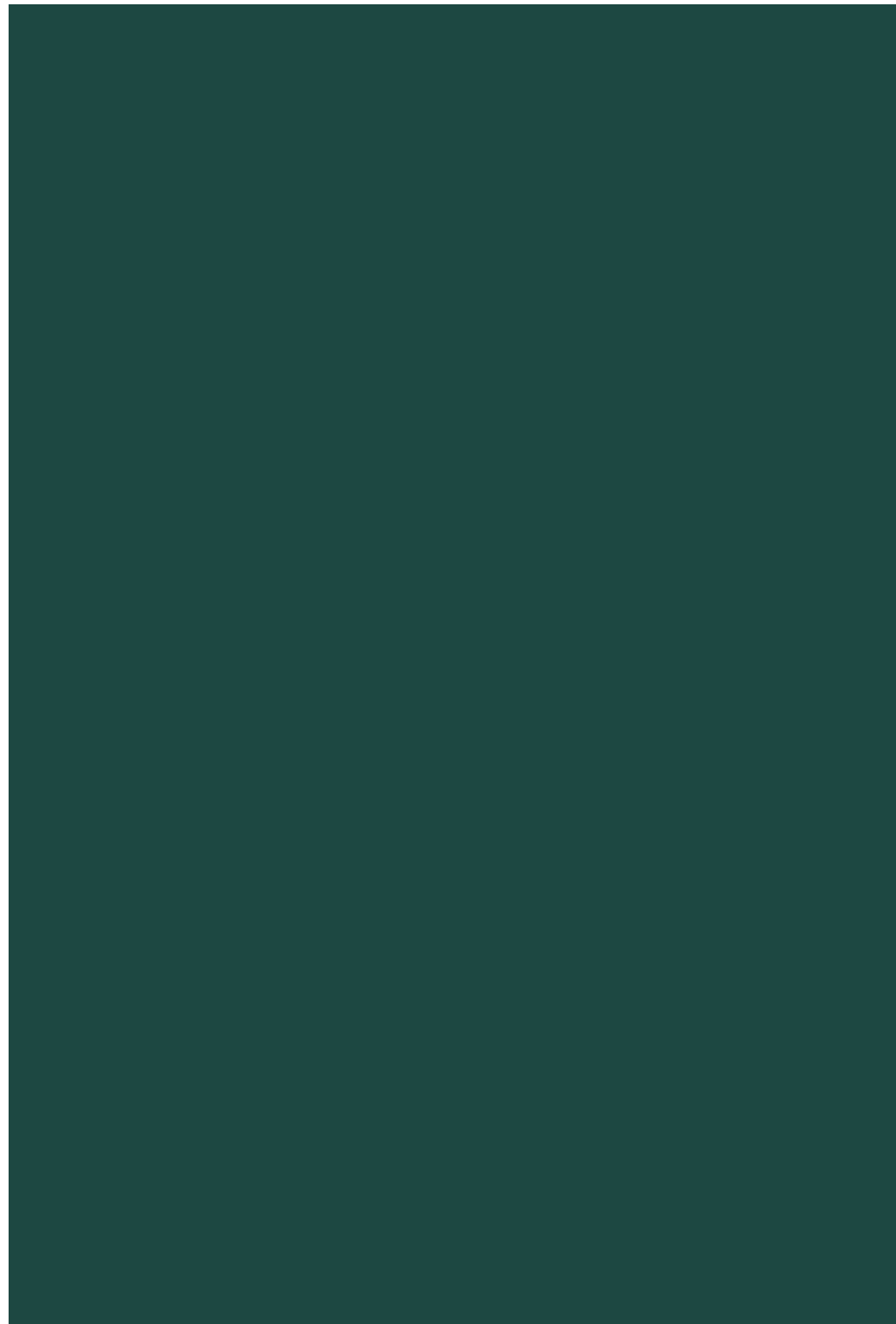
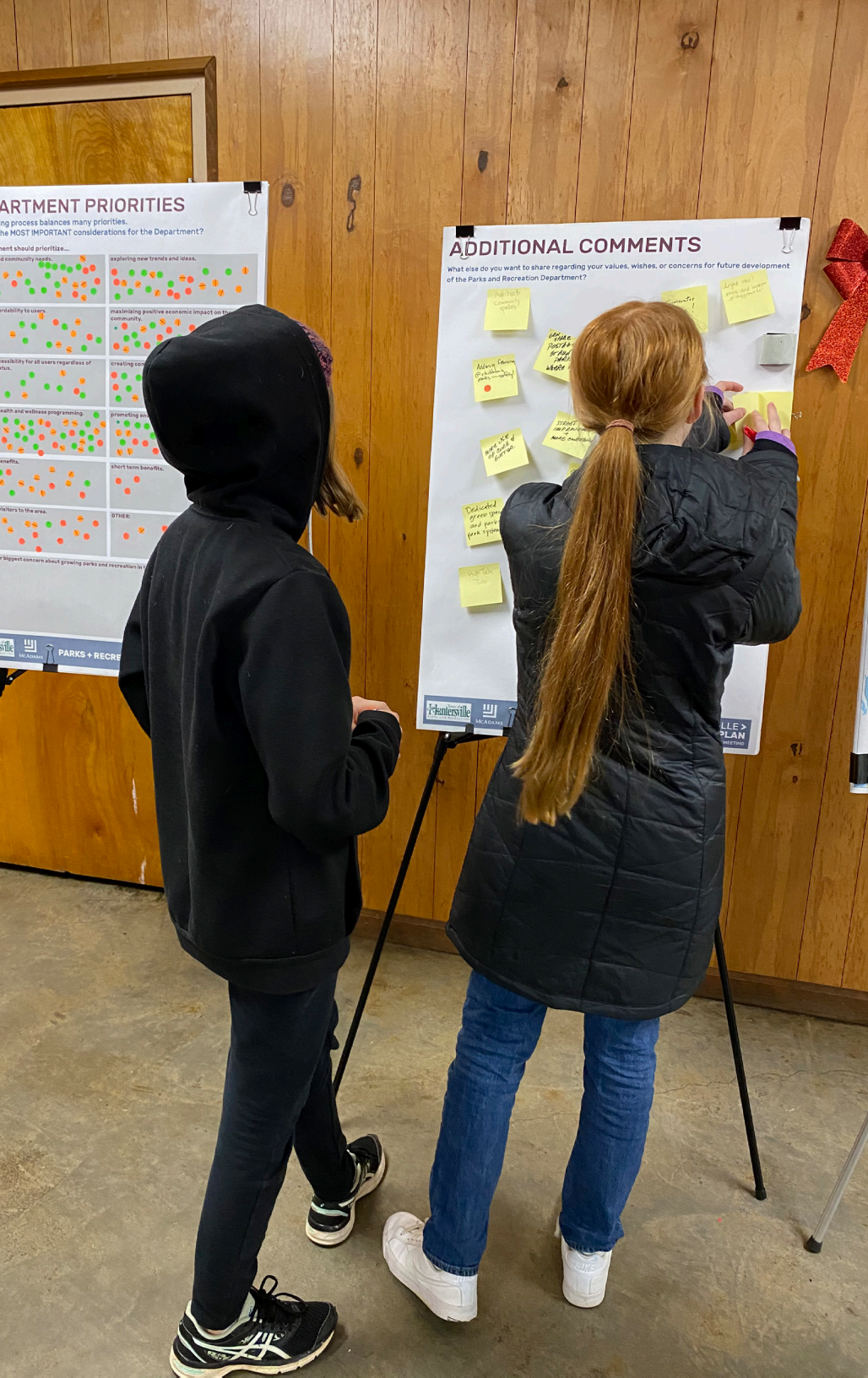
- › Add shelter/restroom building at the entrance to the park.
- › Add additional parking.
- › Resurface parking lot.
- › Add another shelter at lower playground.
- › Add Outdoor Fitness Equipment.

Waymer Park

- › Pave gravel walking trail.
- › Add sidewalks to connect all amenities together.
- › Turn basketball courts into multi-sport courts.
- › Add Outdoor Fitness Equipment.
- › Look at opportunities to add a Splash Pad.
- › Add shelter near the pine trees.

Maintenance/Operation Facility

- › Add five bay building with two climate control bays for proper storage of materials, supplies and equipment.



COMMUNITY ENGAGEMENT

IN THIS CHAPTER

Introduction

Public Open House 1: A Huntersville Christmas

2030 Huntersville Parks + Recreation Master Plan Online Questionnaire

Board of Commissioners Meeting

Parks + Recreation Commissioners Meeting



Client Name
COMMUNITY ENGAGEMENT

DEPARTMENT PRIORITIES

The planning process balances many priorities.
What are the MOST IMPORTANT considerations for the Department?

The department should prioritize...

serving stated community needs.



exploring new trends and ideas.



ensuring affordability to users.



maximizing positive economic impact on the community.



ensuring accessibility for all users regardless of disability status.



creating con



promoting health and wellness programming.



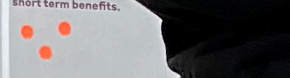
promoting env



long-term benefits.



short term benefits.



attracting visitors to the area.



OTHER:



What is your biggest concern about growing parks and recreation in t



PARKS + RECREATION

ADDITIONAL COMMENTS

What else do you want to share regarding your values, wishes, or concerns for future development of the Parks and Recreation Department?

Put back
Community
goals?

Community
goals?

Light rail
and other
infrastructure

Adaptation
Community
goals

Get some
postcard
of the
park
where

More use
of bike &
bicycle

STREET
IMPROVEMENT
MORE

Dedicated
green space
and park
park system

High Tech
Tools

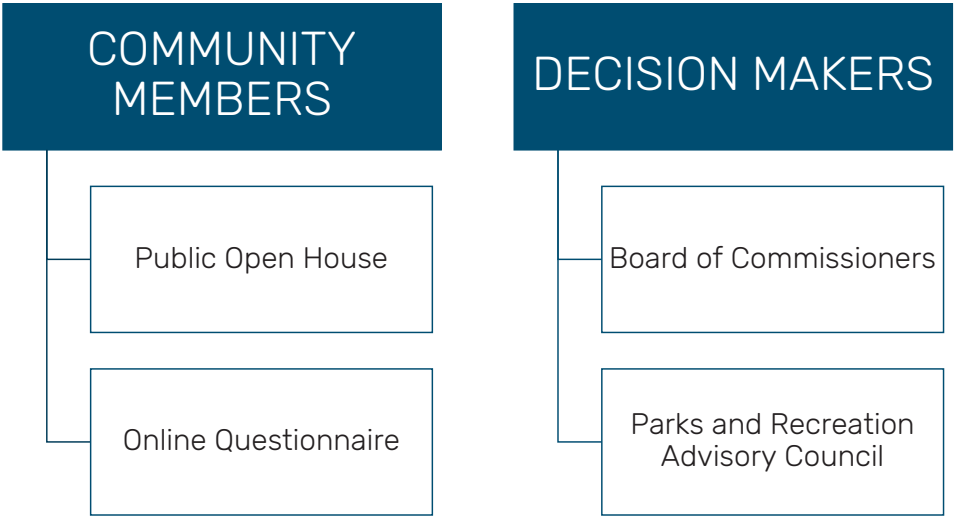


PLAN
MEETING

COMMUNITY ENGAGEMENT

Public input is an essential part of any planning process. The most effective plans are rooted in the realities and visions of the communities that created them. This comprehensive plan conducted community engagement via drop-in meetings, stakeholder meetings, and an online questionnaire. This section summarizes all public input received during the planning process.

This chapter includes the results of the community engagement conducted as part of this planning process. The community engagement plan was developed to gather feedback from Town residents, visitors, and decision makers. Residents and visitors provide feedback to inform what upgrades and expansions are need for the parks and recreation department within the next 10 years. Decision makers are informed of the planning process and received presentations about the results of the information gathering process.





Public Open House 1: A Huntersville Christmas

Date

December 7, 2019

Number of Attendees

Approximately 96

Purpose

The project team hosted a drop-in engagement booth at “A Huntersville Christmas” event and provided an opportunity for residents and non-residents of Huntersville to provide input with respect to community values, amenity and program needs and issues the participants saw as priorities for Huntersville’s Park and Recreation Department. Residents participated by using dots to record response on posters displaying questions. Residents and non-residents were given different color dots to record their answers.

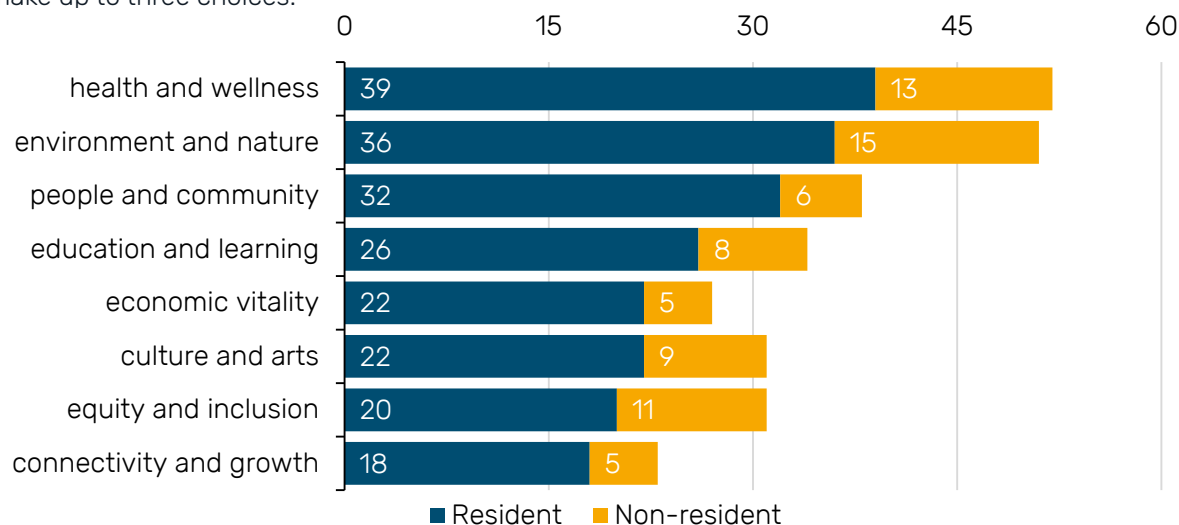
- **Community Values** requested participants identify their top three community values.
- **Amenities** requested that participants identify three amenities they would like to see added or expanded within Huntersville.
- **Programming** requested participants identify which programs they would like to see added or expanded within Huntersville.
- **Department Priorities** input requested participants identify three priorities the department should consider.

COMMUNITY VALUES

This section identifies which values participants hold for their community. The values of health and wellness, environment and nature, and people and community received the most responses.

The top three community values among Huntersville residents included health and wellness, environment and nature, and people and community. The top three community values among non-residents include health and wellness, environment and nature, and equity and inclusion. Responses suggest these values should be considered as the Department grows programs, facilities, trails, and parks.

Figure 1 - Responses to “What community values are most important to you?” Respondents could make up to three choices.



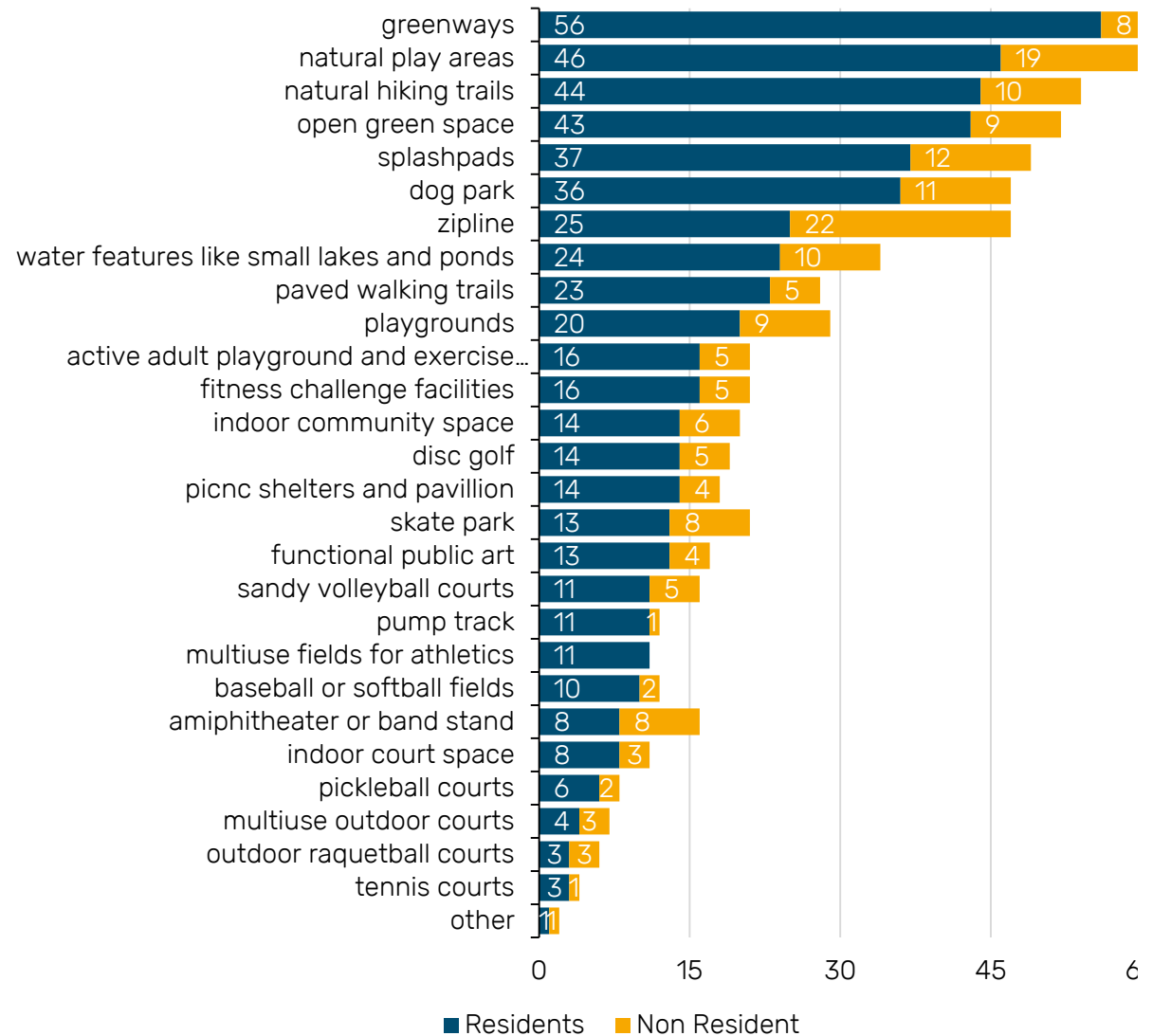


AMENITIES

Participants were able to choose three out of 24 amenities to identify as preferred choices of amenities they would like to see added or expanded to the Huntersville Parks and Recreation system. The top responses from Huntersville residents included greenways, natural play areas, and natural hiking trails. Non-residents specified their top amenity choices as including a zipline, natural play areas, and splash pads.

Residents' top response categories identified a desire for outdoor passive recreation opportunities, including greenways, natural hiking trails, natural play areas and open green space. The top amenities that residents selected included amenities that are not offered or are only limited within the parks and recreation system. This indicates a trend for new amenities. Both residents and non-residents stated top choices that were nature oriented.

Figure 2 - Responses to "Which amenities should the Department offer or expand?" Respondents could make up to three choices.



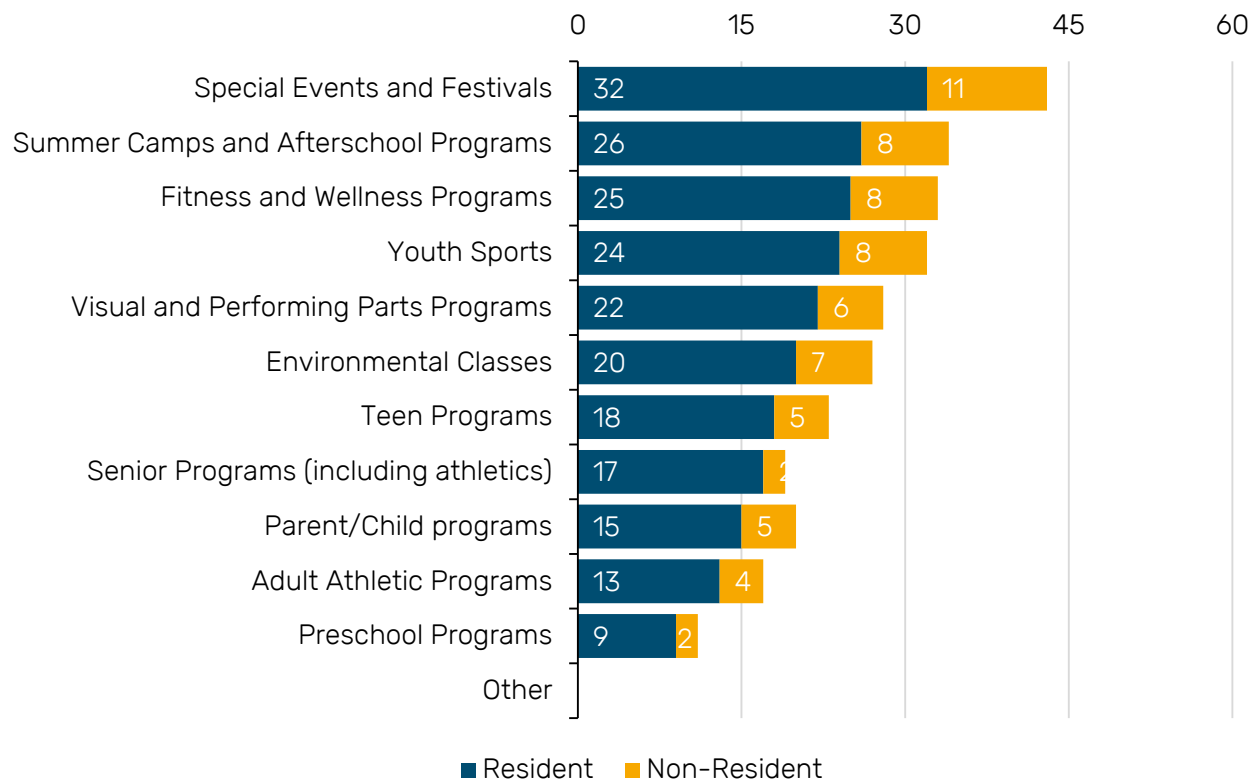


PROGRAMMING

Participants ranked the top three programs they would like to see the Department offer or expand. The items selected are programs that residents have asked for, programs that are in line with current trends, or programs that are already popular and may need to be expanded or refreshed. The top programming responses for residents included special events and festivals, summer camps and afterschool programs, and fitness and wellness programs. For non-residents, the top result was special events and festivals, and a three-way tie for the categories of summer camps and afterschool programs, fitness and wellness programs, and youth sports.

Results from this question indicate that residents and non-residents alike have similar programming desires. Special events and festivals received the most responses, with summer camp and afterschool programs, and fitness and wellness programs ranking second and third. Special events contribute to a community's identity and civic pride. Responses for this drop-in booth were collected at the Town's annual Christmas in Huntersville event. Other responses indicate a need for youth programming and health and wellness programming.

Figure 3 - Response to "Which programs should the Department offer or expand?" Respondents could make up to three choices.





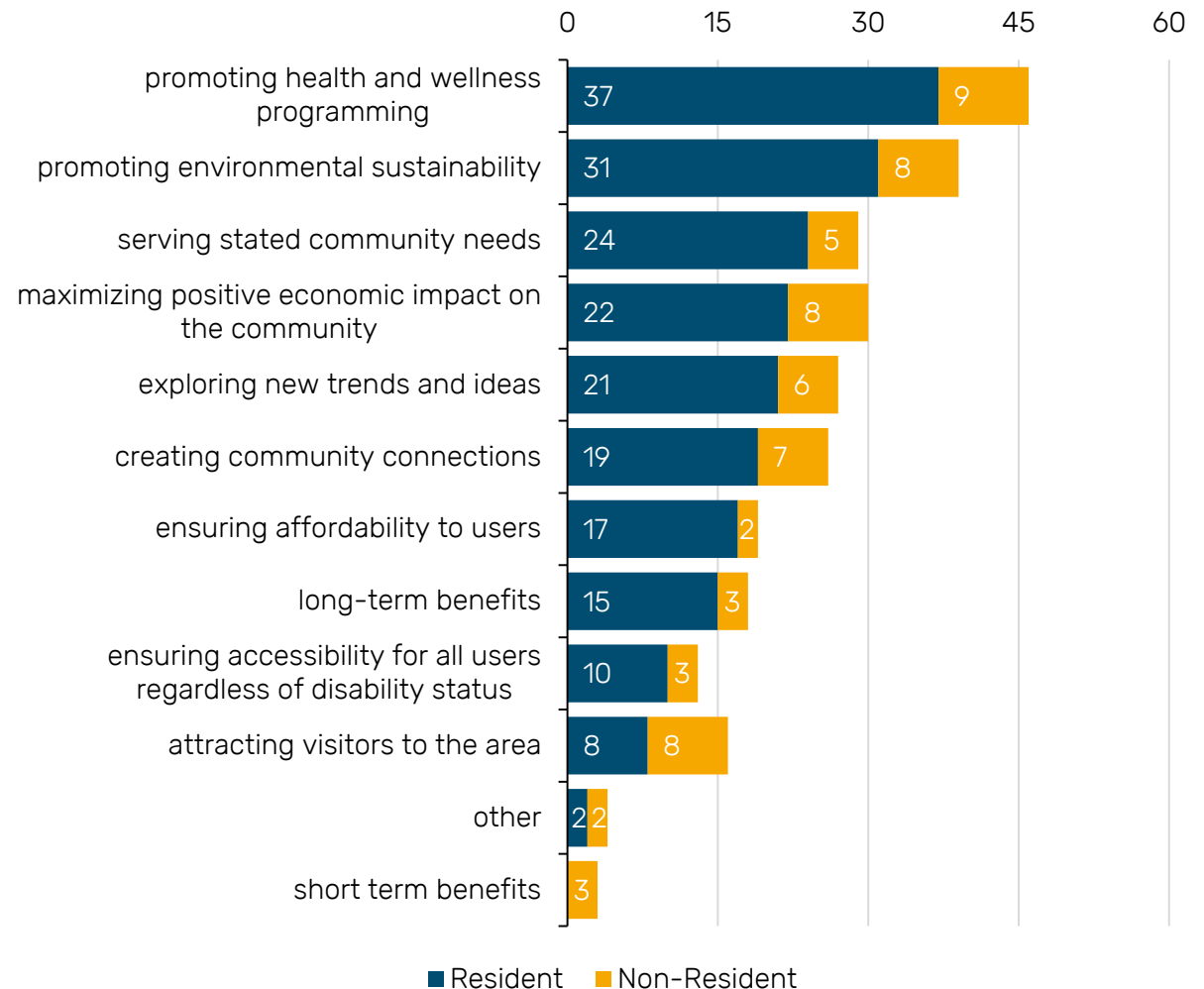
DEPARTMENT PRIORITIES

Participants ranked the top criteria for prioritizing investments in parks and recreation. Results from this question can inform future decisions regarding how to allocate resources for growing the parks and recreation system.

The top three responses for residents are promoting health and wellness programming, promoting environmental sustainability, and serving stated community needs. The top responses for non-residents include promoting health and wellness, with three items tied for second including promoting environmental sustainability, maximizing positive economic impact on the community, and attracting visitors to the area.

Results from the top choices of residents indicate residents would like to see investments that have a long-term impact on health and wellness, environmental sustainability, and community wellbeing. The top choices for non-residents provide information about visitors and why they may choose to come to the Huntersville Parks and Recreation events.

Figure 4 - Response to "How should the Department prioritize parks and recreation investments?" Respondents could make up to three choices.





2030 Huntersville Parks + Recreation master plan Online Questionnaire

Date

December 2019

Number of Respondents

487

Purpose

The online questionnaire asked respondents their opinions, wants, and needs regarding connectivity, amenities, programs, and community connections. The questionnaire was distributed online via the Town’s website and social media pages.

- › **Connectivity** asked respondents about their access to parks and recreation spaces.
- › **Amenities Offered** asked respondents about amenities they would like to see added or expanded within the Huntersville parks and recreation system.
- › **Programming Offered** asked respondents about programs they would like to see added or expanded within the Huntersville parks and recreation system.
- › **Community Connection** asked respondents about which advertising platforms they would like to use to hear about parks and recreation opportunities and connect with the Department.

DEMOGRAPHIC CONSIDERATIONS

The online questionnaire is an important tool for gauging input regarding the needs, wants, and opinions of Huntersville residents. The survey included three demographic questions to determine the demographic alignment of respondents with demographics of the Town.

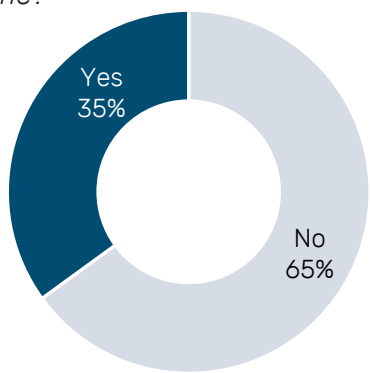
The comparison of respondent demographics compared to overall Town demographics indicate that seniors were underrepresented in the survey results, with 13 percent of survey respondents age 55 or over, and 22 percent of town residents age 55 or over. Gender was accurately captured among survey respondents, with 51 percent of respondents identifying as female. The racial demographic of respondents is not aligned with overall racial demographics of the Town, with 93 percent of survey respondents identifying as white, but only 71 percent of Town residents identifying as white. The proportions of survey respondents by race is included in the table below for comparison.

RACE	TOWN DEMOGRAPHIC	SURVEY RESPONDENT DEMOGRAPHIC
White	77%	93%
Hispanic or Latino	10%	2%
American Indian or Alaskan Native	0%	0%
African American or Black	12%	1%
Asian/Indian Subcontinent/Pacific Islander	4%	1%
No response	-	3%
Two or more races	3%	Not applicable
Other	4%	Not applicable

CONNECTIVITY

Thirty-five percent of survey respondents indicated that they are within walking distance of a Town park or facility, and 65 percent indicated that they are not within walking distance of a Town park or facility.

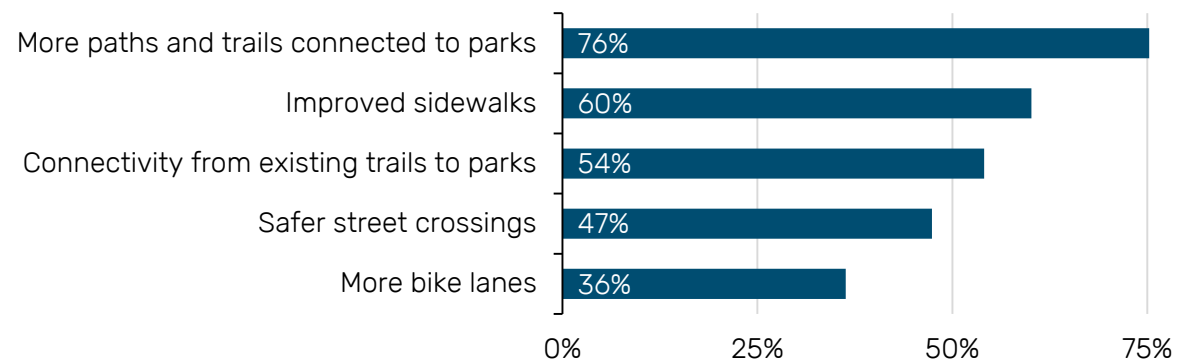
Figure 5 - Response to “Can you safely walk or bike to a town park or facility from your home?”



This discrepancy in walkability was also reflected in survey respondent’s comments. One respondent stated that “better connectivity to neighborhoods would be great.” Several respondents commented that they enjoy parks and facilities, but connectivity to these spaces is a key issue, stating that “many [parks] need better options to get there without driving” and “[parks and facilities] are good but not connected.” Responses indicate satisfaction with the current location of parks but as one respondent stated, “parks are good [but] getting to them is hard unless you’re in a car. Since Huntersville is all built around neighborhoods, focus on getting residents the ability to walk or bike to existing parks and connect the parks.”

Seventy-six percent of respondents indicated that their top strategy for accessing parks without driving would be to have more paths and trails connected to parks. Improved sidewalks and connecting existing trails to parks both received more than 50 percent support.

Figure 6 - Responses to “Which of the following items would help you access a park by walking or biking?” Respondents could select all that apply.





AMENITY OFFERINGS

The top five choices for amenities respondents would like to see added or expanded include: greenways (trails connecting to parks), nature hiking and fitness trails, playgrounds, picnic shelters and pavilions, and paved walking trails within a park. Three of these responses are trail related, reflecting the community's desire for connectivity within Huntersville.

Responses to an open-ended question indicated support for nature and open space, greenway trails, connectivity, safety, splash pads/water features, and disc golf. Other responses related to parks and amenities include concerns about safety from undesirable activities taking place in parks and a lack of lighting throughout the Town. Additional responses supporting connectivity included comments to have more greenways and connectivity east of Highway 115 and parks with trails. Respondents also mentioned splashpads, aquatics, and disc golf as other amenity options to add or expand. Respondents also demonstrated a desire for nature and open spaces noting that the Town's increased pace of development is limiting the opportunity to protect natural spaces and wildlife habitat.

A question asked respondents specifically about the importance of investing in Holbrook Park and the development of large parks. Fifty-two percent of participants found it

either very important or important to expand Holbrook Park with additional amenities. Seventy-six percent of respondents indicated that it is very important or important to develop large parks that have multiple amenities within one location. These results indicate strong support for investment in either or both of these options.

Figure 7 - Responses to "Please rate the level of importance of each of the following actions."

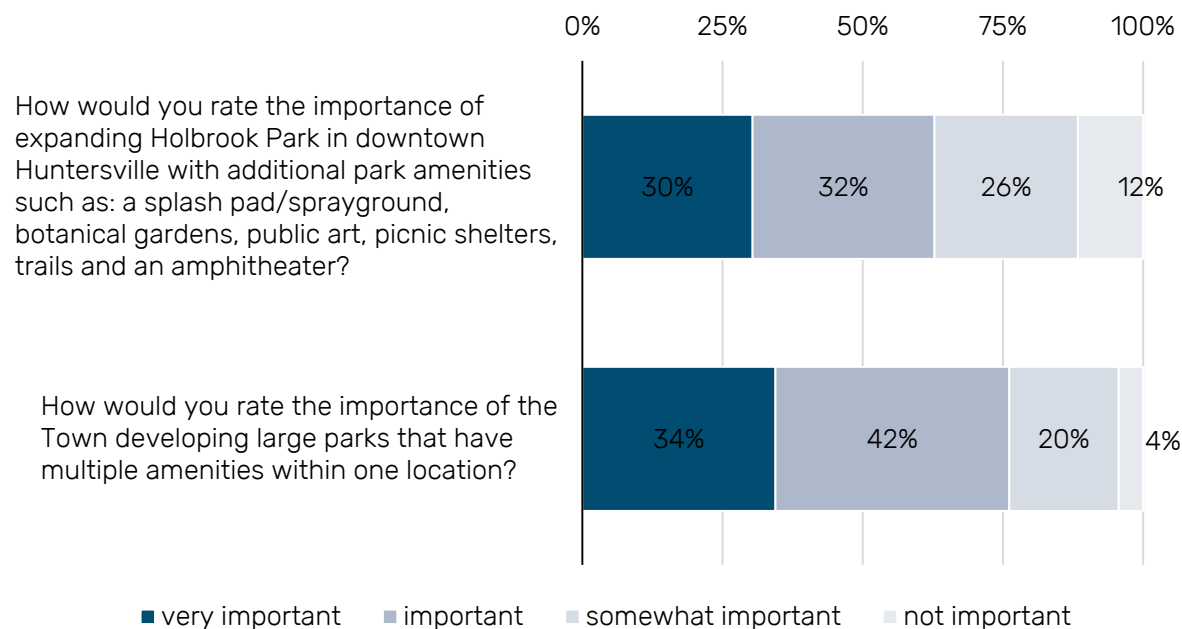
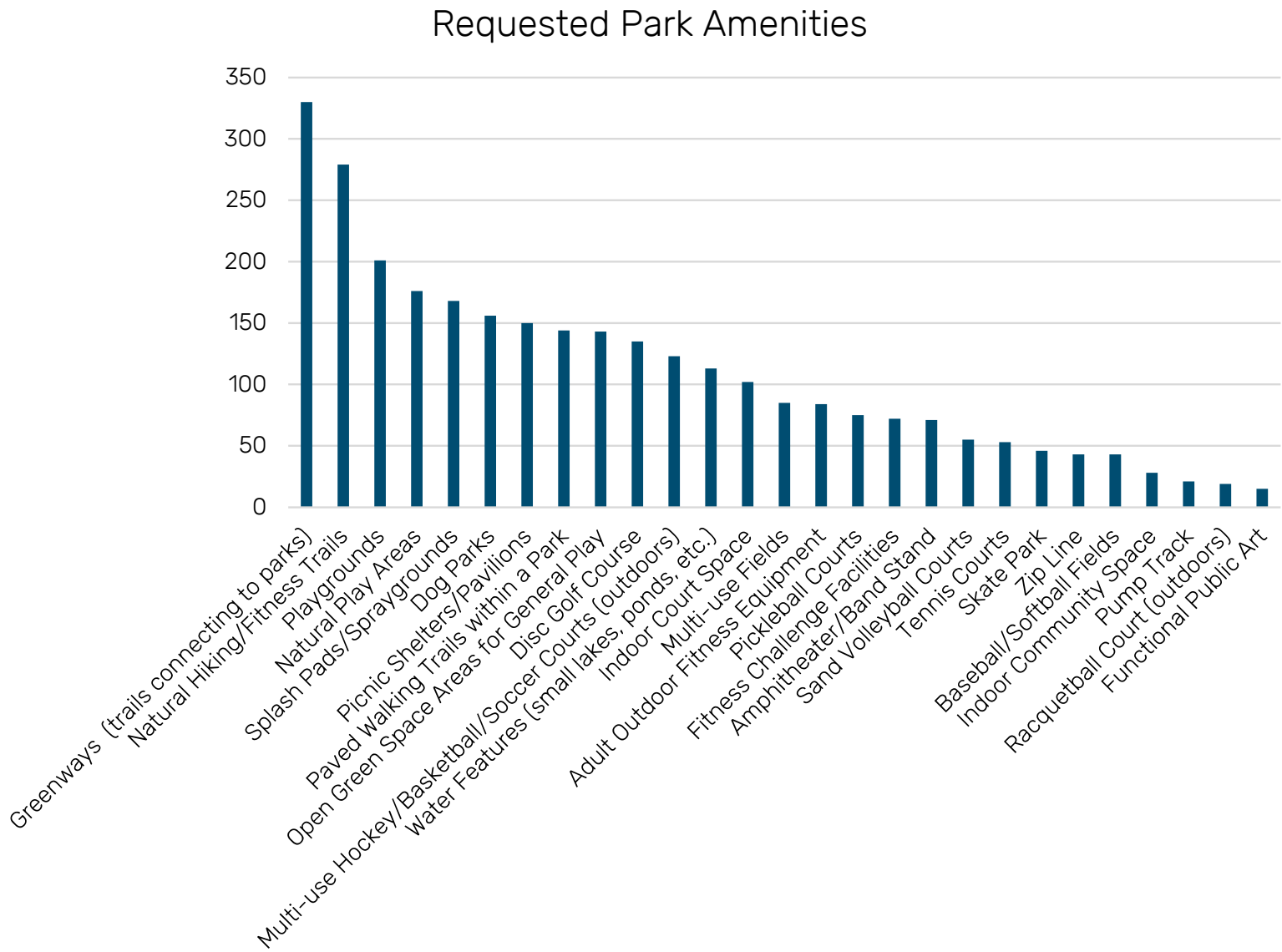


Figure 8 - Responses to “What additional or new recreational amenities would you like to have in Huntersville’s parks?”



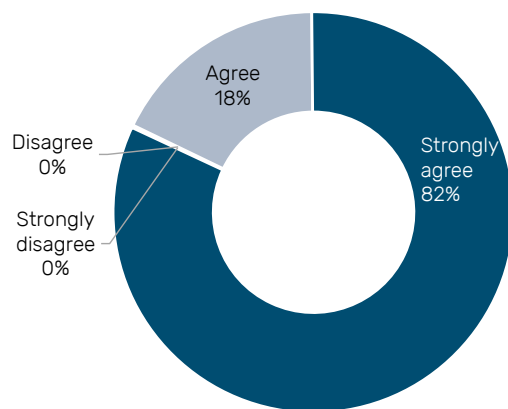


PROGRAM OFFERINGS

Eighty-two percent of survey respondents strongly agree that parks and recreation are important to the quality of life in Huntersville.

In figure 5, participants were asked to indicate the level that they agreed with the statement that parks and recreation facilities and programs are important to the quality of life in Huntersville. Respondents indicated that 100 percent strongly agreed or agree that programs are important to the quality of life in Huntersville.

Figure 9 - Response to "Please rate your level of agreement with the following statement: Parks and recreation facilities and programs are important to the quality of life in Huntersville."

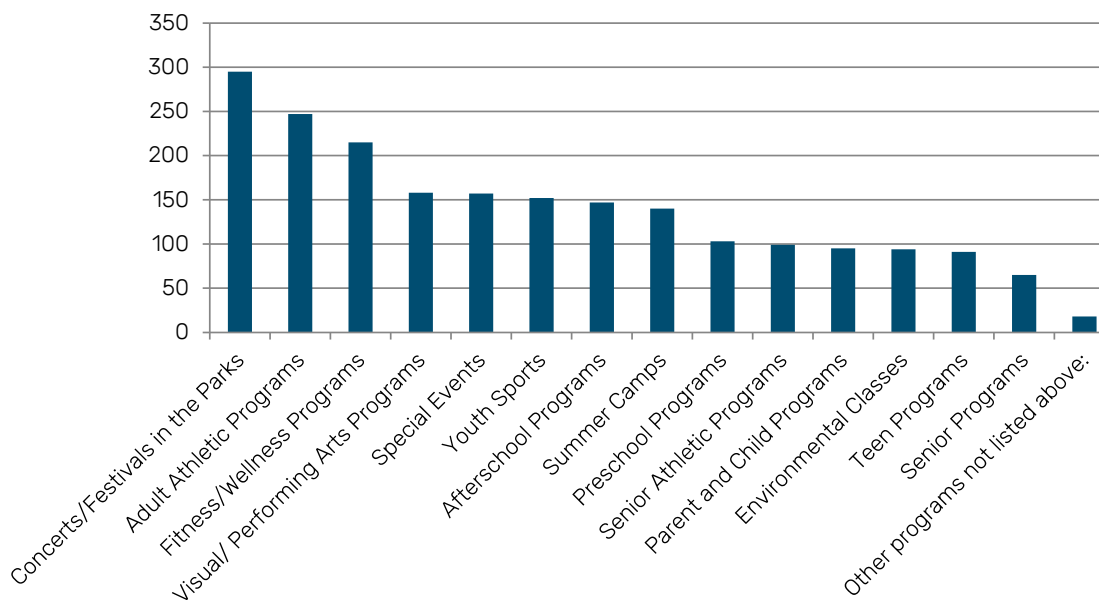


Results indicate that the top five choices for programs respondents would like to see added or expanded include: concerts and festivals in the parks, adult athletic programs, fitness and wellness programs, special events and visual and performing arts programs.

These programs include both larger scale events that happen occasionally, and smaller scale events that happen on a regular basis. Open-ended comments regarding programs identified several other desired programs including cooking and gardening classes, outdoor yoga, youth sports, biking programs, and fishing.

Figure 10 - Responses to "What type of programs would you or other household members have a need for Huntersville to offer?"

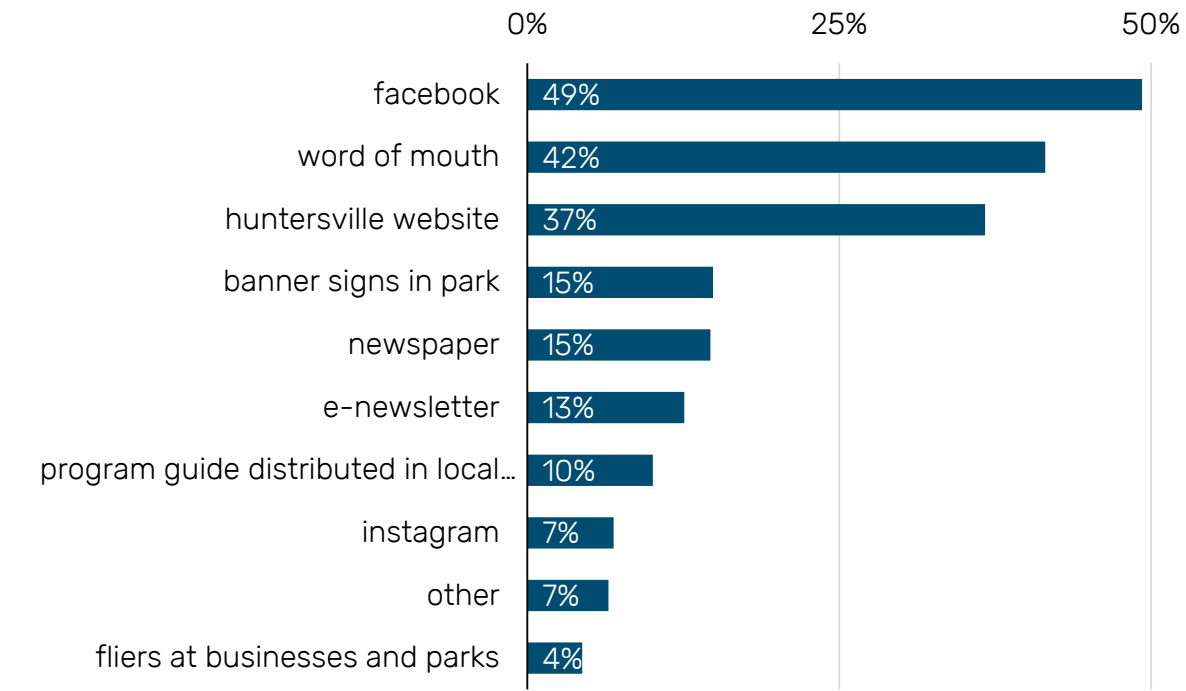
What type of programs would you or other household members have a need for the Town to offer? (PLEASE RANK YOUR TOP FIVE—With 1 being the most desired.)



COMMUNITY CONNECTION

Survey respondents indicate that Facebook, word of mouth, and the Huntersville website are the most common ways that respondents receive information about Huntersville Parks and Recreation offerings. The highest ranked responses are a combination of online and social media tools, and traditional engagement methods like word of mouth, banners, and newspaper ads.

Figure 11 - Responses to “How are you currently informed about Huntersville Parks and Recreation news?” Respondents could select all that apply.





Board of Commissioners Meetings

The project team held two focus group meetings with the Town of Huntersville Board of Commissioners to hear feedback regarding parks and recreation in Huntersville. The input from both of these meetings is summarized in the following section.

REPUTATION OF PARKS AND RECREATION AND HUNTERSVILLE

Commissioners noted the popularity of Veterans Park in Downtown Huntersville, noting that it “has become a focus or the center of the downtown area.” Commissioners stated that Veterans Park is the site of successful special events such as A Huntersville Christmas and Hello Huntersville. Commissioners also mentioned North Mecklenburg Park and the numerous programs the park hosts. One Commissioner stated the park “has everything there and is more convenient.” Commissioners repeatedly mentioned connectivity as a key aspect of the future of parks and recreation.

OPPORTUNITIES TO STRENGTHEN PARKS, RECREATION, CULTURAL RESOURCES, AND GREENWAYS

Commissioners noted that parks currently “lack connections” to neighborhoods and other community destinations. Additionally, few public transportation options to parks and

recreation destinations create challenges for residents and visitors alike. Throughout the meetings, several Commissioners mentioned that it was “critical to have connections!” and one answer to this problem proposed by several Commissioners was greenways. Commissioners had consensus that the community would benefit from “connections like a trail so people can get out” or “being able to use a greenway to walk to get a coffee.” One commissioner voiced community members regularly communicate that “families are looking for walkability and that it was very important to have greenways” within Huntersville.

VISION FOR THE NEXT 10 YEARS

The project team asked the Commissioners about their 10-year vision for the community. Visions included that parks and recreation services should evolve with the community and anticipate and understand future needs and trends. All Commissioners agree that investment in connections should be a major aspect of the 10-year parks and recreation plan. Ideas voiced during both Commissioner sessions were that the community could be “connection(ed) via greenways” and trails. During the first session, several of the Commissioners’ voiced that Huntersville should have park space in all the quads of Huntersville, noting that park open space did not necessarily have to be a large site in acreage but could be pocket parks like Abernathy Park. Additionally,

Commissioners voiced the importance of meeting the needs of all community members, and that Huntersville should offer the “ability to learn and play in Huntersville, it should just be something we do.” This concept was strengthened by the idea that parks should all have areas where people of the community, and regardless of their ability, could enjoy the space through options like inclusive play.

Furthermore, commissioners offered a separate vision for a park on Lake Norman, which is not currently offered by the Town. Public access to water was mentioned as important and the entire Commission seemed very inspired by trying to provide residents with a waterfront park.

PARTNERSHIPS

Commissioners responded favorable to continuing existing and future partnerships, stating that Huntersville benefits from “utilizing (existing) facilities and that reduces costs to the town.” Commissioners also noted that the community receives “high quality offerings” from these partnerships. Commissioners specifically mentioned the Huntersville Family Fitness and Aquatic Center and how this partnership enables the town to offer facilities they otherwise wouldn’t be able to provide such as swimming and aquatics. Commissioners also acknowledge the Town’s essential partnership with the Mecklenburg County School System,



noting that the partnership with “the County is very critical, (we need to) make sure it’s protected and fluid.” For future partnerships, making “agreements similar or streamline for partnerships so there is a standard rather than a perception” could address previous issues that occurred for a few partnerships with Huntersville. Additional ideas included working with local businesses, those “connections for partnerships” could not only help the business’ own interests but Parks and Recreation as well, which Commissioners believed currently “haven’t been tapped into local business” partnerships.



Parks + Recreation Commissioners Meeting

The project team met with the Huntersville Parks and Recreation Commission and conducted an asset mapping exercise similar to the activity facilitated with the Town Board of Commissioners. Commissioners also completed the community engagement materials used for the community engagement booth described earlier in this chapter.

REPUTATION OF PARKS AND RECREATION AND HUNTERSVILLE

Commissioners noted that a defining characteristic of their community is its proximity both to Charlotte and nearby rural areas. The discussion also touched on safety, walkability, and schools. Commissioners noted that the community's most visited parks include North Mecklenburg Park, Holbrook Park, Bradford Park, Richard Barry Park, and the Town's greenways.

When discussing parks that members visit the most, several mentioned North Mecklenburg Park as well as the greenways, Holbrook Park, Bradford Park, and Richard Barry Park. Park aspects that members specifically would like to see improved within the current park properties included expanded trail mileage, disc golf, improved parking and roads, and adding splashpads. Parks that are outside of Huntersville that members liked were Central

Park in New York City, New York, Freedom Park in Charlotte, North Carolina, Ramsey Creek Park and Falls Park, Greenville, South Carolina, and Reid Park in Charlotte, North Carolina. Aspects of those parks that Commissioners would like to see duplicated include rock outcrops, open space and the passive nature of Central Park or public art like that in Reid Park.

VISION FOR THE NEXT 10 YEARS

Members felt it was important within the next 10 years to focus on growth within Huntersville and developing connections with parks and recreation. Commissioners noted that Growth opportunities for Huntersville Parks and Recreation should be thoughtful and well-planned to ensure that community resources including available land and financial resources are used wisely. Commissioners had input regarding the west side of Huntersville, noting that it is important to consider development for community members in that area "before the west side of Huntersville fills in." Commissioners noted the potential for private development to fill gaps by providing greenways, open space, and parkland within their developments. Commissioners believed that inclusion is important for Parks and Recreation and there is a need to create the connection to those existing park spaces.

PARTNERSHIPS

Commissioners mentioned corporate

sponsorships as a way to achieve parks and recreation goals. For example, expanding partnerships with Huntersville Business park could expand access to biking and walking trails at corporate parks. Additionally, sponsorships with local small businesses are effective ways to cross promote local parks and the local small business community.

COMMISSIONER'S ACTIVITY

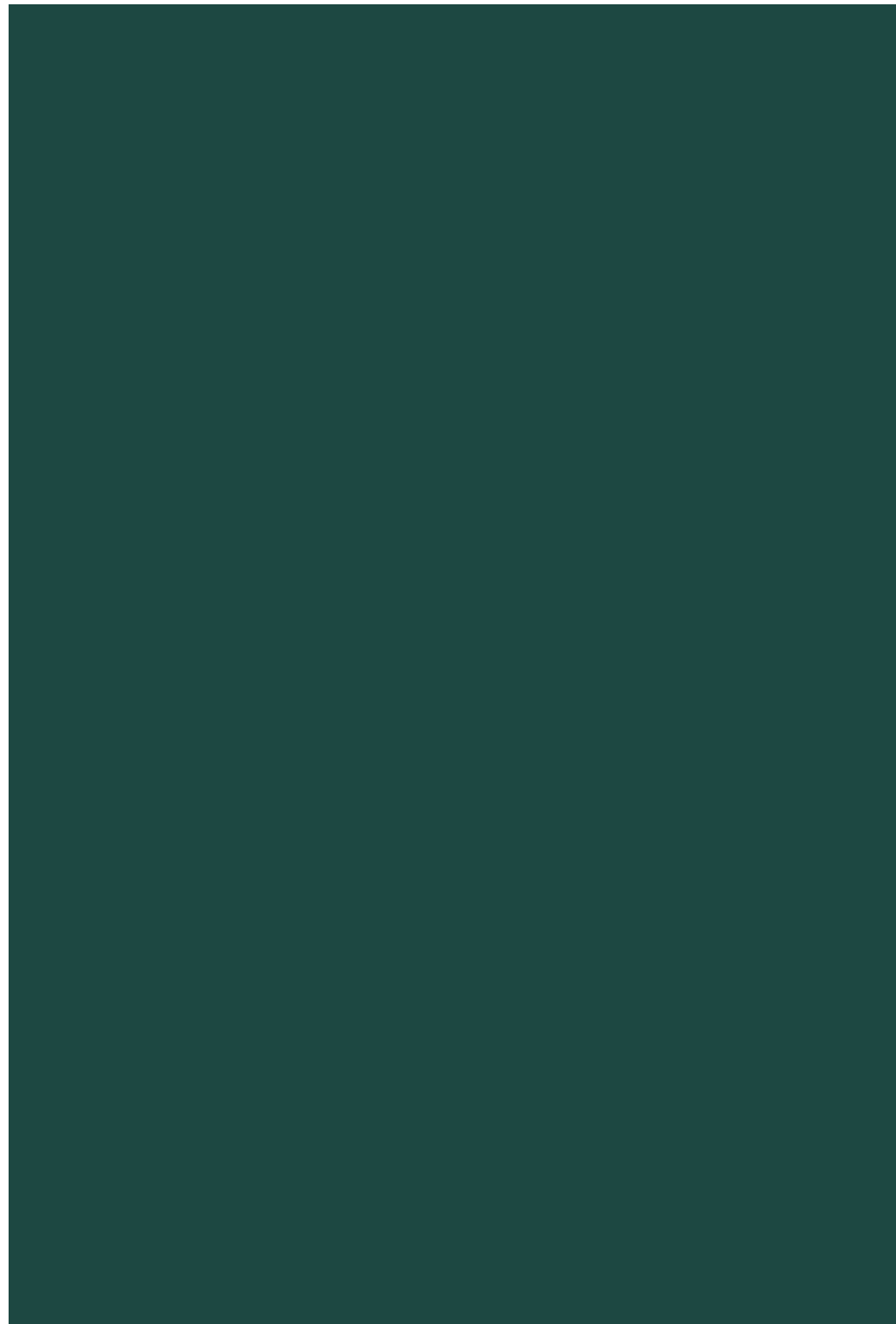
Commissioners participated in an engagement activity that mirrored the engagement activity held at the drop in community engagement booth at A Huntersville Christmas. Commissioners responded to questions about community values, department priorities, and amenity and program needs, and could use three stickers to respond to each item.

Results indicate that Commissioner's top community value was health and wellness. Tied for second place were the values of people and community, environment and nature, education and learning, equity and inclusion, economic vitality and connectivity and growth. Commissioner's responses indicated that the town should prioritize investments into parks and recreation based on ensuring accessibility for all users regardless of disability status, and creating community connections, serving stated community needs, promoting health and wellness programming, and promoting environmental sustainability. Commissioner's



responses for needed amenities include natural hiking trails, natural play areas, and playgrounds. Commissioner's response for needed programs include special events and festivals.

In the Amenity Needs category, natural hiking trails was a clear first, with natural play areas and playgrounds tied for second. With a small number of participants, a wide range of votes were spread among all possible response choices. These results do not indicate clear preferences for the group, but that overall, there is general support for a variety in parks and recreation.



LEVEL OF SERVICE + BENCHMARKING

IN THIS CHAPTER

Introduction

Level of Service

Benchmarking

Summary of Findings



Town of Huntersville
LEVEL OF SERVICE + BENCHMARKING



INTRODUCTION (SECTION HEADER)

Level of Service, Benchmarking and National Standards provide important metrics for guiding future growth in parks and recreation. Considered together, these metrics provide a broad understanding of current parks and recreation conditions in the Town, similar jurisdictions and nationally. This analysis provides detailed metrics and statistics that should be considered within the full context of parks and recreation services Huntersville is offering residents.

Level of Service, Benchmarking and national standards provide concrete numbers that allow for comparison. This plan does not adopt any standard wholesale, but considers the full analysis, staff input, and community input to help identify standards and metrics that will be meaningful points of guidance as the Town grows parks and recreation services to meet a growing population’s needs.

LEVEL OF SERVICE	BENCHMARKING
Measures the Department’s current offerings. Analysis is local. This analysis asks: What do we offer? The Level of Service analysis identifies what the Town is currently offering, based on current population. This metric is population based and forms a baseline standard moving into the future. The analysis answers the question, if Huntersville currently offers this much parkland for this many people, how much parkland will we need to serve the population in 10 years?	Compares measures among similar jurisdictions. Analysis is similar communities regionally. This analysis asks: What do others offer? The benchmarking analysis identifies communities that share similar characteristics with the Town of Huntersville and then compares data points across all communities. This generates an understanding of the department’s strengths and chosen areas of expertise. Shortcomings in the benchmarking may represent deficiencies or areas that have been deprioritized in favor of other priorities.



Level of Service

The level of service measures how much access to parks, trails and indoor facility space residents have based on the park system's current inventory and the jurisdiction's total population. The analysis identifies deficits or surpluses within what the department provides. The level of service, combined with benchmarking and best practices, will provide the foundation for this plan's recommendations of how much parkland, trails, and indoor facility space the department should acquire or construct to meet the recreation needs for the future, based on population growth.

METHODOLOGY

The level of service is a ratio that includes the current offering of parkland, trails, and facility space, divided by a portion of the current population. Parkland and trails are calculated based on a rate per 1,000 residents, and indoor facility space is based on a per capita rate, or rate per 1 resident. This difference reflects reporting standards created by the National Recreation and Parks Association.

The population figure used for this analysis is **64,665 residents**. This number is used throughout the plan as the estimate for Huntersville's 2020 population. The estimate is from the Town of Huntersville Planning Department and is consistent with the population projections created as part of

Huntersville's 2030 Community Plan adopted in 2011. Numbers have been rounded to two decimal places.

$$\frac{\text{parks and recreation offering}}{\text{portion of population}^*} = \text{Level of Service}$$

portion of population*
*(EITHER 1,000 population OR per capita)

This formula is used to determine current level of service for any given population number. Current level of service is determined using the current population, and future level of service is determined based on future population projections. This plan determines 2030 level of service using population projects determined in the Demographics and Trends chapter.

CURRENT LEVEL OF SERVICE

The Department's current level of service is summarized in the table below. The table shows the Department's offering for parkland, trails, indoor facility space, outdoor fields and courts, and selected park amenities. The columns show the level of service of facilities owned by the Town of Huntersville and facilities owned by other entities that the Town access through leases and joint use agreements. The right-hand column shows the combined level of service for both owned and leased or joint use facilities.

The purpose of the level of service analysis is to establish a baseline level of service standard for the Department's current offerings. This analysis also shows the spread of facilities that are Town owned and operated and facilities that are dependent on continued leases and joint use agreements. Creating the level of service as a ratio means that the Department can use this level of service standard to project future needs for parkland, trails, indoor facility space, outdoor fields and courts, and park amenities based on future population.



Table 1 – Town of Huntersville Parks and Recreation Department current level of service

	DEPARTMENT LEVEL OF SERVICE	JOINT USE LEVEL OF SERVICE	COMBINED LEVEL OF SERVICE
PARKLAND	0.22 acres of developed parkland per 1,000 residents	6.19 acres of developed parkland per 1,000 residents	6.40 acres of developed parkland per 1,000 residents
TRAILS	0.15 miles of trails per 1,000 residents	no joint use trails	0.15 miles of trails per 1,000 residents
INDOOR FACILITY SPACE	0.20 square feet of indoor recreation space per 1 resident (per capita)	0.87 square feet of indoor recreation space per 1 resident (per capita)	1.07 square feet of indoor recreation space per 1 resident (per capita)
OUTDOOR FIELDS + COURTS	0.12 outdoor fields and courts per 1,000 residents	0.94 outdoor fields and courts per 1,000 residents	1.06 outdoor fields and courts per 1,000 residents
AMENITIES	0.03 picnic shelters per 1,000 residents	0.11 picnic shelters per 1,000 residents	0.14 picnic shelters per 1,000 residents
	0.05 playgrounds per 1,000 residents	0.15 playgrounds per 1,000 residents	0.20 playgrounds per 1,000 residents

The current level of service analysis shows that the department is heavily dependent on parks and recreation facilities and amenities provided through joint use agreements. Joint use agreements can be a low-cost efficient method for expanding the parks and recreation system without large investments into parks and recreation infrastructure. However, joint use agreements may change over time and are not guaranteed for renewal at the end of the agreement cycle. The department's use of joint use agreements enables the community to achieve high levels of service for indoor facility space, outdoor fields and courts, and park amenities, but the Department is vulnerable to under-serving the community if these agreements ever expire without renewal.



Benchmarking

Benchmarking provides a direct comparison among peer communities with parks and recreation departments that have similar characteristics to the Town of Huntersville. Looking to peer communities is a valuable tool for decision-making, evaluation, and goal setting.

It is a common tendency to believe that numbers above the median are good and numbers below the median are bad. Another common tendency is to believe that numbers below the median must be brought up to the standard, while numbers above the median indicate a jurisdiction is over-providing a service. A better interpretation is to consider metrics as a representation of services the jurisdiction has chosen to invest in. A high metric may indicate a service particularly important to the Town. A low metric may indicate an area in need of additional investment, or an area that is not considered a priority. A benchmarking analysis may identify areas where the department is excelling or falling behind, but it is essential to understand the connections among all metrics rather than focus on one isolated fact.

METHODOLOGY

Peer communities should be jurisdictions that share similar enough characteristics to allow for a meaningful comparison, but still represent an

array of circumstances and situations among parks and recreation departments. The project team identified peer communities based on the following characteristics.

- › Communities with a similar population
- › Communities that serve as forward-looking comparisons
- › Departments that have similar facility and program offerings including athletic leagues, diverse parks, and cultural and performing arts.
- › Communities are growing
- › Communities located in the North Carolina

The project team distributed a questionnaire to each peer community. This report includes information from all reporting agencies.

PEER COMMUNITIES

The project team and Town staff selected peer communities to compare common parks and recreation metrics across different departments. No department can offer a one-to-one comparison and each department serves a different community and pursues different priorities.

Huntersville

- › Population: 67,269
- › Property tax rate per \$100 valuation: \$0.24

Burlington

- › Population: 55,000

- › Property tax rate per \$100 valuation: \$0.58

Chapel Hill

- › Population: 50,000
- › Property tax rate per \$100 valuation: \$0.544

Rocky Mount

- › Population: 56,000
- › Property tax rate per \$100 valuation: \$0.685

ANALYSIS

This benchmarking analysis summarizes data for the following categories to compare peer communities.

- › Parkland
- › Trails
- › Indoor facility space
- › Staffing

Parkland

Huntersville provides 6.4 acres of developed parkland per 1,000 population. This falls below the benchmarking median of 9.3 acres per 1,000 population. Huntersville is the second lowest ranked among peer communities for provision of developed parkland per 1,000 residents, with Burlington leading at 13.2 acres of developed parkland per 1,000 residents. This analysis includes parkland provided through joint use agreements for all jurisdictions except Rocky Mount, which does not have joint use agreements for parkland.

Many peer communities hold undeveloped parkland to accommodate future growth or to be held for environmental conservation. Huntersville holds 339 acres of undeveloped parkland, some of which may be used for future park development. Undeveloped parkland did not contribute to the acres per population calculation, but it does indicate the capacity a department has to accommodate future parkland growth. Huntersville ranks second in holdings of undeveloped parkland.

Some departments maintain land that does not contribute a recreational use to their community, such as a road right of way or Town office building lawn. Huntersville maintains 20 acres of land that does not contribute to the Department’s parkland provision or capacity to expand.

Figure 1 - Acreage of parkland types by peer community

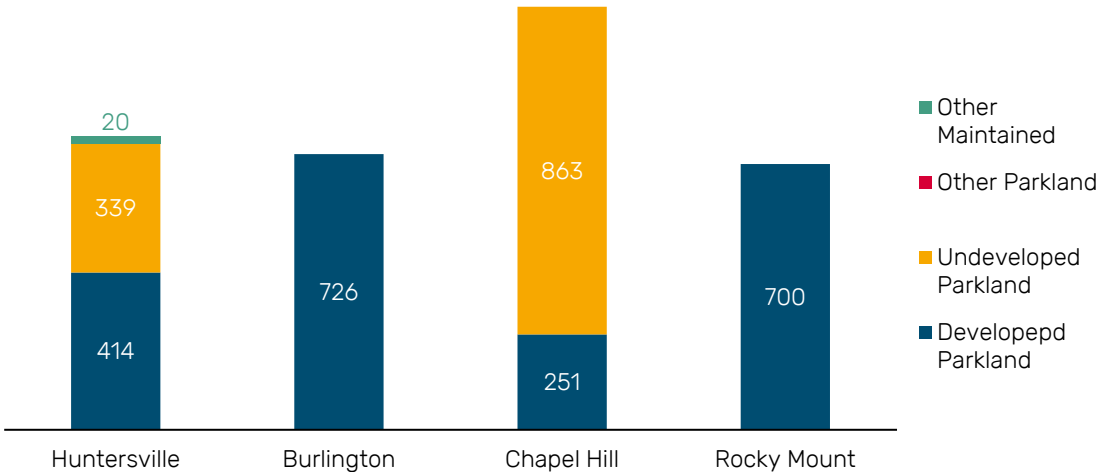


Table 3 - Acres of developed parkland per 1,000 population in peer communities

	ACRES OF DEVELOPED PARKLAND	POPULATION	ACRES OF DEVELOPED PARKLAND PER 1,000 POPULATION
Chapel Hill	251	50,000	5.0
Huntersville	331	67,269	6.4
Rocky Mount	700	56,000	12.5
Burlington	726	55,000	13.2
Median			9.3



Trails

Huntersville ranks lowest in trail mileage per 1,000 population, with 0.15 miles of trail per 1,000 population. Every peer community offers some form of trails, including natural surface trails, paved trails, walking loops. The 4 miles of trail classified as other in Huntersville include mountain bike trails. This analysis includes trails provided through joint use agreements for all jurisdictions except Rocky Mount, which does not have joint use agreements for trails.

Huntersville’s 0.15 miles of trail per 1,000 is below the median of 0.24 miles of trail per 1,000 population. Burlington is providing the highest level of service at 0.69 miles of trail per 1,000 population. Greenways have grown in popularity as communities recognize the recreational, transportation, and quality of life benefits trails provide. This analysis indicates that as many communities are undertaking the challenging task of constructing trails, some are emerging as leaders while others are just beginning the process.

Figure 2 - Mileage of trail types by peer community

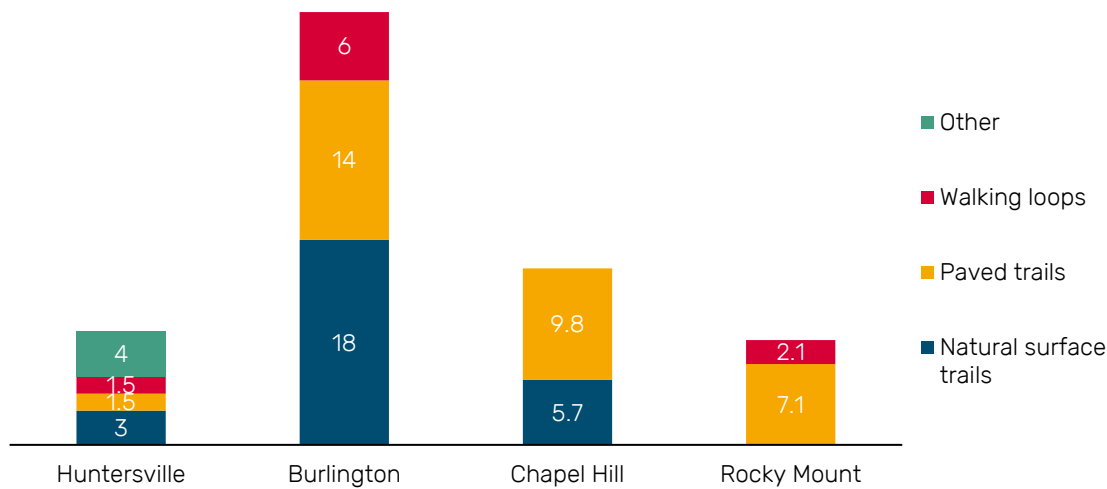
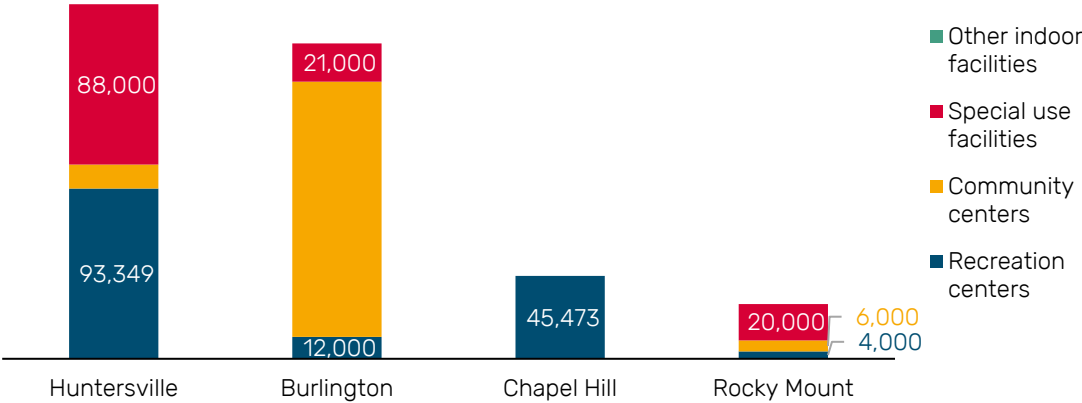


Table 4 - Miles of trail per 1,000 population

	MILES OF TRAIL	POPULATION	MILES OF TRAIL PER 1,000 POPULATION
Huntersville	10	67,269	0.15
Rocky Mount	9.2	56,000	0.16
Chapel Hill	15.5	50,000	0.31
Burlington	38	55,000	0.69
Median			0.24

Indoor Facility Space

Huntersville ranks second among peer communities for providing indoor facility space. The Department provides both recreation centers and community centers. This analysis includes square footage provided through joint use agreements for all jurisdictions except Rocky Mount, which does not have joint use agreements for indoor facility space. Huntersville provides 1.58 square feet of indoor recreation space per resident, which is slightly above the median of 1.25 square feet of indoor recreation space per resident.



	SQUARE FEET OF INDOOR RECREATION SPACE	POPULATION	SQUARE FEET OF INDOOR RECREATION SPACE PER RESIDENT
Rocky Mount	30,000	56,000	0.54
Chapel Hill	45,473	50,000	0.91
Huntersville	106,512	67,269	1.58
Burlington	173,000	55,000	3.15
Median			1.25



Staffing

Full-Time Equivalent (FTE) refers to the equivalent of a full-time staff member. Two staff members working 20-hour weeks would equal one FTE. The Huntersville Department has the lowest number of staff overall, and the lowest number of FTEs. This translates to a level of services of 11.03 acres of developed parkland per FTE. This is a rough standard that measures the size of the department’s resources to the staff responsible for programming and maintaining them. Huntersville’s standard is the median. The staffing level of service may vary throughout the year with seasonality, but this analysis uses annual staff numbers to generate one annual level of service.

Figure 10 - Number of employees per employment type by peer community

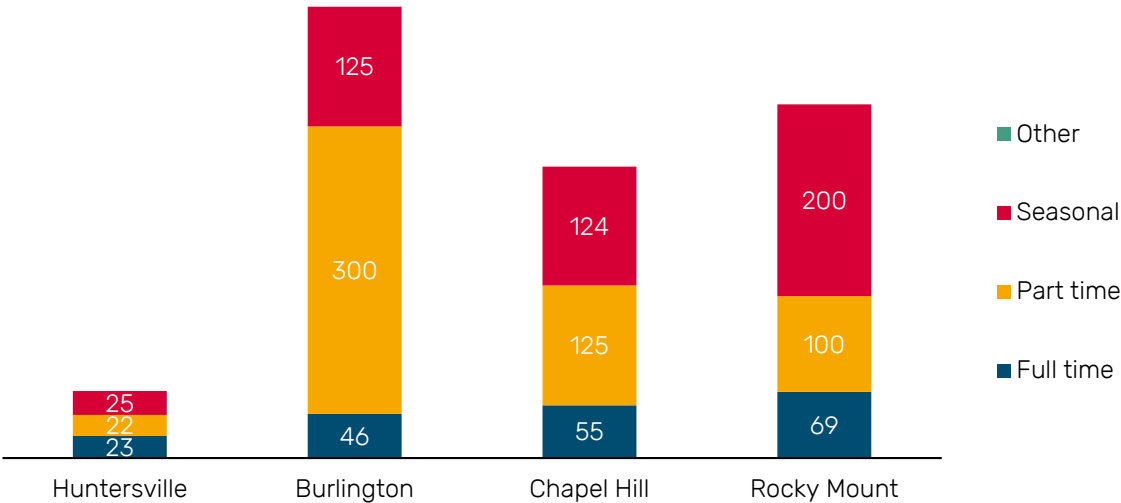


Table 6 - Acres of developed parkland per FTE

	DEVELOPED PARKLAND ACRES	TOTAL FTES	ACRES OF DEVELOPED PARKLAND PER FTE
Rocky Mount	700	no data	no data
Chapel Hill	251	180.25	1.39
Huntersville	331	30	11.03
Burlington	726	46	15.78
MEDIAN			11.03

RECREATIONAL RESOURCES SERVICE DATA

Recreation Resources Service (RRS) is a technical assistance program through North Carolina State University that provides support to Parks and Recreation Departments throughout the state. The Department recently worked with RRS to gather data about recreational amenities provided in similar communities. Information regarding the provision of tennis courts, baseball and softball fields, playgrounds, and multipurpose fields is summarized here. This data was collected separately from the data collected elsewhere in this plan and therefore lists different population numbers for the analysis.

Department Spending Per Capita

A department’s operating budget indicates the financial resources available to provide residents with parks and recreation services. The analysis indicates that Huntersville’s operating budget is low overall, and is also low on a per-capita basis. Huntersville ranks well below the median for the operating budget per capita among benchmarking communities. The Town of Huntersville efficiently uses their operational budget to ensure all residents receive the parks and recreation services they need. The analysis indicates that the Town may consider increasing the operational budget to ensure that the Department has the financial resources needed to competitively provide parks and recreation services to residents.

Table 7 - Operating Budget Per Capita from RRS Data

	POPULATION	OPERATING BUDGET	OPERATING BUDGET PER CAPITA
Huntersville	57,098	\$ 3,586,000	\$ 62.80
Wake Forest	44,046	\$ 3,098,602	\$ 70.35
Apex	50,451	\$ 3,863,974	\$ 76.59
Cornelius	31,737	\$ 2,753,880	\$ 86.77
Hickory	40,925	\$ 3,714,920	\$ 90.77
Chapel Hill	63,178	\$ 6,451,220	\$ 102.11
Burlington	53,625	\$ 7,130,866	\$ 132.98
Rocky Mount	54,242	\$ 7,805,995	\$ 143.91
Median			\$ 88.77



This data shows that the Town of Huntersville is ranking above the median of units per 1,000 residents for tennis courts, softball and baseball fields, and multipurpose fields. The Town is below the median for providing playgrounds. Since this analysis is derived from the units per 1,000 residents, the department will need to expand the system to keep pace with population growth in order to maintain the current numbers. If the Department would like to increase the number of units provided per 1,000 residents, they will need to provide additional units above and beyond what is required to keep pace with population growth.

		REC CENTER WITH GYM		TENNIS COURTS		OUTDOOR BASKETBALL COURTS		BASEBALL AND SOFTBALL FIELDS	
		TOTAL	UNITS PER 1,000 RESIDENTS	TOTAL	UNITS PER 1,000 RESIDENTS	TOTAL	UNITS PER 1,000 RESIDENTS	TOTAL	UNITS PER 1,000 RESIDENTS
Huntersville	57,098	8	0.14	21	0.37	7	0.12	25	0.44
Burlington	53,625	3	0.06	17	0.32	8	0.15	20	0.37
Chapel Hill	63,178	2	0.03	0	0.00	5	0.08	6	0.09
Cornelius	31,737	2	0.06	7	0.22	4	0.13	15	0.47
Rocky Mount	54,242	3	0.06	15	0.28	20	0.37	20	0.37
Median			0.06		0.28		0.13		0.37

		DISC GOLF		DOG PARKS		PLAYGROUNDS		RECTANGLE FIELDS	
		TOTAL	UNITS PER 1,000 RESIDENTS	TOTAL	UNITS PER 1,000 RESIDENTS	TOTAL	UNITS PER 1,000 RESIDENTS	TOTAL	UNITS PER 1,000 RESIDENTS
Huntersville	57,098	1	0.02	0	0.00	13	0.23	17	0.30
Burlington	53,625	1	0.02	1	0.02	33	0.62	25	0.47
Chapel Hill	63,178	1	0.02	4	0.06	15	0.24	8	0.13
Cornelius	31,737	2	0.06	0	0.00	10	0.32	7	0.22
Rocky Mount	54,242	5	0.09	1	0.02	55	1.01	0	0.00
Median			0.02		0.02		0.32		0.22

		VOLLEYBALL		AMPHITHEATER		SHELTERS		SPLASHPAD		TRAIL MILES	
		TOTAL	UNITS PER 1,000 RESIDENTS	TOTAL	UNITS PER 1,000 RESIDENTS	TOTAL	UNITS PER 1,000 RESIDENTS	TOTAL	UNITS PER 1,000 RESIDENTS	TOTAL	UNITS PER 1,000 RESIDENTS
Huntersville	57,098	2	0.04	1	0.02	8	0.14	0	0.00	10	0.18
Burlington	53,625	1	0.02	2	0.04	12	0.22	1	0.02	12	0.22
Chapel Hill	63,178	6	0.09	0	0.00	10	0.16	0	0.00	15.75	0.25
Cornelius	31,737	1	0.03	1	0.03	7	0.22	1	0.03	12	0.38
Rocky Mount	54,242	20	0.37	2	0.04	25	0.46	2	0.04	0	0.00
Median			0.04		0.03		0.22		0.02		0.22

Summary of Findings

Huntersville is below the median in providing developed parkland to residents. However, a significant amount of undeveloped land indicates the Town is well positioned to expand the park system as the population continues to grow. The Department ranks above the median for rectangle fields, baseball and softball fields, and tennis courts.

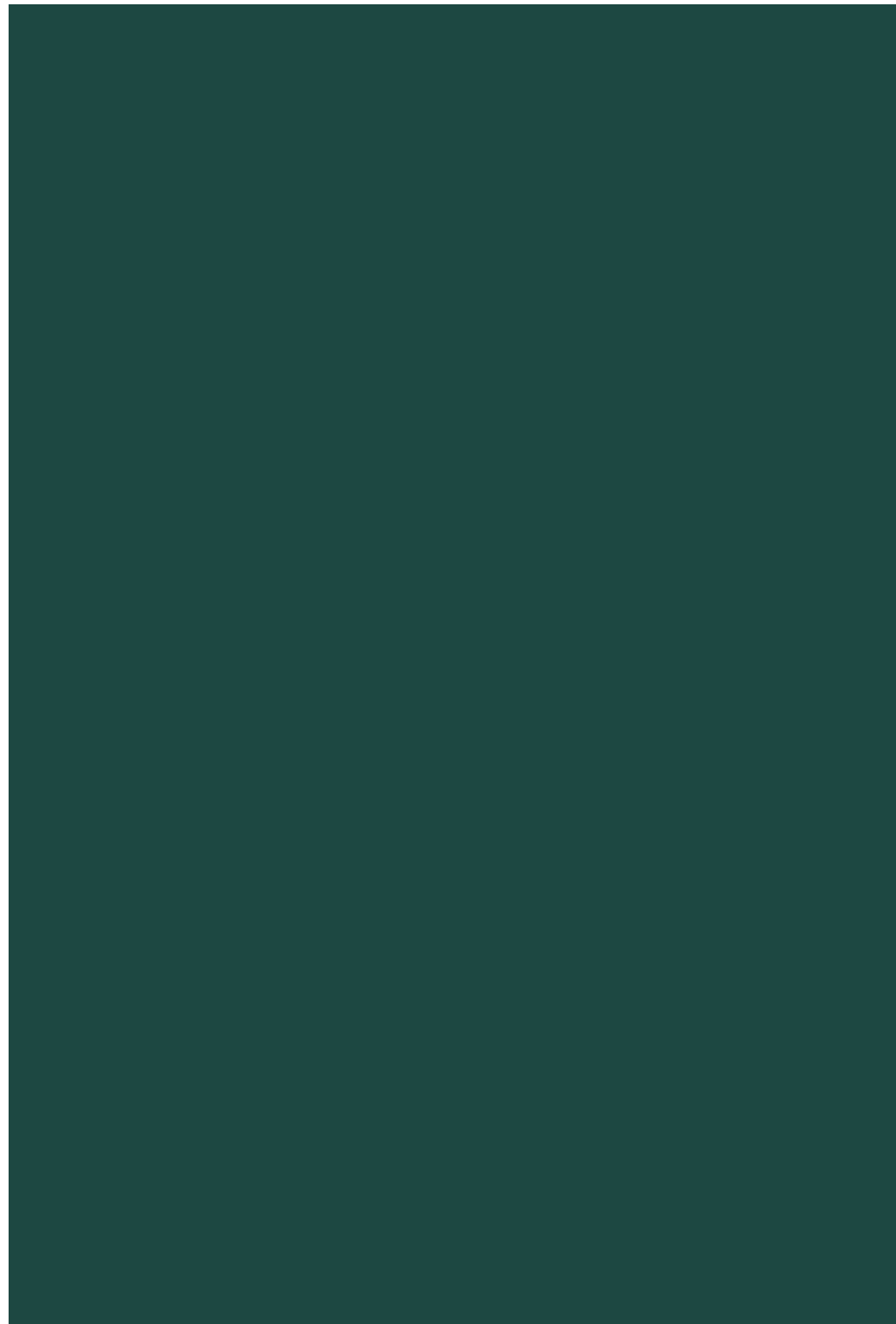
Huntersville ranks lowest overall in trail mileage per 1,000 population. This analysis indicates that Huntersville is behind in providing trail opportunities to residents, but the variety of their current offerings is good. Many

communities fall behind expected standards for trail provision as this is a newer trend in parks and recreation.

The Department ranks above the median for providing indoor facility square footage. This is likely due to the Department’s success with providing facilities through joint use agreements. Parks and recreation departments included in this study are not providing the variety of indoor recreation space that some other communities of similar size provide. For example, no community is offering performing arts space. This could be because these needs

are met elsewhere in the community, or it could represent a deficiency in these communities.

Huntersville ranks at the median for number of FTEs per acre of parkland, indicating that they are on target for have a staff that fits the current department provisions. However, overall department staff is lower than other departments, indicating that there could be a deficiency. As the Department’s need for staff will grow as the Department adds additional parks, trails, and facilities.



CHAPTER ACTION+ IMPLEMENTATION

IN THIS CHAPTER

Introduction

Connect

Provide

Preserve

Partner

Park Search Areas



ACTION + IMPLEMENTATION

An implementation plan with prioritized action items is outlined below. Items are prioritized as short-term, mid-term, long-term or ongoing. Action items receiving higher priority are those supported by significant community input or are items that have been delayed or postponed in the past but have significant bearing on achieving the goals of this plan. Each action item indicates a responsible party to foster accountability within the department.

GOAL	TIMELINE	TIMELINE CODE
Short-term	1 – 5 years	ST
Mid-term	5 – 10 years	MT
Long-term	10 + years	LT
Ongoing	Continual	OG



Connect the community to existing and future parks and programming with sidewalks and trails

Goal 1: Locate parks, trails, and facilities so all Huntersville residents are within a 10 minute walk of recreation services

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
1.1 Identify areas to expand parkland acreage.	1.1.1 - Increase number of residents living within a 10-minute walk of a park or trail.	P & R Admin	OG
	1.1.2 - Identify small or isolated communities within the Town that are underserved by current parkland offerings.	P & R Admin/ Planning	ST
	1.2.3 - Determine feasibility of providing parks or programming to residents in small or isolated communities	P & R Programming	ST

Goal 2: Create greenway trails that connect residents to parks and other destinations they want to go.

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
2.1 Implement the Greenway Master Plan	2.1.1 - Identify community needs, wants, and priorities to inform network routing.	P & R Admin/ Greenway Committee	ST
	2.1.2 - Create corridor studies of priority segments of greenway network.	P & R Admin/ Greenway Committee	OT
	2.1.3 - Create a plan that identifies location greenways, sidewalks and bike lanes to increase community connectivity.	P & R Admin/ Greenway Committee	ST
2.2 Provide design guidelines for trails built by the Town and private developers to ensure quality and consistency in trail construction	2.2.1 - Review Mecklenburg County design standards for trail cross sections and determine whether to adopt standards.	P & R Admin/ Greenway Committee	ST
	2.2.2 - Adopt Mecklenburg County design standards by reference into the Town's UDO	P & R Admin/ Greenway Committee	ST
	2.2.3 - Communicate and enforce trail design standards.	P & R Admin/ Greenway Committee	OG



OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
2.3 Identify funding sources to implement greenway construction.	2.3.1 - Incorporate priority greenway trail segments into the Town's Capital Improvement Plan	P & R Admin/ Greenway Committee	OG
	2.3.2 - Identify grant funding sources to assist with greenway planning and construction.	P & R Admin/ Greenway Committee	OG
	2.3.3 - Create opportunities for private sponsorship through naming rights.	P & R Admin/ Greenway Committee	OG
2.4 Pursue partnerships with Mecklenburg County to implement trail construction.	2.4.1 - Prioritize major corridors for partnerships.	P & R Admin/ Greenway Committee	MT
	2.4.2 - Identify points of connection that provide needed connections to destinations within Huntersville.	P & R Admin/ Greenway Committee	ST
	2.4.3 - Create fund to pay for construction of connection points at strategic locations along major corridors.	P & R Admin/ Greenway Committee	LT

Goal 3: Increase community connectivity by identifying how to connect neighborhoods to a greater greenway and sidewalk network.

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
3.1 Identify existing gaps in community connectivity.	3.1.1 - Identify priority connections that link residential areas to commercial areas	P & R Admin/ Greenway Committee	ST
	3.1.2 - Identify priority connections that connect to destinations the community desires.	P & R Admin/ Greenway Committee	ST
	3.1.3 - Identify priority connections that integrate into the Town's planned improvements to the transportation system.	P & R Admin/ Greenway Committee	ST
3.2 Work with Town transportation planners to incorporate parks and recreation goals for greenways planning into transportation planning.	3.2.1 - Meet annually with transportation planners to discuss goals, upcoming projects, and successes.	P & R Admin/ Greenway Committee	OG
	3.2.2 - Ensure the integration of greenway goals and objectives into other transportation planning projects.	P & R Admin/ Greenway Committee	OG
	3.2.3 - Ensure scheduled updates to transportation infrastructure to include bicycle and pedestrian facilities.	P & R Admin/ Greenway Committee	OG



Goal 4: Continue to increase the number of civic events in Huntersville

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
4.1 Understand economic impact of Department hosted events.	4.1.1 - Conduct an economic impact analysis that calculates the economic benefit generated from the Town's events.	P & R Admin / Event Coordinator	ST
	4.1.2 - Collect intercept surveys of event attendees to determine approximate dollars spent in the community while residents and visitors attend the event.	P & R Event Coordinator	OG
	4.1.3 - Include results of economic impact assessment in the Department's annual report.	P & R Event Coordinator	OG
	4.1.4 - Partner with downtown businesses to understand their unique needs to ensure community events are supportive.	P & R Event Coordinator	ST
4.2 Create business plans for using park event venues as reservable space to identify revenue potential.	4.2.1 - Identify capacity for events based on facility space, department and partner capacity, and local interest.	P & R Admin/Event Coordinator	MT
	4.2.2 - Determine revenue potential for events based on rental fees or vendor fees.	Event Coordinator	ST
4.3 Make facilities available to support other groups providing events	4.3.1 - Operate downtown event venues as a service to residents.	P & R Event Coordinator	ST
	4.3.2 - Create rental policies regarding expectations for partner groups using reservation spaces.	P & R Event Coordinator	ST
	4.3.3 - Cross promote Town programs and events with partner provided events.	P & R Event Coordinator	ST
4.4 Expand event offerings and event space.	4.4.1 - Identify opportunities to create new civic traditions by expanding the number of annual events Huntersville currently offers.	P & R Event Coordinator	OG
	4.4.2 - Conduct feasibility study of creating an event space at Holbrook Park	P & R Admin/Event Coordinator	ST



Provide Parks and recreation services to the entire community

Goal 1: Expand and improve parks and programming to meet stated community needs

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
1.1 Use results of community engagement when identifying amenities for existing park upgrades and future park development	1.1.1 - Identify opportunities to create the following amenities identified as high priority through community engagement booth. - Greenways - Natural play areas - Natural hiking trails - Open space - Splashpads	P & R Admin	OG
	1.1.2 - Identify opportunities to create the following amenities identified as a high priority through online survey: - Greenways - Nature hiking and fitness trails - Playgrounds - Picnic shelters and pavilions - Paved walking trails within a park	P & R Admin	OG
1.2 Use results of community engagement when identifying programs for expansion or introduction.	1.2.1 - Identify opportunities to create the following programs identified as high priority through a community engagement booth. - Special events and festivals - Summer camps and afterschool programs - Fitness and wellness programs - Youth sports - Visual and performing arts programs	P & R Programming/ Events	ST
	1.2.2 - Identify opportunities to create the following programs identified as a high priority through online survey: - Concerts and festivals in the parks - Adult athletic programs - Fitness and wellness programs - Special events - Visual and performing arts programs	P & R Programming/ Events	ST



1.3 Prioritize stated community needs and wants based on community preferences for prioritizing investments into parks and recreation.	1.3.1 - Prioritize investment into amenities and programs based on community input that identified the following priorities: - Promoting health and wellness programming - Promoting environmental sustainability - Serving stated community needs - Maximizing positive economic impact on the community - Exploring new trends and ideas	P & R Admin	OG
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Goal 2: Provide needed park improvements

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
2.1 Complete improvements identified in the Capital Improvement Plan	2.1.1 - Use funds budgeted through the CIP to undertake planned park improvements including: New Ranson Park Development Bradford Park Soccer Parking Athletic Field Lighting - Waymer & Abernethy Barry Park Restroom Addition Holbrook Park Tennis Court Rebuild Lower McDowell Creek Greenway Clarke Creek Greenway The Park Huntersville Greenway McIlwaine Park Phase 1 Holbrook Park expansion Recreation Center - Expansion HAP Infield turf (2 new and 2 replace) Bradford Park Phase 3 Development of Cook/Pennington Property	P & R Admin	MT



2.2 Upgrade existing parks to reflect best practices in park design for: -Diversity of park amenities -Green infrastructure -Maintenance - ADA + inclusivity -Shade + comfort - Placemaking - Connectivity - CPTED + Safety - Provide pour in place surfacing for all playgrounds.	2.2.1 - Complete detailed list of upgrades for individual parks, estimate cost and request funding as part of operational budget or CIP.	P & R Admin/ Operations	ST
	2.2.2 - Improve overall visual appearance of parks and facilities and improve longevity of equipment and materials.	P & R Operations	OG
	2.2.3 - Create detailed maintenance plans and deferred maintenance lists that are routinely updated and implemented as the expectations of Department are met.	P & R Operations	OG
	2.2.4 - Include requirement for experience with listed best practices in released RFQ's for design services	P & R Admin	OG
	2.2.5 - Confirm best practices are met throughout planning, design and construction phases	P & R Admin	MT
	2.2.6 - Incorporate public art into parks through placemaking elements such as signage, benches, lighting, interactive features, play equipment	P & R Admin/ Public Art Committee	ST
	2.2.7 - Seek alternative grant funding sources to fund park design elements that address elements of health and wellness and public art.	P & R Admin/ Public Art Committee	OG

Goal 3: Provide parks and recreation services to all Huntersville residents by ensuring geographic distribution of parks, amenities, and facilities.

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
3.1 Secure additional parkland within the recommended park search areas	3.1.1 - Use site suitability analysis to inform site selection for parkland acquisition	P & R Admin	MT
	3.1.2 - Complete due diligence priority to acquiring land to ensure that property is suited for the desired use.	P & R Admin	OG
3.2 Expand geographic reach of Department programming by identifying community partnerships.	3.2.1 - Identify private partners in areas without public parks and facilities where the Department can host programs.	P & R Programming	ST
	3.2.2 - Track location and attendance at partnership events to measure impact	P & R Events	OG
	3.2.3 - Create quality and performance standards for programs held at non-public facilities to ensure the Department's standard of quality is maintained.	P & R Programming	OG



Preserve parkland for future generations by pursuing opportunities to acquire and develop new parkland and parks.

Goal 1: Increase provision of parkland, trails, and indoor facility space based on level of service standards

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
1.1 Achieve a level of service of 9.3 acres of parkland per 1,000 residents during the 10-year planning horizon.	1.1.1 - <i>Acquire</i> an additional 355.2 acres of parkland to achieve the desired level of service for the 2030 projected population.	P & R Admin/ PRC	LT
1.2 Achieve a level of services of 0.5 miles of trail per 1,000 residents during the 10-year planning horizon.	1.2.1 - Construct an additional 33.4 miles of trails to achieve the desired level of service for the 2030 projected population.	P & R Admin/ Greenway Committee	LT
1.3 Maintain a level of services of 2.89 square feet of indoor recreation space per resident during the 10-year planning horizon.	1.3.1 - Construct an additional 44,505 square feet of indoor recreation space to maintain the desired level of service for the 2030 projected population.	P & R Admin/ PRC	LT
1.4 Achieve a level of service of 0.32 playgrounds per 1,000 residents during the 10-year planning horizon.	1.4.1 - Construct an additional 13 playgrounds to achieve the desired level of service for the 2030 projected population.	P & R Admin/ PRC	LT
1.5 Maintain a level of services of 0.44 ballfields per 1,000 residents during the 10-year planning horizon.	1.5.1 - Construct or provide through joint use agreements an additional 11 ballfields to maintain the desired level of service for the 2030 projected population.	P & R Admin/ PRC	LT



Goal 2: pursue land acquisition Strategies to increase parkland level of service

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
2.1 Determine criteria parcels must meet to be considered for development as future parkland.	2.1.1 - Based on community needs and park search areas, determine minimum requirements parcels must meet for the Town to invest in acquisition.	P & R Admin	MT
	2.1.2 - Considerations include developable area, connectivity to adjacent areas, presence of hazardous materials, utility access, and more.	P & R Admin/ Planning	MT
	2.1.3 - Include land use and zoning in criteria to ensure that parks do not remove developable land from land uses and zones with limited availability.	P & R Admin/ Planning/EDC	OG
2.2 Ensure park search areas are prioritized for land acquisition and include waterfront parkland as an acquisition priority.	2.2.1 - Identify potential park parcels within the designated park search areas based on acreage requirements, land cover, developability, and more.	P & R Admin/ Planning	MT
	2.2.2 - Create a process for the Town to track when parcels become available.	P&R Admin/Planning	OG
	2.2.3 - Dedicate funding for acquisition to ensure the Town has the funds to act when parcels become available.	P & R Admin/ PRC	ST

Goal 3: Develop parks to meet needs of surrounding community.

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	
3.1 Pursue master planning process for all new parks	3.1.1 - Use as a starting point the community needs and wants identified through this plan's community engagement.	P & R Admin/ PRC	ST
	3.1.2 - Conduct design due diligence prior to master planning.	P & R Admin	MT
	3.1.3 - Pursue community engagement to gather feedback on proposed designs.	P & R Admin	OG
	3.1.4 - Finalize design based on community needs and staff capacity.	P & R Admin	OG
3.2 Budget for the development of new parks, trails, and indoor recreation space.	3.2.1 - Request funding for new parks, trails, and facilities through the Town's Capital Improvement Plan.	P & R Admin	OG
	3.2.2 - Identify grant funding opportunities	P & R Admin	OG
	3.2.3 - Identify sponsorships	P & R Admin	OG



Partner with public and private organizations to provide high quality parks and recreation opportunities for Huntersville residents

Goal 1: Create and follow procedure for renewal of joint use agreements

OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
1.1 Identify and document Departmental needs and goals for negotiating joint use partnerships.	1.1.1 - Consider need to have site control and programming priority for facilities.	P & R Admin	OG
	1.1.2 - Determine Department staff capacity to take on maintenance needs for joint use facilities.	P & R Operations	OG
1.2 Identify future facilities and create opportunities for new joint use agreements.	1.2.1 - Track plans for new schools and parks built by the County or public, private, or charter schools to pursue joint use agreements for any new facilities in Huntersville	P & R Admin/ Planning/Local Schools	OG

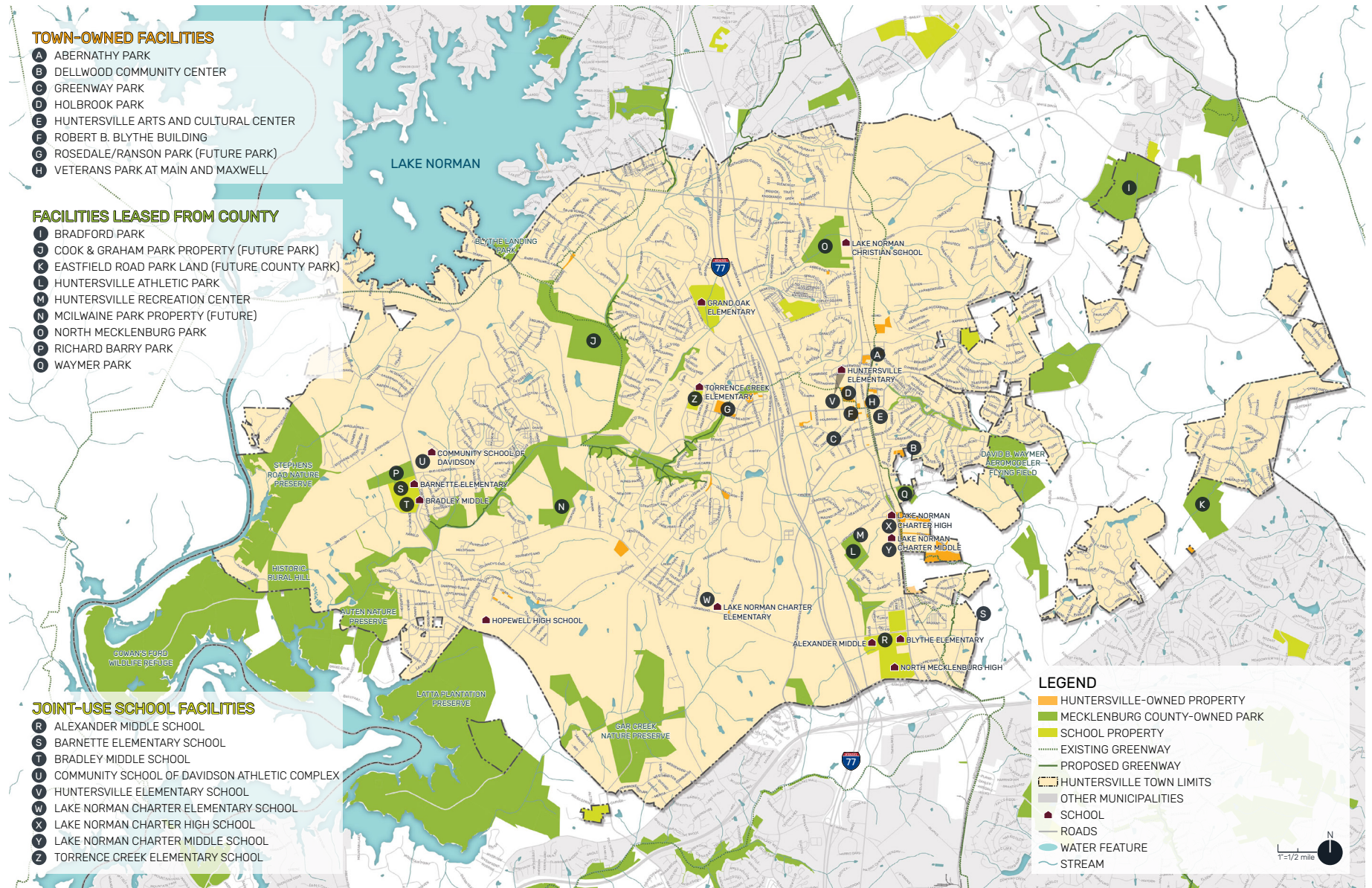


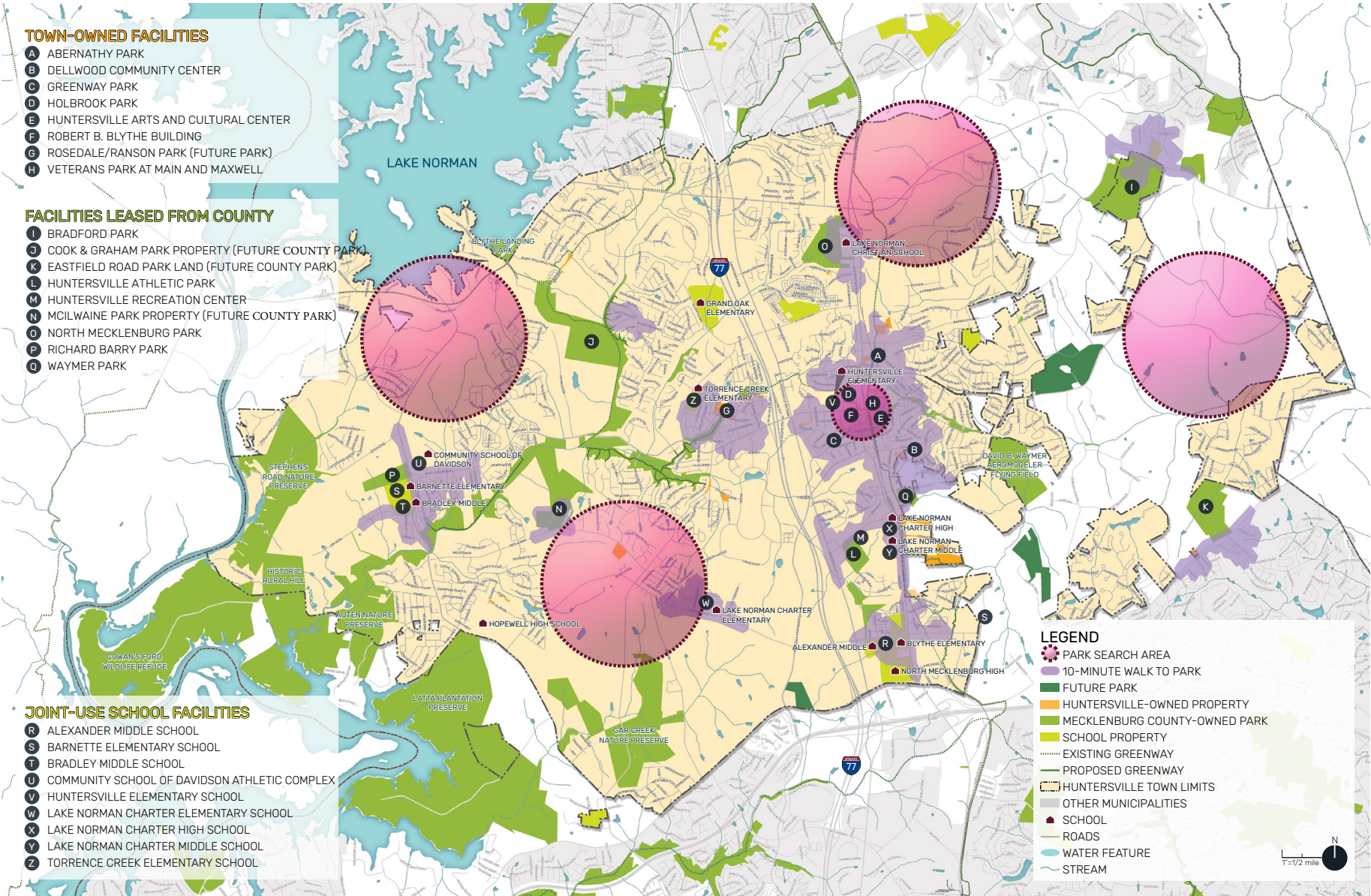
Goal 2: Increase proportion of park acreage, athletic AMENITIES, and indoor recreation facilities that are Town-owned and controlled.

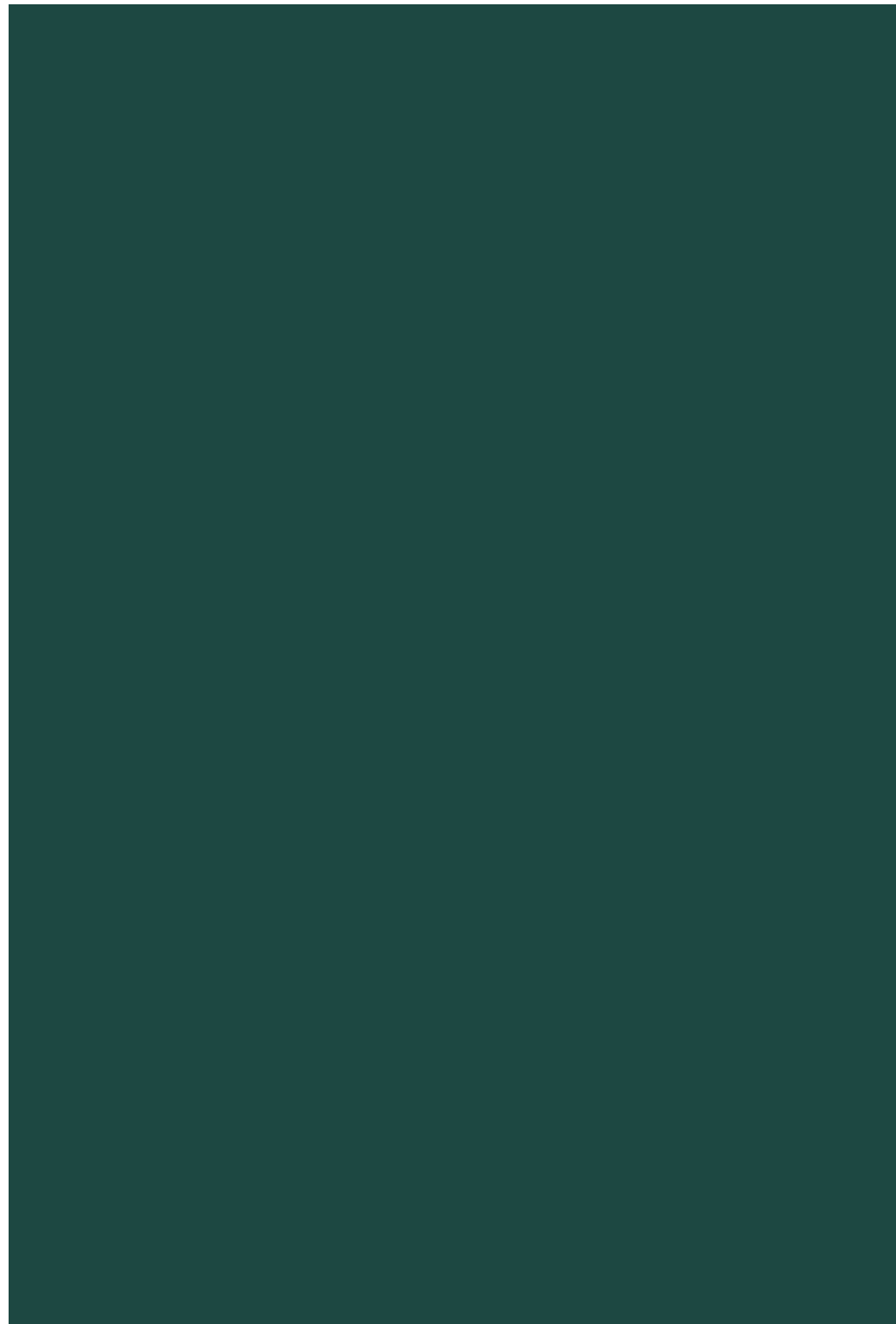
OBJECTIVES	STRATEGY / ACTION ITEM	GROUP RESPONSIBLE	TIME LINE
2.1 Continue to offer partnerships and use joint use agreements	2.1.1 - Renew joint use agreements as terms expire.	P & R Admin	MT
	2.1.2 - Identify and pursue partnerships to expand the Department's programming for athletics, health and wellness, and special events.	P & R Programming	OG
2.2 Identify baseline needs of recreational facilities and create understanding of how the Town can provide that minimum while supplementing jointly provided amenities	2.2.1 - Create a capacity demand study for the facility space the department currently offers.	P & R Admin	ST
	2.2.2 - Based on capacity demand study, determine a baseline amount of indoor recreation space the Department should provide to ensure it can predictably provide parks and recreation programming.	P & R admin/ P & R programming	ST
	2.2.3 - Work to expand indoor facility square footage and athletic amenities to meet the minimum standard.	P & R Admin	ST
	2.2.4 - Expand recreation center to create additional Town-controlled recreation space	P & R Admin	ST
	2.2.5 - Use rosters and enrollment records from local athletics associations to plan for future athletic amenity needs.	P & R Programming/ Operations	ST
2.3 Look for partnerships to provide access to programs for all income levels.	2.3.1 - Plan programs with a pricing strategy that accounts for a designated number of users who have little or no ability to pay for programming.	P & R Programming	OG
	2.3.2 - Identify new or existing community partners who can help the department cross promote programming to ensure the Department's marketing is reaching low-income residents.	P & R Programming	OG



Town of Huntersville CHAPTER







APPENDIX

IN THIS CHAPTER

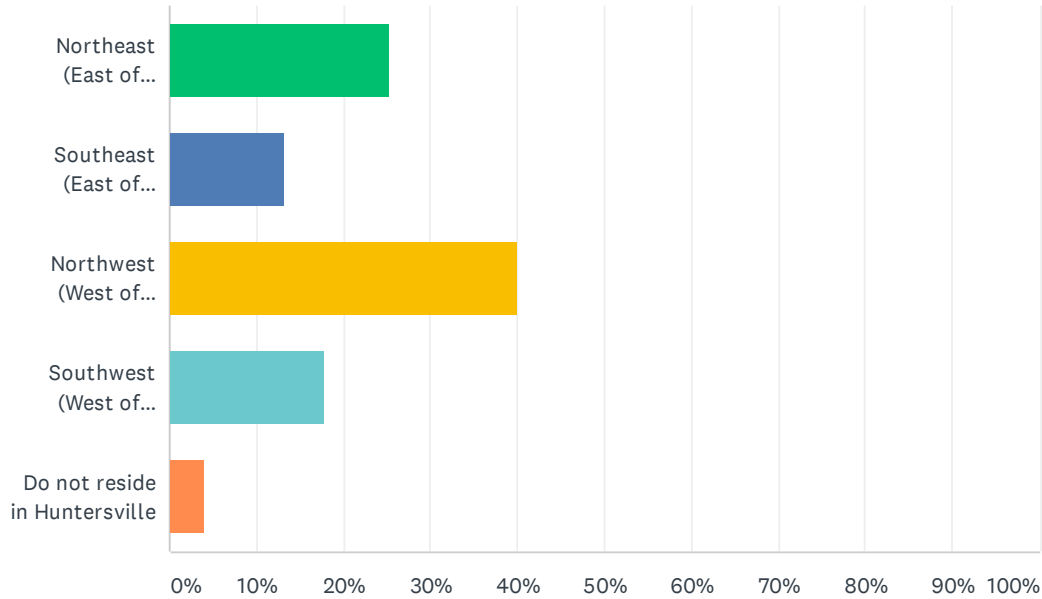
Capital Improvement Plan

	Shelter	Stage	Ballfield	Soccer Field	Tennis Court	Disc Golf	Walking Trails	Mountain Bike Trails	Playground	Picnic Area/Grill	Restrooms	Outdoor Basketball Courts	Indoor Facility	Indoor Basketball Court	Square Footage	Seating Capacity	Acreage	Agreements Leases	Other Notes
Abernathy Park- 205 Glendale Drive (1980s)	1		1						1		1	1					2	Owned by the Town	
Alexander Middle School- 12010 Hambright Road (2018)			2	1									1	1	11500	300		Joint Use agreement with CMS expires: 6/30/2029	No Investment by the Town
Barnette Elementary School Gym- 13659 Beatties Ford Road (2008)													1	1	9849	300		Joint Use agreement with CMS expires: 6/30/2029	\$650,159 Investment by the Town towards the new Gym & Traffic Signal
Bradford Park- 17005 Davidson Concord Road (2009)	2		5	3		1			3	2	2						206	Land leased from Mecklenburg County expires: 4/1/2049	Joint Operation Agreement with Davidson 80/20
Bradley Middle School- 13345 Beatties Ford Road (1998)			2	1			1											Joint Use agreement with CMS expires:6/30/2029	No Investment by the Town
Cook/ & Graham Property (Future Park)																	191	Owned by Mecklenburg County	Potential Partnership between the Town and County
Community School of Davidson Complex (2020)					8													Joint Use Agreement for Tennis Complex expires: 5/1/2044	Scheduled to open Fall 2019
Dellwood Community Center- 508 Dellwood Drive (1925)													1		3232	50	2	Owned by the Town (Old One Room School House)	
Greenway Park- corner of Greenway Drive and Dallas Drive (1998)									1								1	Owned by the Town	
Holbrook Park- 100 Sherwood Drive (1980s)	2				6		1		1	2	1						8	Owned by the Town	
Huntersville Arts and Cultural Center- 109 S. Old Statesville Rd (1956)													1		1943	50		Owned by the Town (Old Library)	
Huntersville Athletic Park- 11720 Verhoeff Drive (1997)	1		4	2			1	1	2	1	2						42	Land leased from Mecklenburg County expires:5/5/2070	
Huntersville Elementary School- 200 Gilead Road (2000)			2										1	1		80		Joint Use agreement with CMS expires: 6/30/2029	\$500,000 Investment by the Town for the new Gym
Huntersville Recreation Center- 11836 Verhoeff Drive (2018)													1	2	24000	500		Land leased from Mecklenburg County expires: 5/5/2070	Joint Use with CPCC for parking expires: Ongoing
Lake Norman Charter Elementary School- 10019 Hambright Rd (2019)													1	1	13000	300		Joint Use agreement with LNCS expires: Dec 2039	Scheduled to open Fall 2019
Lake Norman Charter High School- 12701 S. Old Statesville Rd (2010)													1	1	17000	1,000		Joint Use agreement with LNCS expires: Dec 2039	
Lake Norman Charter Middle School- 12435 S. Old Statesville Rd (2008)													1	1	14000	500		Joint Use agreement with LNCS expires: Dec 2039	
Mcllwaine Park Property (Future Park)																	131	Owned by Mecklenburg County	Potential Partnership between the Town and County
North Mecklenburg Park- 16131 Old Statesville Road (1980's)	3		4	2	6		1	1	2	2	3	4					98	Land leased from Mecklenburg County expires:9/1/27	
Richard Barry Park- 13707 Beatties Ford Road (2008)	1			6			1		2	1	1						41	Land leased from Mecklenburg County expires:1/21/2044	Field Usage agreement with Rapids expires: 8/2028
Robert B. Blythe Building- 102 Gilead Road (1995)													1		7988			Owned by the Town (Former Police Station)	Mecklenburg County Leases 1/2 of the building for a Senior Center (expires 7/20)
Rosedale/Ranson Park Land- Currently Master Planning																	17	Owned by the Town (Donated to the Town)	Currently Master Planning. Anticipated Construction in FY21
Torrennce Creek Elementary School- 14550 Ranson Road (2003)			2										1	1/2	4000			Joint Use agreement with CMS expires:6/30/2029	\$20,000 Investment by the Town for new flooring in multipurpose gym.
Veteran Park at Main & Maxwell- 201 Huntersville Concord Rd (2018)		1															1	Town owned land & Joint Use with American Legion	Legion Agreement for Parking expires: 10/2044
Waymer Park- 14200 Holbrooks Road (1970s-1980s)	1		3	1	1		1		1	1	1	2					13	Land leased from Mecklenburg County expires:6/30/2029	
Totals	11	1	25	16	21	1	6	2	13	9	11	7	11	8.5	106512	3080	753		



Q1 In what area of Huntersville do you reside?

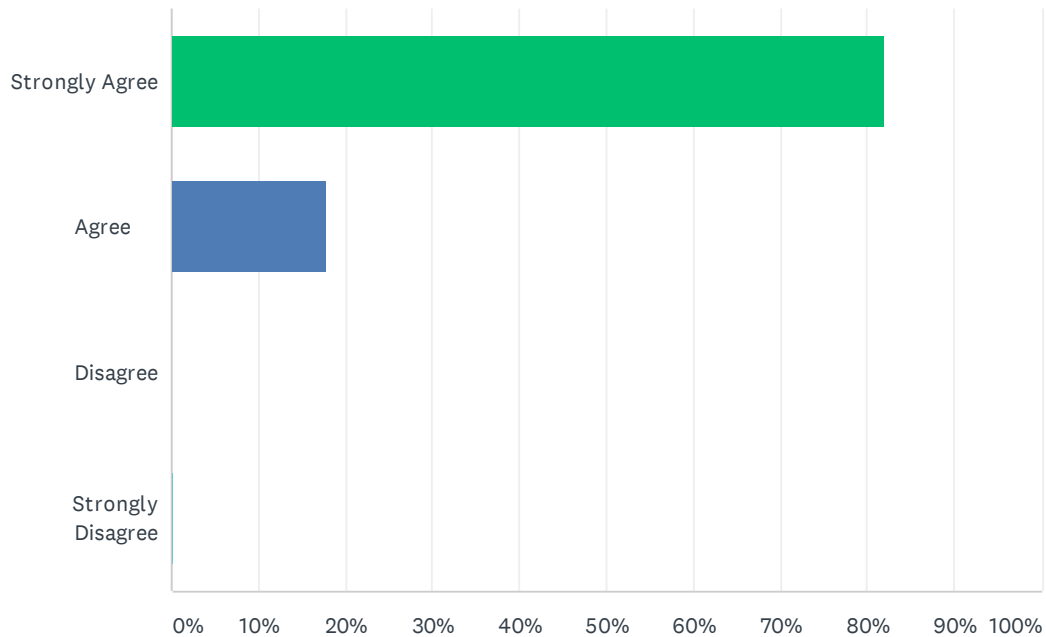
Answered: 485 Skipped: 2



ANSWER CHOICES	RESPONSES	
Northeast (East of I-77/North of Gilead Road/Huntersville-Concord Road)	25.36%	123
Southeast (East of I-77/South of Gilead Road/Huntersville-Concord Road)	13.20%	64
Northwest (West of I-77/North of Gilead Road/Bud Henderson Road)	40.00%	194
Southwest (West of I-77/South of Gilead Road/Bud Henderson Road)	17.73%	86
Do not reside in Huntersville	3.92%	19
Total Respondents: 485		

Q2 Parks and Recreation facilities and programs are important to the quality of life in Huntersville?

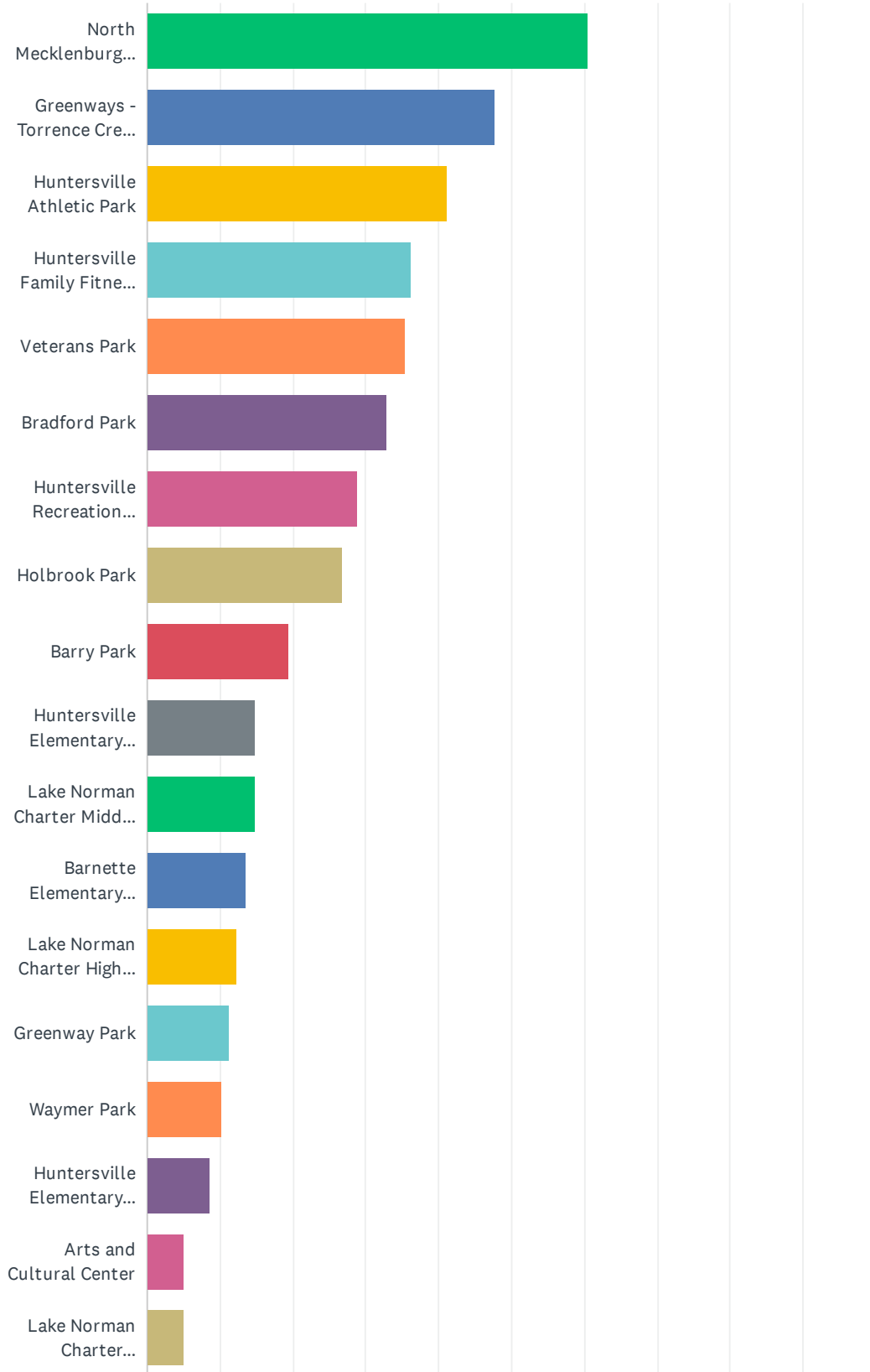
Answered: 486 Skipped: 1



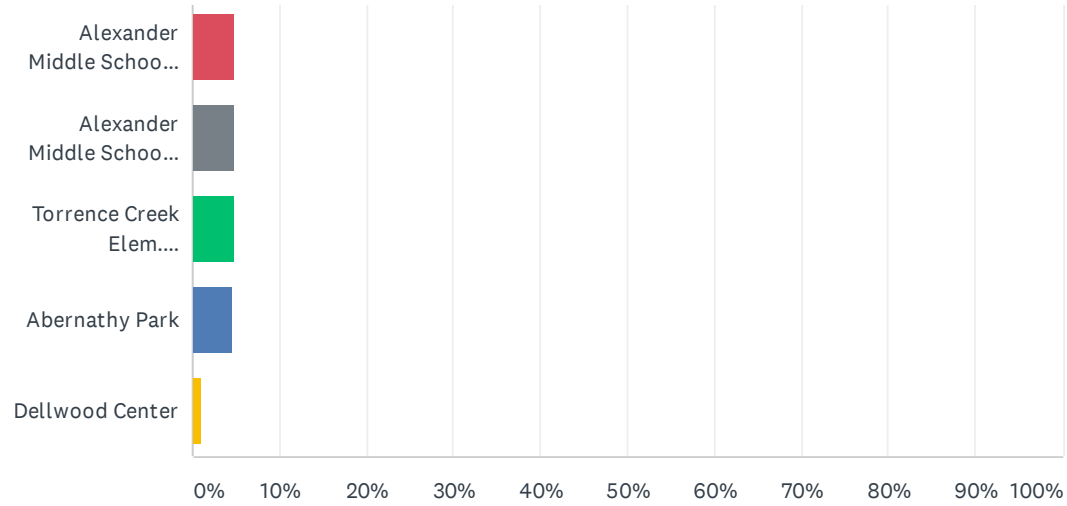
ANSWER CHOICES	RESPONSES	
Strongly Agree	82.10%	399
Agree	17.70%	86
Disagree	0.00%	0
Strongly Disagree	0.21%	1
TOTAL		486

Q3 Which of these parks and recreation facilities have you visited in the last 12 months?

Answered: 473 Skipped: 14



TOWN OF HUNTERSVILLE 2030 PARKS AND RECREATION MASTER PLAN SURVEY Please take a few minutes and give us your feedback. THANK YOU!

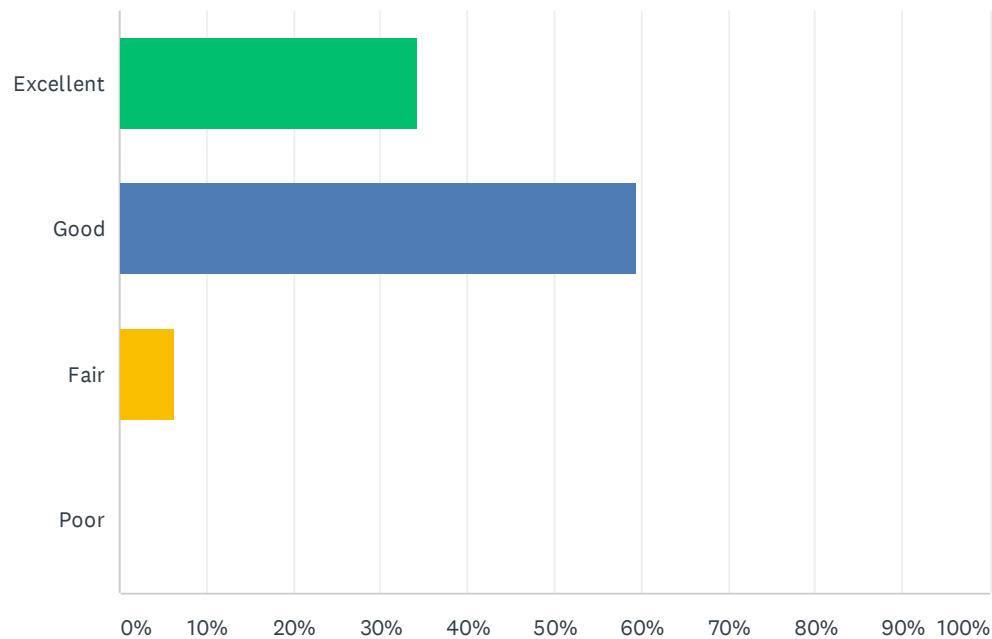


TOWN OF HUNTERSVILLE 2030 PARKS AND RECREATION MASTER PLAN SURVEY Please take a few minutes and give us your feedback. THANK YOU!

ANSWER CHOICES	RESPONSES	
North Mecklenburg Park	60.47%	286
Greenways - Torrence Creek or McDowell Creek Greenway	47.78%	226
Huntersville Athletic Park	41.23%	195
Huntersville Family Fitness & Aquatics	36.15%	171
Veterans Park	35.31%	167
Bradford Park	32.77%	155
Huntersville Recreation Center	28.96%	137
Holbrook Park	26.85%	127
Barry Park	19.45%	92
Huntersville Elementary School Fields	14.80%	70
Lake Norman Charter Middle School Gym	14.80%	70
Barnette Elementary School Gymnasium	13.53%	64
Lake Norman Charter High School Gym	12.26%	58
Greenway Park	11.21%	53
Waymer Park	10.15%	48
Huntersville Elementary School Gym	8.67%	41
Arts and Cultural Center	5.07%	24
Lake Norman Charter Elementary School Gym	5.07%	24
Alexander Middle School Gym	4.86%	23
Alexander Middle School Fields	4.86%	23
Torrence Creek Elem. Multipurpose Rm.	4.86%	23
Abernathy Park	4.65%	22
Dellwood Center	1.06%	5
Total Respondents: 473		

Q4 How would you rate the conditions of the parks and recreational facilities that you have visited in Huntersville?

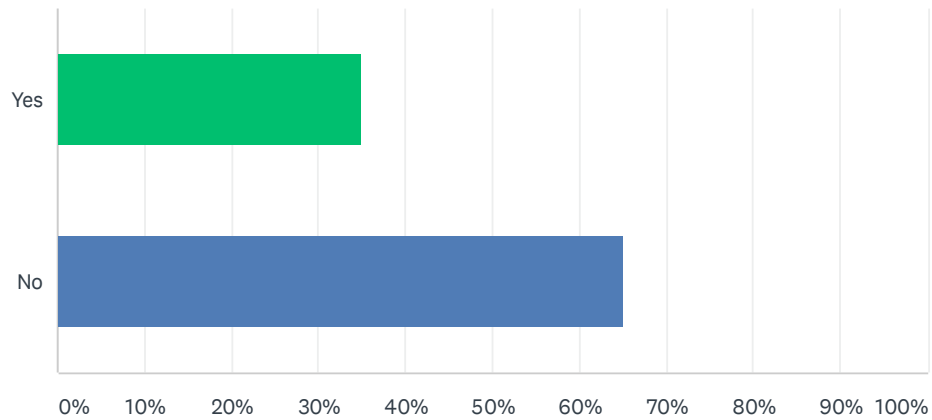
Answered: 477 Skipped: 10



ANSWER CHOICES	RESPONSES	
Excellent	34.38%	164
Good	59.33%	283
Fair	6.29%	30
Poor	0.00%	0
TOTAL		477

Q5 Can you reasonably walk and/or bike to a town park/facility from your home?

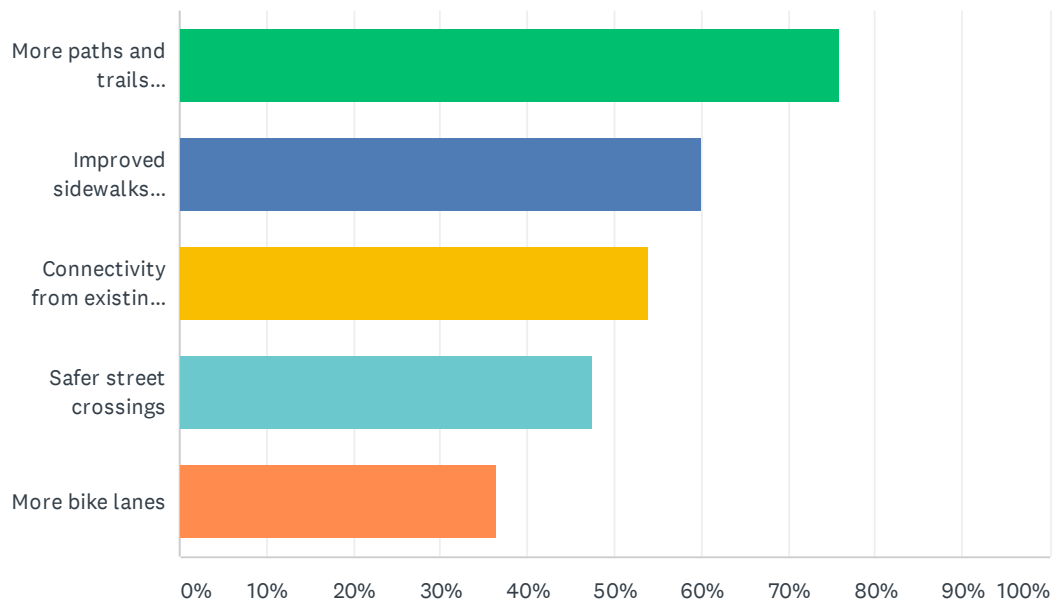
Answered: 483 Skipped: 4



ANSWER CHOICES	RESPONSES	
Yes	34.99%	169
No	65.01%	314
TOTAL		483

Q6 Which of the following items would help you access a park by walking or biking? Check all that apply.

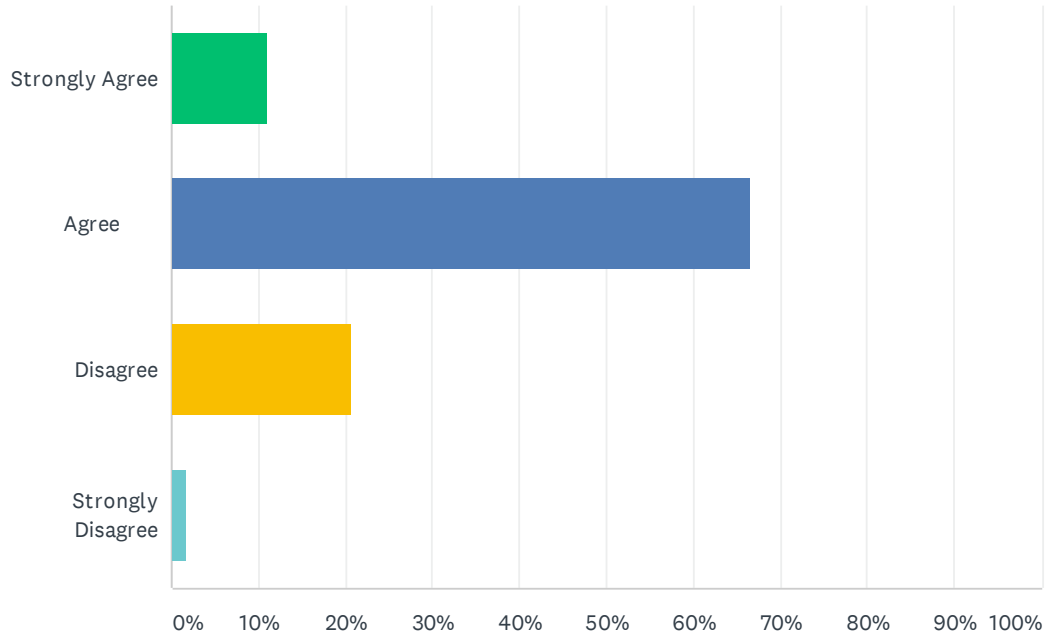
Answered: 479 Skipped: 8



ANSWER CHOICES	RESPONSES	
More paths and trails connected to parks	75.99%	364
Improved sidewalks	60.13%	288
Connectivity from existing trails to parks	54.07%	259
Safer street crossings	47.39%	227
More bike lanes	36.33%	174
Total Respondents: 479		

Q7 Do our existing parks and recreation facilities meet your needs?

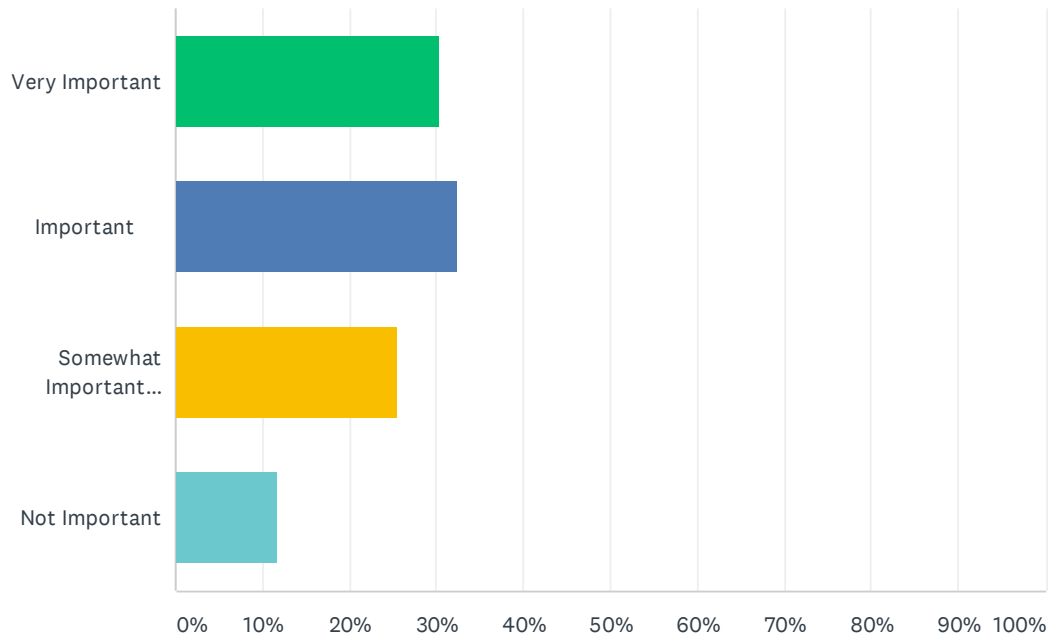
Answered: 484 Skipped: 3



ANSWER CHOICES	RESPONSES	
Strongly Agree	11.16%	54
Agree	66.53%	322
Disagree	20.66%	100
Strongly Disagree	1.65%	8
TOTAL		484

Q9 How would you rate the importance of expanding Holbrook Park in downtown Huntersville with additional park amenities such as: a splash pad/sprayground, botanical gardens, public art, picnic shelters, trails and an amphitheater?

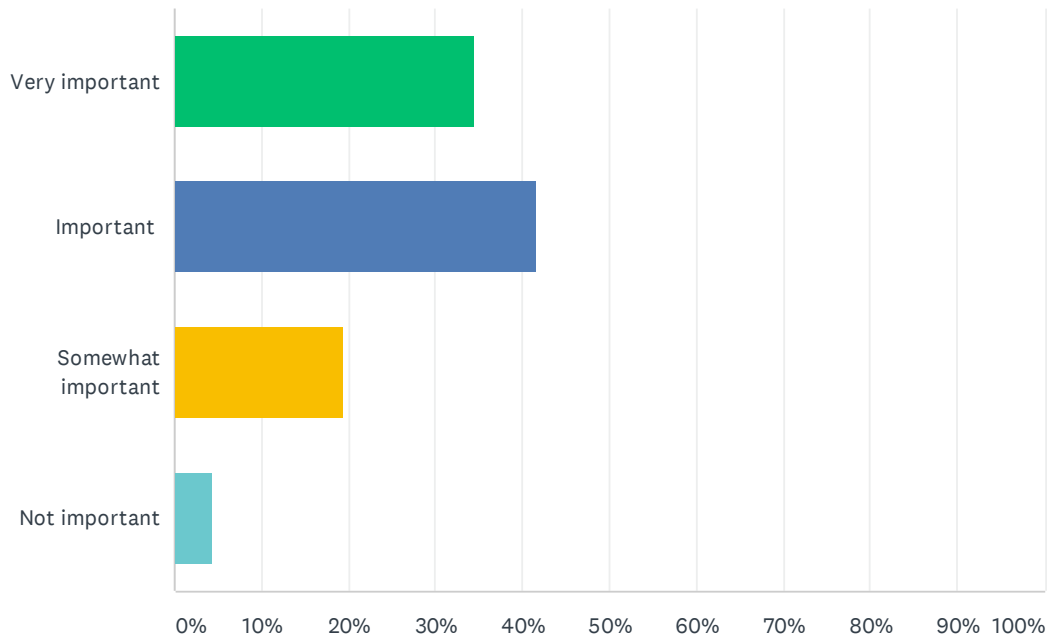
Answered: 481 Skipped: 6



ANSWER CHOICES	RESPONSES	
Very Important	30.35%	146
Important	32.43%	156
Somewhat Important	25.57%	123
Not Important	11.64%	56
TOTAL		481

Q10 How would you rate the importance of the Town developing large parks that have multiple amenities within one location?

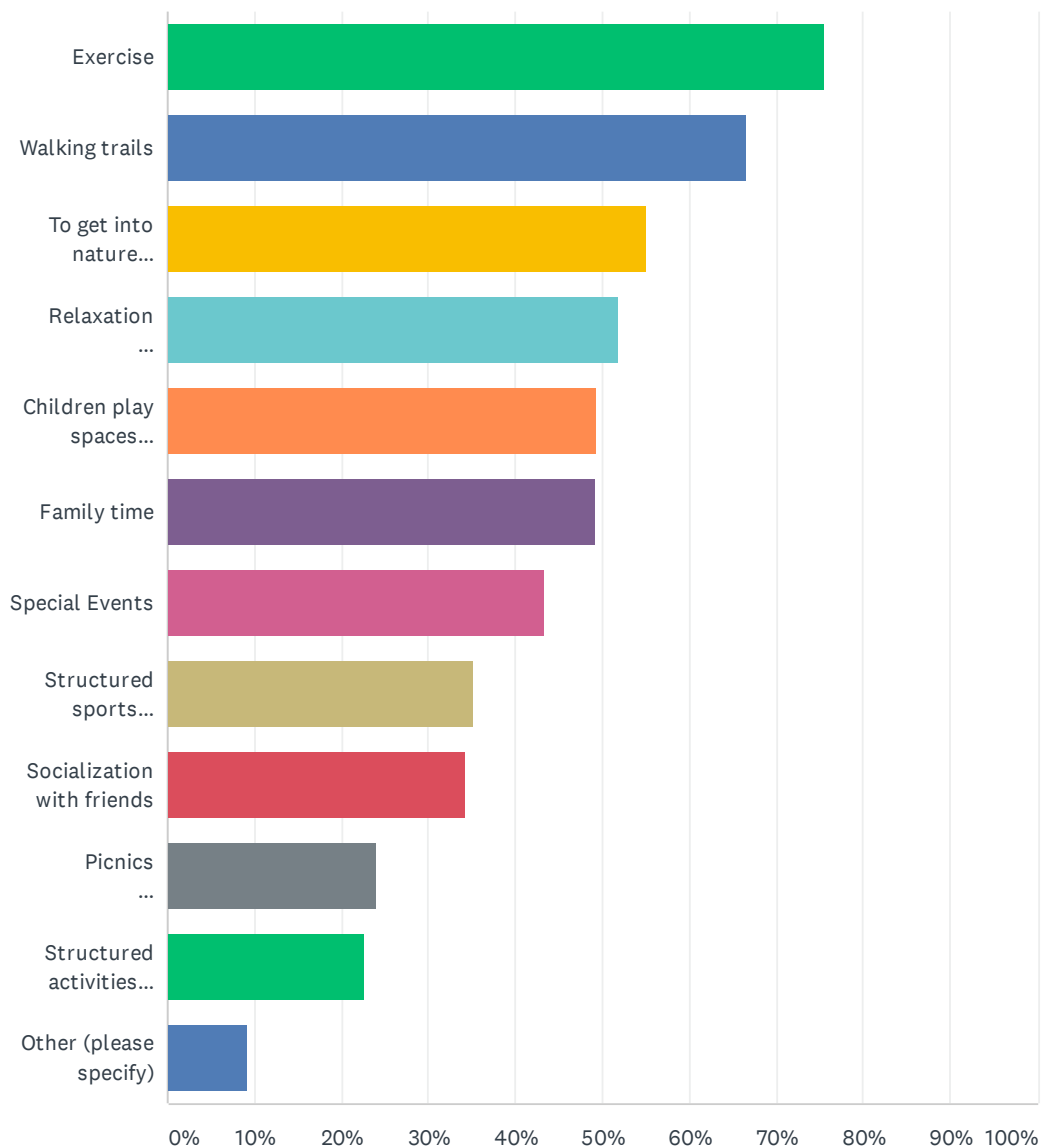
Answered: 482 Skipped: 5



ANSWER CHOICES	RESPONSES	
Very important	34.44%	166
Important	41.70%	201
Somewhat important	19.50%	94
Not important	4.36%	21
TOTAL		482

Q11 Why do you visit our parks?

Answered: 484 Skipped: 3



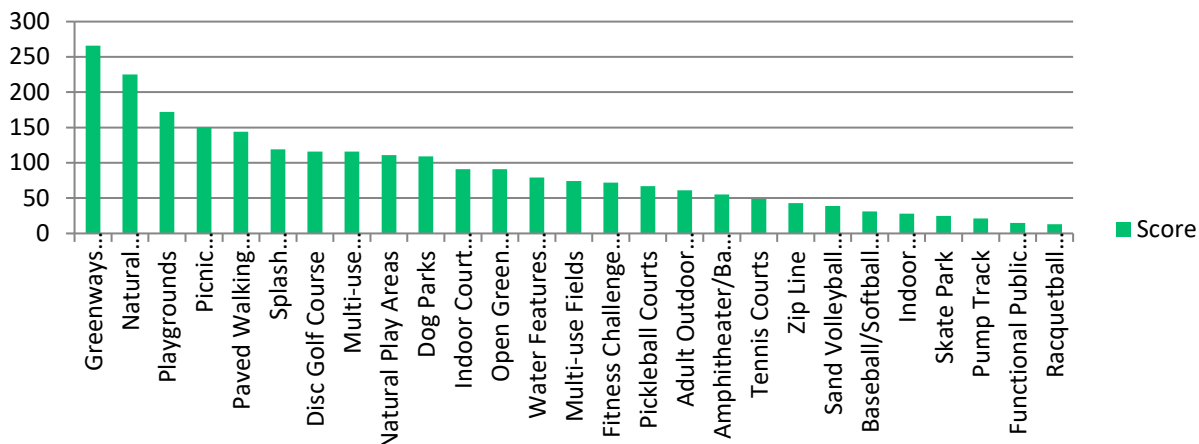
TOWN OF HUNTERSVILE 2030 PARKS AND RECREATION MASTER PLAN SURVEY Please take a few minutes and give us your feedback. THANK YOU!

ANSWER CHOICES	RESPONSES	
Exercise	75.62%	366
Walking trails	66.53%	322
To get into nature	54.96%	266
Relaxation	51.86%	251
Children play spaces	49.38%	239
Family time	49.17%	238
Special Events	43.39%	210
Structured sports	35.12%	170
Socialization with friends	34.30%	166
Picnics	23.97%	116
Structured activities	22.52%	109
Other (please specify)	9.30%	45
Total Respondents: 484		

What additional or new recreational amenities would you like to have in Huntersville's

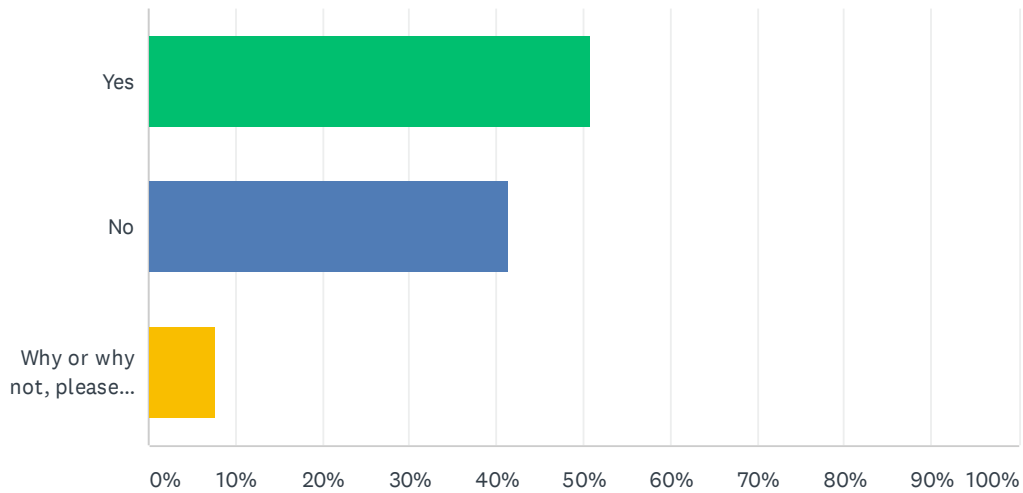
Choice	1	2	3	4	5	Score
Greenways (trails connecting to parks)	114	52	43	33	24	266
Natural Hiking/Fitness Trails	48	56	42	44	35	225
Playgrounds	51	41	26	24	30	172
Picnic Shelters/Pavilions	10	24	37	44	35	150
Paved Walking Trails within a Park	20	31	41	30	22	144
Splash Pads/Spraygrounds	27	27	24	21	20	119
Disc Golf Course	57	15	17	12	15	116
Multi-use Hockey/Basketball/Soccer Courts (outdoors)	18	15	22	27	34	116
Natural Play Areas	11	26	32	22	20	111
Dog Parks	18	20	16	28	27	109
Indoor Court Space	12	30	23	18	8	91
Open Green Space Areas for General Play	4	17	19	24	27	91
Water Features (small lakes, ponds, etc.)	4	16	19	23	17	79
Multi-use Fields	14	12	14	16	18	74
Fitness Challenge Facilities	12	15	16	15	14	72
Pickleball Courts	14	11	12	10	20	67
Adult Outdoor Fitness Equipment	5	16	16	15	9	61
Amphitheater/Band Stand	8	10	6	13	18	55
Tennis Courts	8	7	13	10	11	49
Zip Line	4	8	9	8	14	43
Sand Volleyball Courts	3	4	9	9	14	39
Baseball/Softball Fields	8	6	5	1	11	31
Indoor Community Space	2	6	8	6	6	28
Skate Park	2	4	3	8	8	25
Pump Track	4	4	4	2	7	21
Functional Public Art	0	4	2	6	3	15
Racquetball Court (outdoors)	3	1	1	5	3	13

What additional or new recreational amenities would you like to have in Huntersville's parks? (PLEASE RANK YOUR TOP FIVE — With 1 being the most desired.)



Q14 Have you or any family member participated in any parks and recreation programs in the last 12 months?

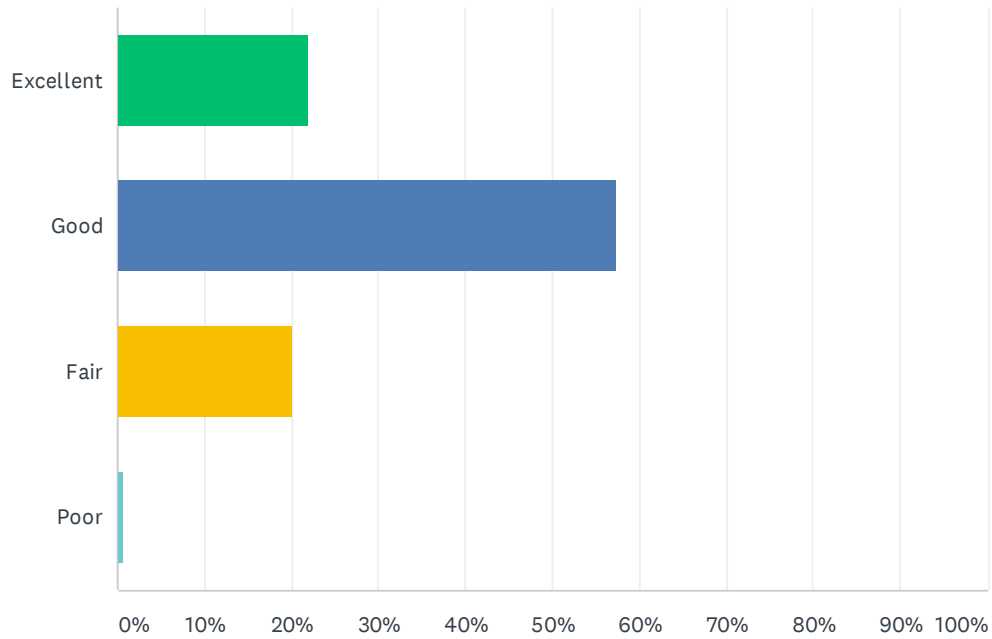
Answered: 480 Skipped: 7



ANSWER CHOICES	RESPONSES	
Yes	50.83%	244
No	41.46%	199
Why or why not, please comment: _	7.71%	37
TOTAL		480

Q15 How would you rate the recreation programs offered by the Town?

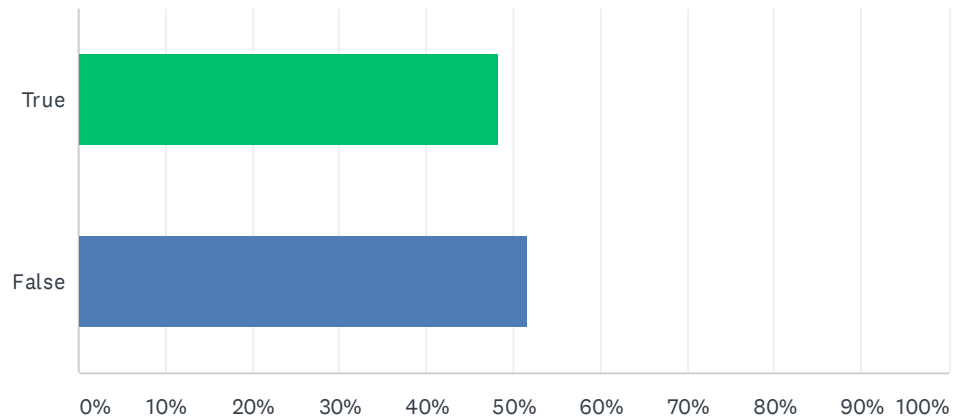
Answered: 464 Skipped: 23



ANSWER CHOICES	RESPONSES	
Excellent	21.98%	102
Good	57.33%	266
Fair	20.04%	93
Poor	0.65%	3
TOTAL		464

Q16 I feel well informed about existing facilities and events/programs offered by Huntersville Parks and Recreation Department?

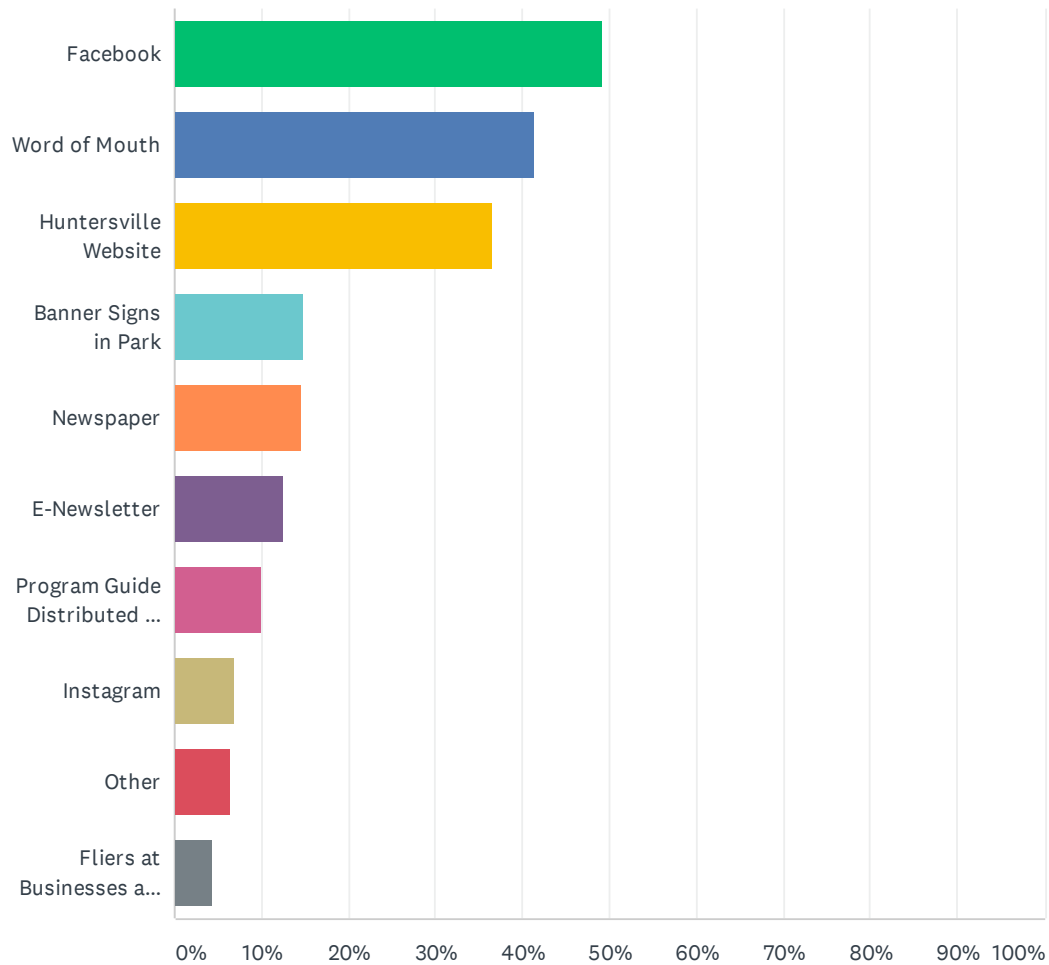
Answered: 482 Skipped: 5



ANSWER CHOICES	RESPONSES	
True	48.34%	233
False	51.66%	249
TOTAL		482

Q17 How are you currently informed about Huntersville Parks and Recreation news?

Answered: 477 Skipped: 10



TOWN OF HUNTERSVILLE 2030 PARKS AND RECREATION MASTER PLAN SURVEY Please take a few minutes and give us your feedback. THANK YOU!

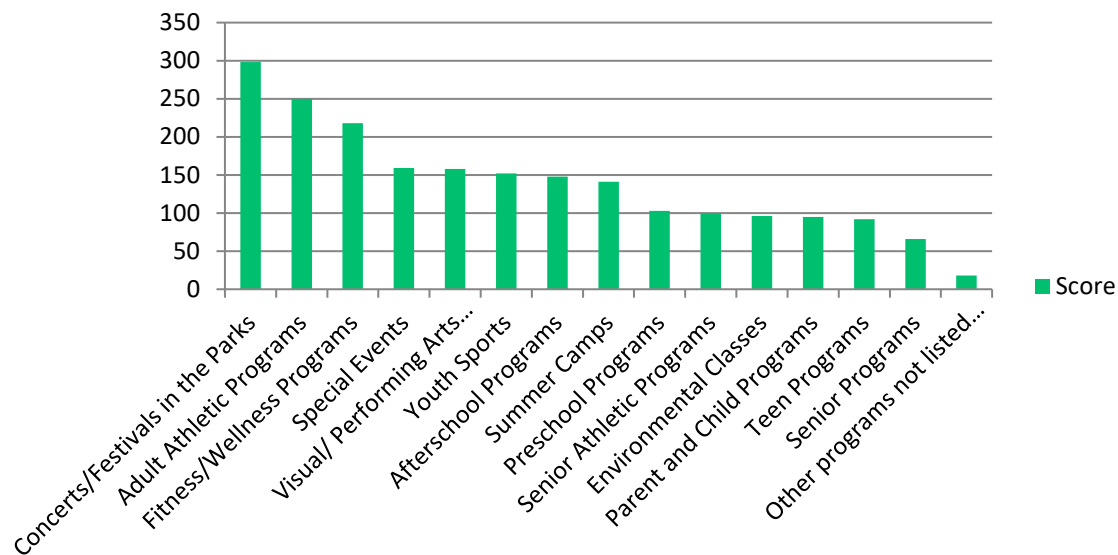
ANSWER CHOICES	RESPONSES	
Facebook	49.27%	235
Word of Mouth	41.51%	198
Huntersville Website	36.69%	175
Banner Signs in Park	14.88%	71
Newspaper	14.68%	70
E-Newsletter	12.58%	60
Program Guide Distributed in the Local Newspaper	10.06%	48
Instagram	6.92%	33
Other	6.50%	31
Fliers at Businesses and Parks	4.40%	21
Total Respondents: 477		

TOWN OF HUNTERSVILLE 2030 PARKS AND RECREATION MASTER

What type of programs would you or other household members have a need for

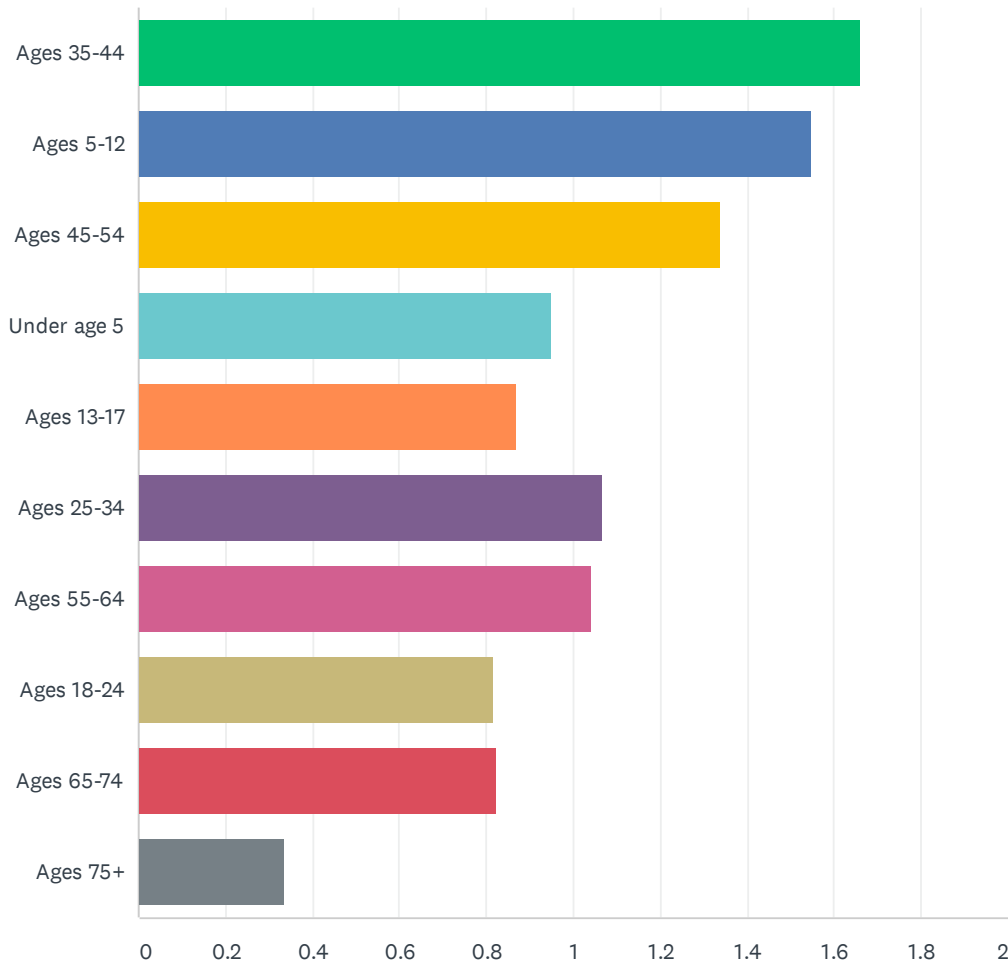
						Score
Concerts/Festivals in the Parks	87	71	54	54	32	298
Adult Athletic Programs	101	40	38	39	32	250
Fitness/Wellness Programs	40	35	58	49	36	218
Special Events	12	32	44	32	39	159
Visual/ Performing Arts Programs	23	24	33	44	34	158
Youth Sports	42	38	31	22	19	152
Afterschool Programs	21	44	31	27	25	148
Summer Camps	31	29	32	27	22	141
Preschool Programs	22	16	22	19	24	103
Senior Athletic Programs	13	28	14	14	31	100
Environmental Classes	13	14	16	22	31	96
Parent and Child Programs	10	23	21	17	24	95
Teen Programs	16	21	19	17	19	92
Senior Programs	17	20	5	13	11	66
Other programs not listed above:	3	1	2	3	9	18

What type of programs would you or other household members have a need for the Town to offer? (PLEASE RANK YOUR TOP FIVE—With 1 being the most desired.)



Q20 Including yourself, how many people in your household are:

Answered: 481 Skipped: 6



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
Ages 35-44	2	380	229
Ages 5-12	2	342	221
Ages 45-54	1	238	178
Under age 5	1	151	159
Ages 13-17	1	121	139
Ages 25-34	1	145	136
Ages 55-64	1	126	121
Ages 18-24	1	88	108
Ages 65-74	1	75	91
Ages 75+	0	18	54
Total Respondents: 481			

10 Year Life Cycle Capital Forecast

[illegible]

[illegible]

10 Year Life Cycle Capital Forecast

[illegible]

[illegible]

10 Year Life Cycle Capital Forecast

[illegible]

[illegible]

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

To: Town Board

From: Chief Bence Hoyle, Police

Date: 09/21/20

Subject: Ordinance - Auxiliary Police Force

EXPLAIN REQUEST:

The purpose of this program is to allow officers who have left law enforcement but want to remain certified to be able to volunteer their time with Huntersville in exchange for attending our in-service training and recertification programs. The benefit is when officers leave and decide to return to law enforcement, it is a very easy process to go from auxiliary to full-time. All auxiliary officers are required to meet the same standards as full-time officers and are required to volunteer a minimum amount of time back to Huntersville. It is a benefit for all parties.

ACTION RECOMMENDED:

Consider adopting Ordinance Establishing Auxiliary Police Force. (*Chief Hoyle*)

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [Ordinance](#)

TOWN OF HUNTERSVILLE
ORDINANCE ESTABLISHING AUXILIARY POLICE FORCE

WHEREAS, The Mayor and Board of Commissioners, of the Town of Huntersville recognize the importance of volunteer reserve officers to the public safety of the Citizens of the Town of Huntersville; and

WHEREAS, volunteers currently serving as reserve police officers provide an invaluable service to the Town and the Town wishes to recognize and support their service by establishing the Huntersville Auxiliary Police Force.

NOW, THEREFORE, pursuant to the authority granted this Board by N.C.G.S § 160A-282, be it Ordained by The Board of Commissioners of the Town of Huntersville:

1. AUXILIARY POLICE UNIT ESTABLISHED.

There is hereby established within the police department an auxiliary police unit known as the Huntersville Auxiliary Police Force. The auxiliary police unit shall be an all-volunteer organization composed of as many members as may from time to time be determined by the Chief of Police. Members of the auxiliary police unit shall serve without normal compensation, have the powers and duties of regular members of the police department and shall supplement the current law enforcement needs and efforts within the Town of Huntersville.

2. AUTHORITY OF CHIEF; APPOINTMENT, AND REMOVAL OF MEMBERS OF AUXILIARY POLICE UNIT.

The auxiliary police unit shall be under the direct control of the Chief of Police and his subordinate commanding officers as regularly employed police. All appointments and removals of members of the auxiliary police unit shall be made by the Chief of Police. The Chief of Police shall adopt special rules and regulations governing the appointment, training, conduct and removal of members of the

3. WORKERS COMPENSATION FOR AUXILIARY POLICE OFFICERS.

A member of the auxiliary police unit who is injured while undergoing official training or while performing law enforcement duties on behalf of the Town shall be entitled to benefits pursuant to law under the North Carolina Workers' Compensation Act. Nothing in this section prohibits the city from asserting a defense or from entering into negotiations with any party.

4. MAXIMUM NUMBER AND INSURANCE FOR AUXILIARY POLICE OFFICERS.

The maximum number of auxiliary police officers and liability insurance for those officers shall be established to the extent determined by the Town Board.

Adopted the _____ day of _____, 2020.

Approved as to form:

Town Attorney

Town Clerk

.

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

To: Town Board
From: Anthony Roberts, Administration
Date: 09/21/20
Subject: Appoint Town Attorney

EXPLAIN REQUEST:

Consider appointing Emily Sloop as Town Attorney effective October 1, 2020.

ACTION RECOMMENDED:

Consider appointing Town Attorney. *(Anthony Roberts)*

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

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

To: Town Board

From: Janet Pierson, Administration

Date: 09/21/20

Subject: Ethics Complaint Discussion

EXPLAIN REQUEST:

Discussion on Ethics Complaint.

ACTION RECOMMENDED:

Discussion on Ethics Complaint. *(Town Attorney)*

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

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

To: Town Board

From: Janet Pierson, Administration

Date: 09/21/20

Subject: Approval of Minutes - July 30, 2020

EXPLAIN REQUEST:

Consider approving the minutes of the July 30, 2020 Special Town Board Meeting.

ACTION RECOMMENDED:

Approve the minutes of the July 30, 2020 Special Town Board Meeting. *(Janet Pierson)*

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [Draft Minutes - July 30, 2020](#)

TOWN OF HUNTERSVILLE
SPECIAL TOWN BOARD MEETING (VIRTUAL)
MINUTES

July 30, 2020
8:45 a.m. – Hosted from Town Center
105 Gilead Road, Third Floor

The Huntersville Board of Commissioners held a Special Meeting hosted from Town Center, 105 Gilead Road, Third Floor at 8:45 a.m. on July 30, 2020.

Mayor John Aneralla attended the meeting in person at Town Center. Commissioners Melinda Bales, Dan Boone, Brian Hines, Lance Munger, Stacy Phillips and Nick Walsh attended the meeting virtually.

Mayor Aneralla called the Special Meeting to order.

Commissioner Walsh made a motion to go into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

Commissioner Bales seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

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

Approved this the _____ day of _____, 2020.

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

To: Town Board

From: Janet Pierson, Administration

Date: 09/21/20

Subject: Approval of Minutes - August 17, 2020

EXPLAIN REQUEST:

Consider approving the minutes of the August 17, 2020 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve the minutes of the August 17, 2020 Regular Town Board Meeting. (*Janet Pierson*)

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [Draft Minutes - August 17, 2020](#)

TOWN OF HUNTERSVILLE
TOWN BOARD MEETING (VIRTUAL)
MINUTES

August 17, 2020
6:00 p.m. – Huntersville Town Hall

PRE-MEETING

The Huntersville Board of Commissioners held a pre-meeting (virtual) hosted at Huntersville Town Hall at 5:30 p.m. on August 17, 2020.

Mayor Aneralla called the pre-meeting to order

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

Commissioner Walsh made a motion to go into closed session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body to consider and give instructions to the attorney concerning the handling or settlement of the following: Town of Huntersville v. King, et al, (19-CVS-12823, Mecklenburg County Superior Court File). Commissioner Hines seconded motion. Motion carried with five (5) yes votes.

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

REGULAR MEETING (VIRTUAL)
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS

The Regular Meeting of the Huntersville Board of Commissioners (Virtual) was hosted at the Huntersville Town Hall at 6:00 p.m. on August 17, 2020.

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

Mayor Aneralla stated this meeting is being held both in person at the Huntersville Recreation Center on Verhoeff Road as well as livestreamed on Facebook Live. The Board of Commissioners are participating remotely. The public has been invited to attend and comment during the public comments or during any of the public hearings (1) in person at the Huntersville Recreation Center or (2) by telephonic communication in accordance with instructions sent to persons who have registered with the Town Clerk no later than 3 p.m. today. The public may also submit comments by e-mail to the Town Clerk at jpiereson@huntersville.org. For public hearings only, e-mailed comments may continue to be submitted until 24 hours after the close of the public hearing.

Mayor Aneralla called the meeting to order.

Mayor Aneralla called for a moment of silence.

Mayor Aneralla led the Pledge of Allegiance.

MAYOR AND COMMISSIONER REPORTS – STAFF QUESTIONS

Mayor Aneralla

- Encouraged everyone to fill out their census.
- The Mayor's Lunch for tomorrow is canceled.
- September 8, 2020 Regular Town Board Meeting will be in person at the Huntersville Recreation Center, 11836 Verhoeff Drive.
- Expressed appreciation to Angela Beeker who has served as Town Attorney.

Commissioner Boone

- Next virtual meeting of the Huntersville Ordinances Advisory Board is September 3.
- Provided update from the Lake Norman Chamber of Commerce.
- Huntersville Police Department has started a Podcast program.
- There's been an increase in car break-ins. Reminded everyone to take their valuables out and lock vehicles.

Commissioner Hines

- Next virtual meeting of the Charlotte Regional Transportation Planning Organization is August 19. We will be looking at reprioritizing discretionary projects that have been suspended.

Commissioner Munger

- Attended the Centralina Council of Governments meeting on August 12. The delegates unanimously voted to approve a name change to Centralina Regional Council.
- The new BP gas station being constructed at the corner of Statesville Road and Gilead Road is going to be nice addition to the Town.
- Marco's Pizza just opened in the Food Lion Shopping Center.
- Local charities are still in need.

Commissioner Phillips

- Choplin's Restaurant in Cornelius is providing complimentary meals to families and kids in the Lake Norman area who are in need for lunch while everyone is doing distant learning.

Commissioner Walsh

- The next virtual meeting of the Greenway, Trail and Bikeway Commission is August 18.
- The next virtual meeting of the Parks & Recreation Commission is August 19.
- Visit Lake Norman reported phone inquiries are up 93 percent for June and July.

Commissioner Boone requested the Town Manager provide an update on the Colonial Pipeline burst.

Anthony Roberts, Town Manager, provided the latest update from Colonial Pipeline:

- Colonial has reached out to local landowners to provide information on response efforts in their area.

- Notifications have been made to local, state and federal agencies, per Colonial's response procedure and regulatory requirements.
- Crews are onsite and are actively working to control and monitor the source so that clean-up and repairs can begin, as needed.
- Colonial has worked with the Huntersville Police Department and the North Carolina Department of Transportation to establish a road closure of Huntersville-Concord Road between Lawther Road and Asbury Chapel Road, and provide a temporary traffic detour around the work site via Glendale Drive, Ramah Church Road and Hiwassee Road.
- Colonial is working with local residents to maintain local access to residences impacted by the road closure.
- Air quality monitoring has been set up by Colonial as part of their standard response protocols. Air quality in the surrounding area has been deemed safe, and monitoring will continue.

Commissioner Boone requested the Town Manager provide an update on a procedure to handle Dr. Craven's house.

Mr. Roberts reviewed the proposed process for disposition:

- Town attorney has drafted Offer to Purchase (OTP).
- OTP outlines process to submit sealed bid to Town for consideration.
- OTP and formal "Invitation to Bid" will be placed on the Town's website.
- Town will also email "Invitation to Bid" and OTP to those previously expressing interest in the home.
- Outlines process and rough timeline once Board accepts bid to acquire home (due diligence, required documents to the Town, closing, etc.).

PUBLIC COMMENTS, REQUESTS OR PRESENTATIONS

Ross Boner, 8925 Deerland Court, expressed appreciation to the committee that has been working on the 2030 Parks & Recreation Comprehensive Plan. Encouraged the Board to continue to build and grow the comprehensive plan.

Sara Wiles, 202 S. Old Statesville Road, addressed the Board about community relationships between the elected officials and the non-profits that she has previously emailed to the Board. *Refer to e-mails and text messages attached hereto as Exhibit No. 1.* Ms. Wiles was alarmed at the pervasive undertone of the inappropriate social media post by one of the commissioners on the Board of Huntersville. Requested the Board be careful about tone and language on social media posts.

AGENDA CHANGES

Commissioner Walsh made a motion to remove Item 10.B (Adopt Resolution to partner with Habitat for Humanity of the Charlotte Region, Inc., to develop a housing project for lots within Norman Park subdivision owned by the Town of Huntersville) from the Consent Agenda and add as the last item under the Consent Agenda – Call a public hearing for Tuesday, September 8, 2020 at 6:00 p.m. at the Huntersville Recreation Center, 11836 Verhoeff Drive, on Petition #ANNEX19-04, a request by EPCON Eastfield Road, LLC to annex 35.908 acres (Courtyards at Eastfield Farm subdivision) into the Town of Huntersville.

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

Commissioner Munger seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

PUBLIC HEARINGS

Rate Modifications – Huntersville ElectriCities Customers. Mayor Aneralla called to order public hearing on proposed rate modifications for Huntersville ElectriCities customers.

Don Mitchell, ElectriCities Director, said as you are aware the electric system had several studies conducted last fiscal year. One of those was a cost of service study. The cost of service study was done to determine if there's adequate cash reserves in the Electric funds, see if sufficient revenues are being generated from the electric sales and then to look at individual rates for all the rate classes to determine if they are recovering costs properly. On the 20th of July you received a report on the Cost of Service study from Stephanie Beauregard, a financial consultant with Booth and Associates. As part of that report she made some recommendations for multi-year rate adjustments to bring the rates to where we are recovering costs properly. She had one recommendation for this current fiscal year and that is an 11.4 percent increase to the large industrial rate class. This is the recommended changes – the current rate to the proposed rate for fiscal 20-21. This rate would go into effect for bills issued after September 30 and today's public hearing is to receive comments concerning this proposed industrial rate change.

Commissioner Hines said so nothing for residential at this time.

Mr. Mitchell said no, next fiscal year there would be adjustments to other rates, including the residential rate.

Mayor Aneralla said besides the industrial on the residential side, is this something that's being done in other areas within the ElectriCities network.

Mr. Mitchell said yes.

Mayor Aneralla said I know Cornelius has done something similar.

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

OTHER BUSINESS

Petition #TA20-06. Petition #TA20-06 is a request by Apartments at the Park, LLC to amend Article 4 – Building Types to add an option to how apartment height is measured and to permit flat roofs.

David Peete, Principal Planner, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 2.*

Mr. Peete said I only have one slide to share with you. *Refer to Exhibit No. 3.* The Planning Board at the July meeting unanimously recommended for your approval both of the attached ordinances that are in your staff report, and the only item to bring to your attention is the area in red. The Planning Board asked that the applicant and staff work together to create language that would only allow this provision, and I won't belabor it unless you'd like me to, that the provision would only allow one additional story of height above the normal 36.

Commissioner Boone made a motion in considering the proposed amendment TA20-06, amending Article 4 of the Zoning Ordinance, the Town Board approves based on the amendment being consistent with Policy CD-6 of the 2030 Community Plan and to provide relief where topographic challenges commonly present themselves. The Town Board further requests Section 1 proposed text to say "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, not to exceed more than one-story. It is reasonable and in the public interest to amend the Zoning Ordinance because it will encourage activation of urban open space and enhance relationships of buildings to open space by creating a height measurement for buildings that front an open space. Also in this motion to approve no change to Article 4; Architectural Standards Principal, Section C and recommends amending Article 4; Lot & Building Types, Apartment Buildings, Configurations as follows: "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." The Town Board approval is based on the amendment being consistent with Policy CD-6 of the Community Plan and allows flexibility for future apartment developments.

Commissioner Walsh seconded motion.

Mayor Aneralla called for the roll call vote:

Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh - Approve

CONSENT AGENDA

Commissioner Walsh made a motion to approve the Consent Agenda. Commissioner Boone seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Walsh – Approve
Commissioner Phillips – Approve
Commissioner Munger – Approve
Commissioner Hines – Approve

Commissioner Boone – Approve.

The following items on the Consent Agenda were approved.

1. Minutes of the August 3, 2020 Regular Town Board Meeting.
2. Southlake Presbyterian Church, Inc. Escrow Agreement for Sidewalk Improvements. *Agreement attached hereto as Exhibit No. 4.*
3. Call a public hearing for Tuesday, September 8, 2020 at 6:00 p.m. at the Huntersville Recreation Center, 11836 Verhoeff Drive, on Petition #ANNEX20-01, a request by Greenway Waste Solutions, LLC, Greenway Waste Solutions at North Meck, LLC and Greenway Recycling at North Meck, LLC to annex two parcels into the Town limits of Huntersville.
4. Ratify previous action of the Town Board taken in Closed Session allowed under the North Carolina Open Meetings law to award a \$12,000 bonus for the Town Manager based on a performance evaluation.
5. Adopt Resolution to award the bid for a Cab and Chassis with Rear-mount Digger Derrick and Line Construction Body (Line Truck for Electric). *Resolution attached hereto as Exhibit No. 5.*
6. Approve Tax Collector's Settlement for Fiscal Year 2020 and adopt Order of Collection for Tax Year 20201. *Tax Collector's Settlement and Order of Collection attached hereto as Exhibit No. 6.*
7. Resolution to accept assignment of Cash Bonds for Tanners Creek Phase 6, Maps 1 and 2 and to authorize the use of funds to complete the work. *Resolution attached hereto as Exhibit No. 7.*
8. Budget amendment appropriating \$125,000 from Fund Balance to Contracted Service Management Fee – HFFA.
9. Budget amendment appropriating CARES Act revenue in the amount of \$405,000 to the corresponding CARES Act expense accounts.
10. Amend the schedule of Regular Meetings for the September 8, 2020 Board of Commissioners Meeting. *Amended Schedule attached hereto as Exhibit No. 8.*
11. Call a public hearing for Tuesday, September 8, 2020 at 6:00 p.m. at the Huntersville Recreation Center, 11836 Verhoeff Drive, on Petition #ANNEX19-04, a request by EPCON Eastfield Road, LLC to annex 35.908 acres (Courtyards at Eastfield Farm Subdivision) into the Town of Huntersville.

CLOSING COMMENTS

Commissioner Munger stated last week Unity in Community (UIC) reached out to the Mayor and Board of Commissioners seeking to have us join with UIC in signing a letter calling for the removal of a Confederate Soldier Statute in Cornelius. I was surprised to learn earlier today that I was the only elected official from Huntersville to sign this letter. Our words and actions have power and to me this seems like such a simple action for us to take to help remove a symbol of hate. I'd like to encourage my fellow elected officials to reconsider and sign this letter.

Commissioner Phillips expressed appreciation to Angela Beeker for her work as Town Attorney.

CLOSED SESSION

Commissioner Walsh made a motion to go into closed session to consider the qualifications, confidence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

Commissioner Hines seconded motion.

Mayor Aneralla called for the roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

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

Approved this the ____ day of _____, 2020.

DRAFT

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

To: Town Board

From: Janet Pierson, Administration

Date: 09/21/20

Subject: Approval of Minutes - August 20, 2020

EXPLAIN REQUEST:

Consider adopting the minutes of the August 20, 2020 Special Town Board Meeting.

ACTION RECOMMENDED:

Approve the minutes of the August 20, 2020 Special Town Board Meeting. *(Janet Pierson)*

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [Draft Minutes - August 20, 2020](#)

TOWN OF HUNTERSVILLE
SPECIAL TOWN BOARD MEETING
MINUTES

August 20, 2020
8:45 a.m. – Huntersville Town Hall
101 Huntersville-Concord Road

The Huntersville Board of Commissioners held a Special Meeting at Huntersville Town Hall at 8:45 a.m. on August 20, 2020.

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

Mayor Aneralla called the Special Meeting to order.

Commissioner Walsh made a motion to go into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

Commissioner Munger seconded motion.

Motion carried with five (5) yes votes.

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

Approved this the _____ day of _____, 2020.

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

To: Town Board

From: Janet Pierson, Administration

Date: 09/21/20

Subject: Approval of Minutes - August 28, 2020

EXPLAIN REQUEST:

Consider approving the minutes of the August 28, 2020 Special Town Board Meeting.

ACTION RECOMMENDED:

Approve the minutes of the August 28, 2020 Special Town Board Meeting. (*Janet Pierson*)

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [Draft Minutes - August 28, 2020](#)

TOWN OF HUNTERSVILLE
SPECIAL TOWN BOARD MEETING (VIRTUAL)
MINUTES

August 28, 2020
3:00 p.m. – Hosted from Huntersville Town Hall
101 Huntersville-Concord Road

The Huntersville Board of Commissioners held a Special Meeting hosted from Huntersville Town Hall, 101 Huntersville-Concord Road, at 3:00 p.m. on August 28, 2020.

Mayor John Aneralla attended the meeting in person at Huntersville Town Hall. Commissioners Melinda Bales, Dan Boone, Brian Hines, Lance Munger, Stacy Phillips and Nick Walsh attended the meeting virtually.

Mayor Aneralla called the Special Meeting to order.

Commissioner Walsh made a motion to go into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

Commissioner Bales seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

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

Approved this the ____ day of _____, 2020.

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

To: Town Board

From: Pattie Ellis, Finance

Date: 09/21/20

Subject: Budget Amendment

EXPLAIN REQUEST:

Appropriate Barry Park Capital Reserve revenue (103510.9999.05003) of \$40,000 to Capital Projects (106200.0500) for the resurfacing of the Barry Park parking lot.

ACTION RECOMMENDED:

Approve budget amendment appropriating Barry Park Capital Reserve revenue in the amount of \$40,000 to Capital Projects for the resurfacing of the Barry Park parking lot. *(Pattie McGinnis)*

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

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

To: Town Board

From: Michael Jaycocks, Parks & Recreation

Date: 09/21/20

Subject: Barry Park Parking Lot Resurfacing Contract

EXPLAIN REQUEST:

This project was originally slated for next summer in FY22, but due to the condition of the parking lot we are recommending using the remaining funds from the turf project and the Barry Park capital reserve fund to pay for the resurfacing once the turf project commences. This resurfacing project was advertised on the town's website and the State's website. We received three bids. Sloan Construction was the lowest responsible bidder at \$201,735. Sloan Construction- \$201,735 Blythe Construction- \$259,000 Eddie Smith & Sons Paving- \$585,000

ACTION RECOMMENDED:

Adopt Resolution awarding contract to Sloan Construction for the Barry Park Parking Lot Resurfacing Project. *(Michael Jaycocks)*

FINANCIAL IMPLICATIONS:

\$201,735 (funded by the existing/approved Turf Project and \$40,000 from the Barry Park Capital Reserve Fund)

ATTACHMENTS:

- [Resolution awarding the Barry Park Parking Lot Resurfacing Project contract.docx](#)
- [Richard Barry Park Parking Lot Rehab - Submitted 2020-08-31 by Sloan Construction.pdf](#)
- [BarryParkResurfacingBidTabSheet8-31-2020.pdf](#)



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AWARD THE BID FOR THE BARRY PARK
PARKING LOT RESURFACING PROJECT AND APPROVE THE CONSTRUCTION CONTRACT

Whereas, the Town of Huntersville received formal, written, bids for the renovation of the
Barry Park Parking Lot Resurfacing (the "Project"); and

Whereas, the lowest responsive responsible bidder was Sloan Construction in Cornelius, NC
("Low Bidder"); and

Whereas, the Town wishes to award the Project to the Low Bidder, accept certain alternates
that were bid, and approve and establish administrative authority for the
construction contract with the Low Bidder;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners awards the Project to the Low Bidder, in accordance
with the Bid Proposal submitted, as modified by the Contract Documents, and
accepts the alternates bid as follows:

- Base Bid consisting of:

1. <u>Tennis Court Renovations</u>	\$201,735.00 (lump sum)
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<u>Total Base Bid:</u>	\$201,735.00
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<u>Total Bid Amount:</u>	\$201,735.00
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Stone:

Install and provide ABC Type A stone and compact in place: \$300/CY (unit price)

2. The draft Construction Contract, attached hereto as Exhibit 1, is hereby approved.
As used herein, the Construction Contract is deemed to include Exhibit A, attached
thereto, and all Contract Documents identified and incorporated therein by
reference.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take
any actions necessary to effect the provisions of this Resolution, including signing the
Agreement attached with such modification as may be required. Provided a budget
amendment is not necessary, the Town Manager shall have the authority to approve
change orders to the Construction Contract for time and price, however the total of

all change orders approved by the Town Manager may not exceed ten percent (10%) of the Total Bid Amount stated in paragraph 1, above.

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

Adopted this _____ day of September, 2020.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

PROJECT MANUAL

RICHARD BARRY PARK RESURFACING PARKING LOT PROJECT FOR HUNTERSVILLE PARKS AND RECREATION

SITE ADDRESS: 13707 Beatties Ford Road
HUNTERSVILLE, NC 28078

PROJECT MANAGER:
Town of Huntersville
Michael Jaycocks
704-766-2228
mjaycocks@huntersville.org

Owner:

Town of Huntersville
ATTN: Parks and Recreation Department
105 Gilead Road, Third Floor
Huntersville, NC 28078
August 12, 2020

INVITATION TO BID

FOR THE RICHARD BARRY PARK RESURFACING PARKING LOT PROJECT FOR HUNTERSVILLE PARKS AND RECREATION

Town of Huntersville, North Carolina

Bids for the resurfacing of the parking lot at Richard Barry Park will be received by the Town of Huntersville Parks and Recreation Department, 105 Gilead Road, 3rd Floor, P.O. Box 2879, Huntersville, NC, 28070 until **2:00 PM, local time, Tuesday, August 31, 2020**, and there at said office, at said time. Bid Proposals will be received for

THE RICHARD BARRY PARK RESURFACING PARKING LOT PROJECT FOR HUNTERSVILLE PARKS AND RECREATION

This Project includes, but is not limited to the removal and disposal of existing asphalt and paving and stripping parking lot as well as removing and re-installing wheel stops. This parking lot has 311 parking spaces and includes 8 handicapped spaces. The parking lot and driveway areas are approximately 103,000 sq ft. Bidders should visit site to get measurements prior to bidding.

The Bid Package, consisting of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing Form, General Conditions of the Contract, and Contract Drawings may be obtained from the Huntersville Parks and Recreation Department, 105 Gilead Road, 3rd Floor, Huntersville, NC, or may be accessed at the following web address: www.huntersville.org. Contract documents will not be mailed to Bidders.

Bid bonds, payment bonds and performance bonds will not be required for this Project.

If awarded, the Project will be awarded to the lowest responsive, responsible Bidder, taking into account quality, performance and time specified in the Contract Documents. The lowest, responsive, responsible bid will be determined based upon the lowest cost to the Town.

The Town reserves the right to waive any informalities in the Bid Proposal and to reject any or all Bid Proposals.

Town of Huntersville
End of Invitation to Bid

INSTRUCTIONS TO BIDDERS:

PROJECT MANAGER:
Town of Huntersville
Michael Jaycocks
704-766-2228
mjaycocks@huntersville.org

PLEASE NOTE: ALL QUESTIONS REGARDING THE CONTRACT DRAWINGS, AND THE CONSTRUCTION SPECIFICATIONS INDICATED ON SAID DRAWINGS SHOULD BE DIRECTED TO THE PROJECT MANAGER. ALL QUESTIONS AND ANSWERS PROVIDED WILL BE POSTED ON THE TOWN'S WEBSITE AS AN ADDENDUM TO THE CONTRACT DOCUMENTS. BIDDERS WILL BE RESPONSIBLE FOR ENSURING THAT THEY HAVE RECEIVED AND RELIED UPON ALL ADDENDA FOR THE PROJECT IN SUBMITTING THEIR BIDS.

1. **FAMILIARITY WITH WORK AND CONDITIONS:** Before preparing Bid Proposals, Bidders are urged to visit the site of the Project to inform and familiarize themselves with all conditions involved and under which the Project is to be constructed or apparatus erected or installed. The Town of Huntersville will not be responsible to the Contractor for payments other than as set out in the contract price, should conditions be different than those assumed or contemplated by the Contractor. The Contractor is required to satisfy himself, before bidding, as to the correctness of the site as indicated by the plans.
2. **FAMILIARITY WITH LAWS, ETC.:** The Bidder is assumed to have made himself familiar with all Federal, State, and Local Laws, ordinances and regulations which may in any manner affect those engaged or employed in work or the materials or equipment in or upon the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of the ignorance thereof. If the Bidder or Contractor shall discover any provisions in the plans, specifications, or contract which are contrary or inconsistent with any such law, ordinance, or regulation, he shall forthwith report it to the Project Manager in writing before the bid opening.
3. **INTERPRETATIONS OF PLANS:** If any prospective Bidder is in doubt as to the true meaning of any part of the plans, or other proposed contract documents, he may submit to the Project Manager, a written request for an interpretation thereof, who will either answer or secure an answer. The person submitting such request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and posted on the Town's website. The Engineer will not be responsible for any other explanations or interpretations of the proposed document. The Contractor shall acknowledge receipt of all addenda in the space provided in the Bid Proposal.
4. **CONTRACT DOCUMENTS:** The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, the Town's Standard Form Contract, and the General Conditions of the Construction Contract.
5. **BID PROPOSAL FORM:** Each Bidder must submit a Bid Proposal on the blank forms herewith provided. Each Bidder must include both the Bid Proposal Form and the Noncollusion Affidavit with their Bid Proposal, otherwise the Bid Proposal will not be considered. Each Bidder shall sign his Bid

Proposal correctly by one duly authorized, and Bid Proposals may be rejected if they show any omissions, alterations of form, additions not called for, or other irregularities of any kind. Conditioning and unbalancing of bids will not be permitted.

6. **BID PROPOSAL REPRESENTATIONS:** Submission of a Bid Proposal Form shall be a representation of the Bidder of all of the following:
 - a. The Bidder has carefully examined the **CONTRACT DOCUMENTS** and fully understand them.
 - b. The Bidder has carefully examined the site or sites of the Project and is familiar with the conditions under which the Work, or any part of it, is to be done, and the conditions which must be fulfilled in the furnishing and/or erection or construction of any or all items of the Project.
 - c. The Bidder has the financial means and stability to provide all materials and all necessary tools, machinery, and all means necessary to do all the Work in the manner prescribed in the Contract Documents and according to the Plans and the requirements of the Town of Huntersville, in a workmanlike manner, consistent with the standards of the profession in and around Huntersville.
 - d. The Bid has been made without connection with any other person, company, or parties making a similar Bid Proposal, and that it is in all respects fair and in good faith, without collusion or fraud.
 - e. The Bidder understands that it is the intention of the Town of Huntersville, North Carolina, to award the Contract on the basis of Bid Proposals received at this letting, however, the Town reserves the right to reject any or all bids.
 - f. If the Bid Proposal is made by a Corporation or Contractor, the Bid Proposal Form has been signed by its proper officers or members, as applicable, in a legal manner and its official address stated therein.
 - g. The Bidder will enter into the Town's Construction Agreement, included as part of the Contract Documents, and will perform all of the work necessary for the construction of facilities outlined in the **CONTRACT DOCUMENTS** for the Town of Huntersville, North Carolina, for the bid price stated in the Bid Proposal Form.
 - h. The Bidder has received and completely understood the Addenda and the bid price stated in the Bid Proposal Form reflects all Addenda.
7. **SUBMISSION OF BID PROPOSALS:** ALL BIDS MUST BE SENT ELECTRONICALLY TO MICHAEL JAYCOCKS AT MJAYCOCKS@HUNTERSVILLE.ORG BY AUGUST 31, 2020 AT 2:00 P.M. It is the responsibility of each Bidder, without excuse, to ensure that their Bid Proposal is submitted at the right place by the deadline. Bid Proposals will be accepted until 2:00 PM on the date listed above. Bid Proposals submitted after this time cannot be accepted.
8. **BID PROPOSALS:** The Bid Proposal shall be deemed valid for a period of sixty (60) calendar days after the deadline thereof. The Bidder may request to withdraw their Bid Proposal in writing, received prior to the deadline for the Bid Proposals, directed to the Town of Huntersville. Bid Proposals may be withdrawn after the deadline of the Bid Proposals for clerical errors or math computational errors only (not for mistakes in judgment) if the request is made in writing to and received by Michael Jaycocks, Huntersville Parks and Recreation Director, within seventy-two hours after the deadline for

Bid Proposals. Such written request of withdrawal must include sufficient documentation of the clerical error or math computational error.

9. **AWARDING OF CONTRACT:** If awarded, the Town of Huntersville, North Carolina will award the contract conditioned upon funds being made available for such construction. If awarded, the contract will be awarded to the lowest responsive responsible Bidder taking into account qualify, performance and time specified in the Contract Documents. The lowest, responsive, responsible Bid Proposal will be determined based upon the lowest cost to the Town. **Consideration will be given only to Bid Proposals of contractors who are experienced in the class of work proposed and who can refer to 3 projects of similar magnitude and/or character as have been completed by in the past 5 years.** The Town also reserves to itself the right to reject any or all Bid Proposals and to waive informalities or technicalities, as it may deem to be in the Town's best interest.
10. **EXECUTION OF CONTRACT:** The successful Bidder will be required to enter into the Town's Standard Form Contract, included as part of this Project Manual, and must execute the Contract no later than ten (10) consecutive calendar days following receipt of the Notice of Award from the Town. Failure of a Bidder to execute the Contract within said ten (10) day period shall give the Town the right to reject the Bid Proposal and award the contract to the next lowest responsive, responsible Bidder.
11. **CHECKS, CASH, OR BID BOND:** Not required for this Project.
12. **PERFORMANCE BOND:** Not required for this Project.
13. **PAYMENT BOND:** Not required for this Project.
14. **COORDINATION OF WORK:** During the performance of the contract it shall be the responsibility of the successful Bidder to pursue the orderly progress of all work stages throughout the Project and to assure that all work is completed within the time period stipulated herein as the Contract Period. In executing the duties incurred by these responsibilities, the successful Bidder shall provide sufficient executive and supervisory staff in the field to enable efficient and expeditious progress of the work. The Owner relies upon the organization, management, skill, cooperation, and efficiency of the successful Bidder to supervise, direct, control and manage the work and the efforts of the sub-contractors so as to deliver the intended construction to the Contract Documents and within the scheduled time.
15. **LIQUIDATED DAMAGES:** The successful Bidder is required to complete the Project as outlined in the Project progress schedule and as defined by the Contract Period. Should the successful Bidder fail to assure the completion of the total Project satisfactorily within the time period specified in the contract, the successful Bidder shall be charged with liquidated damages at a rate of **Five Hundred Dollars (\$500.00) per calendar day** until the total Project is successfully completed.

If in the event the successful Bidder is granted substantial completion by the Project Manager and fails to complete and/or correct all of the remaining list of items to be corrected within **30** days of the date of substantial completion, the successful Bidder shall be charged with **liquidated damages at a rate of Five Hundred Dollars (\$500.00) per calendar day** until all of the remaining items on the list are completed and corrected and approved by the Project Manager.

The successful Bidder shall indemnify the Owner for any claim or legal action against the Owner by any subcontractor or supplier as a result of injury or damages caused by that Contractor to others, including paying judgements against the Owner, all costs and expenses, legal or otherwise, incurred by the Owner in defending the suit.

- 16. CONTRACT REDUCTION:** The Town of Huntersville retains the exclusive right to reduce any or all of the scope of work within the Contract Documents after award of the contract for budgetary or other reasons. Should the Town of Huntersville choose to reduce any or all of said scope of work, the successful Bidder shall not be allowed any claims for anticipated profit or overhead on such deleted work.
- 17. CONTRACTORS LICENSE:** All Bidders must possess an up to date North Carolina General Contractors License to do work in North Carolina as required by N.C.G.S. Chapter 87, plus any other applicable licenses. A copy of these requirements is included in the bid documentation.
- 18. TIME OF CONSTRUCTION:** The Successful Bidder shall begin work on the date specified in the Notice to Proceed and shall pursue all necessary phases of construction in order to substantially complete the base bid work within **60 consecutive calendar days**. This time of construction shall be defined as the Contract Period.
- 19. TECHNICAL SPECIFICATIONS.** Technical specifications are included on the Contract Drawings, themselves, and are not separate included in the bid documents. It is up to each Bidder to satisfy themselves that these technical specifications are sufficient to enable them to perform the Work. If a Bidder determines that the technical specifications are not sufficient, the Bidder should pose appropriate questions to the Project Manager who will secure answers. All such inquiries and answers will be put out in the form of an Addendum prior to the time for opening bids.
- 20. SUBSTITUTIONS:** Requests for approval of substitutions for specified products or “or equal” or “equivalent” submittals other than those listed as acceptable products will be considered only upon submission of samples and manufacturers’ data, in triplicate, of both the product specified and the product intended for substitution. All such requests for substitutions must be received for consideration by the Engineer no later than 5 days prior to the Bid Proposal opening. All substitutions approved will be put into an Addendum. The Town reserves the right to consider and accept any and all substitutions proposed in determining the lowest responsible bidder.

END OF INSTRUCTIONS TO BIDDERS

SINGLE PRIME GENERAL CONSTRUCTION CONTRACT
BID PROPOSAL
RICHARD BARRY PARK RESURFACING PARKING LOT PROJECT
FOR HUNTERSVILLE PARKS AND RECREATION

ALTERING THE FACE OF THIS FORM IN ANY MANNER, OR PROVIDING INFORMATION NOT SPECIFICALLY REQUESTED SHALL RENDER THIS BID PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR CONSIDERATION BY THE TOWN

Date: 08/31/20

TO: **Town of Huntersville**
North Carolina

Bidders:

The undersigned Bidder, having examined carefully the site, the Invitation to Bid, Instructions to Bidders, Construction Drawings, the form Construction Agreement, Supplementary Documents (if any) and subsequent Addenda (as acknowledged herein) for the Richard Barry Park Resurfacing Parking Lot Project, hereby proposes to furnish all labor, materials, equipment and services necessary to perform the work required in the aforementioned documents for the sum of:

Two hundred one thousand, seven
Total Bid: hundred & thirty-five Dollars (\$201,735.00)

Town Reserves the right to award contract based on Base Bid only, or combination of Base Bid and any/all of the Alternate Bid Items below. The Bidder shall indicate if the Alternate is add or deduct for the overall bid. If the Alternate is left blank, then the Alternate will not change the Base Bid if accepted. The Bidder agrees to provide the Alternates as described in the Contract Documents for the following prices:

Schedule of Unit Prices

Unit Prices shall be included for the following items:

<u>ITEM</u>	<u>Unit Price</u>
1. <u>STONE:</u>	
a. <u>Install and Provide ABC Type A stone and compact in-place.</u>	<u>\$ 300 /CY</u>

The undersigned further agrees that this Bid Proposal shall be valid for a period of sixty (60) days from the date of receipt of the Bid Proposal and that if this Bid Proposal is accepted by the Town within this period, the Bidder will execute the Construction Agreement provided as part of the Contract Documents.

The undersigned further agrees to begin the work promptly upon receipt of the Notice to Proceed and to pursue the work with an adequate work force to complete the work within 60 calendar days from receipt of the Notice to Proceed. Liquidated Damages of \$500.00 per calendar day are hereby agreed upon as an assessment from the Contractor for failure to complete the work within the time period stated herein.

The undersigned Bidder further proposes and agrees to commence the work promptly upon notice, with an adequate force to satisfactorily complete the Project.

The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CONTRACTOR: Sloan Construction
(Company)

Contractor ☐ is or ☒ is not a historically underutilized business, registered with the North Carolina Office of Historically Underutilized Businesses. (Must be completed by all Bidders.)

ADDRESS: 18606 Northline Dr
Cornelius, NC 28031

BY: Michael L. O'Shields Jr Michael L. O'Shields Jr
(Signature) (Typed Name)

TITLE: Assistant Secretary

NC General Contractor's License No. 987

NC State Sales and Use Tax Registration 58-0641369

☒ Non-collusion Affidavit has been completed and is attached to this Bid Proposal Form (Required)
(Note: Inclusion of the non-collusion affidavit is mandatory. A bid will be rejected as non-responsive if not included in the bid submission.)

Select One (One or the other must be chosen by the Bidder):

☐ Substitution Listing (if substitutions are being proposed) is attached to this Bid Proposal Form.
(Note: Failure to include the Substitution Listing with this Bid Proposal will render the substitutions ineligible for consideration by the Town.) OR

☒ Substitution Listing is not attached to this Bid Proposal Form (No substitutions are proposed.)

NON-COLLUSION AFFIDAVIT

I, on behalf of the Bidder, being first duly sworn or afContractored, do hereby represent on behalf of the Bidder that the Bid Proposal submitted was made without collusion or fraud and that neither I, nor anyone else affiliated with the Bidder to my knowledge, have offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their Bid Proposal, and neither I, nor anyone else affiliated with the Bidder to my knowledge, have 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.

This the 31 day of August, 2020.

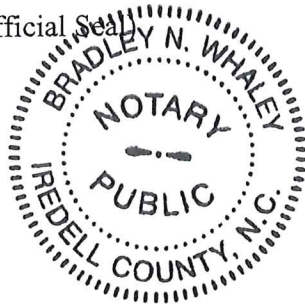
BIDDER: Sloan Construction

Michael L. O'Shield Jr
Print Name: Michael L. O'Shield Jr
Print Title: Assistant Secretary

State of NORTH CAROLINA
County of MECKLENBURG

Sworn to or subscribed before me this the 31st day of August, 2020.

(Official Seal)



Bradley N. Whaley
Notary Public
Print Name: 6/1/21
Bradley N. Whaley

SUBSTITUTION LISTING

TO: Town of Huntersville, North Carolina
Hereinafter called "Owner"

1. A Bidder requesting a substitution must submit this form to the Project Manager at least three (3) days prior to the time stated for Bid Opening.
2. Pursuant to bidding requirements for the Work titled:

THE RICHARD BARRY PARK RESURFACING PARKING LOT PROJECT

The Contract Sum proposed by the under signed on the Bid Proposal form is for the Work as shown on the Drawings, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder's proposed contract sum will be reduced by the amount shown.

3.	Specified Product Or Material	Drawing Number	Proposed Substitution	Proposed Reduction In Contract Sum
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

BIDDER:

By _____

END OF SUBSTITUTION LISTING

Standard Form Contract



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

CONSTRUCTION CONTRACT

CONTRACTOR:

PROJECT: Barry Park Resurfacing Parking Lot Project
PROJECT Barry Park, 13707 Beatties Ford Road
ADDRESS: Huntersville, NC 28078

This Construction Contract, 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, _____ (the "Contractor") having an address of _____.

WITNESSETH:

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

1. Scope of Services. The Contractor agrees to provide the professional construction services needed to complete the Project in accordance with the Project Drawings and Specifications and the Contract Documents for the price stated in the Contractors Proposal Form, plus or minus the substitutions listed on the Substitution Listing which are accepted by the Town.
2. Contract Documents. The Contract Documents consist of, in addition to this Contract, the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, and the General Conditions of the Construction Contract, all of the foregoing being incorporated herein by reference as if fully set forth herein, and all parties agree to be bound thereby.
3. Time for Performance of the Work. The Work shall be completed within ninety (60) days of receipt of the Notice to Proceed from the Town.
4. Payment for Services. For the performance of the Work Contractor shall be paid the lump sum of _____ Dollars (\$_____) in accordance with the terms and conditions provided in the General Conditions of the Construction Contract.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures this ____ day of _____, 20____.

CONTRACTOR

TOWN OF HUNTERSVILLE

BY: _____
Print Name:
Print Title:

BY: _____
Print Name:
Print Title:

This instrument has been pre-audited in that manner required by the North Carolina Budget and Fiscal Control Act.

Pattie McGinnis, Finance Director

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1. DEFINITIONS

Owner: "Owner" shall mean, The State of North Carolina through (name of agency)

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The designer(s) are those referred to within the Contract documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the Project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

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

The Contractor agrees to complete the construction of the Project in accordance with the Contract Documents. Such construction of the Project shall constitute the "Work." The Contractor agrees to provide all of the personnel, contract personnel, subcontractors, financial resources, materials, supplies, and equipment necessary to complete the Work in a timely and professional manner in accordance with the standards of the profession for similar work in the Mecklenburg County area at the time of the performance of the Work.

3. Contract Documents. The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, the Town's Standard Form Contract, and the General Conditions of the Construction Contract. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be the Construction Contract, the Bid Proposal Form, the Substitution Listing (only those items accepted by the Town), Addenda, the Contract Drawings, the Instructions to Bidders, the General Conditions of the Contract, the Invitation to Bid, and the Non-collusion Affidavit.
4. Licensure Required. 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.
5. Coordination With Others. The Contractor agrees to coordinate its Work with the work of any other unaffiliated contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.
6. Contract Insurance. Contractor shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in 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 for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor will have 60 consecutive calendar days to complete the Work from the date of Contractor's receipt of the Notice to Proceed.
8. Payment for Services. In consideration of the above services, the Town will pay the Contractor, in accordance with the Contractor's, plus reimbursable expenses at the Contractor's actual cost (without markup). Contractor will submit monthly Requests for Payment for Work performed to the Project Engineer who will forward them to the Project Architect 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 Project Architect 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 from the Architect and shall pay all undisputed amounts therein.

a. The designer with the approval of the Owner may withhold payment for the following reasons:

- (1) Faulty work not corrected.
- (2) The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- (3) To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- (4) The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
- (5) Claims filed against the Contractor or evidence that a claim will be filed.
- (6) Evidence that subcontractors have not been paid.
- (7) When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make owner liable for payment of interest to the Contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

b. Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

9. Acceptance. Execution of the Contract constitutes an agreement to the terms contained within 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 performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance with the Contract Documents that may appear in Contractor's proposal, acknowledgment, Requests for Payment, 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.
10. Working Drawings And Specifications At The Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
11. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- a. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
 - b. Upon notice, the Contractor shall furnish evidence as to quality of materials.

- c. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
 - d. The designer is the judge of equality for proposed substitution of products, materials or equipment.
 - e. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.
 - f. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
 - g. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the Project, and exercise the appropriate quality control program to ensure compliance with the Project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.
12. Cleaning Up And Restoration Of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.
13. Codes, Permits And Inspections. The Contractor shall obtain the required permits, if required, give all 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 there from.
- All fire alarm work shall be in accordance with the latest State Construction Office (SCO) Guidelines for Fire Alarm Installation (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO Guidelines for Fire Alarm Installation.
14. Protection Of Work, Property, The Public And Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner. Contractor shall have access to the Project at all times.
- a. The Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
 - b. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
 - c. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
 - d. The Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations,

elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

- e. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- f. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 13(b).

Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

- 15. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
- 16. Entire Agreement. The Contract Documents 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.
- 17. Changes, Additions, Deletions. No changes, additions, deletions or modifications (other than substitutions accepted by the Town at the time the contract is awarded) of the scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted unless the same are incorporated into a written Change Order, signed by the Town and the Contractor. However, the Contractor will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the Town or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Contractor will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
- 18. Change Orders. Change orders shall be submitted by the Contractor in writing to the owner/designer for review and approval. The Contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within five (5) days after receipt of the Contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the Contractor for his signature or otherwise respond, in writing, to the Contractor's proposal. Within five (5) days after receipt of the change order executed by the Contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within five (5) days of receipt.
 - a. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the Project as a result of the change in the work.
 - b. If, during the progress of the work, the owner requests a change order and the Contractor's terms are unacceptable, the owner, may require the Contractor to perform such work on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.
- 19. Relationship of the Parties. The Contractor is an independent Contractor and not an affiliate 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.
- 20. Sales Taxes. Any applicable sales taxes shall be invoiced as a separate item.

21. Substitutions. Substitutions proposed by the Contractor on the Substitution Listing Form, submitted with the Contractor's Bid Proposal, which are accepted by the Town shall be considered a modification to the Contract Documents. No other substitutions shall be made by the Contractor unless the same is put into a Change Order, signed by the Owner and Contractor.
22. Indemnification. To the greatest extent allowed by the law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
23. Anti-Discrimination. During the performance of the Contract, the Contractor shall not discriminate against or deny the Contractor's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
24. Insurance. The Contractor shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
25. Ethics in Public Contracting. By submitting their prices and acceptance of this Contract, the Contractor certifies that their proposal was 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 proposal, 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.
26. Applicable Laws and Courts. This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
27. 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.
28. Assignment. The Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
29. 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.
30. 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, certified by the Architect, and approved by the Town.
31. Warranties. The Contractor warrants 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 Work outlined in this Contract and any attached specifications. The 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. The Contractor warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Contractor's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. The Contractor makes no additional warranties, express or implied, in connection with the Work. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
32. Default. In the event of a breach by the Contractor, 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, construction 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 services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured within a ten (10) 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, including materials and supplies on site provided by the Contractor in finishing the construction of the Project.

33. 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 ten (10) day notice in writing from the Town to the 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 the 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.
34. Assignment. Contractor may not assign, pledge, or in any manner encumber the Contractor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent. Hiring a subcontractor to perform any portion of the Work shall be at the Contractor's discretion; however Contractor shall remain liable and responsible to the Town for all such Work completed by subcontractors.
35. No Third Party Beneficiaries. There shall be no intended nor incidental third party beneficiaries of this Contract. The 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.
36. Valid Contract. In order for this Contract to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be preaudited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
37. Verification of Work Authorization. The 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.
38. 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.
39. Severability. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
40. Dispute Resolution. As a precondition for filing a lawsuit related to a dispute under this Agreement, a party must comply with the Town of Huntersville Rules Implementing Mediated Settlement Conferences for Town of Huntersville Construction Projects, the "Dispute Resolution Procedure."
41. Companies that Boycott Israel List. With the execution hereof, Firm, 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.

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Town shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such 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 Firm 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 Firm 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 Firm 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

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$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 Firm.

d. Other Insurance

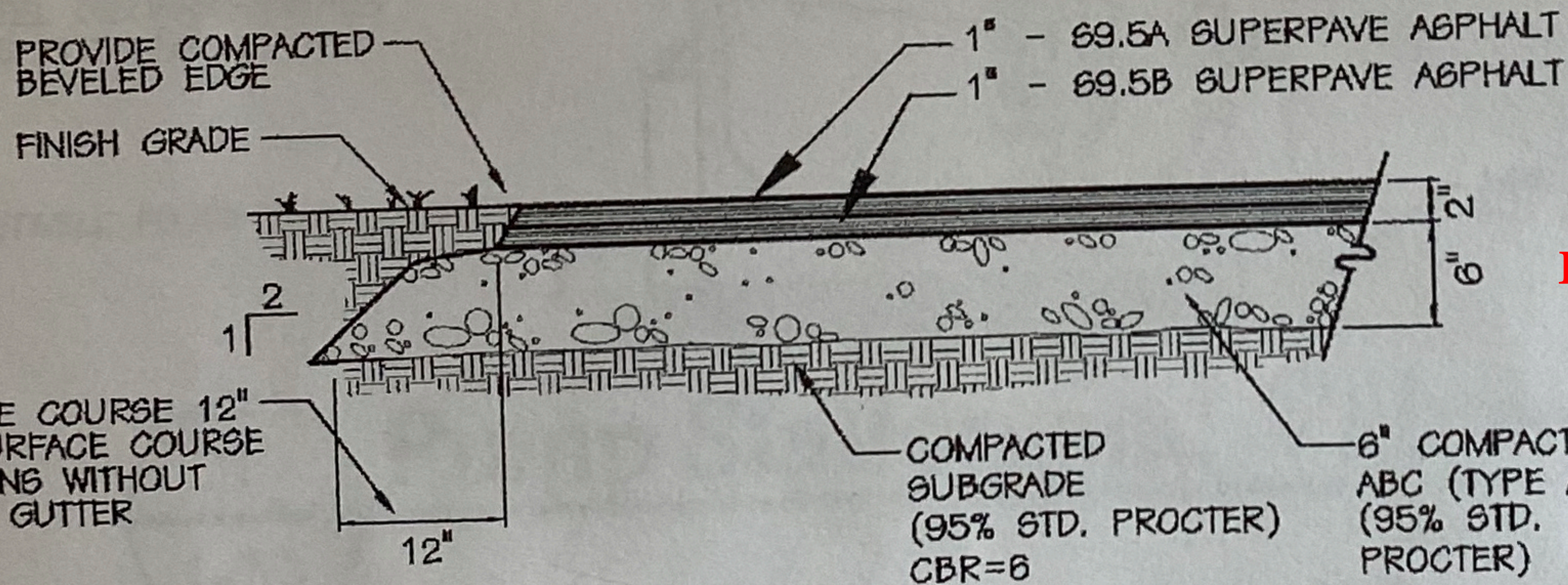
The Firm shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. Proof of Carriage

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

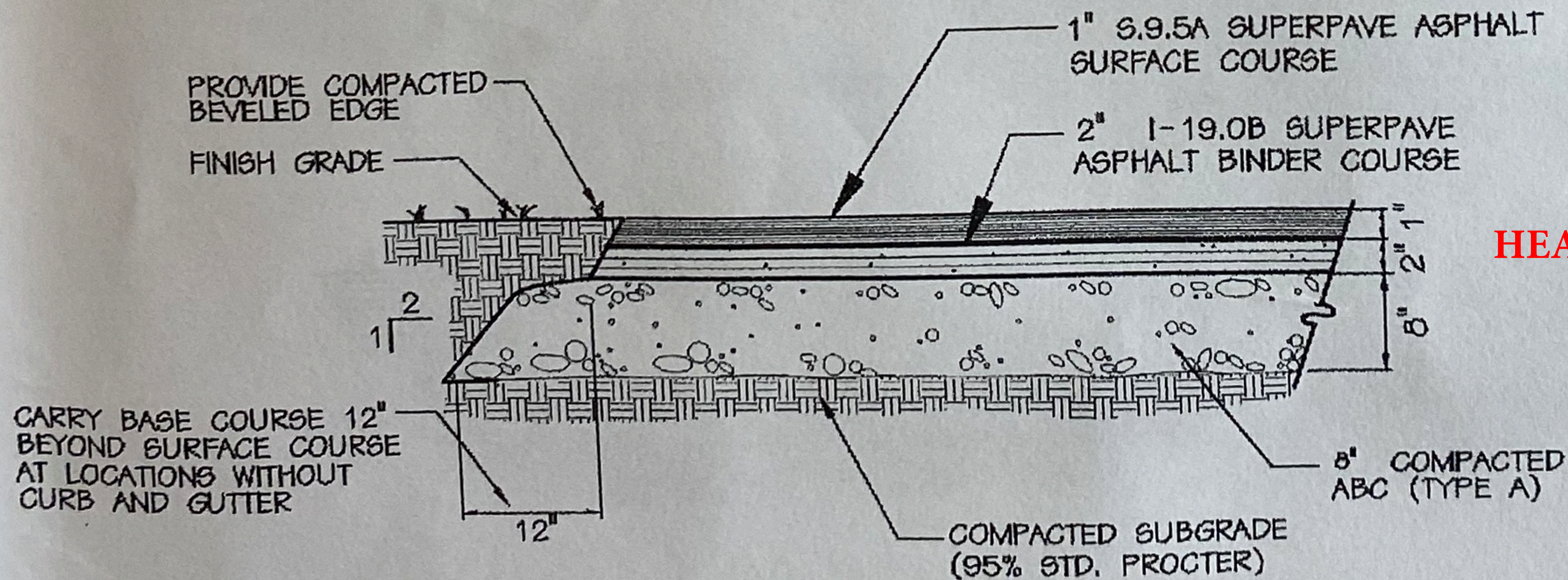
This project includes the removal and disposal of existing asphalt and paving and stripping parking lot as well as removing and re-installing wheel stops in the red shaded area. This parking lot has 311 parking spaces and includes 8 handicapped spaces. The parking lot and driveway areas are approximately 103,000 sq ft. Bidders should visit site to get measurements prior to bidding.





LIGHT DUTY PAVING FOR ALL PARKING SPACES

Light Duty Paving Section

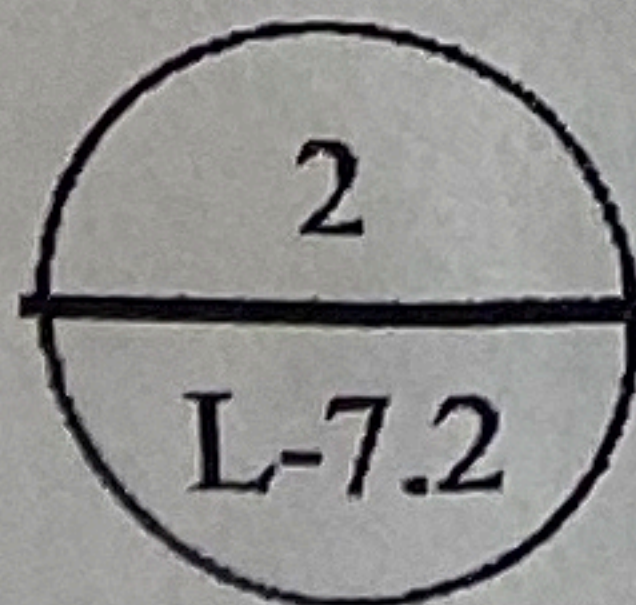


HEAVY DUTY PAVING FOR ALL DRIVEWAYS

Heavy Duty Paving Section

NOTES

1. SEE SPECIFICATIONS FOR OTHER REQUIREMENTS.



Asphalt Paving Light Duty

N.T.S.



Barry Park Resurfacing Project

Town of Huntersville

Bids for Single Prime

Contractor	License No.	Non-Collusion Affidavit	Base Bid
Sloan Construction	987	Y	\$201,735.00
Blythe Construction, Inc.	7639	Y	\$259,000.00
Eddie Smith & Sons Paving, Inc.	SC G108262	Y	\$585,000.00

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

To: Town Board

From: Kevin Fox, Public Works

Date: 09/21/20

Subject: Interlocal Agreement with Mecklenburg Soil and Water Conservation District for the Cambridge Grove Stream Restoration Project

EXPLAIN REQUEST:

The Town of Huntersville has been working with Mecklenburg Soil and Water Conservation District, a governmental subdivision of the State of North Carolina, and has identified a stream restoration project that is needed within the Cambridge Grove Subdivision. The current stream section has severely eroded and is in desperate need of repair. The Mecklenburg Soil and Water Conservation District and the Town intends to partner on the design of the solution, as well as seek grant funding for the construction of the solution. The attached ILA with the District covers the expenses of the design and grant application process for the project. Construction partnerships will be addressed at a later date.

ACTION RECOMMENDED:

Adopt Resolution to approve Interlocal Agreement with Mecklenburg Soil and Water Conservation District for the Cambridge Grove Stream Restoration Project. *(Kevin Fox)*

FINANCIAL IMPLICATIONS:

Stormwater Fund

ATTACHMENTS:

- [Resolution authorizing Interlocal Agreement.docx](#)

- [CambridgeGrove - District - Town of Huntersville Interlocal agreement.pdf](#)



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO APPROVE THE INTERLOCAL AGREEMENT
WITH MECKLENBURG SOIL AND WATER CONSERVATION DISTRICT FOR FUNDING THE
CAMBRIDGE GROVE STREAM RESTORATION PROJECT

Whereas, Mecklenburg Soil and Water Conservation District intends to perform design services and apply for grant funding of the Cambridge Grove Stream Restoration project (the "Project"); and

Whereas, Mecklenburg Soil and Water Conservation District will administer and process payments for the completed work; and

Whereas, the Agreement, attached hereto as Exhibit A, is necessary for the Town of Huntersville to reimburse Mecklenburg Soil and Water Conservation District for the expenditures related to the Town of Huntersville's portion of the completed work;

NOW THEREFORE, BE IT RESOLVED that the Agreement, attached hereto as Exhibit A, is approved. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution, including signing the Agreement attached with such modification as may be required.

Adopted this 21st day of September, 2020.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

STATE OF NORTH CAROLINA
MECKLENBURG SOIL AND WATER CONSERVATION DISTRICT
TOWN OF HUNTERSVILLE

INTERLOCAL AGREEMENT FOR
FUNDING OF THE CAMBRIDGE GROVE
STREAM RESTORATION PROJECT

This Interlocal Agreement for Funding of the Cambridge Grove Stream Restoration Project (this "Agreement") is entered into and agreed upon as of _____, 20__, (the "Effective Date"), between the MECKLENBURG SOIL AND WATER CONSERVATION DISTRICT (the "District"), a governmental subdivision of the state of North Carolina, and a public body, corporate and politic, organized according to the Soil and Water Conservation District Law (the "Law"), operating within the powers set forth in the Law; and the TOWN OF HUNTERSVILLE (the "Town"), a municipal corporation organized under the laws of the State of North Carolina. (The District and the Town are sometimes referred to herein as the "Parties" and each, individually, a "Party").

The Parties seek to make certain improvements to the water resources (including stabilization of sewer laterals) in the McDowell Creek watershed, between Cambridge Grove Drive and Glassfield Drive in Huntersville, North Carolina as shown in **Exhibit A** (the "Property"), which may include the restoration of streams and Best Management Practices ("BMPs") (collectively, the "Project").

It is in the Parties' mutual best interest to make Project improvements collaboratively by developing design plans and completing construction for the Project by working together. The Parties desire to enter into this Agreement that sets out their respective rights and responsibilities regarding the funding and development of the Project.

Therefore, in consideration of the premises and fulfilling this Agreement, the District and the Town agree as follows:

1. Project Description. The Project may include a combination of stream restoration, stream stabilization, stream enhancement, habitat structure placement, buffer enhancements, and implementation of structural BMPs to address stabilization of the stream and associated sewer laterals. The District will execute and manage the design contract for the Project. Upon receipt of construction estimates from the Engineer, the District and the Town will determine responsibility for management of construction of the Project. Possible scenarios for construction management include the District managing the Project, the Town managing the Project, each Party managing a portion of the Project, or discontinuation of all or parts of the Project. Once a determination has been made on construction management, an addendum will be added to this Agreement to document the agreed upon management scenario. The District Board and the Town Manager are authorized to negotiate and execute such an addendum and add it to this Agreement.
2. Exhibit List. The following Exhibits are attached to this Agreement and incorporated into and made hereof by reference:

Exhibit A: Map of the Property.

Exhibit B: Estimated Phase I Project Funding.

Each reference to the Agreement shall include all Exhibits, including additional exhibits added after execution of the Agreement to specify construction and any construction phases as provided in Section 6.

3. Consultant Selection. The District has selected The John R. McAdams Company (the "Engineer"), a consulting engineering firm with expertise in water resource design and construction contract services

with projects similar in size and scope to the Project, to provide engineering services for the Project. The District will enter into a written contract with the Engineer for the provisions of those services described in Paragraph 4 below upon terms acceptable to the Town. The District's written contract with the Engineer shall include a provision granting the Town the right to keep and use the plans that are generated during Phase 1 of the Project.

4. Design. The District shall be responsible to obtain from the Engineer (a) an existing conditions analysis, (b) a topographic and location survey, and (c) a design and preliminary cost estimation of the Project. The design plans will consist of improvements to the stream system. Upon receipt of the design plans from the Engineer, the District will submit to the Town a copy of the Project Conceptual Design Plans and Preliminary Cost Estimate. The Town shall provide written comments to the District after design submittal in sufficient time to allow for application to the NCDEQ Division of Water Resources, Water Resources Development Grant Program (the "Grant") referenced in Section 8. Once the Engineer has determined what preliminary estimate construction costs will be for the Project, the Town will indicate to the District in writing if the Town wants the District to proceed with application to the grant program. The Town will have final approval authority for the preliminary and final (to be described in future exhibit(s) and added to the contract) plans and specifications for the Project. The District shall also be responsible for contract administration for the design contract and the agreed funding for the Project as specified in **Exhibit B**. The District, with assistance from the Engineer, will document all costs for the Project.

5. Permits. The District shall ensure that the Engineer obtains all federal, State and local permits necessary to construct the Project. The District will submit to the Town copies of all permit authorizations related to the Project upon request.

6. Construction Contract. As required by law, and any grant requirements, the District shall solicit and obtain (or shall have the Engineer or Town solicit and obtain, as may be agreed to on a case by case basis) bids for the construction of the Project, and if necessary, for individual phases of the Project, including all labor, materials and services necessary to execute the work associated with the approved design plans and construction documents and award the contract or contracts for such Project to a qualified contractor (each, a "Contractor") under applicable law. Before awarding any contract that includes any portion of the Project, the District must notify the Town of all bidders for the Project and their bid amounts. The Town shall have thirty (30) days after notification of the bids to either authorize the District in writing to award the contract for the one of more portions of the Project for which bids were received, or to refuse to authorize the District to award the contract for the bids. Any Town approval in writing to award the contract for the Project bid must specify the dollar amount of the contract and contain an executed pre-audit certificate from the Town's Director of Finance for that work. Such approval shall be documented in an exhibit as described in Section 6. Responsibility for contract administration for the construction contract or contracts will be determined jointly by the District and the Town after construction cost estimates, construction phasing, grant funding and the agreed funding for the Project as specified in **Exhibit B** are established. The District, with assistance from the Engineer, will document costs of the Project.

7. Construction Phases. Construction of the Project may be split into phases based upon availability of funds or other practical constraints. Upon completion of the full design and cost estimates for the Project, the District and the Town will jointly decide on whether to construct the Project under one construction contract or whether to do the Project in phases. That decision will be described in an **Exhibit C** to be added to this Agreement signed by the District and the Town Project Manager, and for the Town, the Town Director of Finance. If the initial decision is to construct the Project in phases, any additional Project phases later to be constructed will be described in an **Exhibit D** and added to this Agreement. Additional phases can be added by adding additional exhibits labeled appropriately over the term of this Agreement.

8. Grants. The District and the Town have jointly decided to apply for grant funding from the NCDEQ Division of Water Resources, Water Resources Development Grant Program to offset portions of the cost of design and construction of the Project. The District, with input from the Town and the Engineer, will

prepare and submit grant application(s). The District will also serve as the Grant Applicant and Primary Contact for the grant, the Town will serve as a Project Supporter.

9. Warranty Period Maintenance. Upon completion of the Project, the District agrees to oversee the one-year warranty maintenance to be provided by the Contractor or Contractors.

10. Payment Responsibilities of the Town. The Town agrees to pay to the District the amounts as described in **Exhibit B** (and other lettered exhibits added to this Agreement as authorized by Section 6) for the design and construction of the Project upon the following conditions being met: receipt by the Town of an invoice or invoices from the District of fees and costs associated with the design and construction of the Project, complete with actual cost documentation supporting the invoice or invoices. The Town's payment to the District shall be made within thirty (30) days of the above conditions being met for each invoice submitted.

11. Funding Administration. The District shall be responsible for contract administration for the design contract, the construction contract or contracts (unless otherwise decided by the parties per Paragraph 6 above), any grant contracts and the funding agreement with the Town as specified in **Exhibit B**. The District, with assistance from the Engineer, will document all costs associated with the Project.

12. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the Party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective Parties properly addressed as follows:

If to the District: Mecklenburg Soil and Water Conservation District
2145 Suttle Avenue
Charlotte NC, 28208-5237
Attention: Leslie N. Vanden Herik

If to the Town: Town of Huntersville
P.O. Box 664
Huntersville, NC 28070
Attention: Kevin Fox

Either Party may change its notice address by giving written notice of the change to the other Party in the manner specified above ten (10) days before the effective date of such change.

13. Applicable Law. This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

14. Dispute Resolution. The Parties agree that any disputes which cannot be resolved by the Parties or their designees will first be attempted to be resolved by mediation conducted in Charlotte, North Carolina by a single mediator selected mutually by the Parties (provided that, if the Parties cannot agree on the selection of a mediator, such mediator will be selected by the District). If the dispute is not resolved by mediation, then the Parties shall resolve the dispute by binding arbitration conducted by a single arbitrator under the then-applicable Commercial Arbitration Rules (the "Rules") of the American Arbitration Association. The arbitrator shall be selected mutually by the Parties (provided that, if the Parties cannot agree on the selection of an arbitrator, such arbitrator will be selected by the Town). The Rules will apply except as specified in this paragraph. All arbitration proceedings will be held in Charlotte, North Carolina

before a single arbitrator. Judgment upon the award rendered in any such arbitration proceeding may be entered into any court having competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement.

15. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall expire at the conclusion of the one-year construction warranty period unless sooner terminated or extended in accordance with the provisions of this Agreement.

16. Amendments. This Agreement may be amended by written agreement authorized by the governing bodies of each Party and signed by authorized representatives of both Parties.

17. Third Party Beneficiaries. This benefit is solely for the benefit of the Parties. No provision of this Agreement shall confer upon any other person any remedy, claim, liability, reimbursement, cause of action or right.

18. Termination. The Parties may terminate this Agreement at any time by mutual consent under such terms as agreed to in writing by the District Board of Supervisors and the Town Board of Commissioners.

19. Project Managers. The following individuals shall serve as project managers for the Project who are authorized to add exhibits describing the construction to be performed, the contracted price for the construction, and phases as necessary as outlined in Section 6. The District and Town Manager may change their Project Managers from time to time following the Notice provisions in Section 12 above.

District Project Manager:	Leslie N. Vanden Herik, Conservation District Manager Mecklenburg Soil and Water Conservation District 2145 Suttle Avenue Charlotte, NC 28208-5237
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Town Project Manager:	Kevin Fox Director of Public Works Town of Huntersville, NC P.O. Box 664 Huntersville, NC 28070
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20. Easements for the Project. As the District is authorized under North Carolina General Statute to utilize public funds on private land without requirement of an easement, no easements shall be obtained. Should any such rights not be sufficient for such purposes, the Town agrees as needed to obtain all easements and rights-of-way necessary for any surveying, design, construction and maintenance of the Project, and will record such easements and rights-of-way and inform Mecklenburg County.

ACCEPTED AND AGREED TO BY THE PARTIES AS OF THE EFFECTIVE DATE:

TOWN OF HUNTERSVILLE

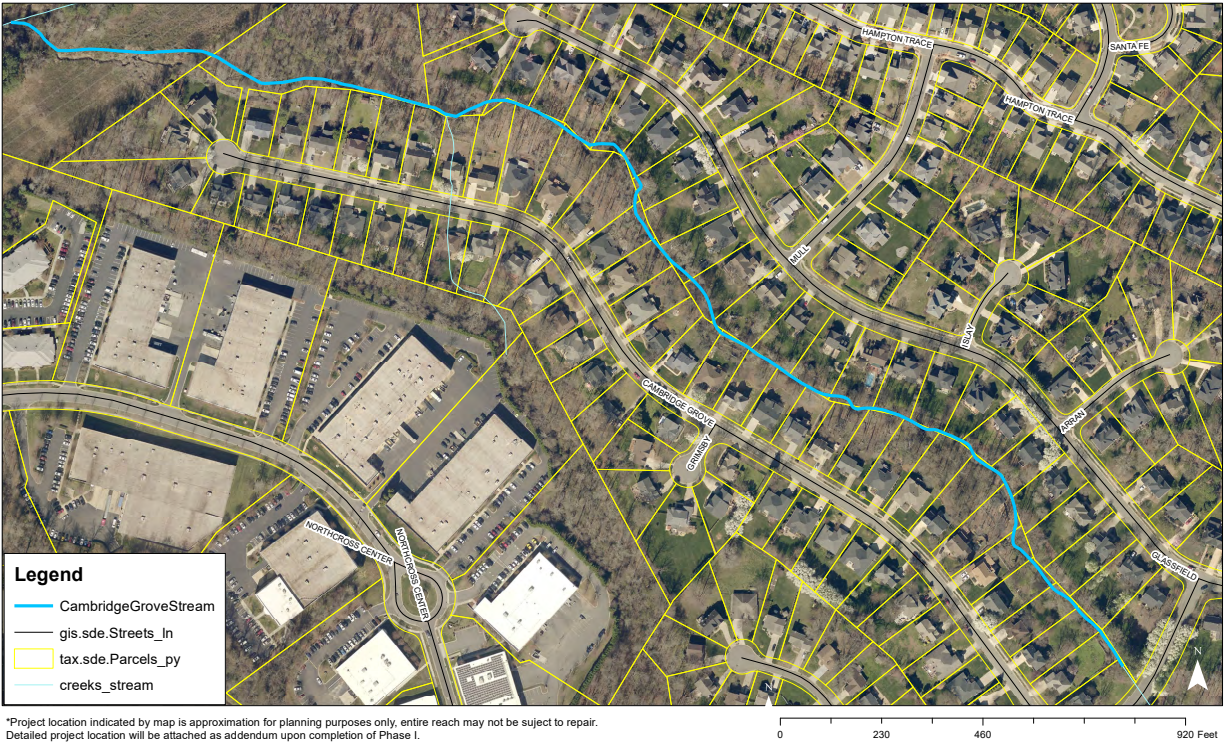
MECKLENBURG SOIL AND
WATER CONSERVATION DISTRICT

Kevin Fox, Director of Public Works

Leslie N. Vanden Herik, Conservation District Manager

Exhibit A
Project Map

Cambridge Grove Stream Project - Location Map



*Project location indicated by map is approximation for planning purposes only, entire reach may not be subject to repair.
Detailed project location will be attached as addendum upon completion of Phase I.

Exhibit B

PROJECT FUNDING FOR PHASE ONE OF THE PROJECT

The preliminary estimated cost for design and construction of the Project is to be determined by the Engineer during phase I of the Project.

Feasibility Planning and Design

- Town agrees to fund 100% of the planning and design, of the Project, i.e., the system improvements, for which cost estimate will be provided during phase I.
- Town also agrees to fund 100% of the cost of preparation and submission of the grant described in section 8 of the agreement
- The District will invoice the Town for 100% of the staff resources expended on the Project for the Project design and grant preparation and submission.
- The Town will be invoiced for 100% of the staff hours expended on the Project, not to exceed three thousand two hundred dollars (\$3200) at the following billing rates:
 - Conservation District Manager \$ 80.00 per hour
- The Town will also be invoiced for 100% of the costs billed by the Engineer at the rates described in the proposal not to exceed twenty-nine thousand dollars (\$29,000)
- Upon completion of the Project Design, billable rate may be reviewed and modified as needed.

Construction and Construction Administration

- Town agrees to fund 100% of the construction of the Project less any grant funds awarded and/or cost share funds allocated by the District.
- District and Town agree that construction administration by the Engineer, or a third party, is a cost of construction and that the Town shall fund 100% of said cost associated with the Project.
- Upon completion of construction estimates by the Engineer, the District and the Town will mutually determine the path forward on construction. Several project management scenarios will be considered:
 - The District will manage construction of the Project
 - The Town will manage construction of the Project
 - The District will manage certain construction phases and the Town will manage other phases.
- If the District manages construction of the Project the Town will be invoiced for the Project at the following billing rates:
 - Conservation District Manager \$ 80.00 per hour

Anticipated Schedule

The following table presents the anticipated schedule including estimated funding needs.

Project Phase	Start Date (encumbrance date)	Estimated Town funding Not to Exceed
Design		
Design Engineer Cost	TBD	\$29,000
District Project Management/Grant Application Cost	TBD	\$3,200
Construction	TBD	\$ TBD

Note: Addendum will be added to for Phase II of Project "Construction" upon notification of Grant award. Construction management agreement to be determined mutually by District and Town after receipt of construction estimates from Engineer.

Miscellaneous

- The District will be the applicant and contract administrator for any grants, which includes the preparation of Project reports and expense reimbursements
- All miscellaneous costs associated with the Project (*e.g.*, educational, signs, administrative, etc.) will be paid by the Town.

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

To: Town Board

From: Eian Fowler, Engineering

Date: 09/21/20

Subject: Beatties Ford and Gilead Engineering Services Contract

EXPLAIN REQUEST:

Engineering Services Contract for Beatties Ford at Gilead intersection improvement project.

ACTION RECOMMENDED:

Adopt Resolution awarding Engineering Services Contract for Beatties Ford at Gilead Road intersection improvement project. *(Eian Fowler)*

FINANCIAL IMPLICATIONS:

2020 Bonds

ATTACHMENTS:

- [Board Resolution Contract Package - Beatties Ford at Gilead.pdf](#)



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE BEATTIES FORD ROAD AT GILEAD ROAD (BFG) PROJECT CONTRACT PER THE QUALIFICATION-BASED SELECTION PROCESS

Whereas the Town of Huntersville proposes to enter into an agreement for professional engineering services for the intersection improvements of the BFG Project;

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 design services required were put out for proposals based on qualifications and is attached for reference; and

Whereas from a qualified proposer the selected proposal was from RS&H Architects-Engineers-Planners, Inc., see Exhibit A;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes Contract for Professional Engineering Services attached herein as Exhibit A is approved.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution; and
3. This Resolution shall be effective as of the date its adoption.

Adopted this 21st day of September, 2020.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney



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

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

FIRM: RS&H Architects-Engineers-Planners, Inc. (RS&H) **PROJECT:** Beatties Ford at Gilead Intersection
1520 South Boulevard, Suite 200 **PROJECT ADDRESS:** Beatties Ford Rd at Gilead Rd
Charlotte, NC 28203 | Phone: 704-752-0610 Huntersville, NC
Scott Cole, PE, CPM
Scott.Cole@rsandh.com

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 (the "Firm") located at 1520 South Blvd, Suite 200, Charlotte, NC 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 professional engineering services needed to complete the project. Such professional engineering services shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits B and C, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit B that are requested by the Town or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit D, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firm's standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit D 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.

The Firm will be responsible for providing properly licensed engineers to complete the Work in accordance with the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. 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 from claims and liabilities to the extent caused by the negligent errors or omissions of the Firm, including its engineers, 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 Firm must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and must be properly authorized to conduct business in the state of North Carolina. The engineers performing the Work, and in responsible charge of the Work, must be a licensed Engineer in the State of North Carolina and must have a good ethical and professional standing.

The Town reserves the right to terminate the professional service contract of the Firm based on the Firm's breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.). The Town reserves the right to modify the Scope of Work described in Exhibit B Scope of Services, and in such event the Town and Firm shall negotiate in good faith to make corresponding modifications to 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 for all insurance purchased, an endorsement 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. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Marketing Use. The use of this project for marketing and reference purposes is subject to the Town's consent.
5. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town.
6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit C, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the lump sum stated in the Fee Schedule in Exhibit C. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit D, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

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

Town of Huntersville

RS&H Architects-Engineers-Planners, Inc.

Name of Firm (print)

Anthony Roberts- Town Manager



Signature

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

Vice President

Title

Pattie McGinnis- Finance Director

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Firm's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) Exhibits A, B, C & D hereto, and (iii) any other terms and conditions of a written agreement signed by Firm 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 Firm and the Town with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance herewith that may appear in Firm's quotation, acknowledgment, invoice or in any other communication from Firm 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.** The Contract Documents constitute and represent the complete and entire agreement between the Town and Firm 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. However, the Firm will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the Town or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Firm will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
4. **Relationship of the Parties.** The Firm is an independent Professional Engineering Company and not an affiliate of the Town. The conduct and control of the work will lie solely with the Firm. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Firm and the Town. Employees of the Firm shall remain subject to the exclusive control and supervision of the Firm, which is solely responsible for their compensation.
5. **Prices.** If the Firm's price or the regular market price of any of the Work covered hereunder is lower than the price stated in the Contract Documents on the date of performance of the Work, the Firm agrees to give the Town the benefit of such lower price on such Work. In no event shall the Firm's price be higher than the price contained in the Firm's Fee Schedule attached as Exhibit C unless otherwise agreed in writing.
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 the 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 the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, 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 the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
9. **Invoices and Payment Terms.** Invoice and Payment Terms are set forth in Section 5 in the Contract for Professional Engineering 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.** During the performance of the Contract, the Firm shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance.** The Firm shall provide the insurance coverages shown on Exhibit A, 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, the Firm certifies that their

proposal was 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 proposal, 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.** This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Firm represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **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.
15. **Assignment.** The Firm shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
16. **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.
17. **Warranties.** The Firm warrants 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 Work outlined in this Contract and any attached specifications. The Firm 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. The Firm warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. The Firm makes no additional warranties, express or implied, in connection with the Work. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
18. **Quality and Workmanship.** All Work shall be performed in accordance with this Contract and the applicable standard of care
19. **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 a breach by the Firm, 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, professional engineering services substantially similar to those so terminated, in which case the Firm shall be liable to the Town for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured with the thirty (30) day notice period. In the event this Contract is terminated by the Town for the default of the Engineer, the Town shall be entitled to keep and use all design work provided by the Engineer for use in finishing the design and construction of the Project.
20. **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 ten (10) day notice in writing from the Town to the Firm. If the Contract is terminated by the Town in accordance with this paragraph, the Firm will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The Town will not be liable to the Firm for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
21. **Assignment.** Firm may not assign, pledge, or in any manner encumber the Firm's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
22. **No Third Party Beneficiaries.** There shall be no intended nor incidental third party beneficiaries of this Contract. The Firm 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.
23. **Valid Contract.** In order for this Contract for Professional Engineering Services 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.
24. **Verification of Work Authorization.** The Firm 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.

25. **Iran Divestment List.** With the execution hereof, Firm, 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.
26. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
27. **Companies that Boycott Israel List.** With the execution hereof, Firm, 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.

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Town shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such 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 Firm 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 Firm 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 Firm 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

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$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 Firm.

d. Other Insurance

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

EXHIBIT B

FIRM'S SCOPE OF SERVICES

[Attach a copy]

Exhibit B
Final – 09/02/2020
Scope of Services for
Town of Huntersville Intersection Improvements at Beatties Ford Rd (SR 2128)
and Gilead Rd (SR 2136)
Task Order No. 1

Project Overview

The Town of Huntersville (Town) proposes intersection improvements at the intersection of Beatties Ford Road (SR 2128) and Gilead Road (SR 2136). The intersection improvements will be based on current and future traffic needs with options including a traditional intersection or a roundabout.

RS&H Architects-Engineers-Planners, Inc. (RS&H) will provide the design services for the Town as described below. These services will be performed in accordance with all applicable Town, state, and federal laws and regulations and the terms specified in Contract for Professional Engineering Services between the Town and RS&H executed on September ____, 2020.

Task Order 1 begins with project initiation and extends through conceptual design. The anticipated duration of this task order is 3 months (September 2020 through November 2020). The following elements are included in this scope of services and described in detail in the following sections:

- A. Data Collection (RS&H)
- B. Traffic Analysis (RS&H)
- C. NCDOT Coordination (RS&H)
- D. Surveys (Future Task Order)
- E. Geotechnical Investigation and Pavement Design (Town)
- F. Environmental Document (Town)
- G. Conceptual Design (RS&H)
- H. Utility Coordination (Vaughn & Melton – V&M)
- I. Design Concepts Cost Estimate (RS&H)
- J. Administration and Coordination (RS&H)

A. Data Collection

RS&H will conduct a field review (anticipated to be two roadway engineers) to visually verify easily identifiable survey items provided by V&M and report back identified missing items. RS&H will develop a survey request for additional survey needed for the project and provide to V&M.



B. Traffic Analysis

1. Traffic Operations Analysis

The traffic operations analysis will be performed for the following scenarios:

- 2020 Existing Conditions
- Horizon Year (2040) No-Build
- Horizon Year (2040) Build (two scenarios)

RS&H will analyze two build scenarios for study location of Beatties Ford Road at Gilead Road. The build scenarios include a traditional intersection and a roundabout.

RS&H will use the traffic count data for the study intersection as provided by the Town to perform the traffic operations analysis. The existing traffic counts will be adjusted to the 2020 Existing Year by utilizing an annual growth rate of 1.5% as provided by the Town. A 2040 horizon year analysis will be performed, and the existing AM and PM peak hour volumes determined from the traffic counts will be grown to the 2040 horizon year. A year of failure analysis will also be performed if the intersection does not operate acceptably in the horizon year. An annual growth rate of 1.5% was provided by the Town for use in this study.

The traffic operations analysis of stop-controlled and signalized intersections will be performed using Synchro. For the proposed roundabout scenario, the analysis will be performed using Sidra Intersection. Measures of Effectiveness (MOEs) for intersections will include level of service (LOS), delay, and volume to capacity (v/c) ratio. In addition, for future year scenarios, queue lengths will also be reported. For signalized intersections, SimTraffic will also be used to evaluate queuing.

A brief memo will be prepared to document the traffic operations analysis methodology and results. The traffic scope of work assumes that one traffic staff member will attend up to two coordination meetings with the Town.

Deliverables: Traffic Memo

2. Crash Analysis

RS&H is prequalified with the NCDOT Traffic Safety Unit to perform crash analysis and will perform the crash analysis following the procedures set forth in the Transportation Mobility and Safety On-Call guidelines.

RS&H will perform crash analysis using NCDOT TEAAS software. RS&H will obtain available traffic crash data (5 years). The analysis provided will include the fiche report, maps, reports and all calculations necessary to complete the analysis. It is assumed that the intersection analysis report will be prepared for up to 150 feet along each intersection approach for the Beatties Ford Road and Gilead Road intersection.

RS&H will sort, process, review and summarize the crash data in a tabular format that clearly presents the pertinent information and identify crash patterns for use in determining intersection improvements. The crash data will be summarized in the traffic operations analysis memo described in **Section B.1**.

C. NCDOT Coordination

RS&H will coordinate with and determine what submittals are required from NCDOT and will engage NCDOT with the Town in the decision making process to finalize the recommended alternative, as Beatties Ford Road and Gilead Road are State maintained.



D. Surveys

Final surveys will be covered under a future task order.

E. Geotechnical Investigation and Pavement Design (Town)

The Town has decided Geotechnical investigation tasks are not needed for this project. Pavement design to be provided by Town in accordance with Town and/or NCDOT Standards.

F. Environmental Document (Town)

The Town has indicated that an environmental document is not needed for this project.

G. Conceptual Design

RS&H will develop a conceptual roadway design for each of the two traffic analysis scenarios that was determined to be feasible. The conceptual design will be developed for each of these, utilizing existing Lidar, that will include horizontal alignments, high level right-of-way impacts, lane configurations and multimodal accommodations as determined. A consistent ROW width will be applied beyond the plan view linework to be used for ROW estimating purposes. RS&H will coordinate with the Town in development of design criteria, typical sections, and review of all roadway designs. The Town will review all submittals prior to them being sent to NCDOT for review. It is anticipated that the Town will have approximately 3 weeks of review time. The design vehicle will be selected based on guidance from NCDOT.

Design criteria, typical sections and roadway designs will be prepared based on the capacity analysis, A Policy on Geometric Design of Streets and Highways, AASHTO 2018 (Green Book), and the NCDOT Roadway Design Manual. Plans will be developed using MicroStation and GEOPAK V8i.

Deliverables: Design Criteria, Typical Sections & Conceptual Designs (2)

H. Utility Coordination (V&M)

V&M to perform field reconnaissance of the project location to determine existing utilities for major potential design concept conflicts. V&M to contact utility owners about major existing utility infrastructure for relocation costs and timeline at their discretion or in coordination with concerns brought up by RS&H.

I. Design Concepts Cost Estimate

RS&H will develop a cost estimate for up to two concept designs. Conceptual Design Cost Estimates will be provided, to include estimated right-of-way and construction costs. Construction cost estimates will be created using a cost per mile table, provided by the NCDOT cost estimating group, used for determining costs for long range transportation projects.



Right-of-way estimates will be produced by researching the Mecklenburg County tax parcel values and applying a cost per acre according to the anticipated right-of-way needs for each concept design. Impacted buildings will be included in this estimate.

Deliverable: Conceptual Design Cost Estimates (2)

J. Administration and Coordination

1. Schedule

RS&H will prepare a milestone-driven Microsoft Project schedule. The Town will review the schedule and provide comments.

Deliverables: Microsoft Project Schedule (electronic copy)

2. Progress Reports and Invoices

RS&H will prepare monthly progress reports and invoices in a format suitable for meeting the requirements of the Town for a period of 3 months, anticipated to be September 2020 to November 2020.

Deliverables: Monthly Progress Reports and Invoices (3 months)

3. Meetings and Coordination

RS&H will maintain general coordination with the Town for 3 months, anticipated to be September 2020 to November 2020. RS&H will meet periodically with the Town for progress updates and review of submittals. Each meeting will be conducted virtually. This scope of services includes the following meetings:

- Traffic Analysis and recommendation review meeting, anticipated to include one Traffic Engineer and the Project Manager.
- Concept Design Review meeting, anticipated to include one Roadway Design Engineer and the Project Manager.

EXHIBIT C**FIRM'S FEE SCHEDULE**

Services	Fee Type	Fee
Data Collection	Lump Sum	\$750.00
Traffic Analysis	Lump Sum	\$13,600.00
NCDOT Coordination	Lump Sum	\$1,160.00
Develop Design Concepts	Lump Sum	\$12,620.00
Utility Coordination	Lump Sum	\$1,391.25
Design Concepts Cost Estimate	Lump Sum	\$4,510.00
Administration and Coordination	Lump Sum	\$6,090.00
Expenses	Lump Sum	\$570.00
	SUB TOTAL	\$40,691.25
Additional Items – optional		
	SUB TOTAL	
NOT TO EXCEED TOTAL =		\$40,691.25

EXHIBIT D

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]

EXHIBIT D

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

Prime Consultant – RS&H		
<i>Job Classification</i>	<i>Employee Name</i>	<i>Hourly Rate</i>
Project Manager	Scott Cole, PE	\$225.00
Project Manager	Jennifer Farino, PE	\$225.00
Senior Traffic Engineer	Tom Kelly, PE	\$165.00
Senior Traffic Engineer	Regina Bowman, PE, PTOE	\$165.00
Senior Engineer	Allison Drake, PE	\$145.00
Senior Engineer	Sean Kortovich, PE	\$145.00
Traffic Engineer	Samantha Schober	\$125.00
Traffic Engineer	Ondrej Drobny, EI	\$125.00
Project Engineer	Eric Bush, EI	\$105.00
Project Engineer	Sean Kane, EI	\$105.00
Technician	Allison Harris	\$95.00
Technician	Justin Gerasimou	\$95.00
Subconsultant 1 – Vaughn and Melton		
<i>Job Classification</i>	<i>Employee Name</i>	<i>Hourly Rate</i>
Project Manager	Nick Asaro	\$132.50

Scoring Chart for RFLOI

Beatties Ford at McCoy, Beatties Ford at Gilead, David Kenny Farm Rd					LOI Due: 6/12/20			Date Posted: 5/18/20						
#:	Firm Name	Contact	Electronic:	1 Copy of Letter of Interest: *	1 Letter of Interest Loose Leaf: *	Cover Letter 2 page max:	Eval Factors 7 page max:	Supportive Info 6 page max:	Small/ Minority Business (Main, Sub, Both, None)	HUB (Main, Sub, Both, None)	15 page max:	Signed RS2 Form:	Total Score:	Avg. Total Score:
1	AECOM	Chris Petterson	Y	N	N	Y	Y	Y	Sub	Sub	Y	Y	116.00	38.67
2	Alpha & Omega	Michael Young	Y	N	N	Y	Y	Y	Main	None	Y	Y	100.00	33.33
3	American	Chris Johnson	Y	N	N	Y	Y	Y	None	None	Y	Y	107.00	35.67
4	AMT	Nick Ramirez	Y	N	N	Y	Y	Y	Sub	Sub	Y	Y	117.50	39.17
5	Dewberry	Nathan Chapman	Y	N	N	Y	Y	Y	None	None	Y	Y	110.50	36.83
6	Gresham Smith	Robert Moser	Y	N	N	Y	Y	Y	None	None	Y	Y	98.00	32.67
7	KCI	Dewayne Sykes	Y	Y	Y	Y	Y	Y	None	None	Y	Y	99.00	33.00
8	Kimley Horn	Frank Masterson	Y	Y	Y	Y	Y	Y	None	None	Y	Y	122.00	40.67
9	LJB	Scott Cooke	Y	N	N	Y	Y	Y	Main	None	Y	Y	112.50	37.50
10	Mott McDonald	David Waller	Y	N	N	Y	Y	Y	None	None	Y	Y	113.00	37.67
11	NV5	David Booker	Y	N	N	Y	Y	Y	None	None	Y	Y	110.00	36.67
12	Ramey Kemp	Alan Morrison	Y	N	N	Y	Y	Y	None	None	Y	Y	109.00	36.33
13	RK&K	Roman Prokopvych	Y	N	N	Y	Y	Y	None	None	Y	Y	112.00	37.33
14	RSH	Scott Cole	Y	N	N	Y	Y	Y	None	None	Y	Y	127.00	42.33
15	Stewart	Doug Taylor	Y	N	N	Y	Y	Y	None	Main	Y	Y	103.00	34.33
16	STV	Nikki Honeycutt	Y	N	N	Y	Y	Y	None	None	Y	Y	127.00	42.33
17	Summit	Brandon Johnson	Y	N	N	Y	Y	Y	Sub	None	Y	Y	117.00	39.00
18	TGS	Jimmy Terry	Y	Y	Y	Y	Y	Y	None	None	Y	Y	102.00	34.00
19	Timmons	Jeff Hochanadel	Y	Y	Y	Y	Y	Y	None	None	Y	Y	95.50	31.83
20	Vaughn & Melton	Jon Ford	Y	N	N	Y	Y	Y	None	None	Y	Y	111.00	37.00
21	VHB	Jonathan Soika	Y	N	N	Y	Y	Y	None	None	Y	Y	106.00	35.33
22	Weston & Sampson	Kevin Hutchens	Y	N	N	Y	Y	Y	Sub	None	Y	Y	117.00	39.00
23	Wetherill	Greg Purvis	Y	N	N	Y	Y	Y	Main	Main	Y	Y	109.50	36.50
24	Wood	Tim Greene	Y	N	N	Y	Y	Y	Sub	Sub	Y	Y	84.50	28.17
25	(Firm Name) 25	(Name) 25							None	None			0.00	0.00
26	(Firm Name) 26	(Name) 26							None	None			0.00	0.00

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

RFLOI posted to the following websites for solicitation

- 1) HUB
- 2) Town of Huntersville

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

To: Town Board

From: Eian Fowler, Engineering

Date: 09/21/20

Subject: Beatties Ford at McCoy Engineering Services Contract

EXPLAIN REQUEST:

Engineering Services Contract for Beatties Ford at McCoy intersection improvement project.

ACTION RECOMMENDED:

Adopt Resolution awarding Engineering Services Contract for Beatties Ford Road at McCoy Road intersection improvement project. *(Eian Fowler)*

FINANCIAL IMPLICATIONS:

2020 Bonds

ATTACHMENTS:

- [Board Resolution Contract Package - Beatties Ford at McCoy.pdf](#)



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE BEATTIES FORD ROAD AT MCCOY ROAD (BFM) PROJECT CONTRACT PER THE QUALIFICATION-BASED SELECTION PROCESS

Whereas the Town of Huntersville proposes to enter into an agreement for professional engineering services for the intersection improvements of the BFM Project;

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 design services required were put out for proposals based on qualifications and is attached for reference; and

Whereas from a qualified proposer the selected proposal was from RS&H Architects-Engineers-Planners, Inc., see Exhibit A;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes Contract for Professional Engineering Services attached herein as Exhibit A is approved.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution; and
3. This Resolution shall be effective as of the date its adoption.

Adopted this 21st day of September, 2020.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

The Town reserves the right to terminate the professional service contract of the Firm based on the Firm's breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.). The Town reserves the right to modify the Scope of Work described in Exhibit B Scope of Services, and in such event the Town and Firm shall negotiate in good faith to make corresponding modifications to 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 for all insurance purchased, an endorsement 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. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Marketing Use. The use of this project for marketing and reference purposes is subject to the Town's consent.
5. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town.
6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit C, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the lump sum stated in the Fee Schedule in Exhibit C. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit D, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

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

Town of Huntersville

RS&H Architects-Engineers-Planners, Inc.

Name of Firm (print)

Anthony Roberts- Town Manager

Radha Krishna Swamyapakala

Signature

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

Vice President

Title

Pattie McGinnis- Finance Director

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Firm's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) Exhibits A, B, C & D hereto, and (iii) any other terms and conditions of a written agreement signed by Firm 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 Firm and the Town with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance herewith that may appear in Firm's quotation, acknowledgment, invoice or in any other communication from Firm 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.** The Contract Documents constitute and represent the complete and entire agreement between the Town and Firm 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. However, the Firm will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the Town or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Firm will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
4. **Relationship of the Parties.** The Firm is an independent Professional Engineering Company and not an affiliate of the Town. The conduct and control of the work will lie solely with the Firm. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Firm and the Town. Employees of the Firm shall remain subject to the exclusive control and supervision of the Firm, which is solely responsible for their compensation.
5. **Prices.** If the Firm's price or the regular market price of any of the Work covered hereunder is lower than the price stated in the Contract Documents on the date of performance of the Work, the Firm agrees to give the Town the benefit of such lower price on such Work. In no event shall the Firm's price be higher than the price contained in the Firm's Fee Schedule attached as Exhibit C unless otherwise agreed in writing.
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 the 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 the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, 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 the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
9. **Invoices and Payment Terms.** Invoice and Payment Terms are set forth in Section 5 in the Contract for Professional Engineering 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.** During the performance of the Contract, the Firm shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance.** The Firm shall provide the insurance coverages shown on Exhibit A, 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, the Firm certifies that their

proposal was 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 proposal, 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.** This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Firm represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **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.
15. **Assignment.** The Firm shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
16. **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.
17. **Warranties.** The Firm warrants 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 Work outlined in this Contract and any attached specifications. The Firm 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. The Firm warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. The Firm makes no additional warranties, express or implied, in connection with the Work. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
18. **Quality and Workmanship.** All Work shall be performed in accordance with this Contract and the applicable standard of care
19. **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 a breach by the Firm, 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, professional engineering services substantially similar to those so terminated, in which case the Firm shall be liable to the Town for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured with the thirty (30) day notice period. In the event this Contract is terminated by the Town for the default of the Engineer, the Town shall be entitled to keep and use all design work provided by the Engineer for use in finishing the design and construction of the Project.
20. **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 ten (10) day notice in writing from the Town to the Firm. If the Contract is terminated by the Town in accordance with this paragraph, the Firm will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The Town will not be liable to the Firm for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
21. **Assignment.** Firm may not assign, pledge, or in any manner encumber the Firm's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
22. **No Third Party Beneficiaries.** There shall be no intended nor incidental third party beneficiaries of this Contract. The Firm 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.
23. **Valid Contract.** In order for this Contract for Professional Engineering Services 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.
24. **Verification of Work Authorization.** The Firm 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.

25. **Iran Divestment List.** With the execution hereof, Firm, 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.
26. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
27. **Companies that Boycott Israel List.** With the execution hereof, Firm, 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.

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Town shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such 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 Firm 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 Firm 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 Firm 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

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$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 Firm.

d. Other Insurance

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

EXHIBIT B

FIRM'S SCOPE OF SERVICES

[Attach a copy]

Exhibit B
Final – 09/02/2020
Scope of Services for
Town of Huntersville Intersection Improvements at Beatties Ford Rd (SR 2074)
and McCoy Rd (SR 2120)
Task Order No. 1

Project Overview

The Town of Huntersville (Town) proposes intersection improvements at the intersection of Beatties Ford Road (SR 2074) and McCoy Road (SR 2120)/Overhill Road (SR 2122). The intersection improvements will be based on current and future traffic needs with options including a traditional intersection or a roundabout.

RS&H Architects-Engineers-Planners, Inc. (RS&H) will provide the design services for the Town as described below. These services will be performed in accordance with all applicable Town, state, and federal laws and regulations and the terms specified in Contract for Professional Engineering Services between the Town and RS&H executed on September ____, 2020.

Task Order 1 begins with project initiation and extends through conceptual plans. The anticipated duration of this task order is 3 months (September 2020 through November 2020). The following elements are included in this scope of services and described in detail in the following sections:

- A. Data Collection (RS&H)
- B. Traffic Analysis (RS&H)
- C. NCDOT Coordination (RS&H)
- D. Surveys (Future Task Order)
- E. Geotechnical Investigation and Pavement Design (Town)
- F. Environmental Document (Town)
- G. Conceptual Design (RS&H)
- H. Utility Coordination (Vaughn & Melton – V&M)
- I. Design Concept Cost Estimate (RS&H)
- J. Administration and Coordination (RS&H)

A. Data Collection

RS&H will conduct a field review (anticipated to be two roadway engineers) to visually verify easily identifiable survey items provided by V&M and report back identified missing items. RS&H will develop a survey request for additional survey needed for the project and provide to V&M.



B. Traffic Analysis

1. Traffic Operations Analysis

The traffic operations analysis will be performed for the following scenarios:

- 2020 Existing Conditions
- Horizon Year (2040) No-Build
- Horizon Year (2040) Build (two scenarios)

RS&H will analyze two build scenarios for study location of Beatties Ford Road at McCoy Road / Overhill Road. The build scenarios include a traditional intersection and a roundabout.

RS&H will use the traffic count data for the study intersection as provided by the Town to perform the traffic operations analysis. The existing traffic counts will be adjusted to the 2020 Existing Year by utilizing an annual growth rate of 1.5% as provided by the Town. A 2040 horizon year analysis will be performed, and the existing AM and PM peak hour volumes determined from the traffic counts will be grown to the 2040 horizon year. A year of failure analysis will also be performed if the intersection does not operate acceptably in the horizon year. An annual growth rate of 1.5% was provided by the Town for use in this study.

The traffic operations analysis of stop-controlled and signalized intersections will be performed using Synchro. For the proposed roundabout scenario, the analysis will be performed using Sidra Intersection. Measures of Effectiveness (MOEs) for intersections will include level of service (LOS), delay, and volume to capacity (v/c) ratio. In addition, for future year scenarios, queue lengths will also be reported. For signalized intersections, SimTraffic will also be used to evaluate queuing.

A brief memo will be prepared to document the traffic operations analysis methodology and results. The traffic scope of work assumes that one traffic staff member will attend up to two coordination meetings with the Town.

Deliverables: Traffic Memo

2. Crash Analysis

RS&H is prequalified with the NCDOT Traffic Safety Unit to perform crash analysis and will perform the crash analysis following the procedures set forth in the Transportation Mobility and Safety On-Call guidelines.

RS&H will perform crash analysis using NCDOT TEAAS software. RS&H will obtain available traffic crash data (5 years). The analysis provided will include the fiche report, maps, reports and all calculations necessary to complete the analysis. It is assumed that the intersection analysis report will be prepared for up to 150 feet along each intersection approach for the Beatties Ford Road and McCoy Road / Overhill Road intersection.

RS&H will sort, process, review and summarize the crash data in a tabular format that clearly presents the pertinent information and identify crash patterns for use in determining intersection improvements. The crash data will be summarized in the traffic operations analysis memo described in **Section B.1**.

C. NCDOT Coordination

RS&H will coordinate with and determine what submittals are required from NCDOT and will engage NCDOT in the decision making process to finalize the recommended alternative, as Beatties Ford Road, McCoy Road, and Overhill Road are State maintained.



D. Surveys

Final surveys to be covered under a future task order.

E. Geotechnical Investigation and Pavement Design (Town)

The Town has decided Geotechnical investigation tasks are not needed for this project. Pavement design to be provided by Town in accordance with Town and/or NCDOT Standards.

F. Environmental Document (Town)

The Town has indicated that an environmental document is not needed for this project.

G. Conceptual Design

RS&H will develop a conceptual roadway design for each of the two traffic analysis scenarios that was determined to be feasible. The conceptual design will be developed for each of these, utilizing existing Lidar, that will include horizontal alignments, high level right-of-way impacts, lane configurations, and multimodal accommodations as determined. A consistent ROW width will be applied beyond the plan view linework to be used for ROW estimating purposes. RS&H will coordinate with the Town in development of design criteria, typical sections, and review of all roadway designs. The Town will review all submittals prior to them being sent to NCDOT for review. It is anticipated that the Town will have approximately 3 weeks of review time. The design vehicle will be selected based on guidance from NCDOT.

Design criteria, typical sections and roadway designs will be prepared based on the capacity analysis, A Policy on Geometric Design of Streets and Highways, AASHTO 2018 (Green Book), and the NCDOT Roadway Design Manual. Plans will be developed using MicroStation and GEOPAK V8i.

Deliverables: Design Criteria, Typical Sections & Conceptual Designs (2)

H. Utility Coordination (V&M)

V&M to perform field reconnaissance of the project location to determine existing utilities for major potential design concept conflicts. V&M to contact utility owners about major existing utility infrastructure for relocation costs and timeline at their discretion or in coordination with concerns brought up by RS&H.

I. Design Concepts Cost Estimate

RS&H will develop a cost estimate for up to two concept designs. Conceptual Design Cost Estimates will be provided, to include estimated right-of-way and construction costs. Construction cost estimates will be created using a cost per mile table, provided by the NCDOT cost estimating group, used for determining costs for long range transportation projects.



Right-of-way estimates will be produced by researching the Mecklenburg County tax parcel values and applying a cost per acre according to the anticipated right-of-way needs for each concept design. Impacted buildings will be included in this estimate.

Deliverable: Conceptual Design Cost Estimates (2)

J. Administration and Coordination

1. Schedule

RS&H will prepare a milestone-driven Microsoft Project schedule. The Town will review the schedule and provide comments.

Deliverables: Microsoft Project Schedule (electronic copy)

2. Progress Reports and Invoices

RS&H will prepare monthly progress reports and invoices in a format suitable for meeting the requirements of the Town for a period of 3 months, anticipated to be September 2020 to November 2020.

Deliverables: Monthly Progress Reports and Invoices (3 months)

3. Meetings and Coordination

RS&H will maintain general coordination with the Town for 3 months, anticipated to be September 2020 to November 2020. RS&H will meet periodically with the Town for progress updates and review of submittals. Each meeting will be conducted virtually. This scope of services includes the following meetings:

- Traffic Analysis and recommendation review meeting, anticipated to include one Traffic Engineer and the Project Manager.
- Concept Design Review meeting, anticipated to include one Roadway Design Engineer and the Project Manager.

EXHIBIT C**FIRM'S FEE SCHEDULE**

Services	Fee Type	Fee
Data Collection	Lump Sum	\$750.00
Traffic Analysis	Lump Sum	\$13,600.00
NCDOT Coordination	Lump Sum	\$1,160.00
Develop Design Concepts	Lump Sum	\$12,620.00
Utility Coordination	Lump Sum	\$1,391.25
Design Concepts Cost Estimate	Lump Sum	\$4,510.00
Administration and Coordination	Lump Sum	\$6,090.00
Expenses	Lump Sum	\$570.00
	SUB TOTAL	\$40,691.25
Additional Items – optional		
	SUB TOTAL	
NOT TO EXCEED TOTAL =		\$40,691.25

EXHIBIT D

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]

EXHIBIT D

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

Prime Consultant – RS&H		
<i>Job Classification</i>	<i>Employee Name</i>	<i>Hourly Rate</i>
Project Manager	Scott Cole, PE	\$225.00
Project Manager	Jennifer Farino, PE	\$225.00
Senior Traffic Engineer	Tom Kelly, PE	\$165.00
Senior Traffic Engineer	Regina Bowman, PE, PTOE	\$165.00
Senior Engineer	Allison Drake, PE	\$145.00
Senior Engineer	Sean Kortovich, PE	\$145.00
Traffic Engineer	Samantha Schober	\$125.00
Traffic Engineer	Ondrej Drobny, EI	\$125.00
Project Engineer	Eric Bush, EI	\$105.00
Project Engineer	Sean Kane, EI	\$105.00
Technician	Allison Harris	\$95.00
Technician	Justin Gerasimou	\$95.00
Subconsultant 1 – Vaughn and Melton		
<i>Job Classification</i>	<i>Employee Name</i>	<i>Hourly Rate</i>
Project Manager	Nick Asaro	\$132.50

Scoring Chart for RFLOI

Beatties Ford at McCoy, Beatties Ford at Gilead, David Kenny Farm Rd					LOI Due: 6/12/20			Date Posted: 5/18/20						
#:	Firm Name	Contact	Electronic:	1 Copy of Letter of Interest: *	1 Letter of Interest Loose Leaf: *	Cover Letter 2 page max:	Eval Factors 7 page max:	Supportive Info 6 page max:	Small/ Minority Business (Main, Sub, Both, None)	HUB (Main, Sub, Both, None)	15 page max:	Signed RS2 Form:	Total Score:	Avg. Total Score:
1	AECOM	Chris Petterson	Y	N	N	Y	Y	Y	Sub	Sub	Y	Y	116.00	38.67
2	Alpha & Omega	Michael Young	Y	N	N	Y	Y	Y	Main	None	Y	Y	100.00	33.33
3	American	Chris Johnson	Y	N	N	Y	Y	Y	None	None	Y	Y	107.00	35.67
4	AMT	Nick Ramirez	Y	N	N	Y	Y	Y	Sub	Sub	Y	Y	117.50	39.17
5	Dewberry	Nathan Chapman	Y	N	N	Y	Y	Y	None	None	Y	Y	110.50	36.83
6	Gresham Smith	Robert Moser	Y	N	N	Y	Y	Y	None	None	Y	Y	98.00	32.67
7	KCI	Dewayne Sykes	Y	Y	Y	Y	Y	Y	None	None	Y	Y	99.00	33.00
8	Kimley Horn	Frank Masterson	Y	Y	Y	Y	Y	Y	None	None	Y	Y	122.00	40.67
9	LJB	Scott Cooke	Y	N	N	Y	Y	Y	Main	None	Y	Y	112.50	37.50
10	Mott McDonald	David Waller	Y	N	N	Y	Y	Y	None	None	Y	Y	113.00	37.67
11	NV5	David Booker	Y	N	N	Y	Y	Y	None	None	Y	Y	110.00	36.67
12	Ramey Kemp	Alan Morrison	Y	N	N	Y	Y	Y	None	None	Y	Y	109.00	36.33
13	RK&K	Roman Prokopvych	Y	N	N	Y	Y	Y	None	None	Y	Y	112.00	37.33
14	RSH	Scott Cole	Y	N	N	Y	Y	Y	None	None	Y	Y	127.00	42.33
15	Stewart	Doug Taylor	Y	N	N	Y	Y	Y	None	Main	Y	Y	103.00	34.33
16	STV	Nikki Honeycutt	Y	N	N	Y	Y	Y	None	None	Y	Y	127.00	42.33
17	Summit	Brandon Johnson	Y	N	N	Y	Y	Y	Sub	None	Y	Y	117.00	39.00
18	TGS	Jimmy Terry	Y	Y	Y	Y	Y	Y	None	None	Y	Y	102.00	34.00
19	Timmons	Jeff Hochanadel	Y	Y	Y	Y	Y	Y	None	None	Y	Y	95.50	31.83
20	Vaughn & Melton	Jon Ford	Y	N	N	Y	Y	Y	None	None	Y	Y	111.00	37.00
21	VHB	Jonathan Soika	Y	N	N	Y	Y	Y	None	None	Y	Y	106.00	35.33
22	Weston & Sampson	Kevin Hutchens	Y	N	N	Y	Y	Y	Sub	None	Y	Y	117.00	39.00
23	Wetherill	Greg Purvis	Y	N	N	Y	Y	Y	Main	Main	Y	Y	109.50	36.50
24	Wood	Tim Greene	Y	N	N	Y	Y	Y	Sub	Sub	Y	Y	84.50	28.17
25	(Firm Name) 25	(Name) 25							None	None			0.00	0.00
26	(Firm Name) 26	(Name) 26							None	None			0.00	0.00

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

RFLOI posted to the following websites for solicitation

- 1) HUB
- 2) Town of Huntersville

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

To: Town Board

From: Eian Fowler, Engineering

Date: 09/21/20

Subject: Gibson Park Drive Phase 2 Engineering Services Contract

EXPLAIN REQUEST:

Engineering Services Contract for the Gibson Park Drive Phase 2 roadway improvement project.

ACTION RECOMMENDED:

Adopt Resolution awarding Engineering Services Contract for the Gibson Park Drive Phase 2 roadway improvement project. *(Eian Fowler)*

FINANCIAL IMPLICATIONS:

2020 Bonds/FB

ATTACHMENTS:

- [Gibson Park Phase 2 - Agenda Package 9.15.2020.pdf](#)



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE GIBSON PARK DRIVE PHASE 2 (GPD2) PROJECT CONTRACT PER THE QUALIFICATION-BASED SELECTION PROCESS

Whereas the Town of Huntersville proposes to enter into an agreement for professional engineering services for the road widening and improvements of the GPD2 Project;

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 design services required were put out for proposals based on qualifications and is attached for reference; and

Whereas from a qualified proposer the selected proposal was from STV Engineers, Inc., see Exhibit A;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes Contract for Professional Engineering Services attached herein as Exhibit A is approved.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution; and
3. This Resolution shall be effective as of the date its adoption.

Adopted this 21st day of September, 2020.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney



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

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

FIRM: STV Engineers, Inc.
900 W. Trade Street, Suite 715
Charlotte, NC 28202 | 704-372-1885
Attn: Nikki Honeycutt, PE

PROJECT: Gibson Park Drive - Phase 2
PROJECT ADDRESS: Gibson Park Drive, 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 Street, Suite 715 Charlotte, North Carolina.

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 professional engineering services needed to complete the project. Such professional engineering services shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits B and C, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit B that are requested by the Town or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit D, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firm's standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit D 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.

The Firm will be responsible for providing properly licensed engineers to complete the Work in accordance with the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County ("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 from claims and liabilities to the extent caused by the negligent errors or omissions of the Firm, including its engineers, 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 Firm must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and must be properly authorized to conduct business in the state of North Carolina. The engineers performing the Work, and in responsible charge of the Work, must be a licensed Engineer in the State of North Carolina and must have a good ethical and professional standing.

The Town reserves the right to terminate the professional service contract of the Firm based on the Firm's breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.) after giving written notice and opportunity for the Firm to cure the allegations of breach of this Contract. The Town reserves the right to modify the Scope of Work described in Exhibit B Scope of Services, and in such event the Town and Firm shall negotiate in good faith to make corresponding modifications to 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 for all insurance purchased, an endorsement 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. 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 Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town.
5. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit C, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the lump sum stated in the Fee Schedule in Exhibit C. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit D, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

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

STV Engineers, Inc.

Name of Firm (print)

DocuSigned by:

E. Richard Capps, Jr., P.E.
Signature

Senior Vice President

Title

Town of Huntersville

Anthony Roberts- Town Manager

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

Pattie McGinnis- Finance Director

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Firm's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) Exhibits A and B hereto, and (iii) any other terms and conditions of a written agreement signed by Firm 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 Firm and the Town with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance herewith that may appear in Firm's quotation, acknowledgment, invoice or in any other communication from Firm 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.** The Contract Documents constitute and represent the complete and entire agreement between the Town and Firm 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. However, Firm will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the Town or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, Firm will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
4. **Relationship of the Parties.** The Firm is an independent Professional Engineering Company and not an affiliate of the Town. The conduct and control of the work will lie solely with the Firm. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Firm and the Town. Employees of the Firm shall remain subject to the exclusive control and supervision of the Firm, which is solely responsible for their compensation.
5. **Prices.** In no event shall Firm's price be higher than the price contained in the Firm's Fee Schedule attached as Exhibit C unless otherwise agreed in writing.
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.** 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 and liability to the extent caused by (a) the Firm's negligent performance of the Work; (b) the Firm's failure to comply with any applicable law, code, ordinance, regulation, or industry standard or (c) the Firm's breach of this Contract. In the event that any portion of the Work performed under the Contract do not conform with the professional Standard of Care, 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 by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use of such Work to the extent caused by said non-conforming services. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither Party shall be liable to the other for any incidental, special, indirect or other consequential damages.
9. **Invoices and Payment Terms.** Invoice and Payment Terms are set forth in Section 5 in the Contract for Professional Engineering 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.** During the performance of the Contract, Firm shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance.** The Firm shall provide the insurance coverages shown on Exhibit A, 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, the Firm certifies that their proposal was 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 proposal, 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.** This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Firm represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **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.
15. **Assignment.** The Firm shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
16. **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.
17. **Warranties.** The Firm warrants 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 Work outlined in this Contract and any attached specifications. Firm 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. Firm warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. Firm makes no additional warranties, express or implied, in connection with the Work. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
18. **Quality and Workmanship.** All Work shall be performed in accordance with this Contract and the applicable standard of care
19. **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 a breach by Firm, 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, professional engineering services substantially similar to those so terminated, in which case the Firm shall be liable to the Town for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured with the thirty-day notice period. In the event this Contract is terminated by the Town for the default of the Engineer, the Town shall be entitled to keep and use all design work provided by the Engineer for use in finishing the design and construction of the Project.
20. **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 Firm. If the Contract is terminated by the Town in accordance with this paragraph, the Firm will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The Town will not be liable to the Firm for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
21. **Assignment.** Firm may not assign, pledge, or in any manner encumber Firm's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
22. **No Third Party Beneficiaries.** There shall be no intended nor incidental third party beneficiaries of this Contract. Firm 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.
23. **Valid Contract.** In order for this Contract for Professional Engineering Services to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be preaudited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.

24. **Verification of Work Authorization.** Firm 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.
25. **Iran Divestment List.** With the execution hereof, Firm, 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.

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Town shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such 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 Firm 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 Firm 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 Firm 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

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$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 Firm.

d. Other Insurance

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

EXHIBIT B

FIRM'S SCOPE OF SERVICES

[Attach a copy]

SCOPE OF SERVICES

for

GIBSON PARK DRIVE (PHASE II) ROADWAY IMPROVEMENTS

Located in

HUNTERSVILLE, NC

September 15, 2020

PROJECT DESCRIPTION

The Town of Huntersville (TOWN) desires to make roadway improvements to Gibson Park Drive Phase II from Church Street to Drake Hill Drive (approximately 700 linear feet). The project will include two paved travel lanes, curb and gutter, and pedestrian improvements. The typical section is dependent on physical constraints, so this scope of services will include a feasibility study and design phase. It is assumed sidewalk will only be feasible on one side of the road. Services will include project management, roadway design, hydraulics design, pavement markings and signing, traffic control, utility coordination, and right of way acquisition. The project will be wholly funded with Town funds.

A. PROJECT MANAGEMENT

- (1) Invoices – Prepare monthly invoices to the Town
- (2) Coordination Meetings - bi-weekly conference call with the consultant team
- (3) Monthly progress reports
- (4) Facilitate meetings with the Town as further defined in the scope
- (5) Coordination with various disciplines and sub-consultants to drive project to completion
- (6) QA/QC Documentation – Perform regular on-going review of QA/QC activities on the project

Assumptions/Exclusions:

The project schedule from Notice to Proceed to sealed plans is approximately 12 months.

B. PLANNING - ROADWAY

- (1) STV will study the alignment to determine one “best fit” alignment which will constitute our Build Alignment. The conceptual design will consist of up to two alternatives. During the course of development, it is anticipated that STV will:
 - (a) Prepare design criteria and preliminary typical sections for review by the Town
 - (b) Study the alignment and discuss findings with the Town
 - (c) Develop the Build Alternative, meet with the Town, and incorporate comments
- (2) For the Build Alternative, the following applies:
 - (a) Alignment studies will include horizontal alignment, vertical profile, and cross sections will be developed using existing NCDOT lidar, aerial, and GIS mapping.
 - (b) Build Alternative will indicate centerline, edge of pavement, curb and gutter, sidewalk, existing ground line, proposed ground line, and preliminary slope stake lines.

- (c) Build Alternative will be presented on a 50 scale color roll plot. Roll plot will feature both the horizontal plan view and the profile view.

(3) Deliverables include

- (a) Design criteria and typical sections
- (b) Roll plot of the Build Alternative at 50 scale (pdf)
- (c) Planning level construction estimate for Build Alternative

Assumptions:

The project limits will be as shown in Appendix A.

C. ROADWAY DESIGN

- (1) We will prepare Preliminary (25%), Right-of-Way (65%) and Final roadway design plans in accordance with NCDOT standard practices; and the plans will conform to NCDOT 2018 Standard Specifications, the NCDOT 2018 Standard Drawings, and the NCDOT Roadway Design Manual.
- (2) Design vehicle will be a school bus. Turning movement exhibits will be provided for each intersection.
- (3) The drawings will be prepared in Microstation V8i format.
- (4) STV will provide quantity take-offs to be compiled in an Engineer's estimate with the ROW and final submittals.
- (5) STV will attend the preliminary and 65% review meetings (virtually). Other plan reviews will be handled via email.
- (6) STV will attend up to 3 meetings, 1 hour each, during the right-of-way phase.
- (7) STV will provide the following bid phase services:
 - (a) Bid Document Preparation – The Town will provide the upfront provisions and legal forms for the bid document; STV will compile along with Project Special Provisions.
 - (b) Attend pre-bid meeting at the TOWN – 2 staff
 - (c) Answer RFI's (up to 30 manhours has been included in the fee for this service)
 - (d) Attend pre-construction conference at the TOWN – 2 staff

Assumptions/Exclusions:

Final roadway design will be provided for the final recommended alternative.

Bid phase services such as CE&I and record drawings are not included in this phase of work.

Advertise and award of the PROJECT is not included in this scope of services.

The TOWN requested that Roadway Geotechnical Recommendations (such as undercut, geogrid/geofabric, settlement, underdrains, etc.) not be performed on this project. Any roadway geotechnical items can be included in the Engineer's Estimate as a token quantity.

A pavement design for overlay and full depth will be provided by the TOWN based on TOWN standards.

No traffic analysis will be performed as part of this project. Turn lanes will not be installed.

Traffic signals are not included. Gibson Park will be stop sign controlled.

D. DESIGN – HYDRAULICS & EROSION CONTROL

- (1) STV will provide drainage design to convey storm water runoff from the proposed roadway to the existing drainage outfalls. We will provide calculations in accordance with NCDOT's "Guidelines for Drainage Studies and Hydraulic Design." We will provide a Design/Calculations Notebook for NCDEQ Submittal which will include project description, drainage area maps, hydrologic/hydraulic calculations, and site photographs with drainage field notes.
- (2) Storm systems will be designed using MicroStation V8i and Geopak Drainage. Design will include peak discharge determination using Rational Formula, gutter spread calculations, inlet capacity, pipe system design, and outfall channel design.
- (3) Erosion Control
 - (a) STV will prepare erosion control plans in accordance with North Carolina's "Erosion and Sediment Control Planning and Design Manual." We anticipate preparing a two-phase erosion control plan that includes a clearing & grubbing phase and final phase.
- (4) Deliverables:
 - (a) Storm Drainage Design
 - (b) Plan View Construction Plans showing pipe layout and type of drainage structures.
 - (c) Drainage summary sheet
 - (d) Erosion control design
 - (e) Land disturbance permit application, if required based on disturbed acreage
 - (f) Storm Water Design Calculations notebook for submittal to NCDEQ, if required

Assumptions/Exclusions:

No special structure designs are included.

No FEMA/County Floodplain Permits included or anticipated. If a no-rise study, Conditional Letters of Map Revision (CLOMRs) or Letters of Map Revision (LOMRs) are necessary, they will be negotiated as a supplemental.

No pond design or storm water management plan (BMPs).

No downstream improvement design included.

A grading permit is not required if less than 1 acre of disturbed area. If greater than one acre of disturbed area; an Erosion Control permit package will be submitted to NCDEQ.

Drainage design notebook will be provided for submittal to NCDEQ if a permit is required; all drainage calculations will be performed and can be provided if requested.

E. ENVIRONMENTAL

Preliminary Wetlands Determination & Environmental Screening

- (1) A preliminary determination of the approximate boundaries of jurisdictional waters of the U.S., including wetlands and streams, will be performed in the project corridor. Potential wetland areas will be defined using the Routine On-Site Determination method as described in the 1987 "Corps of Engineers Wetlands Delineation Manual" and corresponding Regional Supplement.

- (2) Prior to the field visit, a literature review will be completed including but not limited to the following sources & databases: National Wetlands Inventory mapping, Natural Resources Conservation Service hydric soils, USGS, National Hydrography Dataset, and various aerial mapping and digital elevation models.
- (3) During field review efforts, a Global Positioning System (GPS) capable of subfoot accuracy will be utilized to obtain reference points for potential wetlands, streams, and/or other notable natural resources features on site. A brief memo of findings will be prepared. Based on a cursory literature review, wetlands and streams are not anticipated in the project corridor.
- (4) Deliverables:
 - (a) Map depicting the findings of the literature and field review.
 - (b) GPS data file of reference points.

In the event potential waters of the U.S. are in the project corridor and may be impacted by the proposed improvements, then additional services for wetland delineations and Section 404 permitting may be required

F. SURVEY (BY V&M)

- (1) Survey for Right of Way Acquisition for the project area as identified in Appendix A.
- (2) V&M will perform and provide the following:
 - (a) Courthouse Deed research on all parcels. (approx. 16)
 - (b) Contact property owners by letter.
 - (c) Boundary points tied to a monument. Mets and Bounds tied to two (2) corners.
 - (d) Set and Traverse a baseline +/- 5 stations
 - (e) Set and elevate 2 Benchmarks
 - (f) Locate +/- 1,000' of pavements and driveway inside limits
 - (g) Locate all drainage structures and sanitary sewer manholes inside limits and one structure up or down stream past limits connected to the system.
 - (h) Perform field property ties and recon on +/- 16 parcels
 - (i) Locate all above ground utility appurtenances
 - (j) Provide the staking of the right of way, easements and centerline as needed for the performance of work outlined in the Right of Way scope of work.
 - (k) Prepare Recordable Plats for Fee Simple Right of Way and written Legal Descriptions for each parcel. Boundary points will be tied to a monument. Mets and bounds descriptions will be tied to two monuments minimum.
- (3) V&M will comply with NCDOT safety procedures regarding signage and safety apparel
- (4) SUE
 - (a) Research and attempt to obtain utility records for this project

- (b) Attempt to locate all underground utilities SUE LEVEL B, all lines will be marked using APWA standards.
- (c) We estimate there will be: +/- 1,500' of waterline, +/-1,000' of Gas Line, +/- 1,500' of telephone lines, +/- 500' of buried electric lines and +/-1,000' of Fiber Optic lines.
- (d) Survey all marked underground utilities.

(5) Deliverables:

- (a) DGN files of Final Survey, DTL File, TIN file and gpk file.

G. PAVEMENT MARKINGS/SIGNING

- (1) STV will provide pavement marking and ground mounted signing plans for approximately 700 linear feet of roadway based on the TOWN standards.

Assumptions/Exclusions:

One set of plans showing both pavement markings and signage will be developed.

H. TRANSPORTATION MANAGEMENT PLAN

- (1) The Consultant will furnish preliminary a Transportation Management Plan (TMP) that will indicate the Consultant's proposed phasing of construction. The Consultant will prepare the preliminary TMP (phasing) when the 65% roadway plans are prepared and will submit them as part of the Pre-ROW Plan set. Any modifications to Transportation Management Plan will be submitted with the ROW Plans.
- (2) The Consultant will prepare the TMP for roadway construction in conformance with the following:
 - (a) Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) - The MUTCD shall be the edition current as of the date Final Traffic Control plans are begun as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revision,
 - (b) The most recent edition of the "North Carolina Supplement to the MUTCD, Part VI; NCDOT,
 - (c) "The State Policy and Procedure for Traffic Control Through Construction Work Zones", and
 - (d) The 2018 edition of the "Highway Design Branch Roadway Design Standards", with all subsequent revisions.
- (3) The final TMP will include a phasing sequence which will include the work to be done in each phase, the traffic control details of each phase, and any special details such as time limitations, hour of day limitations, or intermediate completion times. Temporary pavement markings will be included. The final TMP will be submitted to NCDOT prior to construction for a final review.

Assumptions/Exclusions:

Offsite detours and/or lane closures anticipated; if on-site detours required, supplemental design fee may be required.

Shoring design is not included. If identified as needed during design, it could be added as an additional service.

I. UTILITY COORDINATION – PLANNING PHASE

(1) Utility Analysis

- (a) Review Build Alternative, profiles, cross sections and other information provided and mark up plans to indicate all known utilities to help determine potential utility conflicts.
- (b) Contact all known utility owners in the project area and obtain copies of any available utility as-built drawings.
- (c) Make an onsite field inspection, with affected utility owner representatives if possible, and verify that all utilities within the project are accurately shown on the plans.
- (d) Prepare a Utility Matrix which identifies all known utilities and lists all known and potential utility conflicts. The utility matrix will show utility contact name, telephone numbers, and email information.
- (e) Determine which utility companies, if any, have prior rights of way/compensable interest and who is financially responsible for the relocation of utilities that are in conflict.
- (f) Provide a conceptual estimate of relocation costs.
- (g) Provide a utility summary memorandum for design alternative chosen.

*Deliverables: Utility Relocation Cost Estimate
 Utility Tech Memo, identifying planning level utility relocation impacts*

J. UTILITY COORDINATION – DESIGN PHASE

(1) Utility Owner Concurrence

- (a) Develop a schedule for utility design and relocation.
- (b) Determine who is financially responsible for the relocation of utilities that are in conflict.
- (c) Verify that utility impacts have been fully determined and adequate PUE's properly provided.

(2) Utilities By Others

- (a) Prepare UBO plans, if required by the Town, by transcribing markups provided by the utility owners.

(3) Utility Authorizations

- (a) Submit Utility Relocation Agreements executed by the utility company.
- (b) Provide appropriate encroachment agreement executed by the utility company.

Assumptions/Exclusions:

Water and sewer line designs are not included. Fee has been included in the contingency, if necessary.

K. TECHNICAL SPECIFICATIONS, QUANTITIES, COST ESTIMATE

(1) Design will conform to the following:

- (a) TOWN's Standards
- (b) NCDOT 2018 Standard Specifications
- (c) NCDOT 2018 Roadway Standard Drawings
- (d) NCDOT Roadway Design Manual
- (e) 2011 AASHTO's A Policy on Geometric Design of Highways and Streets (Green Book)
- (f) 2009 Manual on Uniform Traffic Control Devices (MUTCD)
- (g) NCDOT's "Guidelines for Drainage Studies and Hydraulic Design"

L. REGULATORY REVIEWS AND PERMITS

<u>Agency</u>	<u>Type of Review/Permit</u>
TOWN	All design plans
NCDOT	Encroachment Agreement

M. SUPPLEMENTAL

- (1) Soft Digs for Level A Utility Investigation – Up to 5 soft digs at a price of \$1200 each (\$6,000)
- (2) Water/Sewer design – Up to \$20,000
- (3) Supplemental Survey – Up to \$10,000
- (4) Railroad crossing design and railroad coordination for future construction. – Up to \$20,000

Appendix A

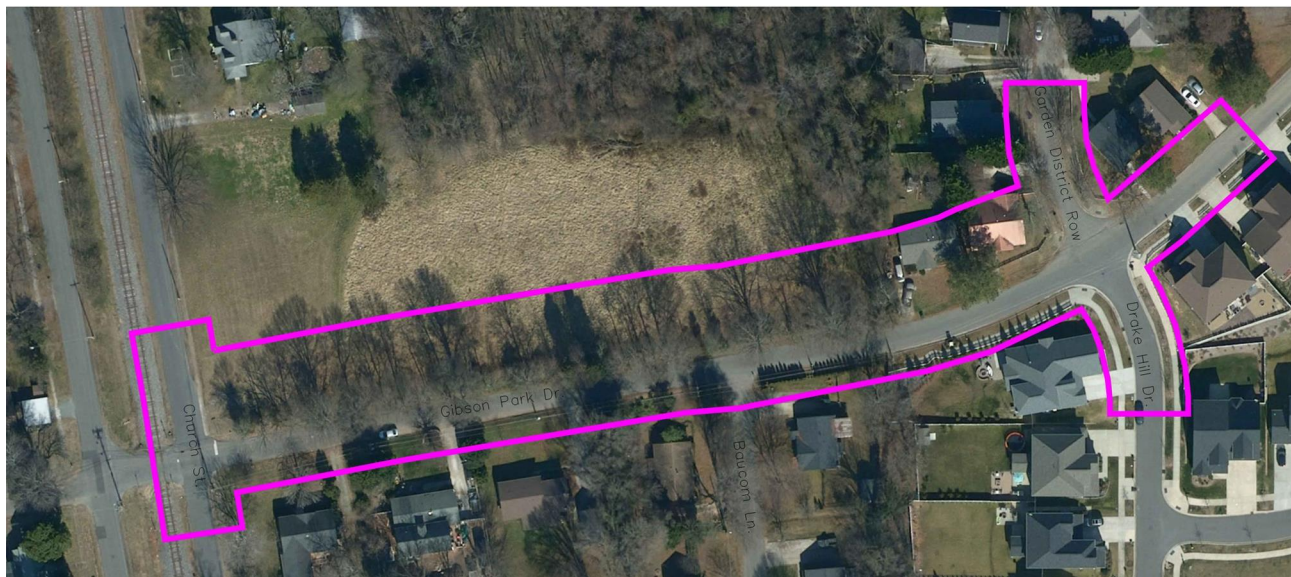


EXHIBIT C

FIRM'S FEE SCHEDULE

[Attach a copy]



ESTIMATE OF PROFESSIONAL SERVICES SUMMARY PAGE

STV Proposal or Job Number: 0066805

Client Job Number: TBD

Project Description/Location: Gibson Park Roadway Improvements

Client: Town of Huntersville

Client Project Manager: Eian Fowler

Item	wksht	Hours	Budgeted Costs	Budgeted Effort	Other Dir. Costs	Subconsult.	Grand Total
Project Management	A	102	\$ 16,080.00	\$ 16,080.00	\$ 90.00	\$ -	\$ 16,170.00
Roadway	B	306	41,105.00	41,105.00	119.00	35,114.30	76,338.30
Hydraulics	C	159	19,675.00	19,675.00	114.00	-	19,789.00
Erosion Control	D	44	5,310.00	5,310.00	331.50	-	5,641.50
Pavement Markings/Signing	E	28	3,300.00	3,300.00	-	-	3,300.00
Traffic Control	F	32	3,960.00	3,960.00	-	-	3,960.00
Utility Coordination	G	64	11,640.00	11,640.00	79.00	-	11,719.00
Supplemental	H	302	40,000.00	40,000.00	-	16,000.00	56,000.00
	I	0	-	-	-	-	-
	J	0	-	-	-	-	-
GRAND TOTALS >		1,037	\$ 141,070.00	\$ 141,070.00	\$ 733.50	\$ 51,114.30	\$ 192,917.80

Project Manager, STV Engineers, Inc.



ESTIMATE OF PROFESSIONAL SERVICES
Project Management

STV Proposal or Job Number:

0066805

Client Job Number

TBD

Project Description/Location:

Gibson Park Roadway Improvements

Client:

Town of Huntersville

Design Assumptions:

Prepared By/Date:

NTH08/27/20

Reviewed By/Date:

JNJ08/27/20

Manhours by Classification

Direct Labor Estimate:	SR PM	PM	SE	PDE	DE	TECH	ADMIN	Total
Project Setup (Agmts, insurance, EO, etc...)		8					8	16
								-
Manage Subconsultants		8						8
Schedule		4						4
								-
Coordination Meetings		12	12	12				36
								-
Monthly Progress Reports		6						6
								-
								-
								-
								-
								-
								-
								-
								-
Design Quality Assurance Program		16					8	24
Project Closeout							8	8
Manhour Totals:	0	54	12	12	0	0	24	102
Hourly Billing Rate:	\$225.00	\$210.00	\$165.00	\$110.00	\$90.00	\$75.00	\$60.00	
Budgeted Costs:	\$0	\$11,340	\$1,980	\$1,320	\$0	\$0	\$1,440	

Other Direct Costs (ODC) Estimate:

	UNITS	UNIT COST	ITEM COST	Summary BUDGETED COSTS: \$16,080.00 EFFORT MULTIPLIER: 1.0000 BUDGETED EFFORT: \$16,080.00 ODC: \$90.00 ODC MULTIPLIER: 1.00 BUDGETED ODC: \$90.00 SUBCONSULTANTS: \$- SUB MULTIPLIER: 1.00 BUDGETED SUBS: \$- TOTAL: \$16,170.00
Travel (mileage), per vehicle-mile		\$0.575	\$-	
Air Fare, per airline ticket		600.00	-	
Ground Transport, per vehicle-trip		30.00	-	
Meals, per person per day		30.00	-	
Lodging, per room-night		80.00	-	
Photocopies, per copy	500	0.10	50.00	
Blackline or Blue-line Prints, per sheet		0.80	-	
Bond or Vellum Reproductions, per sheet		1.00	-	
Mylar Sepias, per sheet		10.00	-	
Photographs, per roll (including development)		12.00	-	
Overnight Postage, per package	2	20.00	40.00	
OTHER:		-	-	
OTHER:		-	-	
SUBTOTAL ODC:			\$90.00	
SUBCONSULTANTS:				
			ITEM COST	
NAME / DESCRIPTION			\$-	
NAME / DESCRIPTION			-	
SUBTOTAL SUBS:			\$-	



ESTIMATE OF PROFESSIONAL SERVICES

Pavement Markings/Signing

STV Proposal or Job Number: 0066805 Client Job Number TBD
 Project Description/Location: Gibson Park Roadway Improvements
 Client: Town of Huntersville
 Design Assumptions:

Prepared By/Date: NTH 08/27/20
 Reviewed By/Date: JNJ 08/27/20

Manhours by Classification

Direct Labor Estimate:	SR PM	PM	SE	PDE	DE	TECH	ADMIN	Total
								-
Combined PMP/Signing Plans			4	24				28
								-
								-
								-
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								-
								-
								-
								-
								-
								-
								-
								-
								-
Manhour Totals:	0	0	4	24	0	0	0	28
Hourly Billing Rate:	\$225.00	\$210.00	\$165.00	\$110.00	\$90.00	\$75.00	\$60.00	
Budgeted Costs:	\$0	\$0	\$660	\$2,640	\$0	\$0	\$0	

Other Direct Costs (ODC) Estimate:

Other Direct Costs (ODC) Estimate:				<u>Summary</u>	
	UNITS	UNIT COST	ITEM COST		
Travel (mileage), per vehicle-mile		\$ 0.575	\$ -	BUDGETED COSTS: \$	3,300.00
Air Fare, per airline ticket		600.00	-		
Ground Transport, per vehicle-trip		30.00	-	EFFORT MULTIPLIER:	1.0000
Meals, per person per day		30.00	-		
Lodging, per room-night		80.00	-	BUDGETED EFFORT: \$	3,300.00
Photocopies, per copy		0.10	-		
Blackline or Blue-line Prints, per sheet		0.80	-		
Bond or Vellum Reproductions, per sheet		1.00	-	ODC: \$	-
Mylar Sepias, per sheet		10.00	-	ODC MULTIPLIER:	1.00
Photographs, per roll (including development)		12.00	-	BUDGETED ODC: \$	-
Overnight Postage, per package		20.00	-		
OTHER:		-	-	SUBCONSULTANTS: \$	-
OTHER:		-	-		
SUBTOTAL ODC: \$			-	SUB MULTIPLIER:	1.00
				BUDGETED SUBS: \$	-

EXHIBIT D

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]



Exhibit D

**STV FEE SCHEDULE
BILLING RATES**

POSITION	RATE*
Senior Project Manager	\$225
Project Manager	\$210
Senior Engineer	\$165
Project Design Engineer	\$110
Design Engineer	\$90
Technician	\$75
Administrative	\$60

**Note: Rates are subject to change at the beginning of each calendar year with Town’s approval.*

Fourth/Seagle/Gibson Project

LOI Due: 5/28/2020

Date Posted: 5/4/2020

Firm Name	Contact	Electronic:	3 copies of Letters of Interest: *	1 Letter of Interest Loose Leaf: *	Cover Letter 2 page max:	Eval Factors 7 page max:	Supportive Info 6 page max:	Small Business/ Minority Owned	HUB	15 page max:	Signed RS2 Form:	Total Score:	
#:													
1 Wetherill Engineering Inc	Greg Purvis	Y	N	N	Y	Y	Y	Y	Y	Y	Y	36.67	
2 Ramey Kemp Associates	Alan Morrison	Y	N	N	Y	Y	Y	N	N	Y	Y	36.67	
3 STV Engineering Inc	Nikki Honeycutt	Y	N	N	Y	Y	Y	N	N	Y	Y	45.50	1
4 Vaughn & Melton	Jon Ford	Y	Y	Y	Y	Y	Y	N	N	Y	Y	35.83	
5 Dewberry	Nathan Chapman	Y	N	N	Y	Y	Y	N	N	N	Y	38.83	
6 Stewart	Andy Young	Y	N	N	Y	Y	Y	N	Y	Y	Y	35.00	
7 Wood	Tim Greene	Y	N	N	Y	Y	Y	N	N	Y	Y	33.67	
8 RK&K	Roman Prokopovyc	Y	N	N	Y	Y	Y	N	N	Y	Y	38.00	
9 Cole Jenest & Stone	Mark McAuley	Y	Y	Y	Y	Y	Y	Y	N	Y	N	27.17	
10 Bohler	Mike Theberge	Y	N	N	Y	Y	Y	N	N	Y	Y	26.17	
11 SEPI	Jacob Carpenter	Y	N	N	Y	Y	Y	Y	Y	Y	Y	42.67	2
12 Gannett Fleming Inc	Rick Tipton	Y	N	N	Y	Y	Y	N	N	Y	Y	23.33	
13 Alpha & Omega	Michael Young	Y	N	N	Y	Y	Y	N	N	Y	Y	34.50	
14 LJB	Scott Cooke	Y	N	N	Y	Y	Y	Y	Y	Y	Y	38.83	
15 NV5	Michael Dozzi	Y	N	N	Y	Y	Y	N	N	Y	Y	37.67	
16 Timmons	Chris Kiefer	Y	N	N	Y	Y	Y	N	N	Y	Y	33.67	
17 LaBella	Rick Sanderson	Y	N	N	Y	Y	Y	N	N	Y- their doc miscounted	Y	41.00	4
18 Gresham Smith	Robert Moser	Y	N	N	Y	Y	Y	N	N	Y	Y	34.17	
19 American	Chris Johnson	Y	N	N	Y	Y	Y	N	N	Y	Y	42.42	3
20 Summit	Brian Johnson	Y	N	N	Y	Y	Y	Y	N	Y	Y	34.83	

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

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

To: Town Board

From: Eian Fowler, Engineering

Date: 09/21/20

Subject: Seagle & Fourth Engineering Services Contract

EXPLAIN REQUEST:

Engineering Services Contract for the Seagle St and Fourth St roadway improvement project.

ACTION RECOMMENDED:

Adopt Resolution awarding Engineering Services Contract for the Seagle Street and Fourth Street Roadway Improvement Project. (*Eian Fowler*)

FINANCIAL IMPLICATIONS:

Transportation Reserve

ATTACHMENTS:

- [Seagle & Fourth - Agenda package 9.15.2020.pdf](#)



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE SEAGLE ST AND FOURTH ST (S&F) PROJECT CONTRACT PER THE QUALIFICATION-BASED SELECTION PROCESS

Whereas the Town of Huntersville proposes to enter into an agreement for professional engineering services for the road widening and improvements of the S&F Project;

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 design services required were put out for proposals based on qualifications and is attached for reference; and

Whereas from a qualified proposer the selected proposal was from STV Engineers, Inc., see Exhibit A;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes Contract for Professional Engineering Services attached herein as Exhibit A is approved.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution; and
3. This Resolution shall be effective as of the date its adoption.

Adopted this 21st day of September, 2020.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney



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

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

FIRM: STV Engineers, Inc.

900 W. Trade Street, Suite 715

Charlotte, NC 28202 | 704-372-1885

Attn: Nikki Honeycutt, PE

PROJECT: Seagle Street & Fourth Street

PROJECT ADDRESS: Seagle St & Fourth St, 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 Street, Suite 715 Charlotte, North Carolina.

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 professional engineering services needed to complete the project. Such professional engineering services shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits B and C, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit B that are requested by the Town or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit D, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firm's standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit D 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.

The Firm will be responsible for providing properly licensed engineers to complete the Work in accordance with the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County ("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 from claims and liabilities to the extent caused by the negligent errors or omissions of the Firm, including its engineers, 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 Firm must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and must be properly authorized to conduct business in the state of North Carolina. The engineers performing the Work, and in responsible charge of the Work, must be a licensed Engineer in the State of North Carolina and must have a good ethical and professional standing.

The Town reserves the right to terminate the professional service contract of the Firm based on the Firm's breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.) after giving written notice and opportunity for the Firm to cure the allegations of breach of this Contract. The Town reserves the right to modify the Scope of Work described in Exhibit B Scope of Services, and in such event the Town and Firm shall negotiate in good faith to make corresponding modifications to 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 for all insurance purchased, an endorsement 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. 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 Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town.
5. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit C, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the lump sum stated in the Fee Schedule in Exhibit C. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit D, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

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

STV Engineers, Inc.

Name of Firm (print)

DocuSigned by:

E. Richard Capps, Jr., PE
Signature

Senior Vice President

Title

Town of Huntersville

Anthony Roberts- Town Manager

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

Pattie McGinnis- Finance Director

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Firm's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) Exhibits A and B hereto, and (iii) any other terms and conditions of a written agreement signed by Firm 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 Firm and the Town with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance herewith that may appear in Firm's quotation, acknowledgment, invoice or in any other communication from Firm 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.** The Contract Documents constitute and represent the complete and entire agreement between the Town and Firm 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. However, Firm will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the Town or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, Firm will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
4. **Relationship of the Parties.** The Firm is an independent Professional Engineering Company and not an affiliate of the Town. The conduct and control of the work will lie solely with the Firm. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Firm and the Town. Employees of the Firm shall remain subject to the exclusive control and supervision of the Firm, which is solely responsible for their compensation.
5. **Prices.** In no event shall Firm's price be higher than the price contained in the Firm's Fee Schedule attached as Exhibit C unless otherwise agreed in writing.
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.** 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 and liability to the extent caused by (a) the Firm's negligent performance of the Work; (b) the Firm's failure to comply with any applicable law, code, ordinance, regulation, or industry standard or (c) the Firm's breach of this Contract. In the event that any portion of the Work performed under the Contract do not conform with the professional Standard of Care, 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 by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use of such Work to the extent caused by said non-conforming services. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither Party shall be liable to the other for any incidental, special, indirect or other consequential damages.
9. **Invoices and Payment Terms.** Invoice and Payment Terms are set forth in Section 5 in the Contract for Professional Engineering 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.** During the performance of the Contract, Firm shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance.** The Firm shall provide the insurance coverages shown on Exhibit A, 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, the Firm certifies that their proposal was 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 proposal, 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.** This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Firm represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **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.
15. **Assignment.** The Firm shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
16. **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.
17. **Warranties.** The Firm warrants 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 Work outlined in this Contract and any attached specifications. Firm 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. Firm warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. Firm makes no additional warranties, express or implied, in connection with the Work. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
18. **Quality and Workmanship.** All Work shall be performed in accordance with this Contract and the applicable standard of care
19. **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 a breach by Firm, 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, professional engineering services substantially similar to those so terminated, in which case the Firm shall be liable to the Town for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured with the thirty-day notice period. In the event this Contract is terminated by the Town for the default of the Engineer, the Town shall be entitled to keep and use all design work provided by the Engineer for use in finishing the design and construction of the Project.
20. **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 Firm. If the Contract is terminated by the Town in accordance with this paragraph, the Firm will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The Town will not be liable to the Firm for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
21. **Assignment.** Firm may not assign, pledge, or in any manner encumber Firm's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
22. **No Third Party Beneficiaries.** There shall be no intended nor incidental third party beneficiaries of this Contract. Firm 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.
23. **Valid Contract.** In order for this Contract for Professional Engineering Services to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be preaudited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.

24. **Verification of Work Authorization.** Firm 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.
25. **Iran Divestment List.** With the execution hereof, Firm, 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.

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Town shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such 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 Firm 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 Firm 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 Firm 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

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$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 Firm.

d. Other Insurance

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

EXHIBIT B

FIRM'S SCOPE OF SERVICES

[Attach a copy]

SCOPE OF SERVICES

for

SEAGLE STREET/FOURTH STREET ROADWAY IMPROVEMENTS

Located in

HUNTERSVILLE, NC

September 15, 2020

PROJECT DESCRIPTION

The Town of Huntersville (TOWN) desires to make roadway improvements to Seagle Street from Ramah Church Road to Fourth Street (approximately 900 linear feet) and Fourth Street from Seagle Street to Glendale Drive (approximately 500 linear feet). The project will include two paved travel lanes, curb and gutter, and bicycle and pedestrian improvements. The typical section is dependent on physical constraints, so this scope of services will include a feasibility study and design phase. It is assumed sidewalk will only be feasible on one side of the road. Services will include project management, roadway design, hydraulics design, pavement markings and signing, traffic control, utility coordination, and right of way acquisition. The project will be wholly funded with TOWN funds.

A. PROJECT MANAGEMENT

- (1) Invoices – Prepare monthly invoices to the TOWN
- (2) Coordination Meetings - bi-weekly conference call with the consultant team
- (3) Monthly progress reports
- (4) Facilitate meetings with the TOWN as further defined in the scope
- (5) Coordination with various disciplines and sub-consultants to drive project to completion
- (6) QA/QC Documentation – Perform regular on-going review of QA/QC activities on the project

Assumptions/Exclusions:

The project schedule from Notice to Proceed to sealed plans is approximately 12 months.

B. PLANNING - ROADWAY

- (1) STV will study the alignment to determine one “best fit” alignment which will constitute our Build Alignment. The conceptual design will consist of up to two alternatives. During the course of development, it is anticipated that STV will:
 - (a) Prepare design criteria and preliminary typical sections for review by the TOWN
 - (b) Study the alignment and discuss findings with the TOWN
 - (c) Develop the Build Alternative, meet with the TOWN, and incorporate comments
- (2) For the Build Alternative, the following applies:
 - (a) Alignment studies will include horizontal alignment, vertical profile, and cross sections will be developed using existing NCDOT lidar, aerial, and GIS mapping.
 - (b) Build Alternative will indicate centerline, edge of pavement, curb and gutter, sidewalk, existing ground line, proposed ground line, and preliminary slope stake lines.

- (c) Build Alternative will be presented on a 50 scale color roll plot. Roll plot will feature both the horizontal plan view and the profile view.

(3) Deliverables include

- (a) Design criteria and typical sections
- (b) Roll plot of the Build Alternative at 50 scale (pdf)
- (c) Planning level construction estimate for Build Alternative

Assumptions:

The project limits will be as shown in Appendix A.

C. ROADWAY DESIGN

- (1) We will prepare Preliminary (25%), Right-of-Way (65%), and Final roadway design plans in accordance with NCDOT standard practices; and the plans will conform to NCDOT 2018 Standard Specifications, NCDOT 2018 Standard Drawings, NCDOT Roadway Design Manual, and TOWN standards where applicable.
- (2) Design vehicle will be a school bus. Turning movement exhibits will be provided for each intersection.
- (3) The drawings will be prepared in Microstation V8i format.
- (4) STV will provide quantity take-offs to be compiled in an Engineer's estimate with the ROW and final submittals.
- (5) STV will attend the preliminary and 65% review meetings (virtually). Other plan reviews will be handled via email.
- (6) STV will attend up to 3 meetings, 1 hour each, during the right-of-way phase.
- (7) STV will provide the following bid phase services:
 - (a) Bid Document Preparation – The TOWN will provide the upfront provisions and legal forms for the bid document; STV will compile along with Project Special Provisions.
 - (b) Attend pre-bid meeting at the TOWN – 2 staff
 - (c) Answer RFI's (up to 30 manhours has been included in the fee for this service; additional manhours are included in the contingency.)
 - (d) Attend pre-construction conference at the TOWN – 2 staff

Assumptions/Exclusions:

Final roadway design will be provided for the final recommended alternative.

Bid phase services such as CE&I and record drawings are not included in this phase of work.

Advertise and award of the PROJECT is not included in this scope of services.

The TOWN requested that Roadway Geotechnical Recommendations (such as undercut, geogrid/geofabric, settlement, underdrains, etc.) not be performed on this project. Any roadway geotechnical items can be included in the Engineer's Estimate as a token quantity.

A pavement design for overlay and full depth will be provided by the TOWN based on TOWN standards.

No traffic analysis will be performed as part of this project. Turn lanes will not be installed.

Traffic signals are not included. Both roads will be stop sign controlled.

D. DESIGN – HYDRAULICS & EROSION CONTROL

- (1) STV will provide drainage design to convey storm water runoff from the proposed roadway to the existing drainage outfalls. We will provide calculations in accordance with NCDOT's "Guidelines for Drainage Studies and Hydraulic Design." We will provide a Design/Calculations Notebook for NCDEQ Submittal which will include project description, drainage area maps, hydrologic/hydraulic calculations, and site photographs with drainage field notes.
- (2) Storm systems will be designed using MicroStation V8i and Geopak Drainage. Design will include peak discharge determination using Rational Formula, gutter spread calculations, inlet capacity, pipe system design, and outfall channel design.
- (3) Erosion Control
 - (a) STV will prepare erosion control plans in accordance with North Carolina's "Erosion and Sediment Control Planning and Design Manual." We anticipate preparing a two-phase erosion control plan that includes a clearing & grubbing phase and final phase.
- (4) Deliverables:
 - (a) Storm Drainage Design
 - (b) Plan View Construction Plans showing pipe layout and type of drainage structures.
 - (c) Drainage summary sheet
 - (d) Erosion control design
 - (e) Land disturbance permit application, if required based on disturbed acreage
 - (f) Storm Water Design Calculations notebook for submittal to NCDEQ, if required

Assumptions/Exclusions:

No special structure designs are included.

No FEMA/County Floodplain Permits included or anticipated. If a no-rise study, Conditional Letters of Map Revision (CLOMRs) or Letters of Map Revision (LOMRs) are necessary, they will be negotiated as a supplemental.

No pond design or storm water management plan (BMPs).

No downstream improvement design included.

A grading permit is not required if less than 1 acre of disturbed area. If greater than one acre of disturbed area; an Erosion Control permit package will be submitted to NCDEQ.

Drainage design notebook will be provided for submittal to NCDEQ if a permit is required; all drainage calculations will be performed and can be provided if requested.

E. ENVIRONMENTAL

Preliminary Wetlands Determination & Environmental Screening

- (1) A preliminary determination of the approximate boundaries of jurisdictional waters of the U.S., including wetlands and streams, will be performed in the project corridor. Potential wetland areas will be defined using the Routine On-Site Determination method as described in the 1987 "Corps of Engineers Wetlands Delineation Manual" and corresponding Regional Supplement.

- (2) Prior to the field visit, a literature review will be completed including but not limited to the following sources & databases: National Wetlands Inventory mapping, Natural Resources Conservation Service hydric soils, USGS, National Hydrography Dataset, and various aerial mapping and digital elevation models.
- (3) During field review efforts, a Global Positioning System (GPS) capable of subfoot accuracy will be utilized to obtain reference points for potential wetlands, streams, and/or other notable natural resources features on site. A brief memo of findings will be prepared. Based on a cursory literature review, wetlands and streams are not anticipated in the project corridor.
- (4) Deliverables:
 - (a) Map depicting the findings of the literature and field review.
 - (b) GPS data file of reference points.
- (5) In the event potential waters of the U.S. are in the project corridor and may be impacted by the proposed improvements, then additional services for wetland delineations and Section 404 permitting may be required.

F. SURVEY (BY V&M)

- (1) Survey for Right of Way Acquisition for the project area as identified in Appendix A.
- (2) V&M will perform and provide the following:
 - (a) Courthouse Deed research on all parcels. (approx. 32)
 - (b) Contact property owners by letter.
 - (c) Boundary points tied to a monument. Mets and Bounds tied to two (2) corners.
 - (d) Set and Traverse a baseline +/- 7 stations
 - (e) Set and elevate 2 Benchmarks
 - (f) Locate +/- 2,450' of pavements and driveway inside limits
 - (g) Locate all drainage structures and sanitary sewer manholes inside limits and one structure up or down stream past limits connected to the system.
 - (h) Perform field property ties and recon on +/- 32 parcels
 - (i) Locate all above ground utility appurtenances
 - (j) Provide the staking of the right of way, easements and centerline as needed for the performance of work outlined in the Right of Way scope of work.
 - (k) Prepare Recordable Plats for Fee Simple Right of Way and written Legal Descriptions for each parcel. Boundary points will be tied to a monument. Mets and bounds descriptions will be tied to two monuments minimum.
 - (l) Coordination with railroad maybe necessary. Depending on rail operator and their requirements, a flagman (a qualified railroad employee) may need to be scheduled. This is not included in the base fee. In the past, railroad fees have been up to \$2000 per day. 1 day would be the maximum needed, and the supplemental fee would be used to cover this cost.

- (3) V&M will comply with NCDOT safety procedures regarding signage and safety apparel
- (4) SUE
 - (a) Research and attempt to obtain utility records for this project
 - (b) Attempt to locate all underground utilities SUE LEVEL B, all lines will be marked using APWA standards.
 - (c) We estimate there will be: +/- 3,000' of waterline, +/-2,375' of Gas Line, +/- 2,800' of telephone lines, +/- 600' of buried electric lines and +/-1,700' of Fiber Optic lines.
 - (d) Survey all marked underground utilities.
- (5) Deliverables:
 - (a) DGN files of Final Survey, DTL File, TIN file and gpk file.

G. PAVEMENT MARKINGS/SIGNING

- (1) STV will provide pavement marking and ground mounted signing plans for approximately 1300 linear feet of roadway (900' on Seagle St and 500' on Fourth) based on the TOWN standards.

Assumptions/Exclusions:

One set of plans showing both pavement markings and signage will be developed.

H. TRANSPORTATION MANAGEMENT PLAN

- (1) The Consultant will furnish preliminary a Transportation Management Plan (TMP) that will indicate the Consultant's proposed phasing of construction. The Consultant will prepare the preliminary TMP (phasing) when the 65% roadway plans are prepared and will submit them as part of the Pre-ROW Plan set. Any modifications to Transportation Management Plan will be submitted with the ROW Plans.
- (2) The Consultant will prepare the TMP for roadway construction in conformance with the following:
 - (a) Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) - The MUTCD shall be the edition current as of the date Final Traffic Control plans are begun as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revision,
 - (b) The most recent edition of the "North Carolina Supplement to the MUTCD, Part VI; NCDOT,
 - (c) "The State Policy and Procedure for Traffic Control Through Construction Work Zones", and
 - (d) The 2018 edition of the "Highway Design Branch Roadway Design Standards", with all subsequent revisions.
- (3) The final TMP will include a phasing sequence which will include the work to be done in each phase, the traffic control details of each phase, and any special details such as time limitations, hour of day limitations, or intermediate completion times. Temporary pavement markings will

be included. The final TMP will be submitted to NCDOT prior to construction for a final review.

Assumptions/Exclusions:

Offsite detours and/or lane closures anticipated; if on-site detours required, supplemental design fee may be required.

Shoring design is not included. If identified as needed during design, it could be added as an additional service.

I. UTILITY COORDINATION – PLANNING PHASE

(1) Utility Analysis

- (a) Review Build Alternative, profiles, cross sections and other information provided and mark up plans to indicate all known utilities to help determine potential utility conflicts.
- (b) Contact all known utility owners in the project area and obtain copies of any available utility as-built drawings.
- (c) Make an onsite field inspection, with affected utility owner representatives if possible, and verify that all utilities within the project are accurately shown on the plans.
- (d) Prepare a Utility Matrix which identifies all known utilities and lists all known and potential utility conflicts. The utility matrix will show utility contact name, telephone numbers, and email information.
- (e) Determine which utility companies, if any, have prior rights of way/compensable interest and who is financially responsible for the relocation of utilities that are in conflict.
- (f) Provide a conceptual estimate of relocation costs.
- (g) Provide a utility summary memorandum for design alternative chosen.

*Deliverables: Utility Relocation Cost Estimate
Utility Tech Memo, identifying planning level utility relocation impacts*

J. UTILITY COORDINATION – DESIGN PHASE

(1) Utility Owner Concurrence

- (a) Develop a schedule for utility design and relocation.
- (b) Determine who is financially responsible for the relocation of utilities that are in conflict.
- (c) Verify that utility impacts have been fully determined and adequate PUE's properly provided.

(2) Utilities By Others

- (a) Prepare UBO plans, if required by the TOWN, by transcribing markups provided by the utility owners.

(3) Utility Authorizations

- (a) Submit Utility Relocation Agreements executed by the utility company.
- (b) Provide appropriate encroachment agreement executed by the utility company.

Assumptions/Exclusions:

Water and sewer line designs are not included. Fee has been included in the contingency, if necessary.

K. NCDOT APPROVALS AND COORDINATION

The Consultant shall provide coordination with the TOWN and NCDOT throughout the Project to obtain approvals in a timely manner.

The Consultant shall provide all information necessary to the TOWN and NCDOT to obtain encroachment permit approval, since Ramah Church Road is a state-maintained roadway.

L. TECHNICAL SPECIFICATIONS, QUANTITIES, COST ESTIMATE

(1) Design will conform to the following:

- (a) TOWN Standards
- (b) NCDOT 2018 Standard Specifications
- (c) NCDOT 2018 Roadway Standard Drawings
- (d) NCDOT Roadway Design Manual
- (e) 2018 AASHTO's A Policy on Geometric Design of Highways and Streets (Green Book)
- (f) 2009 Manual on Uniform Traffic Control Devices (MUTCD)
- (g) NCDOT's "Guidelines for Drainage Studies and Hydraulic Design"

M. REGULATORY REVIEWS AND PERMITS

<u>Agency</u>	<u>Type of Review/Permit</u>
TOWN	All design plans
NCDOT	Encroachment Agreement

N. SUPPLEMENTAL

- (1) Answer RFI's - Up to 60 manhours has been included for this service which is in addition to the 30 manhours included in the base fee.
- (2) Soft Digs for Level A Utility Investigation – Up to 10 soft digs at a price of \$1200 each (\$12,000)
- (3) Water/Sewer design – Up to \$50,000
- (4) Supplemental Survey & Railroad Flagger if needed – Up to \$20,000

Appendix A



EXHIBIT C

FIRM'S FEE SCHEDULE

[Attach a copy]



ESTIMATE OF PROFESSIONAL SERVICES
SUMMARY PAGE

STV Proposal or Job Number: 0066805

Client Job Number: TBD

Project Description/Location: Seagle/Fourth Roadway Improvements

Client: Town of Huntersville

Client Project Manager: Lora Mastrofrancesco

Item	wksht	Hours	Budgeted Costs	Budgeted Effort	Other Dir. Costs	Subconsult.	Grand Total
Project Management	A	136	\$ 22,350.00	\$ 22,350.00	\$ 90.00	\$ -	\$ 22,440.00
Roadway	B	588	71,045.00	71,045.00	119.00	61,071.51	132,235.51
Hydraulics	C	295	36,155.00	36,155.00	114.00	-	36,269.00
Erosion Control	D	106	12,470.00	12,470.00	331.50	-	12,801.50
Pavement Markings/Signing	E	32	3,960.00	3,960.00	-	-	3,960.00
Traffic Control	F	32	3,960.00	3,960.00	-	-	3,960.00
Utility Coordination	G	64	11,640.00	11,640.00	79.00	-	11,719.00
Supplemental	H	451	59,900.00	59,900.00	-	32,000.00	91,900.00
	I	0	-	-	-	-	-
	J	0	-	-	-	-	-
GRAND TOTALS >		1,704	\$ 221,480.00	\$ 221,480.00	\$ 733.50	\$ 93,071.51	\$ 315,285.01

NOTES: STV AMOUNT = \$ 222,213.50
STV PERCENTAGE = 70.48%

DBE AMOUNT = \$0.00
DBE PERCENTAGE =

SUBCONSULTANT AMOUNT = \$ 93,071.51
SUBCONSULTANT PERCENTAGE = 29.52%

ESTIMATED CONSTRUCTION COST = \$ -
DESIGN AS A PERCENT OF EST. CONSTRUCTION =

prepared by STV Incorporated

Project Manager, STV Incorporated

EXHIBIT D

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]



Exhibit D

**STV FEE SCHEDULE
BILLING RATES**

POSITION	RATE*
Senior Project Manager	\$225
Project Manager	\$210
Senior Engineer	\$165
Project Design Engineer	\$110
Design Engineer	\$90
Technician	\$75
Administrative	\$60

**Note: Rates are subject to change at the beginning of each calendar year with Town's approval.*

Fourth/Seagle/Gibson Project

LOI Due: 5/28/2020

Date Posted: 5/4/2020

Firm Name	Contact	Electronic:	3 copies of Letters of Interest: *	1 Letter of Interest Loose Leaf: *	Cover Letter 2 page max:	Eval Factors 7 page max:	Supportive Info 6 page max:	Small Business/ Minority Owned	HUB	15 page max:	Signed RS2 Form:	Total Score:	
#:													
1 Wetherill Engineering Inc	Greg Purvis	Y	N	N	Y	Y	Y	Y	Y	Y	Y	36.67	
2 Ramey Kemp Associates	Alan Morrison	Y	N	N	Y	Y	Y	N	N	Y	Y	36.67	
3 STV Engineering Inc	Nikki Honeycutt	Y	N	N	Y	Y	Y	N	N	Y	Y	45.50	1
4 Vaughn & Melton	Jon Ford	Y	Y	Y	Y	Y	Y	N	N	Y	Y	35.83	
5 Dewberry	Nathan Chapman	Y	N	N	Y	Y	Y	N	N	N	Y	38.83	
6 Stewart	Andy Young	Y	N	N	Y	Y	Y	N	Y	Y	Y	35.00	
7 Wood	Tim Greene	Y	N	N	Y	Y	Y	N	N	Y	Y	33.67	
8 RK&K	Roman Prokopovyc	Y	N	N	Y	Y	Y	N	N	Y	Y	38.00	
9 Cole Jenest & Stone	Mark McAuley	Y	Y	Y	Y	Y	Y	Y	N	Y	N	27.17	
10 Bohler	Mike Theberge	Y	N	N	Y	Y	Y	N	N	Y	Y	26.17	
11 SEPI	Jacob Carpenter	Y	N	N	Y	Y	Y	Y	Y	Y	Y	42.67	2
12 Gannett Fleming Inc	Rick Tipton	Y	N	N	Y	Y	Y	N	N	Y	Y	23.33	
13 Alpha & Omega	Michael Young	Y	N	N	Y	Y	Y	N	N	Y	Y	34.50	
14 LJB	Scott Cooke	Y	N	N	Y	Y	Y	Y	Y	Y	Y	38.83	
15 NV5	Michael Dozzi	Y	N	N	Y	Y	Y	N	N	Y	Y	37.67	
16 Timmons	Chris Kiefer	Y	N	N	Y	Y	Y	N	N	Y	Y	33.67	
										Y- their doc miscounted			
17 LaBella	Rick Sanderson	Y	N	N	Y	Y	Y	N	N		Y	41.00	4
18 Gresham Smith	Robert Moser	Y	N	N	Y	Y	Y	N	N	Y	Y	34.17	
19 American	Chris Johnson	Y	N	N	Y	Y	Y	N	N	Y	Y	42.42	3
20 Summit	Brian Johnson	Y	N	N	Y	Y	Y	Y	N	Y	Y	34.83	

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