

**Mayor**  
Melinda Bales

**Mayor Pro Tem**  
Stacy Phillips

**Commissioners**  
Dan Boone  
Rob Kidwell  
Amber Kovacs  
Lance Munger  
Derek Partee



**Town Manager**  
Anthony Roberts

**Deputy Town Manager**  
Jackie Huffman

**Assistant Town Manager**  
Bobby Williams

**Town Attorney**  
Emily Sloop

**Town Clerk**  
Janet Pierson

**AGENDA**  
**Regular Town Board Meeting**  
**June 20, 2023 - 6:00 PM**  
**TOWN HALL (101 Huntersville-Concord Road)**

**Live Stream available via YouTube**  
**@townofhuntersvillenc28078**

- 1. Pre-meeting**
- 2. Call to Order**
- 3. Invocation/ Moment of Silence**
- 4. Pledge of Allegiance**
- 5. Staff Questions**
- 6. Public Comments, Requests, or Presentations**
  - 6.A. Park and Recreation Month Proclamation.
  - 6.B. Big Day at the Lake Proclamation.
- 7. Agenda Changes/Adoption of Agenda**
- 8. Consent Agenda**
  - 8.A. Approve budget amendment appropriating the final Interest Income Revenue in the amount of \$5,800 for the 2016 GO bonds to the Main Street Project. *(Jackie Huffman)*
  - 8.B. Approve budget amendment appropriating the final Interest Income Revenue of \$750 for the 2013 GO bonds to the Main Street Project. *(Jackie Huffman)*
  - 8.C. Approve budget amendment appropriating Community Needs contributions in the amount of \$8,495 to the Miscellaneous Expense - Community Emergency Needs expense account. *(Jackie Huffman)*

- 8.D. Approve budget amendment appropriating \$2,500 received from AAA Grant from the Police Restrictions Donation account to the Non-capitalized Equipment account for the purchase of four speed feedback signs. *(Jackie Huffman)*
- 8.E. Approve budget amendment appropriating \$1,500 to the Memorial Tree and Bench account for a memorial bench on the Greenway Trailhead. *(Jackie Huffman)*
- 8.F. Approve budget amendment appropriating \$25,000 from the Barry Park Capital Reserve account for athletic lighting repairs at Barry Park. *(Jackie Huffman)*
- 8.G. Approve budget amendment recognizing Contributed Capital from the American Asset Corporation Escrow account in the amount of \$43,216.88 and appropriate to Sidewalk Expense account to construct a sidewalk along Highway 115 near North Mecklenburg High School. *(Jackie Huffman)*
- 8.H. Adopt Resolution to award the bid for the Huntersville Athletic Park Synthetic Turf Project and approve the construction contract. *(Michael Jaycocks)*
- 8.I. Call a public hearing for Monday, July 17, 2023 at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #R23-01, Foundry - Everette Keith Road, a request by Foundry Commercial, LLC to rezone +/- 59.66-acres generally located east of Everette Keith Road and south of Hambight Road from existing Transitional Residential to Corporate Business - Conditional District for approximately 750,000 square feet of light industrial space.
- 8.J. Adopt Resolution authorizing the application to the Safe Streets and Roads for All Discretionary Grant Program. *(Heather Maloney)*
- 8.K. Approve contract with Waste Connections of the Carolinas for solid waste collection services. *(Kevin Fox)*

## **9. Public Hearings**

- 9.A. Conduct continuation of public hearing on Petition #R23-05, Lagoon Bay Beach Club, a request by Bi-Part Development, LLC to rezone +/- 263.01-acres generally located north and south of NC 73, south of Mayes Road, east of Westmoreland Road, north of McCord Road and west of Black Farm Road from existing Rural and Transitional Residential to Traditional Neighborhood Development - Conditional District, Neighborhood Residential - Conditional District, and Highway Commercial - Conditional District for a mixed-use development consisting of approximately 1,183 residential units (250 single-family homes, 201 townhomes, 432 apartment units and 300 condominium units), 210,000 sq. ft. of retail, 200 hotel rooms, 36,000 sq. ft. of convention center space and a 41.16-acre commercial lagoon. *(David Peete)*

## **10. Other Business**



- 10.A. Consider decision on Petition #R22-07, Town 1 Mixed Use Center, a request by Treenail Development, Inc. to rezone +/- 70.54 acres located at the intersection of Mt. Holly-Huntersville Road and Hambright Road from Corporate Business and Corporate Business Conditional District to Transit Oriented Development Residential Conditional District, Transit Oriented Development Employment Conditional District, Highway Commercial Conditional District, and Special Purpose Conditional District, for a mixed used development. *(Jesse James)*
- 10.B. Consider decision on Petition #R23-03, Ultimate Athlete, a request by Jeremy Martin to rezone +/- 1.290 acres located at 15901 Cramur Drive from Neighborhood Center and General Residential to Highway Commercial Conditional District for an indoor/outdoor recreation center. *(Jesse James)*
- 10.C. Consider appointments to the Board of Adjustment. *(Catherine Cook)*
- 10.D. Consider appointments to the Planning Board. *(Catherine Cook)*
- 10.E. Consider approving introduction of Bond Order Authorizing the Issuance of \$50,000,000 General Obligation Transportation Bonds. *(Jackie Huffman)*
- 10.F. Consider approving introduction of Bond Order Authorizing the Issuance of \$8,000,000 General Obligation Parks and Recreation Bonds. *(Jackie Huffman)*
- 10.G. Consider adopting Resolution authorizing a bond order for \$50,000,000 Transportation Bonds and \$8,000,000 Parks and Recreation Bonds, setting a public hearing on July 17, 2023 at 6:00 p.m. at Huntersville Town Hall and directing publication of notice of said public hearing *(Jackie Huffman)*

## **11. Mayor and Commissioner Reports/Closing Comments**

## **12. Adjourn**

### **GENERAL MEETING INFORMATION**

#### Town Board:

The Town of Huntersville Mayor and Board of Commissioners are elected for two-year terms. Huntersville operates under the council-manager form of government, which establishes the Town's policies that are carried out by the Town Manager and staff. For more information visit [www.huntersville.org](http://www.huntersville.org).

#### Meeting Time, Place and Agenda:

All meetings of the Board are open to the public and the public is invited and encouraged to attend. The Board meets in the Town Hall at 6:00 p.m. on the first and third Monday of each month (unless otherwise posted). Agendas are published Thursdays before the meeting on our website. The Board reserves the right to deviate from the agenda.

#### Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet prior to the beginning of the meeting. Once the meeting has begun, a person may not sign up to speak.

Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. (Public Comment and Public Hearing Policy - Adopted April 19<sup>th</sup> 2021)

Special Accommodations:

Anyone needing special accommodations when attending this meeting and/or if this information is needed in an alternative format please contact the Town Clerk. The Clerk can be reached by phone or fax: 704-875-6541, email: [clerk@huntersville.org](mailto:clerk@huntersville.org) or at 101 Huntersville-Concord Rd, Huntersville, NC 28078.

We request at least 72-hours' notice prior to the meeting to make the appropriate arrangements.

# *Town of Huntersville*

## *Proclamation*

**WHEREAS**, parks and recreation is an integral part of communities throughout this country, including Huntersville, North Carolina; and

**WHEREAS**, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

**WHEREAS**, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

**WHEREAS**, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

**WHEREAS**, parks and recreation is a leading provider of healthy meals, nutrition services and education; and

**WHEREAS**, park and recreation programming and education activities, such as out- of-school time programming, youth sports and environmental education, are critical to childhood development; and

**WHEREAS**, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, parks and recreation is fundamental to the environmental well-being of our community; and

**WHEREAS**, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**WHEREAS**, The Huntersville Parks and Recreation Department was created in 1995 and now serves more than 1.8 million visitors per year to its local parks; and

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**WHEREAS**, Huntersville recognizes the benefits derived from parks and recreation resources.

**NOW, THEREFORE**, I, Melinda Bales, Mayor of Huntersville, do hereby proclaim the month of July as **“PARKS AND RECREATION MONTH”** in Huntersville, North Carolina.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 20<sup>th</sup> of July, 2023.

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Melinda Bales, Mayor

# *Town of Huntersville*

## *Proclamation*

**WHEREAS**, Big Brothers Big Sisters (BBBS) of Greater Charlotte provides one-to-one mentoring relationships that focus on school success, works with families and volunteers to keep children out of delinquency, and supports the family competency; and

**WHEREAS**, in celebration of its annual accomplishments and, more importantly, in celebration of the youth BBBS of Greater Charlotte serves, the Big Day at the Lake Committee (Committee) will hold its 19th annual "Big Day at the Lake" event on July 22, 2023; and

**WHEREAS**, the Committee organizes through volunteers a day full of fun activities on Lake Norman for participating BBBS of Greater Charlotte matches; and

**WHEREAS**, since 2003, the "Big Day at the Lake" events have hosted more than 1,500 BBBS youth, all of whom have treasured this opportunity to laugh, play, mingle, and make new friends; and

**WHEREAS**, over the past 19 years, the Committee has raised more than \$2,000,000 for BBBS of Greater Charlotte; and

**WHEREAS**, the Committee encourages volunteers to become BBBS mentors, known as "Bigs," following in the footsteps of past Big Day at the Lake participants who have embraced the opportunity to mentor; and

**WHEREAS**, the Committee and BBBS of Greater Charlotte, along with many volunteers and sponsors, deserve appreciation and recognition for enhancing the quality of life of the residents in Mecklenburg County and surrounding areas, especially the youth;

**NOW, THEREFORE**, I, Melinda Bales, Mayor of Huntersville, do hereby proclaim July 22 **“BIG DAY AT THE LAKE”** in Huntersville, North Carolina.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 20<sup>h</sup> of July, 2023.

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Melinda Bales, Mayor

**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jackie Huffman, Deputy Town Manager

**Date:** June 20, 2023

**Subject:** Budget Amendment - Interest Income for 2016 GO Bonds

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**EXPLAIN REQUEST:**

Appropriate the final interest income revenue of \$5,800 (943600.9999) for the 2016 GO bonds to the Main Street project (945700.0564.06011). This will close the bond fund.

**ACTION RECOMMENDED:**

Approve Budget Amendment

**FINANCIAL IMPLICATIONS:**

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

**ATTACHMENTS:**

1. FIFTH Amendment Capital Prj Ord- Main Street

**TOWN OF HUNTERSVILLE  
FIFTH AMENDMENT  
MAIN STREET UPGRADE  
CAPITAL PROJECT ORDINANCE**

**WHEREAS**, it has been determined that G.S. 159-45 and related chapters allow local governments to finance capital projects through the use of General Obligation Bonds; and

**WHEREAS**, the citizens of Huntersville voted on November 6, 2012 and approved the Public Improvement Bonds voting 68.11% in favor and Street Bonds voting 67.86% in favor; and

**WHEREAS**, the Local Government Commission approved a three year extension on September 10, 2019 for the \$17,850,000 Street Bonds and \$7,150,000 of Public Improvement bonds authorized on November 6, 2012 of which \$11,985,000 of Street Bonds and \$3,575,000 of Public Improvement Bonds remain unissued, and

**WHEREAS**, the Board approved the Resolution to adopt the sale of \$15,560,000 General Obligation Bonds on February 3, 2020, and

**WHEREAS**, the bonds were sold on February 19, 2020, and

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

**WHEREAS**, on November 2, 2015 a project ordinance was adopted for the Main Street Project for the purchase of right of way, design and engineering, utility relocation, landscaping and construction costs ("Project Ordinance"); and

**WHEREAS**, the Project Ordinance was amended on May 18, 2020 for the purpose of incorporating the additional funding sources which are the 2020 Bonds issued and the Bonus Allocation funds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and bond issuance costs; and

**WHEREAS**, the Project Ordinance was amended on April 19, 2021 for the purpose of incorporating the additional funding sources which are the General Fund Balance, the Bonus Allocation funds and contribution from Charlotte Water for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

**WHEREAS**, the Project Ordinance was amended on May 15, 2023 for the purpose of incorporating the additional funds source from the 2013 Bonds for continued purchase of

right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

**WHEREAS**, the Project Ordinance was amended on June 5, 2023 for the purpose of incorporating additional funding source from the 2016 Bonds and Charlotte Water for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer and improvements; and

**WHEREAS**, the Project Ordinance needs to be amended for the purpose of incorporating additional interest income from the 2013 Bonds and the 2016 Bonds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

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

**SECTION 1.** The Main Street project authorized the upgrading of Main Street and providing connections to NC 115 at Mt. Holly-Huntersville Road and Fourth Street and related NC DOT municipal agreements have been executed.

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

**SECTION 3.** The following amounts are appropriated for the project:

|                                                                                                                                      | <b>11/2/2015<br/>Original<br/>Budget</b> | <b>Prior<br/>Amendments</b> | <b>6/20/2023<br/>Fifth<br/>Amendment</b> | <b>Total<br/>Budget</b> |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------|------------------------------------------|-------------------------|
| Contruction, Utility relocation,<br>purchase of right of way,<br>design and engineering<br>and landscaping and bond<br>issuance cost |                                          |                             |                                          |                         |
| <b>TOTAL PROJECT COSTS</b>                                                                                                           | <b>\$ 9,000,000</b>                      | <b>\$ 19,663,660</b>        | <b>\$ 6,550</b>                          | <b>\$ 28,670,210</b>    |

**SECTION 4.** The following revenues are anticipated to be available to complete this project:

|                                   | <b>11/2/2015</b>    |                      | <b>6/20/2023</b> |                      |
|-----------------------------------|---------------------|----------------------|------------------|----------------------|
|                                   | <b>Original</b>     | <b>Prior</b>         | <b>Fifth</b>     | <b>Total</b>         |
|                                   | <b>Budget</b>       | <b>Amendments</b>    | <b>Amendment</b> | <b>Budget</b>        |
| 2013 Bonds Issued                 | \$ -                | \$ 13,183            | \$ 750           | \$ 13,933            |
| 2016 Bonds Issued                 | 4,000,000           | 333,600              | 5,800            | 4,339,400            |
| 2020 Bonds Issued                 | -                   | 2,939,945            |                  | 2,939,945            |
| Grant Fund                        | 5,000,000           | 7,634,000            |                  | 12,634,000           |
| General Fund Balance              | -                   | 3,892,932            |                  | 3,892,932            |
| Contribution from Charlotte Water | -                   | 4,850,000            |                  | 4,850,000            |
| <b>TOTAL REVENUE</b>              | <b>\$ 9,000,000</b> | <b>\$ 19,663,660</b> | <b>\$ 6,550</b>  | <b>\$ 28,670,210</b> |

**SECTION 5.** Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project

Duly Adopted this 20th day of June 2023.



**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jackie Huffman, Deputy Town Manager

**Date:** June 20, 2023

**Subject:** Budget Amendment - Interest Income for 2013 GO Bonds

---

**EXPLAIN REQUEST:**

Appropriate the final interest income revenue of \$750 (933600.9999) for the 2013 GO bonds to the Main Street project (935712.0564.06011). This will close the bond fund.

**ACTION RECOMMENDED:**

Approve Budget Amendment

**FINANCIAL IMPLICATIONS:**

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

**ATTACHMENTS:**

1. FIFTH Amendment Capital Prj Ord- Main Street

**TOWN OF HUNTERSVILLE  
FIFTH AMENDMENT  
MAIN STREET UPGRADE  
CAPITAL PROJECT ORDINANCE**

**WHEREAS**, it has been determined that G.S. 159-45 and related chapters allow local governments to finance capital projects through the use of General Obligation Bonds; and

**WHEREAS**, the citizens of Huntersville voted on November 6, 2012 and approved the Public Improvement Bonds voting 68.11% in favor and Street Bonds voting 67.86% in favor; and

**WHEREAS**, the Local Government Commission approved a three year extension on September 10, 2019 for the \$17,850,000 Street Bonds and \$7,150,000 of Public Improvement bonds authorized on November 6, 2012 of which \$11,985,000 of Street Bonds and \$3,575,000 of Public Improvement Bonds remain unissued, and

**WHEREAS**, the Board approved the Resolution to adopt the sale of \$15,560,000 General Obligation Bonds on February 3, 2020, and

**WHEREAS**, the bonds were sold on February 19, 2020, and

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

**WHEREAS**, on November 2, 2015 a project ordinance was adopted for the Main Street Project for the purchase of right of way, design and engineering, utility relocation, landscaping and construction costs ("Project Ordinance"); and

**WHEREAS**, the Project Ordinance was amended on May 18, 2020 for the purpose of incorporating the additional funding sources which are the 2020 Bonds issued and the Bonus Allocation funds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and bond issuance costs; and

**WHEREAS**, the Project Ordinance was amended on April 19, 2021 for the purpose of incorporating the additional funding sources which are the General Fund Balance, the Bonus Allocation funds and contribution from Charlotte Water for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

**WHEREAS**, the Project Ordinance was amended on May 15, 2023 for the purpose of incorporating the additional funds source from the 2013 Bonds for continued purchase of

right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

**WHEREAS**, the Project Ordinance was amended on June 5, 2023 for the purpose of incorporating additional funding source from the 2016 Bonds and Charlotte Water for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer and improvements; and

**WHEREAS**, the Project Ordinance needs to be amended for the purpose of incorporating additional interest income from the 2013 Bonds and the 2016 Bonds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

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

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

**SECTION 3.** The following amounts are appropriated for the project:

|                                                                                                                                      | <b>11/2/2015<br/>Original<br/>Budget</b> | <b>Prior<br/>Amendments</b> | <b>6/20/2023<br/>Fifth<br/>Amendment</b> | <b>Total<br/>Budget</b> |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------|------------------------------------------|-------------------------|
| Contruction, Utility relocation,<br>purchase of right of way,<br>design and engineering<br>and landscaping and bond<br>issuance cost |                                          |                             |                                          |                         |
| <b>TOTAL PROJECT COSTS</b>                                                                                                           | <b>\$ 9,000,000</b>                      | <b>\$ 19,663,660</b>        | <b>\$ 6,550</b>                          | <b>\$ 28,670,210</b>    |

**SECTION 4.** The following revenues are anticipated to be available to complete this project:

|                                   | <b>11/2/2015</b>    |                      | <b>6/20/2023</b> |                      |
|-----------------------------------|---------------------|----------------------|------------------|----------------------|
|                                   | <b>Original</b>     | <b>Prior</b>         | <b>Fifth</b>     | <b>Total</b>         |
|                                   | <b>Budget</b>       | <b>Amendments</b>    | <b>Amendment</b> | <b>Budget</b>        |
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| 2020 Bonds Issued                 | -                   | 2,939,945            |                  | 2,939,945            |
| Grant Fund                        | 5,000,000           | 7,634,000            |                  | 12,634,000           |
| General Fund Balance              | -                   | 3,892,932            |                  | 3,892,932            |
| Contribution from Charlotte Water | -                   | 4,850,000            |                  | 4,850,000            |
| <b>TOTAL REVENUE</b>              | <b>\$ 9,000,000</b> | <b>\$ 19,663,660</b> | <b>\$ 6,550</b>  | <b>\$ 28,670,210</b> |

**SECTION 5.** Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project

Duly Adopted this 20th day of June 2023.

**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jackie Huffman, Deputy Town Manager

**Date:** June 20, 2023

**Subject:** Budget Amendment - Community Emergency Needs Fund

---

**EXPLAIN REQUEST:**

Appropriate Community Needs contributions (103995.9999.19003) of \$8,495 to the Miscellaneous Expense - Community Emergency Needs expense account (105100.0499.19003).

These funds are donated to the Town to use to help citizens in times of need.

**ACTION RECOMMENDED:**

Approve Budget Amendment

**FINANCIAL IMPLICATIONS:**

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

**ATTACHMENTS:**

None

**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jackie Huffman, Deputy Town Manager

**Date:** June 20, 2023

**Subject:** Budget Amendment - Police

---

**EXPLAIN REQUEST:**

The Town received a \$2,500 grant from AAA towards the purchase of four speed feedback signs which are solar powered. These signs use a RADAR to detect and display vehicle speed. They will also be used to collect traffic statistics used to direct enforcement priorities. Appropriate \$2,500 from the Police Restrictions donation account (103995.9999.11003) to the non-capitalized equipment account (105100.0280).

**ACTION RECOMMENDED:**

Approve Budget Amendment

**FINANCIAL IMPLICATIONS:**

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

**ATTACHMENTS:**

None

**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jackie Huffman, Deputy Town Manager

**Date:** June 20, 2023

**Subject:** Budget Amendment - Memorial Bench

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**EXPLAIN REQUEST:**

Appropriate \$1,500 to the Memorial Tree and Bench account (403419.9999.90404) for a memorial bench on the Greenway Trailhead (406200.0280.90404).

**ACTION RECOMMENDED:**

Approve Budget Amendment

**FINANCIAL IMPLICATIONS:**

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

**ATTACHMENTS:**

None

**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jackie Huffman, Deputy Town Manager

**Date:** June 20, 2023

**Subject:** Budget Amendment - Barry Park

---

**EXPLAIN REQUEST:**

Appropriate \$25,000 from the Barry Park Capital Reserve account (103510.9999.05003) for athletic lighting repairs at Barry Park (106200.0314).

**ACTION RECOMMENDED:**

Approve Budget Amendment

**FINANCIAL IMPLICATIONS:**

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

**ATTACHMENTS:**

None



**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jackie Huffman, Deputy Town Manager

**Date:** June 20, 2023

**Subject:** Budget Amendment - NC 115 near North Meck High Sidewalk Construction

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**EXPLAIN REQUEST:**

Recognize Contributed Capital (103833.9999) from the American Asset Corporation escrow account and appropriate to a sidewalk expense account (105400.0507.23014) to construct a sidewalk along Highway 115 near North Mecklenburg High School in the amount of \$43,216.88.

**ACTION RECOMMENDED:**

Approve Budget Amendment

**FINANCIAL IMPLICATIONS:**

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

**ATTACHMENTS:**

None

**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Michael Jaycocks, Director of Parks and Recreation

**Date:** June 20, 2023

**Subject:** Resolution for Huntersville Athletic Park Synthetic Turf Project

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**EXPLAIN REQUEST:**

This project will replace the existing synthetic turf infields on fields 1 & 2 and add synthetic turf to the infields on fields 3 & 4. This project was approved in the FY23 budget. This project will improve the quality of the fields and will allow more usage. The Town of Huntersville originally advertised the request for bids on April 9, 2023 and, due to not receiving three bids, readvertised the request for bids on May 11, 2023. The AstroTurf Corporation was the lowest responsible bidder. AstroTurf Corporation installed the original two synthetic turf infields over 13 years ago at Huntersville Athletic Park and also installed the turf on the Bradford Park Soccer fields. This project will be completed by the end of the year.

**ACTION RECOMMENDED:**

Consider adopting Resolution to award the bid for the Huntersville Athletic Park Synthetic Turf Project and approve the construction contract.

**FINANCIAL IMPLICATIONS:**

\$1,020,666.00

**ATTACHMENTS:**

1. Resolution awarding the contract to AstroTurf 6-20-2023
2. Astro Turf Bid
3. AstroTurf Contract
4. HAP TURF Project Bid Tab Results 5-26-23
5. HAP Project Manual May 8, 2023-
6. Stamped Approved Huntersville Athletic Park Civil Set for Bid



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AWARD THE BID FOR THE HUNTERSVILLE  
ATHLETIC PARK SYNTHETIC TURF FIELD PROJECT AND APPROVE THE CONSTRUCTION  
CONTRACT**

Whereas, the Town of Huntersville received formal, written, sealed bids for the construction and installation of synthetic turf at Huntersville Athletic Park (the "Project"); and

Whereas, the Town of Huntersville originally advertised the request for bids on April 9, 2023 and, due to not receiving three bids, readvertised the request for bids on May 11, 2023; and

Whereas, the lowest responsive responsible bidder was ASTROTURF Corporation, a Georgia company located in Daulton, GA ("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>Synthetic Turf Fields</u> | \$993,015.00 (lump sum) |
| 2. <u>Alternate 1:</u>          | \$27,651 (lump sum)     |

**Total Bid Amount:** **\$1,020,666.00 (lump sum)**

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 five percent (5%) of the Total Bid Amount stated in paragraph 1, above.

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

Adopted this \_\_\_\_\_ day of June, 2023.

ATTEST:

TOWN OF HUNTERSVILLE

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

**HUNTERSVILLE ATHLETIC PARK TURF PROJECT**

**SINGLE PRIME GENERAL CONSTRUCTION CONTRACT  
BID PROPOSAL**

**TOWN OF HUNTERSVILLE ATHLETIC PARK TURF PROJECT**

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: 5/26/2023

**TO: Town of Huntersville  
North Carolina**

To Whom It May Concern:

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 construction of four synthetic turf infields with associated demolition/clearing, grading, erosion control, installation of stormwater conveyance measures, and installation of stone sub-base for the synthetic turf. Bidder hereby proposes to furnish all labor, materials, equipment and services necessary to perform the Work required in the Construction Documents and terms of this Proposal for the amounts listed below.

Base Bid Total: \$993,015.00  
(Lump Sum)

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 an 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:

Alternate #1- 52 oz Thatch System: Add/ \$ 27,651 (Lump Sum)

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 120 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.

# HUNTERSVILLE ATHLETIC PARK TURF PROJECT

Addendum No. 1 Dated 4/24/2023  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

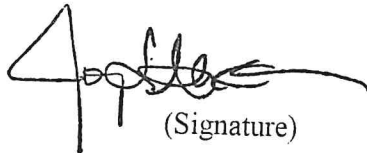
CONTRACTOR: AstroTurf Corporation

(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: 2680 Abutment Rd. Dalton, GA 30721

BY:

  
(Signature)

Joey Alexander

(Typed Name)

TITLE: Authorized Signer

NC General Contractor's License No. 79686

NC State Sales and Use Tax Registration 601070006

☒ 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.)

# HUNTERSVILLE ATHLETIC PARK TURF PROJECT

## Standard Form Contract NON-COLLUSION AFFIDAVIT

I, on behalf of the Bidder, being first duly sworn or as the Contractor, 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 26th day of May, 2023.

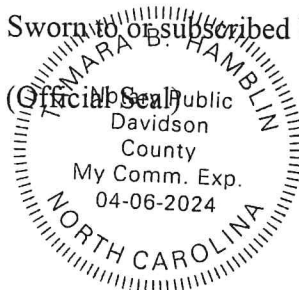
BIDDER: AstroTurf Corporation

Print Name: Joey Alexander

Print Title: Authorized Signer

State of North Carolina  
County of Davidson

Sworn to or subscribed before me this the 26th day of May, 2023.



Notary Public Tamara B. Hamblin

Print Name: Tamara B. Hamblin





## A310™ – 2010 Bid Bond

**CONTRACTOR:**

AstroTurf Corporation  
2680 Abutment Road SE  
Dalton, GA 30721

**SURETY:**

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

Town of Huntersville ATTN:Parks and  
Recreation Department  
105 Gilead Road, ThirdFloor  
Huntersville, NC 28078

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

**BOND AMOUNT:**\$ Five Percent (5%) of Bid Amount

**PROJECT:**

Project Description: 2 rip out and replacement of synthetic fields and 2 natural to synthetic field conversions

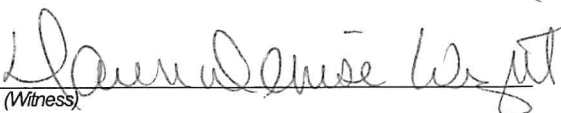
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 27th day of April 2023

  
(Witness)

  
(Witness)

AstroTurf Corporation

(Principal)

(Title)

  
Authorized Signer

Berkley Insurance Company

(Surety)

(Title)

Emerie Germ, Attorney-In-Fact



**Bond covers only one (1) year of warranty.**

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *John W. Lyman; Sherry R. Street; Jennifer Hammons; Dawn Denise Wright; or Emerie Germ of Marsh & McLennan Agency, LLC of Chattanooga, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10<sup>th</sup> day of October, 2022.

Attest:

(Seal)

By

Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 10<sup>th</sup> day of October, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 27<sup>th</sup> day of April, 2023.

(Seal)

Vincent P. Forte  
Vincent P. Forte

# Huntersville Athletic Park Turf Project For Huntersville Parks and Recreation

Site Address: 11836 Verhoeff Drive  
Huntersville, NC 28078

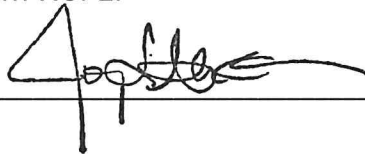
## **ADDENDUM #1**

April 24, 2023

The Project Manual dated April 5, 2023 for the above project are hereby amended by the Town of Huntersville, as noted in this Addendum Number 1. This Addendum includes the pre-bid meeting and clarification notes and the C04 Bulletin Drawing. Receipt of this Addendum shall be acknowledge by signing below and inserting this sheet in the bid envelope.

The bidder hereby acknowledges receipt of and is familiar with the contents of the attached Addendum No. 1.

Name (signed):



Name (printed): Joey Alexander

Company: AstroTurf Corporation

Date: 5/3/2023

## BIDDER'S QUALIFICATION REQUIREMENTS FORM

In order to be considered for this project, the Contractor must meet the following minimum qualification requirements.

- A. The companying bidding on the project shall have been in business for at least 5 years, and been the prime contractor, and have performed similar types of synthetic turf installation projects.
- B. Possess a North Carolina General Contractors License
- C. Company and/or principals of firm must not have been assessed liquidated damages on similar type of projects in the past 3 years.
- D. Be capable of providing percent performance and payment bonds as specified in the contract.
- E. Be able to provide the insurance required by the Contractor and all the subcontractors that will be on site.
- F. Provide at least three (3) synthetic turf projects completed by the Contractor with reference names and phone numbers.

**I have read and understand all sections of the Bidder's Qualifications. This page must be submitted with bid.**

Signed By: Thomas Chan

Title: (Owner, Partner or Corporate President or Vice President only) VP of Operations

### References

App St University  
Brett Scantlin, University Project Manager  
828.773.5575

Lenoir-Rhyne Univ.  
Justin Hay, Assoc. Athletic Director  
601.551.3013

UNC-C  
Cass Ferguson, Ass. AD Of Facilities  
757.509.0882



Parks and Recreation  
105 Gilead Road, Suite 300  
Huntersville, NC 28078  
(704) 766-2220

## CONTRACT FOR CONSTRUCTION SERVICES

**CONTRACTOR:** AstroTurf Corporation

2680 Abutment Road  
Dalton, GA 30721  
Garrett Bare

[gbare@astroturf.com](mailto:gbare@astroturf.com)

**PROJECT:** Huntersville Athletic Park Turf Project

**SITE LOCATION(S):** 11836 Verhoeff Drive,  
Huntersville, NC 28078  
Huntersville, NC 28078

This Contract for Construction and Repair, 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 AstroTurf Corporation located at  
2680 Abutment Road, Dalton, GA 30721 (the  
"Contractor").

### WITNESSETH:

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

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

3. Change Orders. The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions (“Change Orders”). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor’s overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor’s overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.
4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town’s contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. 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 B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. 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.

8. 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 the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
9. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
10. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
11. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
12. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
13. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
14. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
15. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town. The Contractor shall complete all necessary phases of construction in order to substantially complete the base bid work within **120 consecutive calendar days**. This time of construction shall be defined as the Contract Period.
16. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize



the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$500 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.

17. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described on Exhibit D.

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

**Contractor**

**Town of Huntersville**

Name:

\_\_\_\_\_  
Name of Contractor (type or print)

\_\_\_\_\_  
Town Manager

By:

\_\_\_\_\_  
(Signature)

Attest: \_\_\_\_\_

Town Clerk

Title:

\_\_\_\_\_

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

Attest:

\_\_\_\_\_  
(Secretary, if a corporation)

\_\_\_\_\_  
Finance Director



**EXHIBIT A**  
**STANDARD TERMS & CONDITIONS**

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

8. **Indemnification.** To the greatest extent allowed by North Carolina law, the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.

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

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

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.

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

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

13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of

competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Town, Contractor shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Work outlined in this Contract and any attached specifications. Contractor warrants that any finished Work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Work delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All Work shall be performed to the satisfaction of the Town. The Work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Work provided.

21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Work substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Work actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
31. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
32. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

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

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### **ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS**

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

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm, or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for "Debarment and Suspension."
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.

7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.
9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Conflict of Interest.** The Contractor agrees to be bound by the Town's Uniform Guidance Conflict of Interest Policy, which is included herein by reference.
11. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract<sup>1</sup>.

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

**EXHIBIT B**  
**MINIMUM INSURANCE REQUIREMENTS**

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

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

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

b. **Comprehensive General Liability Insurance**

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

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

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

c. **Deductible**

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

d. **Other Insurance**

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

e. **Proof of Carriage**

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

## **EXHIBIT C – PLANS AND SPECIFICATIONS**

See construction documents and project manual.



**EXHIBIT D – FEE SCHEDULE**

Base Bid Total:           \$993,015.00

Alternate #1:             \$27,651

Total Lump Sum:        \$1,020,666.00

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Signature



Huntersville Athletic Park Synthetic Turf Project

Town of Huntersville

May 26, 2023 – 2pm

Bids for Single Prime

| Contractor | License No. | Bid Bond | Non-Collusion Affidavit | Bidder’s Qualification Form | Base Bid       | Bid Alternate #1 |
|------------|-------------|----------|-------------------------|-----------------------------|----------------|------------------|
| FieldTurf  | 66648       | Y        | Y                       | Y                           | \$1,202,106.00 | \$64,353.15      |
| AstroTurf  | 79686       | Y        | Y                       | Y                           | \$993,015.00   | \$27,651.00      |
|            |             |          |                         |                             |                |                  |
|            |             |          |                         |                             |                |                  |
|            |             |          |                         |                             |                |                  |
|            |             |          |                         |                             |                |                  |

**PROJECT MANUAL**

**TOWN OF HUNTERSVILLE  
HUNTERSVILLE ATHLETIC PARK TURF PROJECT**



**SITE ADDRESS: 11836 VERHOEFF DRIVE  
HUNTERSVILLE, NC 28078**

**PROJECT MANAGER:**  
Town of Huntersville  
Michael Jaycocks  
704-766-2228

**PROJECT DESIGNER:**  
HensonFoley  
121 Gilead Road  
Huntersville, NC 28078  
704-875-1615

**OWNER:**  
**Town of Huntersville**  
**ATTN: Parks and Recreation Department**  
105 Gilead Road, Third Floor  
Huntersville, NC 28078  
May 8, 2023

# **HUNTERSVILLE ATHLETIC PARK TURF PROJECT**

## **TOWN OF HUNTERSVILLE HUNTERSVILLE ATHLETIC PARK TURF PROJECT**

100% CONSTRUCTION DOCUMENTS

May 8, 2023

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#### **II. Instruction to Bidders**

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3. Interpretation of Plans
4. Contract Documents
5. Bid Proposal Form
6. Bid Proposal Representations
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8. Opening of Bid Proposals
10. Awarding of Contract
11. Execution of Contract
12. Checks, Cash, or Bid Bond
13. Performance Bond
14. Payment Bond
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16. Liquidated Damages
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18. Contractor's License
19. Time of Construction
20. Technical Specification
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2. Construction Contract
3. Substitution Listing
4. Non-Collusion Affidavit
5. General Conditions of the Construction Contract
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7. Bidder's Qualifications

# HUNTERSVILLE ATHLETIC PARK TURF PROJECT

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### **Division 2 – Existing Conditions**

NOT USED

### **Division 3 – Concrete**

NOT USED

### **Division 4 – Masonry**

NOT USED

### **Division 5 – Metals**

NOT USED

### **Division 6 – Wood, Plastics, and Composite**

NOT USED

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NOT USED

### **Division 8 – Openings**

NOT USED

# HUNTERSVILLE ATHLETIC PARK TURF PROJECT

## **Division 9 – Finishes**

NOT USED

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NOT USED

## **Division 22 – Plumbing**

NOT USED

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# **HUNTERSVILLE ATHLETIC PARK TURF PROJECT**

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# HUNTERSVILLE ATHLETIC PARK TURF PROJECT

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| SHEET NUMBERS | TITLE                 |
|---------------|-----------------------|
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| C02           | SURVEY                |
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END INDEX OF DRAWINGS



# **HUNTERSVILLE ATHLETIC PARK TURF PROJECT**

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# HUNTERSVILLE ATHLETIC PARK TURF PROJECT

## **INVITATION TO BID**

### **FOR THE CONSTRUCTION OF HUNTERSVILLE ATHLETIC PARK TURF PROJECT**

**Town of Huntersville, North Carolina**

Sealed, single prime bids for the construction of four synthetic turf infields with associated demolition/clearing, grading, erosion control, installation of stormwater conveyance measures, and installation of stone sub-base for the synthetic turf. Bids for the project will be received by the Town of Huntersville Parks and Recreation Department, 105 Gilead Road, 3<sup>rd</sup> Floor, P.O. Box 2879, Huntersville, NC, 28070 until **2:00 PM, local time, Friday, May 26, 2023**, and there at said office, at said time. Bid Proposals will be received for

### **THE CONSTRUCTION OF TOWN OF HUNTERSVILLE HUNTERSVILLE ATHLETIC PARK TURF PROJECT FOR HUNTERSVILLE PARKS AND RECREATION**

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, 3<sup>rd</sup> Floor, Huntersville, NC, or may be accessed at the following web address: [www.huntersville.org](http://www.huntersville.org). Contract documents will not be mailed to Bidders.

Copies of the Contract Documents may be examined at the Huntersville Department of Recreation, Huntersville, North Carolina 28078

Each Bid must be accompanied by cash, cashier's check, certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation, or Bid Bond in the amount not less than five percent (5%) of the amount of the Bid in the form and subject to the conditions provided in the Information for Bidders.

1. The Contract Drawings for this Project were provided to the Town by HensonFoley. 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.

A pre-bid meeting shall be held on **Tuesday, May 16, 2023, at 10:00 A.M.** at the project site located at 11836 Verhoeff Drive, Huntersville, NC 28078. Any questions regarding this meeting should be directed to Michael Jaycocks, Director of Parks and Recreation at 704-766-2228.

The Town of Huntersville ("Town") reserves the right to waive any minor deviations in the Bid Proposal and to reject any or all Bid Proposals.

Town of Huntersville  
End of Invitation to Bid

# HUNTERSVILLE ATHLETIC PARK TURF PROJECT

## **INSTRUCTIONS TO BIDDERS:**

**Project Designer:** HensonFoley  
121 Gilead Road  
Huntersville, NC 28078  
704-875-1615

PLEASE NOTE: ALL QUESTIONS REGARDING THE CONTRACT DRAWINGS, AND THE CONSTRUCTION SPECIFICATIONS INDICATED ON SAID DRAWINGS SHOULD BE DIRECTED TO THE PROJECT ARCHITECT. 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 Engineer 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 Architect, a written request for an interpretation thereof, who will either answer or secure an answer based upon their relative expertise. The person submitting such request will be responsible for its prompt delivery. Note, requests for clarification or interpretation must be submitted no later than 5:00 pm on **May 19, 2023**. Any interpretation of the proposed documents will be made only by addendum duly issued and posted on the Town's website. The Project Architect 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.

## HUNTERSVILLE ATHLETIC PARK TURF PROJECT

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, the General Conditions of the Construction Contract, and all exhibits and attachments incorporated by reference to any of the Contract Documents.
5. **BID PROPOSAL FORM:** Each Bidder must submit a Bid Proposal on the blank forms herewith provided including: Bid Proposal Form, Non-collusion Affidavit, and Substitution Listing Form and Bidder's Qualification Form. 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 understands 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

## HUNTERSVILLE ATHLETIC PARK TURF PROJECT

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:** It is the responsibility of each Bidder, without excuse, to ensure that their Bid Proposal is submitted at the right place by the deadline. Each Bid Proposal must be submitted in a sealed envelope, to indicate its contents without being opened. The name of the Bidder, his address and his license number must be marked on the outside of the envelope. **This envelope shall be placed in another one** addressed to the attention of Michael Jaycocks, Town of Huntersville Recreation Department, 105 Gilead Road, P.O. Box 2879, Huntersville, North Carolina, 28070, and if forwarded otherwise than by mail, must be delivered to Mr. Michael Jaycocks at the above address. If the mail is delayed beyond the date and hour set for the Bid Proposal opening, proposals thus delayed will not be considered. The outer envelope must also state the Project Name and the name of the Bidder. Bid Proposals will be accepted until 2:00 PM on the date of the Bid Proposal Opening. Bid Proposals submitted after this time cannot be accepted.
- 8. OPENING OF BID PROPOSALS:** Bid Proposals will be opened publicly and read promptly at the time, on the date, and at the place set forth in the "Invitation to Bid". Bidders or their authorized agents and other interested parties are invited to be present. The Bid Proposal shall be deemed valid for a period of sixty (60) calendar days after the opening thereof. The Bidder may request to withdraw their Bid Proposal in writing, received prior to the time for opening of the Bid Proposals, directed to the Town of Huntersville. Bid Proposals may be withdrawn after the opening of the Bid Proposals **for unintentional and substantial arithmetic errors or omissions pursuant to N.C.G.S. § 143-129.1 only (not for mistakes in judgment)** if the request is made in writing to and received by Michael Jaycocks, Huntersville Parks and Recreation Assistant Director, within seventy-two hours after the time for opening 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 quality, performance, and time specified in the Contract Documents. Consideration will be given only to Bid Proposals of contractors who are experienced in the class of work proposed and who can refer to projects of similar magnitude and/or character as have been completed by them. The Town also reserves to itself the right to reject any or all Bid Proposals and to waive minor informalities or technicalities, as it may deem to be in the Town's best interest.

## HUNTERSVILLE ATHLETIC PARK TURF PROJECT

- 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 result in the forfeiture of the bidder's bid bond as described below. .
- 11. CHECKS, CASH, OR BID BOND:** Each proposal must be accompanied by a Bid Bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand for with make payment to the Owner if the bidder fails to execute the Contract. The Bid Bond shall be in the amount of five percent (5%) of the total bid plus all of the alternates. The Bid Bond shall be valid for a minimum of ninety (90) calendar days. In lieu of a Bid Bond, a deposit equal to five percent (5%) of the total bid plus all alternates in the form of a Cashier's Check or Certified Check on some bank or trust company insured by the Federal Deposit Insurance Corporation and payable to the Town of Huntersville may be provided. The purpose of the Bid Deposit or Bid Bond is to ensure that the bidder will enter into a Contract with the Owner with the terms stipulated in the Bid Proposal and the bidder guarantees that a Performance, Labor and Material will be executed. If the Contractor fails to execute a Contract, the Bid Bond or Bid Deposit shall be forfeited to the Town. Bid security shall be submitted separately for each project bid.
- 12. PERFORMANCE BOND:** The successful Bidder shall provide a performance bond equal to 100% of the contract sum, and shall conform to the Towns's requirements. Bond/surety shall be provided in a form as noted in item 11 above.
- 13. PAYMENT BOND:** The successful Bidder shall provide a payment bond equal to 100% of the contract sum, and shall conform to the Town's requirements. Bond/surety shall be provided in a form as noted in item 11 above.
- 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 Town 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

## HUNTERSVILLE ATHLETIC PARK TURF PROJECT

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 Landscape Architect 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 or Landscape Architect.

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

- 16. CONTRACT REDUCTION:** The Town 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 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 a valid 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 **120 consecutive calendar days**. This time of construction shall be defined as the Contract Period.
- 19. CONSTRUCTION SCHEDULES:** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Town and Consultant's information, a construction schedule. The construction schedule shall be a detailed bar chart or Critical Path Method, for the Work to be performed. The schedule shall not exceed time limits current under the Contract Documents and shall include weather delays and delays due to delivery of the equipment. The schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

The Contractor shall maintain the construction schedule, making monthly adjustments, updates, and corrections. The construction schedule shall be reviewed at each construction meeting.

## HUNTERSVILLE ATHLETIC PARK TURF PROJECT

The Contractor shall also prepare a schedule of submittals which shall be coordinated with the Contractor's construction schedule. The submittal schedule shall also be reviewed at each construction meeting and adjusted as necessary.

The following chart is the anticipated adverse weather delays for this project.

|     |     |     |       |     |      |      |     |      |     |     |     |
|-----|-----|-----|-------|-----|------|------|-----|------|-----|-----|-----|
| Jan | Feb | Mar | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
| 10  | 10  | 11  | 6     | 6   | 6    | 6    | 5   | 6    | 6   | 7   | 9   |

The construction schedule shall reflect the anticipated adverse weather delays.

National Oceanic and Atmospheric Administration (NOAA) data shall be used to claim addition construction days beyond the above chart for critical path activities.

Weather days occurring on holidays or Sundays will not be considered as delays significant to the Contract completion date. The request for a weather delay must be submitted to the Consultant in writing with supporting data within (20) days following the occurrence.

The Contractor shall allocate sufficient resources to meet the current construction schedule.

**20. TECHNICAL SPECIFICATIONS.** Technical specifications are included both on the Contract Drawings themselves, and within the Project Manual and are 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 from the Project Landscape Architect. All such inquiries and answers will be put out in the form of an Addendum prior to the time for opening bids.

**21. 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 Project Landscape Architect no later than 10 business 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



**HUNTERSVILLE ATHLETIC PARK TURF PROJECT**

**SINGLE PRIME GENERAL CONSTRUCTION CONTRACT  
BID PROPOSAL**

**TOWN OF HUNTERSVILLE ATHLETIC PARK TURF PROJECT**

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: \_\_\_\_\_

**TO: Town of Huntersville  
North Carolina**

To Whom It May Concern:

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 construction of four synthetic turf infields with associated demolition/clearing, grading, erosion control, installation of stormwater conveyance measures, and installation of stone sub-base for the synthetic turf. Bidder hereby proposes to furnish all labor, materials, equipment and services necessary to perform the Work required in the Construction Documents and terms of this Proposal for the amounts listed below.

Base Bid Total: \_\_\_\_\_  
(Lump Sum)

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 an 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:

Alternate #1- 52 oz Thatch System: Add/ \$ \_\_\_\_\_ (Lump Sum)

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 120 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.

## HUNTERSVILLE ATHLETIC PARK TURF PROJECT

|                    |             |
|--------------------|-------------|
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |

CONTRACTOR: \_\_\_\_\_  
(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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature) (Typed Name)

TITLE: \_\_\_\_\_

NC General Contractor's License No. \_\_\_\_\_

NC State Sales and Use Tax Registration \_\_\_\_\_

☐ 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.)

# HUNTERSVILLE ATHLETIC PARK TURF PROJECT

## 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 and Project Landscape Architect at least five (5) business days prior to the time stated for Bid Opening.
2. Pursuant to bidding requirements for the Work titled:

TOWN OF HUNTERSVILLE ATHLETIC PARK TURF 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<br>Or Material | Drawing<br>Number | Proposed Substitution | Proposed<br>Reduction<br>In Contract<br>Sum |
|----|----------------------------------|-------------------|-----------------------|---------------------------------------------|
|    | _____                            | _____             | _____                 | _____                                       |
|    | _____                            | _____             | _____                 | _____                                       |
|    | _____                            | _____             | _____                 | _____                                       |
|    | _____                            | _____             | _____                 | _____                                       |
|    | _____                            | _____             | _____                 | _____                                       |
|    | _____                            | _____             | _____                 | _____                                       |

PROVIDE SIGNATURE  
IDENTICAL TO THAT  
SHOWN ON THE BID FORM

BIDDER:

\_\_\_\_\_

By \_\_\_\_\_

END OF SUBSTITUTION LISTING

# HUNTERSVILLE ATHLETIC PARK TURF PROJECT

## Standard Form Contract NON-COLLUSION AFFIDAVIT

I, on behalf of the Bidder, being first duly sworn or as the Contractor, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BIDDER: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Print Title:

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to or subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Official Seal)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

## BIDDER'S QUALIFICATION REQUIREMENTS FORM

In order to be considered for this project, the Contractor must meet the following minimum qualification requirements.

- A. The companying bidding on the project shall have been in business for at least 5 years, and been the prime contractor, and have performed similar types of synthetic turf installation projects.
- B. Possess a North Carolina General Contractors License
- C. Company and/or principals of firm must not have been assessed liquidated damages on similar type of projects in the past 3 years.
- D. Be capable of providing percent performance and payment bonds as specified in the contract.
- E. Be able to provide the insurance required by the Contractor and all the subcontractors that will be on site.
- F. Provide at least three (3) synthetic turf projects completed by the Contractor with reference names and phone numbers.

**I have read and understand all sections of the Bidder's Qualifications. This page must be submitted with bid.**

Signed By: \_\_\_\_\_

Title:(Owner, Partner or Corporate President or Vice President only) \_\_\_\_\_



Parks and Recreation  
105 Gilead Road, Suite 300  
Huntersville, NC 28078  
(704) 766-2220

## CONTRACT FOR CONSTRUCTION SERVICES

**CONTRACTOR:** Contractor Name

Address 1  
City, State Zip  
Contact Name  
Contact Email

**PROJECT:** Huntersville Athletic Park Turf Project

**SITE LOCATION(S):** 11836 Verhoeff Drive, Huntersville, NC 28078

This Contract for Construction and Repair, 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 \_\_\_\_\_ located at \_\_\_\_\_ (the “Contractor”).

### WITNESSETH:

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

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

3. Change Orders. The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions (“Change Orders”). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor’s overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor’s overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.
4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town’s contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. 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 B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. 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.



8. 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 the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
9. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
10. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
11. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
12. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
13. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
14. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
15. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town. The Contractor shall complete all necessary phases of construction in order to substantially complete the base bid work within **120 consecutive calendar days**. This time of construction shall be defined as the Contract Period.
16. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize

the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$500 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.

17. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described on Exhibit D.

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

**Contractor**

**Town of Huntersville**

Name:

\_\_\_\_\_  
Name of Contractor (type or print)

\_\_\_\_\_  
Town Manager

By:

\_\_\_\_\_  
(Signature)

Attest: \_\_\_\_\_

Town Clerk

Title:

\_\_\_\_\_

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

Attest:

\_\_\_\_\_  
(Secretary, if a corporation)

\_\_\_\_\_  
Finance Director

**EXHIBIT A**  
**STANDARD TERMS & CONDITIONS**

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

8. **Indemnification.** To the greatest extent allowed by North Carolina law, the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.

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

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

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.

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

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

13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of

competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Town, Contractor shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Work outlined in this Contract and any attached specifications. Contractor warrants that any finished Work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Work delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All Work shall be performed to the satisfaction of the Town. The Work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Work provided.

21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Work substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Work actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
31. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
32. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

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

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### **ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS**

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

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm, or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for "Debarment and Suspension."
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.

7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.
9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Conflict of Interest.** The Contractor agrees to be bound by the Town's Uniform Guidance Conflict of Interest Policy, which is included herein by reference.
11. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract<sup>1</sup>.

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



**EXHIBIT B**  
**MINIMUM INSURANCE REQUIREMENTS**

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

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

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

b. **Comprehensive General Liability Insurance**

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

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

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

c. **Deductible**

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

d. **Other Insurance**

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

e. **Proof of Carriage**

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

## BIDDER'S QUALIFICATION REQUIREMENTS FORM

In order to be considered for this project, the Contractor must meet the following minimum qualification requirements

- G. The companying bidding on the project shall have been in business for at least 5 years, and been the prime contractor, and have performed similar types of synthetic turf installation projects.
- H. Possess a North Carolina General Contractors License
- I. Company and/or principals of firm must not have been assessed liquidated damages on similar type of projects in the past 3 years.
- J. Be capable of providing percent performance and payment bonds as specified in the contract.
- K. Be able to provide the insurance required by the Contractor and all the subcontractors that will be on site.
- L. Provide at least three (3) synthetic turf projects completed by the Contractor with reference names and phone numbers.

**I have read and understand all sections of the Bidder's Qualifications. This page must be submitted with bid.**

Signed By: \_\_\_\_\_

Title:(Owner, Partner or Corporate President or Vice President only) \_\_\_\_\_

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### III. Technical Specifications

## **SECTION 01100 – SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS and REQUIREMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Project Identification: **Huntersville Athletic Park Turf Project**
- B. Consultant Identification: The Contract Documents, dated **04-05-2023**, were prepared for the Project by **HensonFoley**.
- C. The Work consists of the **installation of two synthetic turf infields on existing baseball field 3 and 4, as indicated on the Site Plans, as well as the removal and replacement of the two existing turf infields of fields 1 and 2.**
  - 1. Contractor shall furnish all material, labor, tools, supplies, equipment, transportation, superintendence, temporary construction of every nature, insurance, taxes, contributions and all services and facilities, unless specifically excepted, and install all materials, items and equipment required to complete the construction of the Project, as set forth in the Contract Documents and as required to provide complete and operational systems.
  - 2. The Contractor shall act as the Project Expediter and be responsible for coordinating the work and schedules of others hired by him.

#### **1.3 CONTRACT**

- A. Project will be constructed as a **Single Prime Contract**

#### **1.4 SPECIFICATION FORMATS AND CONVENTIONS**

- A. Technical Specifications Format: The Specifications are organized into Divisions and Sections using the 16-division format and Construction Specifications Institute / Construction Specifications Canada (CSI/CSC's) "Master Format" numbering system.
  - 1. Section Identification: The Technical Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult

the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

- B. Technical Specifications Content: The Technical Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Technical Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Technical Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

END OF SECTION

## **SECTION 01250 - CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications whereas all parties agree to the following:
  - 1. A modification in the Work or Contract Documents.
  - 2. The amount of the adjustment in the Contract Sum, if any.
  - 3. The extent of the adjustment in the Contract Time, if any.

#### **1.3 NOTIFICATION TO SURETY**

- A. The Contractor shall notify the Surety of any modifications to the Work or provisions of the Contract Documents, including, but not limited to, the Contract Price or Contract Time.

#### **1.4 MINOR CHANGES IN THE WORK**

- A. The Consultant shall have authority to order Minor Changes in the Work not involving adjustment to the Contract Sum or extension of the Contract Time, and consistent with the intent of the Contract Documents. Such changes shall be in a form of a written order and shall be binding for both the Owner and Contractor when fully executed.

#### **1.5 CLAIMS FOR ADDITIONAL COST:**

- A. No claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph.

**Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the other party to the Contract promptly, but in no event later than thirty (30) days after the start of the event giving rise to the claim.**

The responsibility to substantiate a claim shall rest with the party making the claim. The amount or extent of the claim, with supporting data, shall be delivered to the other party to the Contract within fifteen (15) days after the initial Notice of the Claim. Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the claimant within thirty (30) days after receipt of the claimant's last submittal. Prior notice is not required for Claims relating to an emergency endangering life or property.

- B. The Contractor shall submit a claim if he believes additional cost is involved for reasons including but not limited to the following:
1. A written interpretation from the Consultant,
  2. An order by the Owner to stop the Work where the Contractor was not at fault,
  3. A written order for a minor change in the Work issued by the Consultant,
  4. A change in the Scope of the Work by the Consultant.

## 1.6 **PROPOSAL REQUESTS**

- A. The Owner initiated Proposal Requests is generated by the Owner to modify the Work or Contract Documents. The Consultant will issue a detailed description of proposed modifications in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. The description is for information and shall be considered as a directive to automatically stop work or execute the proposed change.
1. Within ten 10-calendar days after receipt of the Proposal Request, the Contractor shall submit a Proposal Request Form with an estimate to adjust the Contract Sum and the Contract Time if necessary to execute the change. Proposal shall include support documents from Subcontractor, if applicable.
    - a. Include a list of quantities of (plus or minus) the materials and/or products required with unit prices, total amount of purchases, and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change, including social security, old age and unemployment insurance, fringe benefits, and workmen's compensation insurance.

- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start, and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 2. The Contractor may initiate proposals if latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Consultant.
  - a. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - b. Include a list of quantities of (plus or minus) the materials and/or products required with unit prices, total amount of purchases, and credits to be made. If requested, furnish survey data to substantiate quantities.
  - c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - d. Include costs of labor and supervision directly attributable to the change, including social security, old age and unemployment insurance, fringe benefits, and workmen's compensation insurance.
  - e. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - f. Comply with requirements in Division 1 Section, of the Technical Specifications "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. An alternative method to price the changes in the work is to utilize current "Mean's Cost Data".
- D. Profit and Overhead shall not exceed ten percent (10%) of the cost of the changes to the Work.
- E. Use Proposal Request Form provided by Owner. A "Sample is included in the Appendix. The Contractor shall prepare three copies, one for the Consultant, one for the Owner and one for himself and for all parties to sign. Each shall keep a copy.
- F. The Contractor shall be responsible for keeping and updating a "Proposal Request Log", listing all Proposal Requests and Minor Changes. The log shall also indicate the



date of the Proposal Request, approval date, action taken, running balances, and a complete description of the change.

- G. After all parties have signed “The Proposal Request Form”, it shall be the Contractor’s authorization to proceed with the changes to the Work.

If the Owner and Contractor do not agree with the requested adjustment in the Contract Sum, the Contract Time or the method of determining each, the provisions for Mediation shall be utilized.

## 1.8 **CHANGE ORDER PROCEDURES**

- A. The Consultant shall issue a Change Order for signatures once all of the Proposal Request(s) amounts exceeds the contingency amount or at the end of the project.
- B. The Contractor shall not invoice for the Change Order until it has been executed by all parties.**

## 1.9 **CONSTRUCTION CHANGE DIRECTIVE**

- A. The Consultant may issue a Construction Change Directive that has been signed by the Owner to the Contractor directing a change in the Work. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. And the Contractor shall advise the Consultant of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- C. The Contractor shall maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 PROCESSING CHANGE ORDERS**

- A. The Change Order will be issued describing the change or changes to the Work and/or Contract Documents and will refer to the Proposal Requests.
- B. The Consultant shall issue one copy of the Change Order to the Contractor. The Contractor shall promptly sign the copy and return the copy to the Consultant who will sign the Change Order and forward the Change Order to the Owner to execute.
- C. Once the Change Order has been fully executed, a copy shall be forwarded to the Consultant and to the Contractor for their files.

END OF SECTION

## **SECTION 01290 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 1, of the Technical Specifications Section 01250 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 1, of the Technical Specifications Section 01320 "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

#### **1.3 DEFINITIONS**

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### **1.4 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms AIA G702.

- b. Continuation Sheets (example of the Continuation Sheet form is in VIII Forms).
  2. Submit the Schedule of Values to the Consultant at earliest possible date but no later than fourteen (14) days before the date scheduled for submittal of initial Applications for Payment.
  3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one (1) line item for each of the Technical Specifications Section.
  1. Identification: Include the following Project information on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Consultant.
    - c. Contract number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Technical Specifications Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.
  3. Group items that are "Non-Tangible & Non-Taxable and Tangible & Taxable Items" on the Schedule of Values (see VIII. Forms, Continuation Sheet).
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include labor and materials and/or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders result in a change in the Contract Sum.

## **1.5 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Consultant and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involves additional requirements.
- B. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.
- C. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for material and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such material and equipment or otherwise protect the owner's interest, and shall

include applicable insurance, storage and transportation to the site for such material and equipment stored off the site.

The Contractor warrants that title to all Work covered by an Application and Certificate for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application and Certificate for payment all work for which Certificates for payment have been previously issued and payment received from the owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of claims of liens, claims, security, interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- D. Payment Application Times: Each Month, the County can make a partial payment to the Contractor on the basis of a duly notarized Application and Certification for Payment approved and certified by the Consultant.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. The Consultant will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  - 3. The Town will retain five percent (5%) of each payment up to fifty (50%) completion of the Contract, for public construction contracts in which the total project costs are equal to or greater than one hundred thousand dollars (\$100,000). No retainage on periodic or final payments made by the Owner or prime contractor shall be allowed on public construction contracts in which the total project costs are less than one hundred thousand dollars (\$100,000).
    - a. The Owner shall not retain more than five percent (5%) of any periodic payment due to a prime Contractor.
    - b. When the project is fifty percent (50%) complete, The Owner, with written consent of the surety, **shall not retain any further** retainage from periodic payments due the Contractor if the Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the Consultant or Owner has been corrected by the Contractor and accepted by the Consultant and Owner. If the Consultant determines the Contractor's performance is unsatisfactory, the owner may reinstate retainage for each subsequent periodic payment application as authorized in this subsection up to the maximum amount of five percent (5%). The project shall be deemed fifty percent (50%) complete when the Contractor's gross project invoices, excluding the value of materials store off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials store on-site shall not exceed twenty percent

(20%) of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.

- c. Within sixty (60) days after the submission of a pay request and one of the following occurs, as specified in the contract documents, the Owner with written consent of the surety shall release to the Contractor all retainage on payments held by the Owner:
  - i. The Owner receives a certificate of substantial completion from the Consultant in charge of the project; or (ii) the Owner receives beneficial occupancy or use of the project. However, the Owner may retain sufficient funds to secure completion of the project or corrections on any work. If the Owner retains funds, the amount retained shall not exceed two and one-half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the Contractor's surety.
- d. The existence of any third-party claims against the Contractor or any additive change orders to the construction contract shall not be a basis for delaying the release of any retainage on payments.
  - i. Full payment, less authorized deductions, shall also be made for those trades that have reached one hundred percent (100%) completion of their contract by or before the project is fifty percent (50%) complete if the Contractor has performed satisfactorily. However, payment to the early finishing trades is contingent upon the Owner's receipt of an approval or certification from the Consultant of record or applicable engineer that the work performed by the subcontractor is acceptable and in accordance with the contract documents. At that time, the Owner shall reduce the retainage for such trades to **five-tenths percent (0.5%)** of the contract. Payments under this subsection shall be made no later than sixty (60) days following receipt of the subcontractor's request or immediately upon receipt of the surety's consent, whichever occurs later. Early finishing trades under this subsection shall include structural steel, piling, caisson, and demolition. The early finishing trades for which line-item release of retained funds is required shall not be construed to prevent an Owner or an Owner's representative from identifying any other trades not listed in this subsection that are also allowed line-item release of retained funds. Should the Owner or Owner's representative identify any other trades to be afforded line-item release of retainage, the trade shall be listed in the original bid documents. Each bid document shall list the inspections required by the Owner before accepting the work, and any financial information required by the Owner to release payment to

the trades, except the failure of the bid documents to contain this information shall not obligate the Owner to release the retainage if it has not received the required certification from the Consultant of record or applicable engineer.

- ii Notwithstanding 3-a & b of this section, following fifty percent (50%) completion of the project, the Owner shall be authorized to withhold additional retainage from a subsequent periodic payment, not to exceed five percent (5%) as set forth in 3-a of this section, in order to allow the Owner to retain two and one-half percent (2.5%) total retainage through the completion of the project. In the event that the Owner elects to withhold additional retainage on any periodic payment subsequent to release of retainage pursuant to 3-d-i of this section, the General Contractor may also withhold from the subcontractors remaining on the project sufficient retainage to offset the additional retainage held by the Owner, notwithstanding the actual percentage of retainage withheld by the Owner of the project as a whole.
- iii Neither the Owner's nor Contractor's release of retainage on payments as part of a payment in full on a line-item of work under 3-d-i of this section shall affect any applicable warranties on work done by the Contractor or subcontractor, and the warranties shall not begin to run any earlier than either the Owner's receipt of a certificate of substantial completion from the Consultant in charge of the project or the Owner receives beneficial occupancy.
- e. Nothing in this section shall prevent the prime Contractor at the time of application and certification to the Owner from withholding application and certification to the Owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment, and materials; damage to prime Contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by the Owner.
- f. Nothing in this section shall prevent the Owner from withholding payment to the Contractor in addition to the amounts authorized by this section for unsatisfactory job progress, defective construction not re-medied, disputed work, or third-party claims filed against the Owner or reasonable evidence that a third-party claim will be filed.



- F. Transmittal: Submit two (2) signed and notarized original hard copies, or one (1) signed and notarized electronic copy, of each Application for Payment to the Consultant.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. With each Application and Certification for payment, the Contractor must furnish for themselves, as well as for all Subcontractors, certified statements stating the cost of the property purchased from each vendor and the amount of sales and/or use taxes paid. See General Conditions, Sales and Use Tax for additional information.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
- I. Neither Final payment nor any remaining retained percentage shall become due until the Contractor submits the following to the Consultant for approval:
1. An affidavit that payrolls, bills for material and other indebtedness connected with the Work has been paid or otherwise satisfied,
  2. A certificate evidencing that insurance required by the Contract Document to remain in force after Final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner,
  3. Consent of surety to Final payment and
  4. If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claim of liens, claims security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim of lien. If such claim of lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.
  5. MWSBE form VI.
  6. A list of all suppliers and subcontractors that were involved with the project. As part of the list, the Contractor shall include the address, phone number, what they supplied or Work preformed, and a contact name.
  7. "As-Builts" Drawings
  8. Maintenance and Operation instructions and guarantees.

- J. Final Payment Application: Submit with the final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Warranties and Test results required by the Contract Documents.
  2. Updated final statement, accounting for final changes to the Contract Sum.
  3. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  4. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  5. AIA Document G707, "Consent of Surety to Final Payment."
  6. Additional Evidence that claims has been settled if required by the Owner. An example of the evidence could be a letter from a subcontractor indicating that he has been paid in full for the work that he has preformed.
  7. Certificates from all local and State Governing Agencies as required by Law.
  8. Final liquidated damages settlement statement.
  9. List of Sub-Contractors and Suppliers that has contributed to the completion of the Work. The list shall include:
    - a. Material they supplied or type of construction they performed.
    - b. Address
    - c. Contact person
    - d. Phone number
  10. M/WSBE From VI
  11. Final Sales Tax Form.

2.0 **PRODUCTS (Not Used)**

3.0 **EXECUTION (Not Used)**

END OF SECTION

## **SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Consultant will chair and conduct project meetings and compile an agenda for each meeting throughout the construction period.
- B. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Conservation.
  - 3. Coordination Drawings.
  - 4. Administrative and supervisory personnel.
  - 5. Project meetings.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1, of the Technical Specifications Section 01320 "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
  - 2. Division 1, of the Technical Specifications Section 01700 "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 1, of the Technical Specifications Section 01770 "Closeout Procedures" for coordinating Contract closeout.

### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Technical Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, the Consultant shall prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

## **1.4 SUBMITTALS**

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
  - 1. Indicate relationship of components shown on separate Shop Drawings.
  - 2. Indicate required installation sequences.

## **1.5 PROJECT MEETINGS**

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
  - 2. Agenda: The Consultant shall prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes:
    - a. The Consultant will compile minutes of each project meeting, and will distribute copies to the Contractor and required copies to the Owner.
    - b. Recipients of copies may make and distribute such other copies as they wish.
  - 4. Attendance:
    - a. To the maximum extent practical, assign the same person or persons to represent the Contractor at the project meetings throughout progress of the Work.
    - b. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.
  - 5. Minimum agenda:
    - a. Review, revise as necessary, and approve minutes of previous meetings.
    - b. Review progress of the Work since last meeting, including status of submittals for approval.
    - c. Identify problems which impede planned progress.
    - d. Develop corrective measures and procedures to regain planned schedule.
    - e. Complete other current business.
- B. Pre-construction Conference: Schedule a pre-construction conference before starting construction, at a time convenient to Owner and Consultant, but no later than fourteen (14) days after execution of the Construction Contract. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Consultant, and their consultants; Contractor and its superintendent; major subcontractors and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing.
    - d. Designation of responsible personnel.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for processing Applications for Payment.
    - g. Distribution of the Contract Documents.
    - h. Submittal procedures.
    - i. Preparation of Record Documents.
    - j. Use of the premises.
    - k. Responsibility for temporary facilities and controls.
    - l. Parking availability.
    - m. Office, work, and storage areas.
    - n. Equipment deliveries and priorities.
    - o. Security.
    - p. Working hours.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
- 1 Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Consultant of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related Change Orders.
    - d. Purchases.
    - e. Deliveries.
    - f. Submittals.
    - q. Review of mockups.
    - h. Possible conflicts.

- i. Time schedules.
- j. Weather limitations.
- k. Manufacturer's written recommendations.
- l. Temporary facilities and controls.
- m. Space and access limitations.
- n. Regulations of authorities having jurisdiction.
- o. Testing and inspecting requirements.
- p. Required performance results.
- q. Protection of construction and personnel.

Record significant conference discussions, agreements, and disagreements.

Do not proceed with installation if the conference cannot be successfully concluded.

Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

- D. Attendees: Representatives at the meeting shall be the Owner, Consultant, Subcontractors, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - 3. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  - 4. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Access.
    - 6) Work hours.
    - 7) Hazards and risks.
    - 8) Review of Record Drawings
    - 9) Review of construction defects that has been identified by the Consultant
  - 5. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION



## **SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
  - 5. CPM Reports
- B. Related Sections include the following:
  - 1. Division 1, of the Technical Specifications Section 01290 "Payment Procedures" for submitting the Schedule of Values.
  - 2. Division 1, of the Technical Specifications Section 01310 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 3. Division 1, of the Technical Specifications Section 01330 "Submittal Procedures" for submitting schedules and reports.
  - 4. Division 1, of the Technical Specifications Section 01400 "Quality Requirements" for submitting a schedule of tests and inspections.
  - 5. Division 1, of the Technical Specifications Section 01770 "Closeout Procedures" for Project Record Documents at Project closeout.

#### **1.3 SUBMITTALS**

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Consultants and owners, and other information specified. The date shall be submitted for any change of construction personal.

- B. Preliminary Construction Schedule: Submit one (1) printed copy; one a single sheet, of the Preliminary Construction Schedule.
- C. Contractor's Construction Schedule: Submit one (1) printed copy of initial schedule, large enough to show entire schedule for entire construction period.
  - 1. If required, submit an electronic copy of schedule, using software indicated, on a CD and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- D. Daily Construction Reports: Submit one (1) copy at monthly intervals.
- E. Submittals Schedule: Submit one (1) copy of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Of the Technical Specifications Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Consultant's final release or approval.

## **1.4 COORDINATION**

- A. Coordinate preparation and processing of schedules and daily construction reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTALS SCHEDULE**

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review,

re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first sixty (60) days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - a) At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

## **2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. Time Frame: Extend schedule from date established for the Notice to Proceed, through the date of Substantial Completion and Final Completion.
  1. Contract completion date shall not be changed, unless specifically authorized by Change Order.
  3. Submittal Review Time: Include review and re-submittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Consultant's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in the schedule, and show how the sequence of the Work is affected.
  1. Phasing: Arrange list of activities on schedule by phase.
  2. Work Restrictions: Show the effect of the following items on the schedule:
    - a) Coordination with existing construction.
    - b) Limitations of continued occupancies.
    - c) Uninterruptible services.
    - d) Partial occupancy before Substantial Completion.

- e) Use of premises restrictions.
  - f) Environmental control.
3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
- a) Submittals.
  - b) Purchases.
  - c) Mockups.
  - d) Fabrication.
  - e) Sample testing.
  - f) Deliveries.
  - g) Installation.
  - h) Tests and inspections.
  - i) Startup and placement into final use and operation.
- E. Milestones: If not included in the Construction Documents, milestones shall be indicated in the Construction Schedule for the Consultant's and Owner's approval and shall be reference points of the construction progress.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragments to demonstrate the effect of the proposed change on the overall project schedule.

## **2.3 PRELIMINARY CONSTRUCTION SCHEDULE**

- A. Bar-Chart Schedule: If requested, submit preliminary horizontal bar-chart-type construction schedule within seven (7) days of date established for the Notice to Proceed
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first sixty (60) days of construction. Include skeleton diagram for the remainder of the Work.

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Consultant, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

## **SECTION 01330 - SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
  - 1. Division 1, of the Technical Specifications Section 01290 "Payment Procedures" for submitting Applications for Payment.
  - 2. Division 1, of the Technical Specifications Section 01310 "Project Management and Coordination" for submitting Coordination Drawings.
  - 3. Division 1, of the Technical Specifications Section 01320 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals.
  - 4. Division 1, of the Technical Specifications Section "Quality Requirements" for test and inspection reports and Delegated-Design Submittals and for erecting mockups.
  - 5. Division 1, of the Technical Specifications Section 01770 "Closeout Procedures" for submitting warranties Project Record Documents and operation and maintenance manuals.
  - 6. Division 1, of the Technical Specifications Section 01781 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

#### **1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information that requires Consultant's responsive action.
- B. Informational Submittals: Written information that does not require Consultant's approval. Submittals may be rejected for not complying with requirements.

## 1.4 SUBMITTAL PROCEDURES

- A. The Contractor shall provide the submittals as required by the Consultant's Submittal Log and the Contract Documents.
- B. General: Electronic copies of CAD Drawings of the Contract Drawings will **not** be provided by Consultant for Contractor's use in preparing submittals.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Submittals Schedule: Comply with requirements in Division 1, of the Technical Specifications Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities. (Submittal Log)
- E. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Consultant's receipt of submittal.
  - 1. Initial Review: Allow seven (7) days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Consultant will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Concurrent Review: Where concurrent review of submittals by Consultant's consultants, Owner, or other parties is required, allow twenty one (21) days for initial review of each submittal.
  - 3. If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 4. Allow seven (7) days for processing each re-submittal.
  - 5. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- F. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Consultant.

3. Include the following information on label for processing and recording action taken:
  - a. Project name.
  - b. Date.
  - c. Name and address of Consultant.
  - d. Name and address of Contractor.
  - e. Name and address of subcontractor.
  - f. Name and address of supplier.
  - g. Name of manufacturer.
  - h. Unique identifier, including revision number.
  - i. Number and title of appropriate Technical Specifications Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Other necessary identification.
- G. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- H. Additional Copies: Unless additional copies are required for final submittal, and unless Consultant observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
  1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Consultant.
  2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- I. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Consultant will return submittals, without review, received from sources other than Contractor.
  1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Consultant on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
  2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
  3. Transmittal Form: Use on form to be defined by the Consultant.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating action taken by Consultant in connection with construction.



## **PART 2 - PRODUCTS**

### **2.1 ACTION SUBMITTALS**

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Number of Copies: Submit 6 copies of each submittal, unless otherwise indicated. Consultant will return 5 copies. Mark up and retain three returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operating and maintenance manuals.
    - k. Compliance with recognized trade association standards.
    - l. Compliance with recognized testing agency standards.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
    - o. Manufacturer's location.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams and existing conditions.

- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Design calculations.
    - j. Compliance with specified standards.
    - k. Notation of coordination requirements.
    - l. Notation of dimensions established by field measurement.
  - 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
  - 3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
  - 4. Number of Copies: Submit 3 blue- or black-line prints and one (1) electronic file of each submittal, print will be required for operation and maintenance manuals. Consultant will retain two prints; remainder will be returned.
- D. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."
- E. Samples: Prepare physical units of materials or products, including the following:
- 1. Comply with requirements in Division 1 Section "Quality Requirements" for mockups. Verify the samples are true presentation of the materials to be used.
  - 2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - 3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Consultant's sample where so indicated. Attach label on unexposed side that includes the following:
    - a. Generic description of Sample.
    - b. Product name or name of manufacturer.
    - c. Sample source.
  - 4. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
    - a. Size limitations.
    - b. Compliance with recognized standards.
    - c. Availability.
    - d. Delivery time.
  - 5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these

characteristics between final submittal and actual component as delivered and installed.

- a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations. The consultant will return submittal with the option selected.
  - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- F. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Type of product. Include unique identifier for each product.
  2. Number and name of room or space.
  3. Location within room or space.
- G. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."
- H. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- I. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
- J. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
- K. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  1. Name, address, and telephone number of entity performing subcontract or supplying products.

## **2.2 INFORMATIONAL SUBMITTALS**

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Consultant will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: If requested, prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Consultants and owners, and other information specified.
- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- I. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation for the application.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- K. Coordinate individual Specification Sections with paragraph below by including specific model code organization in that Section. If all are same, insert name below. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures Operation and Maintenance Data."
- L. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
  2. Required substrate tolerances.
  3. Sequence of installation or erection.
  4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.
- M. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- N. **Construction Photographs: Comply with requirements in Division 1 Section "Construction Progress Documentation"**
- O. Material Safety Data Sheets: Submit two copies for the Consultant and the Owner and keep a copy at the job site. Post warning signs when appropriate.

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S REVIEW**

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Consultant.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### **3.2 CONSULTANT'S ACTION**

- A. General: Consultant will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Consultant will review each submittal, make marks to indicate corrections or modifications required, and return it. Consultant will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Consultant will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Consultant will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded unless a justification is also submitted.

END OF SECTION 01330

## **SECTION 01400 - QUALITY REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Consultant, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 1, of the Technical Specifications Section 01320 "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Division 1, of the Technical Specifications Section 01731 "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
  - 3. Divisions 2 through 16, of the Technical Specifications Sections for specific test and inspection requirements.

#### **1.3 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction comply with requirements. Services do not include contract enforcement activities performed by Consultant.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

#### **1.4 SUBMITTALS**

- A. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Technical Specifications Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

#### **1.5 QUALITY ASSURANCE**

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.



- D. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent for a second option.
- F. **Testing Qualifications**

## 1.6 **QUALITY CONTROL**

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. **Contractor Responsibilities:** Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Special Tests and Inspections:** Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

1. Testing agency will notify Consultant and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Consultant with copy to Contractor and to authorities having jurisdiction.
  3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Testing agency will retest and re-inspect corrected work.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services as requested by the Consultant at the Contractor's expense, including retesting and re-inspecting, for construction that revised or replaced Work, at the Contractor's expense, that failed to comply with requirements established by the Contract Documents.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within thirty (30) days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Owner, Consultant, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  2. Comply with the Contract Document requirements for Division 1, of the Technical Specifications Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

## SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- C. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 3. Ventilation.
  - 4. Electric power service.
  - 5. Lighting as required.
- D. Support facilities include, but are not limited to, the following:
  - 1. Project identification and temporary signs.
  - 2. Waste disposal facilities.
- E. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Security enclosure and lockup.

#### 1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Consultant, permanent or temporary roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary enclosures.

#### 1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Consultant and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  - 1. Testing agencies.
  - 2. Personnel of authorities having jurisdiction.
  - 3. Consultant.
  - 4. Sub-Contractor.
  - 5. Any additional Owner provided Contractor.
- B. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.
- C. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

#### 1.5 SUBMITTALS

#### 1.6 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
  - 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.7 PROJECT CONDITIONS

C. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:

1. Keep temporary services and facilities clean and neat.
2. Relocate temporary services and facilities as required by progress of the Work.

## PART 2 - PRODUCTS

### 2.1 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure and the requirements of the local Governing agency. Contractor to supply a minimum of 1 fire extinguisher on site at all times.
- C. Self-Contained Toilet Units: Single-occupant units of chemical or aerated recirculation or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

## PART 3 - EXECUTION/INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  - 3. If existing easements can not be used, the Contractor shall consult and coordinate with the Consultant and Owner to secure as necessary to obtain the temporary easement. Add provisions for work not in the Contract but served by temporary facilities if required.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
  - 3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations as required. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
  - 4. Drinking-Water Facilities: Provide drinking-water.
- C. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting

means, automatic ground-fault interrupters, and main distribution switchgear as required.

- D. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
  - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: If required, Comply with the following:
  - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
  - 2. Maintain support facilities until approved by the Consultant to be removed.
  - 3. Parking: Parking areas for construction personnel shall be in the existing parking lot onsite.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with “Construction and Demolition Waste Management Recycling. Placement of Dumpster/Sanitary Facilities shall only be in locations designated in the Contract Drawings.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Storm water Control: Comply as indicated on the erosion control plan/measures before any earth disturbing activities start.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent



construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of Contractor.
2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1, of the Technical Specifications Section "Closeout Procedures."

END OF SECTION 015000

## **SECTION 01505 CONSTRUCTION WASTE MANAGEMENT**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. The Owner has established that this Project shall include proactive measures for waste management participation by all parties to the contract.
  - 1. The purpose of this program is to ensure that during the course of the Project all diligent means are employed to pursue practical and economically feasible waste management and recycling options.
  - 2. Upon award, each subcontractor shall be required to furnish documentation from suppliers or manufacturers regarding waste management and recycling options for those products and procedures furnished.
  - 3. Waste disposal to landfills shall be minimized.
- B. Definitions:
  - 1. Waste: Any material that has reached the end of its intended use. Waste includes salvageable, returnable, recyclable and reusable material.
  - 2. Construction waste: Solid wastes including, but not limited to, building materials, packaging materials, debris and trash resulting from construction operations.
  - 3. Salvage: To remove a waste material from the Project site to another site for resale or reuse by others.
  - 4. Hazardous waste: Any material or byproduct of construction that is regulated by the Environmental Protection Agency and that may not be disposed in any landfill or other waste end-source without adherence to applicable laws.
  - 5. Trash: Any product or material unable to be returned, reused, recycled or salvaged.
  - 6. Landfill: Any public or private business involved in the practice of trash disposal.
  - 7. Waste Management Plan: A Project-related plan for the collection, transportation, and disposal of the waste generated at the construction site.

#### **1.2 SUBMITTALS:**

- A. Project Information:
  - 1. Contractor's Construction Waste Management Plan.

#### **1.3 CONSTRUCTION WASTE MANAGEMENT PLAN**

- A. Waste Management Plan shall include the following:
  - 1. Solid Waste Disposal and Diversion document.
    - a. Identification of materials recycled.
    - b. Identification of materials landfill.
    - c. Identification of hazardous wastes and disposal.
  - 2. Locations of sorting and waste storage facilities on Site Plan of project.
  - 3. Final documentation of subcontractor/supplier waste management/recycling data.

4. Final documentation of hazardous waste disposal plan.
- B. Construction Waste Management Plan Implementation:
1. The Contractor shall designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting the Waste Management Plan.
  2. The "Summary of Construction Waste/Recycling" shall be completed each month and submitted as part of Application For Payment.
    - a. All materials identified in the Summary shall be reported by weight.
    - b. Where weight is not applicable, Contractor shall report materials by units applicable to material recipient.
    - c. Contractor shall procure receipts or other validation of waste management procedures and include them as part of the submittal.
  3. The Contractor shall distribute copies of the "Summary of Construction Waste/Recycling" to the Consultant, Owner and each subcontractor involved in the plan.
  4. The Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse and return methods to be used by all parties at appropriate stages of the Work.
  5. Separation facilities:
    - a. Contractor shall define specific areas to facilitate separation of materials for recycling, salvage, re-use or return.
    - b. Recycle and waste bin areas are to be maintained in an orderly manner and clearly marked to avoid contamination of materials.
    - c. Do not mix recyclable materials.
    - d. Store hazardous wastes in secure areas.
  6. Hazardous wastes:
    - a. Hazardous wastes shall be separated, stored and disposed of in accordance with local and EPA regulations and additional criteria listed below:
      - 1) Building products manufactured with PVC or containing chlorinated compounds shall not be incinerated.
      - 2) Disposal of fluorescent tubes to open containers is not permitted.
      - 3) Unused fertilizers shall not be co-mingled with construction waste.
- C. Program profits:
1. All profits from recycling of construction waste shall be granted to the Contractor.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION - NOT USED**

END OF SECTION

## **SECTION 01600 - PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

#### **1.3 DEFINITIONS**

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility Products salvaged or recycled from other projects are not considered new products.

#### **1.4 SUBMITTALS**

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
  - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  - 2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.

- d. Manufacturer's name and address.
  - e. Supplier's name and address.
  - f. Installer's name and address.
  - g. Projected delivery date or time span of delivery period.
  - h. Identification of items that require early submittal approval for scheduled delivery date.
- 3. Initial Submittal: Within thirty (30) days after date of commencement of the Work, submit three (3) copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  - 4. Completed List: Within sixty (60) days after date of commencement of the Work, submit one (1) copy of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  - 5. Consultant's Action: Consultant will respond in writing to Contractor within fifteen (15) days of receipt of completed product list. Consultant's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Consultant's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

## **1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 5. Store products to allow for inspection and measurement of quantity or counting of units.
  - 6. Store materials in a manner that will not endanger Project structure.
  - 7. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
  - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 9. Protect stored products from damage.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION

## **SECTION 01700 - EXECUTION REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.
- B. Related Sections include the following:
  - 1. Division 1, of the Technical Specifications Section 01310 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  - 2. Division 1, of the Technical Specifications Section 01330 "Submittal Procedures" for submitting surveys.
  - 3. Division 1, of the Technical Specifications Section 01731 "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  - 4. Division 1, of the Technical Specifications Section 01770 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 5. Division 1, of the Technical Specifications Section "Construction Waste Management" method of disposal of construction waste.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

## **1.6 EXAMINATION**

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

## **3.2 PREPARATION**

Existing Utility Information: Furnish information to local utility, Owner, and Consultant that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Consultant, Owner, adjacent property owners not less than two (2) days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Consultant's and Owner's written permission.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.



- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Consultant. Include a detailed description of problem encountered, together with recommendations for modifications of the Contract Documents.

### **3.3 CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Consultant promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Consultant when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
  - 7. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
  - 8. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
  - 9. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Consultant.

### **3.4 FIELD ENGINEERING**

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Consultant. Report lost or destroyed permanent benchmarks

- or control points promptly. Report the need to relocate permanent benchmarks or control points to Consultant before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

### **3.5 PROGRESS CLEANING**

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold materials more than seven (7) days during normal weather or three (3) days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations. Dispose of material accordance to Division 1, Section "Construction Waste Management".
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
  1. Thoroughly clean surfaces and similar features before applying paint or other finishing materials.

- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration until Substantial Completion.
- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.6 STARTING AND ADJUSTING**

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

### **3.7 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturers written instructions for temperature and relative humidity.

### **3.8 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.

- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

## **SECTION 01731 - CUTTING AND PATCHING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Divisions 2 through 16, of the Technical Specifications Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

#### **1.3 DEFINITIONS**

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### **1.4 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 1. Primary operational systems and equipment.
  - 2. Air or smoke barriers.
  - 3. Fire-protection systems.
  - 4. Control systems.
  - 5. Communication systems.
  - 6. Conveying systems.
  - 7. Electrical wiring systems.

8. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or those results in increased maintenance or decreased operational life or safety.
1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Exterior curtain-wall construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
1. If possible, retain original Installer or Fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or Fabricator, engage another recognized, experienced, and specialized firm.
    - a. Processed concrete finishes.
    - b. Stonework and stone masonry.
    - c. Ornamental metal.
    - d. Matched-veneer woodwork.
    - e. Preformed metal panels.
    - f. Roofing.
    - g. Firestopping.
    - h. Window wall system.
    - i. Stucco and ornamental plaster.
    - j. Terrazzo.
    - k. Finished wood flooring.
    - l. Fluid-applied flooring.
    - m. Aggregate wall coating.
    - n. Wall covering.
    - o. Swimming pool finishes.
    - p. HVAC enclosures, cabinets, or covers.

## **1.5 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## **PART 2 - PRODUCTS**

### **1.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections of the Technical Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### **3.3 PERFORMANCE**

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of the Technical Specifications.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.



4. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.
6. Fire Rated Assembly: If fire rated assembly is cut, damaged or modified as part of this project, patch or repair fire rated assembly with the correct materials to preserve the assembly's fire rating.

END OF SECTION

## **SECTION 01770 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project As-Builts Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 1, of the Technical Specifications Section 01290 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Division 1, of the Technical Specifications Section 01320 "Construction Progress Documentation" for submitting Final Completion construction photographs and negatives.
  - 3. Division 1, of the Technical Specifications Section 01505 "Construction Waste Management" method of disposal of construction waste.
  - 4. Division 1, of the Technical Specifications Section 01700 "Execution Requirements" for progress cleaning of Project site.
  - 5. Division 1, of the Technical Specifications Section 01781 "Project Record Documents".

#### **1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: The Contractor shall, before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.

2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, "As-Builts" drawings operation and maintenance manuals.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Complete startup testing of systems.
8. Submit test/adjust/balance records.
9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. Advise Owner of changeover in heat and other utilities.
11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
12. Complete final cleaning requirements, including touchup painting.
13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Consultant will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Consultant, that must be completed or corrected before certificate will be issued. The Consultant's Substantial Completion list is composed by verification of the punch list submitted by the Contractor and any additional defects in the work observed by the Consultant.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

## **1.4 FINAL COMPLETION**

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1, of the Technical Specifications Section "Payment Procedures."
2. Submit certified copy of Consultant's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Consultant. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes if required.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Consultant will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. The Contractor shall take immediate steps to correct the stated deficiencies, and send a written notice to the Consultant, certifying the Project is complete, at which time the Consultant will re-inspect the Work. This review and additional reviews by the Consultant where the Work is not considered Substantial Completion or Final Completion will be considered an additional service from the Consultant. The Contractor will be charged for these additional services incurred by such failure including travel time, observation time, and administrative time at the Consultant's hourly rate, as well as all expenses associated with the distribution of a written notice stating the reasons for failure to reach final completion.
  3. In the event the Contractor is granted Substantial Completion by the Consultant and the Contractor fails to complete and/or correct all of the items listed in the Substantial Completion within thirty (30) calendar days of the date of Substantial Completion, the liquidated damages shall start to accrue until all of the items on the Substantial Completion list are completed and/or corrected and have been approved by the Consultant.
  4. If the Consultant is required to make more than two (2) inspections for the project to achieve Substantial Completion, the Contractor shall pay for the Consultant's time and expenses.

## **1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Preparation: Submit one (1) copy of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, use the room number as indicated on the drawings and on the exterior areas include a location diagram indicating the defects.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of Consultant.
  - d. Name of Contractor.
  - e. Page number.

## **1.6 PROJECT RECORD DOCUMENTS**

- A. The Contractor shall provide Project Record Documents, O&M, “As-Builts” Drawings, and Warranties as indicated in Division 1, of the Technical Specifications Section “Project Record Documents.”

## **1.7 WARRANTIES**

- A. Submittal Time: Submit written warranties on request of Consultant for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Provide copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - k. Remove labels that are not permanent.
    - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - n. Replace parts subject to unusual operating conditions.
  - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - s. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

## **SECTION 01781 - PROJECT RECORD DOCUMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. As-Built Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections include the following:
  - 1. Division 1, of the Technical Specifications, Section 01770 "Closeout Procedures" for general closeout procedures.
  - 2. Divisions 2 through 16, of the Technical Specifications, Sections for specific requirements for Project Record Documents of products in those Sections.

#### **1.3 SUBMITTALS**

- A. As-Built Drawings: Comply with the following:
  - 1. Number of Copies: Submit three (3) sets of marked-up As-Built Drawings to the Consultant for the Consultant to prepare the Record Drawings.
- B. Record Specifications: Submit three (3) copies of Project's marked up Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit three (3) copies of each Product Data submittal.
  - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.



## **PART 2 - PRODUCTS**

### **2.1 AS-BUILT DRAWINGS**

- A. As-Built Drawings: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.
  - 1. Preparation: Mark As-Built Drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up As-Built Drawings.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Consultant's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
    - o. Clarification Drawings.
  - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
  7. Identify and date each As-Built Drawing; include the designation "PROJECT AS-BUILTS DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- B. Newly Prepared As-Built Drawings: Prepare new Drawings instead of preparing As-Built Drawings where Consultant determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting a substitution or other modification.
  2. Consult with Consultant for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared As-Built Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

## **2.2 RECORD SPECIFICATIONS**

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  5. Note related Change Orders, As-Built Drawings, and Product Data where applicable.

## **2.3 RECORD PRODUCT DATA**

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, As-Built Drawings, and Product Data where applicable.

## **2.4 MISCELLANEOUS RECORD SUBMITTALS**

- A. Assemble miscellaneous records required by other of the Technical Specifications Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## **PART 3 - EXECUTION**

### **3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Consultant's reference during normal working hours.

END OF SECTION

## SECTION 311000 - SITE CLEARING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Traffic: Minimize interference with adjoining roads, schools, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Notify utility locator service for area where Project is located before site clearing.
- D. Do not begin site-clearing operations until temporary erosion and sedimentation control measures are in place.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance.
- B. The site is located in an environmentally sensitive area. There shall be no clearing or operation outside of disturbed area.
- C. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to NCDENR guidelines.
- D. Protect site improvements to remain from damage. Restore damaged improvements to condition existing before start of site clearing.
- E. Locate and clearly flag trees and vegetation to remain or to be relocated.
- F. Protect remaining trees and shrubs from damage and maintain vegetation. Do not store materials or equipment or permit excavation within drip line of remaining trees.

### 3.2 SITE CLEARING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
- B. Strip topsoil. Stockpile topsoil that will be reused in the Work.
  - 1. Stockpile surplus topsoil to allow for resspreading deeper topsoil.
- C. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- D. Remove slabs, paving, curbs, gutters, and aggregate base as indicated if required at tie ins.
  - 1. Neatly saw-cut length of existing pavement to remain before removing existing pavement.
- E. In areas not to be further excavated, fill depressions resulting from site clearing. Place and compact satisfactory soil materials in 6-inch thick layers to density of surrounding original ground.
- F. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted. On site burial of debris is not permitted.
  - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

END OF SECTION

## SECTION 312000 - EARTH MOVING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Unit prices for rock excavation are included in Division 01 Section "Price and Payment Procedures."
- B. Unauthorized excavation consists of excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Landscape Architect. Unauthorized excavation, as well as remedial work directed by Landscape Architect, shall be without additional compensation.
- C. Do not interrupt existing utilities serving facilities occupied by Owner or others unless permitted in writing by Landscape Architect and then only after arranging to provide temporary utility services according to requirements indicated.
- D. Unsuitable soils-Unsuitable soils as qualified by Owner's testing agent shall be removed and replaced with suitable soils.
- E. Groundwater-Contractor is responsible for dewatering excavation areas temporarily and permanently.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Satisfactory Soil: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, or other deleterious matter.
- B. Unsatisfactory Soil: ASTM D 2487 Soil Classification Groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. Backfill and Fill: Satisfactory soil materials.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

- F. Drainage Course: Narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

## PART 3 - EXECUTION

### 3.1 EARTHWORK

- A. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing," during earthwork operations.
- B. Protect subgrades and foundation soils from softening and damage by water, freezing temperatures, or frost.
- C. Explosives: **Do not use explosives.**
- D. Excavate to subgrade elevations regardless of character of materials and obstructions encountered.
- E. Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Landscape Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents.
- F. Excavate for structures, building slabs, pavements, and walkways. Trim subgrades to required lines and grades.
- G. Utility Trenches: Excavate trenches to indicated slopes, lines, depths, and invert elevations. Maintain 12 inches of working clearance on each side of pipe or conduit.
  - 1. Place, compact, and shape bedding course to provide continuous support for pipes and conduits over rock and other unyielding bearing surfaces and to fill unauthorized excavations.
  - 2. Place and compact initial backfill of satisfactory soil material or subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit. Place and compact final backfill of satisfactory soil material to final subgrade.
- H. Plow strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal to receive fill.
- I. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface, pulverize, moisture-condition or aerate soil, and recompact.

- J. Place backfill and fill in layers not more than 8 inches in loose depth at optimum moisture content. Compact each layer under structures, building slabs, pavements, and walkways to 95 percent of maximum dry unit weight according to ASTM D 698.
- K. Grade areas to a smooth surface to cross sections, lines, and elevations indicated. Grade lawns, walkways, and unpaved subgrades to tolerances of plus or minus **1 inch** and pavements and areas within building lines to plus or minus 1/2 inch .
- L. Under pavements and walkways, place subbase course material on prepared subgrades and compact at optimum moisture content to required grades, lines, cross sections, and thicknesses.
- M. Under slabs-on-grade, place drainage course on prepared subgrade and compact to required cross section and thickness.
- N. Allow testing agency to inspect and test each subgrade and each fill or backfill layer and verify compliance with requirements.
- O. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION



## SECTION 321313 - CONCRETE PAVING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals:
- B. Comply with ACI 301, "Specification for Structural Concrete."

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed.
- B. Portland Cement: ASTM C 150, Type IA or IIA, air entrained.
- C. Fly Ash: ASTM C 618, Type C or F.
- D. Normal-Weight Aggregates: ASTM C 33. Provide aggregates from a single source.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Chemical Admixtures: ASTM C 494. Calcium chloride shall not be used.
- G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- H. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- I. Pavement-Marking Paint: FS TT-P-1952, latex, water-base emulsion.

#### 2.2 CONCRETE MIXTURES

- A. Proportion normal-weight concrete mixes to provide the following properties:
  - 1. Compressive Strength: as indicated
  - 2. Slump Limit: **4 inches as noted, plus or minus 1 inch at point of placement.**
  - 3. **W/C Ratio: 0.450.50 maximum at point of placement.**
  - 4. **Air Content: 6 percent plus or minus 1.5 percent.**

## PART 3 - EXECUTION

### 3.1 PAVING

- A. Accurately position and support reinforcement, and secure against displacement.
- B. Locate and install contraction, construction, isolation, and expansion joints as indicated or required. Expansion joints will be required where placing concrete adjacent to a rigid surface.(ie concrete walk adjacent to building slab or curb)
- C. Place concrete in a continuous operation within planned joints or sections. Do not add water to adjust slump.
- D. Float surfaces to true planes within a tolerance of 1/4 inch in 10 feet and medium-to-coarse-textured broom finish.
- E. Tool edges and joints to a radius of 1/4 inch.
- F. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on pavement surface according to manufacturer's written instructions.
- G. Begin curing after finishing concrete.
- H. Apply traffic paint if required with mechanical equipment to a minimum wet film thickness of 15 mils.
- I. Owner will employ a testing agency to sample concrete, perform tests, and submit test reports during concrete placement.
- J. Place truncated domes where indicated.
- K. Remove and replace concrete paving that is broken, damaged, or defective. Exclude traffic from paving for at least 14 days.

END OF SECTION

## SECTION 334100 - STORM UTILITY DRAINAGE PIPING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

### PART 2 - PRODUCTS

#### 2.1 PIPE AND FITTINGS

- A. All pipe to be RCP Class III or IV, HDPE smooth wall, and PVC Schedule 40

#### 2.2 UTILITY STRUCTURES

- A. As indicated

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream.
- B. Compact trench as indicated.
- C. Use yard inlets for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- D. Install PVC pipe and gasketed fittings with gaskets according to ASTM D 2321.

END OF SECTION

## SECTION 334600 - SUBDRAINAGE

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.

### PART 2 - PRODUCTS

#### 2.1 PERFORATED-WALL PIPES AND FITTINGS

- A. Perforated PE Pipe and Fittings: ASTM F 405 or AASHTO M 252, Type CP; corrugated, with band type couplings.
- B. Perforated PVC Sewer Pipe and Fittings: ASTM D 2729, bell-and-spigot ends, for loose joints.

#### 2.2 SOLID-WALL PIPES AND FITTINGS

- A. ABS Sewer Pipe and Fittings: ASTM D 2751, with [**solvent-cemented joints**] [**ASTM F 477 gaskets**].
- B. Cast-Iron Soil Pipe and Fittings: ASTM A 74, Service class, hub-and-spigot ends, with ASTM C 564 rubber gaskets.
- C. PE Drainage Tubing and Fittings: AASHTO M 252, Interim, Type S, corrugated, with smooth waterway, and AASHTO M 252 corrugated, band-type fittings.
- D. PVC Sewer Pipe and Fittings: ASTM D 3034, SDR 35, bell-and-spigot ends, with ASTM F 477 elastomeric gaskets.

#### 2.3 ACCESSORIES

- A. Special Pipe Couplings: ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, with corrosion-resistant metal tension band and tightening mechanism on each end.
  - 1. Sleeve for Cast-Iron Soil Pipes: ASTM C 564, rubber.
  - 2. Sleeve for Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
  - 3. Sleeve for Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

- B. Cast-Iron Cleanouts: ASME A112.36.2M; cast-iron housing and Medium-Duty Loading class, cast-iron cover. Include cast-iron ferrule and countersunk, brass cleanout plug.
- C. PVC Cleanouts: ASTM D 3034, PVC cleanout threaded plug and threaded pipe hub.
- D. Molded-Sheet Drainage Panels: Prefabricated, geocomposite, [36 to 60 inches (915 to 1525 mm)] <Insert dimension> wide with molded plastic drainage core faced with geotextile filter fabric.
- E. Geotextile: Nonwoven or woven fabric of polyolefin or polyester fibers, or combination of both.
- F. Soil Materials: Backfill, drainage course, impervious fill, and satisfactory soil materials are specified in Division 31 Section "Earth Moving."

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Foundation Drainage Installation:
  - 1. Place and compact impervious fill at least 6 inches (150 mm) deep and 12 inches (300 mm) wide on subgrade adjacent to bottom of footing.
  - 2. Place compacted layer of drainage course at least 4 inches (100 mm) deep over compacted subgrade where drainage pipe is to be laid.
  - 3. Encase pipe with sock-style geotextile filter fabric and install pipe.
  - 4. Add drainage course to width of at least 6 inches (150 mm) on side away from wall and to top of pipe to perform tests.
  - 5. After satisfactory testing, cover drainage piping to width of at least 6 inches (150 mm) on side away from footing and above top of pipe to within 12 inches (300 mm) of finish grade.
  - 6. Fill to Grade: Place and compact impervious fill material over compacted drainage fill.
- B. Foundation Drainage Installation:
  - 1. Place and compact impervious fill at least 6 inches (150 mm) deep and 12 inches (300 mm) wide on subgrade adjacent to bottom of footing.
  - 2. Wrap bottom of molded-sheet drainage panel around drainage pipe and install pipe.
  - 3. Wrap fabric around top end of core and 4 inches (100 mm) down panel side.
  - 4. Place core side of panel against wall. Attach panel to wall. Do not penetrate waterproofing.

- C. Install piping beginning at low points of system at a minimum slope of 0.5 percent. Bed piping with full bearing in filtering material.
- D. Testing: Test drain piping with water to ensure free flow before backfilling.
- E. Maintain swab or drag in piping with tight joints and pull past each joint as it is completed.

END OF SECTION





| Sheet List Table |                       |
|------------------|-----------------------|
| Sheet Number     | Sheet Title           |
| C01              | COVER                 |
| C02              | SURVEY                |
| C03              | OVERALL SITE PLAN     |
| C03A             | DETAILED SITE PLAN    |
| C04              | EROSION PH 1          |
| C05              | GRADING PLAN          |
| C06              | SITE DETAILS          |
| C07              | EROSION DETAILS       |
| C08              | EROSION DETAILS CONT. |
| C09              | BMP DETAILS           |



EPM# 446111

Approved

As Noted

Town of Huntersville Engineering and Public Works

Michael MacIntyre, PE  
Land Development Plan Reviewer



03/31/2023

Town of Huntersville Planning Department

Nathan Farber  
Planner I



03/31/2023

Town of Huntersville Engineering Department

Andrew Cheek, E.I.  
Staff Engineer



03/31/2023

Review of the design concept is found to be acceptable regarding general conformance to the Town engineering standards.

Note: This review was carried out based on the information provided by the design engineer. This review was done using the minimum acceptable standards of the town and county.

CIVIL PLAN PACKAGE

PROPOSED

HUNTERSVILLE ATHLETIC PARK

HUNTERSVILLE, MECKLENBURG, NC

EPM#446111

APPLICANT:

TOWN OF HUNTERSVILLE PARKS & RECREATION

105 GILEAD RD, 3RD FLOOR

HUNTERSVILLE, NC 28078

PH: (704) 766-2228

OWNER:

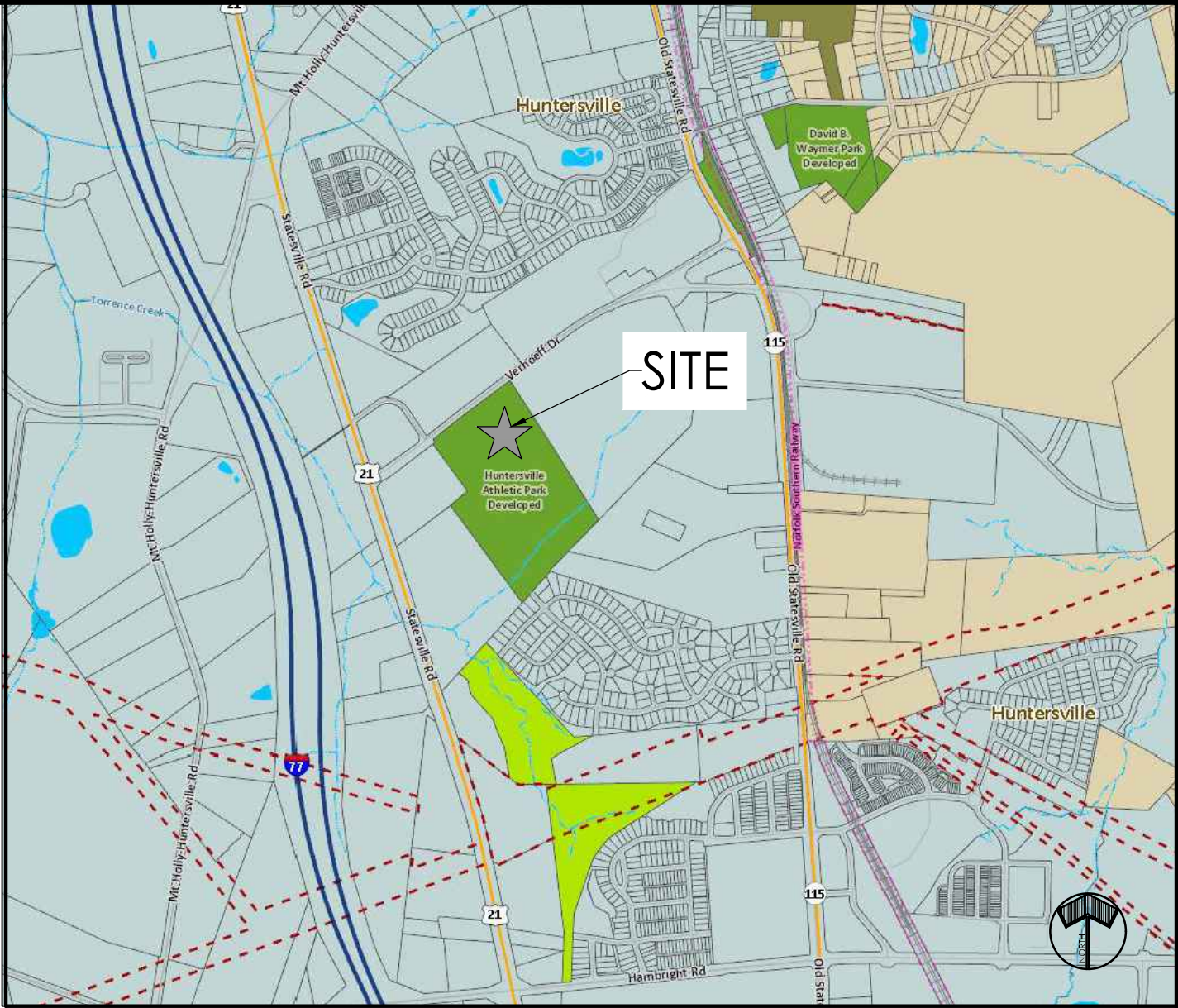
MECKLENBURG COUNTY

600 E 4TH ST, FLOOR 11

CHARLOTTE, NC 28202

PH: (704) 336-7600

Plans updated on May 8, 2023



VICINITY MAP

SCALE: N.T.S.

NO DUKE ENERGY TRANSMISSION FACILITIES ARE SHOWN WITHIN THE CURRENT LIMITS OF THIS PROJECT. BASED ON MAPPING DISTRIBUTION ELEC SERVICE IS NOT DE BUT LIKELY ELECTRICITIES OR OTHER COOP. IF THERE ARE DUKE ENERGY DISTRIBUTION POLES IMPACTED BY THIS PROJECT PLEASE CONTACT CUSTOMER SERVICE AT 800.454.3853 TO HAVE A WORK ORDER CREATED TO DISCUSS YOUR REQUEST WITH A DISTRIBUTION ENGINEER.



HensonFoley

Landscape Architecture | Civil Engineering

121 Gilead, Huntersville, NC 28078

p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com

NC ENGINEERING BOARD LICENSE #: C-3781

NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399



HUNTERSVILLE ATHLETIC PARK

PIN # 01742110

11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078

COVER

REVISIONS:

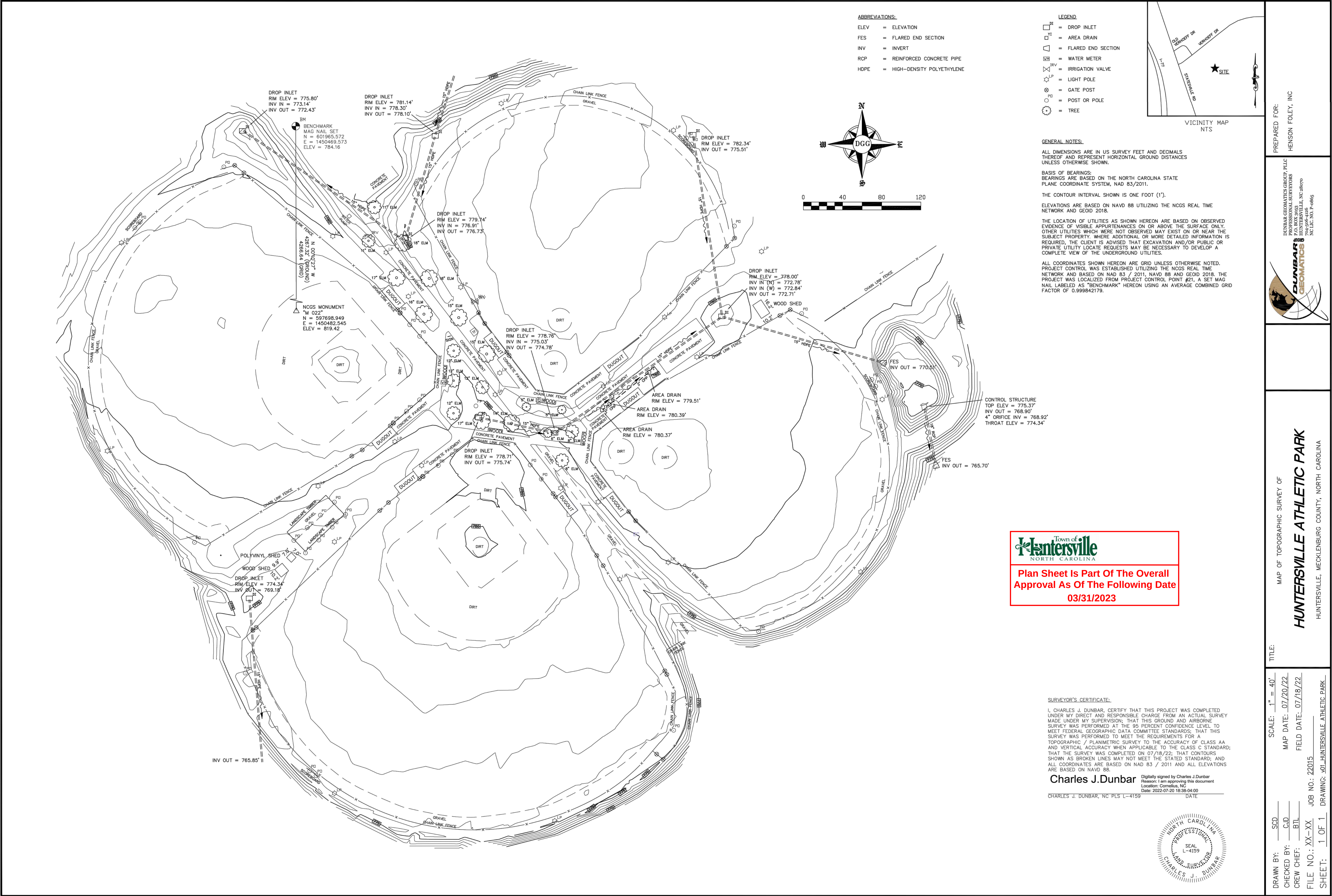
2023/03/09 - TOWN COMMENTS

|                  |               |
|------------------|---------------|
| C01 - COVER.DWG  |               |
| PROJECT NUMBER:  | 222039        |
| DATE: 02/03/2023 | DRAWN BY: HFI |
| C01              | 9             |
| SHEET            | OF            |

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









| BUA SUMMARY        |           |      |             |
|--------------------|-----------|------|-------------|
| AREA               | 1,620,644 | S.F. | 37.20 ACRES |
| LEX. BUA           | 232,883   |      | 5.35 ACRES  |
| BUA REMOVED        | -         |      | 0.00 ACRES  |
| BUA TO REMAIN      | 232,883   |      | 5.35 ACRES  |
| NEW BUA            | 58,718    |      | 1.35 ACRES  |
| FINAL BUA          | 291,601   | S.F. | 6.69 ACRES  |
| PERCENTAGE OF SITE |           |      | 17.99%      |

| DETENTION ORDINANCE |                                                 |      |      |       |
|---------------------|-------------------------------------------------|------|------|-------|
| EX. BUA PRE 1978    | -                                               | S.F. | 0.00 | ACRES |
| EX. BUA REMOVED     | -                                               | S.F. | 0.00 | ACRES |
| PERCENTAGE =        | $\frac{291,601 SF - 0 SF}{1,620,644 SF - 0 SF}$ |      |      |       |
|                     | 17.99%                                          |      |      |       |

| PCO ORDINANCE    |                                         |      |      |       |
|------------------|-----------------------------------------|------|------|-------|
| EX. BUA PRE 2007 | 119,850                                 | S.F. | 2.75 | ACRES |
| EX. BUA REMOVED  | -                                       | S.F. | 0.00 | ACRES |
| PERCENTAGE =     | 291,601 <i>SF</i> - 0 <i>SF</i>         |      |      |       |
|                  | 1,620,644 <i>SF</i> - 119,850 <i>SF</i> |      |      |       |
|                  | 19.43%                                  |      |      |       |

= 291,601  
 1,500,794

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



**Know what's below.  
Call before you dig.**







**SITE NOTES:**

1. COLORS TO BE SELECTED BY OWNER.
2. CONTRACTOR RESPONSIBLE FOR ALL PREPARED TO EXISTING ITEMS (FENCE, CONCRETE, ETC.)
3. PRIVACY CURT SYSTEM AS DETAILED PER MANUFACTURER'S SPECIFICATIONS.

**PRODUCT INFORMATION:**

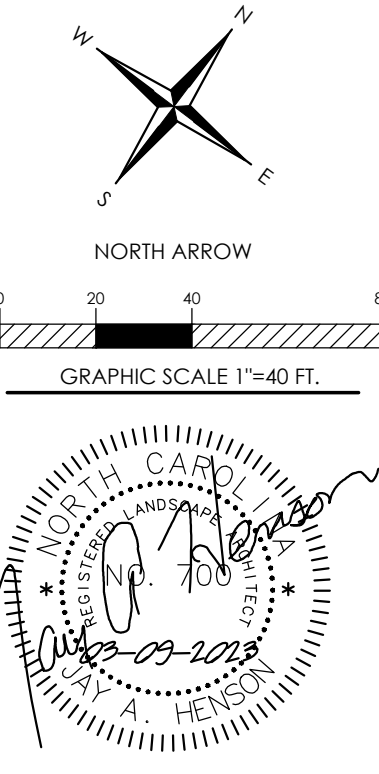
2 COLOR (ORANGE & GREEN) BY OWNER  
SELECTION

02 OD PRODUCT BASE BID FOR TURF.  
52 OD ALD ALTERNATE #1 THATCH SYSTEM.  
PILE HEIGHT 2" MIN - 24" MAX (GREEN) AREES. 12"  
FOR SKINNED AREES (ORANGE).  
BACKING WEIGHT 27 OZ.  
ALL MOUNTS WILL BE SUPPLIED BY OWNER.  
MOVABLE TURF MOUNTS TO BE PROVIDED BY OWNER.

EXTRA MATERIAL - PROVIDE 100' SF OF "ORANGE" TURF PER FIELD & 400' SF OF "GREEN" TURF PER FIELD.

TOP SOIL TO BE HALLED OFFSITE TO AN APPROVED SITE WITH EROSION CONTROL PERMIT.

|                                 |
|---------------------------------|
| SEE SHEET CO6 FOR FIELD DETAILS |
|---------------------------------|



## HUNTERSVILLE ATHLETIC PARK

PIN # 01742110  
11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078

# DETAILED SITE PLAN

REVISIONS:

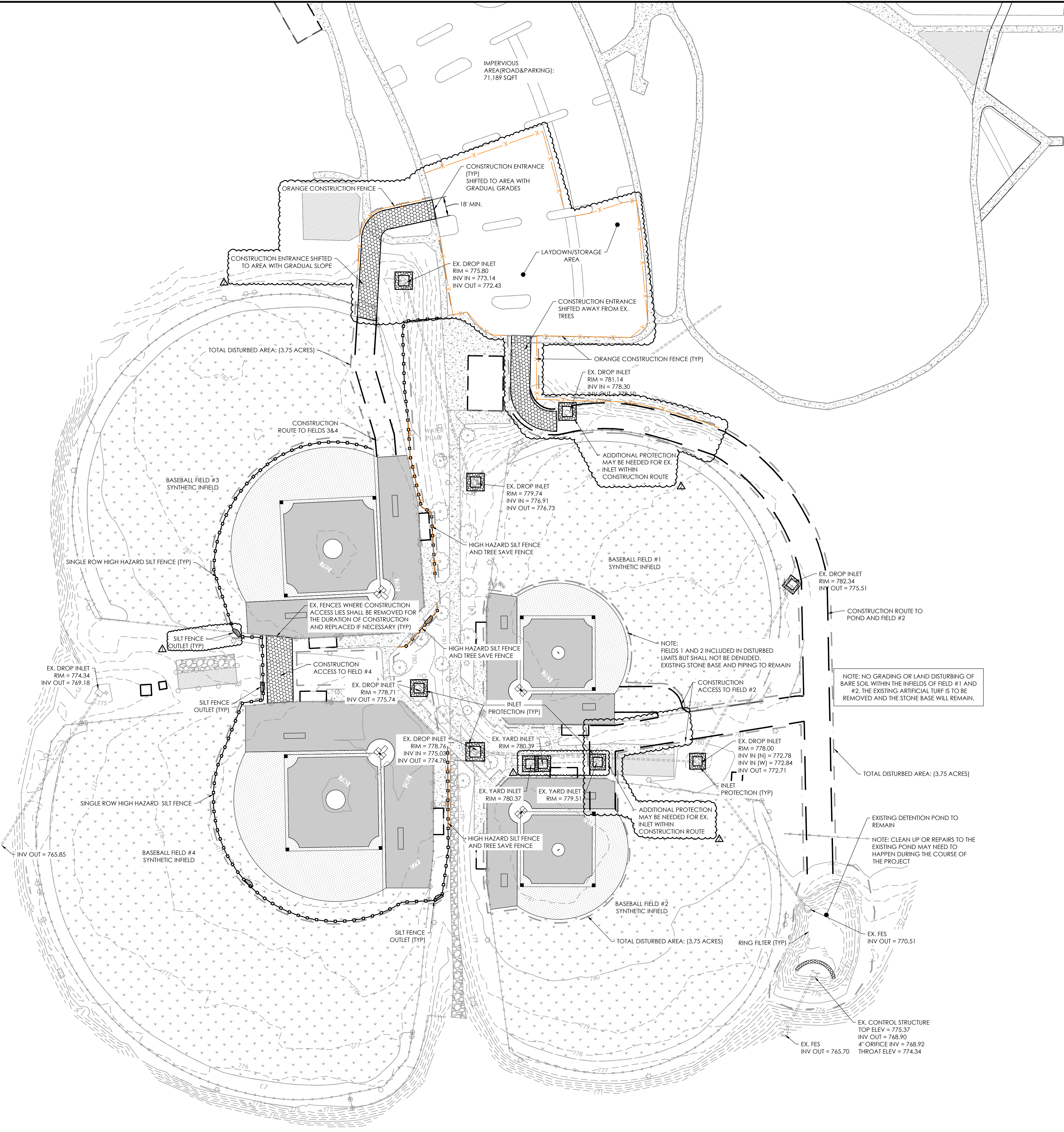
2023/03/09 - TOWN COMMENTS

C03A DETAILED SITE PLAN.DWG  
PROJECT NUMBER: 222039  
DATE: 02/03/2023 DRAWN BY: HFI  
C03A 9  
SHEET OF

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







ENHANCED EROSION CONTROL REQUIREMENTS

1. SURFACE WATER DRAW DOWN DEVICES (FLASHBOARD RISERS OR SKIMMERS) SHALL BE INSTALLED IN ALL SEDIMENT BASINS. ROCK COFFER FOREBAYS SHALL BE USED IN CONJUNCTION WITH ALL SEDIMENT BASINS. THE BASIN SHALL ALSO HAVE A VOLUME TWENTY-FIVE (25) PERCENT GREATER THAN 1800 CUBIC FEET PER DRAINAGE ACRE, WHEN POSSIBLE.
2. THE AMOUNT OF UNCOVERED AREA AT ANY ONE TIME SHALL BE LIMITED TO NO MORE THAN 20 ACRES, WITHOUT SPECIAL APPROVAL FROM THE JURISDICTIONAL AUTHORITY.
3. POLYACRYLAMIDES (PAM) SHALL BE USED TO REDUCE TURBIDITY AND SUSPENDED SOLIDS WHENEVER A SEDIMENT TRAP, BASIN, PIT, HOLE OR BUILDING FOUNDATION IS BEING PUMPED OUT TO REMOVE SEDIMENT LADEN WATER. THIS ACTIVITY MUST BE INSPECTED AND APPROVED BY THE CITY/COUNTY EROSION CONTROL INSPECTOR.
4. POLYACRYLAMIDES MAY BE REQUIRED ON SITE, AS DETERMINED BY THE CITY/COUNTY EROSION CONTROL INSPECTOR.
5. DOUBLE ROW OF HIGH HAZARD SILT FENCE WITH WIRE BACKING AND STONE SHALL BE USED ALONG WETLANDS, STREAMS, LAKES OR OTHER SURFACE WATER BODIES, AS WELL AS ADJACENT TO ALL S.W.I.M. OR OTHER WATER QUALITY BUFFERS. SINGLE ROW OF SILT FENCE WITH WIRE BACKING AND STONE MAY BE REQUIRED ON ALL OTHER AREAS, AS DETERMINED BY THE JURISDICTIONAL AUTHORITY\* OR CITY/COUNTY EROSION CONTROL INSPECTOR.
6. A 10-FOOT UNDISTURBED BUFFER SHALL BE PROVIDED AROUND THE OUTSIDE EDGE OF INTERMITTENT AND PERENNIAL STREAMS, PONDS AND WETLANDS. INCIDENTAL DRAINAGE IMPROVEMENTS OR REPAIRS WILL BE PERMITTED WITHIN THE BUFFER AS APPROVED BY CITY/COUNTY STAFF. THESE WOULD INCLUDE ANY ALLOWANCES STATED IN THE SWIM BUFFER AND/OR PCCO ORDINANCES, IF APPLICABLE.
7. A GROUND COVER SUFFICIENT TO RESTRAIN ACCELERATED EROSION MUST BE PROVIDED WITHIN 7 CALENDAR DAYS OF THE DATE OF LAST LAND-DISTURBING ACTIVITY ON ANY PORTION OF THE PROJECT.
8. ALL DIVERSION DITCHES AND INTERIOR BASIN SLOPES MUST BE MATTED.
9. SUFFICIENT ACCESS FOR CONSTRUCTION AND MAINTENANCE MUST BE PROVIDED AT THE TOE OF ALL RETAINING WALLS THAT ARE 4' OR HIGHER. THE MINIMUM ACCESS WIDTH SHOULD BE NO LESS THAN SIX FEET.
10. ALL BASIN SPILLWAYS SHALL BE SIZED TO PASS THE 25-YR STORM EVENT.
11. FILL SLOPE STEEPNESS SHALL BE LIMITED TO 2:1. SLOPES STEEPER THAN 3:1 MUST BE TERRACED OR OTHERWISE PROVIDE AN APPROVED ENGINEERED SOLUTION. SLOPES 3:1 OR FLATTER MUST BE DESIGNED AS SET FORTH IN THE NC SOIL EROSION & SEDIMENT PLANNING & DESIGN MANUAL, STANDARD 6.02A.
12. ALL PLANS WILL CARRY A "PERFORMANCE RESERVATION".
13. ALL SELF-INSPECTION LOG BOOK ENTRIES WILL BE ELECTRONICALLY SENT TO THE AREA INSPECTOR, WITHIN 2 WORKING DAYS OF A QUALIFYING RAIN EVENT OR WEEKLY (WHICHEVER IS SHORTER).
14. FOR EROSION CONTROL, BASINS WITH A DRAINAGE AREA GREATER THAN 10 ACRES, TURBIDITY MEASUREMENTS MAY BE REQUIRED AT THE DISCRETION OF THE JURISDICTIONAL AUTHORITY. TO MEASURE CLARITY OF BASIN EFFLUENT AND ANY POTENTIAL IMPACT TO RECEIVING WATERS AT THE TIME OF RAINFALL-TRIGGERED INSPECTIONS, READINGS MUST BE COLLECTED AT THE BASIN OUTFALL (TO MEASURE CLARITY OF BASIN EFFLUENT), UPSTREAM OF THE DISCHARGE POINT (TO MEASURE BASELINE CONDITIONS) AND DOWNSTREAM OF THE DISCHARGE POINT (TO MEASURE STREAM IMPACTS OF BASIN EFFLUENT) WHEN POSSIBLE. THE RESULTS MUST BE LOGGED IN THE INSPECTION REPORTS.

TOTAL DISTURBED AREA: 3.75 ACRES

CONSTRUCTION SEQUENCE:

1. OBTAIN APPROVAL FOR GRADING/EROSION CONTROL PLAN FROM ENGINEER.
2. CONTACT NCDEQ MOORESVILLE REGIONAL OFFICE AT LEAST 48 HOURS PRIOR TO COMMENCING THE LAND-DISTURBING ACTIVITY. CONTACT NUMBER: (704)663-1699
3. INSTALL STABILIZED CONSTRUCTION ENTRANCES/EXITS.
4. CLEAR & GRUB ONLY THE AREAS REQUIRED FOR INSTALLATION OF PERIMETER CONTROLS.
5. INSTALL INLET PROTECTION AND TEMPORARY SILT FENCE AS SHOWN ON THE PLANS.
6. AFTER INSTALLING ALL MEASURES, CONTACT NCDEQ FOR INSPECTION AND RECEIVE CERTIFICATE OF COMPLIANCE.
7. CLEAR, GRUB AND BEGIN ROUGH GRADING OF THE SITE. IT IS RECOMMENDED THAT THE CONTRACTOR BEGINS BY REMOVING EXCESS SOIL FROM THE SITE.
8. GRADE SUB BASE OF FIELD 3 AND 4. AND INSTALL STONE/DRAINAGE
9. REMOVE EXISTING TURF OF FIELD 1 AND 2, AND INSTALL NEW SYNTHETIC TURF SURFACE
10. BRING SITE TO FINISH GRADE, LEAVING EROSION CONTROL MEASURES IN PLACE AS LONG AS POSSIBLE.
11. STABILIZE ANY AREAS THAT ARE AT FINISHED GRADE AND WILL NOT BE DISTURBED, OR IN ACCORDANCE TO NCDEQ STANDARDS. SEDIMENT BASIN MAY NOT BE REMOVED OR CONVERTED TO PERMANENT BMP'S UNTIL ALL UPLAND AREAS PERMANENTLY STABILIZED.
12. CLEANUP OR REPAIR EXISTING POND AS NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION.
13. PREP ALL REMAINING DISTURBED AREAS FOR SEEDING.
14. RING FILTER SHALL REMAIN UNTIL ALL UPSTREAM AREAS ARE STABILIZED.
15. SILT FENCE SHALL REMAIN IN PLACE UNTIL ALL AREAS DRAINING TO THEM ARE BUILT OUT AND PERMANENTLY STABILIZED UNLESS OTHERWISE APPROVED BY THE INSPECTOR.
16. PER NPDES REQUIREMENTS, A RAIN GAUGE, SELF-INSPECTIONS RECORDS, PERMIT, CERTIFICATE OF COVERAGE, AND S&E PLAN ARE REQUIRED TO BE MAINTAINED ON SITE AND ACCESSIBLE DURING INSPECTION. IT IS RECOMMENDED THAT THESE ITEMS BE PLACED IN A PERMITS BOX AT THE BEGINNING OR ENTRANCE OF PROJECT
17. THE CONTRACTOR SHALL CONDUCT SELF-INSPECTIONS OF EROSION AND SEDIMENTATION CONTROL MEASURES AND COMPLETE THE FOLLOWING COMBINED SELF-INSPECTION FORM FOUND ON THE DEMLR WEBSITE. TWELVE MONTHS OF COMPLETE INSPECTION FORMS SHALL BE KEPT ON SITE AND AVAILABLE FOR INSPECTIONS AT ALL TIMES. IT IS RECOMMENDED A COPY BE KEPT IN PERMITS BOX.
18. SELF INSPECTIONS FOR EROSION AND SEDIMENTATION CONTROL MEASURE ARE TO BE PERFORMED AT LEAST, ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF EVERY RAIN EVENT OF GREATER THAN 1 INCH. ANY NEEDED REPAIRS SHALL BE MADE IMMEDIATELY TO MAINTAIN MEASURES AS DESIGNED. ALL ESC MEASURES SHALL BE MAINTAINED AS SPECIFIED IN THE CONSTRUCTION DETAILS ON THIS PLAN. A RAIN GAUGE SHALL BE INSTALLED AT THE PROJECT SITE FOR MONITORING.
19. CONTACT DEMLR MOORESVILLE REGIONAL OFFICE FOR FINAL INSPECTION.

EROSION CONTROL NOTES:

1. TOTAL DISTURBED AREA = 3.75 ACRES
2. ANY GRADING BEYOND THE DENUDED LIMITS SHOWN ON THE PLAN IS A VIOLATION OF THE STATE EROSION CONTROL ORDINANCE AND IS SUBJECT TO A FINE.
3. ALL GRADED SLOPES MUST BE SEEDED AND MULCHED AS SPECIFIED BELOW.
4. ADDITIONAL MEASURES TO CONTROL EROSION AND SEDIMENT MAY BE REQUIRED BY A REPRESENTATIVE OF NCDEQ.
5. SLOPES SHALL BE GRADED NO STEEPER THAN 3:1.
6. STABILIZATION IS THE BEST FORM OF EROSION CONTROL. TEMPORARY SEEDING IS NECESSARY TO ACHIEVE EROSION CONTROL ON LARGE DENUDED AREAS AND ESPECIALLY WHEN REQUIRED SPECIFICALLY AS PART OF THE CONSTRUCTION SEQUENCE SHOWN ON THE PLAN.
7. ALL EMBANKMENTS MUST BE CONSTRUCTED PER SECTION 4.0.6 EMBANKMENT REQUIREMENTS IN THE BMP DESIGN MANUAL.

HUNTERSVILLE INSPECTORS

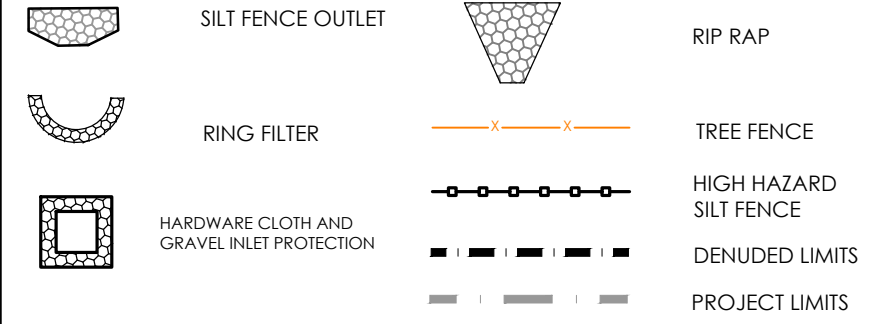
EROSION CONTROL INSPECTOR  
ANNE LOFTIN (704)766-2256

LAND DEVELOPMENT INSPECTORS  
CECIL TALBOT (704)766-2258

ZONING INSPECTOR  
AU'DARIUS BLACKWOOD (704)766-2251

SEE DETAIL SHEETS C07 & C08 FOR EROSION CONTROL DETAILS.

LEGEND



**PLEASE NOTE:** A NORTH CAROLINA DEPARTMENT OF AGRICULTURE SOILS TEST (OR EQUAL) SHALL BE OBTAINED FOR ALL AREAS TO BE SEEDED. RECOMMENDED FERTILIZER AND PH ADJUSTING PRODUCTS SHALL BE INCORPORATED INTO APPLICABLE AREAS BASED ON THE TEST RESULTS.

NOTICE TO CONTRACTOR:

- THE SITE SHOULD BE "STORM READY" AT THE END OF EACH WORK DAY/ WEEK.
- THAT NO MAJOR GRADING ACTIVITIES OR BASIN CONSTRUCTION ARE TO TAKE PLACE DURING WET WEATHER OR PERIODS OF PREDICTED WET WEATHER
- ALL WORK WITHIN THE RIPARIAN BUFFER MUST BE STABILIZED BY THE END OF EACH WORK DAY

SECTION E: GROUND STABILIZATION

| Required Ground Stabilization Timeframes                   |                                                                         |                                                                                                                                                                                                                                                         |
|------------------------------------------------------------|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Site Area Description                                      | Stabilize within this many calendar days after ceasing land disturbance | Timeframe variations                                                                                                                                                                                                                                    |
| (a) Perimeter dikes, swales, ditches, and perimeter slopes | 7                                                                       | None                                                                                                                                                                                                                                                    |
| (b) High Quality Water (HQW) Zones                         | 7                                                                       | None                                                                                                                                                                                                                                                    |
| (c) Slopes steeper than 3:1                                | 7                                                                       | If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed<br>-7 days for slopes greater than 50' in length and with slopes steeper than 4:1<br>-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones |
| (d) Slopes 3:1 to 4:1                                      | 7                                                                       |                                                                                                                                                                                                                                                         |
| (e) Areas with slopes flatter than 4:1                     | 7                                                                       | -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones                                                                                                                                                                            |

**Note:** After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

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



HUNTERSVILLE ATHLETIC PARK

PIN # 01742110

11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078

EROSION PH 1

REVISIONS:

- 2023/03/09 - TOWN REVIEW
- 2023/03/28 - NCDEQ REVIEW
- 2023/04/05 - 100% CONTRACT DOCS.
- 2023/04/24 - BID BULLETIN DWG

C04 EROSION PH 1 - BULLETIN DWG

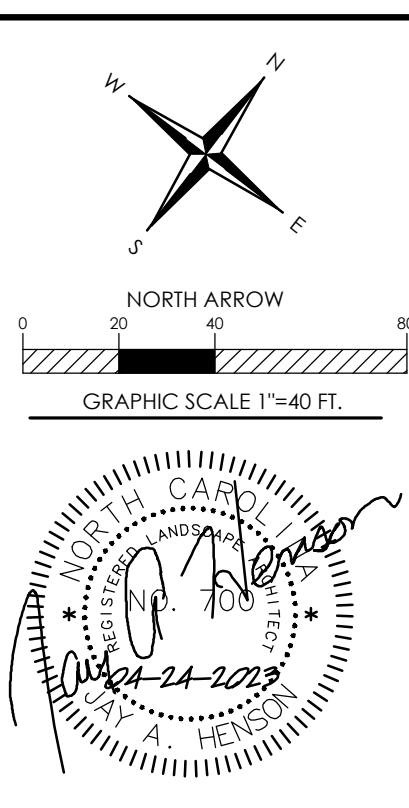
PROJECT NUMBER: 222039

DATE: 02/03/2023 DRAWN BY: HFI

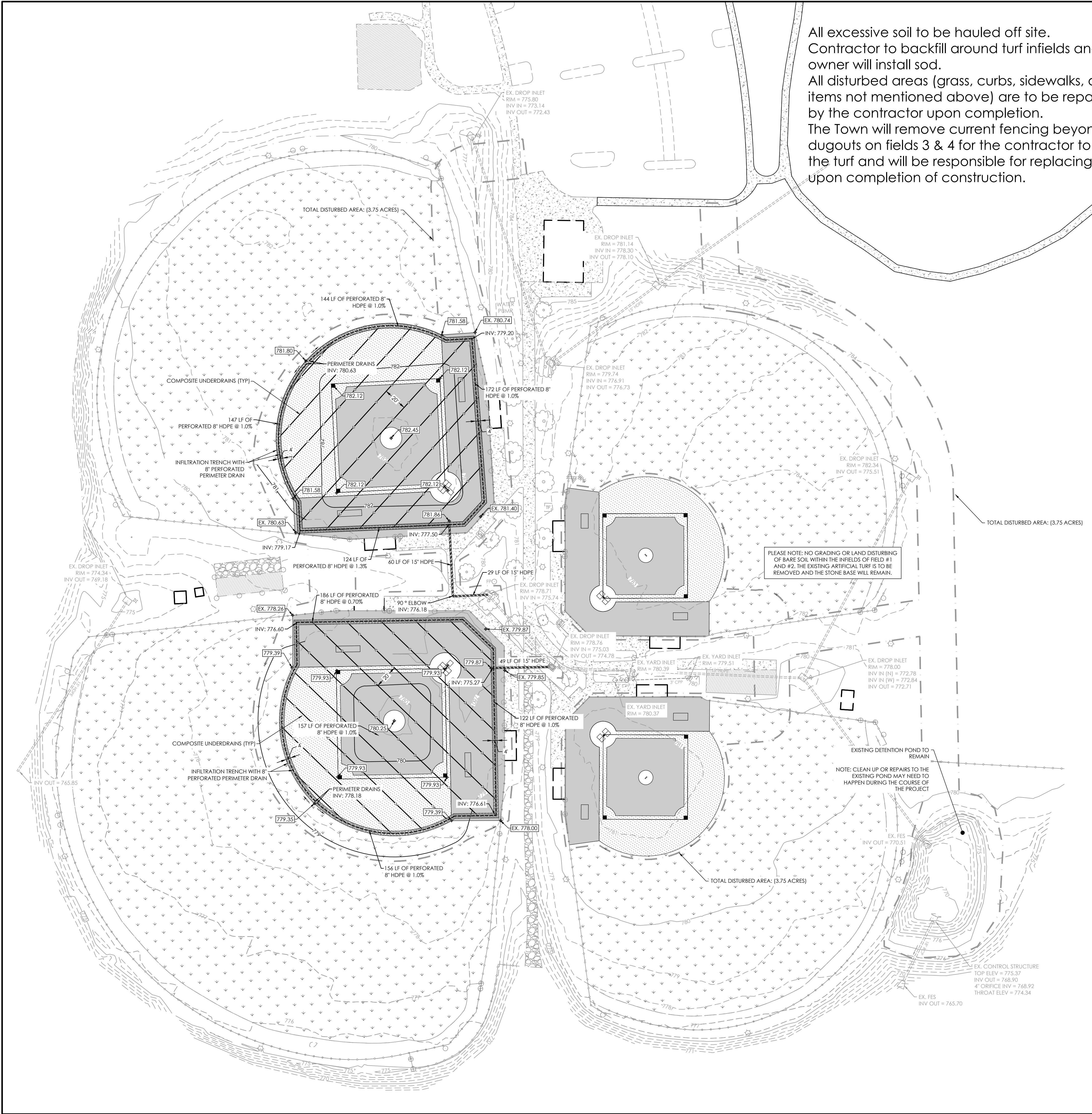
C04 9

SHEET OF

**HensonFoley**  
Landscape Architecture | Civil Engineering  
121 Gilead, Huntersville, NC 28078  
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com  
NC ENGINEERING BOARD LICENSE #: C-3781  
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399







All excessive soil to be hauled off site.  
 Contractor to backfill around turf infields and owner will install sod.  
 All disturbed areas (grass, curbs, sidewalks, other items not mentioned above) are to be repaired by the contractor upon completion.  
 The Town will remove current fencing beyond the dugouts on fields 3 & 4 for the contractor to install the turf and will be responsible for replacing them upon completion of construction.

GENERAL NOTES:

- ALL STORM WATER CATCH BASINS, INLETS, MANHOLES, ETC. SHALL BE PERMANENTLY LABELED AS "NO DUMPING, DRAINS TO RIVER" AND INCLUDE A FISH SYMBOL.
- SOIL FILL (GEOTECH REPORT SHALL TAKE PRECEDENCE OVER THIS SPECIFICATION IF EXISTS.)
- POW. SCARIFY, BENCH, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING MATERIAL.
- PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS AS FOLLOWS:
  - UNDER GRASS AND PLANTED AREAS, USE SATISFACTORY SOIL MATERIAL.
  - UNDER WALKS AND PAVEMENTS, USE SATISFACTORY SOIL MATERIAL.
  - UNDER STEPS AND RAMPS, USE ENGINEERED FILL.
  - UNDER BUILDING SLABS, USE ENGINEERED FILL.
  - UNDER FOOTINGS AND FOUNDATIONS, USE ENGINEERED FILL.
  - PLACE SOIL FILL ON SUBGRADES FREE OF MUD, FROST, SNOW, OR ICE.
- SOIL MOISTURE CONTROL
  - REVISE PERCENTAGES IN THIS ARTICLE ACCORDING TO GEOTECHNICAL ENGINEER'S WRITTEN RECOMMENDATIONS.
  - UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL SOIL LAYER BEFORE COMPACTING TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT.
  - DO NOT PLACE BACKFILL OR FILL SOIL MATERIAL ON SURFACES THAT ARE MUDDY, FROZEN, OR CONTAIN FROST OR ICE.
  - REMOVE AND REPLACE, OR SCARIFY AND AIR DRY, OTHERWISE SATISFACTORY SOIL MATERIAL THAT EXCEEDS OPTIMUM MOISTURE CONTENT BY 2 PERCENT AND IS TOO WET TO COMPACT TO SPECIFIED DRY UNIT WEIGHT.
- COMPACTION OF SOIL BACKFILLS AND FILLS
  - PLACE BACKFILL AND FILL SOIL MATERIALS IN LAYERS NOT MORE THAN 8 INCHES (200 MM) IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4 INCHES (100 MM) IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
  - PLACE BACKFILL AND FILL SOIL MATERIALS EVENLY ON ALL SIDES OF STRUCTURES TO REQUIRED ELEVATIONS, AND UNIFORMLY ALONG THE FULL LENGTH OF EACH STRUCTURE.
  - COMPACT SOIL MATERIALS TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY UNIT WEIGHT ACCORDING TO ASTM D 698:
    - UNDER STRUCTURES, BUILDING SLABS, STEPS, AND PAVEMENTS, SCARIFY AND RECOMPACT TOP 12 INCHES (300 MM) OF EXISTING SUBGRADE AND EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 100 PERCENT.
    - UNDER WALKWAYS, SCARIFY AND RECOMPACT TOP 6 INCHES (150 MM) BELOW SUBGRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 95 PERCENT.
    - UNDER TURF OR UNPAVED AREAS, SCARIFY AND RECOMPACT TOP 6 INCHES (150 MM) BELOW SUBGRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 85 PERCENT.
    - FOR UTILITY TRENCHES, COMPACT EACH LAYER OF INITIAL AND FINAL BACKFILL SOIL MATERIAL AT 95 PERCENT.
- GRADING:
  - GENERAL: UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED.
  - PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES.
  - CUT OUT SOFT SPOTS, FILL LOW SPOTS, AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TOLERANCES.
  - SITE ROUGH GRADING: SLOPE GRADES TO DIRECT WATER AWAY FROM BUILDINGS AND TO PREVENT FLOODING. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES:
    - TURF OR UNPAVED AREAS: PLUS OR MINUS 1 INCH (25 MM).
    - WALKS: PLUS OR MINUS 1/2 INCH (13 MM).
    - PAVEMENTS: PLUS OR MINUS 1/2 INCH (13 MM).
  - GRADING INSIDE BUILDING LINES: FINISH SUBGRADE TO A TOLERANCE OF 1/2 INCH (13 MM) WHEN TESTED WITH A 10-FOOT (3-M) STRAIGHTEDGE.
- FIELD QUALITY CONTROL
  - TESTING AGENCY: OWNER WILL ENGAGE A QUALIFIED GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM TESTS AND INSPECTIONS.
  - ALLOW TESTING AGENCY TO INSPECT AND TEST SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTH MOVING ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS.
  - FOOTING SUBGRADE: AT FOOTING SUBGRADES, AT LEAST ONE TEST OF EACH SOIL STRATUM WILL BE PERFORMED TO VERIFY DESIGN BEARING CAPACITIES. SUBSEQUENT VERIFICATION AND APPROVAL OF OTHER FOOTING SUBGRADES MAY BE BASED ON A VISUAL COMPARISON OF SUBGRADE WITH TESTED SUBGRADE WHEN APPROVED BY ARCHITECT.
  - TESTING AGENCY WILL TEST COMPACTION OF SOILS IN PLACE ACCORDING TO ASTM D 1556, ASTM D 2167, ASTM D 2922, AND ASTM D 2937, AS APPLICABLE. TESTS WILL BE PERFORMED AT THE FOLLOWING LOCATIONS AND FREQUENCIES:
    - PAVED AND BUILDING SLAB AREAS: AT SUBGRADE AND AT EACH COMPACTED FILL AND BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 2000 SQ. FT. (186 SQ. M) OR LESS OF PAVED AREA OR BUILDING SLAB, BUT IN NO CASE FEWER THAN THREE TESTS.
    - FOUNDATION WALL BACKFILL: AT EACH COMPACTED BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 100 FEET (30 M) OR LESS OF WALL LENGTH, BUT NO FEWER THAN TWO TESTS.
    - TRENCH BACKFILL: AT EACH COMPACTED INITIAL AND FINAL BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 150 FEET (46 M) OR LESS OF TRENCH LENGTH, BUT NO FEWER THAN TWO TESTS.
    - WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL MATERIALS TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.

GENERAL NOTES:

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

SEE SHEET C09 FOR BMP DETAILS

TOTAL DISTURBED AREA: 3.75 ACRES



Plan Sheet Is Part Of The Overall  
 Approval As Of The Following Date  
 03/31/2023

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



Know what's below.  
 Call before you dig.

HUNTERSVILLE ATHLETIC PARK

PIN # 01742110  
 11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078

GRADING PLAN

REVISIONS:

2023/03/09 - TOWN COMMENTS

C05 GRADING PLAN.DWG

PROJECT NUMBER: 222039

DATE: 02/03/2023 DRAWN BY: HFI

C05

9

SHEET OF











**GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT**  
Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

| SECTION E: GROUND STABILIZATION                            |                                                                         |                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required Ground Stabilization Timeframes                   |                                                                         |                                                                                                                                                                                                                                                                                              |
| Site Area Description                                      | Stabilize within this many calendar days after ceasing land disturbance | Timeframe variations                                                                                                                                                                                                                                                                         |
| (a) Perimeter dikes, swales, ditches, and perimeter slopes | 7                                                                       | None                                                                                                                                                                                                                                                                                         |
| (b) High Quality Water (HQW) Zones                         | 7                                                                       | None                                                                                                                                                                                                                                                                                         |
| (c) Slopes steeper than 3:1                                | 7                                                                       | If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed<br>-7 days for slopes greater than 50' in length and with slopes steeper than 4:1<br>-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones<br>-10 days for Falls Lake Watershed |
| (d) Slopes 3:1 to 4:1                                      | 14                                                                      |                                                                                                                                                                                                                                                                                              |
| (e) Areas with slopes flatter than 4:1                     | 14                                                                      | -10 days for Falls Lake Watershed unless there is zero slope                                                                                                                                                                                                                                 |

**Note:** After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 30 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

**GROUND STABILIZATION SPECIFICATION**

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

| Temporary Stabilization                                                                                                                                                                                                                                                                               | Permanent Stabilization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>Temporary grass seed covered with straw or other mulches and tackifiers</li><li>Hydroseeding</li><li>Roller erosion control products with or without temporary grass seed</li><li>Appropriately applied straw or other mulch</li><li>Plastic sheeting</li></ul> | <ul style="list-style-type: none"><li>Permanent grass seed covered with straw or other mulches and tackifiers</li><li>Geotextile fabrics such as permanent soil reinforcement matting</li><li>Hydroseeding</li><li>Shrubs or other permanent plantings covered with mulch</li><li>Uniform and evenly distributed ground cover sufficient to restrain erosion</li><li>Structural methods such as concrete, asphalt or retaining walls</li><li>Roller erosion control products with grass seed</li></ul> |

**POLYACRYLAMIDES (PAMS) AND FLOCCULANTS**

- Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
- Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
- Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
- Provide ponding area for containment of treated Stormwater before discharging offsite.
- Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

**EQUIPMENT AND VEHICLE MAINTENANCE**

- Maintain vehicles and equipment to prevent discharge of fluids.
- Provide drip pans under any stored equipment.
- Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
- Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
- Remove leaking vehicles and construction equipment from service until the problem has been corrected.
- Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

**LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE**

- Never bury or burn waste. Place litter and debris in approved waste containers.
- Provide a sufficient number and size of waste containers (e.g. dumpster, trash receptacle) on site to contain construction and domestic wastes.
- Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
- Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
- Anchor all lightweight items in waste containers during times of high winds.
- Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
- Dispose waste off-site at an approved disposal facility.
- On business days, clean up and dispose of waste in designated waste containers.

**PAINT AND OTHER LIQUID WASTE**

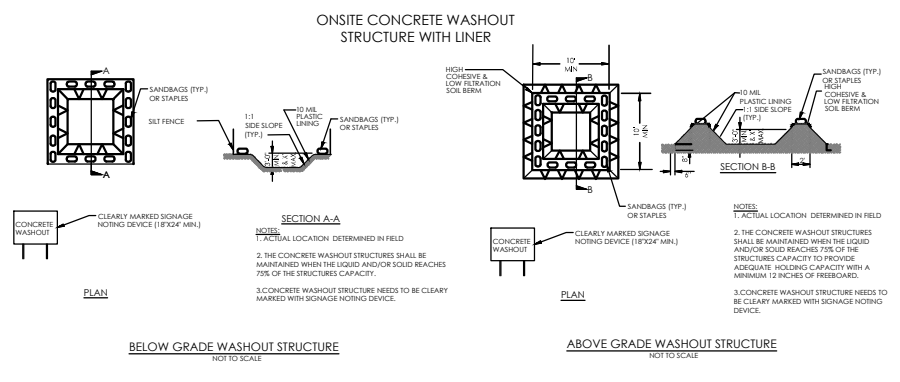
- Do not dump paint and other liquid waste into storm drains, streams or wetlands.
- Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Contain liquid wastes in a controlled area.
- Containment must be labeled, sized and placed appropriately for the needs of site.
- Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

**PORTABLE TOILETS**

- Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
- Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
- Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

**EARTHEN STOCKPILE MANAGEMENT**

- Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
- Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
- Provide stable stone access point when feasible.
- Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



**CONCRETE WASHOUTS**

- Do not discharge concrete or cement slurry from the site.
- Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
- Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
- Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
- Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
- Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
- Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
- Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
- Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
- At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

**HERBICIDES, PESTICIDES AND RODENTICIDES**

- Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
- Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
- Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
- Do not stockpile these materials onsite.

**HAZARDOUS AND TOXIC WASTE**

- Create designated hazardous waste collection areas on-site.
- Place hazardous waste containers under cover or in secondary containment.
- Do not store hazardous chemicals, drums or bagged materials directly on the ground.

**PART III  
SELF-INSPECTION, RECORDKEEPING AND REPORTING**

**SECTION A: SELF-INSPECTION**

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

| Inspect                                                      | Frequency (during normal business hours)                                                     | Inspection records must include:                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) Rain gauge maintained in good working order              | Daily                                                                                        | Daily rainfall amounts. If no daily rain gauge observations are made during weekend or holiday periods, and no individual day rainfall information is available, record the cumulative rain measurement for those unattended days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "zero." The permittee may use another rain monitoring device approved by the Division. |
| (2) E&SC Measures                                            | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | 1. Identification of the measures inspected,<br>2. Date and time of the inspection,<br>3. Name of the person performing the inspection,<br>4. Indication of whether the measures were operating properly,<br>5. Description of maintenance needs for the measure,<br>6. Description, evidence, and date of corrective actions taken.                                                                                                       |
| (3) Stormwater discharge outfalls (SDOs)                     | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | 1. Identification of the discharging outfalls inspected,<br>2. Date and time of the inspection,<br>3. Name of the person performing the inspection,<br>4. Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration,<br>5. Indication of visible sediment leaving the site,<br>6. Description, evidence, and date of corrective actions taken.                                       |
| (4) Perimeter of site                                        | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | If visible sedimentation is found outside site limits, then a record of the following shall be made:<br>1. Actions taken to clean up or stabilize the sediment that has left the site limits,<br>2. Description, evidence, and date of corrective actions taken, and<br>3. An explanation as to the actions taken to control future re-erosion.                                                                                            |
| (5) Streams or wetlands onsite or offsite (where accessible) | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made:<br>1. Description, evidence and date of corrective actions taken, and<br>2. Records of the required reports to the appropriate Division Regional Office per Part III, Section C, Item (2)(g) of this permit.                                        |
| (6) Ground stabilization measures                            | After each phase of grading                                                                  | 1. The phase of grading (installation of perimeter E&SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land disturbing activity, construction or redevelopment, permanent ground cover).<br>2. Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible.               |

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

**PART II, SECTION G, ITEM (4)  
DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT**

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down for maintenance or close out unless this is infeasible. The circumstances in which it is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

- The E&SC plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&SC plan authority has approved these items.
- The non-surface withdrawal has been reported as an anticipated bypass in accordance with Part III, Section C, Item (2)(c) and (d) of this permit.
- Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include properly sited, designed and maintained dewatering tanks, weir tanks, and filtration systems.
- Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in Item (c) above.
- Velocity dissipation devices such as check dams, sediment traps, and riprap are provided at the discharge points of all dewatering devices, and
- Sediment removed from the dewatering treatment devices described in Item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.

**PART III  
SELF-INSPECTION, RECORDKEEPING AND REPORTING**

**SECTION B: RECORDKEEPING**

**1. E&SC Plan Documentation**

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be kept on site and available for inspection at all times during normal business hours.

| Item to Document                                                                                                                                                    | Documentation Requirements                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Each E&SC measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&SC plan. | Initial and date each E&SC measure on a copy of the approved E&SC plan or complete, date and sign an inspection report that lists each E&SC measure shown on the approved E&SC plan. This documentation is required upon the initial installation of the E&SC measures or if the E&SC measures are modified after initial installation. |
| (b) A phase of grading has been completed.                                                                                                                          | Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate completion of the construction phase.                                                                                                                                                                                     |
| (c) Ground cover is located and installed in accordance with the approved E&SC plan.                                                                                | Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.                                                                                                                                                                     |
| (d) The maintenance and repair requirements for all E&SC measures have been performed.                                                                              | Complete, date and sign an inspection report.                                                                                                                                                                                                                                                                                           |
| (e) Corrective actions have been taken to E&SC measures.                                                                                                            | Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate the completion of the corrective action.                                                                                                                                                                                  |

**2. Additional Documentation to be Kept on Site**

In addition to the E&SC plan documents above, the following items shall be kept on the site and available for inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

- This General Permit as well as the Certificate of Coverage, after it is received.
- Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

**3. Documentation to be Retained for Three Years**

All data used to complete the e-NOI and all inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

**PART III  
SELF-INSPECTION, RECORDKEEPING AND REPORTING**

**SECTION C: REPORTING**

**1. Occurrences that Must Be Reported**

Permittees shall report the following occurrences:

- Visible sediment deposition in a stream or wetland.
- Oil spills if:
  - They are 25 gallons or more,
  - They are less than 25 gallons but cannot be cleaned up within 24 hours,
  - They cause sheen on surface waters (regardless of volume), or
  - They are within 100 feet of surface waters (regardless of volume).
- Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85.
- Anticipated bypasses and unanticipated bypasses.
- Noncompliance with the conditions of this permit that may endanger health or the environment.

**2. Reporting Timeframes and Other Requirements**

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800) 858-0368.

| Occurrence                                                                                                             | Reporting Timeframes (After Discovery) and Other Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Visible sediment deposition in a stream or wetland                                                                 | <ul style="list-style-type: none"><li><b>Within 24 hours</b>, an oral or electronic notification.</li><li><b>Within 7 calendar days</b>, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis.</li><li>If the stream is named on the <a href="#">NC 303(d) list</a> as impaired for sediment-related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions.</li></ul> |
| (b) Oil spills and release of hazardous substances per Item 2(b)-(c) above                                             | <ul style="list-style-type: none"><li><b>Within 24 hours</b>, an oral or electronic notification.</li><li><b>Within 7 calendar days</b>, a report that includes an evaluation of the quality and effect of the bypass.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| (c) Anticipated bypasses: [40 CFR 122.41(p)(3)]                                                                        | <ul style="list-style-type: none"><li><b>A report at least ten days before the date of the bypass, if possible.</b> The report shall include an evaluation of the anticipated quality and effect of the bypass.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| (d) Unanticipated bypasses: [40 CFR 122.41(p)(3)]                                                                      | <ul style="list-style-type: none"><li><b>Within 24 hours</b>, an oral or electronic notification.</li><li><b>Within 7 calendar days</b>, a report that contains a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. [40 CFR 122.41(b)(6).</li><li>Division staff may waive the requirement for a written report on a case-by-case basis.</li></ul>                                                                                                |
| (e) Noncompliance with the conditions of this permit that may endanger health or the environment [40 CFR 122.41(b)(7)] | <ul style="list-style-type: none"><li><b>Within 24 hours</b>, an oral or electronic notification.</li><li><b>Within 7 calendar days</b>, a report that contains a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. [40 CFR 122.41(b)(6).</li><li>Division staff may waive the requirement for a written report on a case-by-case basis.</li></ul>                                                                                                |

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19



Plan Sheet Is Part Of The Overall  
Approval As Of The Following Date  
03/31/2023

HUNTERSVILLE ATHLETIC PARK

PIN # 017421110

11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078

EROSION DETAILS CONT.

**REVISIONS:**

2023/03/09 - TOWN COMMENTS

C06 SITE DETAILS.DWG

PROJECT NUMBER: 222039

DATE: 02/03/2023 DRAWN BY: HFI

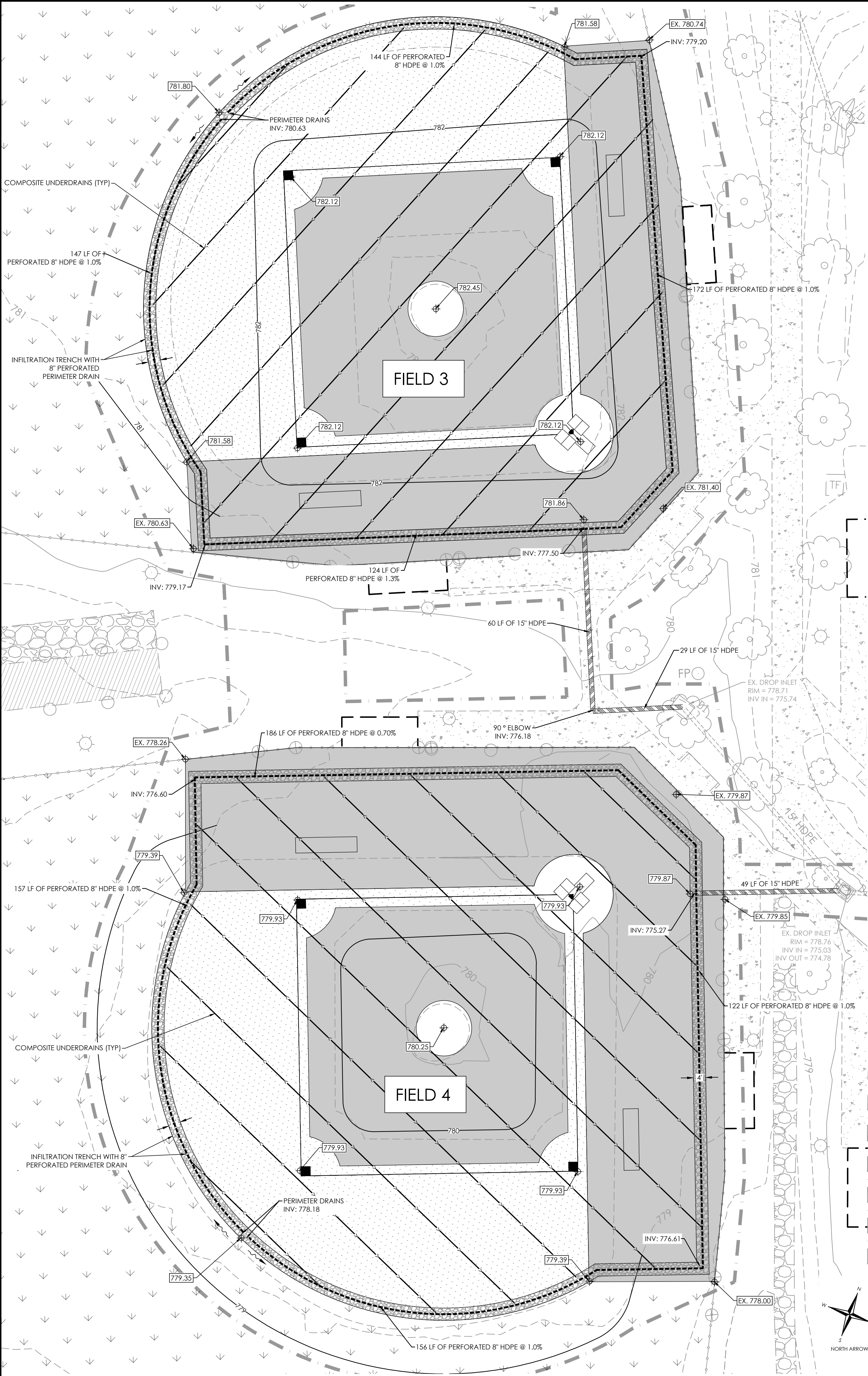
C08 OF 9



Know what's below.  
Call before you dig.

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





INFILTRATION TRENCH PLAN

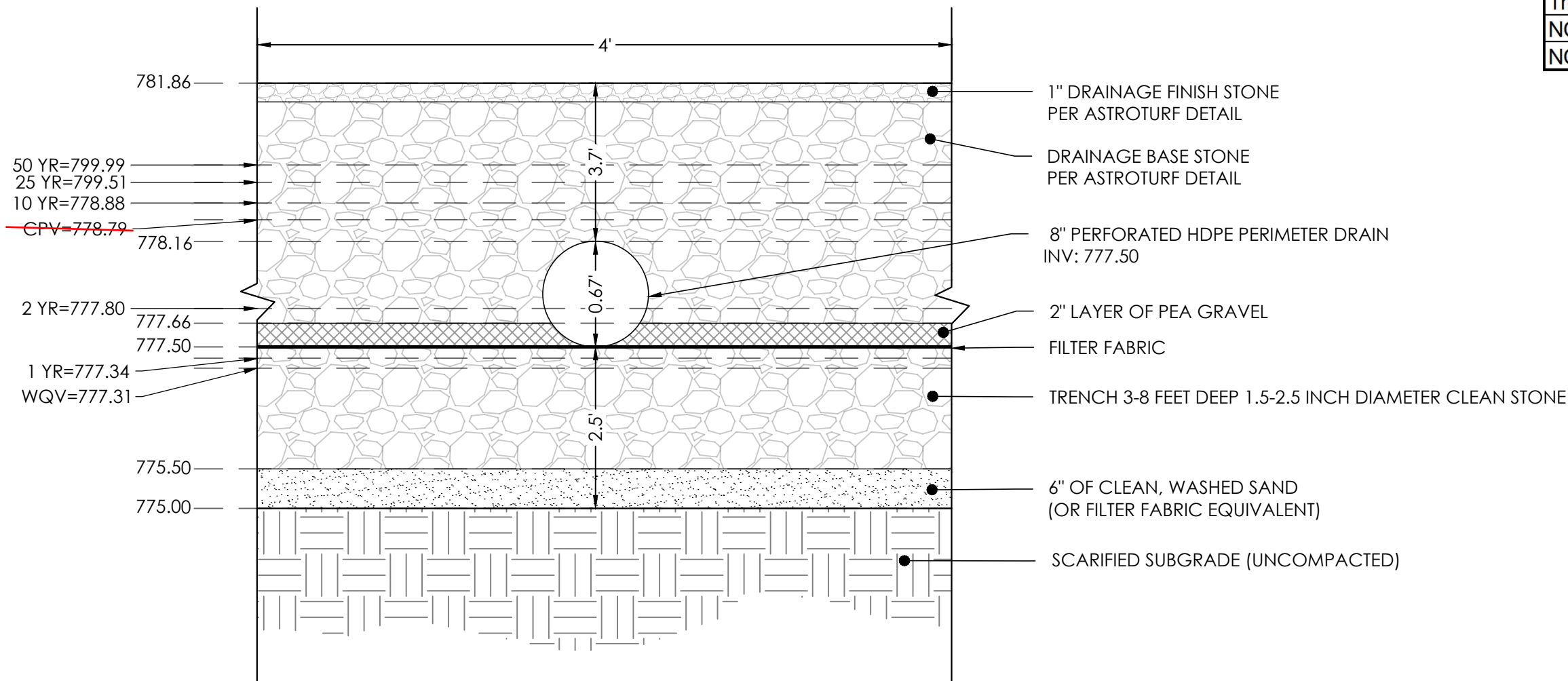
1" = 20'

C06 SITE DETAILS.DWG - PLOT: Tess - THU, 3-9-2023 2:43 PM

| FIELD 3 - INFILTRATION TRENCH SUMMARY CHART |                        |                         |                     |                   |
|---------------------------------------------|------------------------|-------------------------|---------------------|-------------------|
| PEAK CONTROL STORM EVENT                    | PRE-DEVELOPMENT RUNOFF | POST-DEVELOPMENT RUNOFF | POST-ROUTING RUNOFF | ELEVATION         |
| TOP OF TRENCH                               |                        |                         |                     | 781.86            |
| 50YR-24HR                                   | 2.89 CFS               | 6.03 CFS                | 2.47 CFS            | 779.99            |
| 25YR-24HR                                   | 2.43 CFS               | 5.36 CFS                | 2.18 CFS            | 799.51            |
| 10YR-24HR                                   | 1.82 CFS               | 4.46 CFS                | 1.72 CFS            | 778.88            |
| 2YR-24HR                                    | 0.83 CFS               | 2.88 CFS                | 0.29 CFS            | 777.80            |
| 1YR-24HR                                    | 0.55 CFS               | 2.37 CFS                | 0.00 CFS            | 777.34            |
| BMP                                         |                        | REQUIRED                | PROVIDED            | ELEVATION         |
| WQV                                         |                        | 2,174 CU.FT.            | 2,178 CU.FT.        | 777.31            |
| CPV                                         |                        | 3,572 CU.FT.            | 3,573 CU.FT.        | <del>778.79</del> |
| Infiltration Trench SF                      |                        | 571 S.F.                | 2,357 S.F.          | BOTTOM 775.00     |

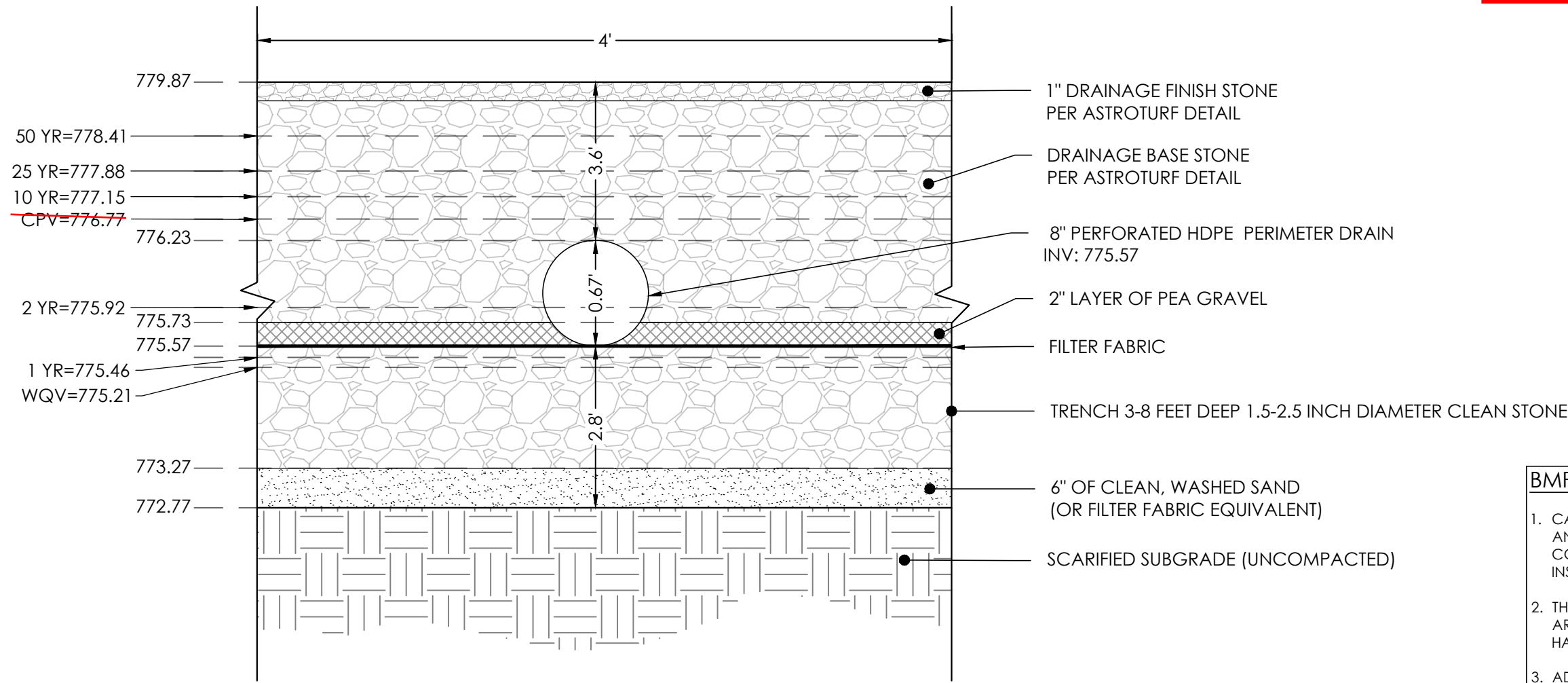
| FIELD 4 - INFILTRATION TRENCH SUMMARY CHART |                        |                         |                     |                   |
|---------------------------------------------|------------------------|-------------------------|---------------------|-------------------|
| PEAK CONTROL STORM EVENT                    | PRE-DEVELOPMENT RUNOFF | POST-DEVELOPMENT RUNOFF | POST-ROUTING RUNOFF | ELEVATION         |
| TOP OF TRENCH                               |                        |                         |                     | 779.87            |
| 50YR-24HR                                   | 3.16 CFS               | 6.76 CFS                | 2.66 CFS            | 778.41            |
| 25YR-24HR                                   | 2.65 CFS               | 6.00 CFS                | 2.36 CFS            | 777.88            |
| 10YR-24HR                                   | 1.99 CFS               | 5.00 CFS                | 1.88 CFS            | 777.15            |
| 2YR-24HR                                    | 0.91 CFS               | 3.22 CFS                | 0.38 CFS            | 775.92            |
| 1YR-24HR                                    | 0.60 CFS               | 2.65 CFS                | 0.00 CFS            | 775.46            |
| BMP                                         |                        | REQUIRED                | PROVIDED            | ELEVATION         |
| WQV                                         |                        | 2,444 CU.FT.            | 2,446 CU.FT.        | 775.21            |
| CPV                                         |                        | 4,008 CU.FT.            | 4,010 CU.FT.        | <del>776.71</del> |
| Infiltration Trench SF                      |                        | 947 S.F.                | 2506 S.F.           | BOTTOM 772.77     |

PLEASE NOTE:  
THE FOLLOWING INFILTRATION TRENCH ELEVATIONS ARE PER THE LOWEST POINT OF THE INFILTRATION TRENCH. THE PERFORATED PERIMETER DRAIN IS TO BE SLOPED AT APPROX. 1% PER PLANS



TRENCH SECTION - FIELD 3

N.T.S.



TRENCH SECTION - FIELD 4

N.T.S.

- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
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- SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART F, OR AS AMENDED.



| BMP Inset Table<br>Infiltration Trench - Field 3 |                            |
|--------------------------------------------------|----------------------------|
| Project Name:                                    | Huntersville Athletic Park |
| Sequence ID:                                     | 1                          |
| Surface Area (sq. ft.):                          | 2357                       |
| Drainage Area (acres):                           | 0.63                       |
| Land Use/Development Type:                       | Recreation                 |
| Percent Built-Up Area:                           | 100%                       |
| Trench Length (ft.):                             | 591                        |
| Trench Height (ft.):                             | 6.86                       |
| Trench Width (ft.):                              | 4                          |
| Flow Diverter Present (Y/N):                     | N                          |
| Regulated By:                                    | LID Huntersville           |
| Treatment Effectiveness:                         | Optimal                    |
| NC State Plane X (easting):                      | 1518323.662                |
| NC State Plane Y (northing):                     | 401194.9826                |

| BMP Inset Table<br>Infiltration Trench - Field 4 |                            |
|--------------------------------------------------|----------------------------|
| Project Name:                                    | Huntersville Athletic Park |
| Sequence ID:                                     | 1                          |
| Surface Area (sq. ft.):                          | 2506                       |
| Drainage Area (acres):                           | 0.71                       |
| Land Use/Development Type:                       | Recreation                 |
| Percent Built-Up Area:                           | 100%                       |
| Trench Length (ft.):                             | 627                        |
| Trench Height (ft.):                             | 7.1                        |
| Trench Width (ft.):                              | 4                          |
| Flow Diverter Present (Y/N):                     | N                          |
| Regulated By:                                    | LID Huntersville           |
| Treatment Effectiveness:                         | Optimal                    |
| NC State Plane X (easting):                      | 1518360.553                |
| NC State Plane Y (northing):                     | 401313.6362                |

Channel protection elevations are incorrect as they were not modeled. Since 1-year storm is below the office, the site still meets the ordinance.

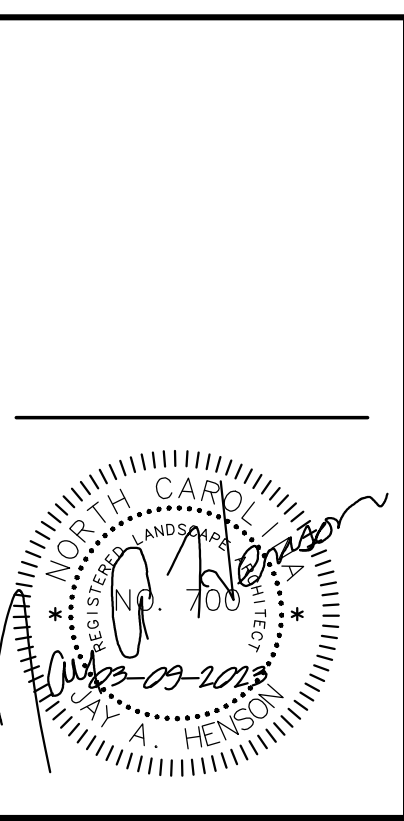


Plan Sheet Is Part Of The Overall  
Approval As Of The Following Date  
03/31/2023

BMP CONSTRUCTION SEQUENCE NOTES

- CALL THE WATER QUALITY INSPECTOR TO SET UP A BMP PRE-CONSTRUCTION MEETING PRIOR TO STARTING ANY WORK ON BMPs. THIS MEETING SHOULD TAKE PLACE AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY BMP AND SHALL INCLUDE THE DESIGN ENGINEER TO ENSURE ENGINEER INSPECTIONS ARE PERFORMED AT KEY BMP INSTALLATION PHASES.
- THE DESIGN ENGINEER MUST VERIFY AND CERTIFY THE DRAINAGE AREA IS PROPERLY STABILIZED; MEASURES ARE IN PLACE TO PREVENT SEDIMENTATION INTO THE BMP, THE STORM DRAINS, INLETS AND PAVEMENT HAVE BEEN PROPERLY CLEANED PRIOR TO COMMENCEMENT OF BMP CONSTRUCTION.
- ADDITIONAL MEASURES, TO ENSURE PROPER CONSTRUCTION AND OPERATION OF THE BMP, MAY BE REQUIRED BY THE WATER QUALITY INSPECTOR.
- A DOUBLE-RINGED INFILTROMETER TEST (ASTM D 3385), OF THE BOTTOM OF THE SAND FILTER, MUST BE SUBMITTED TO THE WATER QUALITY INSPECTOR PRIOR TO THE INSTALLATION OF THE UNDERDRAIN SYSTEM.
- THE RESULTS OF THE DOUBLE-RINGED INFILTROMETER TEST MUST SHOW INFILTRATION CAPABILITIES, CONFIRMED BY THE DESIGN ENGINEER, AND SUBMITTED FOR BMP AS-BUILT APPROVAL.

**HensonFoley**  
Landscape Architecture | Civil Engineering  
121 Gilead, Huntersville, NC 28078  
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com  
NC ENGINEERING BOARD LICENSE #: C-3781  
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399



**HUNTERSVILLE ATHLETIC PARK**  
PIN # 01742110  
11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078  
**BMP DETAILS**

| REVISIONS:                 |  |
|----------------------------|--|
| 2023/03/09 - TOWN COMMENTS |  |
|                            |  |
|                            |  |
|                            |  |
|                            |  |
|                            |  |
|                            |  |
|                            |  |
|                            |  |
|                            |  |

|                      |               |
|----------------------|---------------|
| C06 SITE DETAILS.DWG |               |
| PROJECT NUMBER:      | 222039        |
| DATE: 02/03/2023     | DRAWN BY: HFI |
| C09                  | 9             |
| SHEET                | OF            |



Storm Drainage and Erosion Control Calculations for:

## Huntersville Athletic Parks

11836 Verhoeff Drive  
Huntersville, NC 28078



**Plan Sheet Is Part Of The Overall  
Approval As Of The Following Date  
03/31/2023**

Prepared by:



HensonFoley  
121 Gilead Road  
Huntersville, NC 28078  
704-875-1615 p  
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NC Board of Landscape Architects C-399

[jay@hensonfoley.com](mailto:jay@hensonfoley.com)



March 2023

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## Narrative

### **Existing Conditions**

The existing site consists of 4 baseball fields (2 with synthetic turf infields), multipurpose fields, playgrounds and a recreation center with associated parking. Stormwater generally flows to the Southeast of the site to an existing stream that eventually flows into Torrence Creek. The site is composed of mainly Hydrologic Group D soil with some Group C soils.

### **Proposed Conditions**

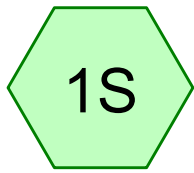
The project proposes to convert the 2 baseball fields that currently have dirt and grass infields to synthetic turf. The existing turf fields will also be updated by removing the existing synthetic turf and installing new.

### **Erosion Control**

Enhanced erosion control shall be used on this site. The main control measure for sediment runoff will be the installation of a ring filter in the existing pond forebay, inlet protection for all existing inlets affected by construction, and high hazard silt fencing. Additional measures will consist of construction entrances, tree save fencing and silt fence outlets.

### **Storm Water Detention, Water Quality/Channel Protection**

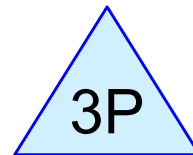
Water quality/channel protection will be provided by an infiltration trench for each new synthetic turf infield.



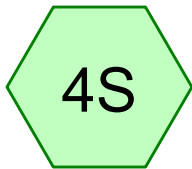
Pre Field 3



Post Field 3



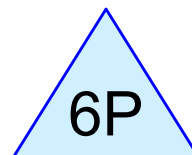
Field 3 Trench



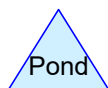
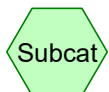
Pre Field 4



Post Field 4



Field 4 Trench



**Routing Diagram for 222039 - Infiltration Trench**

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## **222039 - Infiltration Trench**

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### **Project Notes**

Rainfall events imported from "218082-Thrive Detention.hcp"

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### Rainfall Events Listing (selected events)

| Event# | Event Name | Storm Type    | Curve | Mode    | Duration (hours) | B/B | Depth (inches) | AMC |
|--------|------------|---------------|-------|---------|------------------|-----|----------------|-----|
| 1      | 1-Year     | Type II 24-hr |       | Default | 24.00            | 1   | 2.58           | 2   |
| 2      | 2-Year     | Type II 24-hr |       | Default | 24.00            | 1   | 3.12           | 2   |
| 3      | 10-Year    | Type II 24-hr |       | Default | 24.00            | 1   | 4.80           | 2   |
| 4      | 25-Year    | Type II 24-hr |       | Default | 24.00            | 1   | 5.76           | 2   |
| 5      | 50-Year    | Type II 24-hr |       | Default | 24.00            | 1   | 6.48           | 2   |

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### Area Listing (selected nodes)

| Area<br>(acres) | CN        | Description<br>(subcatchment-numbers) |
|-----------------|-----------|---------------------------------------|
| 1.341           | 98        | Impervious (2S, 5S)                   |
| 1.341           | 77        | Woods, Good, HSG D (1S, 4S)           |
| <b>2.682</b>    | <b>88</b> | <b>TOTAL AREA</b>                     |



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### Soil Listing (selected nodes)

| Area<br>(acres) | Soil<br>Group | Subcatchment<br>Numbers |
|-----------------|---------------|-------------------------|
| 0.000           | HSG A         |                         |
| 0.000           | HSG B         |                         |
| 0.000           | HSG C         |                         |
| 1.341           | HSG D         | 1S, 4S                  |
| 1.341           | Other         | 2S, 5S                  |
| <b>2.682</b>    |               | <b>TOTAL AREA</b>       |

## 222039 - Infiltration Trench

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### Ground Covers (selected nodes)

| HSG-A<br>(acres) | HSG-B<br>(acres) | HSG-C<br>(acres) | HSG-D<br>(acres) | Other<br>(acres) | Total<br>(acres) | Ground<br>Cover   | Subcatchment<br>Numbers |
|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------------|
| 0.000            | 0.000            | 0.000            | 0.000            | 1.341            | 1.341            | Impervious        | 2S, 5S                  |
| 0.000            | 0.000            | 0.000            | 1.341            | 0.000            | 1.341            | Woods, Good       | 1S, 4S                  |
| <b>0.000</b>     | <b>0.000</b>     | <b>0.000</b>     | <b>1.341</b>     | <b>1.341</b>     | <b>2.682</b>     | <b>TOTAL AREA</b> |                         |

## 222039 - Infiltration Trench

Type II 24-hr 1-Year Rainfall=2.58"

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Time span=0.00-60.00 hrs, dt=0.01 hrs, 6001 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment1S: Pre Field 3** Runoff Area=27,541 sf 0.00% Impervious Runoff Depth=0.79"  
Flow Length=80' Slope=0.0200 '/' Tc=18.2 min CN=77 Runoff=0.55 cfs 0.042 af

**Subcatchment2S: Post Field 3** Runoff Area=27,541 sf 100.00% Impervious Runoff Depth=2.35"  
Tc=5.0 min CN=98 Runoff=2.37 cfs 0.124 af

**Subcatchment4S: Pre Field 4** Runoff Area=30,871 sf 0.00% Impervious Runoff Depth=0.79"  
Flow Length=85' Slope=0.0200 '/' Tc=19.1 min CN=77 Runoff=0.60 cfs 0.047 af

**Subcatchment5S: Post Field 4** Runoff Area=30,871 sf 100.00% Impervious Runoff Depth=2.35"  
Tc=5.0 min CN=98 Runoff=2.65 cfs 0.139 af

**Pond 3P: Field 3 Trench** Peak Elev=777.34' Storage=2,208 cf Inflow=2.37 cfs 0.124 af  
Discarded=0.23 cfs 0.124 af Primary=0.00 cfs 0.000 af Outflow=0.23 cfs 0.124 af

**Pond 6P: Field 4 Trench** Peak Elev=775.46' Storage=2,692 cf Inflow=2.65 cfs 0.139 af  
Discarded=0.22 cfs 0.139 af Primary=0.00 cfs 0.000 af Outflow=0.22 cfs 0.139 af

**Total Runoff Area = 2.682 ac Runoff Volume = 0.351 af Average Runoff Depth = 1.57"**  
**50.00% Pervious = 1.341 ac 50.00% Impervious = 1.341 ac**

**222039 - Infiltration Trench**

Type II 24-hr 1-Year Rainfall=2.58"

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**Summary for Subcatchment 1S: Pre Field 3**

Runoff = 0.55 cfs @ 12.12 hrs, Volume= 0.042 af, Depth= 0.79"

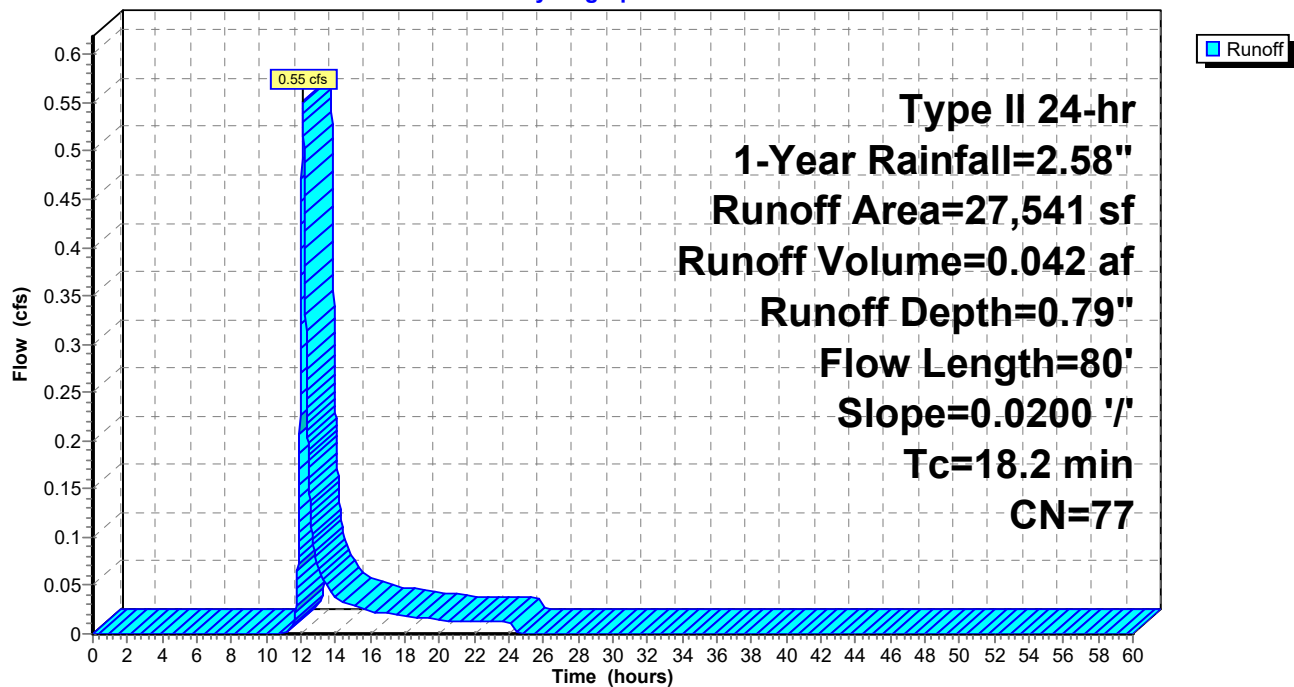
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 1-Year Rainfall=2.58"

| Area (sf) | CN | Description           |
|-----------|----|-----------------------|
| 27,541    | 77 | Woods, Good, HSG D    |
| 27,541    |    | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description                                                      |
|----------|---------------|---------------|-------------------|----------------|------------------------------------------------------------------|
| 18.2     | 80            | 0.0200        | 0.07              |                | <b>Sheet Flow,</b><br>Woods: Light underbrush n= 0.400 P2= 3.12" |

**Subcatchment 1S: Pre Field 3**

Hydrograph



## 222039 - Infiltration Trench

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Type II 24-hr 1-Year Rainfall=2.58"

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### Summary for Subcatchment 2S: Post Field 3

Runoff = 2.37 cfs @ 11.96 hrs, Volume= 0.124 af, Depth= 2.35"

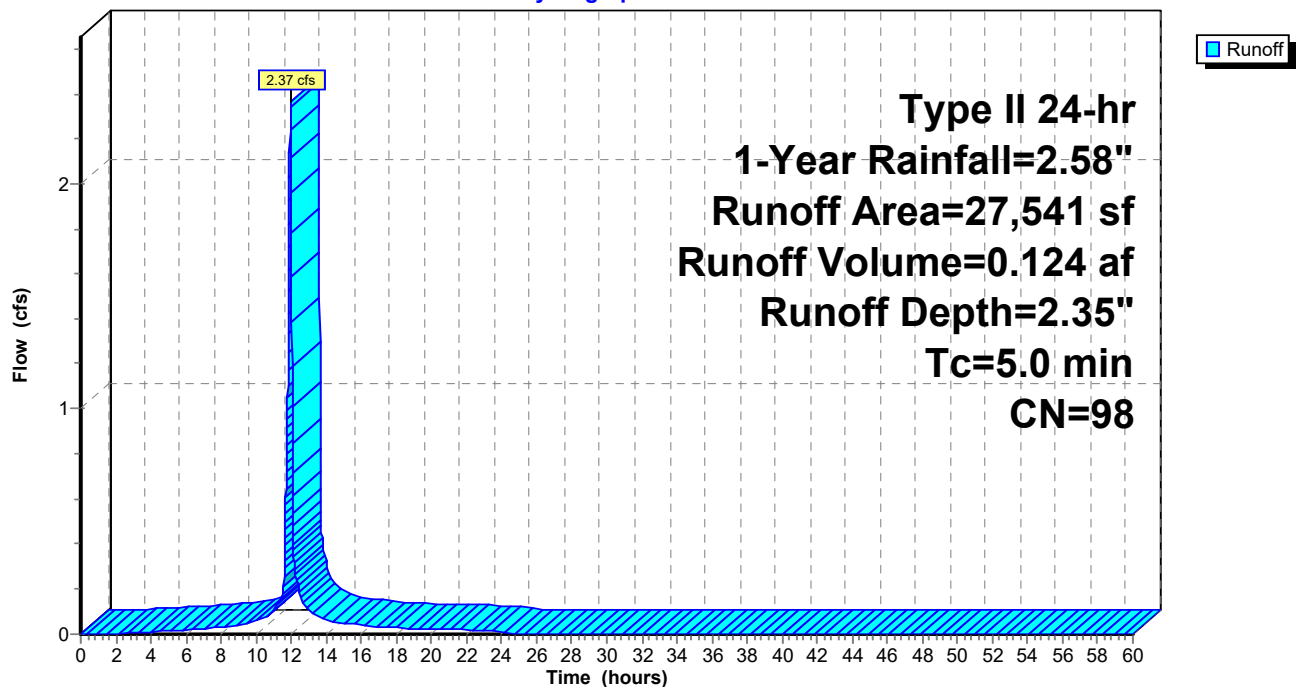
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 1-Year Rainfall=2.58"

|   | Area (sf) | CN | Description             |
|---|-----------|----|-------------------------|
| * | 27,541    | 98 | Impervious              |
|   | 27,541    |    | 100.00% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 5.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 2S: Post Field 3

Hydrograph



**222039 - Infiltration Trench**

Type II 24-hr 1-Year Rainfall=2.58"

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**Summary for Subcatchment 4S: Pre Field 4**

Runoff = 0.60 cfs @ 12.13 hrs, Volume= 0.047 af, Depth= 0.79"

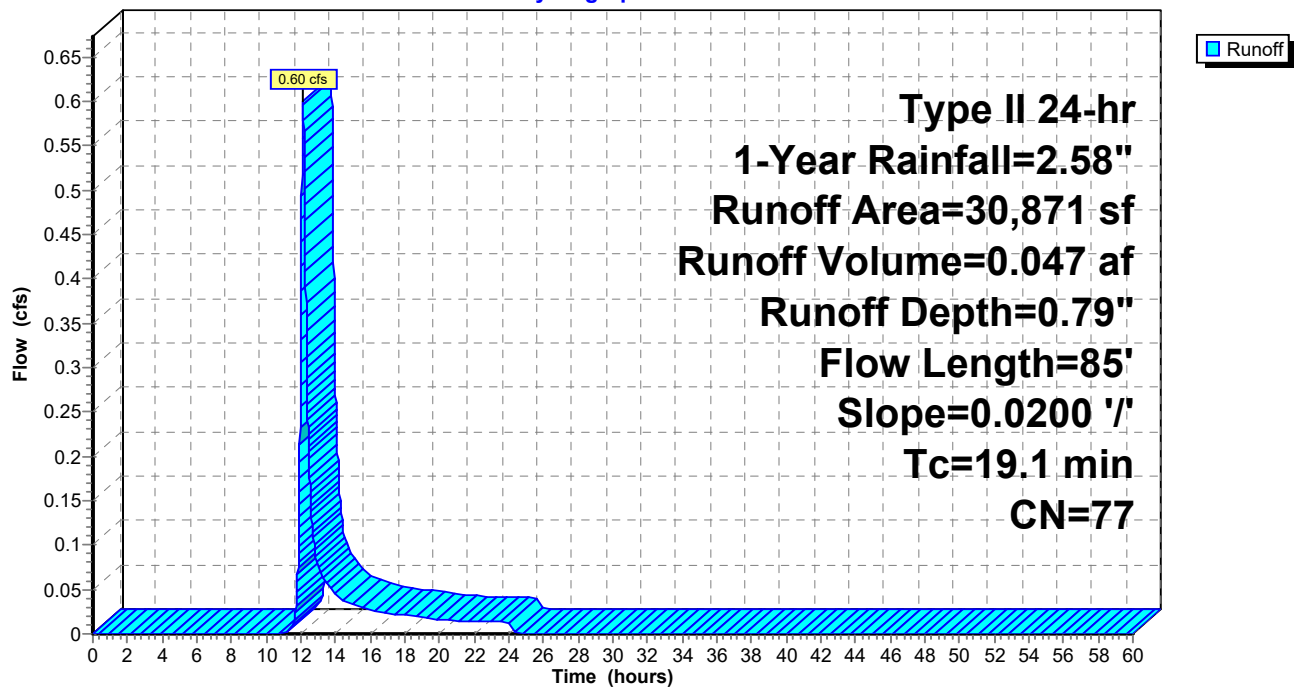
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 1-Year Rainfall=2.58"

| Area (sf) | CN | Description           |
|-----------|----|-----------------------|
| 30,871    | 77 | Woods, Good, HSG D    |
| 30,871    |    | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description                                                      |
|----------|---------------|---------------|-------------------|----------------|------------------------------------------------------------------|
| 19.1     | 85            | 0.0200        | 0.07              |                | <b>Sheet Flow,</b><br>Woods: Light underbrush n= 0.400 P2= 3.12" |

**Subcatchment 4S: Pre Field 4**

Hydrograph



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Type II 24-hr 1-Year Rainfall=2.58"

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### Summary for Subcatchment 5S: Post Field 4

Runoff = 2.65 cfs @ 11.96 hrs, Volume= 0.139 af, Depth= 2.35"

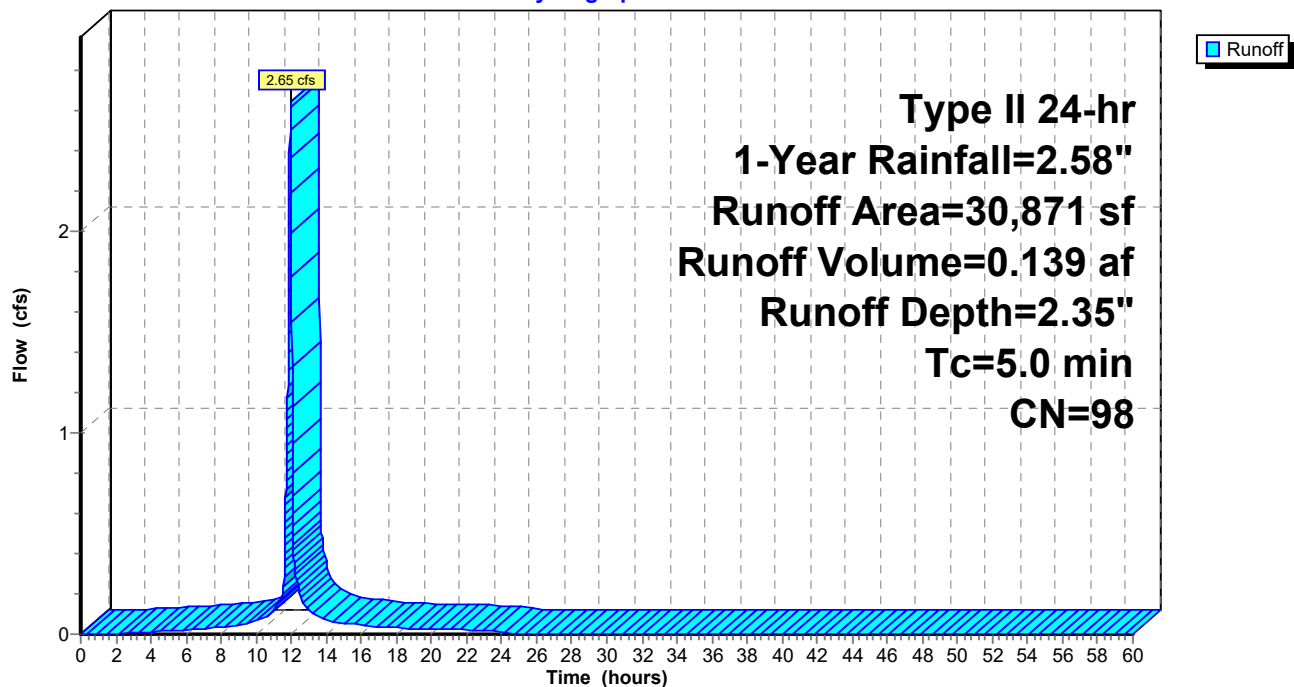
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 1-Year Rainfall=2.58"

|   | Area (sf) | CN | Description             |
|---|-----------|----|-------------------------|
| * | 30,871    | 98 | Impervious              |
|   | 30,871    |    | 100.00% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 5.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 5S: Post Field 4

Hydrograph



**222039 - Infiltration Trench**

Type II 24-hr 1-Year Rainfall=2.58"

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**Summary for Pond 3P: Field 3 Trench**

Inflow Area = 0.632 ac, 100.00% Impervious, Inflow Depth = 2.35" for 1-Year event  
 Inflow = 2.37 cfs @ 11.96 hrs, Volume= 0.124 af  
 Outflow = 0.23 cfs @ 12.33 hrs, Volume= 0.124 af, Atten= 90%, Lag= 22.7 min  
 Discarded = 0.23 cfs @ 12.33 hrs, Volume= 0.124 af  
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
 Peak Elev= 777.34' @ 12.33 hrs Surf.Area= 2,357 sf Storage= 2,208 cf

Plug-Flow detention time= 92.0 min calculated for 0.124 af (100% of inflow)  
 Center-of-Mass det. time= 92.0 min ( 848.4 - 756.4 )

| Volume | Invert  | Avail.Storage | Storage Description                                                                           |
|--------|---------|---------------|-----------------------------------------------------------------------------------------------|
| #1     | 775.00' | 6,468 cf      | <b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)<br>16,169 cf Overall x 40.0% Voids |

| Elevation<br>(feet) | Surf.Area<br>(sq-ft) | Inc.Store<br>(cubic-feet) | Cum.Store<br>(cubic-feet) |
|---------------------|----------------------|---------------------------|---------------------------|
| 775.00              | 2,357                | 0                         | 0                         |
| 781.86              | 2,357                | 16,169                    | 16,169                    |

| Device | Routing   | Invert  | Outlet Devices                                                                                       |
|--------|-----------|---------|------------------------------------------------------------------------------------------------------|
| #1     | Discarded | 775.00' | <b>1.270 in/hr Exfiltration over Surface area</b><br>Conductivity to Groundwater Elevation = 774.00' |
| #2     | Primary   | 777.50' | <b>8.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads                           |

**Discarded OutFlow** Max=0.23 cfs @ 12.33 hrs HW=777.34' (Free Discharge)

↑ **1=Exfiltration** ( Controls 0.23 cfs)

**Primary OutFlow** Max=0.00 cfs @ 0.00 hrs HW=775.00' (Free Discharge)

↑ **2=Orifice/Grate** ( Controls 0.00 cfs)



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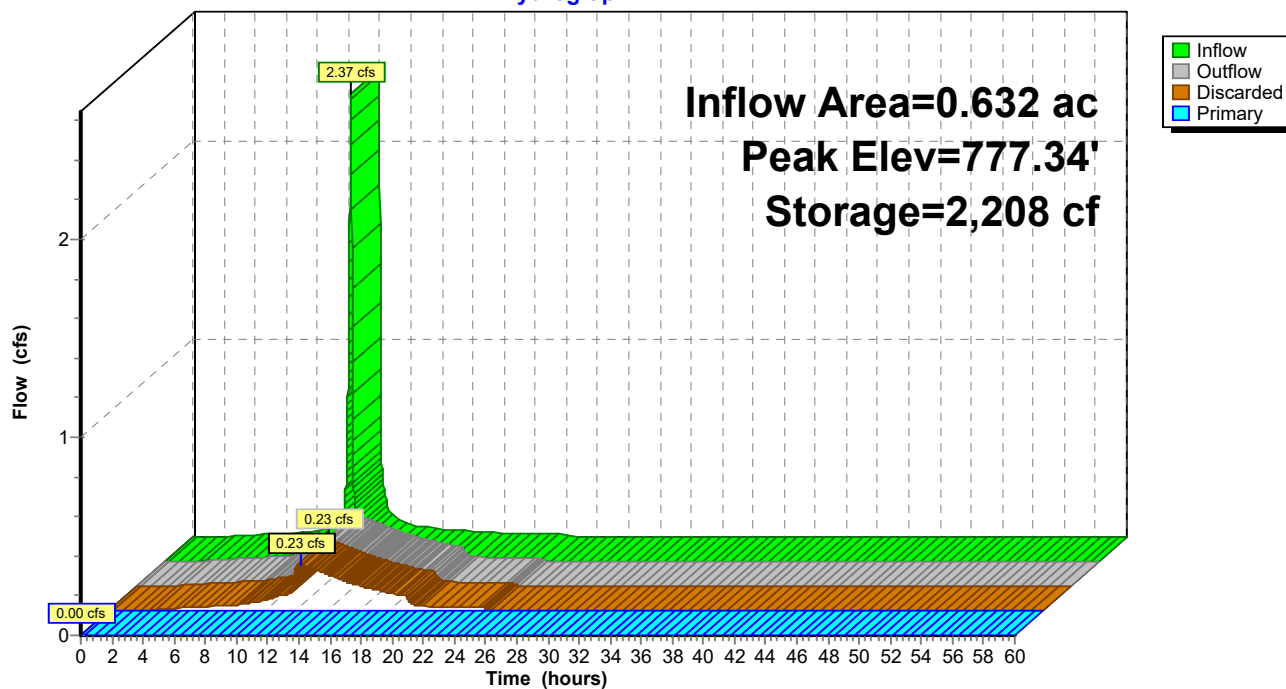
Type II 24-hr 1-Year Rainfall=2.58"

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### Pond 3P: Field 3 Trench

Hydrograph



**222039 - Infiltration Trench**

Type II 24-hr 1-Year Rainfall=2.58"

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**Summary for Pond 6P: Field 4 Trench**

Inflow Area = 0.709 ac, 100.00% Impervious, Inflow Depth = 2.35" for 1-Year event  
 Inflow = 2.65 cfs @ 11.96 hrs, Volume= 0.139 af  
 Outflow = 0.22 cfs @ 12.42 hrs, Volume= 0.139 af, Atten= 92%, Lag= 27.9 min  
 Discarded = 0.22 cfs @ 12.42 hrs, Volume= 0.139 af  
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
 Peak Elev= 775.46' @ 12.42 hrs Surf.Area= 2,506 sf Storage= 2,692 cf

Plug-Flow detention time= 131.3 min calculated for 0.139 af (100% of inflow)  
 Center-of-Mass det. time= 131.2 min ( 887.7 - 756.4 )

| Volume | Invert  | Avail.Storage | Storage Description                                                                           |
|--------|---------|---------------|-----------------------------------------------------------------------------------------------|
| #1     | 772.77' | 7,117 cf      | <b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)<br>17,793 cf Overall x 40.0% Voids |

| Elevation<br>(feet) | Surf.Area<br>(sq-ft) | Inc.Store<br>(cubic-feet) | Cum.Store<br>(cubic-feet) |
|---------------------|----------------------|---------------------------|---------------------------|
| 772.77              | 2,506                | 0                         | 0                         |
| 779.87              | 2,506                | 17,793                    | 17,793                    |

| Device | Routing   | Invert  | Outlet Devices                                                                                       |
|--------|-----------|---------|------------------------------------------------------------------------------------------------------|
| #1     | Discarded | 772.77' | <b>0.860 in/hr Exfiltration over Surface area</b><br>Conductivity to Groundwater Elevation = 772.00' |
| #2     | Primary   | 775.57' | <b>8.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads                           |

**Discarded OutFlow** Max=0.22 cfs @ 12.42 hrs HW=775.46' (Free Discharge)

↑ **1=Exfiltration** ( Controls 0.22 cfs)

**Primary OutFlow** Max=0.00 cfs @ 0.00 hrs HW=772.77' (Free Discharge)

↑ **2=Orifice/Grate** ( Controls 0.00 cfs)

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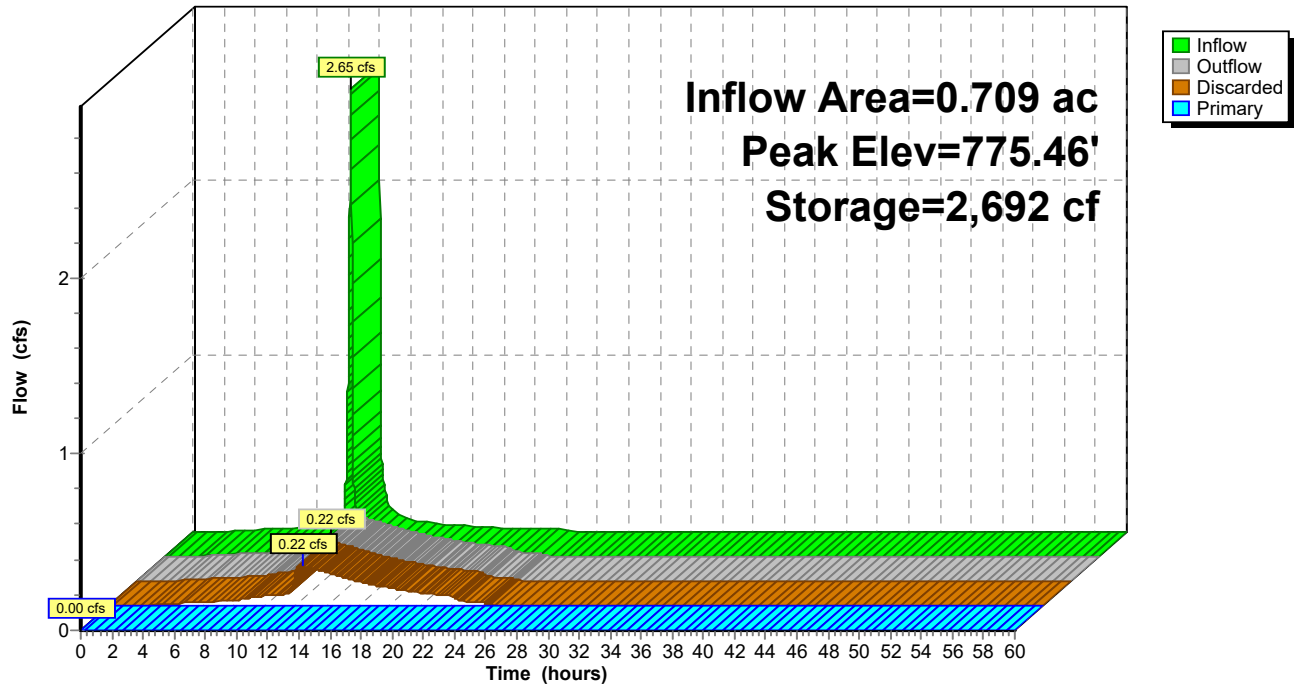
Type II 24-hr 1-Year Rainfall=2.58"

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### Pond 6P: Field 4 Trench

Hydrograph



**222039 - Infiltration Trench***Type II 24-hr 2-Year Rainfall=3.12"*

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Time span=0.00-60.00 hrs, dt=0.01 hrs, 6001 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment1S: Pre Field 3**Runoff Area=27,541 sf 0.00% Impervious Runoff Depth=1.15"  
Flow Length=80' Slope=0.0200 '/' Tc=18.2 min CN=77 Runoff=0.83 cfs 0.061 af**Subcatchment2S: Post Field 3**Runoff Area=27,541 sf 100.00% Impervious Runoff Depth=2.89"  
Tc=5.0 min CN=98 Runoff=2.88 cfs 0.152 af**Subcatchment4S: Pre Field 4**Runoff Area=30,871 sf 0.00% Impervious Runoff Depth=1.15"  
Flow Length=85' Slope=0.0200 '/' Tc=19.1 min CN=77 Runoff=0.91 cfs 0.068 af**Subcatchment5S: Post Field 4**Runoff Area=30,871 sf 100.00% Impervious Runoff Depth=2.89"  
Tc=5.0 min CN=98 Runoff=3.22 cfs 0.171 af**Pond 3P: Field 3 Trench**Peak Elev=777.80' Storage=2,640 cf Inflow=2.88 cfs 0.152 af  
Discarded=0.26 cfs 0.145 af Primary=0.29 cfs 0.007 af Outflow=0.55 cfs 0.152 af**Pond 6P: Field 4 Trench**Peak Elev=775.92' Storage=3,162 cf Inflow=3.22 cfs 0.171 af  
Discarded=0.25 cfs 0.160 af Primary=0.38 cfs 0.011 af Outflow=0.64 cfs 0.171 af**Total Runoff Area = 2.682 ac Runoff Volume = 0.452 af Average Runoff Depth = 2.02"**  
**50.00% Pervious = 1.341 ac 50.00% Impervious = 1.341 ac**

## 222039 - Infiltration Trench

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Type II 24-hr 2-Year Rainfall=3.12"

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### Summary for Subcatchment 1S: Pre Field 3

Runoff = 0.83 cfs @ 12.11 hrs, Volume= 0.061 af, Depth= 1.15"

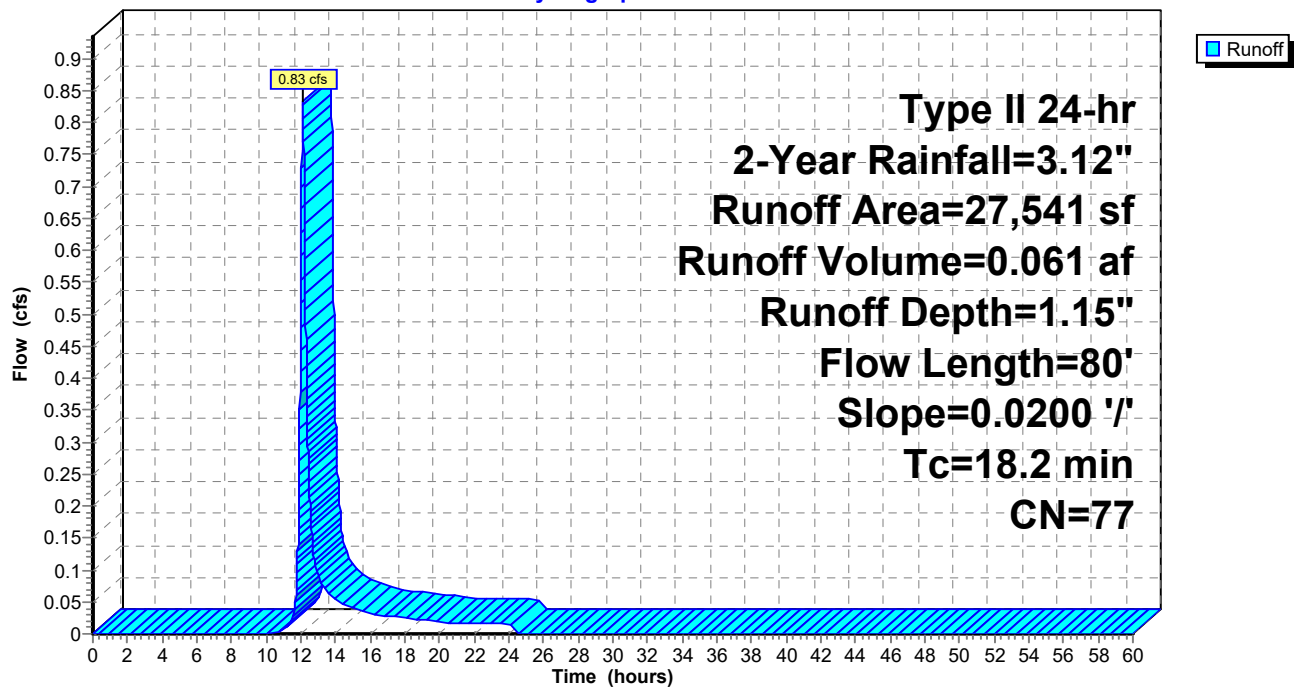
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 2-Year Rainfall=3.12"

| Area (sf) | CN | Description           |
|-----------|----|-----------------------|
| 27,541    | 77 | Woods, Good, HSG D    |
| 27,541    |    | 100.00% Pervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description                                                      |
|-------------|------------------|------------------|----------------------|-------------------|------------------------------------------------------------------|
| 18.2        | 80               | 0.0200           | 0.07                 |                   | <b>Sheet Flow,</b><br>Woods: Light underbrush n= 0.400 P2= 3.12" |

### Subcatchment 1S: Pre Field 3

Hydrograph



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Type II 24-hr 2-Year Rainfall=3.12"

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### Summary for Subcatchment 2S: Post Field 3

Runoff = 2.88 cfs @ 11.96 hrs, Volume= 0.152 af, Depth= 2.89"

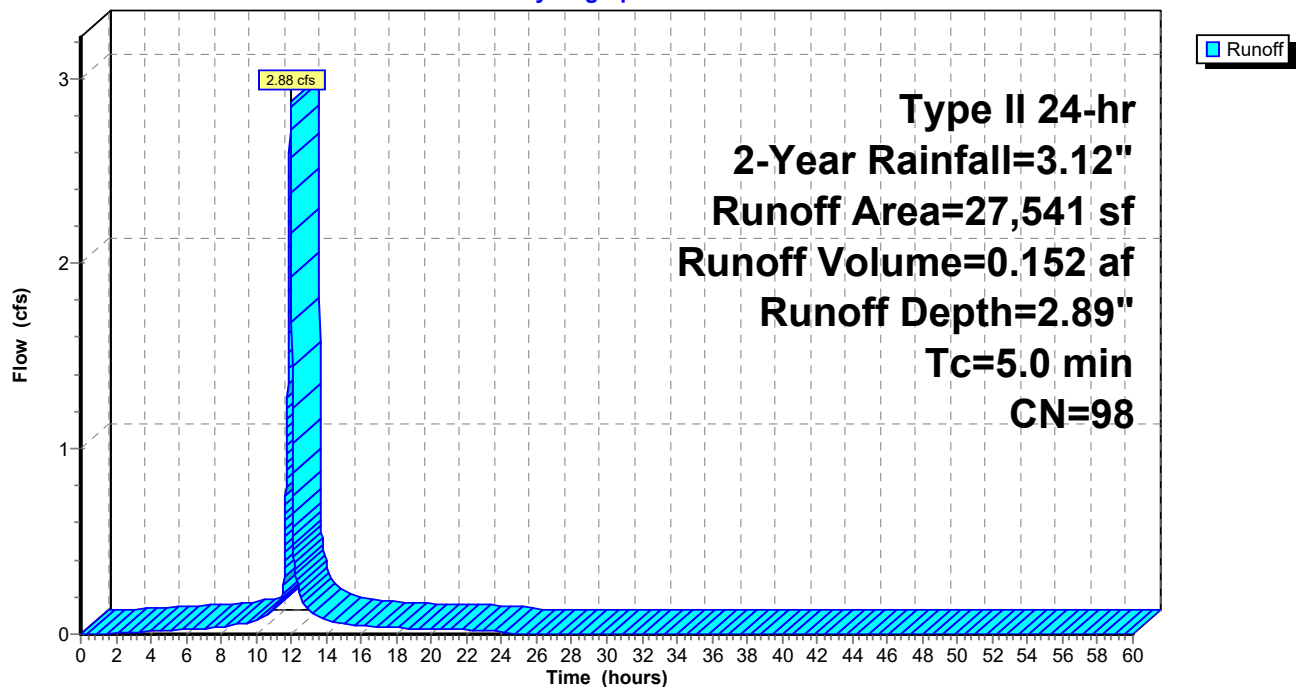
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 2-Year Rainfall=3.12"

|   | Area (sf) | CN | Description             |
|---|-----------|----|-------------------------|
| * | 27,541    | 98 | Impervious              |
|   | 27,541    |    | 100.00% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 5.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 2S: Post Field 3

Hydrograph



## 222039 - Infiltration Trench

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Type II 24-hr 2-Year Rainfall=3.12"

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### Summary for Subcatchment 4S: Pre Field 4

Runoff = 0.91 cfs @ 12.12 hrs, Volume= 0.068 af, Depth= 1.15"

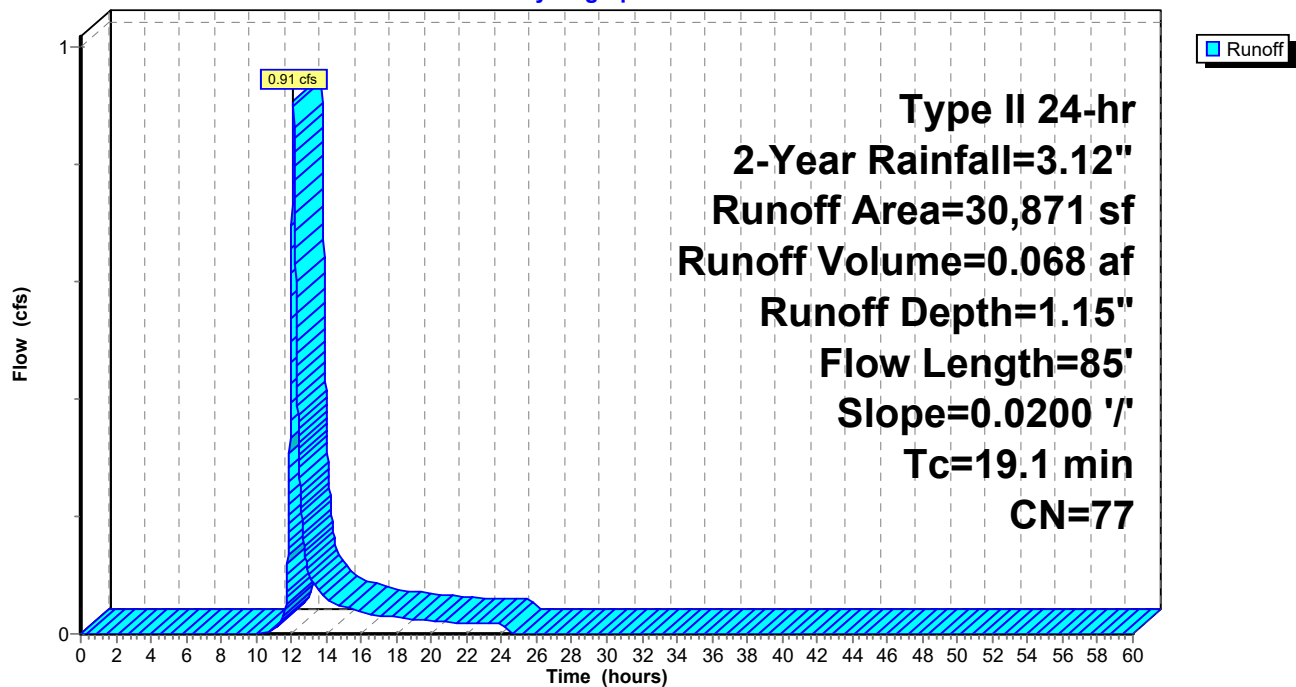
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 2-Year Rainfall=3.12"

| Area (sf) | CN | Description           |
|-----------|----|-----------------------|
| 30,871    | 77 | Woods, Good, HSG D    |
| 30,871    |    | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description                                                      |
|----------|---------------|---------------|-------------------|----------------|------------------------------------------------------------------|
| 19.1     | 85            | 0.0200        | 0.07              |                | <b>Sheet Flow,</b><br>Woods: Light underbrush n= 0.400 P2= 3.12" |

### Subcatchment 4S: Pre Field 4

Hydrograph



## 222039 - Infiltration Trench

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Type II 24-hr 2-Year Rainfall=3.12"

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### Summary for Subcatchment 5S: Post Field 4

Runoff = 3.22 cfs @ 11.96 hrs, Volume= 0.171 af, Depth= 2.89"

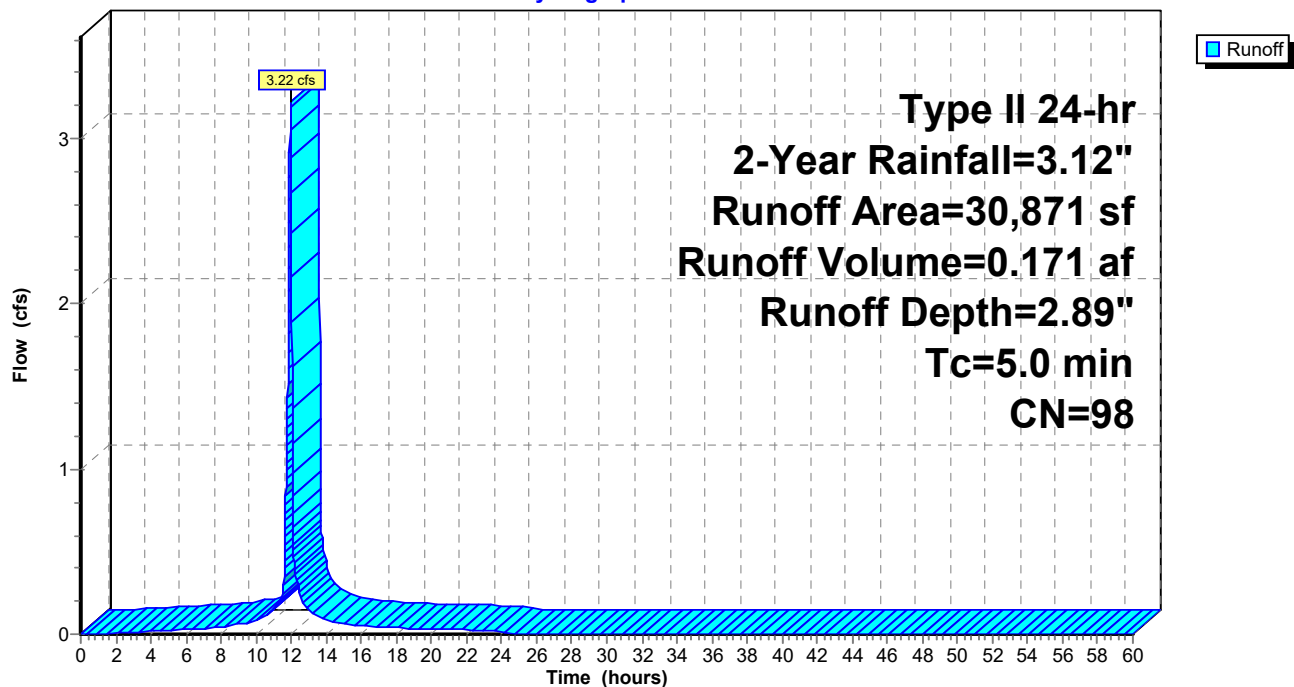
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 2-Year Rainfall=3.12"

|   | Area (sf) | CN | Description             |
|---|-----------|----|-------------------------|
| * | 30,871    | 98 | Impervious              |
|   | 30,871    |    | 100.00% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 5.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 5S: Post Field 4

Hydrograph





**222039 - Infiltration Trench**

Type II 24-hr 2-Year Rainfall=3.12"

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**Summary for Pond 3P: Field 3 Trench**

Inflow Area = 0.632 ac, 100.00% Impervious, Inflow Depth = 2.89" for 2-Year event  
 Inflow = 2.88 cfs @ 11.96 hrs, Volume= 0.152 af  
 Outflow = 0.55 cfs @ 12.11 hrs, Volume= 0.152 af, Atten= 81%, Lag= 9.0 min  
 Discarded = 0.26 cfs @ 12.11 hrs, Volume= 0.145 af  
 Primary = 0.29 cfs @ 12.11 hrs, Volume= 0.007 af

Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
 Peak Elev= 777.80' @ 12.11 hrs Surf.Area= 2,357 sf Storage= 2,640 cf

Plug-Flow detention time= 92.6 min calculated for 0.152 af (100% of inflow)  
 Center-of-Mass det. time= 92.6 min ( 844.7 - 752.1 )

| Volume | Invert  | Avail.Storage | Storage Description                                                                           |
|--------|---------|---------------|-----------------------------------------------------------------------------------------------|
| #1     | 775.00' | 6,468 cf      | <b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)<br>16,169 cf Overall x 40.0% Voids |

| Elevation<br>(feet) | Surf.Area<br>(sq-ft) | Inc.Store<br>(cubic-feet) | Cum.Store<br>(cubic-feet) |
|---------------------|----------------------|---------------------------|---------------------------|
| 775.00              | 2,357                | 0                         | 0                         |
| 781.86              | 2,357                | 16,169                    | 16,169                    |

| Device | Routing   | Invert  | Outlet Devices                                                                                       |
|--------|-----------|---------|------------------------------------------------------------------------------------------------------|
| #1     | Discarded | 775.00' | <b>1.270 in/hr Exfiltration over Surface area</b><br>Conductivity to Groundwater Elevation = 774.00' |
| #2     | Primary   | 777.50' | <b>8.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads                           |

**Discarded OutFlow** Max=0.26 cfs @ 12.11 hrs HW=777.80' (Free Discharge)

↑ **1=Exfiltration** ( Controls 0.26 cfs)

**Primary OutFlow** Max=0.28 cfs @ 12.11 hrs HW=777.80' (Free Discharge)

↑ **2=Orifice/Grate** (Orifice Controls 0.28 cfs @ 1.86 fps)

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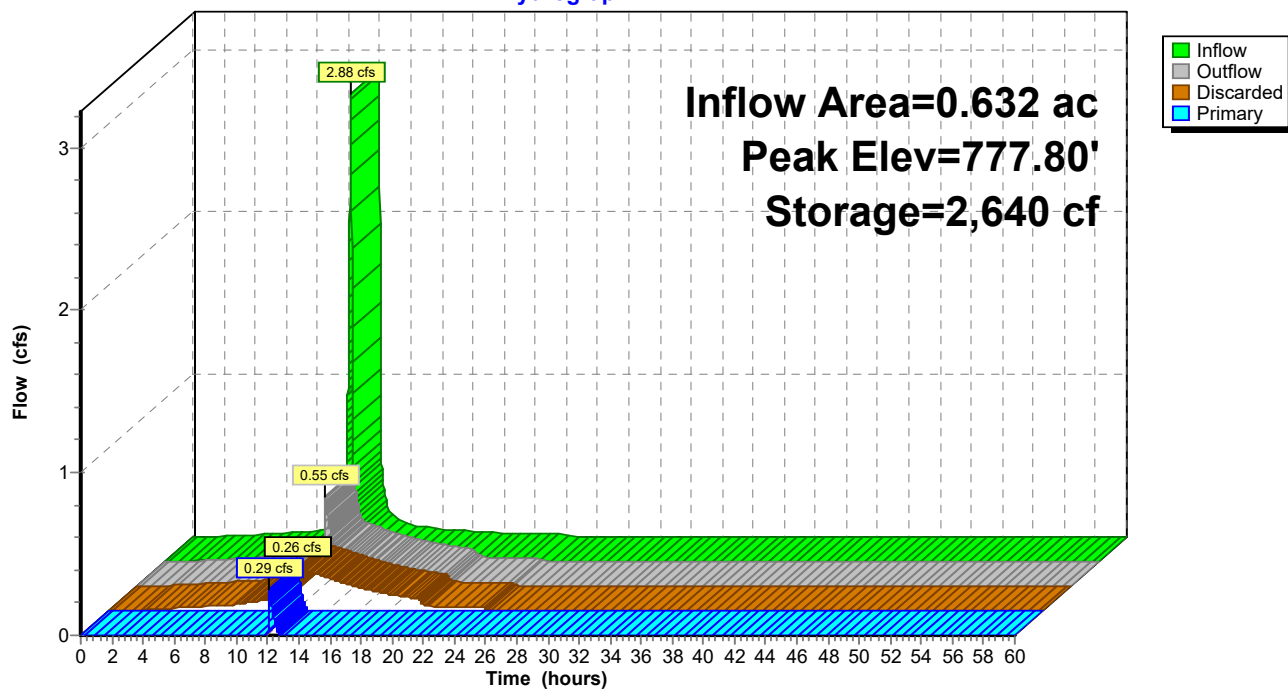
Type II 24-hr 2-Year Rainfall=3.12"

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### Pond 3P: Field 3 Trench

Hydrograph



**222039 - Infiltration Trench**

Type II 24-hr 2-Year Rainfall=3.12"

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**Summary for Pond 6P: Field 4 Trench**

Inflow Area = 0.709 ac, 100.00% Impervious, Inflow Depth = 2.89" for 2-Year event  
 Inflow = 3.22 cfs @ 11.96 hrs, Volume= 0.171 af  
 Outflow = 0.64 cfs @ 12.10 hrs, Volume= 0.171 af, Atten= 80%, Lag= 8.8 min  
 Discarded = 0.25 cfs @ 12.10 hrs, Volume= 0.160 af  
 Primary = 0.38 cfs @ 12.10 hrs, Volume= 0.011 af

Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
 Peak Elev= 775.92' @ 12.10 hrs Surf.Area= 2,506 sf Storage= 3,162 cf

Plug-Flow detention time= 128.1 min calculated for 0.171 af (100% of inflow)  
 Center-of-Mass det. time= 128.1 min ( 880.3 - 752.1 )

| Volume | Invert  | Avail.Storage | Storage Description                                                                           |
|--------|---------|---------------|-----------------------------------------------------------------------------------------------|
| #1     | 772.77' | 7,117 cf      | <b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)<br>17,793 cf Overall x 40.0% Voids |

| Elevation<br>(feet) | Surf.Area<br>(sq-ft) | Inc.Store<br>(cubic-feet) | Cum.Store<br>(cubic-feet) |
|---------------------|----------------------|---------------------------|---------------------------|
| 772.77              | 2,506                | 0                         | 0                         |
| 779.87              | 2,506                | 17,793                    | 17,793                    |

| Device | Routing   | Invert  | Outlet Devices                                                                                       |
|--------|-----------|---------|------------------------------------------------------------------------------------------------------|
| #1     | Discarded | 772.77' | <b>0.860 in/hr Exfiltration over Surface area</b><br>Conductivity to Groundwater Elevation = 772.00' |
| #2     | Primary   | 775.57' | <b>8.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads                           |

**Discarded OutFlow** Max=0.25 cfs @ 12.10 hrs HW=775.92' (Free Discharge)

↑ **1=Exfiltration** ( Controls 0.25 cfs)

**Primary OutFlow** Max=0.38 cfs @ 12.10 hrs HW=775.92' (Free Discharge)

↑ **2=Orifice/Grate** (Orifice Controls 0.38 cfs @ 2.03 fps)

## 222039 - Infiltration Trench

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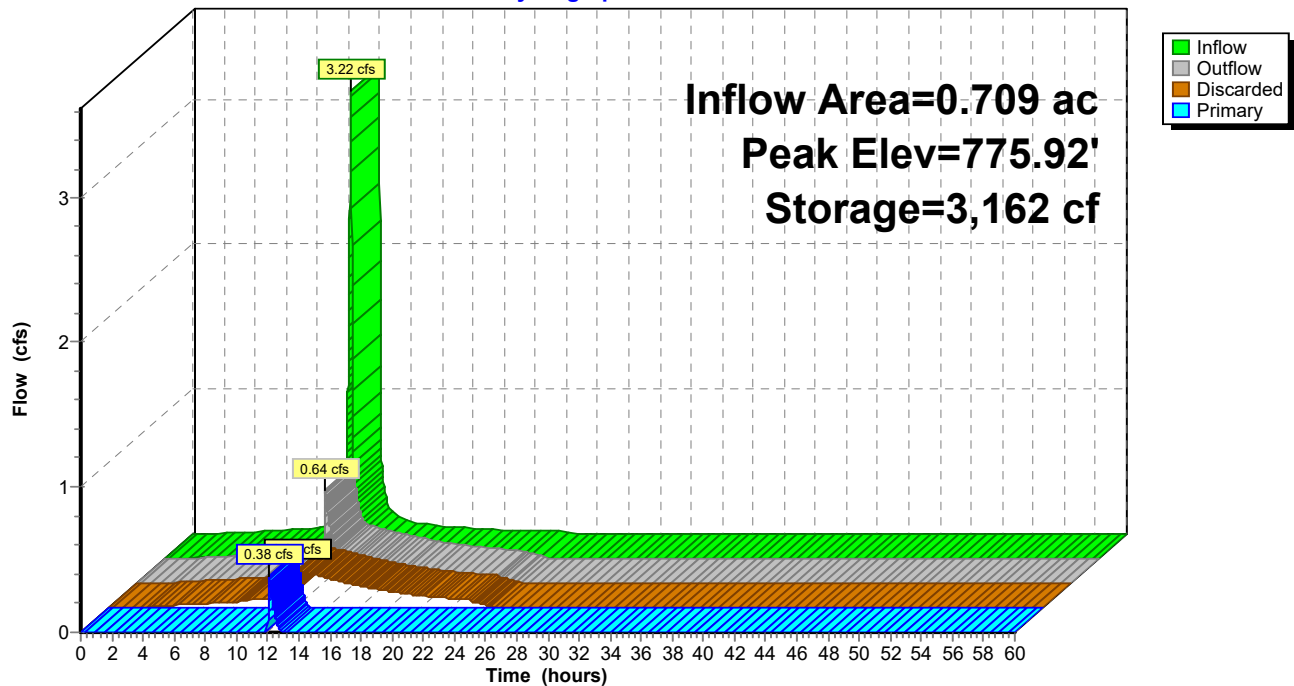
Type II 24-hr 2-Year Rainfall=3.12"

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### Pond 6P: Field 4 Trench

Hydrograph



**222039 - Infiltration Trench***Type II 24-hr 10-Year Rainfall=4.80"*

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Time span=0.00-60.00 hrs, dt=0.01 hrs, 6001 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment1S: Pre Field 3**Runoff Area=27,541 sf 0.00% Impervious Runoff Depth=2.46"  
Flow Length=80' Slope=0.0200 '/' Tc=18.2 min CN=77 Runoff=1.82 cfs 0.129 af**Subcatchment2S: Post Field 3**Runoff Area=27,541 sf 100.00% Impervious Runoff Depth=4.56"  
Tc=5.0 min CN=98 Runoff=4.46 cfs 0.240 af**Subcatchment4S: Pre Field 4**Runoff Area=30,871 sf 0.00% Impervious Runoff Depth=2.46"  
Flow Length=85' Slope=0.0200 '/' Tc=19.1 min CN=77 Runoff=1.99 cfs 0.145 af**Subcatchment5S: Post Field 4**Runoff Area=30,871 sf 100.00% Impervious Runoff Depth=4.56"  
Tc=5.0 min CN=98 Runoff=5.00 cfs 0.270 af**Pond 3P: Field 3 Trench**Peak Elev=778.88' Storage=3,656 cf Inflow=4.46 cfs 0.240 af  
Discarded=0.34 cfs 0.187 af Primary=1.72 cfs 0.053 af Outflow=2.06 cfs 0.240 af**Pond 6P: Field 4 Trench**Peak Elev=777.15' Storage=4,395 cf Inflow=5.00 cfs 0.270 af  
Discarded=0.33 cfs 0.203 af Primary=1.88 cfs 0.066 af Outflow=2.21 cfs 0.270 af**Total Runoff Area = 2.682 ac Runoff Volume = 0.784 af Average Runoff Depth = 3.51"**  
**50.00% Pervious = 1.341 ac 50.00% Impervious = 1.341 ac**

## 222039 - Infiltration Trench

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Type II 24-hr 10-Year Rainfall=4.80"

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### Summary for Subcatchment 1S: Pre Field 3

Runoff = 1.82 cfs @ 12.11 hrs, Volume= 0.129 af, Depth= 2.46"

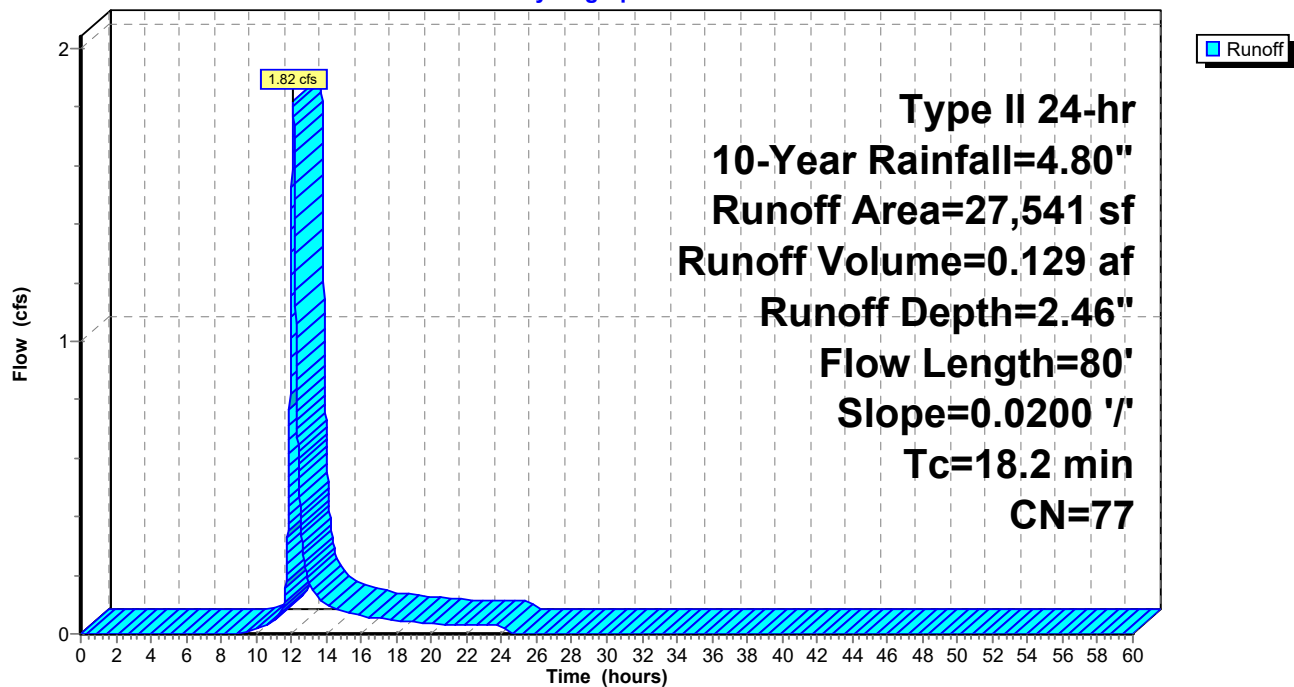
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 10-Year Rainfall=4.80"

| Area (sf) | CN | Description           |
|-----------|----|-----------------------|
| 27,541    | 77 | Woods, Good, HSG D    |
| 27,541    |    | 100.00% Pervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description                                                      |
|-------------|------------------|------------------|----------------------|-------------------|------------------------------------------------------------------|
| 18.2        | 80               | 0.0200           | 0.07                 |                   | <b>Sheet Flow,</b><br>Woods: Light underbrush n= 0.400 P2= 3.12" |

### Subcatchment 1S: Pre Field 3

Hydrograph



## 222039 - Infiltration Trench

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Type II 24-hr 10-Year Rainfall=4.80"

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### Summary for Subcatchment 2S: Post Field 3

Runoff = 4.46 cfs @ 11.96 hrs, Volume= 0.240 af, Depth= 4.56"

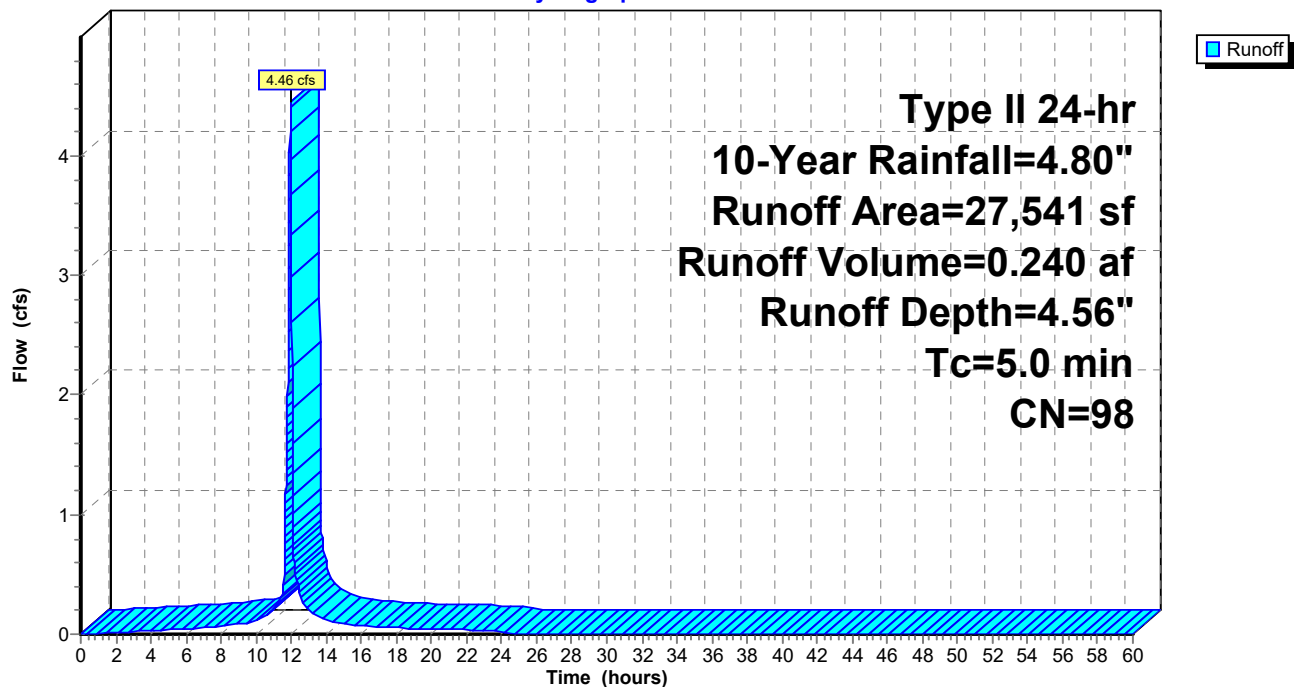
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 10-Year Rainfall=4.80"

|   | Area (sf) | CN | Description             |
|---|-----------|----|-------------------------|
| * | 27,541    | 98 | Impervious              |
|   | 27,541    |    | 100.00% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 5.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 2S: Post Field 3

Hydrograph



## 222039 - Infiltration Trench

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Type II 24-hr 10-Year Rainfall=4.80"

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### Summary for Subcatchment 4S: Pre Field 4

Runoff = 1.99 cfs @ 12.12 hrs, Volume= 0.145 af, Depth= 2.46"

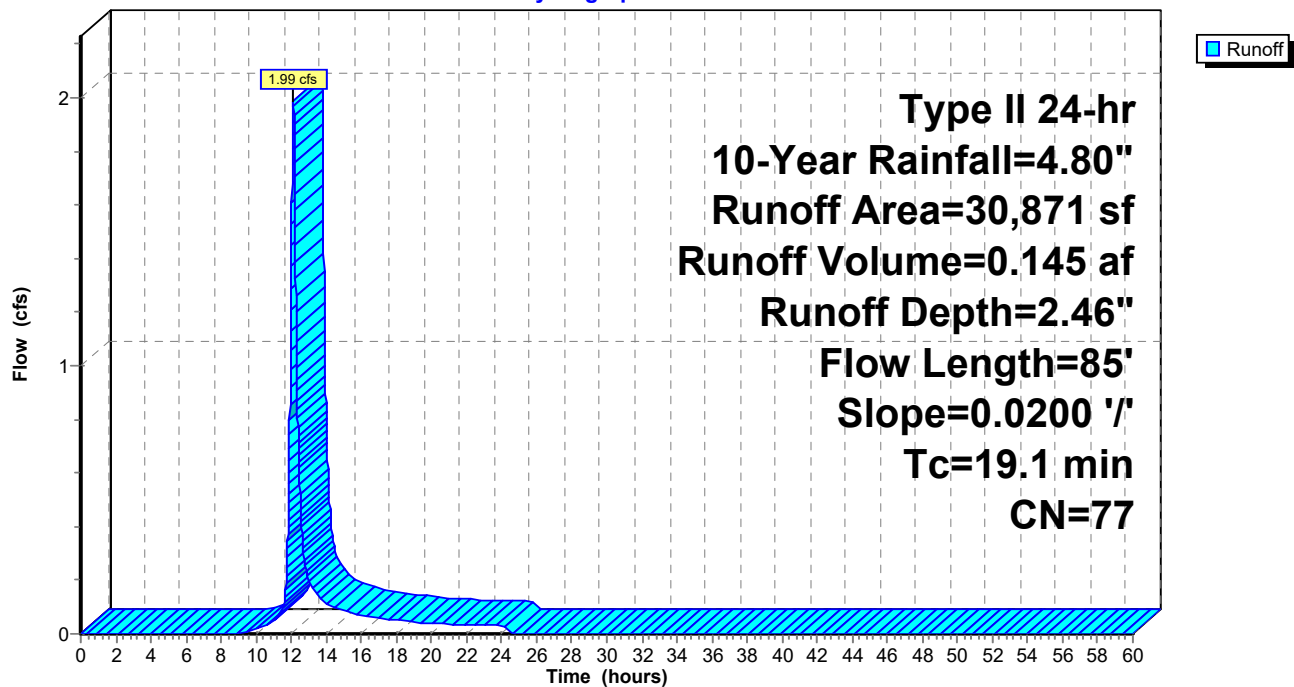
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 10-Year Rainfall=4.80"

| Area (sf) | CN | Description           |
|-----------|----|-----------------------|
| 30,871    | 77 | Woods, Good, HSG D    |
| 30,871    |    | 100.00% Pervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description                                                      |
|-------------|------------------|------------------|----------------------|-------------------|------------------------------------------------------------------|
| 19.1        | 85               | 0.0200           | 0.07                 |                   | <b>Sheet Flow,</b><br>Woods: Light underbrush n= 0.400 P2= 3.12" |

### Subcatchment 4S: Pre Field 4

Hydrograph





## 222039 - Infiltration Trench

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Type II 24-hr 10-Year Rainfall=4.80"

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### Summary for Subcatchment 5S: Post Field 4

Runoff = 5.00 cfs @ 11.96 hrs, Volume= 0.270 af, Depth= 4.56"

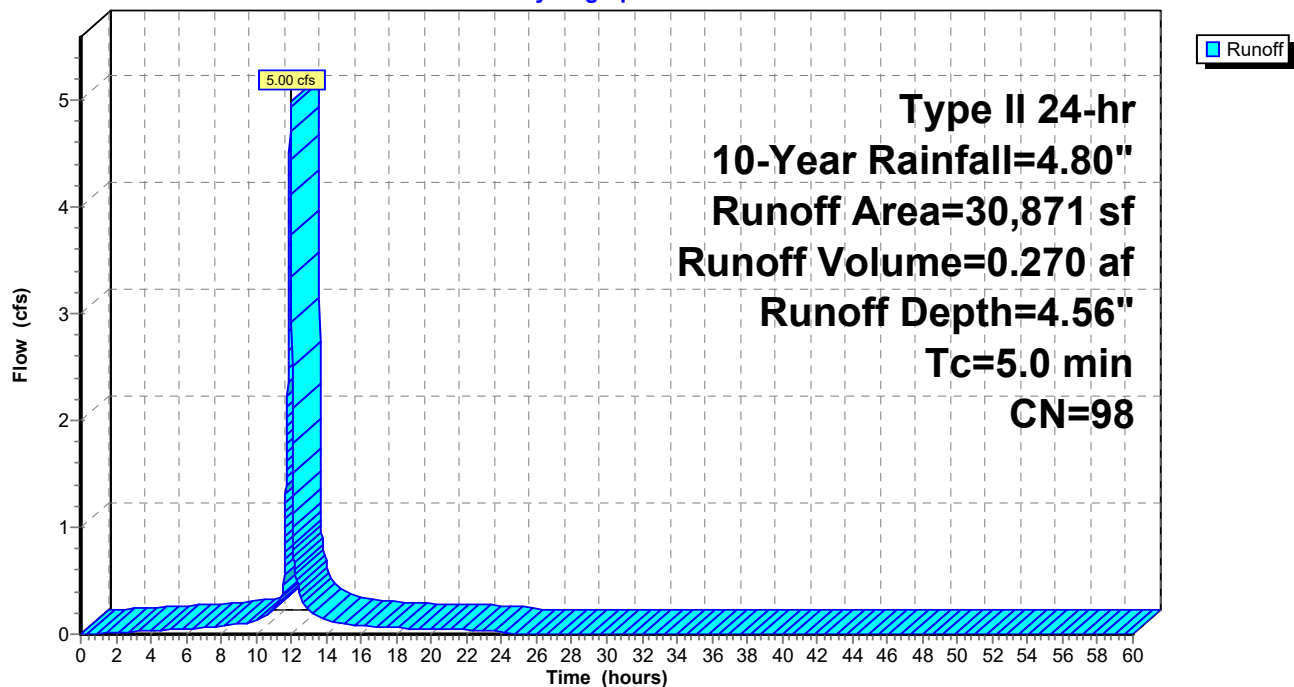
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 10-Year Rainfall=4.80"

|   | Area (sf) | CN | Description             |
|---|-----------|----|-------------------------|
| * | 30,871    | 98 | Impervious              |
|   | 30,871    |    | 100.00% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 5.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 5S: Post Field 4

Hydrograph



**222039 - Infiltration Trench**

Type II 24-hr 10-Year Rainfall=4.80"

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**Summary for Pond 3P: Field 3 Trench**

Inflow Area = 0.632 ac, 100.00% Impervious, Inflow Depth = 4.56" for 10-Year event  
 Inflow = 4.46 cfs @ 11.96 hrs, Volume= 0.240 af  
 Outflow = 2.06 cfs @ 12.05 hrs, Volume= 0.240 af, Atten= 54%, Lag= 5.4 min  
 Discarded = 0.34 cfs @ 12.05 hrs, Volume= 0.187 af  
 Primary = 1.72 cfs @ 12.05 hrs, Volume= 0.053 af

Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
 Peak Elev= 778.88' @ 12.05 hrs Surf.Area= 2,357 sf Storage= 3,656 cf

Plug-Flow detention time= 79.0 min calculated for 0.240 af (100% of inflow)  
 Center-of-Mass det. time= 79.0 min ( 822.7 - 743.7 )

| Volume | Invert  | Avail.Storage | Storage Description                                                                           |
|--------|---------|---------------|-----------------------------------------------------------------------------------------------|
| #1     | 775.00' | 6,468 cf      | <b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)<br>16,169 cf Overall x 40.0% Voids |

| Elevation<br>(feet) | Surf.Area<br>(sq-ft) | Inc.Store<br>(cubic-feet) | Cum.Store<br>(cubic-feet) |
|---------------------|----------------------|---------------------------|---------------------------|
| 775.00              | 2,357                | 0                         | 0                         |
| 781.86              | 2,357                | 16,169                    | 16,169                    |

| Device | Routing   | Invert  | Outlet Devices                                                                                       |
|--------|-----------|---------|------------------------------------------------------------------------------------------------------|
| #1     | Discarded | 775.00' | <b>1.270 in/hr Exfiltration over Surface area</b><br>Conductivity to Groundwater Elevation = 774.00' |
| #2     | Primary   | 777.50' | <b>8.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads                           |

**Discarded OutFlow** Max=0.34 cfs @ 12.05 hrs HW=778.88' (Free Discharge)

↑ **1=Exfiltration** ( Controls 0.34 cfs)

**Primary OutFlow** Max=1.72 cfs @ 12.05 hrs HW=778.88' (Free Discharge)

↑ **2=Orifice/Grate** (Orifice Controls 1.72 cfs @ 4.92 fps)

## 222039 - Infiltration Trench

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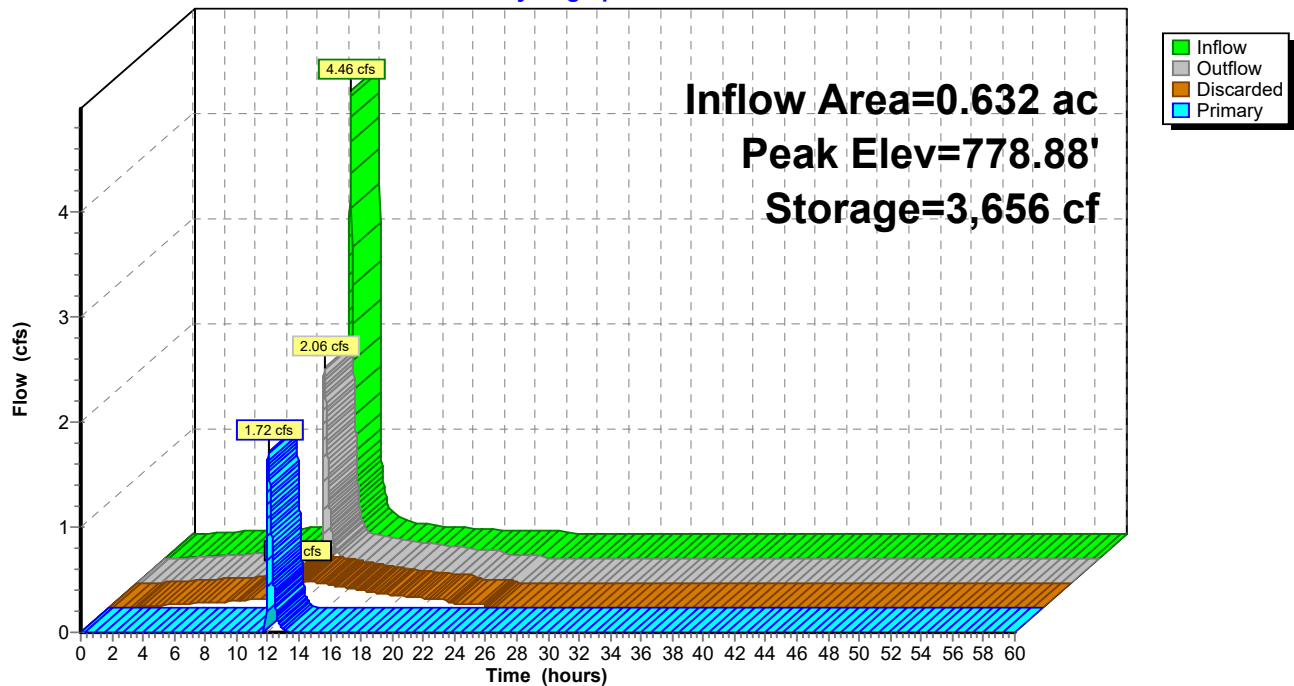
Type II 24-hr 10-Year Rainfall=4.80"

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### Pond 3P: Field 3 Trench

Hydrograph



**222039 - Infiltration Trench**

Type II 24-hr 10-Year Rainfall=4.80"

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**Summary for Pond 6P: Field 4 Trench**

Inflow Area = 0.709 ac, 100.00% Impervious, Inflow Depth = 4.56" for 10-Year event  
 Inflow = 5.00 cfs @ 11.96 hrs, Volume= 0.270 af  
 Outflow = 2.21 cfs @ 12.05 hrs, Volume= 0.270 af, Atten= 56%, Lag= 5.5 min  
 Discarded = 0.33 cfs @ 12.05 hrs, Volume= 0.203 af  
 Primary = 1.88 cfs @ 12.05 hrs, Volume= 0.066 af

Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
 Peak Elev= 777.15' @ 12.05 hrs Surf.Area= 2,506 sf Storage= 4,395 cf

Plug-Flow detention time= 109.1 min calculated for 0.269 af (100% of inflow)  
 Center-of-Mass det. time= 109.1 min ( 852.8 - 743.7 )

| Volume | Invert  | Avail.Storage | Storage Description                                                                           |
|--------|---------|---------------|-----------------------------------------------------------------------------------------------|
| #1     | 772.77' | 7,117 cf      | <b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)<br>17,793 cf Overall x 40.0% Voids |

| Elevation<br>(feet) | Surf.Area<br>(sq-ft) | Inc.Store<br>(cubic-feet) | Cum.Store<br>(cubic-feet) |
|---------------------|----------------------|---------------------------|---------------------------|
| 772.77              | 2,506                | 0                         | 0                         |
| 779.87              | 2,506                | 17,793                    | 17,793                    |

| Device | Routing   | Invert  | Outlet Devices                                                                                       |
|--------|-----------|---------|------------------------------------------------------------------------------------------------------|
| #1     | Discarded | 772.77' | <b>0.860 in/hr Exfiltration over Surface area</b><br>Conductivity to Groundwater Elevation = 772.00' |
| #2     | Primary   | 775.57' | <b>8.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads                           |

**Discarded OutFlow** Max=0.33 cfs @ 12.05 hrs HW=777.15' (Free Discharge)

↑ **1=Exfiltration** ( Controls 0.33 cfs)

**Primary OutFlow** Max=1.88 cfs @ 12.05 hrs HW=777.15' (Free Discharge)

↑ **2=Orifice/Grate** (Orifice Controls 1.88 cfs @ 5.38 fps)

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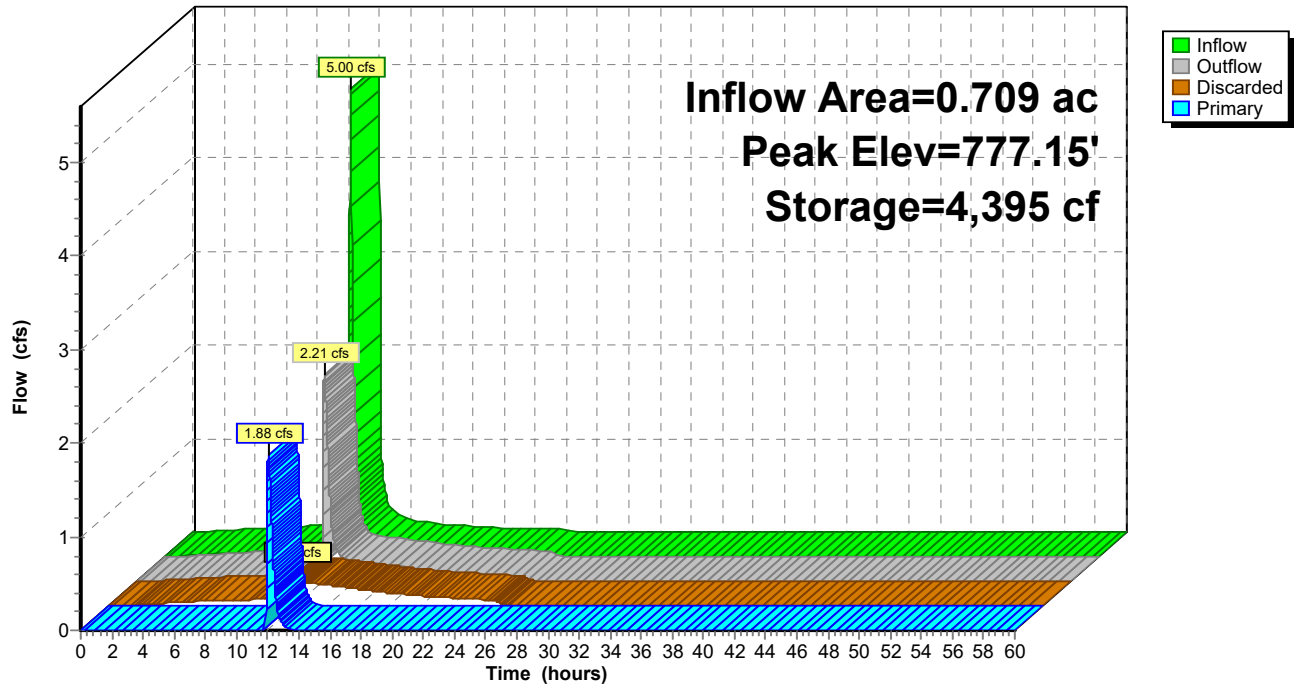
Type II 24-hr 10-Year Rainfall=4.80"

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### Pond 6P: Field 4 Trench

Hydrograph



**222039 - Infiltration Trench***Type II 24-hr 25-Year Rainfall=5.76"*

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Time span=0.00-60.00 hrs, dt=0.01 hrs, 6001 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment1S: Pre Field 3**

Runoff Area=27,541 sf 0.00% Impervious Runoff Depth=3.27"

Flow Length=80' Slope=0.0200 '/' Tc=18.2 min CN=77 Runoff=2.43 cfs 0.172 af

**Subcatchment2S: Post Field 3**

Runoff Area=27,541 sf 100.00% Impervious Runoff Depth=5.52"

Tc=5.0 min CN=98 Runoff=5.36 cfs 0.291 af

**Subcatchment4S: Pre Field 4**

Runoff Area=30,871 sf 0.00% Impervious Runoff Depth=3.27"

Flow Length=85' Slope=0.0200 '/' Tc=19.1 min CN=77 Runoff=2.65 cfs 0.193 af

**Subcatchment5S: Post Field 4**

Runoff Area=30,871 sf 100.00% Impervious Runoff Depth=5.52"

Tc=5.0 min CN=98 Runoff=6.00 cfs 0.326 af

**Pond 3P: Field 3 Trench**

Peak Elev=779.51' Storage=4,256 cf Inflow=5.36 cfs 0.291 af

Discarded=0.38 cfs 0.210 af Primary=2.18 cfs 0.081 af Outflow=2.56 cfs 0.291 af

**Pond 6P: Field 4 Trench**

Peak Elev=777.88' Storage=5,118 cf Inflow=6.00 cfs 0.326 af

Discarded=0.38 cfs 0.226 af Primary=2.36 cfs 0.100 af Outflow=2.74 cfs 0.326 af

**Total Runoff Area = 2.682 ac Runoff Volume = 0.983 af Average Runoff Depth = 4.40"**  
**50.00% Pervious = 1.341 ac 50.00% Impervious = 1.341 ac**

## 222039 - Infiltration Trench

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Type II 24-hr 25-Year Rainfall=5.76"

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### Summary for Subcatchment 1S: Pre Field 3

Runoff = 2.43 cfs @ 12.11 hrs, Volume= 0.172 af, Depth= 3.27"

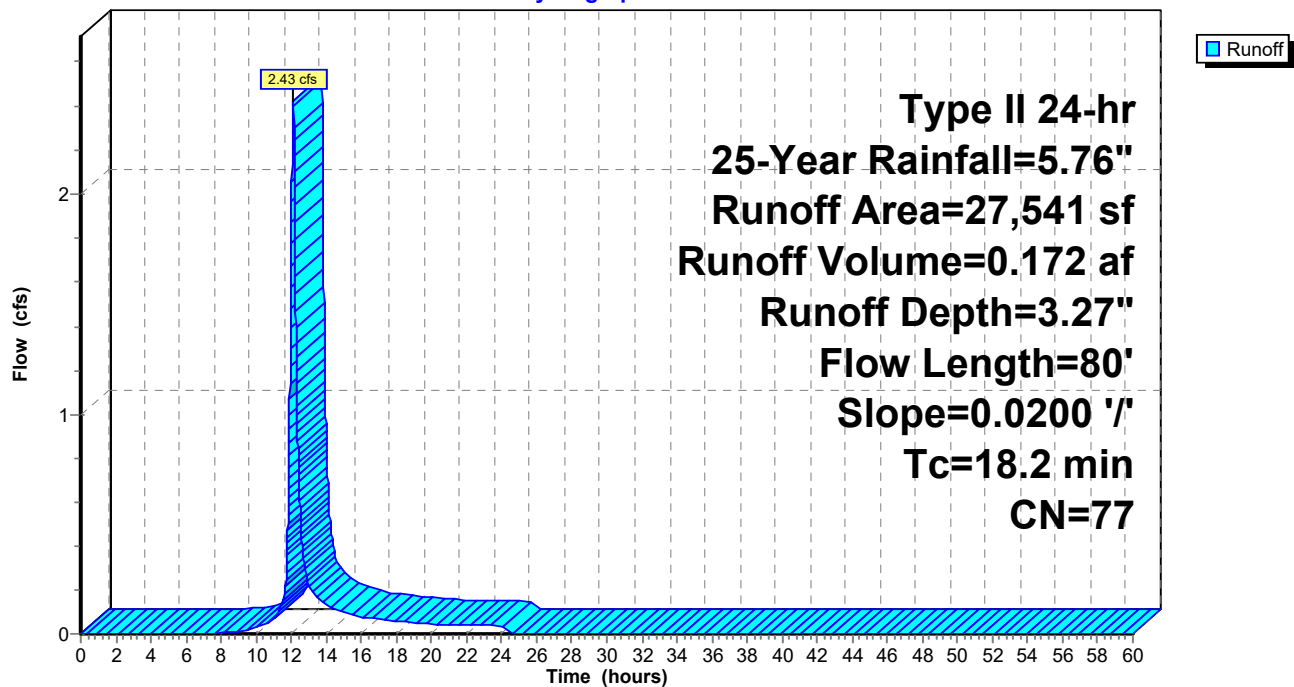
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 25-Year Rainfall=5.76"

| Area (sf) | CN | Description           |
|-----------|----|-----------------------|
| 27,541    | 77 | Woods, Good, HSG D    |
| 27,541    |    | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description                                                      |
|----------|---------------|---------------|-------------------|----------------|------------------------------------------------------------------|
| 18.2     | 80            | 0.0200        | 0.07              |                | <b>Sheet Flow,</b><br>Woods: Light underbrush n= 0.400 P2= 3.12" |

### Subcatchment 1S: Pre Field 3

Hydrograph



## 222039 - Infiltration Trench

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Type II 24-hr 25-Year Rainfall=5.76"

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### Summary for Subcatchment 2S: Post Field 3

Runoff = 5.36 cfs @ 11.96 hrs, Volume= 0.291 af, Depth= 5.52"

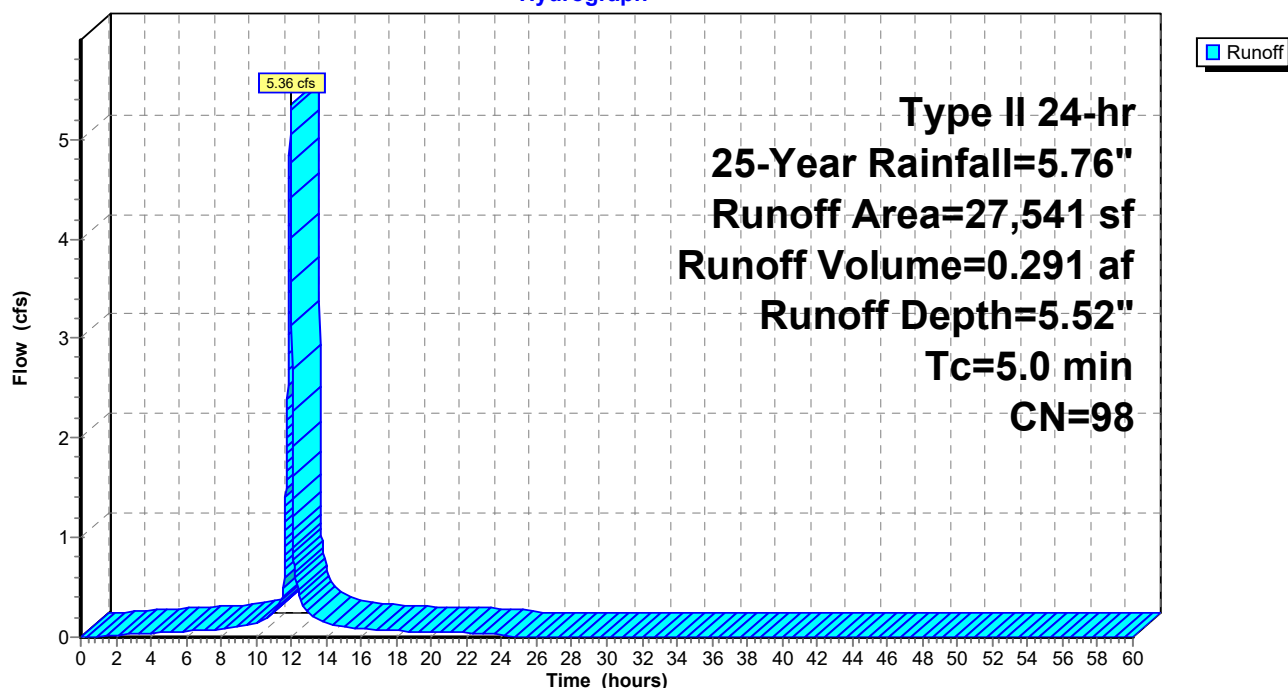
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 25-Year Rainfall=5.76"

|   | Area (sf) | CN | Description             |
|---|-----------|----|-------------------------|
| * | 27,541    | 98 | Impervious              |
|   | 27,541    |    | 100.00% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 5.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 2S: Post Field 3

Hydrograph





## 222039 - Infiltration Trench

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Type II 24-hr 25-Year Rainfall=5.76"

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### Summary for Subcatchment 4S: Pre Field 4

Runoff = 2.65 cfs @ 12.12 hrs, Volume= 0.193 af, Depth= 3.27"

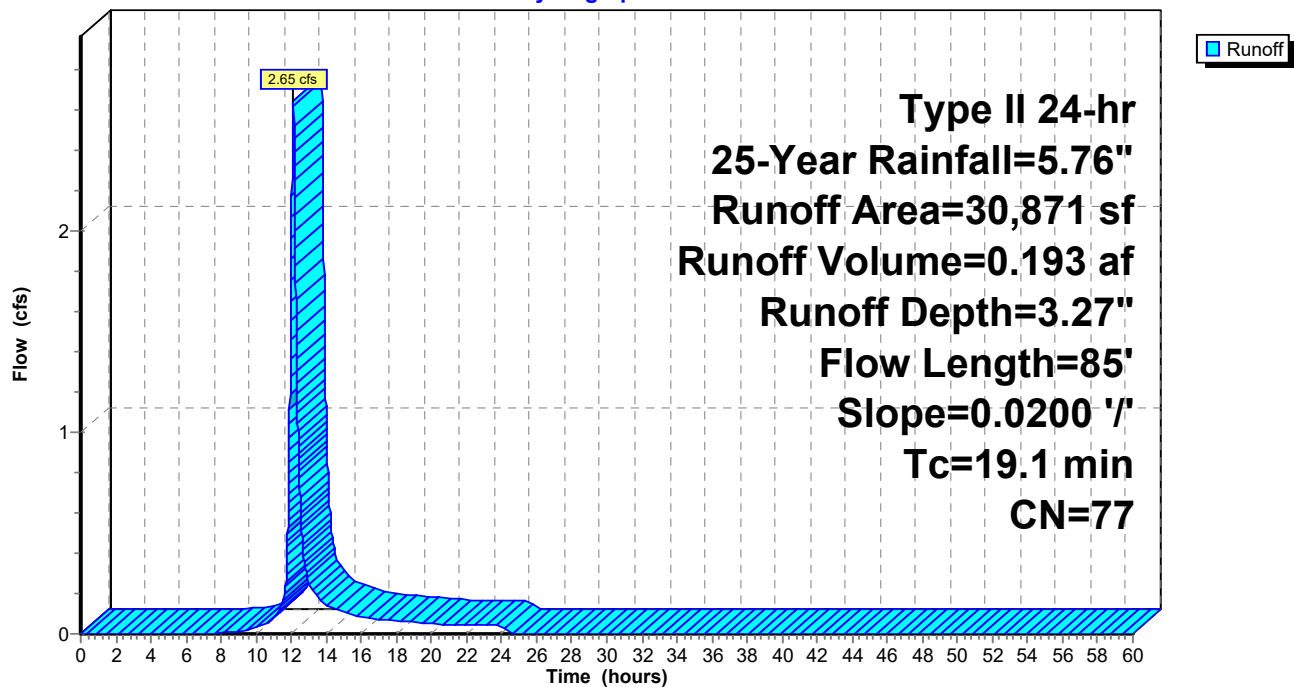
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 25-Year Rainfall=5.76"

| Area (sf) | CN | Description           |
|-----------|----|-----------------------|
| 30,871    | 77 | Woods, Good, HSG D    |
| 30,871    |    | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description                                                      |
|----------|---------------|---------------|-------------------|----------------|------------------------------------------------------------------|
| 19.1     | 85            | 0.0200        | 0.07              |                | <b>Sheet Flow,</b><br>Woods: Light underbrush n= 0.400 P2= 3.12" |

### Subcatchment 4S: Pre Field 4

Hydrograph



## 222039 - Infiltration Trench

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Type II 24-hr 25-Year Rainfall=5.76"

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### Summary for Subcatchment 5S: Post Field 4

Runoff = 6.00 cfs @ 11.96 hrs, Volume= 0.326 af, Depth= 5.52"

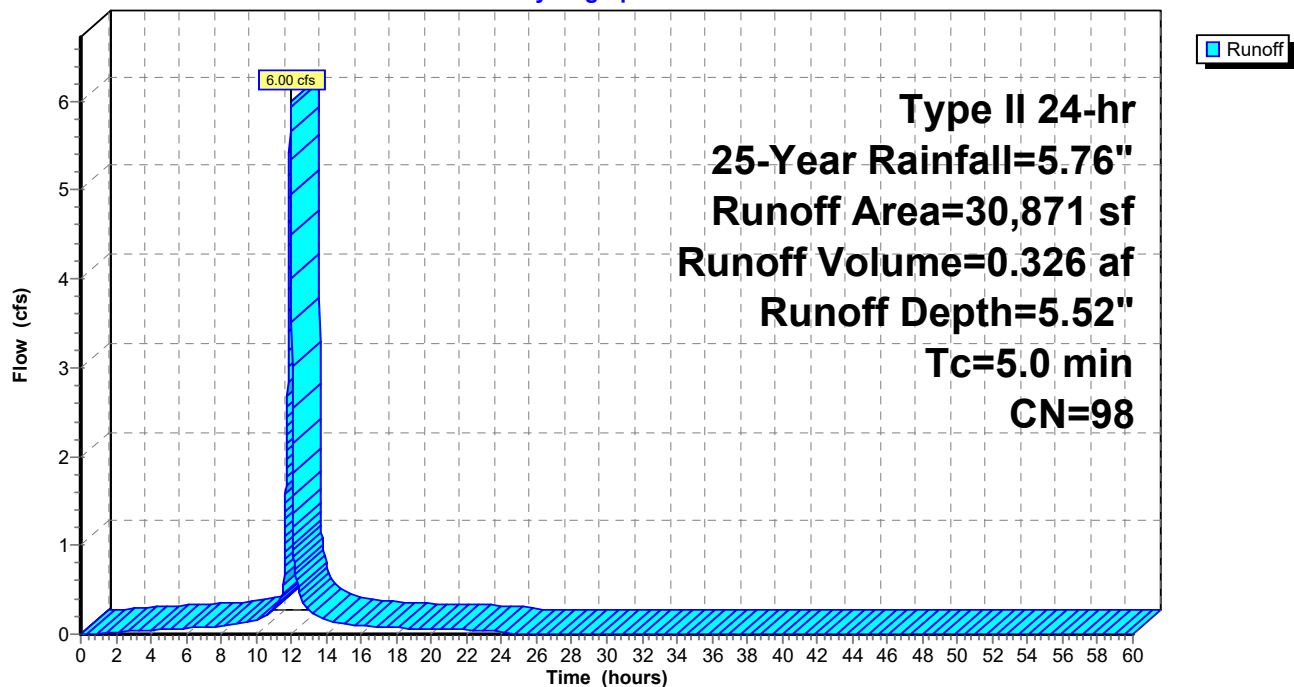
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 25-Year Rainfall=5.76"

|   | Area (sf) | CN | Description             |
|---|-----------|----|-------------------------|
| * | 30,871    | 98 | Impervious              |
|   | 30,871    |    | 100.00% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 5.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 5S: Post Field 4

Hydrograph



**222039 - Infiltration Trench**

Type II 24-hr 25-Year Rainfall=5.76"

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**Summary for Pond 3P: Field 3 Trench**

Inflow Area = 0.632 ac, 100.00% Impervious, Inflow Depth = 5.52" for 25-Year event  
 Inflow = 5.36 cfs @ 11.96 hrs, Volume= 0.291 af  
 Outflow = 2.56 cfs @ 12.04 hrs, Volume= 0.291 af, Atten= 52%, Lag= 5.2 min  
 Discarded = 0.38 cfs @ 12.04 hrs, Volume= 0.210 af  
 Primary = 2.18 cfs @ 12.04 hrs, Volume= 0.081 af

Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
 Peak Elev= 779.51' @ 12.04 hrs Surf.Area= 2,357 sf Storage= 4,256 cf

Plug-Flow detention time= 75.6 min calculated for 0.291 af (100% of inflow)  
 Center-of-Mass det. time= 75.6 min ( 816.3 - 740.7 )

| Volume | Invert  | Avail.Storage | Storage Description                                                                           |
|--------|---------|---------------|-----------------------------------------------------------------------------------------------|
| #1     | 775.00' | 6,468 cf      | <b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)<br>16,169 cf Overall x 40.0% Voids |

| Elevation<br>(feet) | Surf.Area<br>(sq-ft) | Inc.Store<br>(cubic-feet) | Cum.Store<br>(cubic-feet) |
|---------------------|----------------------|---------------------------|---------------------------|
| 775.00              | 2,357                | 0                         | 0                         |
| 781.86              | 2,357                | 16,169                    | 16,169                    |

| Device | Routing   | Invert  | Outlet Devices                                                                                       |
|--------|-----------|---------|------------------------------------------------------------------------------------------------------|
| #1     | Discarded | 775.00' | <b>1.270 in/hr Exfiltration over Surface area</b><br>Conductivity to Groundwater Elevation = 774.00' |
| #2     | Primary   | 777.50' | <b>8.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads                           |

**Discarded OutFlow** Max=0.38 cfs @ 12.04 hrs HW=779.51' (Free Discharge)

↑ **1=Exfiltration** ( Controls 0.38 cfs)

**Primary OutFlow** Max=2.18 cfs @ 12.04 hrs HW=779.51' (Free Discharge)

↑ **2=Orifice/Grate** (Orifice Controls 2.18 cfs @ 6.24 fps)

## 222039 - Infiltration Trench

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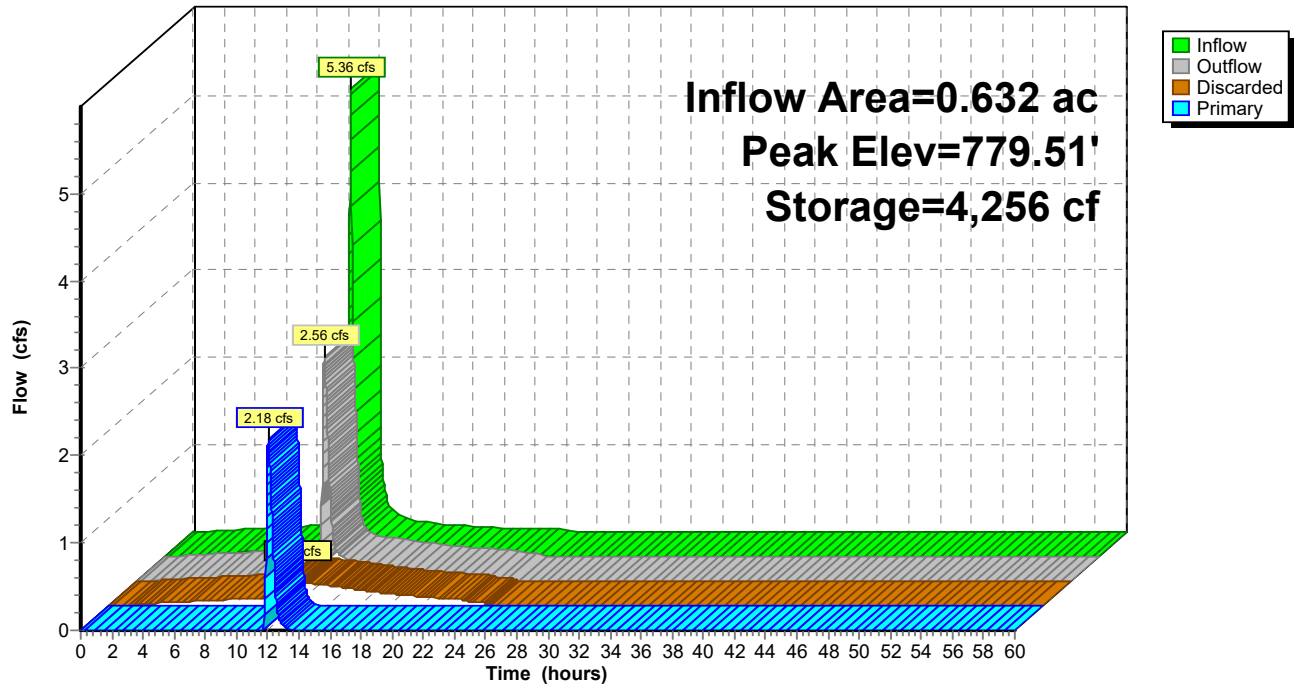
Type II 24-hr 25-Year Rainfall=5.76"

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### Pond 3P: Field 3 Trench

Hydrograph



**222039 - Infiltration Trench**

Type II 24-hr 25-Year Rainfall=5.76"

Prepared by {enter your company name here}

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**Summary for Pond 6P: Field 4 Trench**

Inflow Area = 0.709 ac, 100.00% Impervious, Inflow Depth = 5.52" for 25-Year event  
 Inflow = 6.00 cfs @ 11.96 hrs, Volume= 0.326 af  
 Outflow = 2.74 cfs @ 12.05 hrs, Volume= 0.326 af, Atten= 54%, Lag= 5.4 min  
 Discarded = 0.38 cfs @ 12.05 hrs, Volume= 0.226 af  
 Primary = 2.36 cfs @ 12.05 hrs, Volume= 0.100 af

Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
 Peak Elev= 777.88' @ 12.05 hrs Surf.Area= 2,506 sf Storage= 5,118 cf

Plug-Flow detention time= 104.1 min calculated for 0.326 af (100% of inflow)  
 Center-of-Mass det. time= 104.1 min ( 844.8 - 740.7 )

| Volume | Invert  | Avail.Storage | Storage Description                                                                           |
|--------|---------|---------------|-----------------------------------------------------------------------------------------------|
| #1     | 772.77' | 7,117 cf      | <b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)<br>17,793 cf Overall x 40.0% Voids |

| Elevation<br>(feet) | Surf.Area<br>(sq-ft) | Inc.Store<br>(cubic-feet) | Cum.Store<br>(cubic-feet) |
|---------------------|----------------------|---------------------------|---------------------------|
| 772.77              | 2,506                | 0                         | 0                         |
| 779.87              | 2,506                | 17,793                    | 17,793                    |

| Device | Routing   | Invert  | Outlet Devices                                                                                       |
|--------|-----------|---------|------------------------------------------------------------------------------------------------------|
| #1     | Discarded | 772.77' | <b>0.860 in/hr Exfiltration over Surface area</b><br>Conductivity to Groundwater Elevation = 772.00' |
| #2     | Primary   | 775.57' | <b>8.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads                           |

**Discarded OutFlow** Max=0.38 cfs @ 12.05 hrs HW=777.87' (Free Discharge)

↑ **1=Exfiltration** ( Controls 0.38 cfs)

**Primary OutFlow** Max=2.36 cfs @ 12.05 hrs HW=777.87' (Free Discharge)

↑ **2=Orifice/Grate** (Orifice Controls 2.36 cfs @ 6.76 fps)

## 222039 - Infiltration Trench

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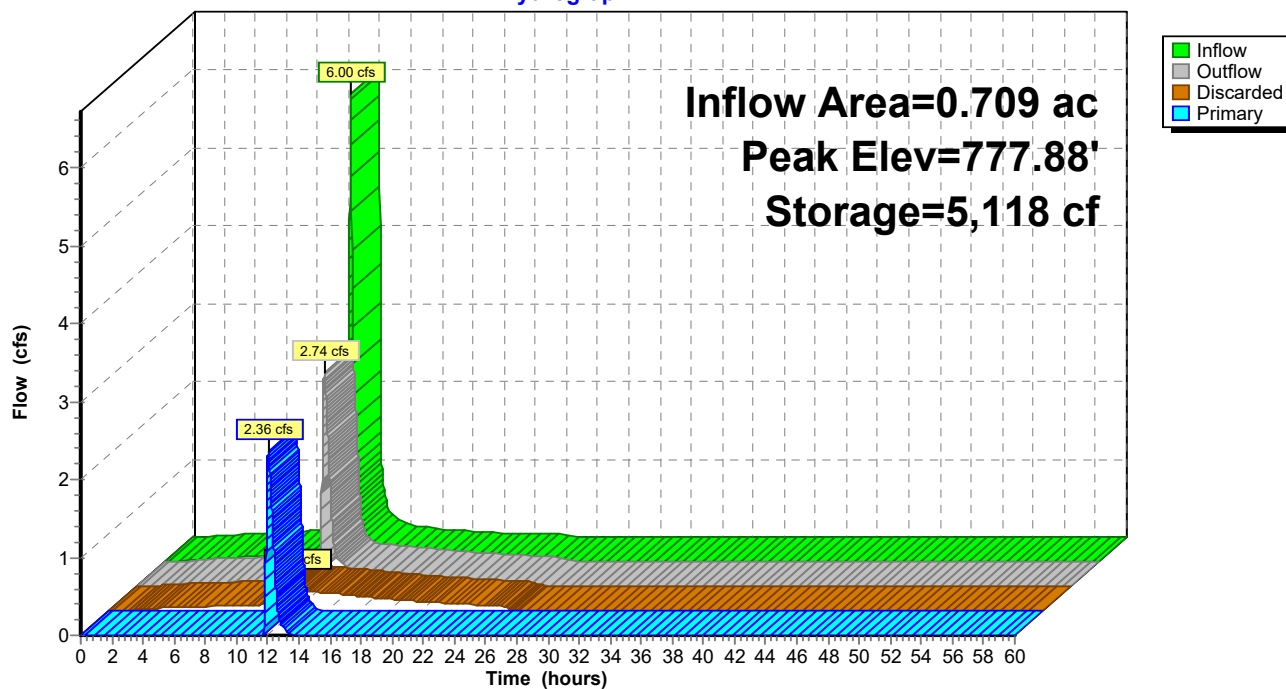
Type II 24-hr 25-Year Rainfall=5.76"

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### Pond 6P: Field 4 Trench

Hydrograph



**222039 - Infiltration Trench***Type II 24-hr 50-Year Rainfall=6.48"*

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Time span=0.00-60.00 hrs, dt=0.01 hrs, 6001 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment1S: Pre Field 3**Runoff Area=27,541 sf 0.00% Impervious Runoff Depth=3.90"  
Flow Length=80' Slope=0.0200 '/' Tc=18.2 min CN=77 Runoff=2.89 cfs 0.206 af**Subcatchment2S: Post Field 3**Runoff Area=27,541 sf 100.00% Impervious Runoff Depth=6.24"  
Tc=5.0 min CN=98 Runoff=6.03 cfs 0.329 af**Subcatchment4S: Pre Field 4**Runoff Area=30,871 sf 0.00% Impervious Runoff Depth=3.90"  
Flow Length=85' Slope=0.0200 '/' Tc=19.1 min CN=77 Runoff=3.16 cfs 0.230 af**Subcatchment5S: Post Field 4**Runoff Area=30,871 sf 100.00% Impervious Runoff Depth=6.24"  
Tc=5.0 min CN=98 Runoff=6.76 cfs 0.369 af**Pond 3P: Field 3 Trench**Peak Elev=779.99' Storage=4,708 cf Inflow=6.03 cfs 0.329 af  
Discarded=0.42 cfs 0.226 af Primary=2.47 cfs 0.103 af Outflow=2.89 cfs 0.329 af**Pond 6P: Field 4 Trench**Peak Elev=778.41' Storage=5,657 cf Inflow=6.76 cfs 0.369 af  
Discarded=0.42 cfs 0.243 af Primary=2.66 cfs 0.125 af Outflow=3.08 cfs 0.369 af**Total Runoff Area = 2.682 ac Runoff Volume = 1.133 af Average Runoff Depth = 5.07"**  
**50.00% Pervious = 1.341 ac 50.00% Impervious = 1.341 ac**

## 222039 - Infiltration Trench

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Type II 24-hr 50-Year Rainfall=6.48"

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### Summary for Subcatchment 1S: Pre Field 3

Runoff = 2.89 cfs @ 12.11 hrs, Volume= 0.206 af, Depth= 3.90"

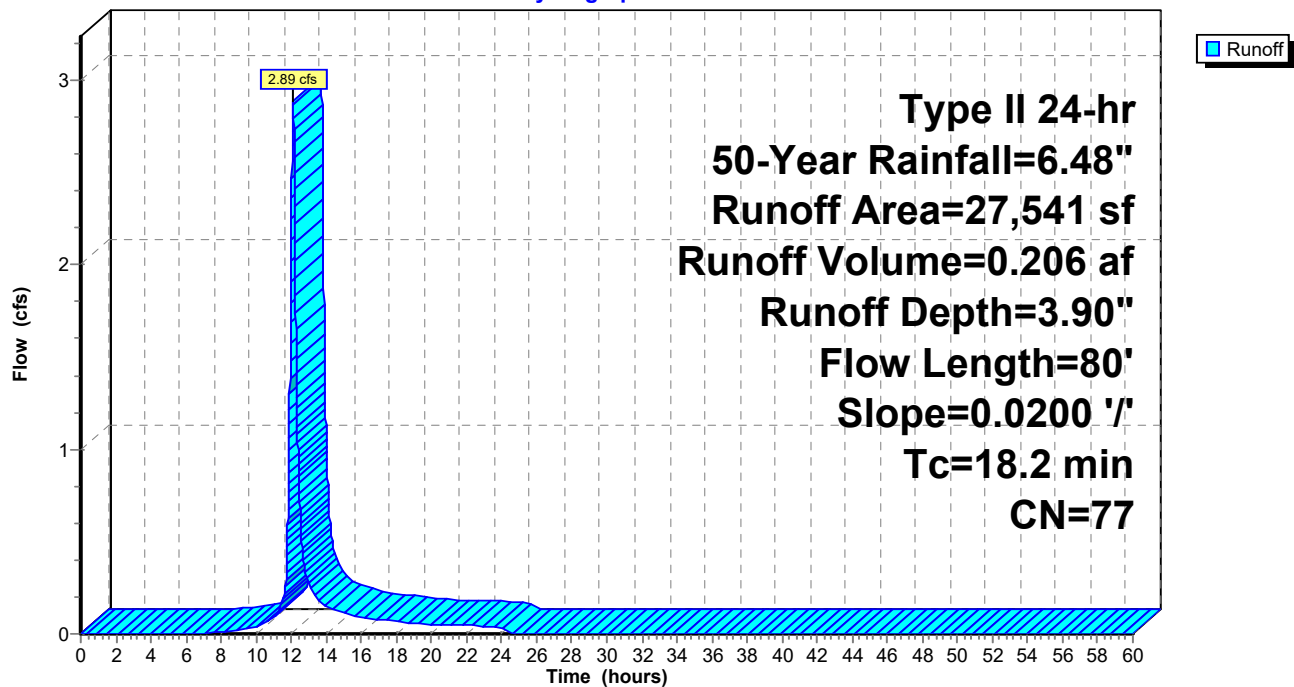
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 50-Year Rainfall=6.48"

| Area (sf) | CN | Description           |
|-----------|----|-----------------------|
| 27,541    | 77 | Woods, Good, HSG D    |
| 27,541    |    | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description                                                      |
|----------|---------------|---------------|-------------------|----------------|------------------------------------------------------------------|
| 18.2     | 80            | 0.0200        | 0.07              |                | <b>Sheet Flow,</b><br>Woods: Light underbrush n= 0.400 P2= 3.12" |

### Subcatchment 1S: Pre Field 3

Hydrograph





## 222039 - Infiltration Trench

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Type II 24-hr 50-Year Rainfall=6.48"

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### Summary for Subcatchment 2S: Post Field 3

Runoff = 6.03 cfs @ 11.96 hrs, Volume= 0.329 af, Depth= 6.24"

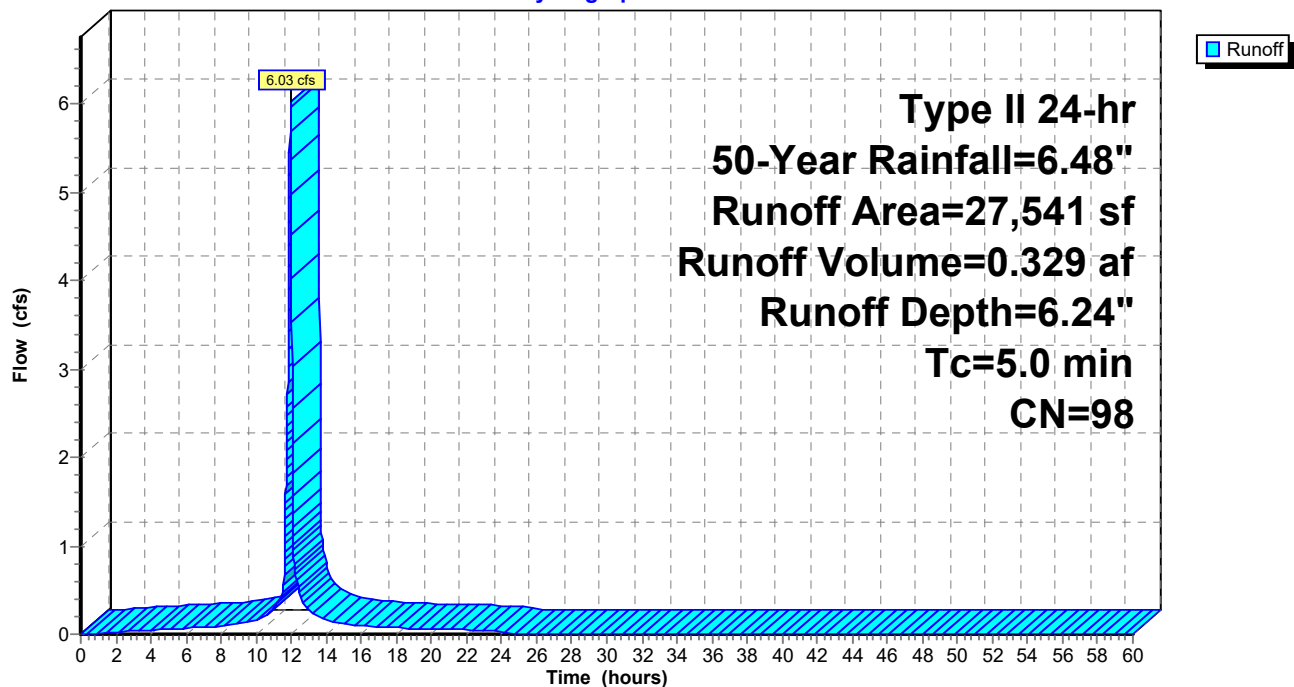
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 50-Year Rainfall=6.48"

|   | Area (sf) | CN | Description             |
|---|-----------|----|-------------------------|
| * | 27,541    | 98 | Impervious              |
|   | 27,541    |    | 100.00% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 5.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 2S: Post Field 3

Hydrograph



## 222039 - Infiltration Trench

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Type II 24-hr 50-Year Rainfall=6.48"

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### Summary for Subcatchment 4S: Pre Field 4

Runoff = 3.16 cfs @ 12.12 hrs, Volume= 0.230 af, Depth= 3.90"

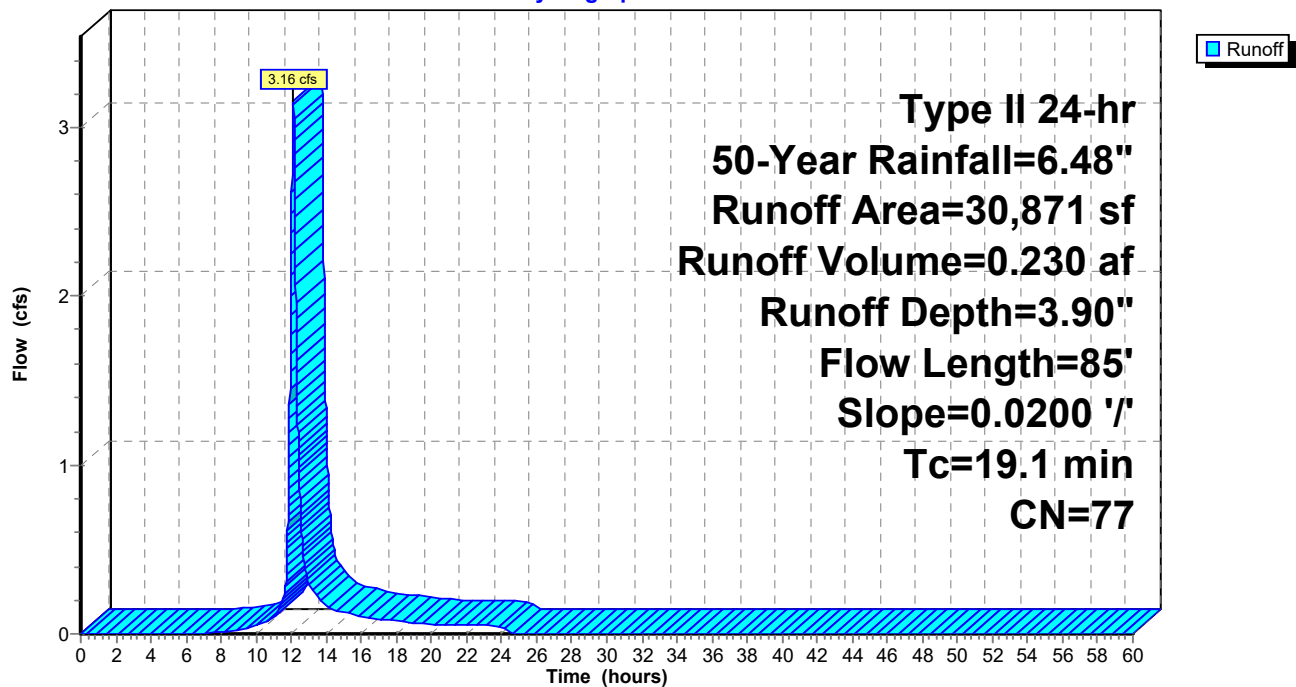
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 50-Year Rainfall=6.48"

| Area (sf) | CN | Description           |
|-----------|----|-----------------------|
| 30,871    | 77 | Woods, Good, HSG D    |
| 30,871    |    | 100.00% Pervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description                                                      |
|-------------|------------------|------------------|----------------------|-------------------|------------------------------------------------------------------|
| 19.1        | 85               | 0.0200           | 0.07                 |                   | <b>Sheet Flow,</b><br>Woods: Light underbrush n= 0.400 P2= 3.12" |

### Subcatchment 4S: Pre Field 4

Hydrograph



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Type II 24-hr 50-Year Rainfall=6.48"

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### Summary for Subcatchment 5S: Post Field 4

Runoff = 6.76 cfs @ 11.96 hrs, Volume= 0.369 af, Depth= 6.24"

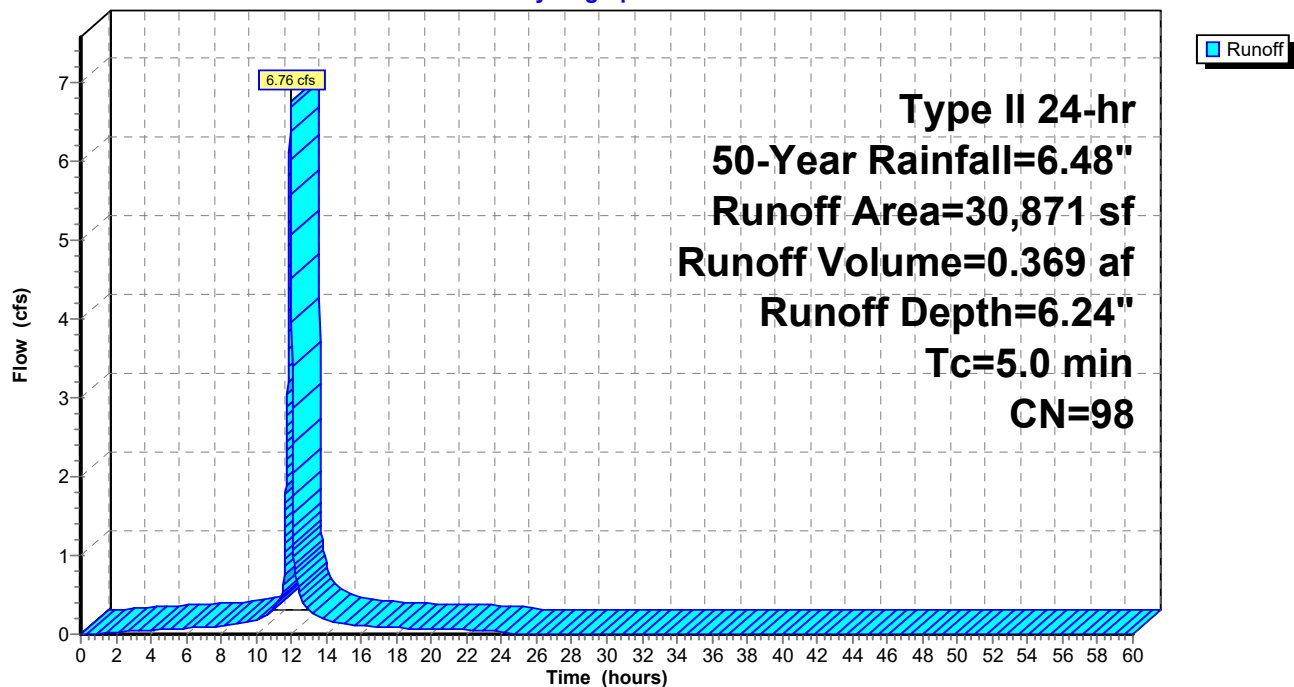
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
Type II 24-hr 50-Year Rainfall=6.48"

|   | Area (sf) | CN | Description             |
|---|-----------|----|-------------------------|
| * | 30,871    | 98 | Impervious              |
|   | 30,871    |    | 100.00% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 5.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 5S: Post Field 4

Hydrograph



**222039 - Infiltration Trench**

Type II 24-hr 50-Year Rainfall=6.48"

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**Summary for Pond 3P: Field 3 Trench**

Inflow Area = 0.632 ac, 100.00% Impervious, Inflow Depth = 6.24" for 50-Year event  
 Inflow = 6.03 cfs @ 11.96 hrs, Volume= 0.329 af  
 Outflow = 2.89 cfs @ 12.04 hrs, Volume= 0.329 af, Atten= 52%, Lag= 5.2 min  
 Discarded = 0.42 cfs @ 12.04 hrs, Volume= 0.226 af  
 Primary = 2.47 cfs @ 12.04 hrs, Volume= 0.103 af

Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
 Peak Elev= 779.99' @ 12.04 hrs Surf.Area= 2,357 sf Storage= 4,708 cf

Plug-Flow detention time= 74.1 min calculated for 0.329 af (100% of inflow)  
 Center-of-Mass det. time= 74.1 min ( 813.1 - 738.9 )

| Volume | Invert  | Avail.Storage | Storage Description                                                                           |
|--------|---------|---------------|-----------------------------------------------------------------------------------------------|
| #1     | 775.00' | 6,468 cf      | <b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)<br>16,169 cf Overall x 40.0% Voids |

| Elevation<br>(feet) | Surf.Area<br>(sq-ft) | Inc.Store<br>(cubic-feet) | Cum.Store<br>(cubic-feet) |
|---------------------|----------------------|---------------------------|---------------------------|
| 775.00              | 2,357                | 0                         | 0                         |
| 781.86              | 2,357                | 16,169                    | 16,169                    |

| Device | Routing   | Invert  | Outlet Devices                                                                                       |
|--------|-----------|---------|------------------------------------------------------------------------------------------------------|
| #1     | Discarded | 775.00' | <b>1.270 in/hr Exfiltration over Surface area</b><br>Conductivity to Groundwater Elevation = 774.00' |
| #2     | Primary   | 777.50' | <b>8.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads                           |

**Discarded OutFlow** Max=0.42 cfs @ 12.04 hrs HW=779.99' (Free Discharge)

↑ **1=Exfiltration** ( Controls 0.42 cfs)

**Primary OutFlow** Max=2.47 cfs @ 12.04 hrs HW=779.99' (Free Discharge)

↑ **2=Orifice/Grate** (Orifice Controls 2.47 cfs @ 7.07 fps)

## 222039 - Infiltration Trench

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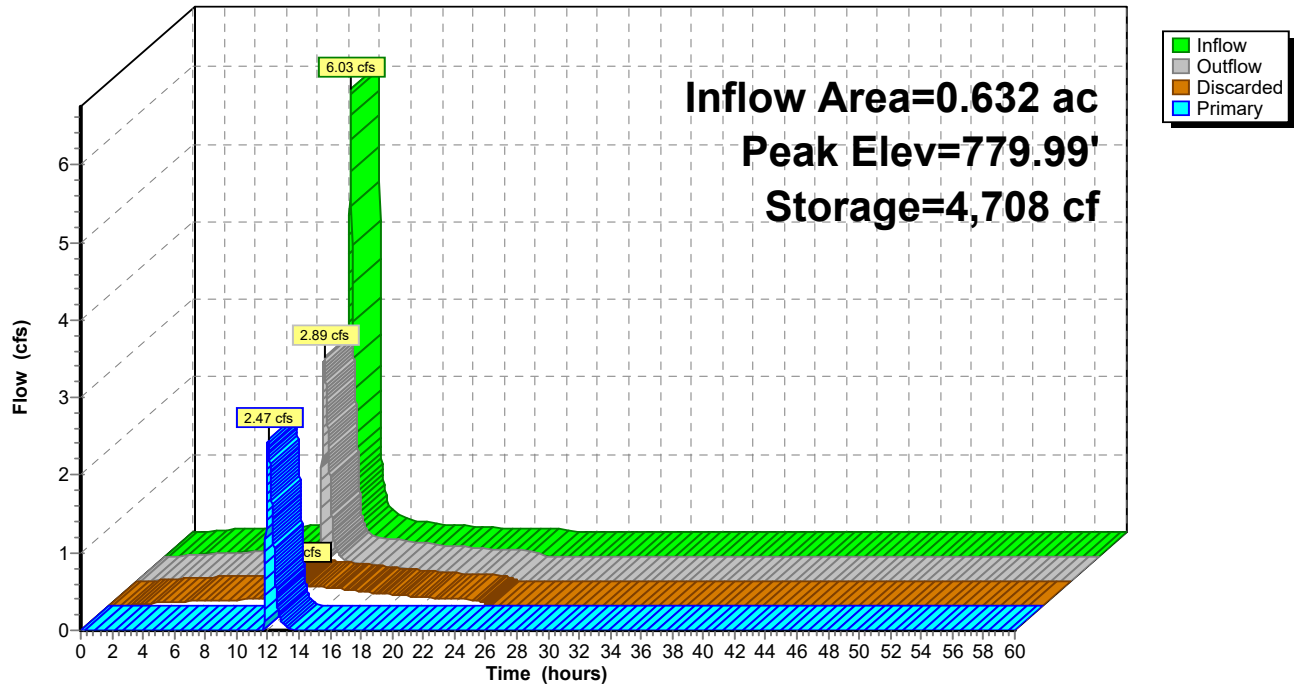
Type II 24-hr 50-Year Rainfall=6.48"

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### Pond 3P: Field 3 Trench

Hydrograph



**222039 - Infiltration Trench**

Type II 24-hr 50-Year Rainfall=6.48"

Prepared by {enter your company name here}

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**Summary for Pond 6P: Field 4 Trench**

Inflow Area = 0.709 ac, 100.00% Impervious, Inflow Depth = 6.24" for 50-Year event  
 Inflow = 6.76 cfs @ 11.96 hrs, Volume= 0.369 af  
 Outflow = 3.08 cfs @ 12.05 hrs, Volume= 0.369 af, Atten= 54%, Lag= 5.4 min  
 Discarded = 0.42 cfs @ 12.05 hrs, Volume= 0.243 af  
 Primary = 2.66 cfs @ 12.05 hrs, Volume= 0.125 af

Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs  
 Peak Elev= 778.41' @ 12.05 hrs Surf.Area= 2,506 sf Storage= 5,657 cf

Plug-Flow detention time= 101.5 min calculated for 0.369 af (100% of inflow)  
 Center-of-Mass det. time= 101.5 min ( 840.4 - 738.9 )

| Volume | Invert  | Avail.Storage | Storage Description                                                                           |
|--------|---------|---------------|-----------------------------------------------------------------------------------------------|
| #1     | 772.77' | 7,117 cf      | <b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)<br>17,793 cf Overall x 40.0% Voids |

| Elevation<br>(feet) | Surf.Area<br>(sq-ft) | Inc.Store<br>(cubic-feet) | Cum.Store<br>(cubic-feet) |
|---------------------|----------------------|---------------------------|---------------------------|
| 772.77              | 2,506                | 0                         | 0                         |
| 779.87              | 2,506                | 17,793                    | 17,793                    |

| Device | Routing   | Invert  | Outlet Devices                                                                                       |
|--------|-----------|---------|------------------------------------------------------------------------------------------------------|
| #1     | Discarded | 772.77' | <b>0.860 in/hr Exfiltration over Surface area</b><br>Conductivity to Groundwater Elevation = 772.00' |
| #2     | Primary   | 775.57' | <b>8.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads                           |

**Discarded OutFlow** Max=0.42 cfs @ 12.05 hrs HW=778.41' (Free Discharge)

↑ **1=Exfiltration** ( Controls 0.42 cfs)

**Primary OutFlow** Max=2.66 cfs @ 12.05 hrs HW=778.41' (Free Discharge)

↑ **2=Orifice/Grate** (Orifice Controls 2.66 cfs @ 7.63 fps)

## 222039 - Infiltration Trench

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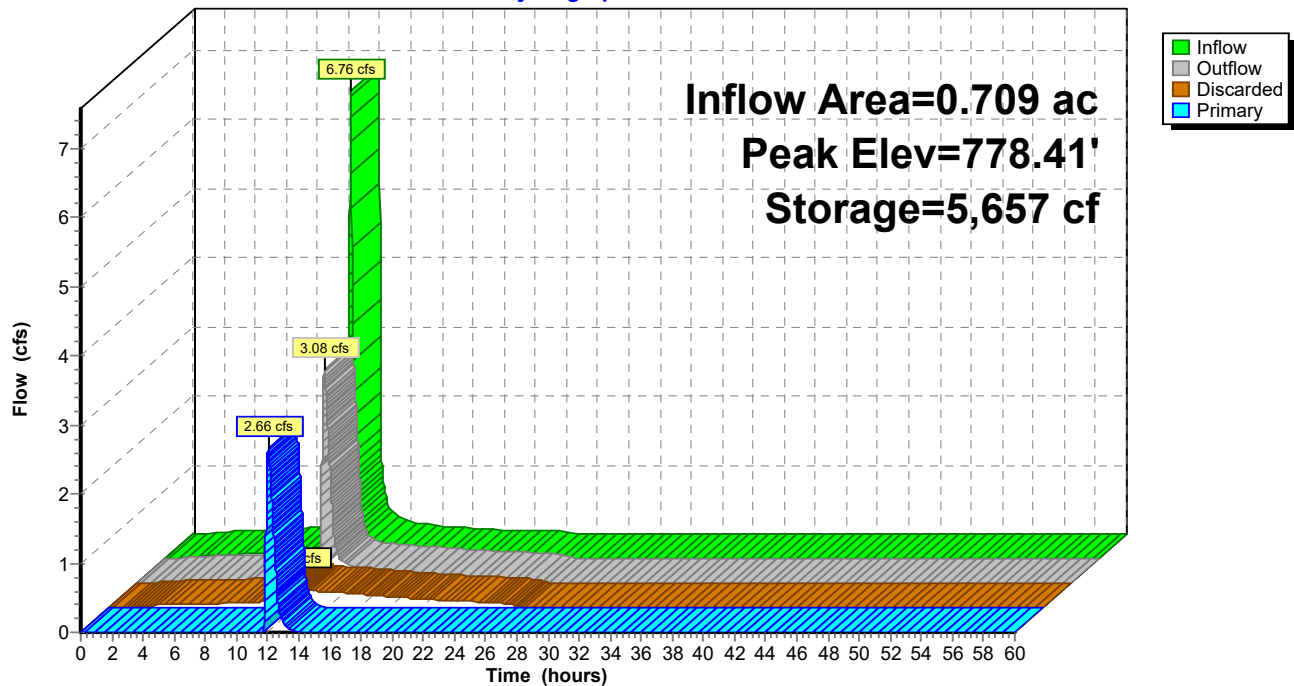
Type II 24-hr 50-Year Rainfall=6.48"

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### Pond 6P: Field 4 Trench

Hydrograph





|                      |                            |                  |              |
|----------------------|----------------------------|------------------|--------------|
| <b>Designed By:</b>  | Tess Fallova               | <b>Date:</b>     | 3/9/2023     |
| <b>Checked By:</b>   | Jay Henson                 | <b>Date:</b>     | 3/9/2023     |
| <b>Company:</b>      | HensonFoley                |                  |              |
| <b>Project Name:</b> | Huntersville Athletic Park |                  |              |
| <b>Project No.:</b>  | 222039                     | <b>Reviewer:</b> | Huntersville |

|                          |
|--------------------------|
| <b>User Input Data</b>   |
| <b>Intermediate Calc</b> |
| <b>Final Calc</b>        |

## Infiltration Design - Field 3

Input

|                          |        |    |
|--------------------------|--------|----|
| Basin Drainage Area      | 27,541 | SF |
| Impervious Area to Basin | 27,451 | SF |

Reference Charlotte Mecklenburg BMP Design Manual

### 1. Runoff Volumetric runoff coefficient (Rv) (Equation 3.1)

$$Rv = 0.05 + 0.9 * Ia$$

Rv = Runoff coefficient [storm runoff (in)/storm rainfall (in)], unitless

Ia = Impervious fraction [impervious portion of drainage area (ac)/drainage area (ac.)], unitless

|                     |        |       |      |    |           |       |
|---------------------|--------|-------|------|----|-----------|-------|
| Pre Dev. Imp Area   | 0      | S.F.= | 0.00 | AC | Pre Ia =  | 0.0%  |
| Post Dev. Imp. Area | 27,451 | S.F.= | 0.63 | AC | Post Ia = | 99.7% |
| Drainage Area (A)   | 27,541 | S.F.= | 0.63 | AC |           |       |

$$Rv = 0.947$$

### 2. Compute Volume Controlled (Wqv) (Eq. 3.2)

$$WQv = 1.0 * Rv * A / 12$$

WQv = water quality protection volume (ac-ft)

Rv = volumetric runoff coefficient

A = total drainage area (acres)

$$WQv = 2,173.6 \text{ C.F.}$$

### 3. Compute Minimum Surface Area Required

$$SA = FS * (DV * 12) / (K * T)$$

SA = Surface Area Required (S.F.)

FS = Factor of Safety (Min of 2 is recommended)

DV = Design Volume (C.F.)

K = Hydraulic Conductivity (in/hr)

T - Maximum Dewatering Time (72 hours)

|   |              |
|---|--------------|
| = | 2            |
| = | 2,173.6 C.F. |
| = | 1.27 in/hr   |
| = | 72 hours     |

$$SA = 570.5 \text{ S.F.}$$

### 4. Compute Drawdown for Surface Area Provided

$$T = (FS * DV * 12) / (SA * K)$$

SA = Surface Area Provided

$$= 2357 \text{ S.F.}$$

$$T = 17.4 \text{ hours}$$



5. Compute Depth Required to Infiltrate Design Volume

d = DV/SA

d = Depth (ft)

DV = Design Volume (C.F.)

SA = Surface Area Provided

=

=

2,173.6

2357

C.F.

S.F.

If all depth is in stone storage

V = Voids

=

40

%

d=

2.31 ft

27.67 in

6. Compute Water Quality Volume Provided

|                                   |       |                                                |
|-----------------------------------|-------|------------------------------------------------|
| Bottom of Stone Storage           | 775   |                                                |
| Perforated Perimeter Drain        | 777.5 |                                                |
| Total Infiltration Depth Provided | 2.5   | ft                                             |
| Volume provided at 777.31         | 2,178 | C.F. (refer to HydroCAD model at elev. 777.31) |

## Channel Protection

### 1. Determine Channel Protection Volume (Source Town of Huntersville Water Quality Design Manual)

Channel Protection Volume is difference between Pre and Post development conditions for 1 yr 24 hour storm  
See HydroCAD Calculations

|                        |      |                                            |
|------------------------|------|--------------------------------------------|
| Predevel. (1yr-24hr)   | 1830 | cubic feet                                 |
| Post Devel. (1yr-24hr) | 5401 | cubic feet                                 |
| Difference             | 3572 | cubic feet (channel protection volume CPv) |

---

Difference between WQv and CPV

|              |      |            |
|--------------|------|------------|
| CPv=         | 3572 | cubic feet |
| WQv=         | 2174 | cubic feet |
| Difference = | 1398 | cubic feet |

| FIELD 3 - INFILTRATION TRENCH SUMMARY CHART |                        |                         |                     |                  |
|---------------------------------------------|------------------------|-------------------------|---------------------|------------------|
| PEAK CONTROL STORM EVENT                    | PRE-DEVELOPMENT RUNOFF | POST-DEVELOPMENT RUNOFF | POST-ROUTING RUNOFF | ELEVATION        |
| TOP OF TRENCH                               |                        |                         |                     | 781.86           |
| 50YR-24HR                                   | 2.89 CFS               | 6.03 CFS                | 2.47 CFS            | 779.99           |
| 25YR-24HR                                   | 2.43 CFS               | 5.36 CFS                | 2.18 CFS            | 799.51           |
| 10YR-24HR                                   | 1.82 CFS               | 4.46 CFS                | 1.72 CFS            | 778.88           |
| 2YR-24HR                                    | 0.83 CFS               | 2.88 CFS                | 0.29 CFS            | 777.80           |
| 1YR-24HR                                    | 0.55 CFS               | 2.37 CFS                | 0.00 CFS            | 777.34           |
| <b>BMP</b>                                  |                        | <b>REQUIRED</b>         | <b>PROVIDED</b>     | <b>ELEVATION</b> |
| WQV                                         |                        | 2,174 CU.FT.            | 2,178 CU.FT.        | 777.31           |
| CPV                                         |                        | 3,572 CU.FT.            | 3,573 CU.FT.        | 778.79           |
| Infiltration Trench SF                      |                        | 571 S.F.                | 2,357 S.F.          | BOTTOM 775.00    |

|                      |                            |                  |              |
|----------------------|----------------------------|------------------|--------------|
| <b>Designed By:</b>  | Tess Fallova               | <b>Date:</b>     | 3/9/2023     |
| <b>Checked By:</b>   | Jay Henson                 | <b>Date:</b>     | 3/9/2023     |
| <b>Company:</b>      | HensonFoley                |                  |              |
| <b>Project Name:</b> | Huntersville Athletic Park |                  |              |
| <b>Project No.:</b>  | 222039                     | <b>Reviewer:</b> | Huntersville |

|                          |
|--------------------------|
| <b>User Input Data</b>   |
| <b>Intermediate Calc</b> |
| <b>Final Calc</b>        |

## Infiltration Design - Field 4

### Input

|                          |        |    |
|--------------------------|--------|----|
| Basin Drainage Area      | 30,871 | SF |
| Impervious Area to Basin | 30,871 | SF |

### Reference Charlotte Mecklenburg BMP Design Manual

#### 1. Runoff Volumetric runoff coefficient (Rv) (Equation 3.1)

$$Rv = 0.05 + 0.9 * Ia$$

Rv = Runoff coefficient [storm runoff (in)/storm rainfall (in)], unitless

Ia = Impervious fraction [impervious portion of drainage area (ac)/drainage area (ac.)], unitless

|                     |        |       |      |    |           |        |
|---------------------|--------|-------|------|----|-----------|--------|
| Pre Dev. Imp Area   | 0      | S.F.= | 0.00 | AC | Pre Ia =  | 0.0%   |
| Post Dev. Imp. Area | 30,871 | S.F.= | 0.71 | AC | Post Ia = | 100.0% |
| Drainage Area (A)   | 30,871 | S.F.= | 0.71 | AC |           |        |

$$Rv = 0.950$$

#### 2. Compute Volume Controlled (Wqv) (Eq. 3.2)

$$WQv = 1.0 * Rv * A / 12$$

WQv = water quality protection volume (ac-ft)

Rv = volumetric runoff coefficient

A = total drainage area (acres)

$$WQv = 2,444.0 \text{ C.F.}$$

#### 3. Compute Minimum Surface Area Required

$$SA = FS * (DV * 12) / (K * T)$$

SA = Surface Area Required (S.F.)

FS = Factor of Safety (Min of 2 is recommended)

DV = Design Volume (C.F.)

K = Hydraulic Conductivity (in/hr)

T = Maximum Dewatering Time (72 hours)

|   |              |
|---|--------------|
| = | 2            |
| = | 2,444.0 C.F. |
| = | 0.86 in/hr   |
| = | 72 hours     |

$$SA = 947.3 \text{ S.F.}$$

#### 4. Compute Drawdown for Surface Area Provided

$$T = (FS * DV * 12) / (SA * K)$$

SA = Surface Area Provided

$$= 2506 \text{ S.F.}$$

$$T = 27.2 \text{ hours}$$

5. Compute Depth Required to Infiltrate Design Volume

d = DV/SA

d = Depth (ft)

DV = Design Volume (C.F.)

SA = Surface Area Provided

=

=

2,444.0

2506

C.F.

S.F.

If all depth is in stone storage

V = Voids

=

40

%

d=

2.44 ft

29.26 in

6. Compute Water Quality Volume Provided

|                                   |        |
|-----------------------------------|--------|
| Bottom of Stone Storage           | 772.77 |
| Perforated Perimeter Drain        | 775.57 |
| Total Infiltration Depth Provided | 2.8 ft |

Volume provided at 775.21

2,446

C.F.

(refer to HydroCAD model at elev. 775.21)

## Channel Protection - FIELD 4

### 1. Determine Channel Protection Volume (Source Town of Huntersville Water Quality Design Manual)

Channel Protection Volume is difference between Pre and Post development conditions for 1 yr 24 hour storm  
See HydroCAD Calculations

|                        |      |                                            |
|------------------------|------|--------------------------------------------|
| Predevel. (1yr-24hr)   | 2047 | cubic feet                                 |
| Post Devel. (1yr-24hr) | 6055 | cubic feet                                 |
| Difference             | 4008 | cubic feet (channel protection volume CPv) |

Difference between WQv and CPV

|              |      |            |
|--------------|------|------------|
| CPv=         | 4008 | cubic feet |
| WQv=         | 2444 | cubic feet |
| Difference = | 1564 | cubic feet |

**FIELD 4 - INFILTRATION TRENCH SUMMARY CHART**

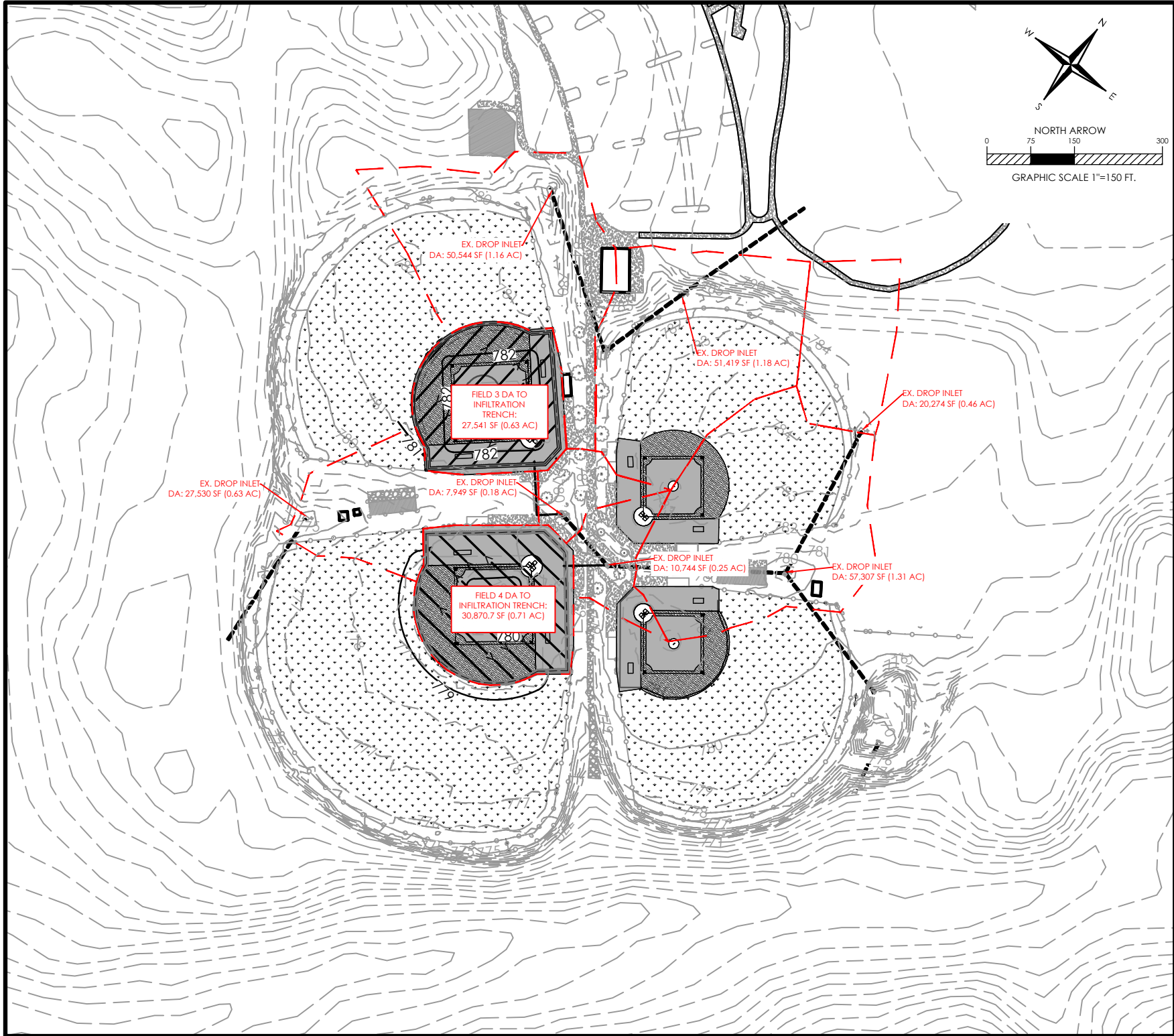
| PEAK CONTROL STORM EVENT | PRE-DEVELOPMENT RUNOFF | POST-DEVELOPMENT RUNOFF | POST-ROUTING RUNOFF | ELEVATION        |
|--------------------------|------------------------|-------------------------|---------------------|------------------|
| TOP OF TRENCH            |                        |                         |                     | 779.87           |
| 50YR-24HR                | 3.16 CFS               | 6.76 CFS                | 2.66 CFS            | 778.41           |
| 25YR-24HR                | 2.65 CFS               | 6.00 CFS                | 2.36 CFS            | 777.88           |
| 10YR-24HR                | 1.99 CFS               | 5.00 CFS                | 1.88 CFS            | 777.15           |
| 2YR-24HR                 | 0.91 CFS               | 3.22 CFS                | 0.38 CFS            | 775.92           |
| 1YR-24HR                 | 0.60 CFS               | 2.65 CFS                | 0.00 CFS            | 775.46           |
| <b>BMP</b>               |                        | <b>REQUIRED</b>         | <b>PROVIDED</b>     | <b>ELEVATION</b> |
| WQV                      |                        | 2,444 CU.FT.            | 2,446 CU.FT.        | 775.21           |
| CPV                      |                        | 4,008 CU.FT.            | 4,010 CU.FT.        | 776.77           |
| Infiltration Trench SF   |                        | 947 S.F.                | 2506 S.F.           | BOTTOM 772.77    |
|                          |                        |                         |                     |                  |

# HUNTERSVILLE ATHLETIC PARK

PIN # 01742110

11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078

## DRAINAGE AREA MAP





# Soil Map—Mecklenburg County, North Carolina



Map Scale: 1:5,180 if printed on A landscape (11" x 8.5") sheet.

0 50 100 200 300 Meters

0 250 500 1000 1500 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 17N WGS84



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

12/16/2022  
Page 1 of 3

## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Mecklenburg County, North Carolina

Survey Area Data: Version 22, Sep 12, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 13, 2022—May 9, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

| Map Unit Symbol                    | Map Unit Name                                                   | Acres in AOI | Percent of AOI |
|------------------------------------|-----------------------------------------------------------------|--------------|----------------|
| CeB2                               | Cecil sandy clay loam, 2 to 8 percent slopes, moderately eroded | 2.0          | 1.7%           |
| HeB                                | Helena sandy loam, 2 to 8 percent slopes                        | 35.3         | 29.9%          |
| MO                                 | Monacan loam, 0 to 2 percent slopes, frequently flooded         | 12.1         | 10.2%          |
| VaB                                | Vance sandy loam, 2 to 8 percent slopes                         | 42.9         | 36.3%          |
| VaD                                | Vance sandy loam, 8 to 15 percent slopes                        | 20.3         | 17.2%          |
| WkD                                | Wilkes loam, 8 to 15 percent slopes                             | 5.4          | 4.6%           |
| WkE                                | Wilkes loam, 15 to 25 percent slopes                            | 0.1          | 0.1%           |
| <b>Totals for Area of Interest</b> |                                                                 | <b>118.1</b> | <b>100.0%</b>  |













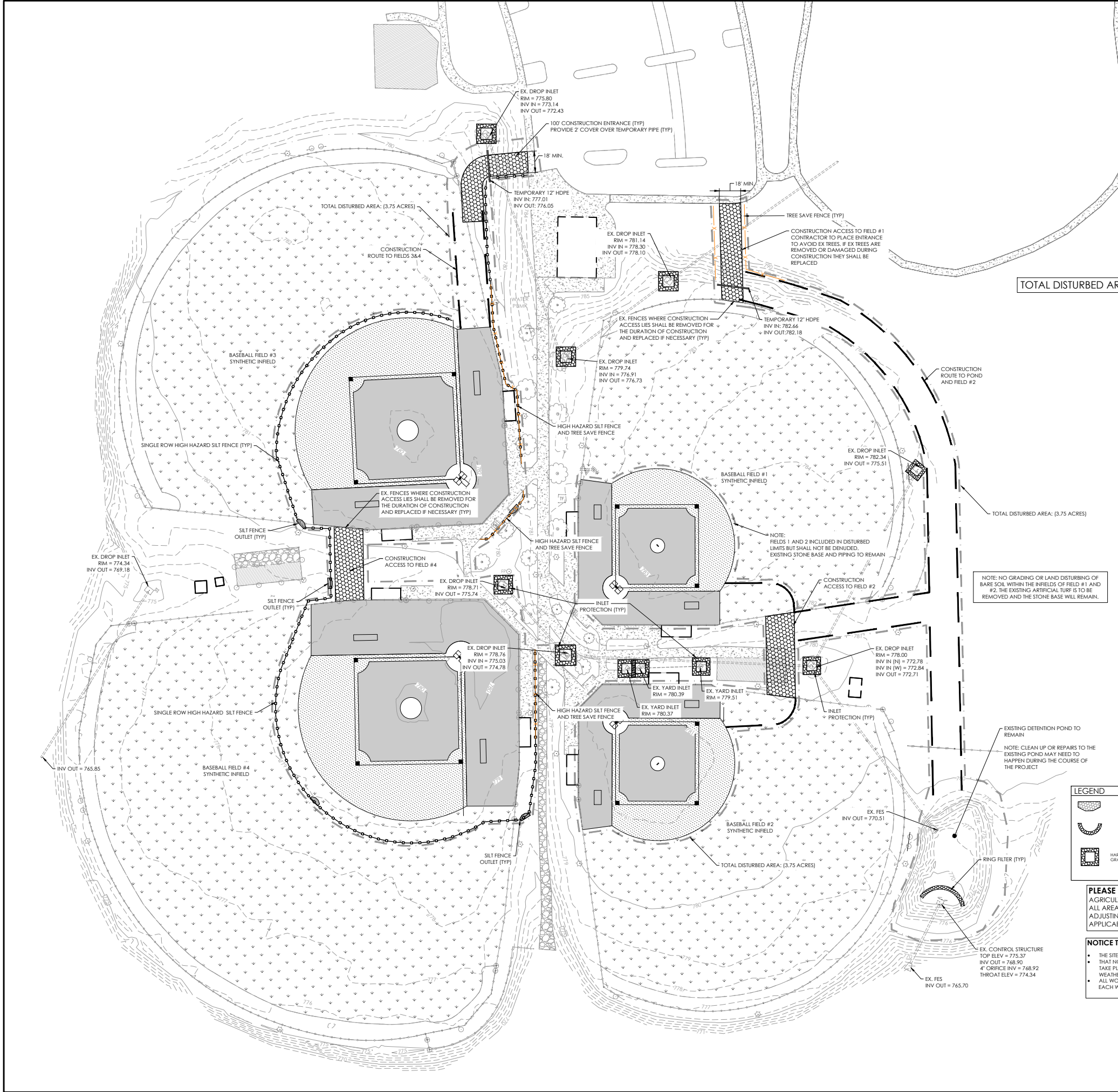












- ENHANCED EROSION CONTROL REQUIREMENTS**
1. SURFACE WATER DRAIN DOWN DEVICES (FLASHBOARD RISERS OR SKIMMERS) SHALL BE INSTALLED IN ALL SEDIMENT BASINS. ROCK COFFER FOREBAYS SHALL BE USED IN CONJUNCTION WITH ALL SEDIMENT BASINS. THE BASIN SHALL ALSO HAVE A VOLUME TWENTY-FIVE (25) PERCENT GREATER THAN 1800 CUBIC FEET PER DRAINAGE ACRE, WHEN POSSIBLE.
  2. THE AMOUNT OF UNCOVERED AREA AT ANY ONE TIME SHALL BE LIMITED TO NO MORE THAN 20 ACRES, WITHOUT SPECIAL APPROVAL FROM THE JURISDICTIONAL AUTHORITY\*.
  3. POLYACRYLAMIDES (PAM) SHALL BE USED TO REDUCE TURBIDITY AND SUSPENDED SOLIDS WHENEVER A SEDIMENT TRAP, BASIN, PIT, HOLE OR BUILDING FOUNDATION IS BEING PUMPED OUT TO REMOVE SEDIMENT LADEN WATER. THIS ACTIVITY MUST BE INSPECTED AND APPROVED BY THE CITY/COUNTY EROSION CONTROL INSPECTOR.
  4. POLYACRYLAMIDES MAY BE REQUIRED ON SITE, AS DETERMINED BY THE CITY/COUNTY EROSION CONTROL INSPECTOR.
  5. DOUBLE ROW OF HIGH HAZARD SILT FENCE WITH WIRE BACKING AND OTHER SURFACE WATER BODIES, AS WELL AS ADJACENT TO ALL S.W.I.M. OR OTHER WATER QUALITY BUFFERS, SINGLE ROW OF SILT FENCE WITH WIRE BACKING AND STONE MAY BE REQUIRED ON ALL OTHER AREAS, AS DETERMINED BY THE JURISDICTIONAL AUTHORITY\* OR CITY/COUNTY EROSION CONTROL INSPECTOR.
  6. A 10-FOOT UNDISTURBED BUFFER SHALL BE PROVIDED AROUND THE OUTSIDE EDGE OF INTERMITTENT AND PERENNIAL STREAMS, PONDS AND WETLANDS. INCIDENTAL DRAINAGE IMPROVEMENTS OR REPAIRS WILL BE PERMITTED WITHIN THE BUFFER AS APPROVED BY CITY/COUNTY STAFF. THESE WOULD INCLUDE ANY ALLOWANCES STATED IN THE SWIM BUFFER AND/OR PCCO ORDINANCES, IF APPLICABLE.
  7. A GROUND COVER SUFFICIENT TO RESTRAIN ACCELERATED EROSION MUST BE PROVIDED WITHIN 7 CALENDAR DAYS OF THE DATE OF LAST LAND-DISTURBING ACTIVITY ON ANY PORTION OF THE PROJECT.
  8. ALL DIVERSION DITCHES AND INTERIOR BASIN SLOPES MUST BE MATTED.
  9. SUFFICIENT ACCESS FOR CONSTRUCTION AND MAINTENANCE MUST BE PROVIDED AT THE TOE OF ALL RETAINING WALLS THAT ARE 4' OR HIGHER. THE MINIMUM ACCESS WIDTH SHOULD BE NO LESS THAN SIX FEET.
  10. ALL BASIN SPILLWAYS SHALL BE SIZED TO PASS THE 25-YR STORM EVENT.
  11. SLOPE STEEPNESS SHALL BE LIMITED TO 2:1. SLOPES STEEPER THAN 3:1 MUST BE TERRACED OR OTHERWISE PROVIDE AN APPROVED ENGINEERED SOLUTION. SLOPES 3:1 OR FLATTER MUST BE DESIGNED AS SET FORTH IN THE NC SOIL EROSION & SEDIMENT PLANNING & DESIGN MANUAL, STANDARD 6.02A.
  12. ALL PLANS WILL CARRY A "PERFORMANCE RESERVATION".
  13. ALL SELF-INSPECTION LOG BOOK ENTRIES WILL BE ELECTRONICALLY SENT TO THE AREA INSPECTOR, WITHIN 2 WORKING DAYS OF A QUALIFYING RAIN EVENT OR WEEKLY (WHICHEVER IS SHORTER).
  14. FOR EROSION CONTROL BASINS WITH A DRAINAGE AREA GREATER THAN 10 ACRES, TURBIDITY MEASUREMENTS MAY BE REQUIRED AT THE DISCRETION OF THE JURISDICTIONAL AUTHORITY\*. TO MEASURE CLARITY OF BASIN EFFLUENT AND ANY POTENTIAL IMPACT TO RECEIVING WATERS AT THE TIME OF RAINFALL-TRIGGERED INSPECTIONS, READINGS MUST BE COLLECTED AT THE BASIN OUTFALL (TO MEASURE CLARITY OF BASIN EFFLUENT), UPSTREAM OF THE DISCHARGE POINT (TO MEASURE BASELINE CONDITIONS) AND DOWNSTREAM OF THE DISCHARGE POINT (TO MEASURE STREAM IMPACTS OF BASIN EFFLUENT) WHEN POSSIBLE. THE RESULTS MUST BE LOGGED IN THE INSPECTION REPORTS.

TOTAL DISTURBED AREA: 3.75 ACRES

- CONSTRUCTION SEQUENCE:**
1. OBTAIN APPROVAL FOR GRADING/EROSION CONTROL PLAN FROM ENGINEER.
  2. CONTACT NCDEQ MOORESVILLE REGIONAL OFFICE AT LEAST 48 HOURS PRIOR TO COMMENCING THE LAND-DISTURBING ACTIVITY. CONTACT NUMBER: (704)663-1699
  3. INSTALL STABILIZED CONSTRUCTION ENTRANCES/EXITS.
  4. CLEAR & GRUB ONLY THE AREAS REQUIRED FOR INSTALLATION OF PERIMETER CONTROLS.
  5. INSTALL INLET PROTECTION AND TEMPORARY SILT FENCE AS SHOWN ON THE PLANS.
  6. AFTER INSTALLING ALL MEASURES, CONTACT NCDEQ FOR INSPECTION AND RECEIVE CERTIFICATE OF COMPLIANCE.
  7. CLEAR, GRUB AND BEGIN ROUGH GRADING OF THE SITE. IT IS RECOMMENDED THAT THE CONTRACTOR BEGINS BY REMOVING EXCESS SOIL FROM THE SITE.
  8. GRADE SUB BASE OF FIELD 3 AND 4, AND INSTALL STONE/DRAINAGE
  9. REMOVE EXISTING TURF OF FIELD 1 AND 2, AND INSTALL NEW SYNTHETIC TURF SURFACE
  10. BRING SITE TO FINISH GRADE, LEAVING EROSION CONTROL MEASURES IN PLACE AS LONG AS POSSIBLE.
  11. STABILIZE ANY AREAS THAT ARE AT FINISHED GRADE AND WILL NOT BE DISTURBED, OR IN ACCORDANCE TO NCDEQ STANDARDS. SEDIMENT BASIN MAY NOT BE REMOVED OR CONVERTED TO PERMANENT BMP'S UNTIL ALL UPLAND AREAS PERMANENTLY STABILIZED.
  12. CLEANUP OR REPAIR XISTING POND AS NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION.
  13. PREP ALL REMAINING DISTURBED AREAS FOR SEEDING.
  14. RING FILTER SHALL REMAIN UNTIL ALL UPSTREAM AREAS ARE STABILIZED.
  15. SILT FENCE SHALL REMAIN IN PLACE UNTIL ALL AREAS DRAINING TO THEM ARE BUILT OUT AND PERMANENTLY STABILIZED UNLESS OTHERWISE APPROVED BY THE INSPECTOR.
  16. PER NPDES REQUIREMENTS, A RAIN GAUGE, SELF-INSPECTIONS RECORDS, PERMIT, CERTIFICATE OF COVERAGE, AND S&E PLAN ARE REQUIRED TO BE MAINTAINED ON SITE AND ACCESSIBLE DURING INSPECTION. IT IS RECOMMENDED THAT THESE ITEMS BE PLACED IN A PERMITS BOX AT THE BEGINNING OR ENTRANCE OF PROJECT
  17. THE CONTRACTOR SHALL CONDUCT SELF-INSPECTIONS OF EROSION AND SEDIMENTATION CONTROL MEASURES AND COMPLETE THE FOLLOWING COMBINED SELF-INSPECTION FORM FOUND ON THE DEMIR WEBSITE. TWELVE MONTHS OF COMPLETE INSPECTION FORMS SHALL BE KEPT ON-SITE AND AVAILABLE FOR INSPECTIONS AT ALL TIMES. IT IS RECOMMENDED A COPY BE KEPT IN PERMITS BOX.
  18. SELF INSPECTIONS FOR EROSION AND SEDIMENTATION CONTROL MEASURE ARE TO BE PERFORMED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF EVERY RAIN EVENT OF GREATER THAN 1 INCH. ANY NEEDED REPAIRS SHALL BE MADE IMMEDIATELY TO MAINTAIN MEASURES AS DESIGNED. ALL ESC MEASURES SHALL BE MAINTAINED AS SPECIFIED IN THE CONSTRUCTION DETAILS ON THIS PLAN. A RAIN GAUGE SHALL BE INSTALLED AT THE PROJECT SITE FOR MONITORING.
  19. CONTACT DEMIR MOORESVILLE REGIONAL OFFICE FOR FINAL INSPECTION.

- EROSION CONTROL NOTES:**
1. TOTAL DISTURBED AREA = 3.75 ACRES
  2. ANY GRADING BEYOND THE DENUDED LIMITS SHOWN ON THE PLAN IS A VIOLATION OF THE STATE EROSION CONTROL ORDINANCE AND IS SUBJECT TO A FINE.
  3. ALL GRADED SLOPES MUST BE SEEDED AND MULCHED AS SPECIFIED BELOW.
  4. ADDITIONAL MEASURES TO CONTROL EROSION AND SEDIMENT MAY BE REQUIRED BY A REPRESENTATIVE OF NCDEQ.
  5. SLOPES SHALL BE GRADED NO STEEPER THAN 3:1.
  6. STABILIZATION IS THE BEST FORM OF EROSION CONTROL. TEMPORARY SEEDING IS NECESSARY TO ACHIEVE EROSION CONTROL ON LARGE DENUDED AREAS AND ESPECIALLY WHEN REQUIRED SPECIFICALLY AS PART OF THE CONSTRUCTION SEQUENCE SHOWN ON THE PLAN.
  7. ALL EMBANKMENTS MUST BE CONSTRUCTED PER SECTION 4.0.6 EMBANKMENT REQUIREMENTS IN THE BMP DESIGN MANUAL.

**HUNTERSVILLE INSPECTORS**

**EROSION CONTROL INSPECTOR**  
ANNE LOFTIN (704)766-2256

**LAND DEVELOPMENT INSPECTORS**  
CECIL TALBOT (704)766-2258

**ZONING INSPECTOR**  
AU'DARIUS BLACKWOOD (704)766-2251

SEE DETAIL SHEETS C07 & C08 FOR EROSION CONTROL DETAILS.

**LEGEND**

|  |                                            |  |                        |
|--|--------------------------------------------|--|------------------------|
|  | SILT FENCE OUTLET                          |  | RIP RAP                |
|  | RING FILTER                                |  | TREE FENCE             |
|  | HARDWARE CLOTH AND GRAVEL INLET PROTECTION |  | HIGH HAZARD SILT FENCE |
|  |                                            |  | DENUDED LIMITS         |
|  |                                            |  | PROJECT LIMITS         |

**PLEASE NOTE:** A NORTH CAROLINA DEPARTMENT OF AGRICULTURE SOILS TEST (OR EQUAL) SHALL BE OBTAINED FOR ALL AREAS TO BE SEEDED. RECOMMENDED FERTILIZER AND PH ADJUSTING PRODUCTS SHALL BE INCORPORATED INTO APPLICABLE AREAS BASED ON THE TEST RESULTS.

**NOTICE TO CONTRACTOR:**

- THE SITE SHOULD BE "STORM READY" AT THE END OF EACH WORK DAY/WEEK.
- THAT NO MAJOR GRADING ACTIVITIES OR BASIN CONSTRUCTION ARE TO TAKE PLACE DURING WET WEATHER OR PERIODS OF PREDICTED WET WEATHER
- ALL WORK WITHIN THE RIPARIAN BUFFER MUST BE STABILIZED BY THE END OF EACH WORK DAY

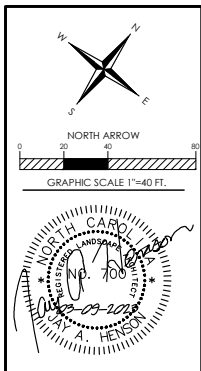
| SECTION E: GROUND STABILIZATION                            |                                                                         |                                                                                                                                                                         |
|------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required Ground Stabilization Timeframes                   |                                                                         |                                                                                                                                                                         |
| Site Area Description                                      | Stabilize within this many calendar days after ceasing land disturbance | Timeframe variations                                                                                                                                                    |
| (a) Perimeter dikes, swales, ditches, and perimeter slopes | 7                                                                       | None                                                                                                                                                                    |
| (b) High Quality Water (HQP) Zones                         | 7                                                                       | None                                                                                                                                                                    |
| (c) Slopes steeper than 3:1                                | 7                                                                       | If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed<br>-7 days for slopes greater than 50' in length and with slopes steeper than 4:1 |
| (d) Slopes 3:1 to 4:1                                      | 7                                                                       | -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones                                                                                            |
| (e) Areas with slopes flatter than 4:1                     | 7                                                                       | -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones                                                                                            |

**Note:** After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

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



**HensonFoley**  
Landscape Architecture | Civil Engineering  
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NC ENGINEERING BOARD LICENSE # C-9281  
NC LANDSCAPE ARCHITECTURE BOARD LICENSE # C-399



**HUNTERSVILLE ATHLETIC PARK**  
PIN # 01742110  
11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078

**EROSION PH 1**

**REVISIONS:**

|                            |
|----------------------------|
| 2023/03/09 - TOWN COMMENTS |
|                            |
|                            |
|                            |
|                            |
|                            |
|                            |
|                            |
|                            |
|                            |

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| DATE: 02/03/2023 DRAWN BY: HFI |
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| SHEET OF                       |

**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** David Peete, Principal Planner

**Date:** June 20, 2023

**Subject:** Call for Pubic Hearing: Petition #R23-01 Foundry - Everette Keith Rd by Foundry Commerical

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**EXPLAIN REQUEST:**

Call a public hearing for Monday, July 17, 2023 at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #R23-01, Foundry - Everette Keith Road, a request by Foundry Commercial, LLC to rezone +/- 59.66-acres generally located east of Everette Keith Road and south of Hambight Road from existing Transitional Residential to Corporate Business - Conditional District for approximately 750,000 square feet of light industrial space (Parcel Nos. 01915122, 01915132, 01915137, 01915102, 01915121, 01915143, 01915145, 01915103, 01915124, 01915123, 01915146, 01915127, 01915142, 01915144, 01915104, 01915126, 01915125, 01915105, 01915119, 01915133, 01915134, 01915136, 01915148, 01915131, 01915107 & 01915138).

**ACTION RECOMMENDED:**

Call a public hearing.

**FINANCIAL IMPLICATIONS:**

n/a

**ATTACHMENTS:**

None

**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Heather Maloney, Senior Planner

**Date:** June 20, 2023

**Subject:** Resolution for Safe Streets and Roads for All Discretionary Grant Program

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**EXPLAIN REQUEST:**

The Safe Streets and Roads for All (SS4A) Grant Program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries in support of the goal of zero roadway deaths. Through the SS4A Planning Grant, the Town of Huntersville will be seeking funding to create a Safety Action Plan to evaluate and develop strategies and project recommendations to address safety risks on our roadways. By creating a Safety Action Plan, the Town will be eligible in subsequent years to reapply for additional funding through the SS4A Grant Program to implement the projects and strategies identified in the Safety Action Plan.

**ACTION RECOMMENDED:**

Adopt Resolution Authorizing the Application to the 2023 Safe Streets and Roads for All (SS4A) Discretionary Grant Program

**FINANCIAL IMPLICATIONS:**

If awarded the grant, the Town will spend \$36,000 from the Planning Department's Contract Services Budget (FY 2024) as a required 20% match for a total grant request of \$180,000.

**ATTACHMENTS:**

1. Safe Streets and Roads for All Grant Application - Memo 2023.06.20
2. Safe Streets and Roads for All - Summary Information
3. Safe Streets and Roads for All Grant Application - Resolution Document 2023.06.20

**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Heather Maloney, Planning

**Date:** 6/20/23

**Subject:** Adopt Resolution Authorizing the Application to the Safe Streets and Roads for All Discretionary Grant Program

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**EXPLAIN REQUEST:**

The Safe Streets and Roads for All (SS4A) Grant Program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries in support of the goal of zero roadway deaths. Through the SS4A Planning Grant, the Town of Huntersville will be seeking funding to create a Safety Action Plan to evaluate and develop strategies and project recommendations to address safety risks on our roadways. By creating a Safety Action Plan, the Town will be eligible in subsequent years to reapply for additional funding through the SS4A Grant Program to implement the projects and strategies identified in the Safety Action Plan.

**ACTION RECOMMENDED:**

Adopt Resolution Authorizing the Application to the 2023 Safe Streets and Roads for All (SS4A) Discretionary Grant Program

**FINANCIAL IMPLICATIONS:**

If awarded the grant, the Town will spend \$36,000 from the Planning Department's Contract Services Budget (FY 2024) as a required 20% match for a total grant request of \$180,000.

**Attachments:**

- RESOLUTION AUTHORIZING THE APPLICATION TO THE 2023 SAFE STREETS AND ROADS FOR ALL (SS4A) DISCRETIONARY GRANT PROGRAM



## **Safe Streets and Roads for All (SS4A) Discretionary Grant Program Summary Information**

### **Funding Available:**

- \$5 billion over 5 years from the Infrastructure Investment and Jobs Act (IIJA)
  - Will be awarding 100s of Action Plan Grants this year
  - Action Plan Award Amounts: minimum \$100,000, maximum \$10M
  - Expected to complete in 1-2 years
  - 20% local match
  - Can apply for implementation grant in future rounds once we have an adopted Safety Action Plan (\$2.5M-\$25M awards)

### **Grant Priorities**

- Successful Applications will have engagement and innovative strategies to:
  - Promote safety to prevent death and serious injuries on public roadways
  - Employ low-cost, high-impact strategies that can improve safety over a wider geographic area
  - Ensure equitable investment in the safety needs of underserved communities
  - Incorporate evidence-based projects and strategies AND adopt innovative technologies and strategies
  - Demonstrate engagement with a variety of public and private stakeholders
  - Align with priorities such as safety; climate change and sustainability; equity; and workforce development, job quality, and wealth creation

### **What is a Safety Action Plan?**

- A study and report that develops a holistic, well-defined strategy to prevent roadway fatalities and serious injuries
- Examples include Vision Zero Action Plans and Roadway and Intersection Safety Improvement Studies

For more information, visit <https://www.transportation.gov/grants/SS4A>



## **RESOLUTION AUTHORIZING THE APPLICATION TO THE 2023 SAFE STREETS AND ROADS FOR ALL (SS4A) DISCRETIONARY GRANT PROGRAM**

**WHEREAS**, the Town of Huntersville has identified safety as a key mobility principle in its 2040 Community Plan and recommends improving the safety for bicyclists, pedestrians, and motorists; and

**WHEREAS**, the 2040 Community Plan calls for the Town to become a Vision Zero Community with a transportation system designed to eliminate roadway fatalities and serious injuries; and

**WHEREAS**, the Safe Streets and Roads for All (SS4A) Grant Program provides funding to conduct comprehensive safety studies to create Safety Action Plans that evaluate roadway safety risks and identify strategies and roadway projects to address those risks; and

**WHEREAS**, the creation of a Safety Action Plan will make the Town of Huntersville eligible for future rounds of implementation grant funding through the SS4A Grant Program; and

**WHEREAS**, the Safe Streets and Roads for All (SS4A) Grant Program requires a 20% local match to the 80% covered by Federal funds; and

**WHEREAS**, the Planning Department has requested budget for contracts services for grant applications.

**NOW THEREFORE, BE IT RESOLVED**, the Town of Huntersville authorizes the Planning Department to apply to the 2023 Safe Streets and Roads for All (SS4A) Discretionary Grant Program, requesting a grant of \$180,000, of which the Town of Huntersville will provide a 20% match of \$36,000, and to create a Safety Action Plan following the requirements of the SS4A Grant Program.

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

Adopted this 20<sup>th</sup> day of June 2023.

ATTEST:

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Janet Pierson, Town Clerk

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Melinda Bales, Mayor

APPROVED AS TO FORM:

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Emily Sloop, Town Attorney

**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Kevin Fox, Director of Public Works

**Date:** June 20, 2023

**Subject:** Waste Connections Contract

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**EXPLAIN REQUEST:**

The Town of Huntersville has negotiated a contract for town-wide solid waste services with Waste Connections of the Carolinas. Discussions were held with multiple vendors and our current service provider offered the best over-all pricing and services. No major changes to the current level of service are expected, and the new contract is for a term of seven years.

**ACTION RECOMMENDED:**

Award solid waste services Contract to Waste Connections of the Carolinas

**FINANCIAL IMPLICATIONS:**

As provided for in the FY24 budget

**ATTACHMENTS:**

1. Town of Huntersville Solid Waste Contract FINAL 6-13-23
2. Corp Limits ETJ 5-10-2023



**EXCLUSIVE FRANCHISE FOR  
THE COLLECTION, HAULING, AND DISPOSAL OF  
MUNICIPAL SOLID WASTE, RECYCLYABLE MATERIALS, AND YARD WASTE  
IN THE TOWN OF HUNTERSVILLE, NC**

THIS EXCLUSIVE FRANCHISE (this “Contract”), is made and entered into this \_\_\_\_ day of June 2023, by and between the **Town of Huntersville**, a body politic and existing under the laws of the State of North Carolina (hereinafter referred to as “Town”), and **Waste Connections of North Carolina, Inc.**, a North Carolina corporation organized and doing business in the State of North Carolina (hereinafter referred to as “Service Provider”), collectively the “Parties.”

**RECITALS**

**WHEREAS**, the Town’s current exclusive franchise agreement for the collection and disposal of municipal solid waste, recyclable materials, and yard waste expires at midnight on June 30th, 2023;

**WHEREAS**, the Town, subject to the terms and conditions set forth herein and the ordinances and regulations of the Town, desires to grant to the Service Provider the exclusive franchise, license, and privilege to collect, haul, and dispose of municipal solid waste, recyclable materials, and yard waste (as such terms are defined herein) within the Town’s corporate limits, as may be amended from time to time.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained in this Contract, the parties hereby agree as follows:

**ARTICLE I: DEFINITIONS**

1. **DEFINITIONS**

Whenever in these specifications, Contract documents, and/or other documents related to this Contract the following terms are used, the intent and meaning shall be interpreted as follows:

1.1. **Annual Contract Sum**: The total annual cost for all types of collection services (municipal solid waste, recyclable materials, and yard waste), calculated using the current number of residential units in the customer base. The number of residential units in the initial customer base, as defined herein, will serve as the starting point basis for calculation of the Annual Contract Sum for the first year of the initial term of the Contract. The formula for calculation of the Annual Contract Sum is as follows: monthly residential unit price X the number of residential units in the customer base X twelve (12) months.

1.2. **Annexed Area**: Any area, contiguous or non-contiguous to the contract area, that is added to the boundaries of the Town by any method of annexation during the contract term.

1.3. **Area Miss**: For purposes of liquidated damages, an Area Miss shall be considered 100 valid misses, as defined herein, on any given day that customers are expecting service.

1.4. Bag: Clear plastic or paper sacks, secured at the top, designed to store yard waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a Bag shall be between twenty-five (25) gallons and thirty-five (35) gallons, and the weight of a Bag and its contents shall not exceed seventy-five (75) pounds.

1.5. Bundles: Items measuring less than three (3) inches in diameter and less than four (4) feet in length and collectively weighing less than fifty (50) pounds, which are stacked, including, but not limited to, tree limbs, shrubs, and brush trimmings.

1.6. Business Day: Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the Town.

1.7. Back Door Service: Collection services for a residential unit performed at a designated pickup location other than the curbside, which the Service Provider will provide at no additional cost to customers who are physically disabled as defined in this Contract.

1.8. Collection Services: Containerized collection of municipal solid waste, recyclable materials, and yard waste as defined in this Contract, including hauling and disposal of the collected materials, by the Service Provider at a disposal facility. The term Collection Services may be used interchangeably with the "Work."

1.9. Collection Services Route Maps: Detailed route maps showing the routes for Collection Services within the Contract Area as approved by the Town's designated representative and as may be amended from time to time.

1.10. Collection Services Schedule: The schedule of routine Collection Services to be provided to Customers by the Service Provider pursuant to the terms and specifications of this Contract, as approved by the Town's Designated Representative, and as may be amended from time to time.

1.11. Container: Any receptacle, including but not limited to front-load containers, roll-off containers, and roll-out cart containers, used by the Service Provider for collection of municipal solid waste, recyclable materials, or yard waste.

1.12. Contract Area: The geographic area(s) of the Town, including any Annexed Areas, within which Collection Services will be provided by the Service Provider during the Contract term and any renewal term(s), if granted. The initial Contract Area, as may be amended, is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

1.13. Construction and Demolition Waste: Solid waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include excluded waste or municipal solid waste.

1.14. Customer: residential units and designated municipal facilities receiving Collection Services pursuant to this Contract.

1.15. Customer Base: The initial customer base plus new customer requests that are approved for addition to the Customer Base by the Town's designated representative during the term of the Contract.

1.16. Designated Municipal Facilities: Municipal facilities designated for Collection Services under the Contract as depicted on **Exhibit B** attached hereto and incorporated herein by reference. The Designated Municipal facilities may be amended from time to time by the Town's designated representative.

1.17. Designated Representative: The Town's Designated Representative shall be the Town's Public Works Director or designee.

1.18. Disposal Facility: Defined as a facility to which each material collected under the Contract must be delivered. The Disposal Facility for any or all of the materials collected may change to meet the need and contractual obligations of the Town. The term Disposal Facility may be used interchangeably with "Landfill."

1.19. Excluded Waste: Any Hazardous Waste (as defined herein) and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state, or local laws or regulations.

1.20. Front-Load Container: Container with a capacity between two (2) and ten (10) cubic yards used for Collection Services at Designated Municipal Facilities.

1.21. Hazardous Waste: Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order, or regulation.

1.22. Holidays: The following days:

- (1) New Year's Day (January 1<sup>st</sup>)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25<sup>th</sup>).

1.23. Initial Customer Base: The number of residential units and Designated Municipal Facilities required to receive Collection Services pursuant to this Contract as of the first day of the initial term of the Contract. The number of residential units in the Initial Customer Base shall be the starting point basis for billing by the Service Provider. The proposed Initial Customer Base shall be provided by the Service Provider in writing to the Town's Designated Representative for review and approval no later than ten (10) Business Days prior to the first day of the initial term of the Contract.

1.24. Missed Collection Service: Reported or discovered missed Collection Service from any Customer location at the time it is reported or discovered. Once any route has been completed, or is scheduled to have been completed, any Missed Collection Service will be designated as a Missed Collection Service, regardless of the time of day that it is reported or discovered.

1.25. Monthly Residential Unit Price: The monthly price for all Collection Services per residential unit as set forth in **Exhibit C** attached hereto and incorporated herein, as may be amended from time to time.

1.26. Multi-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates municipal solid waste, recyclable materials, and yard waste such as duplexes, triplexes, and quadruplexes.

1.27. Municipal Solid Waste: Solid waste resulting from or incidental to municipal, community, institutional, recreational, or residential activities. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

1.28. New Customer. A residential unit location activated and approved for Collection Services within the Contract Area after the first day of the initial term of the Contract.

1.29. New Customer Request. A request for Collection Services at a residential unit location within the Contract Area that was not included in the Initial Customer Base as of the first day of the initial term of the Contract.

1.30. Physically Disabled: An individual who is either physically unable to bring a roll-out cart container to the curb or for whom the undertaking of such an act would clearly and seriously threaten that person's health.

1.31. Recyclable Materials: Any non-contaminated materials eligible for recycling at the Mecklenburg County Materials Recovery Facility, which may include, but are not limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials do not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

1.32. Refuse: is defined as that portion of Municipal Solid Waste which is not a Recyclable, Yard Waste, or other material specifically excluded from the definition of Municipal Solid Waste.

1.33. Repeat Missed Collection Services: A valid miss, as defined herein, that occurs more than once in a thirty (30) day period at any given Service Location. This term may also refer to a Repeat Missed Collection Service in an Area Miss.

1.34. Residential Unit: Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit as defined herein.

1.35. Roll-Off Container: Container with thirty (30) cubic yards of capacity used for Collection Services at Designated Municipal Facilities.

1.36. Roll-Out Cart Container: Container with ninety-six (96) gallons of capacity used for Collection Services.

1.37. Service Location. Physical locations where Collection Services are required to be performed under this contract at Designated Municipal Facilities or Residential Units.

1.38. Single Family Residential Unit: Any residential dwelling that is designed for, and inhabited by,

a single person or family unit and that generates and accumulates Municipal Solid Waste, Recyclable Materials, and yard waste.

1.39. Solid Waste: As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

1.40. Valid Miss: A Missed Collection Service at any given Service Location that was not collected by the times specified in this Contract, and that, upon investigation, is determined to have been missed by the Service Provider's negligence or omission.

1.41. Yard Waste: is defined as grass, weeds, leaves, tree trimmings, plants, shrubbery pruning, and such other similar materials, which are generated in the maintenance of yards and gardens and are separated from other solid waste materials and placed in a designated collection Container or Bag.

## **ARTICLE II: RULES OF CONSTRUCTION**

### **2. RULES OF CONSTRUCTION**

2.1. Number and Gender of Words. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders.

2.2. Use of Headings. The headings herein are solely for convenience of reference and shall not constitute part of this Contract nor shall they affect its meaning, construction, or effect.

2.3. Exhibits. All references to exhibits are references to exhibits of this Contract.

## **ARTICLE III: CONTRACT TERM**

### **3. CONTRACT TERM**

3.1. Exclusive Franchise: This Contract grants to the Service Provider an exclusive franchise for the collection, hauling, and disposal of Municipal Solid Waste, Recyclable Materials, and Yard Waste within the Contract Area, as may be amended from time to time. During the term of the Contract, as described below, the Service Provider may independently enforce the exclusivity provisions of this Contract against third-party violators including, but not limited to, seeking injunctive relief, and the Town shall reasonably cooperate in such enforcement actions brought by Service Provider.

3.2. Contract Term: The initial contract term will be for a period of seven (7) years. The initial term shall begin on July 1, 2023 and end at 11:59:59 p.m. on June 30, 2030 (the "Initial Term"). The Parties hereto may mutually agree to extend the Contract for two (2) successive two-year periods, each a "Renewal Term," and together with the Initial Term, the "Term." The Service Provider shall have the option of requesting a Renewal Term a minimum of one hundred twenty (120) days before the expiration of the Contract. The Town shall give the Service Provider written notice of its intention to extend the Contract a minimum of ninety (90) days before the expiration of the Contract. Any changes to the Contract shall be agreed to and accepted, in writing, by the Parties.

## ARTICLE IV: GENERAL OPERATIONS

### 4. GENERAL OPERATIONS

4.1. Scope of Work. The Service Provider shall furnish sufficient supervision, labor, personnel, equipment, vehicles, materials, tools, insurance, equipment storage, and all other incidental items necessary to perform Collection Services, including hauling and disposal of collected materials, within the Contract Area in accordance with generally accepted solid waste disposal practices and the Contract terms and specifications.

4.2. Containerized Collection Services. The Service Provider shall be responsible for providing Customers with regularly scheduled containerized Collection Services for Municipal Solid Waste, Recyclable Materials, and Yard Waste utilizing 96-gallon Roll-Out Cart Containers, unless otherwise specified. The Containers shall be color-coded grey for Municipal Solid Waste, blue for Recyclable Materials, and green for Yard Waste. All Containers issued after the first day of the Initial Contract Term shall also be uniformly labeled as to the respective material they are to be used for (i.e. the grey Containers shall be labeled "Municipal Solid Waste", the blue Containers shall be labeled "Recyclable Materials", and the green Containers shall be labeled "Yard Waste"). Collection of all three materials will be conducted Monday through Friday between 7:00 a.m. to 7:00 p.m., unless service is interrupted by a Holiday, an emergency, or inclement weather, in which case Collection Services may be extended to Saturday of the same week, but in any event, shall be provided on the Business Day immediately following the Holiday, end of the emergency, or end of the inclement weather event. Collection Services shall be provided to all Customers within the Contract Area based on the Collection Services Schedule and Collection Services Route Maps approved by the Town's Designated Representative. The initial Collection Services Schedule and Collection Services Route Maps shall be provided in writing to the Town's Designated Representative for review and approval no later than ten (10) Business Days prior to the first day of the Initial Term of the Contract. Amendments, if any, to the Collection Services Route Maps shall be provided to the Town for approval on a monthly basis. The assigned collection days for Municipal Solid Waste, Recyclable Materials, and Yard Waste shall coincide per Customer.

4.3. Fleet of Collection Vehicles. During the Contract Term, the Service Provider shall provide, maintain, and store a fleet of collection vehicles sufficient in number and capacity to perform and render the Collection Services required by the Contract. At all times during the Contract Term, the fleet must be sufficient to handle adverse and inclement weather and maintained in good repair free of excessive noise, odor, and emissions. An updated list of all vehicles to be used in the provision of Collection Services, along with year of manufacture and condition of each, shall be submitted to the Town's Designated Representative by July 1st of each year during the Contract Term. All vehicles must be uniformly identified and include the Service Provider's company name, phone number, and vehicle identification number. Vehicles used by subcontractors should also be easily identifiable.

4.4. Replacement of Fleet Vehicles. The Service Provider's fleet of vehicles used to provide Collection Services pursuant to this Contract shall be modernized by replacing vehicles in accordance with the replacement schedule set forth in **Exhibit D** attached hereto and incorporated herein by reference. The Parties acknowledge that the replacement schedule may be affected by vehicle delivery delays.

4.5. Provision of Containers. The Service Provider shall provide Containers to Customers for the containerized Collection Services, including replacement containers for those Containers that are lost, stolen, or damaged at Service Provider's sole expense. Container repairs and the cost of replacement parts (such as wheels, lids, hinges, axles, and handles) shall be the sole responsibility of the Service Provider. Replacements and repairs shall be provided by the Service Provider in a timely manner not to exceed ten (10) Business Days from the initial request for replacement or repair. Notwithstanding the foregoing, Customers shall not overload Containers by weight or volume and shall use the equipment only for its proper and intended purpose. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to the Service Provider upon demand. All Containers issued, replaced, or repaired after the first day of the Initial Term of the Contract shall bear the Service Provider's phone number and the Huntersville logo design depicted in **Exhibit E** attached hereto and incorporated herein by reference. The phone number shall be affixed to the Containers via a removable, adhesive sticker. Containers shall be leak-proof, durable, and easily cleanable. If the Service Provider experiences recurring theft of Containers or damages or destruction thereto, the Service Provider may, prior to replacing or repairing the Containers, require security deposits from the Customers utilizing such Containers. The amount of any security deposit shall not exceed the cost of the Container being secured.

4.6. Ownership of Containers. All Containers used in the performance of the Work hereunder, except for Containers purchased at a Customer's expense pursuant to Section 4.5 and Section 5.6, shall be considered property of the Town. Title to said Town-owned Containers shall remain with the Town at the end of the Contract Term, or upon termination of the Contract, at which time all Containers shall be conveyed to the Town.

4.7. New Customer Requests. The Service Provider shall be responsible for accepting and processing New Customer Requests for Collection Services from Residential Unit locations within the Contract Area, including the activation of new accounts for said Residential Unit locations. All New Customer Requests shall be processed within seven (7) calendar days of the Service Provider's receipt of the New Customer Request. Containers for Municipal Solid Waste, Recyclable Materials, and Yard Waste shall be delivered to the Residential Unit location of the New Customer Request within seven (7) calendar days of the account activation date.

4.8. Additional Services. The Service Provider shall not provide any Customer with additional services, which are outside the scope of the Contract, except that the Service Provider and Customers shall not be precluded from directly contracting for additional services which are not included within the scope of this Contract. Any additional services contracted for pursuant to this Section 4.8 shall be at the Customers' sole cost and expense. The Town shall not be responsible to the Service Provider or any Customer for any additional services provided by the Service Provider at the request of a Customer.

4.9. Title to Waste. Title to and liability for Municipal Solid Waste, Recyclable Materials, and Yard Waste shall pass to the Service Provider upon loading of such materials into the Service Provider's collection vehicles and transportation of those materials to the designated Disposal Facility shall be the sole and complete responsibility of the contractor. Notwithstanding the foregoing or any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently



collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the Town.

4.10. Public Education. On a bi-annual basis during the Term of the Contract, and within a reasonable time of any changes thereto, the Service Provider shall provide written education and awareness materials to notify Customers about complaint procedures, proper waste disposal, recycling, the Collection Services Schedules and Collection Route Maps, and applicable rules and regulations such that every Customer has equal exposure to such information. Up-to-date information regarding the preceding information shall also be posted on the Service Provider's website. The Service Provider shall provide alternative methods of notification to Customers with Physical Disabilities on an as needed basis.

4.11. Emergency Plan. No later than ten (10) Business Days prior to the first day of the Initial Term, the Service Provider shall submit an Emergency Plan to the Town which shall sufficiently detail those actions which the Service Provider will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster that would require a deviation from normal operating procedures. The Emergency Plan shall also include emergency contact phone numbers for the Service Provider and for key personnel, such that a responsible contact person is available to the Town at all times. The Emergency Plan must also include Customer notification procedures.

4.12. Customer Service. The Service Provider shall be responsible for all Customer inquiries and complaints, including damage claims, related to the provision of Collection Services pursuant to this Contract. All personnel shall serve Customers in a courteous and helpful manner. It shall be the duty of the Service Provider to take whatever steps may be necessary to remedy the cause of the complaint. The Service Provider will provide the Town with a log regarding the type, source, disposition, and disposition date of each complaint received on a weekly basis. The Service Provider shall make best efforts to resolve complaints not involving Missed Collection Services within seven (7) Business Days from their date of receipt. In any event, complaints not involving Missed Collection Services shall be resolved within thirty (30) Business Days from their date of receipt. Missed Collection Services are subject to the provisions of Article X. Failure to remedy Customer complaints in a timely manner shall be considered a breach of this Contract. The Town reserves the right to monitor the resolution of any complaints and notify the Service Provider of deficiencies. If the Town finds that deficiencies previously noted have not been corrected, a charge for reasonable monitoring costs will be deducted from the Service Provider's payment until all deficiencies have been corrected. Notwithstanding the foregoing, the Service Provider shall be required to remedy only those complaints to the extent such complaints arise out of the provision of Collection Services. This section does not preclude any other remedies associated with Missed Collection Services or other contractual requirements.

4.13. Care and Due Diligence. The Service Provider shall exercise all reasonable care and diligence in the provision of Collection Services, including hauling and disposal of collected materials. Care shall be taken by the Service Provider to prevent damage to property and landscaping and the Collection Services shall be performed with as little noise and disturbance to Customers as possible. Containers must be placed back in an upright position after being emptied into collection vehicles. If the container falls over, it must be reset in an upright position by the Service Provider. Reasonable effort must be made to prevent spilling, scattering, or dropping of collected materials during the provision of Collection Services. In the event that collected materials are spilled, scattered or dropped during the provision of Collection Services, the Service Provider shall immediately clean up the material. Failure to clean up spilled, scattered, or dropped materials shall constitute a breach of this Contract and the Service Provider shall pay the Town damages in the amounts listed in the liquidated

damages schedule set forth Article XIII.

4.14. No Interruption of Existing Service. No interruption of the existing Collection Services as being provided pursuant to the contract entered into between the Town and Service Provider on May 2nd, 2016 is permissible as a result of the award of this Contract.

4.15. Use of Subcontractors. The Service Provider's use of a subcontractor to perform any portion of the Collection Services described herein, including the hauling and disposal of collected materials, shall be pre-approved in writing by the Town's Designated Representative.

## **ARTICLE V: RESIDENTIAL COLLECTION SERVICES**

### **5. RESIDENTIAL COLLECTION SERVICES**

5.1. Access to Containers. Containers should be placed by Customers for Collection Services at least three (3) feet from trees, mailboxes, cars, obstructions, and other Containers. Collection vehicles should have clear access to Containers.

5.2. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste and Yard Waste from Single-Family Residential Units on a regular schedule of once per week and will collect Recyclable Materials once every other week. Containers must be placed within three (3) feet of the curbside or right-of-way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Notwithstanding the foregoing, Service Provider will provide Back Door Services to individuals with Physical Disabilities in accordance with Section 6.2.

5.3. Multi-Family Residential Units. From the curbside or a location mutually agreed upon by the Service Provider and Multi-Family Residential Unit owner, the Service Provider will collect Municipal Solid Waste and Yard Waste from Multi-Family Residential Units on a regular schedule of once per week and will collect Recyclable Materials once every other week. Notwithstanding the foregoing, Service Provider will provide Back Door Services to individuals with Physical Disabilities in accordance with Section 6.2.

5.4. Yard Waste Collection Services. With the exception of leaf and storm debris collection as described in Article VI, all Yard Waste must be placed in the proper Container and the Containers placed for Collection services as required by Sections 5.2 and 5.3, whichever is applicable.

5.5. Misplaced Materials. The Service Provider will not be required to provide Collection Services for Municipal Solid Waste, Recyclable Materials, and Yard Waste which are not timely and properly placed by Customers inside of Containers as directed by this Contract or the Service Provider's reasonable rules adopted and disseminated to Customers relating to the nature, volume, or weight of Municipal Solid Waste, Recyclable Materials, and Yard Waste. Notwithstanding the foregoing, the Service Provider shall provide the special collection services set forth in Article VI below. Misplaced materials shall not be considered leakage or spillage that the Service Provider is responsible for cleaning up, collecting, or disposing of for purposes of Sections 4.13 and 7.4 of this Contract.

5.6. Excess Materials. Should excess materials routinely be placed outside of the Containers, the Service Provider may, at the sole expense of the Customer, require the Customer to increase the frequency of Collection Services at their sole cost and expense or require the Customer to purchase an additional Container with sufficient capacity to contain the excess materials.

5.7. Unsafe Conditions. The Service Provider will not be required to provide Collection Services when Containers are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

## **ARTICLE VI: SPECIAL COLLECTION SERVICES**

### **6. SPECIAL COLLECTION SERVICES**

6.1. Collection Services for Designated Municipal Facilities. At no cost to the Town, the Service Provider shall provide weekly containerized Collection Services for Municipal Solid Waste and bi-weekly Collection Services for Recyclable Materials at the Designated Municipal Facility locations listed in **Exhibit B**, as may be amended from time to time. The Collection Services shall be performed at Designated Municipal Facilities utilizing Front-Load Containers and Roll-Off Containers.

6.2. Back Door Services. The Service Provider shall be responsible for accepting and processing requests for Back Door Services. The Service Provider shall designate a mutually agreeable pickup location for all approved Back Door Services. Back Door Services shall be provided on the same frequency as the Residential Collection Services described in Article IV of this Contract and in accordance with the approved Collection Services Schedule. The cost for Back Door Services shall be the monthly residential unit price as defined herein and depicted on **Exhibit C**.

6.3. Additional Yard Waste Collection Services for Leaves. In addition to regularly scheduled Collection Services for Yard Waste as described above in Article V, and at no additional cost to the Town, the Service Provider shall collect up to five (5) additional Bags of Yard Waste on a weekly basis from each Residential Unit during each year of the Contract Term. The Bags should be placed beside the Yard Waste Containers on days scheduled for Yard Waste Collection Services. From October 15th to January 15th during each year of the Contract Term, and at no additional cost to the Town, the Service Provider shall also collect (10) additional Bags of leaves from each Residential Unit on a weekly basis. The Bags shall be collected on the same days as Yard Waste and shall be placed beside Yard Waste Containers.

6.4. Additional Yard Waste Collection Services for Storm Debris. At no additional cost to the Town, the Service Provider shall collect Bundles of Yard Waste after major storm events as directed by the Town's Designated Representative. Bundles shall be collected on the same days as Yard Waste and shall be placed beside Yard Waste Containers.

6.5. Carboard Boxes. On days scheduled for Collection of Recyclable Materials, in addition to collection of Recyclable Materials placed in Containers, and at no additional cost to the Town, the Service Provider will collect up to twenty-five (25) corrugated carboard boxes that are properly broken down and placed next to the Containers for Recyclable Materials.

6.6. Collection of Christmas/Holiday Decorations. During each year of the Contract Term, organic Christmas and holiday decorations including garland, wreaths, and trees shall be collected by the Service Provider from December 26th to January 15th at no additional cost to the Town. Collection of organic Christmas and holiday decorations shall occur on days scheduled for Municipal Solid Waste Collection Services. Customers must place Christmas trees beside of Municipal Solid Waste Containers for collection. Other organic Christmas and holiday decorations may be placed beside of Municipal Solid Waste Containers or inside of Yard Waste Containers for collection. Organic Christmas and holiday decorations shall be stripped of all hangers, wires, lights, and other non-organic material. Artificial Christmas and holiday decorations shall be placed inside of the Containers for Municipal Solid Waste for collection.

6.7. Municipal Infrastructure Renovation or Street Blockage. In the event that municipal infrastructure renovation or street blockage obstructs access for Collection Services, the Service Provider shall provide alternative schedules and routes for Collection Services such that minimal disruption of service occurs.

6.8. New Customer Request Locations. Prior to the delivery of Containers as required by Section 4.7, the Service Provider shall provide Collection Services at Residential Unit locations that have submitted New Customer Requests. Materials for collection must be placed in Bags that are placed in accordance with Sections 5.2 or 5.3, whichever is applicable.

## **ARTICLE VII: HAULING**

### **7. HAULING**

7.1. Condition of Vehicles. All vehicles and equipment used for Collection Services and transportation of Municipal Solid Waste, Recyclable Materials, and Yard waste to Disposal Facilities shall be maintained in good repair and cleaned as often as necessary to maintain sanitary conditions and prevent nuisances or insect breeding.

7.2. Spillage and Leakage of Collected Materials. The Service Provider shall comply with all federal, state, and local laws including, but not limited to, health and safety regulations related to the protection of the environment. Vehicles and Containers used for the Collection Services and transportation of Municipal Solid Waste, Recyclable Materials, and Yard Waste shall be loaded and moved in such a manner that the contents will not fall, leak, or spill, and shall be covered when necessary to keep contents dry and to prevent blowing of material. Vehicles used for Collection Services shall also be maintained such that they do not leak oil or hydraulic fuel. If spillage or leakage of collected materials should occur during hauling, regardless of the location, the material shall be immediately picked up by the Service Provider, returned to the vehicle or container, and the area shall be properly cleaned.

7.3. Leakage of Oil and/or Hydraulic Fluid. If leakage of oil or hydraulic fluid should occur while hauling, the Service Provider shall investigate the leakage within 24 hours of receipt of notification of the leakage. Within 48 hours of receipt of notification of the leakage, the Service Provider shall provide the Town's Designated Representative with a response plan addressing the steps Service Provider will take to clean up the leakage. The response plan shall include a proposed cleanup schedule satisfactory to the Town's Designated Representative and the date and time of the initial investigation of the leakage. Unless otherwise agreed to by the Town's Designated Representative, the

Service Provider shall clean up the leakage within the times specified in the submitted response plan.

7.4. Failure to Clean. Failure to clean up spillage or leakage in accordance with either Section 7.2 or Section 7.3 constitutes a breach of this Contract and the Service Provider shall pay the Town damages in the amounts listed in the liquidated damages schedule set forth Article XIII.

## **ARTICLE VIII: DISPOSAL**

### **8. DISPOSAL**

8.1. Disposal Fees. The Service Provider is responsible for paying all fees, including taxes and tipping fees, associated with disposal of materials collected pursuant to this Contract.

8.2. Disposal Facilities. The Service Provider shall dispose of all collected Refuse at the BFI Charlotte Motor Speedway Landfill located at 5105 Moorhead Road, SR 1300, Concord, North Carolina. Recyclable Materials shall be disposed of at the Mecklenburg County Materials Recovery Facility (also known as Metrolina Recycling Facility) located at 1007 Amble Drive Charlotte, North Carolina. Yard Waste shall be disposed of at an approved Mecklenburg County Yard Waste Disposal Center.

8.3. Tonnage Reports. The Service Provider shall provide the Town with monthly tonnage reports for disposed of Municipal Solid Waste, Recycling, and Yard Waste.

## **ARTICLE IX: ITEMS TO BE RECYCLED**

### **9. ITEMS TO BE RECYCLED**

9.1. Items to be Recycled. All items accepted by the Mecklenburg County Materials Recovery Facility may be placed in Containers to be recycled. Customers and the Town, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Customer, or the Town, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement.

9.2. Change to Items to Be Recycled. It shall be the Service Provider's responsibility to inform Customers of any changes to the list of items that are accepted for recycling. If additional items become eligible to be recycled at the Mecklenburg County Materials Recovery Facility, the Service Provider shall be able to accommodate additional recyclable materials at no charge to the Town or Customers.

## **ARTICLE X: MISSED COLLECTION SERVICES**

### **10. MISSED COLLECTION SERVICES**

10.1. Missed Collection Service Calls and Reports. Service Provider is responsible for receiving, managing, logging, and responding to calls and complaints regarding Missed Collection Services. The

Service Provider is responsible for tracking and providing weekly reports of all Missed Collection Services to the Town in writing on a weekly basis. The weekly reports should include the date and location of the Missed Collection Services and the disposition date and the disposition of the Missed Collection Services.

10.2. Investigation and Response. The Service Provider is responsible for investigating and providing an appropriate response to all Missed Collection Services call and reports. If the Service Provider does not provide an appropriate response to a Missed Collection Service call, it will automatically be considered a Valid Miss.

10.3. Tagging for Non-Compliance. In the event that Service Provider's failure to collect materials is due to incorrect placement of Containers, mixing of Recyclable Materials with refuse, placement of excess materials, or other noncompliance with the provisions of this Contract, the Missed Collection Service shall not count as a Valid Miss. The Service Provider shall mark the Container and/or non-compliant materials with a tag/hanger or other clearly explanatory printed notice to the Customer explaining why Collection Services were not performed. The Service Provider shall be responsible for tracking and providing reports of all tagged Containers to the Town in writing on a weekly basis. The weekly reports should include the location of the tagged Container and the reason for the tag.

10.4. Failure to Collect Without Cause. In the event that the Service Provider fails to provide Collection Services without cause, resulting in a Valid Miss or an Area Miss, then the Service Provider shall provide Collection Services within one (1) Business Day of the Service Provider receiving notice of such failure. The Contractor shall use its best efforts to minimize the number of Valid Misses and Area Misses. The Service Provider's failure to provide Collection Services for a Valid Miss or Area Miss by the times specified in this Section 10.4 constitutes a breach of this Contract and the Service Provider shall pay the Town damages in the amounts listed in the liquidated damages schedule set forth Article XIII. In addition, the Town may opt to perform Collection Services for any Valid Miss or Area Miss and deduct any and all reasonable operating or contractual expenses incurred by the Town as a result of performing the Collection Services from payment to the Service Provider pursuant to Article XII.

10.5. Repeat Missed Services: The Service Provider is responsible for avoiding Repeat Missed Collection Services. The Service Provider's failure to provide immediate collection of Repeat Missed Collection Services constitutes a breach of this Contract and the Service Provider shall pay the Town damages in the amounts listed in the liquidated damages schedule set forth Article XIII.

## **ARTICLE XI: RATES AND RATE ADJUSTMENTS**

### **11. RATES AND RATE ADJUSTMENTS**

11.1. Initial Rates and Fees. The initial rates and fees to be charged by and paid to the Service Provider are set forth in **Exhibit C** attached hereto and incorporated herein by reference. The initial rates and fees are inclusive of all expenses including, but not limited to, fuel, disposal fees and tipping fees.

11.2. CPI-U Adjustment. The percentage increase, if any, in the CPI-U over the course of the previous twelve-month period shall be determined based on the index for the month of February for

each respective year of the Contract. For purposes of this Contract, the term “CPI-U” shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, All Items (1982-84 = 100). On an annual basis, the Service Provider shall receive an automatic rate increase of up to, but not to exceed, the percentage increase in the CPI-U for the previous twelve-month period as determined pursuant to this Section 11.2, if any. Rate increases pursuant to this provision shall become effective on July 1st of the year the increase is approved.

11.3. Cost Increases. At any time during the term of this Contract, the Service Provider may request to increase the rates set forth in this Contract to offset documented increases in disposal fees, increases in the Service Provider’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider’s operations or the services provided hereunder, and any increases in and newly imposed taxes, fees, or other governmental charges assessed against or passed through to the Service Provider, with the exception of increases in income taxes and real property taxes. Attached hereto and incorporated herein by reference as **Exhibit F**, is a Fuel Price Adjustment Rider, which establishes the base index for the fuel price to be included in the initial rate calculation as set forth in **Exhibit C**. The Service Provider shall be entitled to request a change in the rate depending on fluctuation in fuel price as specified in the Fuel Price Adjustment Rider. The Town shall not unreasonably withhold, condition, or delay its consent to any rate change requested pursuant to this provision.

## **ARTICLE XII: BILLING**

### **12. BILLING**

12.1. Monthly Billing Invoices. The Service Provider will invoice the Town monthly according to the rates and fees set forth on **Exhibit C** attached hereto and incorporated herein by reference. The rates and fees for Residential Units in an Annexed Area shall be the same as the unit prices reflected on **Exhibit C**. Monthly invoices shall be based on and indicate the number of Residential Units that received Collection Services as reflected in the Customer Base for the billing period. Residential Units activated for Collection Services by the Service Provider between the 1st and the 15th calendar days of the month will be invoiced at 100% of the current Monthly Residential Unit Price for the month of activation. Residential Units activated for Collection Services by the Service Provider between the 16th and last calendar days of the month will be invoiced at 50% of the current Monthly Residential Unit Price for the month of activation. The number of Residential Units in the Initial Customer Base shall be the starting point for the number of Residential Units for billing purposes. The Town shall pay all undisputed invoiced amounts to the Service Provider within 30 days of receipt.

12.2. Addition of New Customers to Customer Base. No later than the tenth (10th) day of each calendar month, the Service Provider shall provide the Town with a certified list of all New Customers activated for Collection Services in the preceding calendar month with the dates of the New Customers’ account activations. Notwithstanding the preceding Section 12.1, the Service Provider shall not invoice the Town for Collection Services for New Customers until the Town’s Designated Representative has approved the addition of the New Customers to the Customer Base. Approval of the addition of New Customers to the Customer Base shall not be unreasonably withheld and retroactive billing may apply as necessary. Should the Town’s Designated Representative object to the addition of a New Customer to the Customer Base, the Town’s Designated Representative shall provide a written explanation of such objection to the Service Provider within 15 days of receiving the certified list of



New Customers that is being objected to.

12.3. Availability of Funds. Any and all payments to the Service Provider are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this Contract.

12.4. Disputed Invoices. Should the Town dispute any portion of a monthly billing invoice, the Town's Designated Representative shall provide the Service Provider with an itemized explanation of the disputed charges within 15 days of receiving the disputed invoice. Such disputed amounts shall be promptly submitted for settlement via the dispute resolution procedures set forth in Section 18.5.

### **ARTICLE XIII: LIQUIDATED DAMAGES**

#### **13. LIQUIDATED DAMAGES**

13.1. Liquidated Damages. The Service Provider and the Town agree that the Service Provider's failure to perform in compliance with the Contract will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Service Provider agree that the following amounts are reasonable estimates of the Town's damages, and thus constitute liquidated damages, and not penalties, for the Service Provider's breach of this Contract. If the Contractor fails to perform in accordance with this Contract, and such failure is not due to a Force Majeure event, the Town may deduct the following amounts from any sum that otherwise would be payable to the Service Provider under this Contract.

#### **13.2. Liquidated Damages Schedule.**

| <b>Violation</b>                                                                                      | <b>Damages</b>                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 to 10 Valid Misses during any one calendar month                                                    | \$100/Valid Miss                                                                                                                                              |
| 11 to 20 Valid Misses during any one calendar month                                                   | \$200/Valid Miss                                                                                                                                              |
| 21 or more Valid Misses during any one calendar month                                                 | \$300/Valid miss                                                                                                                                              |
| 200 or more Valid Misses during any one calendar month                                                | In addition to penalties above,<br>\$5,000/month in which there are 200<br>or more Valid Misses                                                               |
| Second or third Repeat Missed Collection Service at any<br>Service Location during a 30-day period    | \$250/Repeat Missed Collection Service                                                                                                                        |
| Fourth or more Repeat Missed Collection Service at any one<br>Service Location during a 30-day period | \$500/Repeat Missed Collection Service                                                                                                                        |
| Area Miss                                                                                             | \$2,000/Area Miss                                                                                                                                             |
| Each additional Valid Miss over 100 Valid Misses in an Area<br>Miss                                   | \$20/location (in addition to \$2,000)                                                                                                                        |
| Failure to cure Valid Miss or Area Miss in 1 Business Day                                             | \$100 per occurrence for the first (4)<br>occurrences within 30 days<br><br>\$300 per occurrence for all<br>subsequent occurrences within the<br>same 30 days |
| Leakage or spill of oil or hydraulic fluid from collection<br>vehicle while hauling                   | \$1,000 per occurrence                                                                                                                                        |

|                                                                                                                               |                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Failure to clean up leakage or spillage of oil or hydraulic fluid in accordance with Section 7.4                              | \$1,000 per day not cleaned after proposed cleanup date as submitted in response plan |
| Leakage or spillage of collected materials from collection vehicle while hauling                                              | \$100 per occurrence                                                                  |
| Failure to clean up leakage or spillage of collected materials in accordance with Section 4.13 or 7.4                         | \$500 per occurrence                                                                  |
| Failure to educate Customers in accordance with Sections 4.10 or 9.2.                                                         | \$50 per Customer                                                                     |
| Failure to respond to a customer complaint not involving Missed Collection Services within the time specified in Section 4.12 | \$100 per occurrence                                                                  |
| Failure to provide Containers to Customers in accordance with Sections 4.5 or 4.7                                             | \$50 per occurrence                                                                   |

## **ARTICLE XIV: INSURANCE**

### **14.0 INSURANCE**

14.1. Minimum Insurance Requirements: The Work under this Contract shall not commence until the Service Provider has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town on an approved form. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount, or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article, copies of the endorsements shall be submitted with the certificates. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Service Provider's duty to carry adequate insurance. All policies of insurance shall be primary insurance and non-contributory with respect to all other available sources. The minimum insurance coverage which the Contractor shall procure and maintain at its sole cost and expense during the term of the Contract is as follows:

- a. Worker's Compensation: Coverage at the statutory limits in compliance with applicable State and Federal laws. Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.
- b. Employer's Liability: Coverage with minimum limits of \$1,000,000 per each employee accident and \$1,000,000 per each employee disease.
- c. Commercial General Liability: Insurance covering all operations performed by the Service Provider with a minimum limit of \$2,000,000 per occurrence with a \$5,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

- d. Business Automobile Liability: Insurance covering all owned, non-owned, and hired vehicles used in performance of this Contract. The minimum combined single limit per occurrence shall be \$5,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.
- e. Pollution Liability: Insurance covering potential pollution risk to the environment or losses caused by pollution conditions that may arise from the operations of the Service Provider in performance of the Contract with a minimum limit of \$1,000,000 per loss with a \$2,000,000 aggregate. Policy shall cover the Service Providers completed operations. If the coverage is written on a claims-made basis, the Service Provider warrants that any retroactive date applicable to the coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that Work under this Contract is completed.

14.2. Umbrella/Excess Liability. If the Service Providers underlying liability policy limits are less than those required, Service Provider may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over all underlying liability policies. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

14.3. Maintenance of Higher Limits. If the Service Provider maintains higher limits than the minimums shown above, the Town requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

14.4. Duration. Each insurance policy required by this Contract must be in effect at or prior to commencement of the Work under the Contract and remain in effect for the duration of the Contract.

14.5. Insurer Rating. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A-VII or better as determined by A. M. Best Company.

14.6. Subcontractors. Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that the Town is an additional insured on insurance required from subcontractors.

14.7. Waiver of Subrogation. Contractor hereby grants to Town a waiver of any right to subrogation, which any insurer of said Service Provider may acquire against the Town by virtue of payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

14.8. No Limitation of Liability. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract.

14.9. Lapse of Insurance. Should there be a lapse in insurance coverage at any time, the Contract shall be in breach of this Contract and the Contract shall be subject to termination and the surety bond shall be subject to calling.

## **ARTICLE XV: BOND REQUIREMENTS**

### **15.0 BOND REQUIREMENTS**

15.1. Surety Bond: No later than ten (10) Business Days prior to commencing the Work, the Service Provider shall furnish to the Town a surety bond in the amount of one hundred percent (100%) of the Annual Contract Sum as defined in this Contract. The bond shall be conditioned upon the faithful performance of all terms, conditions, and provisions of the bond. The Service Provider is required to procure and maintain the surety bond at its sole cost and expense; which shall be annually renewable and on an industry standard form. All bonds shall be in the forms prescribed by law or regulation and be executed by such sureties legally authorized to do business in the State of North Carolina.

15.2. Annual Bond Renewal. For the duration of the Contract Term, including any Renewal Terms, the surety bond shall be renewed on an annual basis for one hundred thirty-five percent (135%) of the Annual Contract Sum calculated as of the Contract anniversary date (July 1st). The renewed bonds shall be provided to the Town's Designated Representative no later than ten (10) Business Days after the contract anniversary date for each respective year of the Contract Term.

15.3. Valid and Non-cancelable. The surety bond shall be valid for the required amount and non-cancelable for the duration of the Contract Term, including any Renewal Terms.

15.4. Surety Bankruptcy, Insolvency, etc. If the surety on any bond furnished by the Service Provider is declared bankrupt, becomes insolvent, its right to do business is terminated, or it ceases to meet the requirements herein, the Service Provider shall promptly notify the Town in writing and shall within five calendar days thereafter substitute another surety bond, which must be acceptable to the Town.

## **ARTICLE XVI: GENERAL TERMS**

### **16.0 GENERAL TERMS**

16.1. Acceptance. Service Provider's acknowledgment of the terms of this Contract constitutes an agreement to and acceptance of all terms and conditions set forth or referenced herein including all Exhibits hereto (the "Contract Documents" or "Contract"). In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Service Provider's proposal, acknowledgment, invoice, or in any other communication from Service Provider 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.

16.2. Written Approvals. Notwithstanding anything herein which may be to the contrary, all approvals or consents required or permitted pursuant to the Contract shall be in writing in order to be considered valid and effective.

16.3. Changes, Additions, Deletions, or Substitutions. No changes, additions, deletions, or substitutions of the scope of work, specifications, terms and conditions, quantity, or price will be permitted without the prior written approval from the Town.

16.4. Relationship of the Parties. The Service Provider is an independent contractor and not an employee of the Town. The conduct and control of the Work will lie solely with the Service Provider. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Service Provider and the Town. Employees of the Service Provider shall remain subject to the exclusive control and supervision of the Service Provider, which is solely responsible for their compensation.

16.5. Familiarity with Laws. The Service Provider is assumed to have made itself familiar with all applicable federal, state, and local laws, ordinances, and regulations, which may in any manner, affect those engaged or employed in the Work, the materials or equipment used in or upon the Work, or in any way that affects the conduct of the Work. No pleas of misunderstanding will be considered on account of the ignorance thereof. If the Service Provider shall discover any provisions in the specifications or Contract which are contrary to or inconsistent with any such laws, ordinances, or regulations, the Contractor shall forthwith report it to the Town's Designated Representative in writing.

16.6. Observance of Laws. The Service Provider shall at all times observe and comply with all federal, state, and local laws, ordinances, regulations, and all such decrees as exist at present or may be enacted during the Contract Term by bodies or tribunals having any jurisdiction or authority over the Work in any manner affecting the conduct of the Work. No plea of misunderstanding will be considered on account of the Service Provider's ignorance thereof.

16.7. Permits and Licenses. The Service Provider shall procure all required permits and licenses and give all required notices necessary for the due and lawful provision of the Work unless otherwise noted in the specifications or plans herein.

16.8. Assignments. The Service Provider may not assign, convey, pledge, or in any manner encumber its rights, in whole or in part, under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent, which shall not be unreasonably withheld, conditioned, or delayed. In the event of any such assignment, the assignee shall comply with any conditions that the Town may reasonably require for assignment of the Contract and shall accept such assignment and perform all Work and other obligations of the Service Provider as fully as if the Contract were originally made by the assignee. Any such assignment shall not relieve or excuse the Service Provider from responsibility for performance to the Town in the event the assignee does not fully perform all Work and other obligations of the Service Provider under the Contract.

16.9. Transfer of Ownership Interest in Company. If in the event the Service Provider sells, transfers, or relinquishes, whether voluntarily or by operation of law, control of the corporation, partnership, or proprietorship it is operating under, this Contract shall terminate unless the Town has granted prior written consent. Such consent shall not be withheld if the new controlling party complies with the provisions of this Contract. The Service Provider shall promptly notify the Town of any actual or proposed change in, transfer of, or acquisition by another party of control of said corporation, partnership, or proprietorship. For purposes of this Contract, the word "control" as used herein means actual working control in whatever manner exercised. Any approval by the Town of transfer of control shall be contingent upon the perspective controlling party becoming a signatory to the Contract and

otherwise complying with all the terms and conditions herein. No sale, transfer, or acquisition by another party of control of said corporation, partnership, or proprietorship shall be approved unless the perspective controlling party submits a surety bond satisfactory to the Town and in the amount specified under the Contract.

16.10. Public Safety: The Contractor shall conduct the Work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic at all times.

16.11. Property Damage. The Town warrants that the Town-owned pavement, curbing, or other driving surface or any public right-of-way reasonably necessary for the Service Provider to provide the Collection Services described herein are sufficient to bear the weight and size of all the Service Provider's equipment and vehicles reasonably required to perform such Collection Services. The Service Provider will not be responsible for damage to any such Town-owned pavement, curbing, driving surface or public right-of-way, except to the extent resulting from the Service Provider's negligence or willful misconduct. In the event of any injury or damage to private property by reason of, or as a result of, the execution of the Work provided for herein, the Service Provider shall make all such repairs as may be necessary to restore such property to its former condition at its own cost and expense.

16.12. Indemnification. To the greatest extent allowed by North Carolina law, the Service Provider shall indemnify and hold harmless the Town and its agents, divisions, officers, directors, employees, and assigns from all liability, losses, costs, claims, damages, expenses, reasonable attorney fees, judgments, and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any negligence or willful misconduct of the Service Provider or any employee, agent, or assignee of the Service Provider.

16.13. Anti-Discrimination and Equal Employment. During the performance of the Contract, the Service Provider shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.

16.14. Verification of Work Authorization: Service Provider 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.

16.15. Property Rights: The Service Provider shall maintain a list of all Collection Services Schedules, Collection Services Route Maps, and Customers in the Contract Area including each Customer's street and mailing address and phone number, and a description of service(s) provided to each Customer. This information is deemed the property of the Town and shall be provided to the Town in its correct form upon the end of the Contract Term, termination of the Contract, or upon request by the Town.

16.16. 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.

16.17. 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.

16.18. Confidentiality. The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.

16.19. Valid Contract for Services. In order for a Contract for services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.

16.20. 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.

16.21. Companies that Boycott Israel. With the execution hereof, Service Provider 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.

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

16.23. Transition of Services. The Contractor shall cooperate with the Town and any new service providers that may assume the provision of services hereunder after the end of the Contract Term or upon termination of the Contract, including but not limited to, supplying a list of Customers, Collection Services Schedules, and Collection Services Route Maps, as well as other actions as necessary to effectuate a smooth transition of services.

16.24. Notices: Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or by recognized overnight courier, addressed to the respective party at the address set forth below:

If to the Town:

101 Huntersville-Concord Rd.  
Huntersville, NC 28078  
Attn: Kevin Fox

If to the Service Provider:

5516 Rozzelles Ferry Rd.  
Charlotte, NC 28214  
Attn: Joshua Smaltz

With a Copy to:



Waste Connections  
3 Waterway Square Place, Suite 110  
The Woodlands, Texas 77380  
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

## **ARTICLE XVII: TERMINATION**

### **17. TERMINATION**

17.1. For Failure to Appropriate Funds. The Town and Service Provider agree that the Town may terminate the Contract for failure to appropriate funds, at any time, by giving one hundred eighty (180) days' prior written notice to the other party of such intent to terminate. In the event of a termination for failure to appropriate funds, the Town shall Pay the Service Provider for all services rendered prior to the effective date of termination.

17.2. Termination for Convenience. Either Party 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 the other Party with 180 days' written notice. If the Contract is terminated by the Town in accordance with this Section 17.2, the Service Provider will be paid in an amount which bears the same ratio to the total compensation as does the Collection Services actually performed.

17.3. Service Provider's Termination for Cause. If the Town shall be in breach of any provision of this Agreement, Service Provider may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Service Provider shall be effective until Service Provider has given written notice of such breach to the Town and the Town has failed to cure such breach within thirty (30) days after its receipt of such written notice. Upon any such failure to cure, Service Provider may terminate this Agreement by giving the Town written notice of such termination, which shall become effective upon receipt of such notice.

17.4. Town's Termination for Cause. The Town may terminate the Contract with the Service Provider for any of the following reasons:

- 1) The Service Provider is adjudicated bankrupt, is subject to the appointment of a receiver and fails to have the receiver removed within sixty days, has any of its property attached and fails to remove such attachment within sixty (60) calendar days, becomes insolvent, or is unable to pay its debts as they become due;
- 2) The Service Provider fails to provide and maintain the surety bond as required by the Contract; fails to obtain or maintain the insurance policies and endorsements as required by the Contract; or fails to provide the proof of insurance as required by the Contract;
- 3) Within a 30-day period, the Contractor fails to cure, within 1 Business Day from the time of notification by the Town, 10 or more Valid Misses or one Area Miss;
- 4) The Contractor fails to provide Collection Services, due to a strike or other event not

constituting a Force Majeure, and the Town determines that the Contractor is unable to perform the Collection Services as specified in the Contract; or

- 5) The Contractor fails to fulfill or maintain in a timely and proper manner any other obligations, duties, or provisions of or under the Contract and fails to cure such default within thirty (30) calendar days of the Town's written notice to the Contractor of such default. If the default is not capable of cure within said thirty (30) calendar days, the Contractor shall provide written notice to the Town together with a schedule of cure within fifteen (15) calendar days of the Town's notice of default, shall begin action to cure the default within said thirty (30) calendar days, and shall diligently proceed to cure the default. The Town may accept the Contractor's schedule of cure, may make a written demand that the Contractor cure the default within a time period set by the Town, or may terminate this Contract at the end of the thirty-day default period.

## **ARTICLE XVIII: MISCELLANEOUS TERMS**

### **18.0 MISCELLANEOUS TERMS**

18.1. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assignees where an assignment has been permitted.

18.2. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, on its face or as applied, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or modified if possible, consistent with the intent of the parties. The remainder of the Contract shall not be affected thereby, and all other provisions shall remain valid and enforceable.

18.3. Entire Agreement. These terms and conditions and any other specifications contained in any other documents referenced, including but not limited to Exhibits, shall constitute and represent the complete and entire agreement between the Town and Service Provider and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.

18.4. No Waiver. Any delay or omission by the Parties in exercising any right hereunder, or any waiver by the Parties of any single breach or default hereunder, shall not be deemed to be a waiver or on-going waiver of such right or of any other right, breach, or default.

18.5. Dispute Resolution Procedures. Any claim, dispute, or other matter concerning the performance of the Contract, or the interpretation of the Contract, shall initially be referred to the Town Manager, in writing, for a decision. Such decision shall be rendered within thirty (30) days, in writing, following the final presentation by the Service Provider of evidence or argument relative to such claim, dispute, or matter. The Town Manager may consult with the Town's Designated Representative or other Town employees as may be necessary regarding the claim, dispute, or other matter in order to render a decision.

18.6. Remedies not Exclusive. The Parties' remedies as set forth herein are not exclusive.

18.7. Time is of the Essence. Time is of the essence for each and every part of this Contract.

18.8. Force Majeure. Except for the payment of amounts owed hereunder, the performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, epidemic, pandemic, accident, explosion, fire, flood, riot, sabotage, acts of terrorists. In the event of such a Force Majeure, the Service Provider shall give the Town prompt telephone notification followed by written notice describing the Force Majeure and estimated duration of said Force Majeure. The Service Provider must make a reasonable effort to resume service as soon as possible once the Force Majeure ends. Strikes, slowdowns, walkouts, lockouts, industrial disturbances, or other disputes are not excused under this provision. In the event that any of the aforementioned should occur, the Service Provider will be held responsible for meeting its obligations under the Contract.

18.9. Town Not Liable for Delays. It is further expressly agreed that in no event shall the Town be liable for or responsible to the Service Provider, any subcontractor, or to any other person for or on account of any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the Town has insufficient control to cause a different result.

## **ARTICLE XIX: EXHIBITS**

### **19. EXHIBITS**

19.1. Other documents forming part of the Contract are as follows:

- a. Exhibit A- Contract Area
- b. Exhibit B- Designated Municipal Facilities
- c. Exhibit C- Rates and Service Levels
- d. Exhibit D- Fleet Replacement Schedule
- e. Exhibit E- Logo
- f. Exhibit F- Fuel Price Adjustment Rider

**[Signature Page Follows]**

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Waste Connections of North Carolina, Inc.**

**Town of Huntersville**

Name: \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor (type or print)

\_\_\_\_\_  
Town Manager

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Attest: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Secretary, if a corporation)

\_\_\_\_\_  
Finance Director

**Exhibit A**

**Contract Area**

**[Insert]**

**Exhibit B**

**Designated Municipal Facilities**

|                                                    |                                                    |
|----------------------------------------------------|----------------------------------------------------|
| Abernathy Park                                     | Glendale Drive, Huntersville NC 28078              |
| Arts & Cultural Center - Meeting Space             | 14614 S Old Statesville Rd Huntersville NC         |
| Barry Park - Restroom/Storage Shelter              | 13707 Beatties Ford Rd, Huntersville NC 28078      |
| Bradford Park - Restroom/Storage Shelter           | 17005 Davidson Concord Rd, Huntersville NC 28078   |
| Electricities - Electric Substation                | 12470 Commerce Station Dr, Huntersville NC 28078   |
| Electricities - Garage & Office                    | 11316 Sam Furr Rd, Huntersville NC                 |
| Fire Station #1 - Fire Station                     | 14515 S Old Statesville Rd                         |
| Fire Station #2                                    | 15600 BEATTIES FORD RD HUNTERSVILLE NC 28078       |
| Fire Station #3 - Generator & Water Storage Tank   | 13423 Eastfield Rd, Huntersville NC                |
| Fire Station #4 - Fire Staion                      | 8826 McIlwaine Rd, Huntersville NC 28078           |
| Greenway Park - Playground                         | Greenway & Dallas, Huntersville NC 28078           |
| Holbrook Park                                      | 100 Sherwood Dr, Huntersville NC 28078             |
| Holbrook Park - Pavillion                          | Sherwood Dr, Huntersville NC 28078                 |
| Huntersville Athletic Park                         | 11720 Verhoeff Dr, Huntersville NC 28078           |
| Huntersville Elementary - Gymnasium                | 200 Gilead Rd, Huntersville NC 28078               |
| Huntersville Family Fitness/Aquatic Center/Rec Ctr | 11725 Verhoeff Dr, Huntersville NC 28078           |
| North Meck Park                                    | 16131 N Old Statesville Rd, Huntersville NC 28078  |
| Police Station - Offices                           | 9630 Julian Clark Ave, Huntersville NC             |
| Public Works - Old Jail                            | 301 Huntersville Concord Rd Huntersville NC 28078  |
| PW/P&R Operations Center - Office                  | 416 Seagle St, Huntersville NC 28078               |
| Rosedale Nature Park - Restroom Building           | 9519 Rosewood Meadow Lane, Huntersville NC 28078   |
| Storage Warehouse                                  | 102 N Old Statesville Rd Huntersville NC 28078     |
| Torrence Lytle Comm Center - Office/Meeting Space  | 508 Dellwood Dr, Huntersville NC 28078             |
| Town Center - Offices, parking                     | 105 Gilead Rd, Huntersville NC                     |
| Town Hall - Offices                                | 101 Huntersville Concord Rd Huntersville NC 28078  |
| Veterans Park + Amphitheater                       | 201 Huntersville concord Rd, Huntersville NC 28078 |
| Waymer Park                                        | 14200 Holbrooks Rd, Huntersville NC 28078          |

## **Exhibit C**

### **Rates and Service Levels**

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Collection of the Municipal Solid Waste, Recyclable Materials, and Yard Waste for the Town of Huntersville, North Carolina, does hereby offer to perform such services on behalf of the Town of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

| Description of Collection Services                                                          | Rate                       |
|---------------------------------------------------------------------------------------------|----------------------------|
| Once weekly collection of curbside Refuse<br>(96 gallon Roll-Out Cart Container)            | \$11.20 per home per month |
| Once weekly collection of Yard Waste<br>(96 gallon Roll-Out Cart Container)                 | \$5.13 per home per month  |
| Once Bi-weekly collection of Recyclable<br>Materials<br>(96 gallon Roll-Out Cart Container) | \$2.67 per home per month  |

**Monthly Unit Price per Residential Unit- \$19.00**



## Exhibit D

### Current Fleet and Fleet Replacement Schedule

| Current Year/Model Breakdown |             |             |              |             |
|------------------------------|-------------|-------------|--------------|-------------|
| <u>Truck #</u>               | <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Type</u> |
| 110                          | 2021        | Mack        | LR64         | ASL         |
| 121                          | 2020        | Peterbilt   | PB320        | ASL         |
| 122                          | 2022        | Mack        | LR64         | ASL         |
| 155                          | 2015        | Peterbilt   | PB320        | ASL         |
| 170                          | 2015        | Peterbilt   | PB320        | ASL         |
| 173                          | 2016        | Peterbilt   | PB320        | ASL         |
| 191                          | 2018        | Peterbilt   | PB320        | ASL         |
| 192                          | 2019        | Peterbilt   | PB320        | ASL         |
| 432                          | 2017        | Peterbilt   | PB320        | REL         |
| 433                          | 2017        | Peterbilt   | PB320        | REL         |
| 434                          | 2013        | Mack        | REL          | REL         |

| Anticipated Replacement Schedule |             |             |             |                       |
|----------------------------------|-------------|-------------|-------------|-----------------------|
| <u>Truck #</u>                   | <u>Year</u> | <u>Make</u> | <u>Type</u> | <u>ETA to Replace</u> |
| 192                              | 2019        | Peterbilt   | ASL         | 2025                  |
| 191                              | 2018        | Peterbilt   | ASL         | 2024                  |
| 173                              | 2016        | Peterbilt   | ASL         | 2023                  |
| 170                              | 2015        | Peterbilt   | ASL         | 2023                  |
| 155                              | 2015        | Peterbilt   | ASL         | 2023                  |
| 432                              | 2017        | Peterbilt   | REL         | 2027                  |
| 434                              | 2013        | Mack        | REL         | 2024                  |

| Average ASL Age |             |             |
|-----------------|-------------|-------------|
| <u>Current</u>  | <u>2024</u> | <u>2025</u> |
| 4.75            | 2.13        | 2.38        |

Exhibit E

Huntersville Logo for Containers



## **Exhibit F**

### **Fuel Price Adjustment Rider**

1. A fuel price adjustment may be made based upon the price of diesel fuel as determined by the US Department of Energy's Weekly Retail on Highway Diesel Prices for the Lower Atlantic ("DOE Price").
2. The Base Index Price for this Contract shall be \$5.00 per gallon.
3. The Base Index Volume for this Contract shall be 10,000 gallons per month ("gpm"), unless adjusted as hereafter provided.
4. The Base Index Price and the Base Index Volume shall be deemed to be calculated into and part of the initial Contract proposal.
5. The Quarterly Average Price shall be the average of the price per gallon (using the DOE Price) on the first week of each month for the three months preceding the Quarterly Fuel Adjustment Date. The Quarterly Fuel Adjustment Date shall be the first day of each October, January, April, and July during the Term of the Contract. For example, if the Quarterly Fuel Adjustment Date is July 1, then the prices effective on the first days of April, May, and June shall be averaged to obtain the Quarterly Average Price for that date.
6. The first Quarterly Fuel Adjustment Date shall be October 1, 2023.
7. If the Quarterly Average Price is more than ten (10%) per cent above the Base Index Price, then a fuel price adjustment may be made reflecting the increase from the Base Index Price. The increased price shall be applied to the Base Index Volume for the preceding three-month period and the result shall be added to the payment for the month of the Quarterly Fuel Adjustment Date. For example, if there is an increase of 12% from the Base Index Price, and the Base Index Volume is 10,000 gpm, then the adjustment for the three-month period shall be \$18,000. ( $\$5.00 \times .12 = \$0.60 \times 10,000 \text{ gpm} \times 3 \text{ mos.} = \$18,000.00$ ). The same formula shall be applied on each Quarterly Fuel Adjustment Date.
8. The Service Provider may request an adjustment to the Base Index Volume based upon a review of actual usage. The Service Provider will supply all proper documentation when seeking a Base Index Volume adjustment or when requested by Town to justify a request for an adjustment in the Base Index Price. The Service Provider shall further supply any other proper documentation when requesting a Fuel Price Adjustment or when otherwise requested by Town in administering this Contract.



**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** David Peete, Principal Planner

**Date:** June 20, 2023

**Subject:** Continuation of Public Hearing - Petition #R23-05 Lagoon Bay Beach Club

---

**EXPLAIN REQUEST:**

Conduct continuation of a public hearing on June 20, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition #R23-05, Lagoon Bay Beach Club, a request by Bi-Part Development, LLC to rezone +/- 263.01-acres generally located north and south of NC 73, south of Mayes Road, east of Westmoreland Road, north of McCord Road and west of Black Farm Road from existing Rural (R) and Transitional Residential (TR) to Traditional Neighborhood Development - Conditional District (TND-CD), Neighborhood Residential - Conditional District (NR-CD) and Highway Commercial - Conditional District (HC-CD) for a mixed-use development consisting of approximately 1,183 residential units (250 single-family homes, 201 townhomes, 432 apartment units & 300 condominium units), 210,000 square feet of retail, 200 hotel rooms, 36,000 square feet of convention center space and a 41.16-acre commercial lagoon. (Parcel #s 01106218, 01125102, 01125109, 01125103, 01125108, 01104101, 01105105, 01106217, 01106226, 01106219, 01125101, 01125104, 01124123, 01105104 & 01124102).

**ACTION RECOMMENDED:**

Conduct continuation of a public hearing for June 20, 2023 at 6:00 p.m.

**FINANCIAL IMPLICATIONS:**

N/A

**ATTACHMENTS:**

1. R23-05 CONTINUED Public Hearing Staff Report (6-20-23)
2. Attachment A - Rezoning Application
3. Attachment B - Lagoon Bay Beach Club CD Rezoning / Sketch Plan (3rd version)
4. Attachment C-1 - Community Meeting Report - 4-26-23
5. Attachment C-2 - Community Meeting Attendance Report
6. Attachment C-3 - Community Meeting sign-in sheets
7. Attachment D - CMS - Report - Lagoon Bay Beach Club

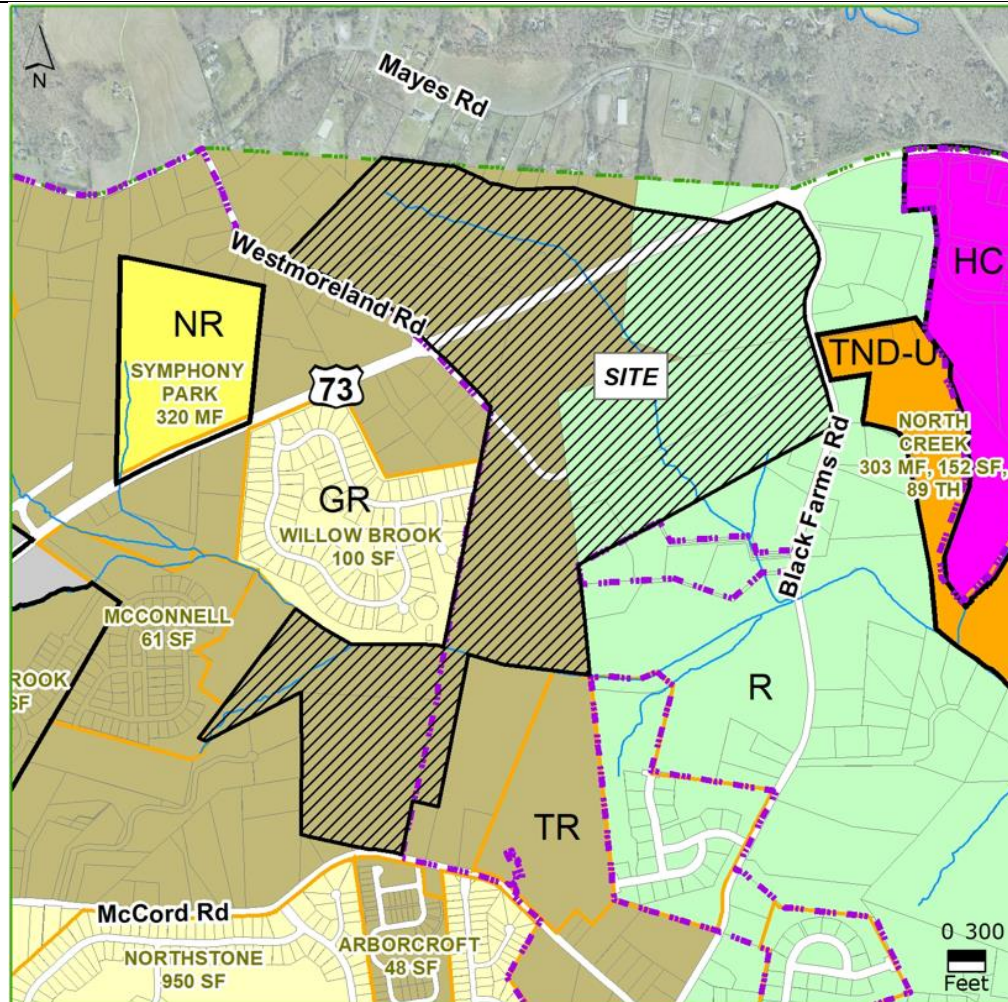
8. Attachment E - Charlotte Water Memo - Lagoon Bay Beach Club



## Petition R23-05 Lagoona Bay Beach Club Mixed-Use Conditional District Rezoning

**[There are no changes to this staff report from the initial public hearing. It is anticipated that revisions will be discussed at the CONTINUED public hearing on 6-20-23.]**

### PART 1: PROJECT SUMMARY



**Applicant:** Bi – Part Development, LLC

**Property Owners:** C. W. Westmoreland, T. M. Westmoreland, T M Family LP Westmoreland, K. L. Westmoreland, Robert & Cynthia Knox, William & Dawn Bradford (see Attachment A).

**Project Address:** 12734 Sam Furr Road

**Project Size:** (+/-) 263.01-acres

**Parcel Numbers:**

01106218, 01125102, 01125109, 01125103, 01125108, 01104101 01105105, 01106217, 01106226, 01106219, 01125101, 01125104, 01124123, 01105104 & 01124102.

**Current Zoning:** Rural (R) & Transitional Residential (TR).

**Current Land Use:** vacant, large-lot single-family residential & farm.

**Proposed Zoning:** Highway Commercial – Conditional District (HC-CD), Traditional Neighborhood Development - Urban – Conditional District (TND-U – CD) & Neighborhood Residential – Conditional District (NR-CD).

**Proposed Land Uses:**

250 Single-Family Homes, 180 Townhomes, 432 Apartments, 300 Condos, 200-Room Hotel, 36,000 sq. ft. Convention Center, 210,000 sq. ft. of Commercial Uses and a 41-acre Lagoon amenity.

1. Purpose: Petition to rezone 263.01-acres generally located at 12734 Sam Furr Road – generally north and south of Sam Furr Road (NC 73), between Westmoreland Road to the west, Black Farm Road to the east, and McCord Road to the south. The proposed development is south of Mayes Road (but does not abut the road). The



Rezoning Petition is from Rural (R) and Transitional Neighborhood (TR) Zoning District to Neighborhood Residential – Conditional District (NR-CD), Traditional Neighborhood Residential – Urban – Conditional District (TND-U-CD) and Highway Commercial – Conditional District (HC-CD) to create a mixed-use development consisting of: 250 Single-Family Homes; 180 Townhomes; 432 Apartments; 300 Condominium Units; 200-Room Hotel; 36,000 sq. ft. of Convention Center space; 210,000 sq. ft. of commercial (Highway Commercial permitted uses) and a 41-acre Lagoon amenity (see Attachment B).

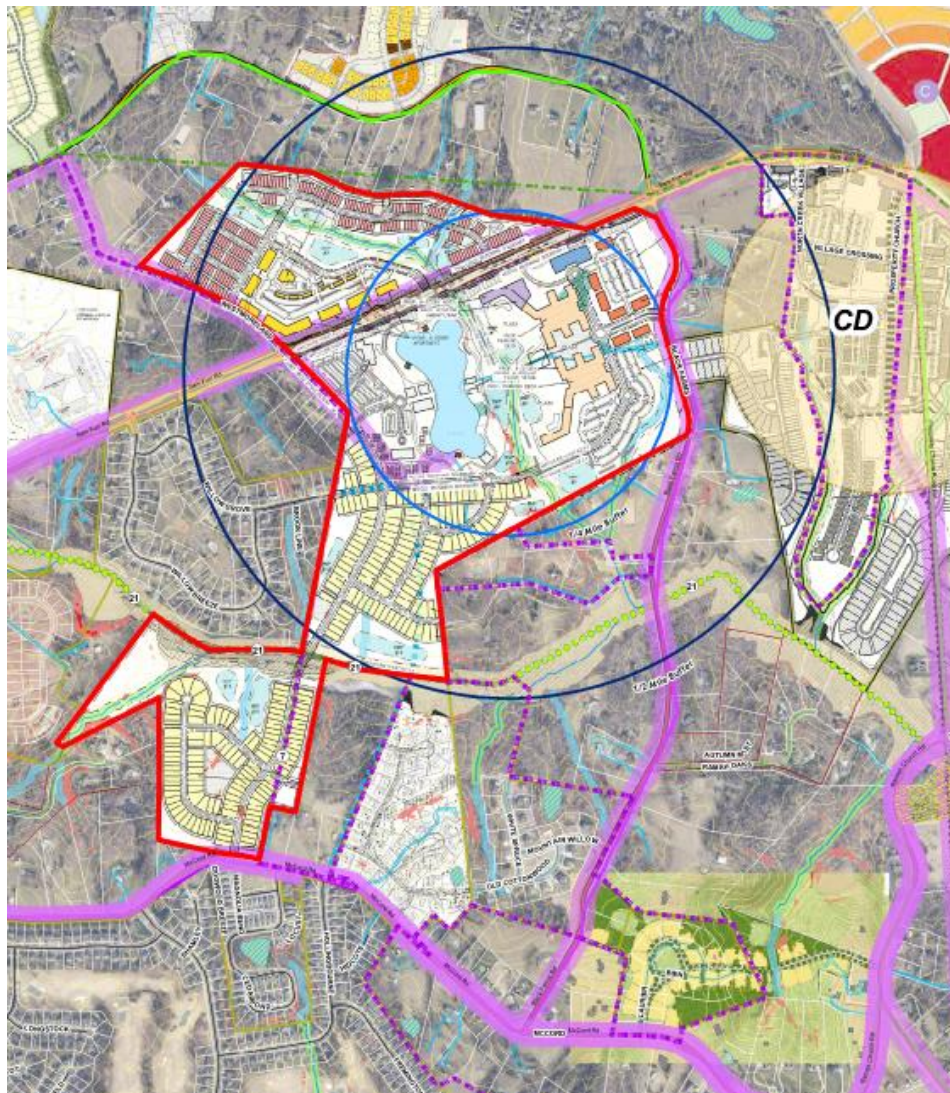
2. Should the Conditional District Rezoning Plan be approved, a corresponding Subdivision Sketch Plan will be reviewed by staff for compliance.
3. Adjoining Zoning and Land Uses.

North: Town of Cornelius: *Rural Preservation & Town of Huntersville – Transitional Residential (TR) & Rural (R) – Large-lot, single-family homes.*

South: Rural (R), *Transitional Residential (TR) & General Residential (GR) – 2 single-family home subdivisions (Northstone & Arborcroft) & large-lot single-family homes.*

East: Rural (R) & *Transitional Residential (TR)– Large-lot, single-family homes, 2 subdivisions (Camden & North Creek Village) & vacant.*

West: General Residential (GR) & *Transitional Residential (TR) – 2 subdivisions (Willowbrook & McConnell), a farmhouse cluster (Stonegate Estates), large-lot, single-family homes, & vacant.*



4. One (1) neighborhood meeting was held on April 26, 2023, which had a significant attendance. A summary of the questions and concerns from that meeting are found in the report of the meeting (see Attachment C).
5. Notice of this CD-Rezoning request was provided via postcards sent to all property owners within 250 ft. of the project; a legal ad placed in the Charlotte Observer; and posting of public hearing signs adjacent the project in ten (10) locations.

## **PART 2: REZONING/SITE PLAN ISSUES**

The proposed Lagoon Bay Beach Club Conditional District Rezoning Plan is summarized as follows:

- Proposed rezoning is from Rural (R) and Transitional Neighborhood (TR) Zoning District to Neighborhood Residential – Conditional District (NR-CD), Traditional Neighborhood Residential – Urban – Conditional District (TND-U-CD) and Highway Commercial – Conditional District (HC-CD)
- Proposed Uses: 250 Single-Family Homes, 180 Townhomes, 432 Apartments, 300 Condominiums, 200-Room Hotel, 36,000 sq. ft. Convention Center, 210,000 sq. ft. of Commercial (Retail) and a 41-acre Lagoon Amenity.
- The zoning district breakdown of the 263.01-acres is as follows:
  - **TND-U Area (Site Plan A – Sheet RZ-3.1) – is 58.33-acres.**
    - This area has 180 townhomes along the north border from NC 73 to Westmoreland Road. There are also 320 apartment units proposed along NC 73 and Westmoreland Road.
  - **HC Area (Site Plans B & C – Sheet RZ-3.2 & 3.3) – 104.88-acres**
    - This area has the 41-acre lagoon amenity along NC 73 and Westmoreland Road. Fronting along NC 73 there is a proposed 6-story hotel and 36,000 sq. ft. convention center. Immediately south of those two uses are 300 condominium units. 140,000 sq. ft. of commercial/retail would be located under the condos. Lastly, along NC 73 and Black Farm Road would be 70,000 sq. ft. or commercial/retail with 112 apartments above.
  - **NR Area (Site Plan D & E – Sheet RZ-3.4 & 3.5) – 100.57-acres**
    - This area has 250 single-family homes with alley-access on 40 and 50-foot wide lots. The single-family homes would be located immediately north and south of Ramah Creek and a future County greenway.
- Urban Open Space to be provided within ¼ mile of all residential units and includes greens, mini-parks and plazas. Some Urban Open Spaces do not meet the requirements of the Ordinance; therefore, site plan revisions are anticipated.
- The North Carolina Dept. of Transportation (NCDOT) will review the Transportation Impact Analysis (TIA), as all of the existing roads surrounding the proposed development are state-owned. The plan shows that additional right-of-way along NC 73 will be dedicated, as required. (see Part 3 of report for complete transportation improvement summary).
- Eight (8) street connections to existing public streets are proposed, including to NC 73, Westmoreland Road, Black Farm Road, McCord Road and Willow Grove Way. In addition, four (4) future street stubs to adjoining parcels are proposed.
- Several streets will have 10' side paths on one-side to create a pedestrian circulation network – including along the street that will connect to the County's future greenway along Ramah Creek.
- The entire floodplain along Ramah Creek is proposed to be dedicated to Mecklenburg County for future greenway development. One (1) trail is proposed in the area north of NC 73.
- In the TND-U area, minimum specimen tree preservation is 30% and 15% is proposed and the remainder must be mitigated, if the percentage is not increased. No tree canopy percentage is required to be saved and none is proposed.
- In the HC area, minimum specimen tree preservation is 30% and 26% is proposed and the remainder must be mitigated, if the percentage is not increased. No tree canopy percentage is required to be saved and none is proposed.
- In the NR area, minimum specimen tree preservation is 10% and 24% is proposed. Ten percent tree canopy is required to be saved and 10% is proposed.

- A shuttle service is proposed to transport residents throughout the entire project.
- If the Rezoning Plan is approved, Staff, at the construction document phase, will review the plans for compliance with the Water Quality Ordinance, Erosion Control Ordinance and Stream Buffer Requirements, as found in the Zoning Ordinance.
- No phasing plan is proposed. All required transportation improvements and any other conditional improvements will be required prior to any plat approvals.
- The entire project is proposed to be annexed into the Town of Huntersville.
- No Ordinance modifications have been requested.

The Lagoona Bay Beach Club Conditional District Rezoning Plan **does not comply with the Zoning Ordinance** in the following ways:

([Modification Request?] indicates that an item has not been addressed and must either be shown as ordinance-compliant or a “modification request” must be made to the Town Board. This does not mean Town Staff recommends a modification – merely that specific alterations to Zoning Ordinance / Subdivision Ordinance regulations cannot go unaddressed.)



**TND-U Area (Site Plan A – Sheet RZ-3.1):**

- [ISSUE – ZONING COMPLIANCE] – Requirements of TND-U zoning district have not been demonstrated. All required items must be shown, listed or noted.
- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] - External property buffers are 20 ft. wide and should be labeled as undisturbed. In addition, one location is listed as “possible buffer disturbance” – no explanation is provided as to why these are requested. [Modification request?]
- [ISSUE – TND DESIGN PROVISION] - Perimeter block length compliance has not been demonstrated. All blocks within TND-U must demonstrate a perimeter block length not to exceed 1,350 ft. [Modification request?]
- [ISSUE – BUILDING TYPE / APARTMENT BUILDING] – Maximum height for apartments is 3 stories. 4 stories are proposed. [Modification request?]
- [ISSUE – BUILDING TYPE] – Apartment clubhouse must front a public street or Urban Open Space (ZO Art. 8.1). Must be provided. [Modification request?]
- [ISSUE – BUILDING TYPE] – Small buildings in Apartment parking lot do not front anything. Revise layout. [Modification request?]
- [ISSUE – OFF-STREET PARKING (ZO Art. 6)] – Apartment parking lot does not comply with regulations. Parking “rooms” and pedestrian corridors need to be added. Revise site plan and add note that all parking lots will comply with ZO Art. 6. [Modification request?]
- [ISSUE – OFF-STREET PARKING (ZO Art. 6)] – Clubhouse parking lot is located between the building and the street, which is not permitted. Revise site layout. [Modification request?]



- [ISSUE – PEDESTRIAN CONNECTION] – Per ZO Art. 3, all sidewalks must be min. of 7 ft. wide. Revise site plan and add note. [Modification request?]
- [ISSUE – BUILDING TYPE] – Attached houses must have a build-to range of 10'-25'. Townhomes appear to have zero setback. Revise or request modification. [Modification request?]
- [ISSUE – PEDESTRIAN CONNECTION] – It has been stated that a 10 ft.-wide path along east side of Westmoreland would be provided, but this is not shown. This should be added.
- [ISSUE – PEDESTRIAN CONNECTION] – Apartments fronting NC 73 need to have pedestrian connections from buildings to frontage (public street or Urban Open Space). Add to plan. [Modification request?]
- [ISSUE – STREET DESIGN (ZO Art. 5.2)] – Blocks 10 & 11 (Road 6) exceed the block length limit of 500 ft. for TND-U. Road 6 should also incorporate traffic-calming measures (in addition to on-street parking on both sides of street). This block must either be re-designed or request a modification. [Modification request?]
- [ISSUE – STREET DESIGN (ZO Art. 5.2)] – Cul-de-sac exceeds the length limit of 350 ft. for major subdivisions. This must either be re-designed or request a modification. [Modification request?]
- [ISSUE – URBAN OPEN SPACE (ZO Art. 7.11)] – All Urban Open Spaces must be designed at Sketch Plan. Two Greens (along Westmoreland Road) do not qualify as such. Revise Urban Open Space type. [Modification request?]
- [ISSUE – BUFFERS] – What will the frontage area along north side of NC 73 be once the construction easements for road widening are no longer needed. Provide cross-section for this area.
- [ISSUE – TREE SAVE] – Specimen tree save in the TND-U zone is 30% minimum and this plan proposes 15% tree save. This area is large enough to provide minimum specimen tree save. However, if the minimum is not required via modification request, mitigation provision must be listed. [Modification request?]
- [ISSUE – TREE SAVE] – **RECOMMEND** even though there is no minimum tree canopy percentage required to be saved in the TND-U district, this area is large enough to provide some canopy-save. The minimum external buffers alone will provide canopy save.
- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] - **RECOMMEND** 40 ft. (min.) buffers along external borders to appropriately transition from abutting large-lot, single-family (to the west) with a density of 0.24 units/acre to proposed subdivision with apartments and townhomes with a density of 8.57 (35 times the existing density).
- [ISSUE – TRANSPORTATION] – **RECOMMEND** add stub to Northwest adjacent property as an extension of cul-de-sac.
- [ISSUE – TRANSPORTATION] – **RECOMMEND** providing on-street parking on both sides of street abutting townhomes.



**HC Area (Site Plan B – Sheet RZ-3.2):**

- [ISSUE – BUILDING TYPE] – All buildings must front either a public street or an Urban Open space (ZO Art. 8.1). The lagoon and its accessory buildings are amenities that are not Urban Open Space. An ordinance-compliant frontage for the principal use must be identified. [Modification request?]
- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] A berm has been discussed along NC 73 and Westmoreland Road but does not appear on the plans. This would be an appropriate buffer, but the location, size and

cross-section of the berm must be provided. No buffer or parking lot screening are shown along east side of Westmoreland Road. These are needed to screen the large parking lot serving the lagoon / clubhouse and sports fields. [Modification request?]

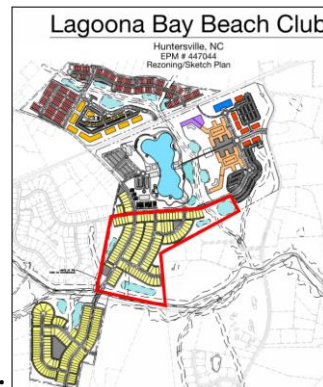
- [ISSUE – PEDESTRIAN CONNECTION] – The applicant stated that a 10 ft.-wide path along east side of Westmoreland would be provided, however, it is not shown. This should be added.
- [ISSUE – TREE SAVE] – Specimen tree save in the HC zone is 30% minimum and this plan proposes 26% tree save. This area is large enough to provide minimum specimen tree save. However, if the minimum is not required via modification request, mitigation provision must be listed. [Modification request?]
- [ISSUE – TREE SAVE] – **RECOMMEND** even though there is no minimum tree canopy percentage required to be saved in the Highway Commercial (HC) district, this area is large enough to provide some canopy-save. The minimum external buffers alone will provide canopy save.
- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] – **RECOMMEND** buffer along Westmoreland Road and Road 9 where the Sports Fields are located. The Sports Fields will generate noise and lights and the adjoining residents, both within the development and those abutting, should have an appropriate level off screening.



**HC & TND-U Area (Site Plan C – Sheet RZ-3.3):**

- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] - External property buffers are 20 ft. wide and should be labeled as undisturbed. [Modification request?]
- [ISSUE – BUILDING TYPE] – All buildings that front a public street (including NC 73) must provide pedestrian access to those streets via sidewalk. Indicate this is to be provided. [Modification request?]
- [ISSUE – BUILDING TYPE] – How will the 140,000 sq. ft. of retail be split? Compliance with Highway Commercial requirements must be demonstrated. [Modification request?]
- [ISSUE – BUILDING TYPE] – 100% attached residential units are only permitted in HC zone with special conditions – which have not been demonstrated. This must be provided. [Modification request?]
- [ISSUE – HISTORIC BUILDING] – This building does not have historic protection and may not merit saving (see Item #3 on page 18). What is intent for this building?
- [ISSUE – BUILDING TYPE] – Per ZO Art. 4, all buildings must be developed based on appropriate building type. Building Types must be identified for each structure.
- [ISSUE – OFF-STREET PARKING (ZO Art. 6)] – Multiple large parking lots do not comply with regulations. Parking “rooms” and pedestrian corridors need to be added. Revise site plan and add note that all parking lots will comply with ZO Art. 6. [Modification request?]
- [ISSUE – STREET DESIGN (ZO Art. 5.2)] – Road 9 exceeds the block length limit of 500 ft. for Urban Conditions. Road 9 should also incorporate traffic-calming measures (in addition to on-street parking on both sides of street). This block must either be re-designed or request a modification. [Modification request?]
- [ISSUE – STREET DESIGN (ZO Art. 5.2)] – The retail/apartment buildings and condo buildings have large setbacks from the public right-of-way. What type of streetscape is proposed for this area? Why are large setbacks shown? [Modification request?]

- [ISSUE – OFF-STREET PARKING] – The hotel and convention center do not show loading areas for deliveries and large vehicles. Will there be special parking in close proximity? How will event set-up be accommodated? [Modification request?]
- [ISSUE – URBAN OPEN SPACE (ZO Art. 7.11)] – All Urban Open Spaces must be designed at Sketch Plan. Two Plazas between the condos must be generally designed to illustrate Ordinance compliance and for possible merit of Ordinance modification. [Modification request?]
- [ISSUE – TREE SAVE] – Specimen tree save in the TND-U and HC zone is 30% minimum and this plan shows 15% and 26% (respectively) for tree save. This area is large enough to provide minimum specimen tree save. However, if the minimum is not required via modification request, mitigation provision must be listed. IT should be noted that NR tree save is well above the minimum. [Modification request?]
- [ISSUE – BUILDING TYPE (ZO Art. 4)] – A six-story hotels is proposed – this height is not permitted in Highway Commercial (HC). This will require a Special Use Permit.
- [ISSUE – TREE SAVE] – **RECOMMEND** even though there is no minimum tree canopy percentage required to be saved in the TND-U zone, this area is large enough to provide some canopy-save. The minimum external buffers alone will provide canopy save.
- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] - **RECOMMEND** 40 ft. (min.) buffers along external borders to appropriately transition from abutting large-lot, single-family (to the west) with a density of 0.24 units/acre to proposed subdivision with apartments and townhomes with a density of 8.57 (35 times the existing density).



**NR Area (Site Plan D – Sheet RZ-3.4):**

- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] - External property buffers are 20 ft. wide and should be labeled as undisturbed. In addition, one location is listed as “possible buffer disturbance” – no explanation is provided as to why these are requested. [Modification request?]
- [ISSUE – STREET DESIGN (ZO Art. 5.2)] – Portions of the Block for Westmoreland Road and Road 9 exceed the block length limit of 800 ft. for major subdivisions (when combined with the street portion on abutting plan sheets). These blocks must either be re-designed or request a modification. [Modification request?]
- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] - **RECOMMEND** 40 ft. (min.) buffers along external borders to appropriately transition from Willowbrook subdivision (to the west) with a density of 1.59 units/acre to proposed subdivision with 50 ft. -wide single-family lots with a density of 2.53 and from large-lot, single-family (to the east) with a density of 0.12 units/acre to proposed subdivision with 50 ft. -wide single-family lots with a density of 2.53 (21 times the existing density).
- [ISSUE – CONNECTIVITY (ZO Art. 5.1.2)] – **RECOMMEND** shifting connection south to align with the Heath parcel, as there is greater future redevelopment potential based on parcel size and frontage along Black Farm Road.
- [ISSUE – DESIGN] - **RECOMMEND** – there are a large number of lots in the center of this area without a break as the lots run north-to-south. Adding a walkway would break up the block repetition, but also provide pedestrian access from east to west.

- [ISSUE – TRANSPORTATION] – **RECOMMEND** redesign of Westmoreland Road. Even with a traffic circle, Westmoreland Road is too direct a route between NC 73 and McCord Road. This road should be redesigned to create a less-direct route between the two thoroughfares.
- [ISSUE – TRANSPORTATION] – **RECOMMEND** redesign of stub to Willow Grove Way (Willowbrook). The traffic circle at Westmoreland Road will calm traffic, but the stub connection should be a very indirect route between the neighborhoods.
- [ISSUE – TRANSPORTATION] – **RECOMMEND** revision of on-street parking on both sides of Road 9. Aside from providing traffic-calming, is this parking meant to serve the neighborhood primarily, or will it be used by lagoon patrons? In other words, is parking for lagoon-related uses appropriate next to the single-family homes? Parking on one side may be more appropriate.
- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] – **RECOMMEND** buffer along Westmoreland Road and Road 9 where the Sports Fields are located. The Sports Fields will generate noise and lights and the adjoining residents, both within the development and those abutting, should have an appropriate level off screening.



**NR Area (Site Plan E – Sheet RZ-3.5):**

- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] - External property buffers are 20 ft. wide and should be labeled as undisturbed. In addition, several locations are listed as “possible buffer disturbance” – no explanation is provided as to why these are requested. [Modification request?]
- [ISSUE – STREET DESIGN (ZO Art. 5.2)] – The Block for Road 14 exceeds the block length limit of 800 ft. for major subdivisions. This block must either be re-designed or request a modification – either way, see next bullet item. [Modification request?]
- [ISSUE – STREET DESIGN (ZO Art. 5.2)] – The cross-section for McCord Road shows 4 ft. bike lanes, which NCDOT no longer allows. This should show a 10 ft. sidepath. [Modification request?]
- [ISSUE – URBAN OPEN SPACE (ZO Art. 7.11)] – Proposed Urban Open Space “Park” located behind a block of homes does not qualify as Urban Open Space. Site Plan to be re-designed to locate an Urban Open Space along a public street and sited such that every lot is within ¼ mile walk of such Urban Open Space. [Modification request?]
- [ISSUE – STREAM BUFFER PROTECTION (ZO Art. 3)] Several alley and lot areas near Ramah Creek encroach into restricted stream buffers – these must be revised.
- [ISSUE – STREET DESIGN] – **RECOMMEND** traffic-calming (mini-circle) at the intersection of Road 13 and Westmoreland Road.
- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] - **RECOMMEND** 40 ft. (min.) buffers along external borders to appropriately transition from abutting large-lot, single-family (to the west) with a density of 0.34 units/acre to proposed subdivision with 40 ft. -wide single-family lots with a density of 2.5 (7.3 times the existing density).
- [ISSUE – CONNECTIVITY (ZO Art. 5.1.2)] – **RECOMMEND** a future street stub along the western edge, south of Ramah Creek.
- [ISSUE – DESIGN] - **RECOMMEND** – there are numerous lots along Road 14 without open space. A walkway to the rear alley, a mini park or street stub to the west are options to break-up block.



- [ISSUE – BUFFERS (ZO Art. 7.5)] – **RECOMMEND** – Buffer along frontage of McCord Road should be 80 ft. deep to match the widths of other developments along the thoroughfare (ex: Northbrook, Camden, Arborcroft & Belleterre).
- [ISSUE – APPROPRIATE LAND USE TRANSITIONS] – **RECOMMEND** Within same development, there are 50 ft.-wide single-family lots. The largest lots proposed should be placed along the external edge to address transitional lot sizes.

#### **GENERAL COMMENTS:**

- Traditional Neighborhood Development – Urban (TND-U) is requested for the residential area north of NC 73 (Site Plan A). TND Districts are provided “for the development of new neighborhoods... which are structured upon a fine network of interconnecting pedestrian-oriented streets and other public spaces. TNDs offer a mixture of housing types and prices, prominently sited civic or community building(s) and stores/offices/workplaces to provide a balanced mix of activities”. TND-U also requires the following:
  - Average perimeter of all blocks should not exceed 1,350 ft., with no block greater than 500 ft. without a dedicated alley or pathway providing through access.
    - Applicants need to demonstrate that average perimeter of all blocks does not exceed 1,350 ft. and that regular blocks are between 250 – 500 ft.

- The townhomes along the external boundaries are located only 20 feet (min.) from Rural (R) and Transitional Residential (TR) zoned properties with permitted densities of 0.9 or 1.5 units per acre (respectively). The densities proposed within the TND-U area in close proximity to low-density development are not appropriate as shown.

STAFF COMMENT: *The average perimeter blocks have not been demonstrated and some blocks exceed maximum block length. Mitigation of the incompatible densities would involve significant spacing or buffering from the adjoining land uses, combined with a development density that “steps-down” as it approaches the outer boundaries. These design elements could provide a means to introduce higher densities into this area. However, the densities proposed, in general, are not supported in this location. The uses in the TND-U area, represent a density of 8.57-units-per-acre located 20 feet from the adjoining Rural and Transitional Residential areas which permit 0.9 and 1.5 units per acre (respectively). Development transitions via “stepping-down” the level of development at the development edges to approximate the permitted densities around the project is the only way to introduce this use and zoning district.*

- The apartment layout along NC 73 need to create a pedestrian-oriented residential community.  
STAFF COMMENT: The entire Lagoon Bay Beach Club is proposed to be a pedestrian-oriented, mixed-use development; however, the apartments and townhomes are isolated from the other uses by NC 73, with only a shuttle to provide connection. The large, linear parking lot separates the buildings without pedestrian connections or open spaces.

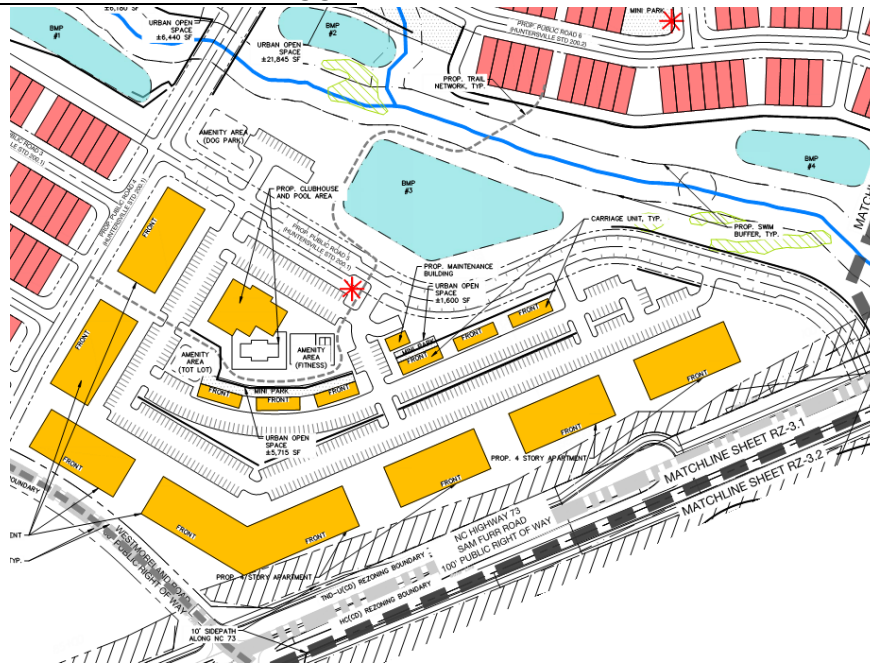
- Full elevations for the apartments and townhomes along the public street frontages in the TND-U zone must be provided. Elevations for the commercial/retail, hotel, convention center, condos and apartments in the HC zone should be provided.

STAFF COMMENT: *Per Article 3.2.11.d.3 Traditional Neighborhood Development – General Requirements, “A master plan in compliance with Traditional Neighborhood Development standards shall be provided with the conditional district plan...” The master plan shall include... building elevations, which may be required to evaluate the interior pedestrian environment and conditions at project edges”.*

- The apartment layout has several buildings that do not front a street or Urban Open Space.  
STAFF COMMENT: *Most of the apartments are located along an Urban Open Space which, if designed well, could provide an appropriate complement to high-density residential use. Typically, a trade-off for added*

*density is well-laid-out open space and compelling building design. Does this site plan provide the enhanced design to merit the addition of higher densities within close proximity to the Rural zoning district.*

**CURRENT APARTMENT LAYOUT:**



- The specimen tree data should be overlaid on the site plan for proper evaluation for each sub-area. Required specimen tree save is 30% for both HC and TND-U zoning.

STAFF COMMENT: *Based on the tree survey provided, it appears there is opportunity to save the Ordinance-required minimum 30% of specimen trees on site. The existing land uses and developments surrounding this project have a high percentage of tree coverage. One of the primary reasons to permit a reduction in tree save is as a trade-off for well-designed, specific open spaces that created activated-spaces, instead of merely preserving a high-percentage of trees. Tree mitigation is a measure in the Ordinance to be utilized only when existing conditions do not permit minimum preservation of trees on site.*

- All parking lots, when located along a public street must be screened.

STAFF COMMENT: *Several parking areas are not adequately screened, per Ordinance.*

- Pedestrian circulation through the proposed parking lots does not meet Article 6 of the Zoning Ordinance.

STAFF COMMENT: *Article 6.D. states that "parking lots shall be designed to allow pedestrians to safely move from their vehicles to the building(s). On larger lots, corridors within the parking area should channel pedestrians from the car to the perimeter of the lot or to the building".*

- Floorplans for the apartments-over-commercial and condos must be provided to understand how these units will function and satisfy the requirements of the Ordinance.

STAFF COMMENT: *Floorplans are the most effective way to illustrate the ground-level units have entrances to the frontage. Floorplans will also show the percentage of non-residential provided on the ground-level to satisfy the requirements of Article 3 of the Zoning Ordinance regarding 100% attached units in the Highway Commercial zone.*

- All external buffers are to be undisturbed.

STAFF COMMENT: *All of the external buffers are labeled as "landscape buffers", which does not preclude the clearing of these areas and re-planting after grading is done. That is not the intent of external development*

*buffers, and they should remain undisturbed and only supplemented where the existing vegetation does not provide adequate buffering.*

- Provide heights in data chart for all use types. [Modification request?]

STAFF COMMENT: *In order to confirm that all structures are adhering to the requirements of the Ordinance, overall heights need to be provided from the public right-of-way grade. The hotel and possibly some apartments, are requesting heights that exceed the Ordinance. Will these requests be through modification or through the Special Use Permit process? This should be discussed with Staff.*

- RECOMMENDATION: The apartment area has limited Urban Open Space and common open spaces for the residents.

STAFF COMMENT: *As stated previously, higher-density developments can be justified by providing appropriate open spaces for the higher number of residents to utilize for various recreational and passive uses. Recommend increasing the amount of open space throughout.*

- RECOMMENDATION: Expanded pedestrian circulation options to all parts of the development should be provided.

STAFF COMMENT: *Safe and convenient walkways should be provided to move the high-density, multi-family residents to the lagoon area, and the entire Highway Commercial area south of NC 73. While a shuttle bus is proposed to transport residents throughout the development – that does not replace a well-designed, pedestrian network of sidepaths, sidewalks and trails. Connecting the area north of NC 73 with at-grade crossings of NC 73 (if possible), or other pedestrian crossing technique, would provide connection for the high-density area to the north to the uses to the south.*

- RECOMMENDATION: An 80 ft. buffer should be provided along McCord Road frontage.

STAFF COMMENT: *Similar to the buffer proposed along Black Farm Road) to continue the development character found at several other developments along McCord Road, including Northbrook, Camden, Arborcroft and Belleterre. This type of wide buffer area also respects the existing land uses along the corridor.*

- RECOMMENDATION: Add a street stub to the west (south of Ramah Creek).

STAFF COMMENT: *There are approximately 24- acres that have re-development potential to the west of the single-family homes closest to McCord Road. Connectivity with this development should be provided.*

The Conditional District Rezoning Plan does not comply with the Subdivision Ordinance in the following ways:

Following Items have not been provided:

- Notes Sheet – Numerous notes are required by Zoning Ordinance and Subdivision Ordinance.
- Phasing Plan – required for rezonings.
- Lot diagrams for each use.
- Building type for every structure.
- Numerous block lengths exceed regulations.
- Note on plan regarding provision of water and sewer service.
- Mail kiosk locations.
- Garbage collection locations in the commercial/retail, hotel, convention center, apartment and condo locations.
- Percentage of impervious coverage allowed and proposed.
- Lot counts, by use.
- All build-to ranges and setbacks.

- Add Sheet LS-2.0 to Landscape Plan set.
- Specimen tree and tree canopy mitigation explanation, if additional trees are not saved.
- Amount and percentage of overall open space.
- Assignment of all open spaces to one of four open space types.
- Note regarding residential lot trees.
- Confirm 10 ft. sidepath is to be provided on both sides of NC 73 and list all other streets that will have sidepaths.
- Design of lot sizes to transition with adjacent development.
- Design of buildings to respect the general spacing of existing structures.
- Compatible or Transitional orientation of adjacent principal structures.
- Requested modification list.

### PART 3: TRANSPORTATION ISSUES

#### Traffic Impact Analysis (TIA)

A TIA for the Lagoona Bay Beach Club CD Rezoning will be reviewed by North Carolina Dept. of Transportation (NCDOT), as all of the impacted roads are state-maintained roads. A revised scoping package for this TIA was submitted to NCDOT on 5/10/23. As of 5/25/23, NCDOT approved the scope, however roadway improvements have not been identified by NCDOT or committed to by the developer.

Additional transportation issues:

- Adequate turnarounds should be provided at several public road stubs and dead-end alley conditions.
- Traffic-calming measures should be provided at several locations as specified by Town Staff.
- Most recent NC 73 plan set should be referenced into the development plan to show specific ROW and easement locations.
- Minimum requirements for roadway geometry (curve radii and road grades) are not being met on several proposed public streets.
- ROW widths for several public streets are inconsistent with corresponding typical sections.
- Alleys have not been designed to accommodate appropriate design vehicle(s), i.e., garbage truck.
- Disturbances of SWIM and Post Construction buffers shown on plans at alley locations.
- 100' stem length not provided between McCord Rd ROW and first alley.
- Some areas of the proposed storm drainage system do not meet engineering standards.
- Several typical street sections are inconsistent, inadequate or not provided.
- 

### PART 4: REZONING CRITERIA

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

*NOTE: The following references to the 2040 Community Plan’s policies that relate to the Lagoona Bay Beach Club Rezoning Plan are divided into two sections - policies that SUPPORT the Plan as presented and policies that DO NOT support the plan.*

**Policies from the 2040 Huntersville Community Plan that SUPPORT this project:**

- **Policy LU-9: New residential development should follow appropriate housing design principles.**
  - **LU 9.1: In higher intensity areas including Mixed Use Centers, Activity Centers, the Town Core, and Moderate Density areas neighborhoods should adhere to the following design principles:**

- All homes must front a public street or open space.
- Front porches and recessed garages are encouraged.
- On-street parking is required in new developments that have lot widths below 60'. Alley-loading is also encouraged in these cases.

*STAFF COMMENT: If the Town approves the rezoning thereby amending the 2040 Land Use Plan Map for higher intensity development, the developer is proposing all rear loaded alley access garages for the single-family development.*

- **Policy LU-10: Encourage a diversity of housing options.**

- **LU 10.1: Align housing options with resident needs and promote attainable housing options.**

- Accommodate a mix of housing by type, tenure and location to serve a growing and increasingly diverse population. Housing offerings should align with workforce opportunities, including management, professional positions and service positions.

*STAFF COMMENT: The development contains a variety of housing options, including single-family homes, townhomes, condos and apartments.*

- **Policy EV-1: Support a balanced economy through job growth in target industry sectors.**

- **EV 1.2: Focus economic development in areas that support growth.**

- Preserve areas suitable for business and industrial development, along with a mixture of support uses, to ensure an adequate inventory of land for future growth and development, with increases to this inventory as required. These areas should have proximity to existing or future activity centers, have access to transportation options and utility service, and offer amenities.

*STAFF COMMENT: The developer proposes a 200-room hotel, 36,000 sq. ft. convention center, 210,000 sq. ft. of retail, and a full-service 41-acre resort style recreational area to augment 1,162 proposed dwelling units. The hotel, convention center, retail and resort area will diversify the tax base. However, there is concern that being 3 miles from Interstate I-77 and not being located at the intersection of two major thoroughfares could make it difficult to achieve full build-out. By example, Huntersville East was initially approved in February 2009 with up to 181,827 sq. ft. of commercial floor area and they have/will build 82,460 sq. ft. of commercial floor area to date. Davidson East in Davidson was approved June 2007 with 404,680 sq. ft. of office & retail approved and to date, no non-residential floor area has been built.*

- **Policy EV-2: Encourage existing economic assets and entrepreneurial business development.**

- **EV 2.1: Promote and encourage local businesses, particularly small businesses.**

- Foster a dynamic, diversified, and inclusive business climate that highlights why the Town of Huntersville can support private investment and locally expanding businesses.

- *STAFF COMMENT: The developer proposes to diversify the non-residential development options by including a 200-room hotel, 36,000 sq. ft. convention center, 210,000 sq. ft. of retail, and a full-service 41-acre resort style recreational area.*

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- **Policy EOS-5: Protect water quality.**

- **EOS 5.3: Encourage Low Impact Development (LID).**

- Continue to promote usage of sand filters, bioretention, rain gardens, green roofs, pervious pavements, stormwater planters and other LID features.
    - Fine tune design of stormwater features and relationship to open space.

- *STAFF COMMENT: The development will comply with Low Impact water quality standards.*



- **Policy EOS-8: Improve access to parks.**

- **EOS-8.2:** Work toward the goal of 100% of residents within a 10-minute walking distance of a park, formalized or curated natural area, publicly accessible passive open space area, or greenway access point.

STAFF COMMENT: *The development will dedicate the entire Ramah Creek floodplain to Mecklenburg County for preservation and for the future extension of the greenway network. Westmoreland Road is proposed to have a 10 ft. sidepath that will offer access to the future greenway. The development's 41-acre recreational amenities (with membership) will offer additional options to the area.*

- **EOS-10: Improve bicycle and pedestrian facilities throughout Town.**

- **Implement the Bicycle and Pedestrian Committee's 30 x 30 plan.**
  - Connect all parks, schools, neighborhoods and major shopping into the Greenway System by 2030 incrementally over the next 10 years.
  - Include greenways, sidewalks, multi-use paths, trails and dirtways.

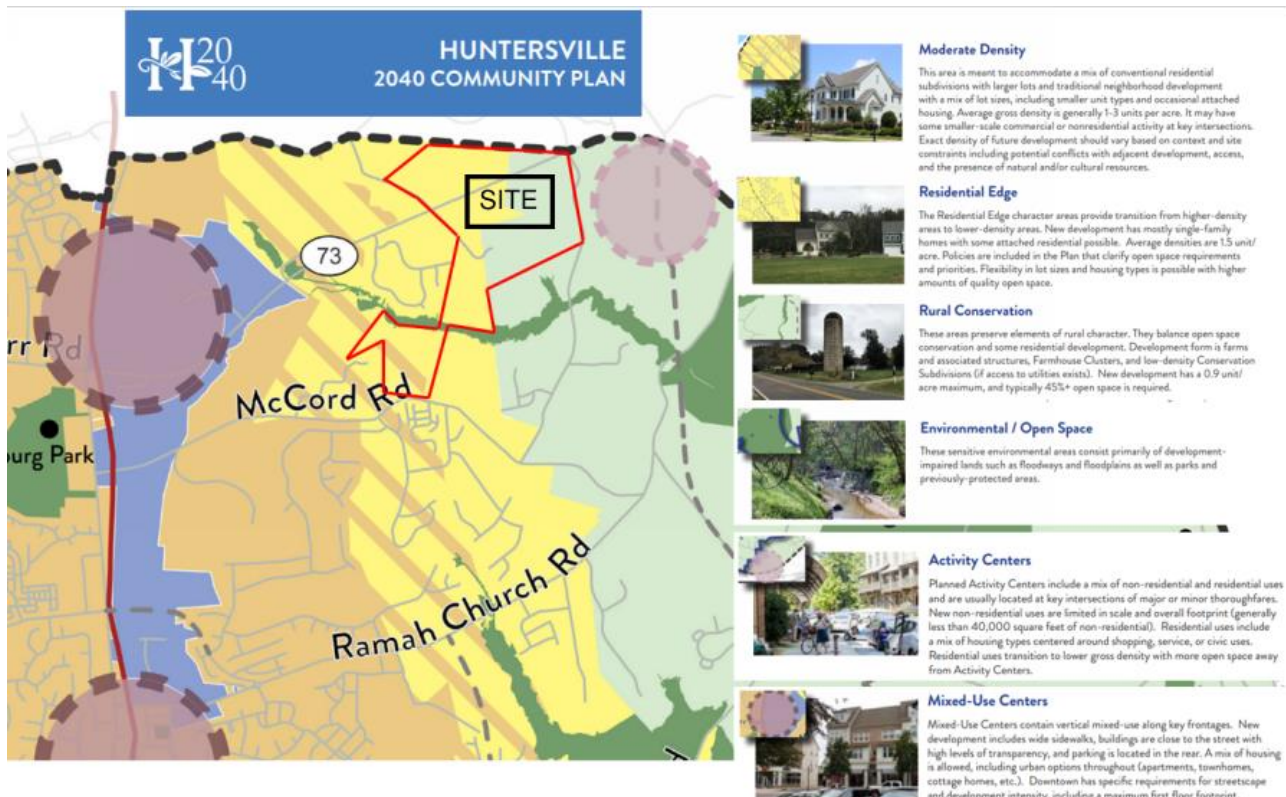
STAFF COMMENT: *All public streets have sidewalks along both sides and generally provide pedestrian circulation throughout. 10 ft. wide sidepaths are proposed, however, it is not clear where they will be located.*

Policies from the 2040 Huntersville Community Plan that **DO NOT SUPPORT** this project:

- **Policy LU-1: Encourage a development pattern that follows the Future Land Use Map.**

- **LU 1.1: Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans.**

STAFF COMMENT: *This rezoning does not follow the Future Land Use Map by placing high-density development in the Moderate Density, Residential Edge and Rural Conservation area. If approved, the Future Land Use Map will be modified, and a decision needs to be made as to potential designations for the properties surrounding the Lagoona Bay Beach Club's 263-acres. The Future Land Use Map area is as follows:*



*The Rural Conservation designation indicates areas to “preserve elements of rural character”. “New development has a 0.9 unit /acre and typically 45% open space.” The area of the rezoning plan that corresponds to the Rural Conservation area is proposed for Highway Commercial zoning with a mixed-use development with 112 apartments, 300 condominium units, 210,000 sq. ft. of commercial (retail), 200-room hotel and a 36,000 sq. ft. convention center and a 41-acre lagoon amenity. These proposed uses are not in alignment with the Rural Conservation designation.*

*The Residential Edge areas “provide transition from higher-density areas to lower density area. New development has mostly single-family homes with some attached residential possible. Average densities are 1.5 units/acre. Flexibility in lot sizes and housing types is possible with higher amounts of quality open space.” The area of the rezoning that corresponds to the Residential Edge area is proposed for Traditional Neighborhood Development (TND-U), Highway Commercial (HC) and Neighborhood Residential (NR) zoning with 180 Townhomes, 320 Apartments, (portion of) the 41-acre lagoon amenity and (portion of) the single-family homes.*

- **Policy LU-2:** Encourage residential development that follows the pattern outlined in the future land use map.
  - **Policy LU-2.1:** Higher intensity residential uses will be focused generally within two miles of the I-77/NC-115 corridor and future activity centers in the eastern and western areas of the Huntersville zoning jurisdiction.

*STAFF COMMENT: The Lagoona Bay Beach Club rezoning does not follow the Future Land Use Map by placing high density development in the Residential Edge and Rural Conservation area. If approved, the Future Land Use Map will be modified, and a decision needs to be made as to potential designations for the properties surrounding the project’s 263-acres.*

- **Policy LU 3.1: Manage residential growth in the eastern and western parts of Huntersville’s planning jurisdiction.**
  - **LU 3.1: Discourage rezonings to higher intensity residential districts in the Residential Edge and Rural Conservation future land use character areas.**
    - There is constant pressure to rezone to higher-density districts on the edges of town. Growth management was the #1 priority for survey response. There needs to be a concerted effort to uphold previous policy decisions to limit density and increase open space preservation in the more undeveloped areas outside of the Town Core.

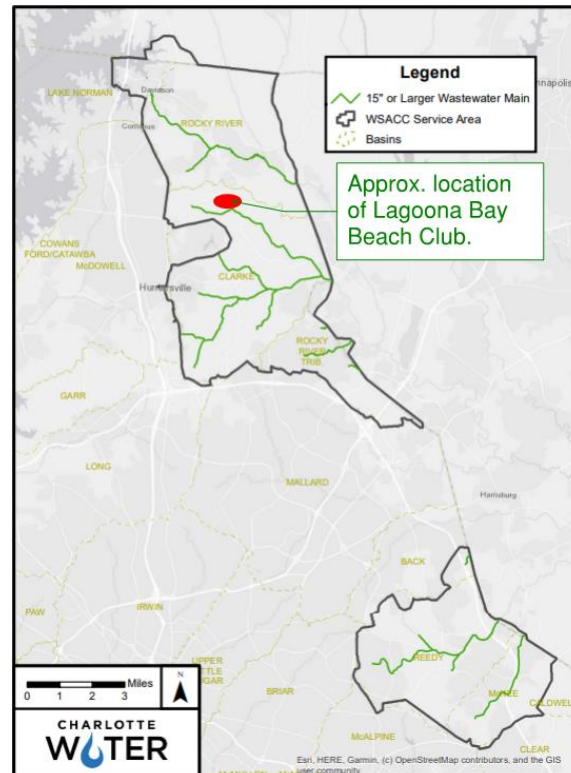
*STAFF COMMENT: The rezoning does not manage growth in the eastern part of Huntersville. Under current TR and R zoning, 340 single-family homes could be built. The rezoning would allow 1,162 residential units (single-family, townhomes, condos and apartments) a 200-room hotel, a conference center and up to 240,000 ft of commercial/retail. If the development is permitted not to match the permitted densities of the surrounding zoning districts, then appropriate transitions should be created by revising the location of uses, sizes and densities along external boundaries and increase buffers along the edges, as well.*

- **Policy LU-5: Focus more intense development in locations that can support growth.**
  - LU 5.1: Allow more intense development only where transportation infrastructure and utilities already exist.

*STAFF COMMENT: This area was designated for low-density development. While NC 73 is planned to widen to four-lanes starting in 2026, and Charlotte Water is in the process of increasing sewer capacity in this area (see below), this development will consume capacity intended for the region and will reduce capacity designated for higher intensity development (see Attachment E). Further, designating the 263-acres for higher intensity development will result in additional demand for higher intensity development on adjacent properties and surrounding land. Adopted long-range plans are the basis for infrastructure planning and were referenced by*



NCDOT (for NC 73), Charlotte Water & Sewer and Charlotte-Mecklenburg Schools. Lastly, until NCDOT provides input based on the TIA, a full analysis of transportation impacts cannot be provided at this time.



- **Policy LU-6: Support a mix of land uses in key locations.**
  - LU 6.1: A mix of land uses is encouraged in Mixed Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.
  - LU 6.2: Commercial uses are encouraged in the Town Core and as specified in adopted Small Area Plans.
  - LU 6.3: Small scale, neighborhood-serving commercial and office uses may be allowed in Town Core and Moderate Density areas specified on the Future Land Use map at key locations if designed in a context sensitive manner.

**STAFF COMMENT:** *The rezoning does not follow the Future Land Use Map by placing high density development in the Residential Edge and Rural Conservation areas, rather than in designated mixed-use centers.*

- **Policy LU-7: Require new development to follow design principles that reinforce the vision for the Town as expressed in this plan and other adopted plans.** The town has committed to traditional town planning and urban design principles that are meant to preserve the character of the town. This commitment is noted in adopted plans and the zoning ordinance and has been expressed in new development over the last 25 years.
  - **LU 7.1: Require all new development to adhere to the following design principles:**
    - In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:
      - All buildings shall front a public street or open space.
      - Streets should be connected, have short blocks and sidewalks on both sides of streets.
      - Improve connectivity, particularly for pedestrians and vehicles.
      - Parking lots, if required, should be predominately located behind buildings screened from view and larger lots should be broken by buildings and or landscape features.
    - Accommodate a mix of uses and/or housing types.

STAFF COMMENT: *The applicant is requesting the Town designate this area for higher intensity development, although it is not clear what Future Land Use Classification will apply. Based on the intensity of development proposed, the Mixed-Use Center is closest to the rezoning plan. If the Town modifies the Future Land Use Map to allow higher intensity development, there are some sections of the development that follow the above design principles and some sections that do not that are highlighted in yellow. While a mix of housing types are proposed, they are clustered and should more-fully integrate within the Activity Center limits.*

- **Policy LU-9: New residential development should follow appropriate housing design principles.**
  - LU 9.2: Within lower intensity areas including Moderate Density, Residential Edge, Rural Conservation, and Critical Watershed areas conservation design & farmhouse clusters are encouraged.
    - Scenic nature of roadways should be preserved.
    - Development should be clustered away from key natural features.
    - Site design should minimize grading and maximize preservation of existing stands of mature, native trees.

STAFF COMMENT: *If the Town does not modify the 2040 plan map, the proposed development will not meet Policy LU 9.2.*

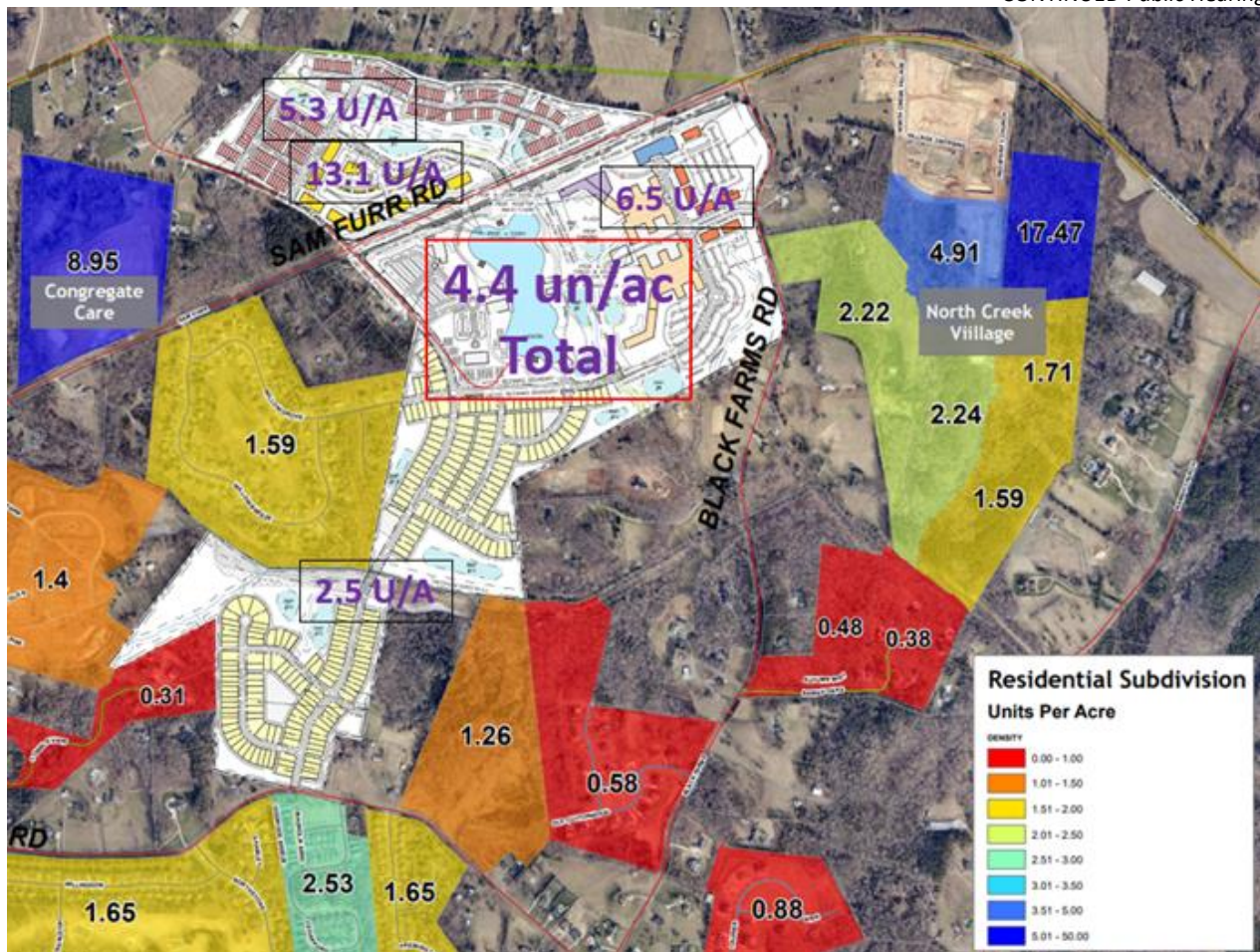
- **LU 10.2: Continue to encourage a mix of lot sizes in new developments.**

STAFF COMMENT: *The 100-acre single-family development with 250 homes offers two lot widths of 40 ft. and 50 ft. This is very limited given the size/number of single-family homes and the low density of adjacent development.*

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

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

STAFF COMMENT: *Existing residential development north of NC 73 consists of low density, large lot single-family dwellings. The proposal for 180 townhomes and seven 320-unit four-story apartments is not in keeping with protecting the existing housing stock. Further, existing residential development south of NC 73 is low density moderate to large lot single-family development ranging from .38 acre lots to 3 acre lots. The proposal is for lots starting at .12 acres and alleys serving those lots to be located within 20' of existing residential lots. In one area near McCord Road, there are three existing large lot homes adjoining 20 proposed single-family dwellings with alleys 20' from the existing residential property. The proposed development is not in keeping with protecting existing housing stock.*



Appropriate buffers along state roads and external boundaries provide transitions between new development patterns and existing land uses. A recent example is North Creek Village, located to the east and south of the NC 73 & Davidson-Concord Road intersection. This development is located within a designated Activity Center – which encouraged higher densities - near areas designated for more Rural and Transitional Residential-type development (low density). That project presented a land use arrangement that “stepped-down” the density and uses so that the proposed uses are more compatible with adjacent R and TR development. The project has 40 ft. and 50 ft. buffers and densities at the edges are only slightly higher than TR’s 1.5 units per acre. The area of the North Creek Village plan with apartments (and the highest density) has the widest buffer abutting Rural Zoning and was adequate for Town approval. Lastly, the “vegetated buffers” should be undisturbed buffers that only add vegetation where existing vegetation is not adequate, per the Zoning Ordinance.

- **Policy LU-12: Preserve historic structures and landscapes in Huntersville.**

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

STAFF COMMENT: A large percentage of this development does not blend well with the existing neighborhoods, in that the housing types, the scale and intensity are not in keeping with the existing land use patterns. One way to create transitions from one use type to another are appropriately sized buffers. The Town of Huntersville recently addressed the need for adequate buffers between developments by doubling the minimum required buffer for projects if the new development was (at least) double the density of the adjoining land use, in that condition, buffers would be increased from 20 ft. to 40 ft. (min.). In many instances around the Lagoon Bay Beach Club development, the density discrepancies far exceed double the density, and yet only 20 ft. buffers are

*offered. The only exception to this is the 80 ft. buffer offered along Black Farm Road, which is appropriate and consistent with the 2040 Community Plan.*

- **Policy EOS-1: Support the preservation and enhancement of the natural environment, along with its scenic and cultural assets.**
  - **EOS 1.1: Support and enhance regulations pertaining to open space design and protection.**
    - Continue to encourage the preservation of floodplains, wetlands, scenic views, wildlife habitat and prominent natural and historical features.
    - Continue to encourage contiguous and interconnected open space in new developments.
    - Enhance open space design criteria by prioritizing the following:
      - Water quality protection (land within 100-300 feet of streams, and uplands adjacent to floodplains or sensitive watersheds)
      - Mature forest, especially large tracts of contiguous, native forest cover
      - Future greenway corridors
      - Areas contiguous with surrounding existing or planned open space.
      - Historic landscapes and notable structures

*STAFF COMMENT: Unless the 2040 Plan is modified by the Town, the proposed development will not protect the scenic views along NC 73 and will result in removal of more vegetation than if current zoning remained.*

- **Policy EOS-2: Encourage conservation subdivision design in Residential Edge and Rural Conservation areas.**
  - **EOS 2.1: Continue to require and incentivize open space reservation in Moderate Density, Residential Edge, Rural Conservation, and Critical Watershed areas.**
    - Encourage new development to have at least 40% open space in new development in these areas.
    - The Residential Edge and Rural Conservation areas on the Future Land Use map are associated with the Transitional and Rural zoning districts. These zoning districts offer a sliding scale in allowable density depending on the amount of open space preserved.
  - EOS 2.2: In the Transitional and Rural zoning districts, consider allowing additional flexibility in site design in exchange for more quality open space preservation, which promotes conservation of natural resources.
    - Residential Edge: (TR Zoning area) Consider revising average & minimum lot size requirement and providing a mechanism for attached units (i.e., 10-20%)
    - Rural Conservation: (R Zoning), revisit average and minimum lot size requirements and consider up to 10% attached allowance (could be incentive-based on open space design)

*STAFF COMMENT: Unless the 2040 Plan is modified by the Town, the proposed development will not protect the scenic views along NC 73 and will result in removal of more vegetation than if current zoning remained.*

- **Policy EOS-3: Prioritize tree canopy preservation in the lower intensity areas (Residential Edge, Rural Conservation, and Critical Watershed areas).**
  - **EOS 3.1: Make mature, native forest an open space priority, especially near streams.**
    - Review and update tree preservation and open space requirements to prioritize natural open space and specifically stands of native, mature forest, especially those forests located proximal to streams.

*STAFF COMMENT: Unless the 2040 Plan is modified by the Town, the proposed will result in removal of more vegetation than if current zoning remained.*

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

- EOS 6.1: Enforce existing standards and evaluate new design standards to preserve the character of scenic country roads.
  - McCauley Road, Black Farms Road, Beatties Farm Road, and Ramah Church Road have been identified as scenic resources and should have corridor-specific design controls that preserve scenic beauty.
  - Additional controls might include view-shed protections, additional landscaping buffers or open space or screening requirements, use restrictions, density restrictions, or higher setbacks along the roadway.

*STAFF COMMENT: To date, as development has occurred along Black Farm Road, the typical road cross-section has not been installed to preserve the rural character of the corridor. New developments along Black Farm Road have not been large-scale, and impacts have been minimized (see North Creek Villages' reduced density along Black Farm Road and a 100 ft. buffer along the road frontage). The Lagoon Bay Beach Club project is providing an 80 ft. buffer along Black Farm Road which will help preserve this corridor. NCDOT has not commented on the TIA, and a development of this scale and density may (and should) require dramatic road improvements. If the character of Black Farm Road is to be preserved, developments that require significant road improvements would not be appropriate.*

- **Policy PS-9: Coordinate with Charlotte Water on water and sewer provision in the planning area.**

- **PS 9.1: Prioritize in infrastructure upgrades for future commercial, industrial and mixed-use development.**
  - Replace waterlines and upgrade sewer infrastructure as needed to serve future development in Downtown other Mixed-Use Centers and Employment Center areas identified on the Future Land Use Map.

*STAFF COMMENT: The proposed development is not located in a future high density growth area identified to Charlotte Water via the Town's long-range plans.*

- **Policy T-1: Link land-use with transportation using the mobility framework.**

- **T 1.2: Prioritize connecting Mixed-Use Centers to Activity Centers and other destinations throughout Town with transit.**
- T 1.3: Encourage transit-supportive development within Mixed-Use Centers and the Community Core areas to expand existing Express Bus Routes.

*STAFF COMMENT: The proposed development is located well outside of where transit is provided in proximity of I-77 and NC 115.*

- 

- **Policy T-3: Improve connectivity throughout the study area.**

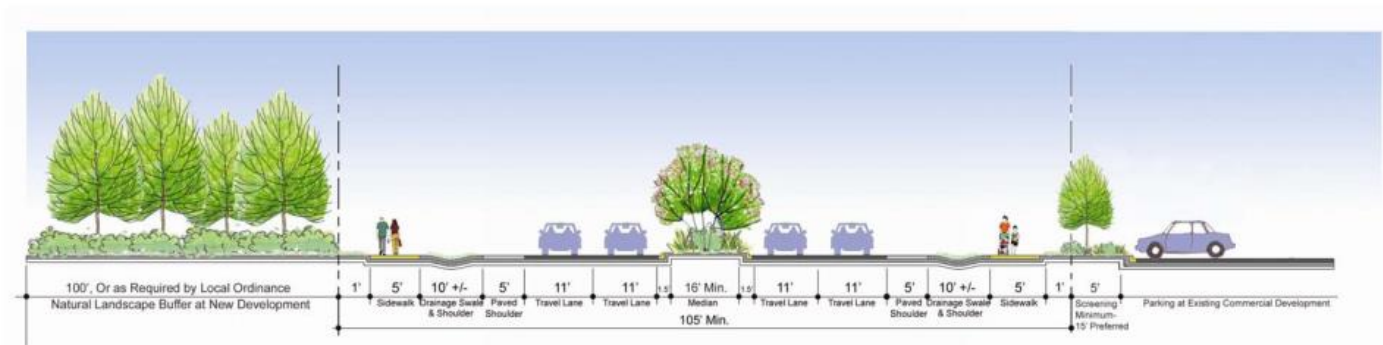
- T 3.1: Continue to require street connectivity among residential, commercial, employment, recreational and institutional uses.
- Context-sensitive street design should be applied.

*STAFF COMMENT: The proposed development provides a connection between NC 73 and McCord Road and into the existing public street stub in the Willowbrook subdivision.*

The **NC 73 Transportation / Land Use Corridor Plan** identifies the area around the Lagoon Bay Beach Club project as both a Rural and Transitional District with no new driveways on NC 73. The improvement to NC 73 was identified as a "4 Lane Rural Boulevard" that has since been superseded by the "Super Street / Reduced Conflict Intersection (RCI)" concept. No matter the name, the emphasis of the plan was to eliminate new driveways along the corridor and to provide significant buffers where development does not currently exist. All new development would be located behind the buffer as well.



## Road Typologies – 4 Lane Rural Boulevard



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

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

STAFF COMMENT: *The proposed Conditional District Rezoning for the Lagoona Bay Beach Club Mixed-Use Conditional District Rezoning is not supported by the 2040 Comprehensive Plan. The main issues of concern are the increased level of density and the location of the structures relative the abutting zoning and land uses and the lack of appropriate transitions to those Rural and Transitional Residential zones.*

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

STAFF COMMENT:

- A Transportation Impact Analysis was required – see Part 3 of this report.
- Storm water plan approval and refuse disposal note, must be provided.
- Charlotte Water has provided a memo of capacity availability and necessary requirements to provide those services. This memo will serve as a Willingness-to-serve indication from Charlotte Water. However, it should be noted that “current projections of wastewater flow from this rezoning boundary, developing under existing Huntersville Rural (R) and Transitional Residential (TR) zoning range from 19,941 to 59,823 Gallons Per Day (GPD). The Lagoona Bay Beach Club represents a multi-fold increase ranging from 347,600 to 397,600 GPD – roughly 11% of the capacity for the Water and Sewer Authority of Cabarrus County (WSACC), that serves the Towns of Huntersville, Cornelius, Davidson, as well as certain areas of the City of Charlotte (see Attachment E).
- The Conditional District Rezoning site plan was reviewed by Charlotte-Mecklenburg School District (CMS). CMS indicates the schools that would serve the proposed development are currently over-crowded and would add approximately 272 students to the schools in this area. In addition, they state that approval of the project “may increase overcrowding and/or reliance upon mobile classrooms at the schools listed”. (see below & see Attachment D for the full CMS report).

This development may add 272 students to the schools in this area.

The following data is as of 20<sup>th</sup> Day of the 2022-23 school year.

| <i>Schools Affected</i> | <i>Total Classroom Teachers</i> | <i>Building Classrooms/ Teacher Stations</i> | <i>20<sup>th</sup> Day, Enrollment (non-ec)</i> | <i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i> | <i>20<sup>th</sup> Day, Building Utilization (Without Mobiles)</i> | <i>Additional Students As a result of this development</i> | <i>Utilization As of result of this development (Without Mobiles)</i> |
|-------------------------|---------------------------------|----------------------------------------------|-------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------|
| J V WASHAM ELEMENTARY   | 46.50                           | 39                                           | 810                                             | 679                                                            | 119%                                                               | 127                                                        | <b>135%</b>                                                           |
| FRANCES BAILEY MIDDLE   | 66.5                            | 57                                           | 1326                                            | 1137                                                           | 117%                                                               | 67                                                         | <b>122%</b>                                                           |
| WILLIAM AMOS HOUGH HIGH | 120.3                           | 100                                          | 2518                                            | 2093                                                           | 120%                                                               | 78                                                         | <b>124%</b>                                                           |

The total estimated capital cost of providing the additional school capacity for this new development is \$10,229,000; calculated as follows:

Elementary School: **127**x \$34,000 = \$4,318,000  
Middle School: **67**x \$37,000 = \$2,479,000  
High School: **78**x \$44,000 = \$3,432,000

#### **RECOMMENDATION**

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

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

STAFF COMMENT: The Lunsford-Knox Farm is located at 15401 Black Farms Road and is identified by the Historic Landmarks Commission as an intact farm. However, according to the Commission’s representative, protection is not being sought and would not be sought, unless the owners were seeking designation, and even then, the Commission would look critically at whether it merited protection status. *Planning staff has no indication that the request would adversely affect any other known archeological, environmental, or cultural resources.*

#### **PART 5: STAFF RECOMMENDATION**

Staff recommendation for the Lagoona Bay Beach Club Conditional District rezoning is denial based on the following issues:

- The Lagoona Bay Beach Club site plan is not consistent with the 2040 Community Plan or the NC 73 Corridor Plan;
- The overall density, and per zoning area densities, are not supported by the 2040 Community Plan;
- The overall plan does not comply with numerous regulations for the zoning districts requested;
- TIA requirements from NCDOT have not been received. All recommendations from TIA to be added;
- Charlotte Water indicates capacity is available, however, this project will utilize 11% of the remaining capacity until the year 2050.
- Provide tree survey overlaid on site plan to facilitate tree-save analysis;
- Tree save data does not indicate min. tree save in the TND-U and HC areas. No mitigation is offered.



- Plan Sheets listed as “Elevations” are illustrative plans – they do not have enough detail to be used in plans.
- All buffers should be “undisturbed”.
- Buffers shown are only 20 ft. wide. Depending on densities, 40 (+) ft., undisturbed buffers along external boundaries should be utilized.
- Landscape Plans do not show double row of street trees along NC 73 or McCord Road.
- Parking lots along Westmoreland Road do not have landscape screening (per ZO Art. 6).
- Parking lots along Road 9 do not have landscape screening (per ZO Art. 6).
- [See Parts 2 – 4 of this report for full summary of issues.](#) Significant issues include:
  - TND-U – Sheet RZ-3.1:
    - The layout of the Apartment block (Sheet RZ-3.1) should be re-visited to create a walkable, pedestrian-oriented residential area with adequate open space and access to all other uses.
    - Demonstrate that average block perimeters in the TND-U sections do not exceed 1,350 ft. (see page 3 of this report).
    - Reduce block lengths that exceed 500 ft. in length in the TND-U areas.
    - Provide elevations for townhomes and apartments.
    - Provide 30% specimen tree save in TND-U area.
    - Several buildings in Apts. area do not have frontage on street or Urban Open Space – must provide.
    - Cul-de-sac exceeds standard – revise or request modification.
    - Frontage along Westmoreland Road does not meet Ord. requirements.
    - RECOMMEND providing on-street parking on both sides of all townhome streets where units exist on both sides.
    - RECOMMEND 10 ft. sidepath along Westmoreland Road.
  - HC – Sheet RZ-3.2:
    - All buildings must front a street or Urban Open Space.
    - A berm or other screening should be provided along NC 73 and Westmoreland Road.
    - The parking in the corner of NC 73 & Westmoreland Road must be relocated or screened.
    - A 10 ft. sidepath has been discussed along Westmoreland Road, but is not shown.
    - Provide 30% specimen tree save in HC area.
    - Provide pedestrian connection under/across NC 73.
    - Sports fields should be adequately screened.
  - HC / TND - U RZ-3.3:
    - Six-story hotel requires a Special Use Permit.
    - Provide floorplans & elevations (as needed) to show Ord. compliance for commercial/retail, hotel, convention center, condos and apartments-over-retail.
    - Compliance with requirements of HC has not been demonstrated.
    - Building type is not provided for each structure.
    - Block length standards are not being met.
    - Provide 30% specimen tree save in HC area.
    - Urban Open Spaces are not generally designed.
    - Parking areas along public streets must be screened.
  - NR – RZ-3.4:
    - External buffers should be increased.
    - Reduce block lengths that exceed 800 ft. in length in the Neighborhood Residential areas.

- Shift street stub for Road 12 to align with Heath property.
- NR – RZ-3.5:
  - Reduce block lengths that exceed 800 ft. in length in the Neighborhood Residential areas.
  - Appropriate Urban Open Space should be provided within the Single-Family area north of McCord Road.
  - External buffers should be increased.
- All outstanding Transportation Comments must be addresses (see Part 3);
- All outstanding redline comments must be addressed.
- RECOMMENDATION: a pedestrian crossing technique for NC 73 should be provided from the TND-U area (townhomes & apartments) to the mixed-use HC area (condos, hotel, convention center);

|                                        |
|----------------------------------------|
| <b>PART 6: PUBLIC HEARING COMMENTS</b> |
|----------------------------------------|

Public Hearing scheduled for Monday, June 5, 2023.

|                                              |
|----------------------------------------------|
| <b>PART 7: PLANNING BOARD RECOMMENDATION</b> |
|----------------------------------------------|

Planning Board scheduled to review on June 27, 2023.

|                                       |
|---------------------------------------|
| <b>PART 8: ATTACHMENTS/ENCLOSURES</b> |
|---------------------------------------|

Attachments

- A – Rezoning Application.
- B – Lagoona Bay Beach Club CD Rezoning / Sketch Plan.
- C - Community Meeting Report from April 26, 2023.
- D – CMS Report – Lagoona Bay Beach Club.
- E – Area Density Map.
- F – Charlotte Water Memo



# General Application

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

## 1. Application Type

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

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

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

## 2. Project Data

Date of Application March 3, 2023

Name of Project Huntersville Lagoon Phase # (if subdivision) \_\_\_\_\_

Project Address 12731 Sam Furr Rd. Huntersville, NC 28078, 12734 Sam Furr Rd. Huntersville, NC 28078  
15401 Black Farms Rd. Huntersville, NC 28078, 13434 Westmoreland Rd. Huntersville, NC 28078  
13420 Westmoreland Rd. Huntersville, NC 28078, 13021 McCord Rd. Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01106218, 01125102, 01125109, 01125103, 01125108, 01104101, 01105105,  
01106217, 01106226, 01106219, 01125101, 01125104, 01124123, 01105104

Current Zoning District R, TR Proposed District (for rezoning only) TND-U (CD), HC (CD), NR (CD)  
58.33 acres, 104.88 acres, 100.57 acres

Property Size (acres) +/- 263.01 Street Frontage (feet) +/- 10,670 linear feet

Current Land Use Agricultural-Commercial Production, Use Value Homesite, Single Family Residential-Acreage

Proposed Land Use(s) Office/Retail, Condos, Apartments, Townhomes, Single Family, Lagoon

Is the project within Huntersville's corporate limits?

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

## 3. Description of Request

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

## 4. Site Plan Submittals

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



## 5. Outside Agency Information

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

## 6. Applicant

Printed Name Bi-Part Development, LLC Phone (704) 363-7902  
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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

Signature [Signature] Printed Name: Jake Palillo

Title Manager Email jpalillo@aol.com

Address of Applicant 18611 Starcreek Dr. Cornelius, NC 28031

## 7. Property Owner (if different than applicant)

\*Printed Name RM Westmoreland Family LP Phone \_\_\_\_\_  
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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

Signature [Signature] Printed Name Keith L Westmoreland

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner 13434 Westmoreland Rd. Huntersville, NC 28078 Parcel 01106218

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

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

## 8. Development/Design Firm Contact Information

|                                 |                     |                       |                         |
|---------------------------------|---------------------|-----------------------|-------------------------|
| <u>Bi-Part Development, LLC</u> | <u>Jake Palillo</u> | <u>(704) 363-7902</u> | <u>jpalillo@aol.com</u> |
| Development Firm                | Name of Contact     | Phone                 | Email                   |

|                              |                     |                       |                                     |
|------------------------------|---------------------|-----------------------|-------------------------------------|
| <u>Urban Design Partners</u> | <u>Paul Pennell</u> | <u>(704) 334-3303</u> | <u>paul@urbandesignpartners.com</u> |
| Design Firm                  | Name of Contact     | Phone                 | Email                               |

## Contact Information

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



General Application  
Owner/Applicant Signature Addendum

Application Information

Date of Application March 3, 2023 Application Number \_\_\_\_\_

Name of Project Huntersville Lagoon Phase # (if subdivision) \_\_\_\_\_

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

\* ^ Printed Name Thomas M Westmoreland Phone Number \_\_\_\_\_

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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

Signature Keith Lee Westmoreland Parcel ID(s): 01125102

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 13434 Westmoreland Rd, Huntersville, NC 28078

\* ^ Printed Name Calvin W Westmoreland  
Keith Lee Westmoreland  
Thomas M Westmoreland, Jr Phone Number \_\_\_\_\_

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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

Signature Keith Lee Westmoreland Parcel ID(s): 01125109, 01125103

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 13434 Westmoreland Rd, Huntersville, NC 28078

\* ^ Printed Name TM Family LP Westmoreland Phone Number \_\_\_\_\_

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Signature Keith Lee Westmoreland Parcel ID(s): 01125108, 01104101, 01105105

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 13434 Westmoreland Rd, Huntersville, NC 28078

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General Application  
Owner/Applicant Signature Addendum

Application Information

Date of Application March 3, 2023 Application Number \_\_\_\_\_

Name of Project Huntersville Lagoon Phase # (if subdivision) \_\_\_\_\_

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

Thomas M Westmoreland, Sr. Thomas M Westmoreland, Jr.  
\* ^ Printed Name Calvin W Westmoreland Phone Number \_\_\_\_\_

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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Signature Calvin W Westmoreland Parcel ID(s): 01106217

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 13434 Westmoreland Rd, Huntersville, NC 28078

Calvin W Westmoreland  
\* ^ Printed Name Mary Ellen A Phone Number \_\_\_\_\_

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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Signature Calvin W. Westmoreland Parcel ID(s): 01106226

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 12731 Sam Furr Rd, Huntersville, NC 28078

Robert J Knox, Jr.  
\* ^ Printed Name Cynthia L Knox Phone Number \_\_\_\_\_

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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Signature \_\_\_\_\_ Parcel ID(s): 01106219, 01125101

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 15401 BLack Belt Rd, Huntersville, NC 28078

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General Application  
Owner/Applicant Signature Addendum

Application Information

Date of Application March 3, 2023 Application Number \_\_\_\_\_

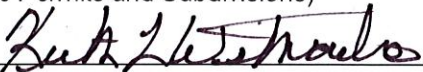
Name of Project Huntersville Lagoon Phase # (if subdivision) \_\_\_\_\_

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

\* ^ Printed Name Keith L Westmoreland Phone Number \_\_\_\_\_

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Signature  Parcel ID(s): 01125104

Title \_\_\_\_\_ Email \_\_\_\_\_

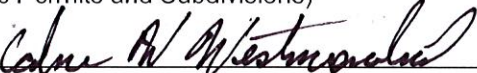
Address of Property Owner/Applicant 13420 Westmoreland Rd, Huntersville, NC 28078

Kieth L Westmoreland

\* ^ Printed Name Calvin W Westmoreland Phone Number \_\_\_\_\_

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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Signature  Parcel ID(s): 01124123

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 13434 Westmoreland Rd, Huntersville, NC 28078

Dawn Shoemaker Bradford

\* ^ Printed Name William O Bradford Jr. Phone Number \_\_\_\_\_

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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Signature \_\_\_\_\_ Parcel ID(s): 01105104

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 15120 Huntersville-Concord Rd. Huntersville, NC 28078

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General Application  
Owner/Applicant Signature Addendum

Application Information

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Name of Project Huntersville Lagoon Phase # (if subdivision) \_\_\_\_\_

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

\* ^ Printed Name Keith L Westmoreland Phone Number \_\_\_\_\_

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Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 13420 Westmoreland Rd, Huntersville, NC 28078

Keith L Westmoreland

\* ^ Printed Name Calvin W Westmoreland Phone Number \_\_\_\_\_

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Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 13434 Westmoreland Rd, Huntersville, NC 28078

Dawn Shoemaker Bradford

\* ^ Printed Name William O Bradford Jr. Phone Number \_\_\_\_\_

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Signature *William O Bradford Jr.* Parcel ID(s): 01105104

Title \_\_\_\_\_ Email \_\_\_\_\_

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Title \_\_\_\_\_ Email \_\_\_\_\_

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Calvin W Westmoreland  
\* ^ Printed Name Mary Ellen A Phone Number \_\_\_\_\_

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Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner/Applicant 12731 Sam Furr Rd, Huntersville, NC 28078

Robert J Knox, Jr.  
\* ^ Printed Name Cynthia L Knox Phone Number \_\_\_\_\_

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Signature [Signature] Parcel ID(s): 01106219, 01125101, 01106201

Title Owners Email lkeggers@hotmail.com / cpknox52@gmail.com

Address of Property Owner/Applicant 15401 Black ~~XXXX~~ Rd, Huntersville, NC 28078  
Farms

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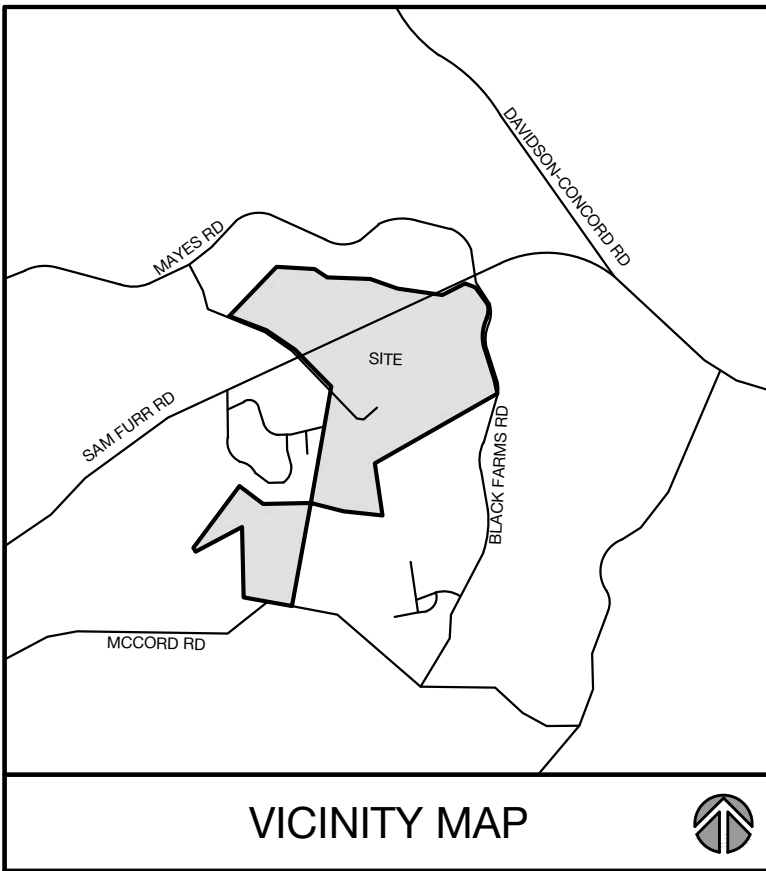
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The purpose of the rezoning request is to create a one of a kind, Crystal Lagoon in the Town of Huntersville. The project will be divided into three zoning districts. North of Sam Furr Road, TND-U(CD), will feature multi-family units and townhomes. The central attraction, the lagoon, will be located in the HC(CD) Zoning District. This will feature a hotel, mixed use buildings with condos and apartments, as well as numerous amenities. The southern portion of the project will be zoned NR(CD) and feature single family homes. The project will be interconnected with sidewalks and multi-use paths as well as a trolly system, which will bring guests to and from the Lagoon.



# Lagoona Bay Beach Club

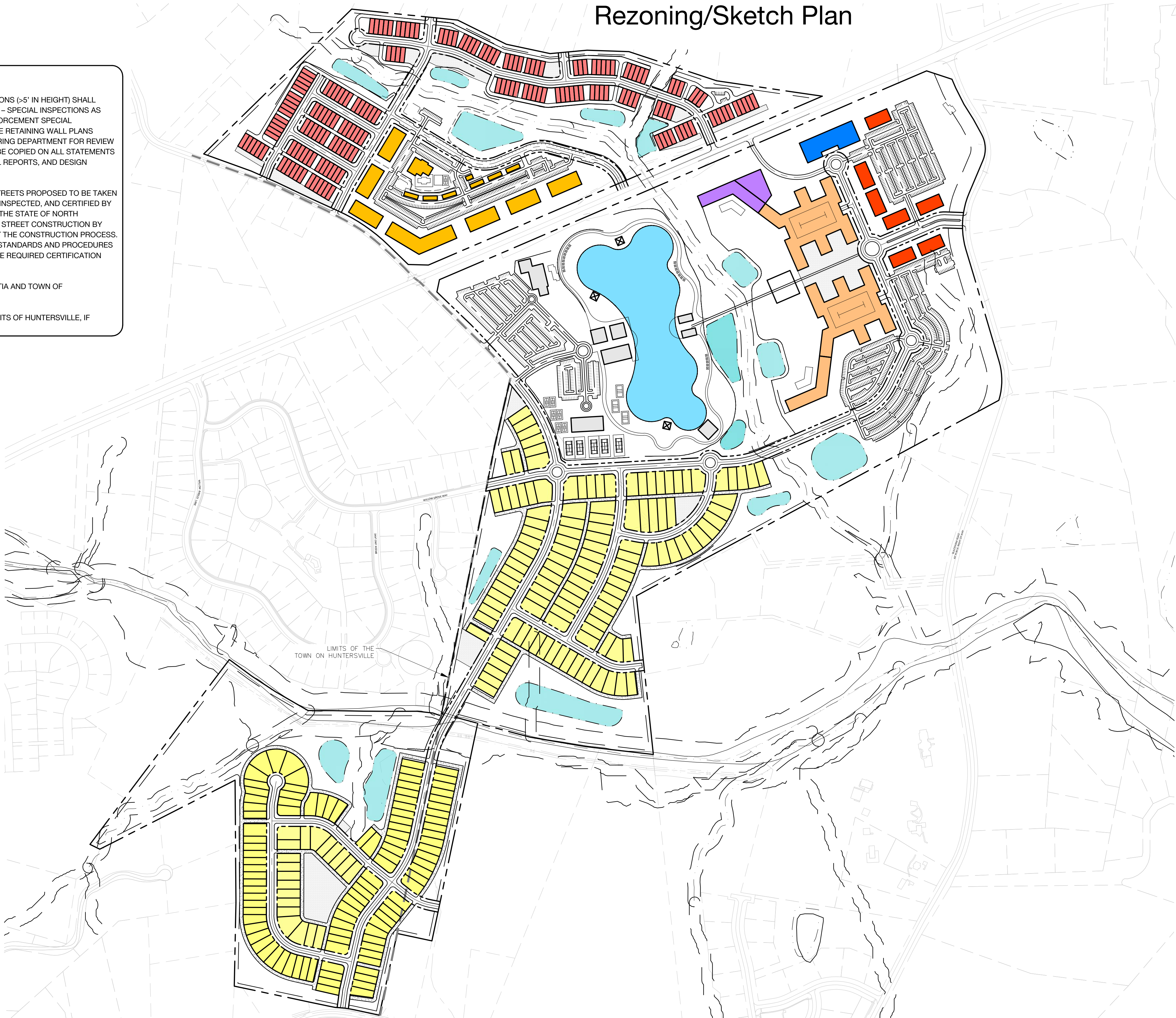
Huntersville, NC  
EPM # 447044  
Rezoning/Sketch Plan



VICINITY MAP

NOTES:

1. ALL RETAINING WALLS REQUIRING SPECIAL INSPECTIONS (>5' IN HEIGHT) SHALL MEET THE REQUIREMENTS OF THE MCSBC CHAPTER 17 - SPECIAL INSPECTIONS AS DETAILED PER THE MECKLENBURG COUNTY CODE ENFORCEMENT SPECIAL INSPECTIONS PROCESS. ADDITIONALLY, COPIES OF THE RETAINING WALL PLANS SHALL BE SUBMITTED TO THE HUNTERSVILLE ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL. THE TOWN OF HUNTERSVILLE SHALL BE COPIED ON ALL STATEMENTS OF SPECIAL INSPECTIONS, SPECIAL INSPECTIONS FINAL REPORTS, AND DESIGN PRINCIPAL IN RESPONSIBLE CHARGE (DPIRC) LETTERS.
2. THE TOWN OF HUNTERSVILLE REQUIRES THAT ALL STREETS PROPOSED TO BE TAKEN OVER BY THE TOWN FOR MAINTENANCE BE REVIEWED, INSPECTED, AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NORTH CAROLINA FOR ADEQUATE CONSTRUCTION. REVIEW OF STREET CONSTRUCTION BY THE CERTIFYING ENGINEER IS REQUIRED THROUGHOUT THE CONSTRUCTION PROCESS. REFER TO THE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND PROCEDURES MANUAL FOR ADDITIONAL INFORMATION INCLUDING THE REQUIRED CERTIFICATION FORM.
3. ROADWAY IMPROVEMENTS TO BE DETERMINED PER TIA AND TOWN OF HUNTERSVILLE/NCDDOT COMMENTS.
4. PROJECT SITE MAY BE ANNEXED INTO THE TOWN LIMITS OF HUNTERSVILLE, IF APPLICABLE.



SHEET INDEX

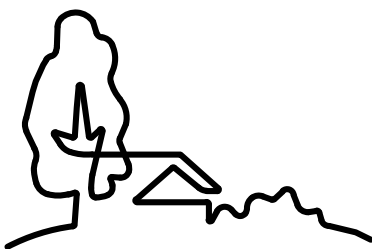
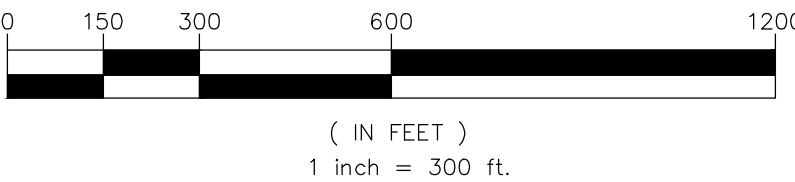
| Sheet Number | Sheet Title                         |
|--------------|-------------------------------------|
| RZ-1.0       | Cover Sheet                         |
| RZ-2.0       | Existing Conditions                 |
| RZ-2.1       | Existing Slopes                     |
| RZ-3.0       | Overall Site Plan                   |
| RZ-3.1       | Site Plan A                         |
| RZ-3.2       | Site Plan B                         |
| RZ-3.3       | Site Plan C                         |
| RZ-3.4       | Site Plan D                         |
| RZ-3.5       | Site Plan E                         |
| RZ-3.6       | Zoning Boundaries                   |
| RZ-3.7       | Connectivity Plan                   |
| RZ-4.0       | Grading Plan                        |
| RZ-4.1       | Grading Concept A                   |
| RZ-4.2       | Grading Concept B                   |
| RZ-4.3       | Grading Concept C                   |
| RZ-4.4       | Grading Concept D                   |
| RZ-4.5       | Grading Concept E                   |
| RZ-5.0       | Storm Drainage Plan                 |
| RZ-5.1       | Drainage Area Plan - Pre-Developed  |
| RZ-5.2       | Drainage Area Plan - Post-Developed |
| RZ-5.3       | Storm Drainage Plan Enlargement     |
| RZ-5.4       | Storm Drainage Plan Enlargement     |
| RZ-5.5       | Storm Drainage Plan Enlargement     |
| RZ-5.6       | Storm Drainage Plan Enlargement     |
| RZ-5.7       | Storm Drainage Plan Enlargement     |
| RZ-6.0       | Overall Utility Plan                |
| RZ-6.1       | Utility Plan A                      |
| RZ-6.2       | Utility Plan B                      |
| RZ-6.3       | Utility Plan C                      |
| RZ-6.4       | Utility Plan D                      |
| RZ-6.5       | Utility Plan E                      |
| RZ-7.0       | Erosion Control Ph 1 Overall        |
| RZ-8.0       | Street Section Details              |
| RZ-8.1       | Street Section Details              |
| RZ-8.2       | Building and Lot Types              |
| RZ-8.3       | Building and Lot Types              |
| LS-1.0       | Overall Landscape Plan              |
| LS-1.1       | Landscape Plan A                    |
| LS-1.2       | Landscape Plan B                    |
| LS-1.3       | Landscape Plan C                    |
| LS-1.4       | Landscape Plan D                    |
| LS-1.5       | Landscape Plan E                    |
| LS-2.0       | Tree Survey                         |
| LS-2.1       | Tree Survey A                       |
| LS-2.2       | Tree Survey B                       |
| LS-2.3       | Tree Survey C                       |
| LS-2.4       | Tree Survey D                       |
| LS-2.5       | Tree Survey E                       |
| A-1.0        | Architectural Elevations            |
| A-1.1        | Architectural Elevations            |
| A-1.2        | Architectural Elevations            |



BEFORE YOU DIG!  
CALL 811 OR 1-800-632-4949  
N.C. ONE-CALL CENTER  
IT'S THE LAW!

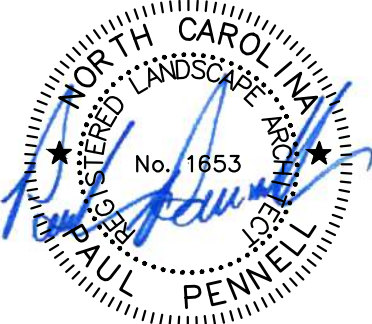


GRAPHIC SCALE



URBAN  
DESIGN  
PARTNERS

1213 w morehead st ste 450  
charlotte, nc 28208  
P 704.334.3303  
urbandesignpartners.com  
nc firm no: P-0418 sc coa no: C-03044



05.15.2023

Bi-Part Development, LLC

Jake Paililo

18611 Starcreek Drive  
Cornelius, NC 28031

Lagoona Bay  
Beach Club  
Cover Sheet

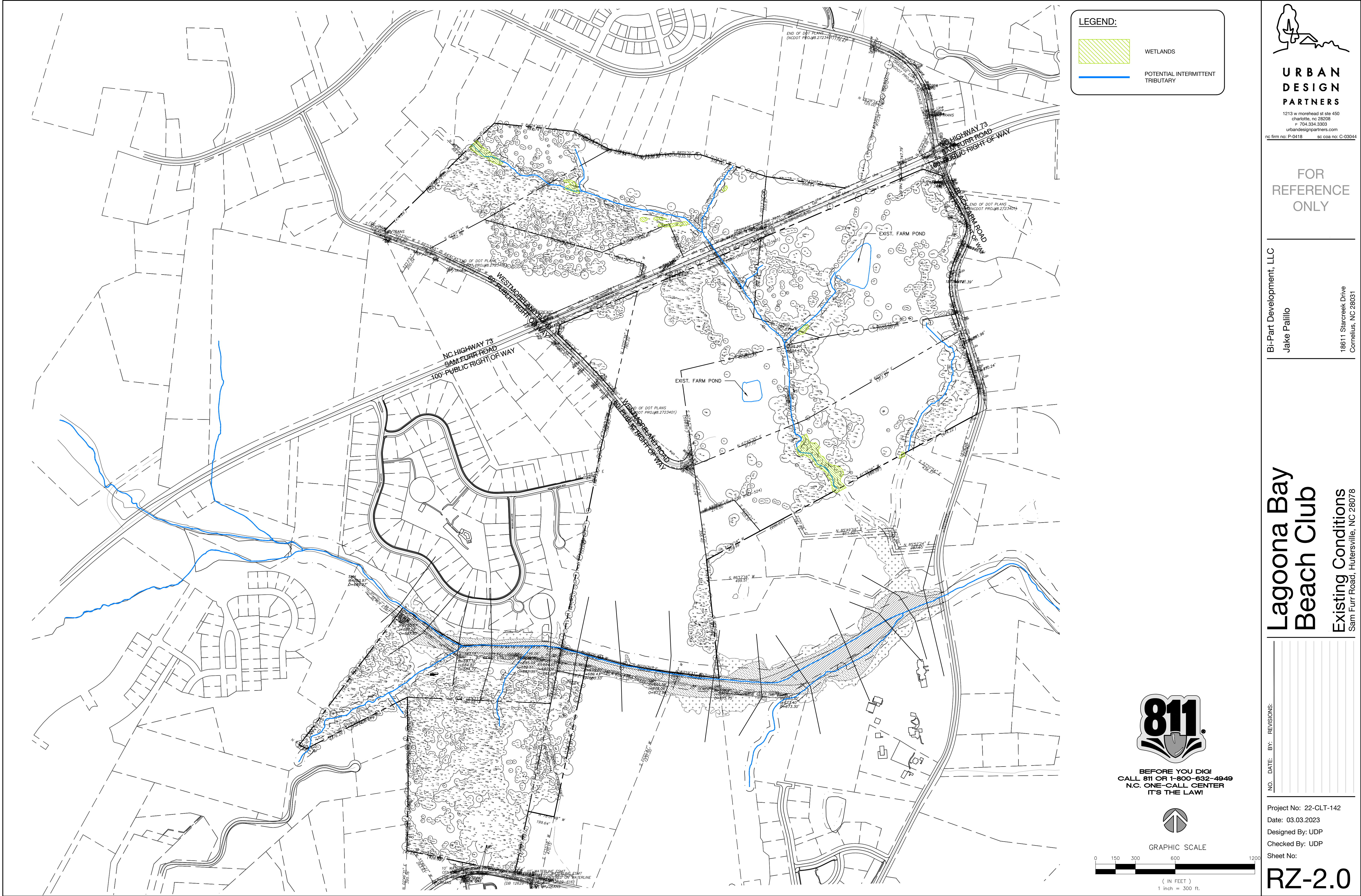
Sam Furr Road, Huntersville, NC 28078

NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
Checked By: UDP  
Sheet No:

RZ-1.0





**LEGEND:**

 WETLANDS

 POTENTIAL INTERMITTENT TRIBUTARY

**URBAN DESIGN PARTNERS**

1213 w morehead st ste 450  
charlotte, nc 28208  
p 704.334.3303  
urbandesignpartners.com  
nc firm no: P-0418 sc coa no: C-03044

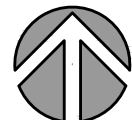
FOR  
REFERENCE  
ONLY

Bi-Part Development, LLC  
Jake Palillo  
18611 Starcreek Drive  
Cornelius, NC 28031

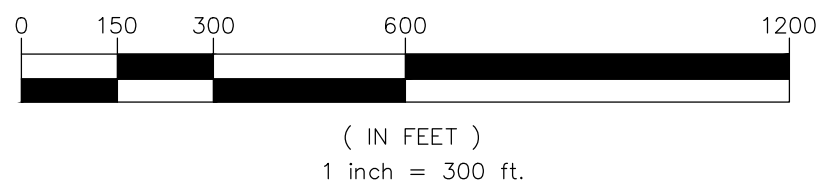
**Lagoona Bay  
Beach Club**  
Existing Conditions  
Sam Furr Road, Hutersville, NC 28078



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GRAPHIC SCALE



| NO. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
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Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
Checked By: UDP  
Sheet No:

**RZ-2.0**





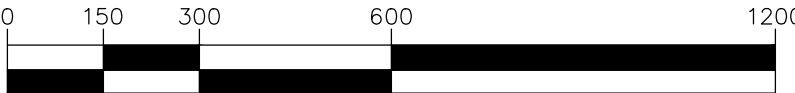
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|--------------|---------------|---------------|-------|
| Number       | Minimum Slope | Maximum Slope | Color |
| 1            | 0.00%         | 10.00%        |       |
| 2            | 10.00%        | 15.00%        |       |
| 3            | 15.00%        | 25.00%        |       |
| 4            | 25.00%+       |               |       |



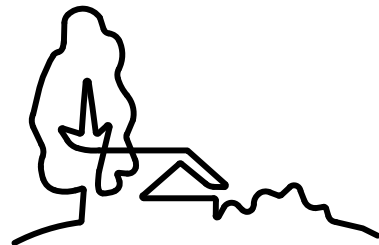
BEFORE YOU DIG!  
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IT'S THE LAW!



GRAPHIC SCALE



( IN FEET )  
1 inch = 300 ft.



URBAN  
DESIGN  
PARTNERS

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Charlotte, NC 28208  
P: 704.334.3303  
urbandesignpartners.com  
nc firm no: P-0418 sc coa no: C-03044

FOR  
REFERENCE  
ONLY

Bi-Part Development, LLC

Jake Palillo

18611 Starcreek Drive  
Cornelius, NC 28031

# Lagoona Bay Beach Club

Existing Slopes

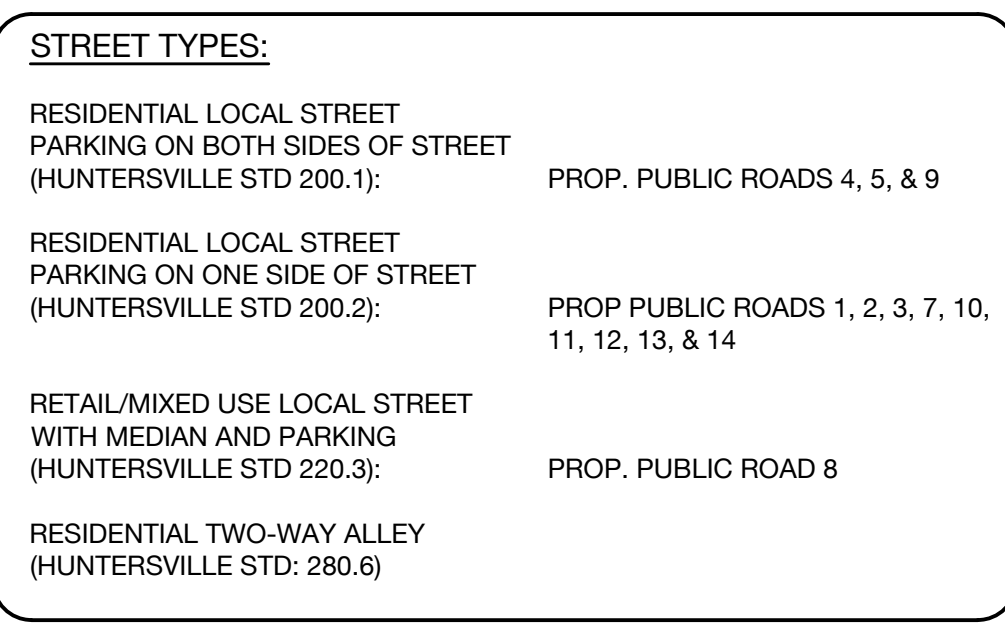
Sam Furr Road, Huntersville, NC 28078

NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142  
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Designed By: UDP  
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Sheet No:

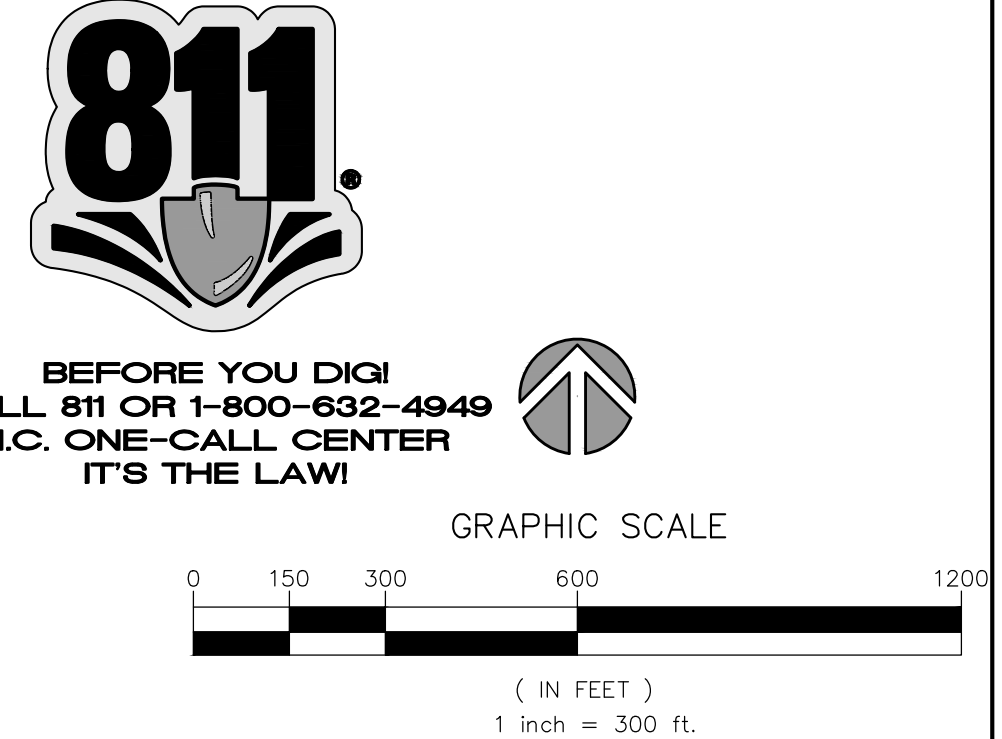
RZ-2.1





1. ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH ALL ZONING AND SUBDIVISION STANDARDS OF THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, AND NCDOT, AS APPLICABLE.
2. THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT OF WAY OF RECORD.
3. ALL AREAS DESIGNATED AS COMMON AND/OR URBAN OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND DEDICATED FOR PERPETUITY.
4. ACCESS (INGRESS/EGRESS) LOCATION AND DESIGN SHOWN ON THIS SKETCH PLAN AREA SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS (INCLUDING RIGHT-OF-WAY) AND INTERSECTION WITH ADJACENT AND OPPOSING ACCESS POINTS. MODIFICATIONS TO PLAN MAY RESULT.
5. LARGE MATURING TREES WILL BE PLANTED 40' O/C WITHIN THE REQUIRED PLANTING STRIP ALONG ALL STREETS. TREE SPECIES SHALL COMPLY WITH THE TOWN APPROVED TREE LIST.
6. SMALL MATURING TREES ARE TO BE USED WHERE OVERHEAD POWER LINES EXIST.

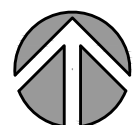
|                                              |                                         |
|----------------------------------------------|-----------------------------------------|
| <u>MIXED USE AREA:</u>                       |                                         |
| SITE AREA:                                   | ±63.72 AC                               |
| PROPOSED ZONING:                             | HC(CD)                                  |
| PROPOSED:                                    |                                         |
| RETAIL/RESIDENTIAL:                          | 112 APARTMENT UNITS<br>70,000 SF RETAIL |
| RETAIL/CONDO:                                | 300 CONDO UNITS<br>140,000 SF RETAIL    |
| HOTEL:                                       | 200 KEYS                                |
| CONVENTION CENTER:                           | 36,000 SF                               |
| PARKING REQUIRED:                            |                                         |
| RETAIL:                                      | 420 SPACES (1/500 SF)                   |
| RESIDENTIAL:                                 | 618 SPACES (1.5/UNIT)                   |
| HOTEL:                                       | 200 SPACES                              |
| CONVENTION CENTER:                           | 72 SPACES (1/500 SF)                    |
| ANCILLARY:                                   | 50 SPACES                               |
| TOTAL REQUIRED:                              | 1,360 SPACES                            |
| PARKING PROPOSED:                            |                                         |
| SURFACE:                                     | 1,089 SURFACE SPACES*                   |
| CONDO PARKING DECK:                          | 600 SPACES                              |
| TOTAL:                                       | 1,689 SPACES                            |
| *ADDITIONAL ON STREET PARKING TO BE PROVIDED |                                         |

[illegible]

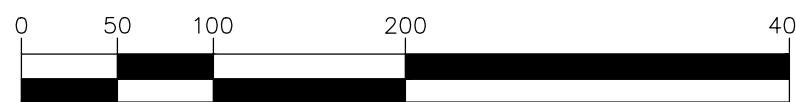




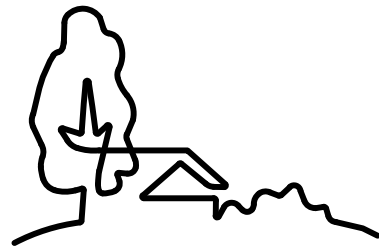
BEFORE YOU DIG!  
CALL 811 OR 1-800-632-4949  
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GRAPHIC SCALE

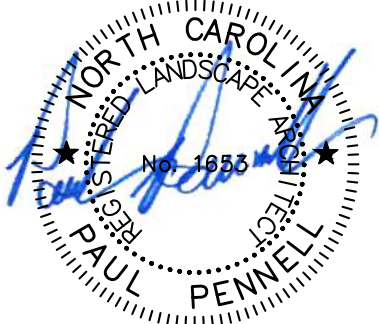


( IN FEET )  
1 inch = 100 ft.



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charlotte, nc 28208  
P 704.334.3303  
urbandesignpartners.com  
nc firm no: P-0418 sc coa no: C-03044



05.15.2023

Bi-Part Development, LLC

Jake Palillo

18611 Starcreek Drive  
Cornelius, NC 28031

# Lagoona Bay Beach Club

## Site Plan A

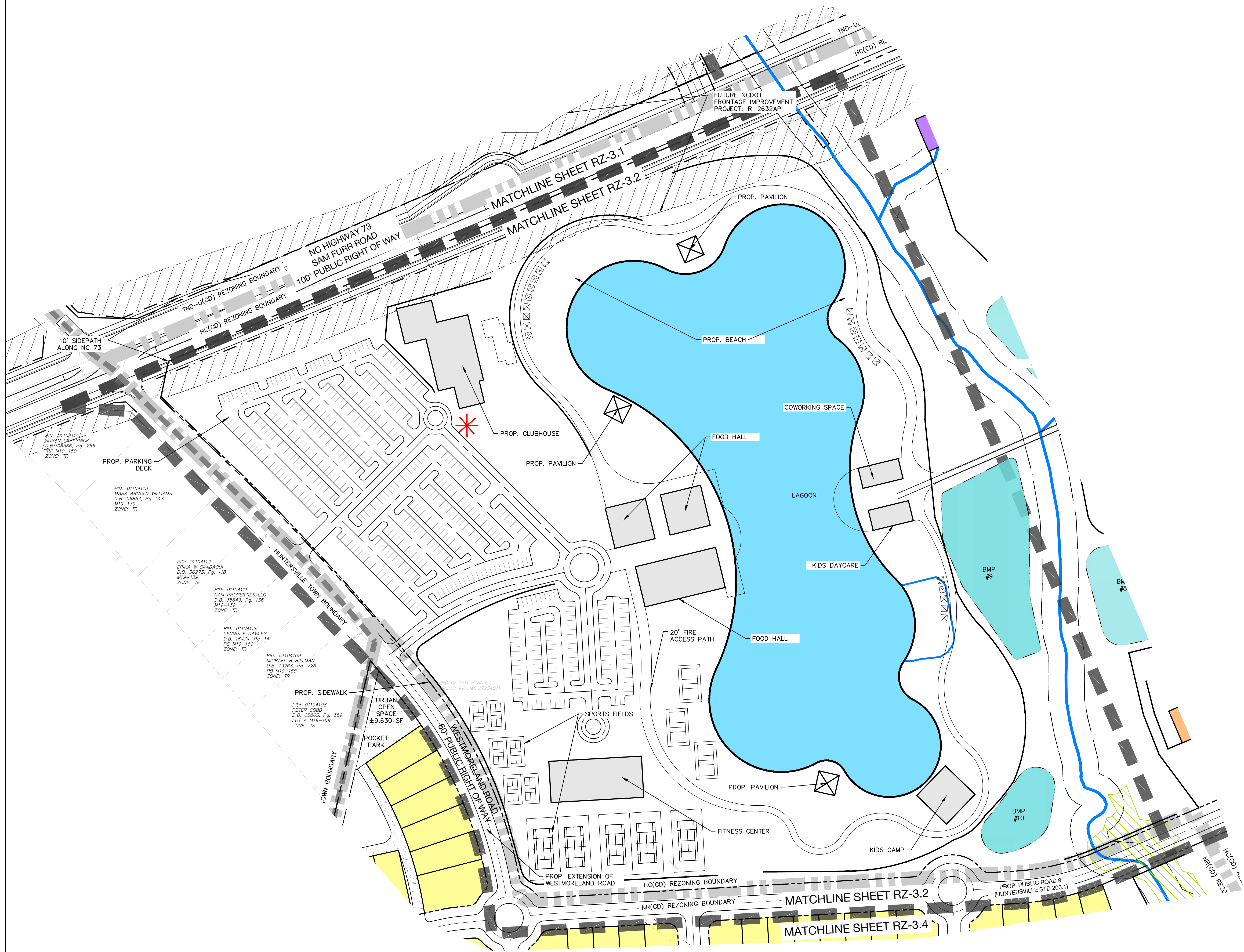
Sam Furr Road, Huntersville, NC 28078

NO. DATE: BY: REVISIONS:

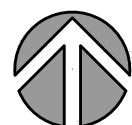
Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
Checked By: UDP  
Sheet No:

# RZ-3.1

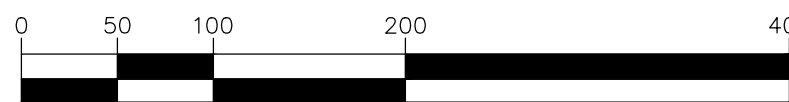




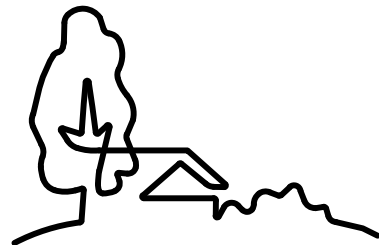
BEFORE YOU DIG!  
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GRAPHIC SCALE

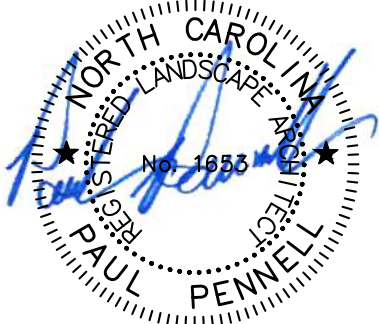


( IN FEET )  
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Jake Palillo

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# Lagoona Bay Beach Club

## Site Plan B

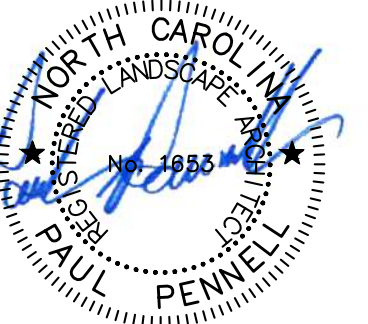
Sam Furr Road, Huntersville, NC 28078

NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
Checked By: UDP  
Sheet No:

# RZ-3.2





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# Lagoona Bay Beach Club

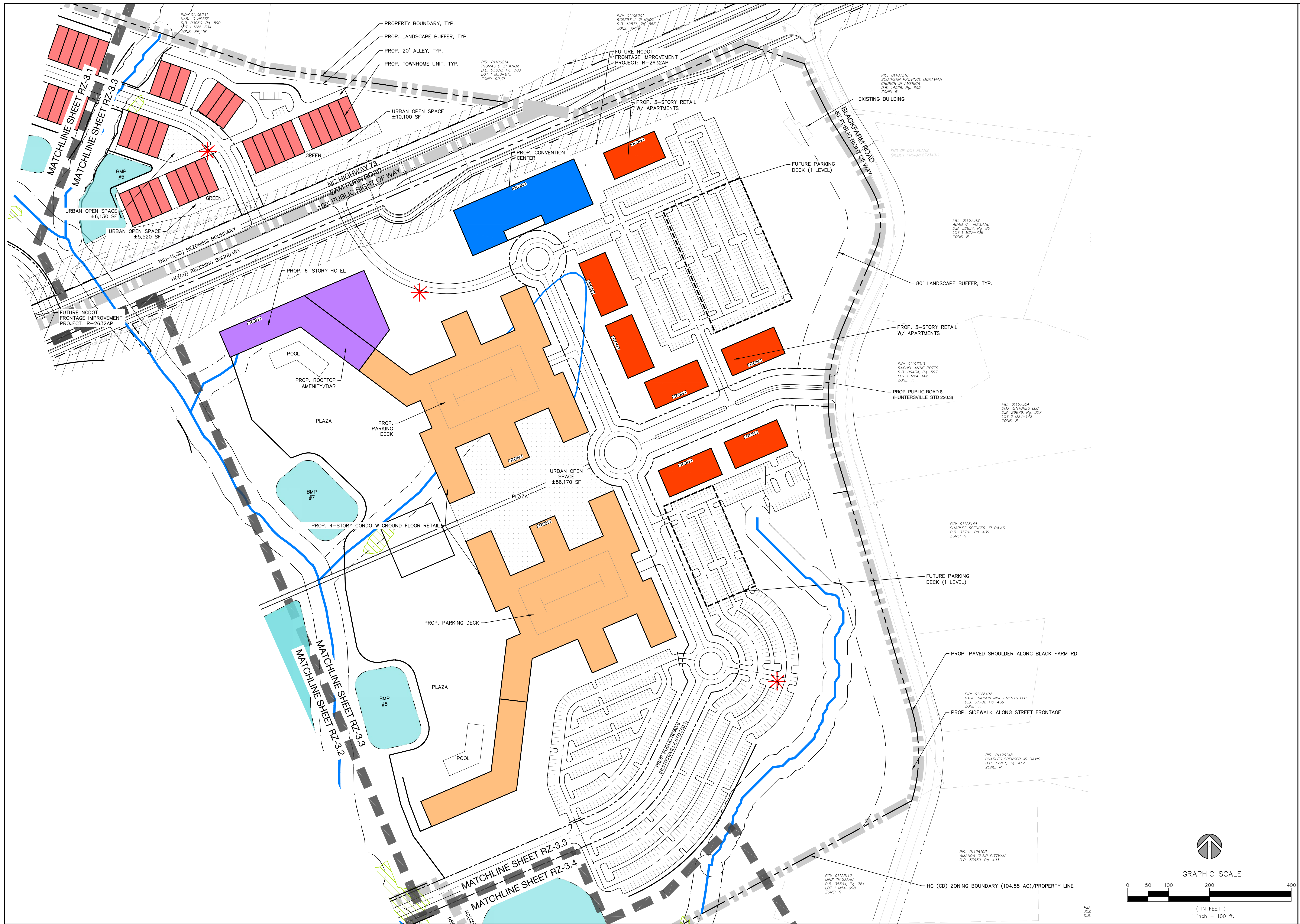
## Site Plan C

Sam Furr Road, Hutersville, NC 28078

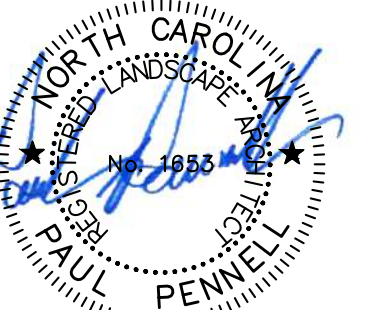
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Project No: 22-CLT-142  
Date: 03.03.2023  
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# RZ-3.3







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Jake Palillo

Jake Paillo

Cornelius, NC 28031

# Lagoona Bay Beach Club

# Site Plan D

Sam Furr Road, Hutersville, NC 28078

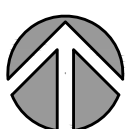
NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
Checked By: UDP  
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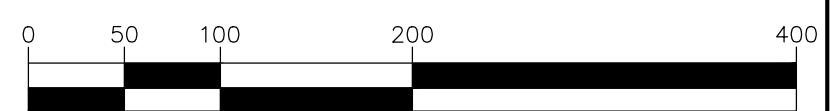
## RZ-3.4



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GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



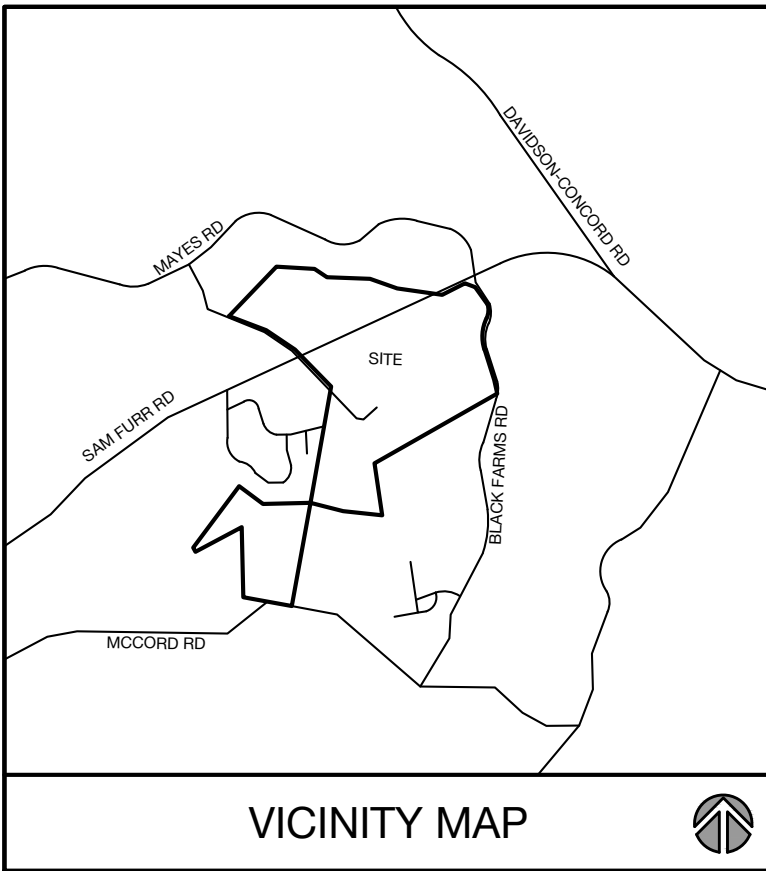


# RZ-3.5

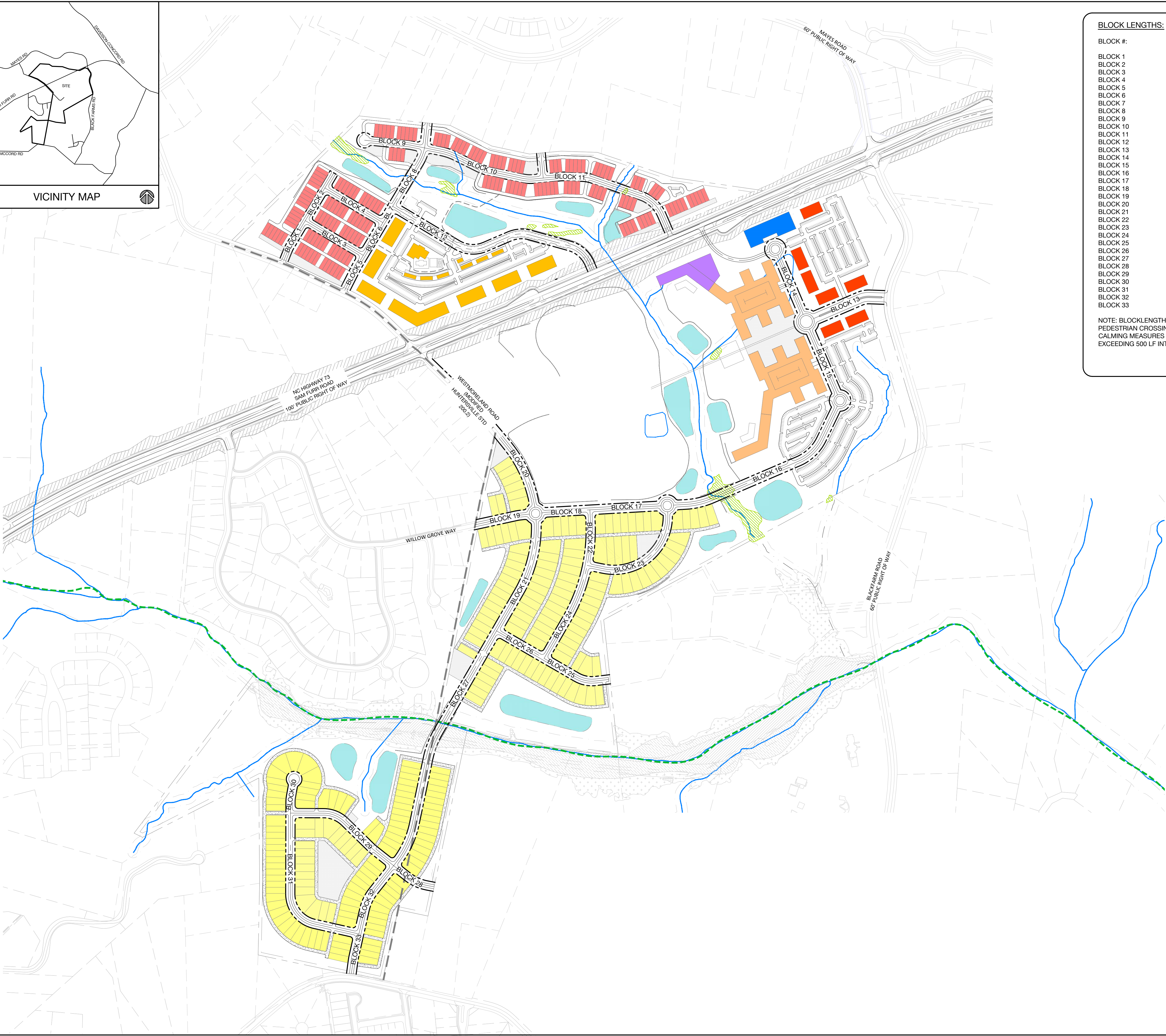








VICINITY MAP



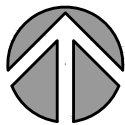
BLOCK LENGTHS:

| BLOCK #: | LENGTH:  |
|----------|----------|
| BLOCK 1  | 299 LF   |
| BLOCK 2  | 249 LF   |
| BLOCK 3  | 442 LF   |
| BLOCK 4  | 442 LF   |
| BLOCK 5  | 495 LF   |
| BLOCK 6  | 249 LF   |
| BLOCK 7  | 125 LF   |
| BLOCK 8  | 436 LF   |
| BLOCK 9  | 396 LF   |
| BLOCK 10 | 810 LF   |
| BLOCK 11 | 1,026 LF |
| BLOCK 12 | 1,484 LF |
| BLOCK 13 | 488 LF   |
| BLOCK 14 | 423 LF   |
| BLOCK 15 | 468 LF   |
| BLOCK 16 | 1,324 LF |
| BLOCK 17 | 466 LF   |
| BLOCK 18 | 314 LF   |
| BLOCK 19 | 361 LF   |
| BLOCK 20 | 517 LF   |
| BLOCK 21 | 786 LF   |
| BLOCK 22 | 365 LF   |
| BLOCK 23 | 759 LF   |
| BLOCK 24 | 673 LF   |
| BLOCK 25 | 460 LF   |
| BLOCK 26 | 359 LF   |
| BLOCK 27 | 1,693 LF |
| BLOCK 28 | 304 LF   |
| BLOCK 29 | 799 LF   |
| BLOCK 30 | 224 LF   |
| BLOCK 31 | 1,098 LF |
| BLOCK 32 | 511 LF   |
| BLOCK 33 | 264 LF   |

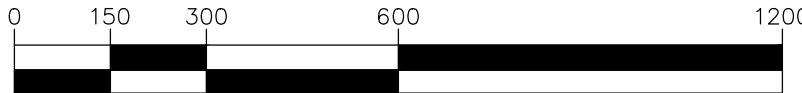
NOTE: BLOCKLENGTH MEASURED ALONG CENTERLINE. ENHANCED PEDESTRIAN CROSSINGS, SPEED TABLES, & OTHER TRAFFIC CALMING MEASURES WILL BE USED TO BREAK UP AREAS EXCEEDING 500 LF INTERNAL TO SITE.



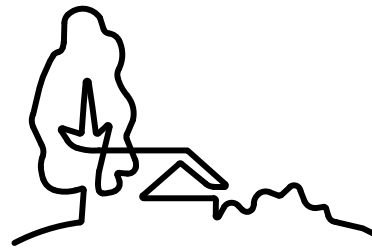
BEFORE YOU DIG!  
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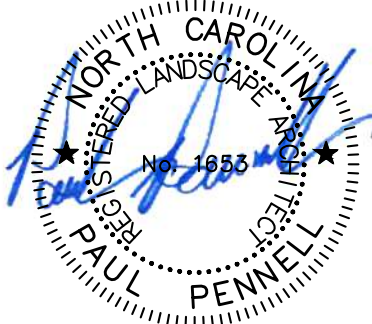


( IN FEET )  
1 inch = 300 ft.



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P 704.334.3303  
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nc firm no: P-0418 sc coa no: C-03044



05.15.2023

Bi-Part Development, LLC

Jake Paillo

18611 Starcreek Drive  
Cornelius, NC 28031

Lagoona Bay  
Beach Club

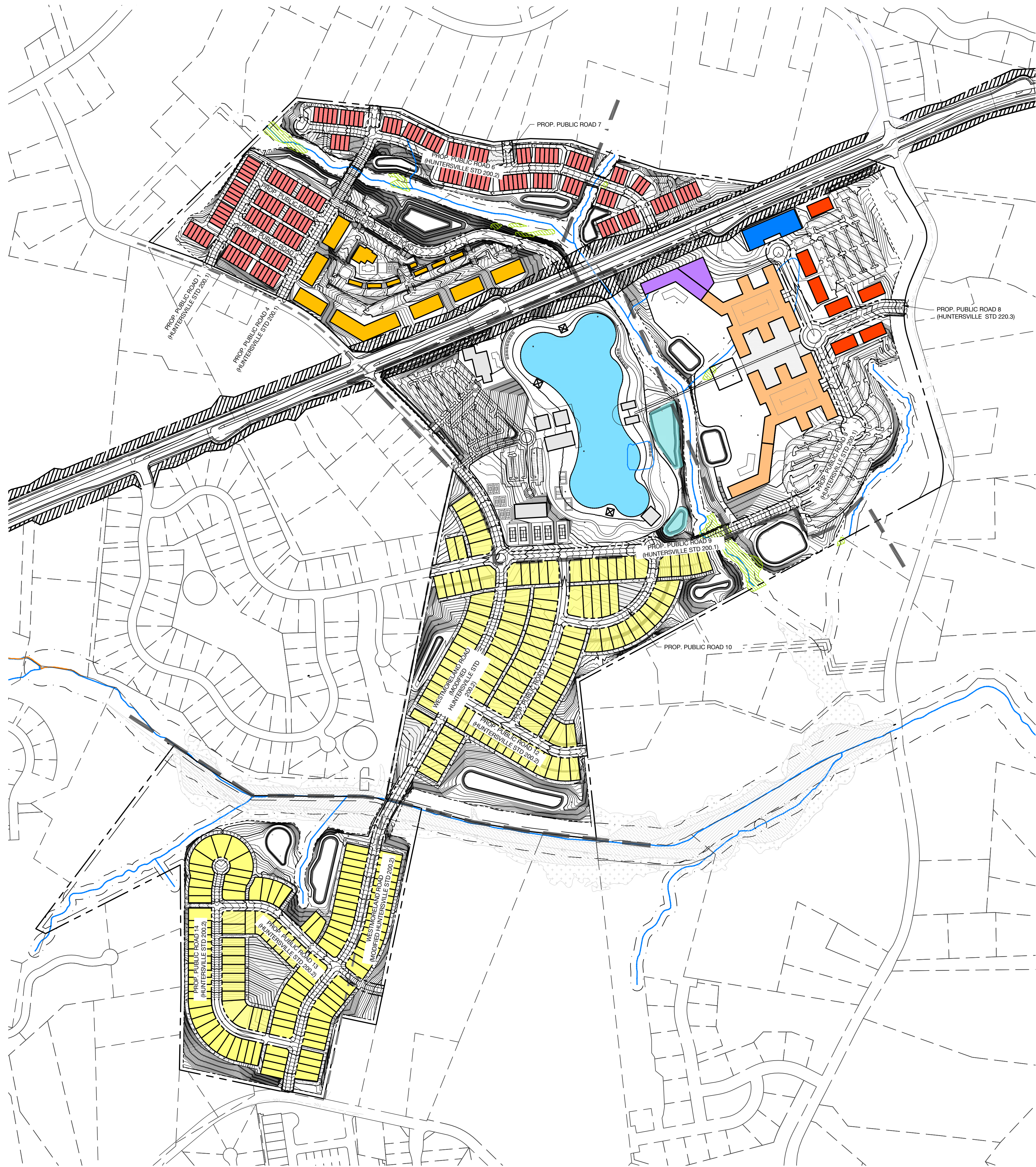
Connectivity Plan  
Sam Furr Road, Huntersville, NC 28078

NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142  
Date: 03.03.2023  
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RZ-3.7



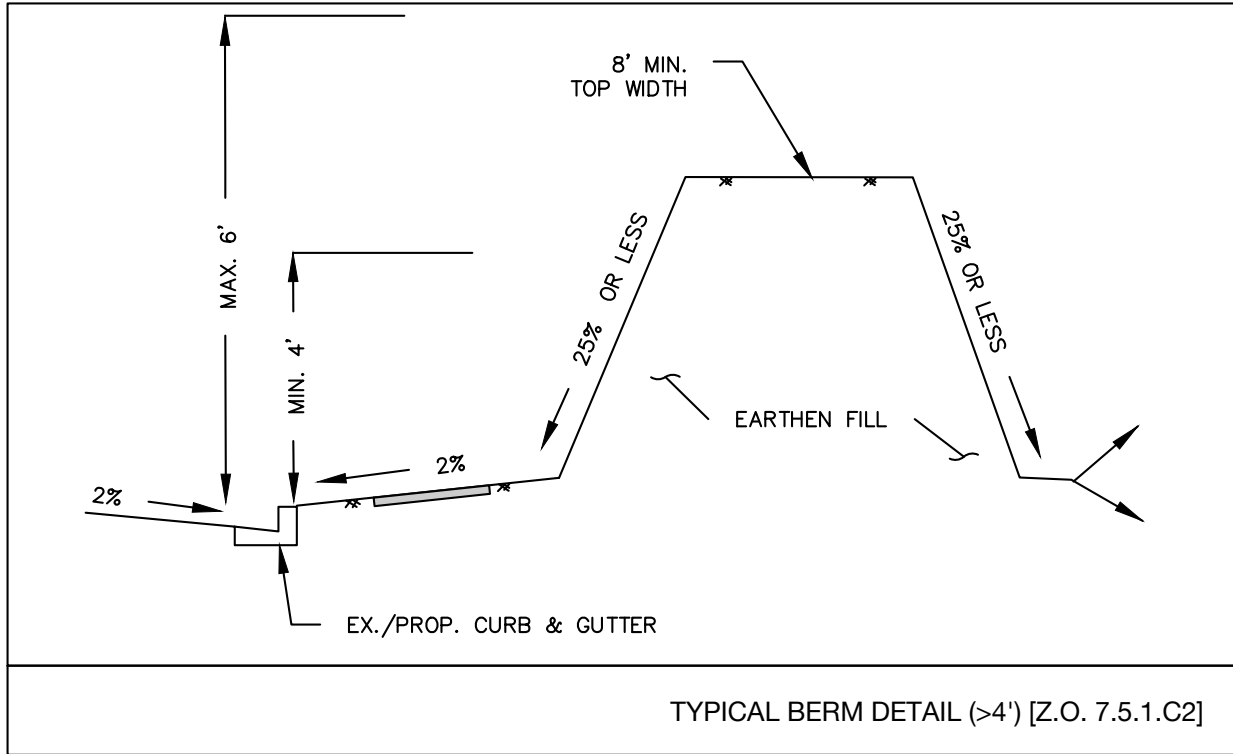
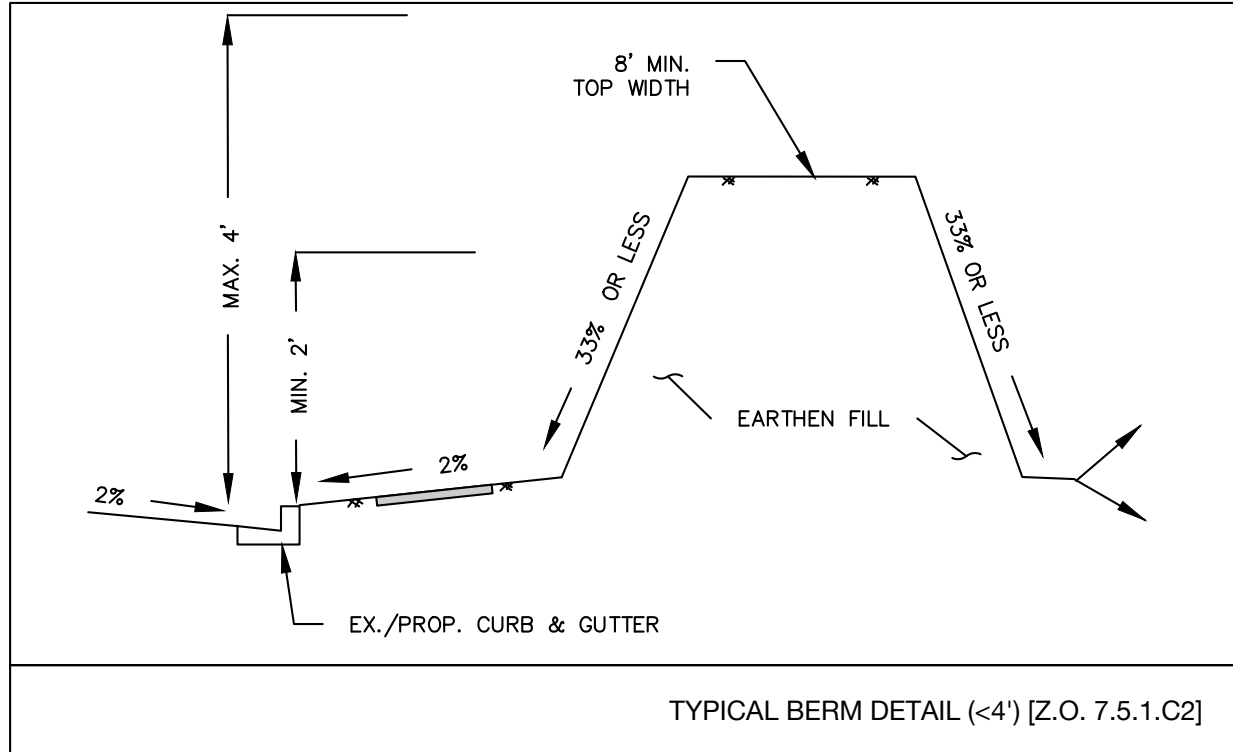


**LEGEND:**

- WETLANDS
- POTENTIAL INTERMITTENT TRIBUTARY
- GREENWAY

**LEGEND:**

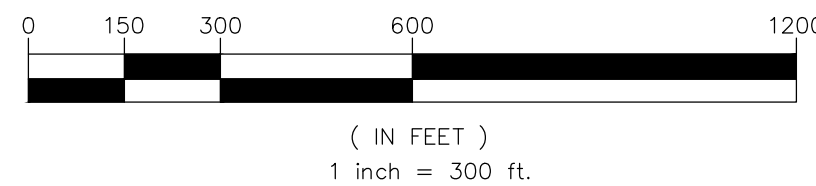
- RETAIL
- CONDOS
- TOWNHOMES
- APARTMENTS
- SINGLE FAMILY
- CONVENTION CENTER
- HOTEL
- BMP
- URBAN OPEN SPACE



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CHARLOTTE, NC 28208  
P: 704.334.3303  
urbanpartners.com  
nc firm no: P-0418 sc coa no: C-03044

Professional Engineer Seal for Jake Paillo, State of North Carolina, License No. 7996, dated 05.15.2023.

Bi-Part Development, LLC  
Jake Paillo  
18611 Starcreek Drive  
Cornelius, NC 28031

# Lagoona Bay Beach Club

## GRADING CONCEPT - OVERALL

Sam Furr Road, Huntersville, NC 28078

| NO. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
|     |      |    |           |
|     |      |    |           |
|     |      |    |           |
|     |      |    |           |

Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
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RZ-4.0





BI-Fair Development, LLC

**Jake Paillo**

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Cornelius, NC 28031

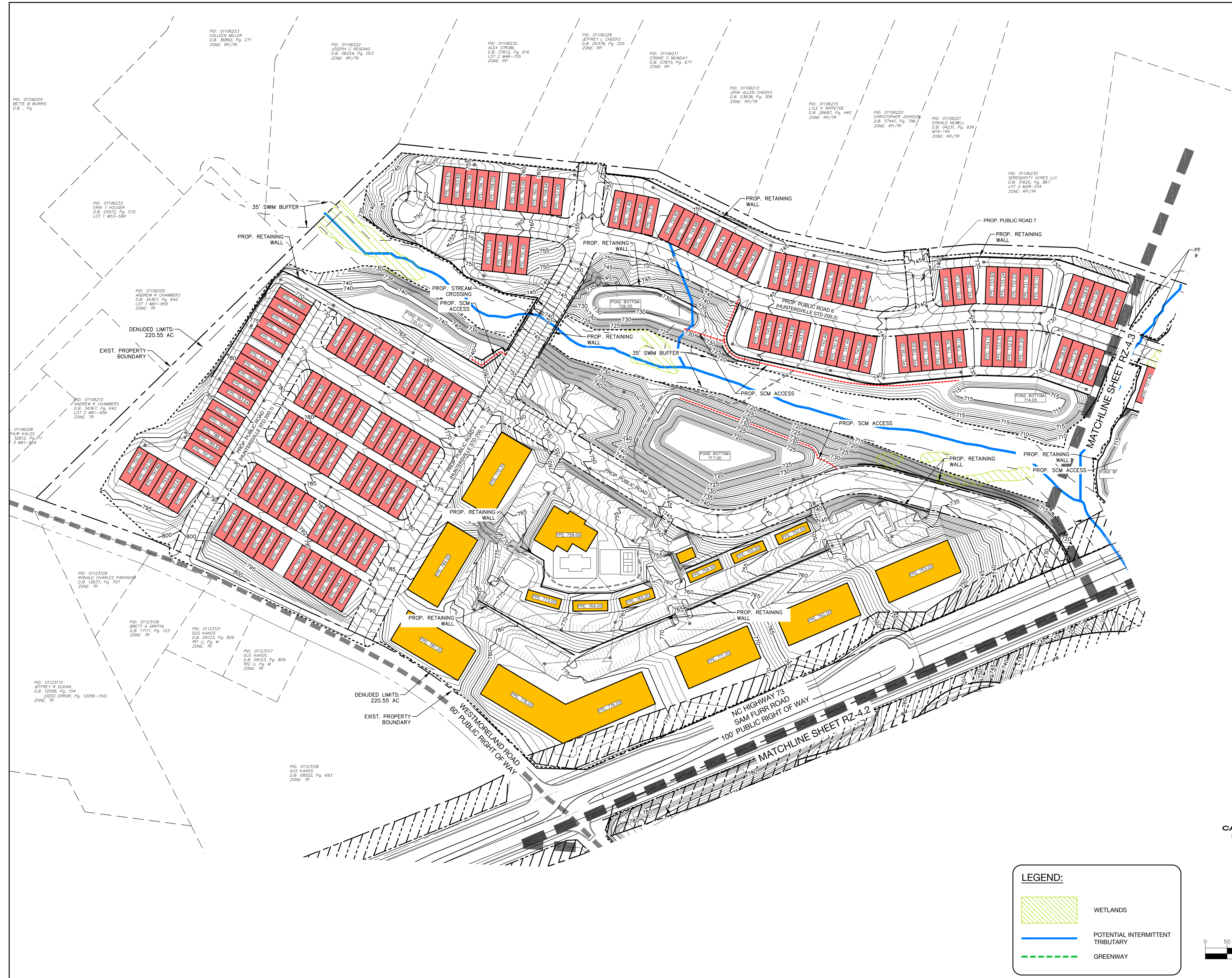
# Lagoona Bay Beach Club

**Grading Concept A**  
Sam Furr Road, Hutersville, NC 28078

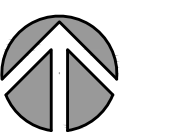
|  |     |       |     |           |
|--|-----|-------|-----|-----------|
|  | NO: | DATE: | DT: | REVISING: |
|--|-----|-------|-----|-----------|

Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
Checked By: UDP  
Sheet No:

# RZ-4.1



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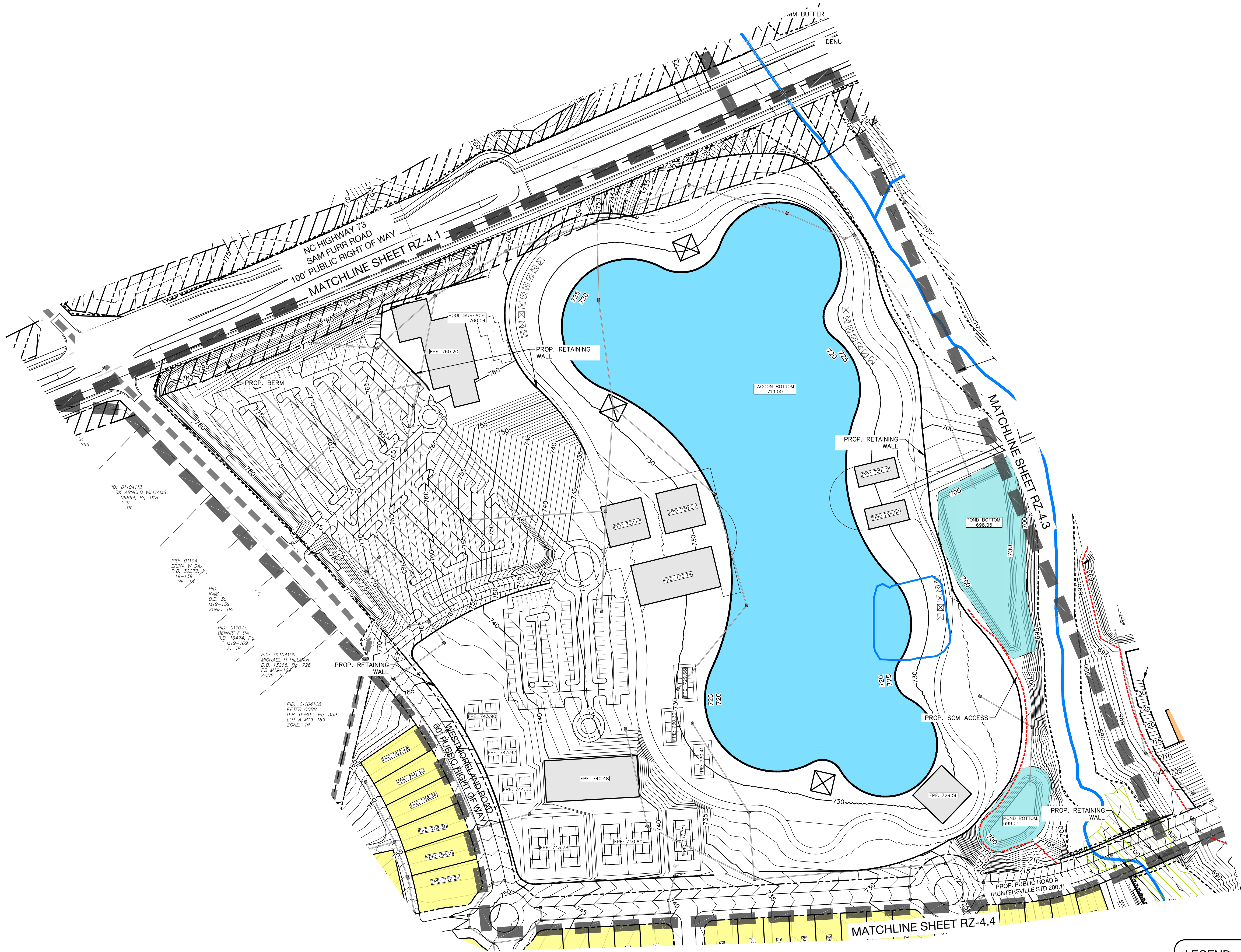


GRAPHIC SCALE



( IN FEET )  
inch = 100 ft.



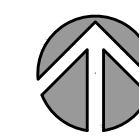


LEGEND:

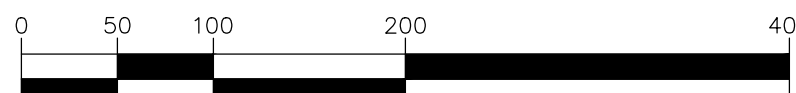
- WETLANDS
- POTENTIAL INTERMITTENT TRIBUTARY
- GREENWAY



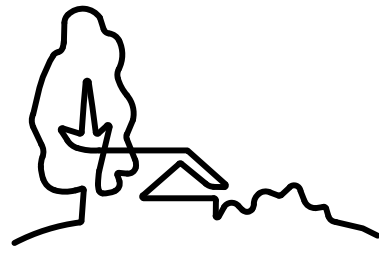
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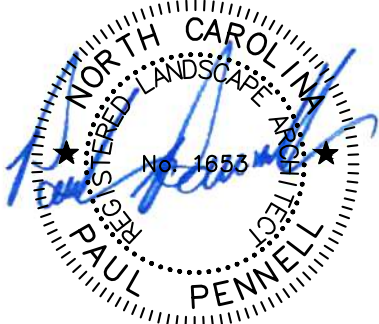


( IN FEET )  
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05.15.2023

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Jake Palillo

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# Lagoona Bay Beach Club

Grading Concept B  
Sam Furr Road, Huntersville, NC 28078

NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
Checked By: UDP  
Sheet No:

## RZ-4.2

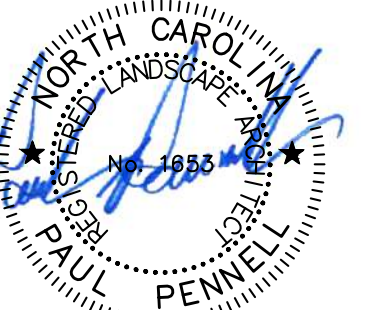








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# Lagoona Bay Beach Club

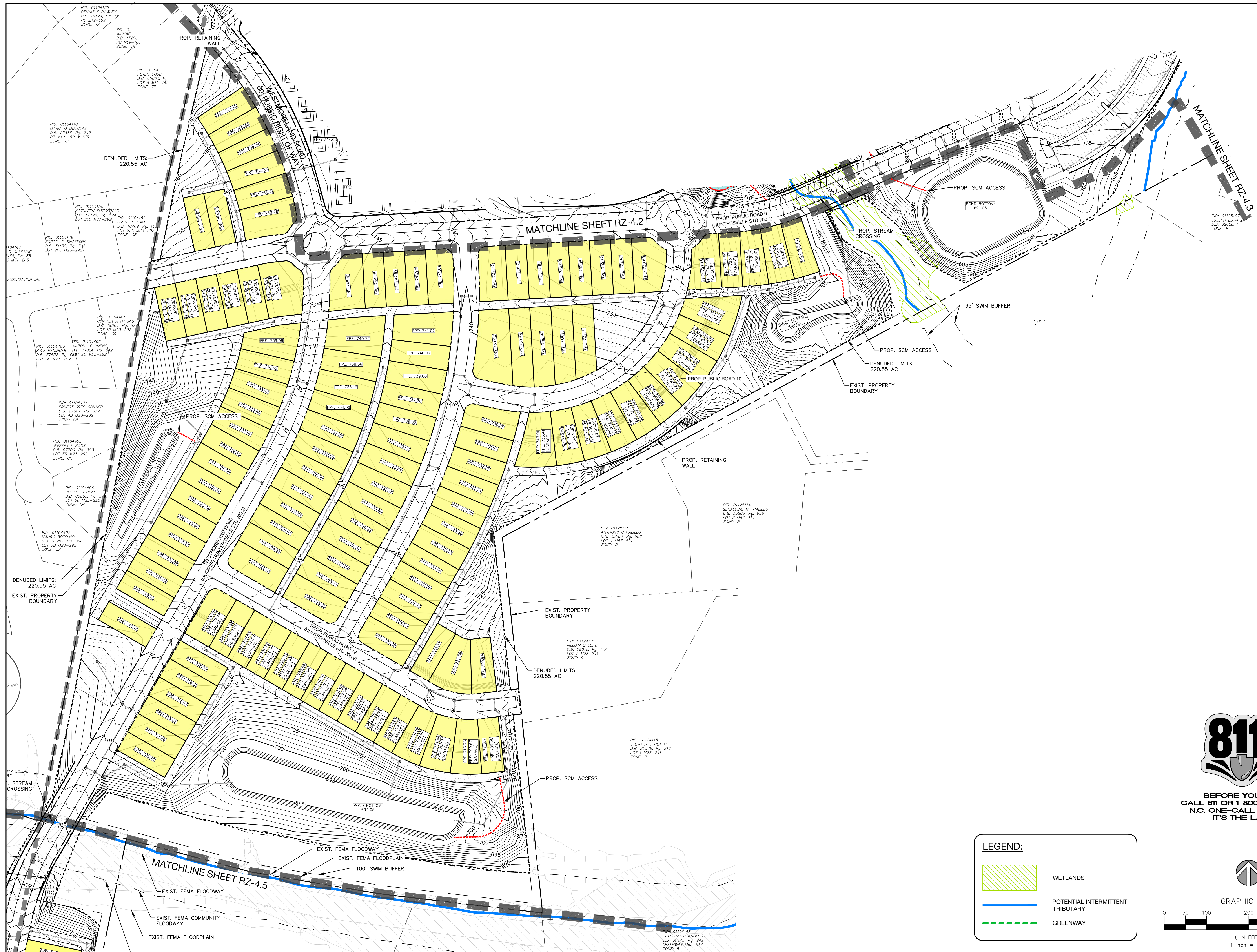
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Sam Furr Road, Hutersville, NC 28078

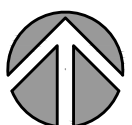
NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142  
Date: 03.03.2023  
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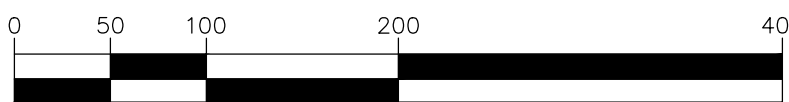
RZ



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GRAPHIC SCALE



( IN FEET )  
inch = 100 ft.





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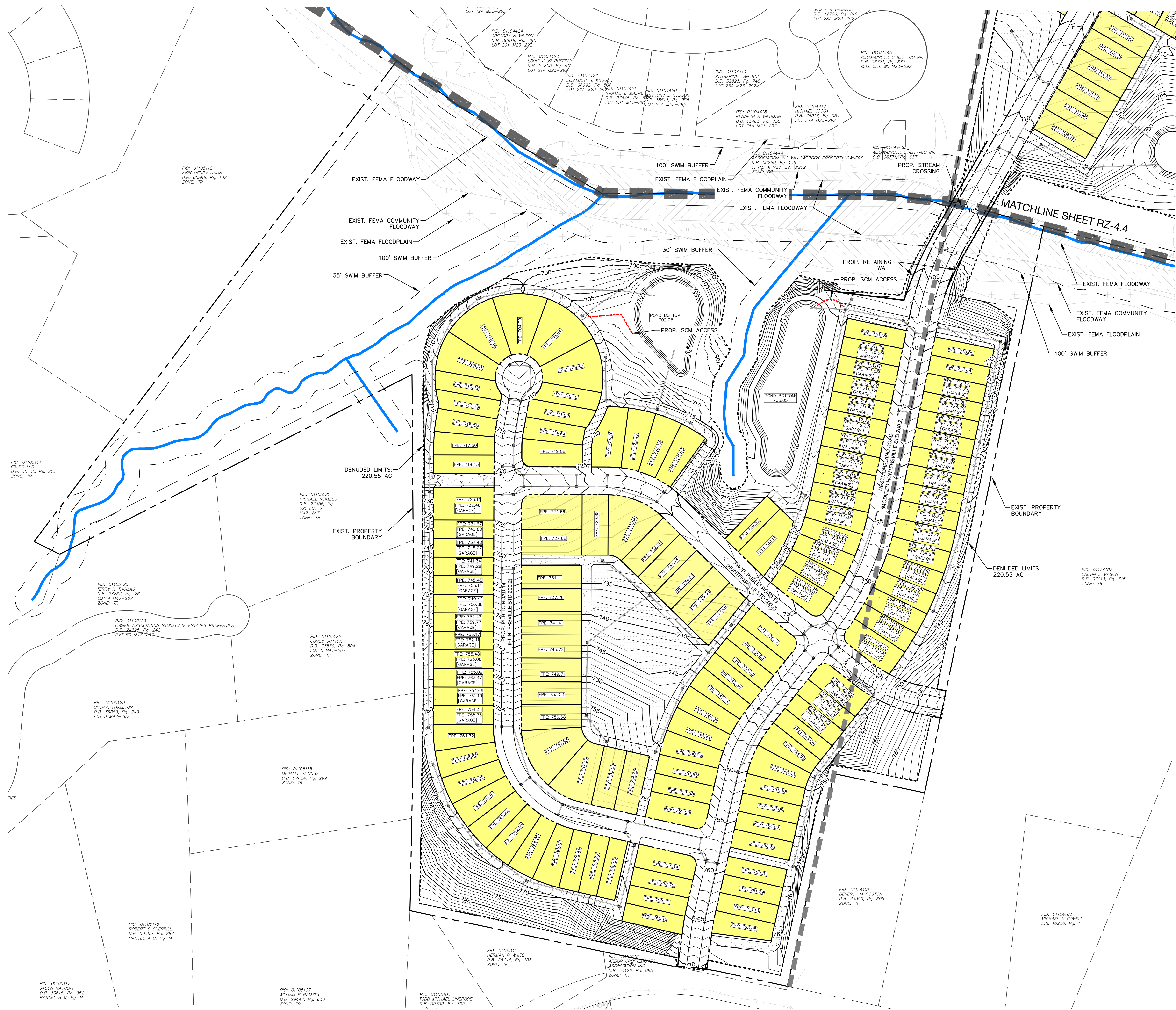
# Lagoona Bay Beach Club

# Grading Concept E

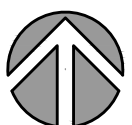
NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
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Sheet No:

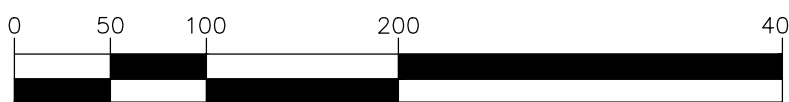
# RZ-4.5



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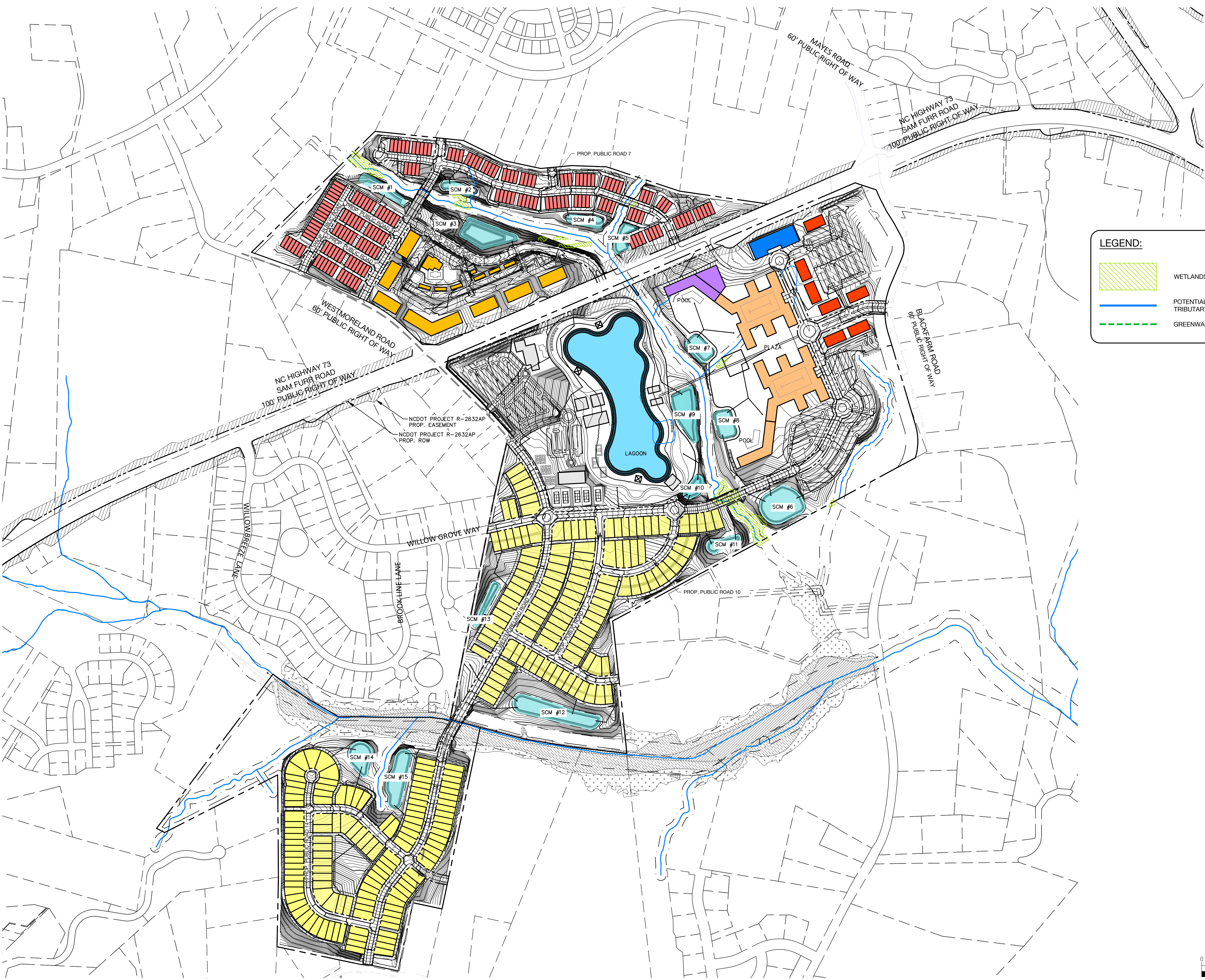


GRAPHIC SCALE

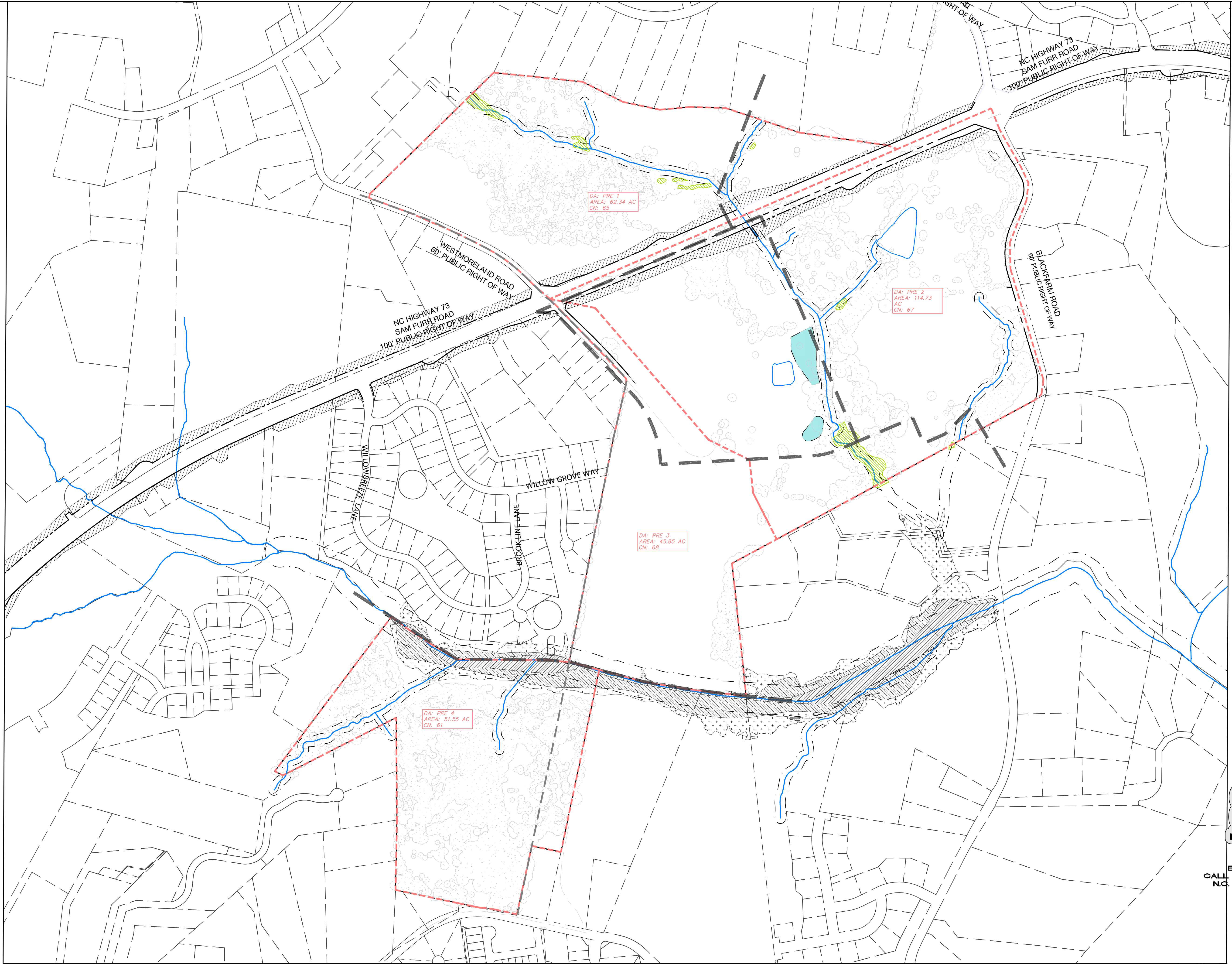


( IN FEET )  
inch = 100 ft.

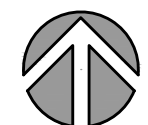




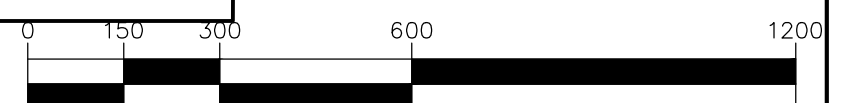




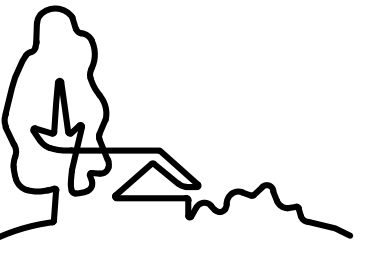
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GRAPHIC SCALE



( IN FEET )  
1 inch = 300 ft.



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nc firm no: P-0418 sc coa no: C-03044



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Bi-Part Development, LLC

Jake Palillo

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Cornelius, NC 28031

# Lagoona Bay Beach Club

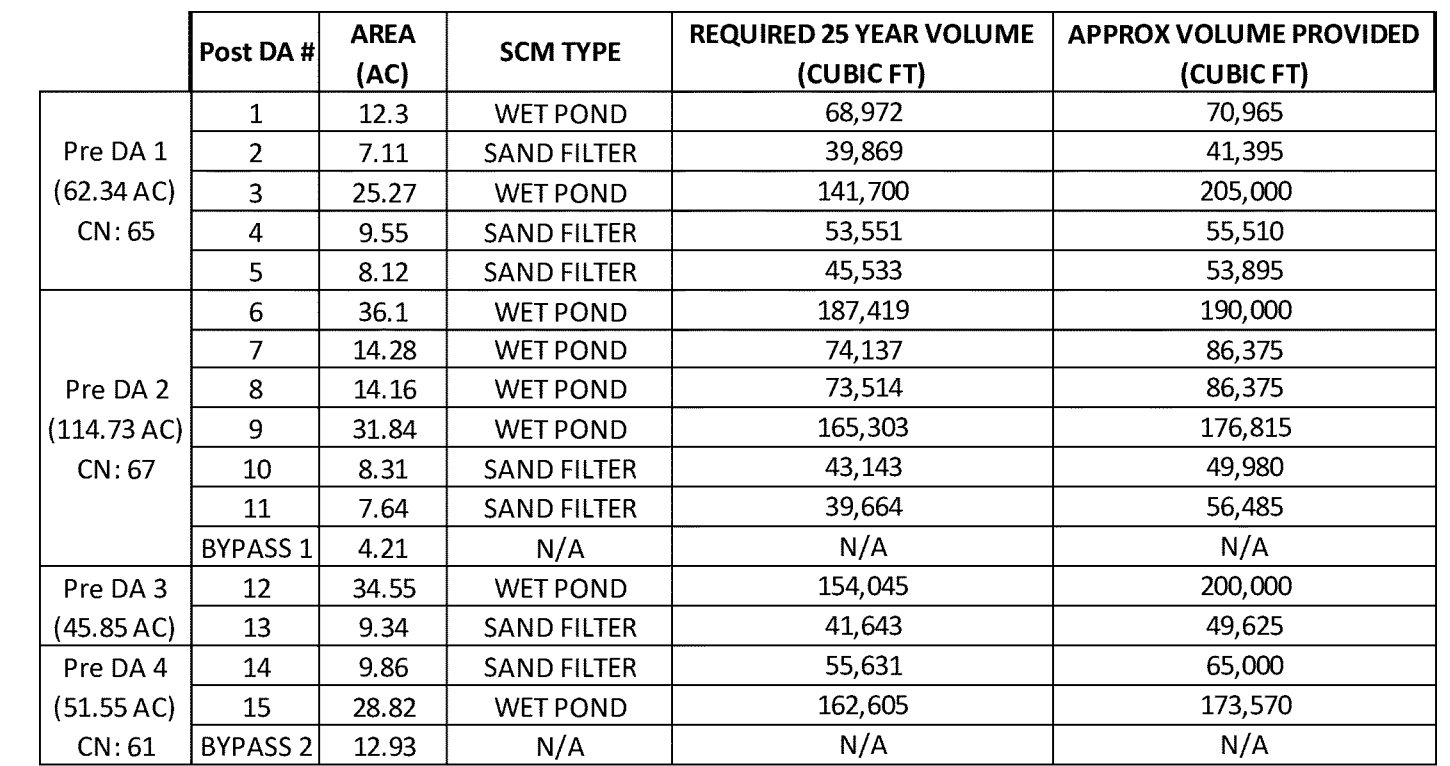
Drainage Area Plan - Pre-Developed  
Sam Furr Road, Huntersville, NC 28078

NO. DATE: BY: REVISIONS:

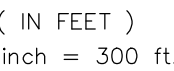
Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
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Sheet No:

## RZ-5.1



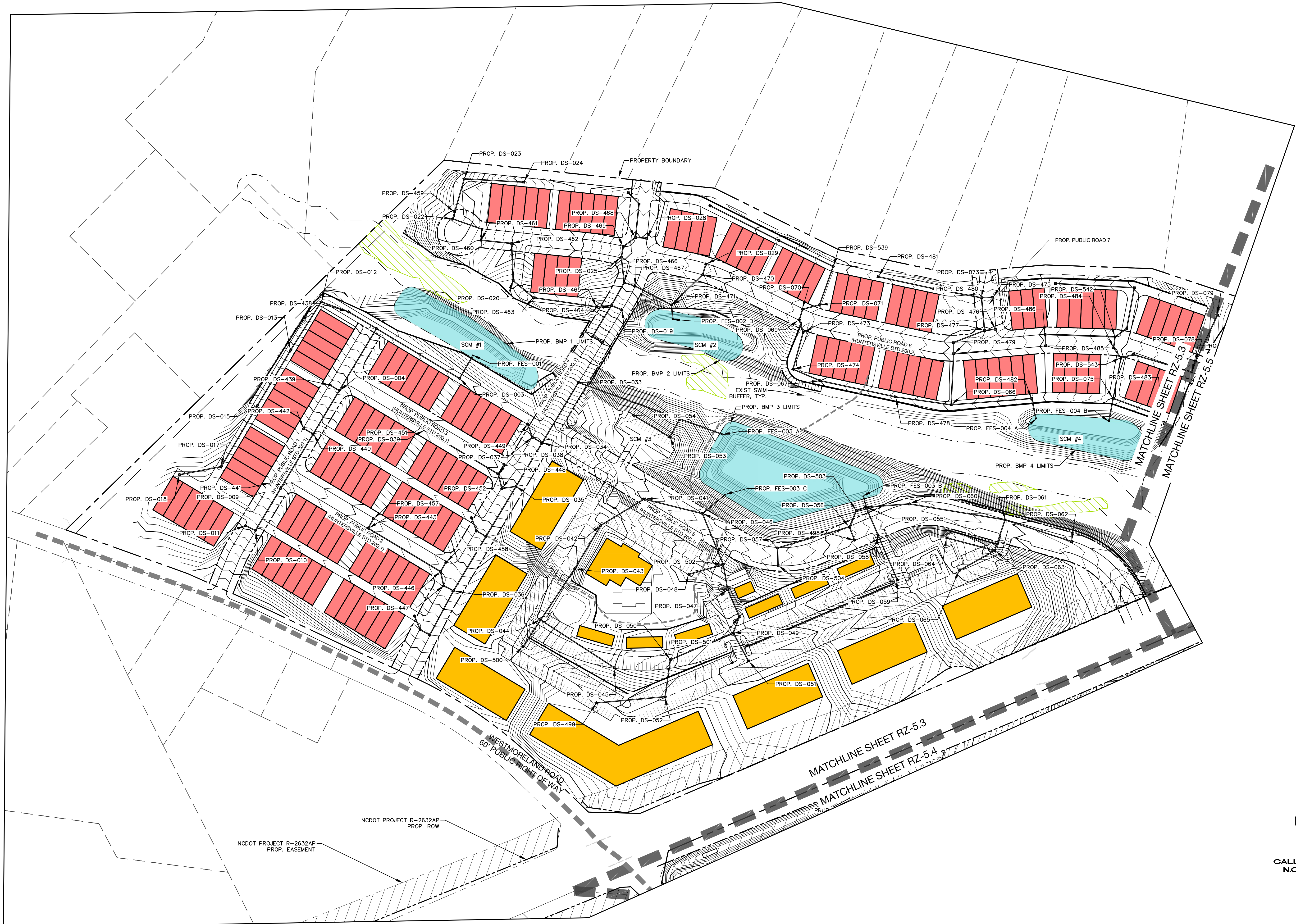


STORM WATER CONTROL MEASURES AND WATER QUALITY HAVE BEEN DESIGNED TO MEET THE 25-YEAR PRE-DEVELOPED PEAK FLOW RATE FOR DETENTION AT THE REQUEST OF THE TOWN OF HUNTERSVILLE.



## RZ-5.2

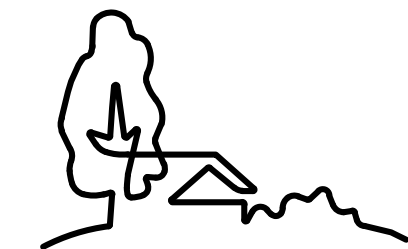








DISCARDED WATER FROM LAGOON WILL BE TREATED  
PRIOR TO RELEASE TO THE CREEK, OR IT WILL BE  
DIRECTED TO THE SANITARY SEWER SYSTEM.



**URBAN  
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urbandesignpartners.com  
nc firm no: P-0418 sc coa no: C-03044



05.15.2023

Bi-Part Development, LLC  
Jake Palillo

18611 Starcreek Drive  
Cornelius, NC 28031

# Lagoona Bay Beach Club

## Storm Drainage Plan Enlargement

Sam Furr Road, Huntersville, NC 28078

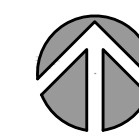
NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
Checked By: UDP  
Sheet No:

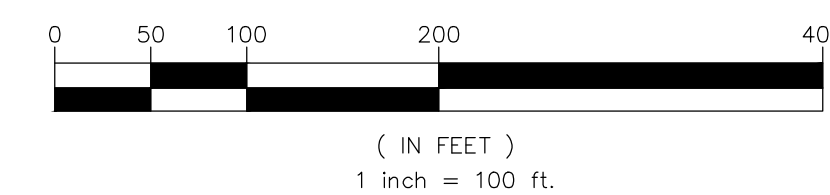
# RZ-5.4



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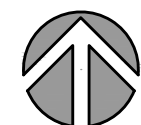
GRAPHIC SCALE



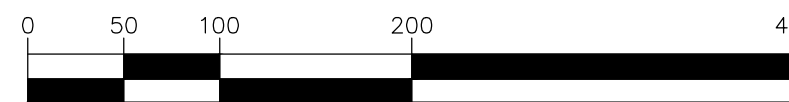




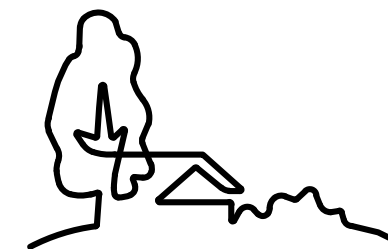
BEFORE YOU DIG!  
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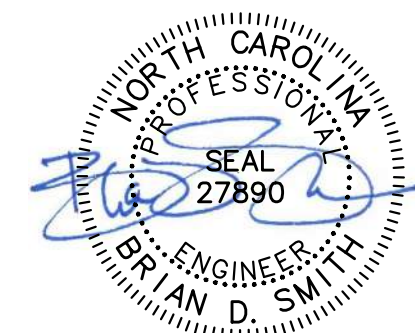


( IN FEET )  
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05.15.2023

Bi-Part Development, LLC

Jake Palillo

18611 Starcreek Drive  
Cornelius, NC 28031

# Lagoona Bay Beach Club

## Storm Drainage Plan Enlargement

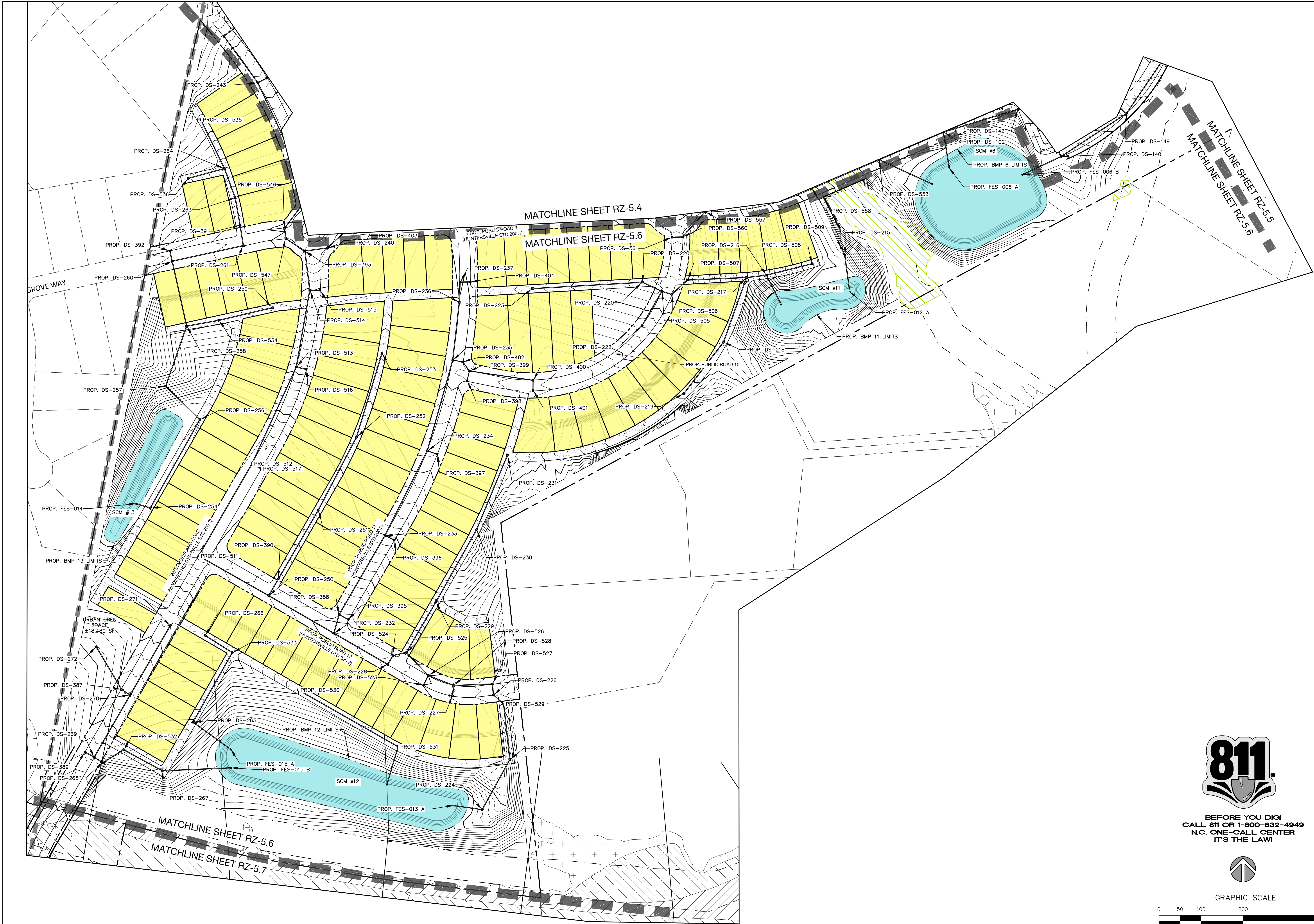
Sam Furr Road, Huntersville, NC 28078

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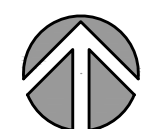
Project No: 22-CLT-142  
Date: 03.03.2023  
Designed By: UDP  
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Sheet No:

# RZ-5.5

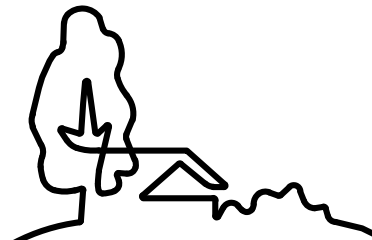
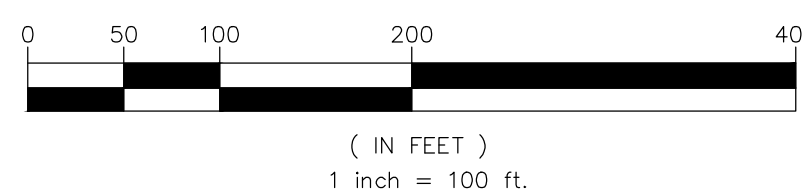




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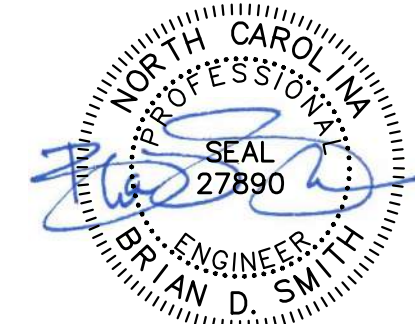


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# Lagoona Bay Beach Club

Storm Drainage Plan Enlargement

Sam Furr Road, Huntersville, NC 28078

NO. DATE: BY: REVISIONS:

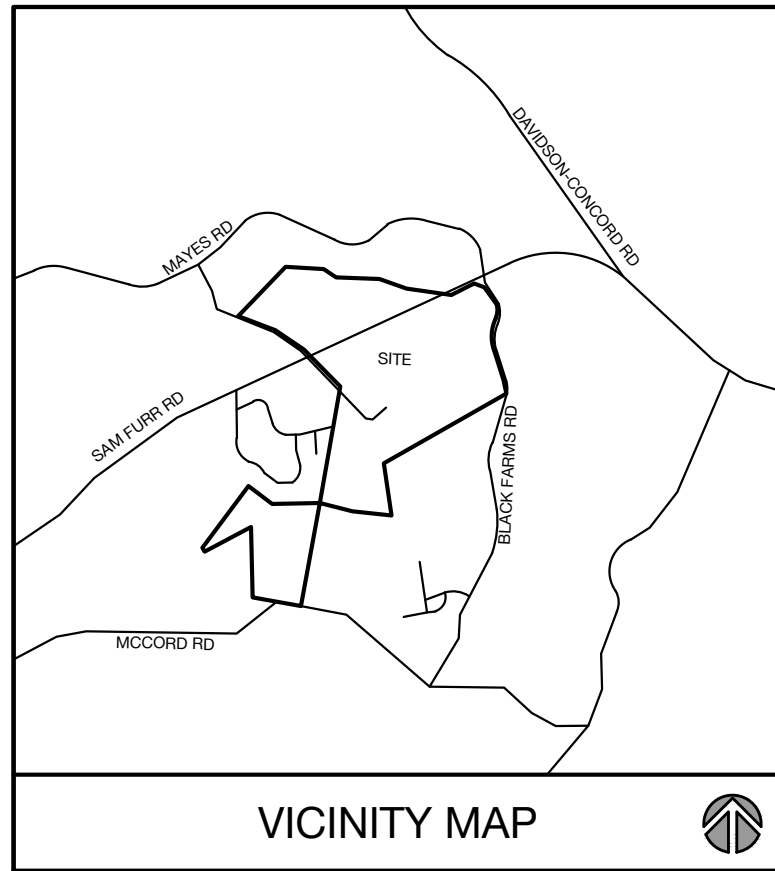
Project No: 22-CLT-142  
Date: 03.03.2023  
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Sheet No:

## RZ-5.6



# RZ-5.7





VICINITY MAP

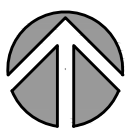


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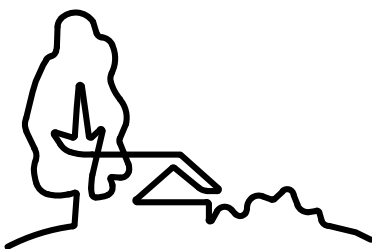
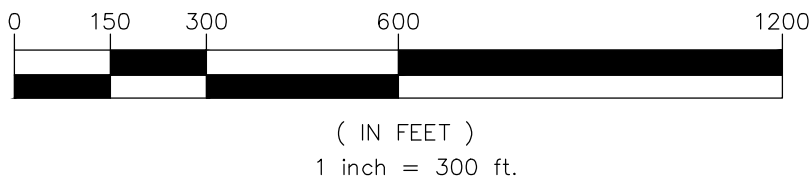
- WETLANDS
- POTENTIAL INTERMITTENT TRIBUTARY
- GREENWAY



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# Lagoona Bay Beach Club Overall Conceptual Utility Plan

Sam Furr Road, Huntersville, NC 28078

NO. DATE BY: REVISIONS:

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Date: 03.03.2023  
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**RZ-6.0**





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firm no: P-0418      sc coa no: C-03044



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**Jake Paillo**

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# Lagoona Bay Beach Club

# Utility Concept Plan A

Sam Furr Road, Hutersville, NC 28078

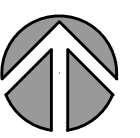
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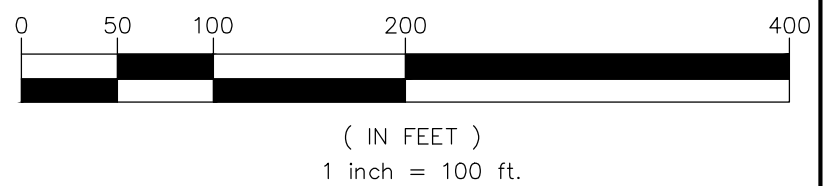
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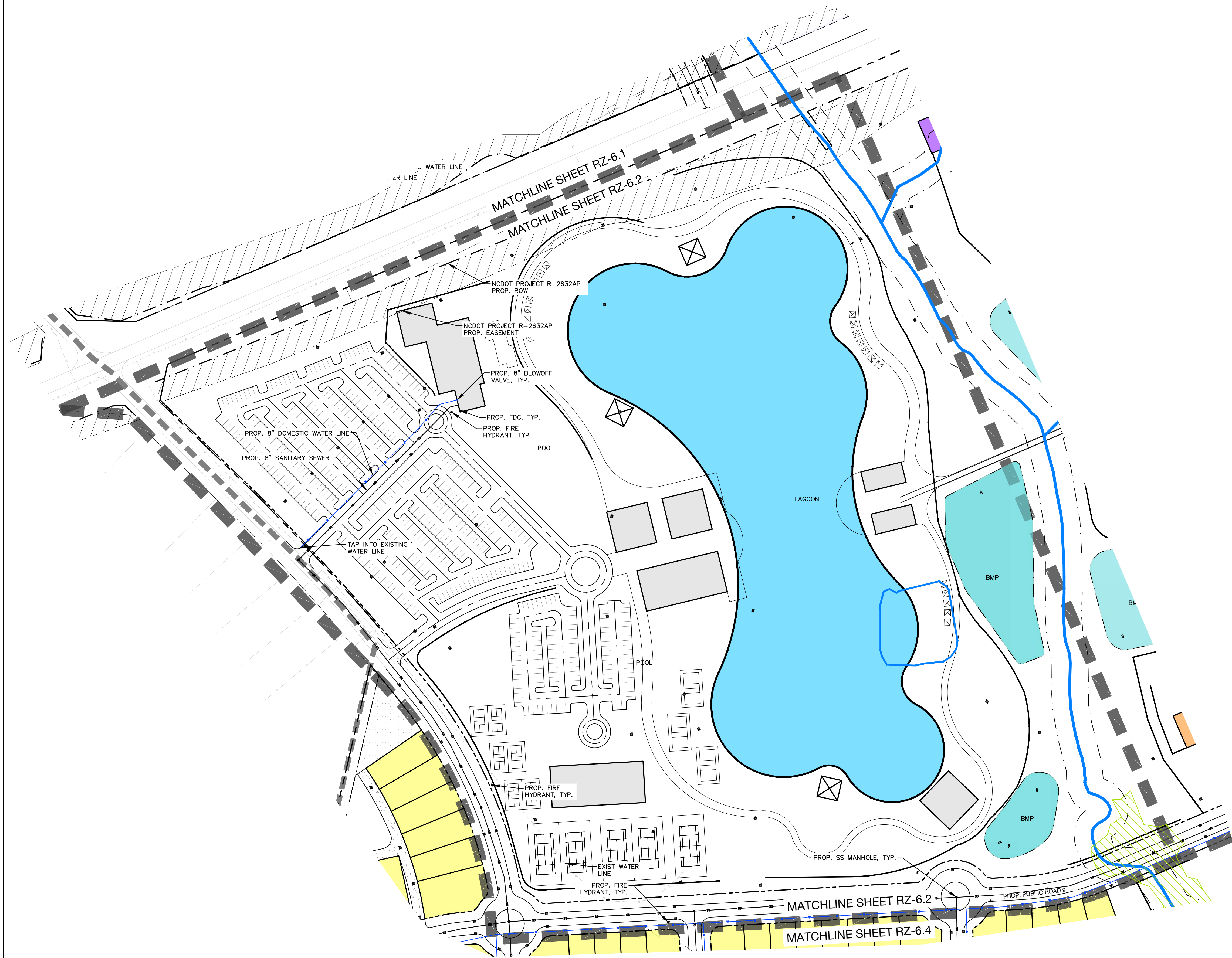
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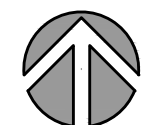
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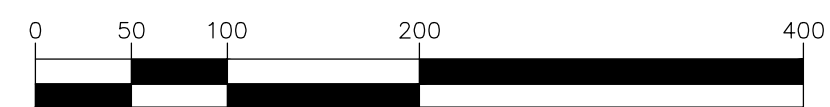




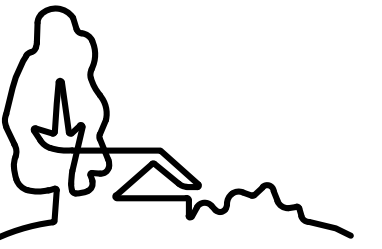
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# Lagoona Bay Beach Club

Utility Concept Plan B  
Sam Furr Road, Huntersville, NC 28078

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Date: 03.03.2023  
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## RZ-6.2





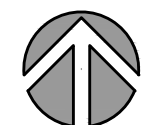




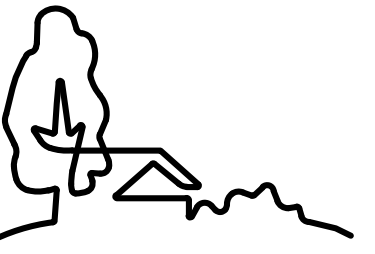
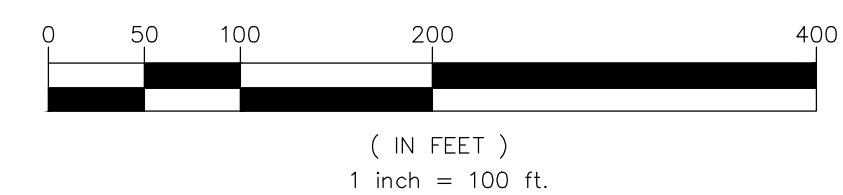




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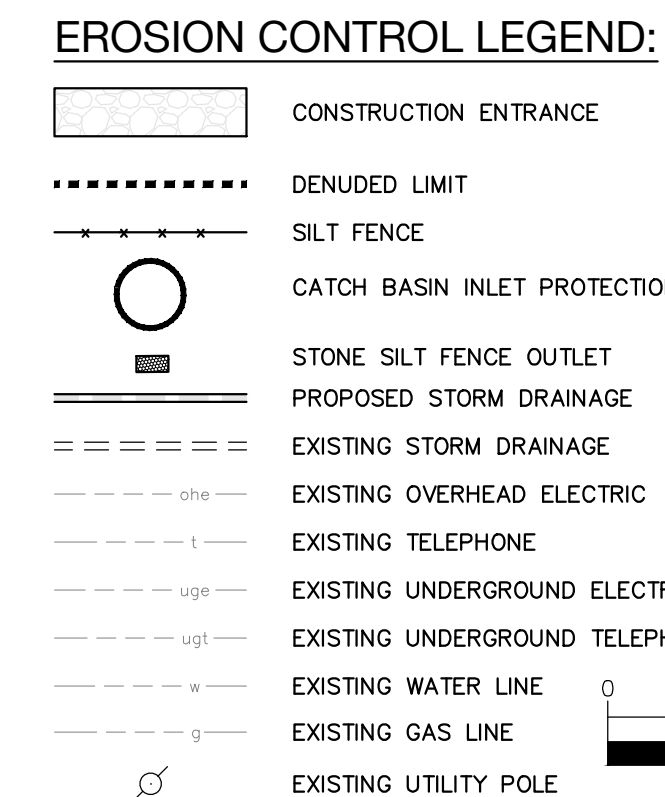
Sam Furr Road, Hutersville, NC 28078

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Date: 03.03.2023  
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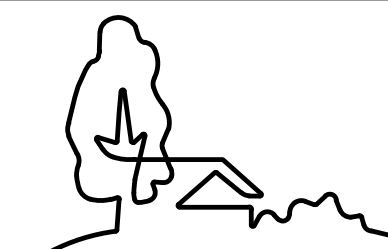
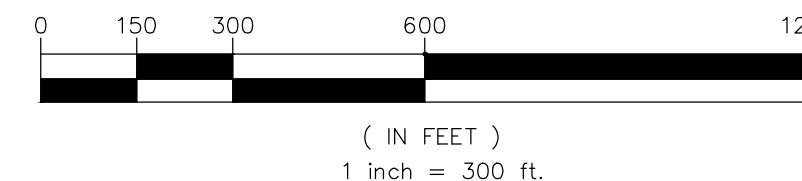




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# Lagoona Bay Beach Club

Erosion Control Ph 1 Overall

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|----|-------|-----|------------|
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Project No: 22-CLT-142

Date: 03.03.2023

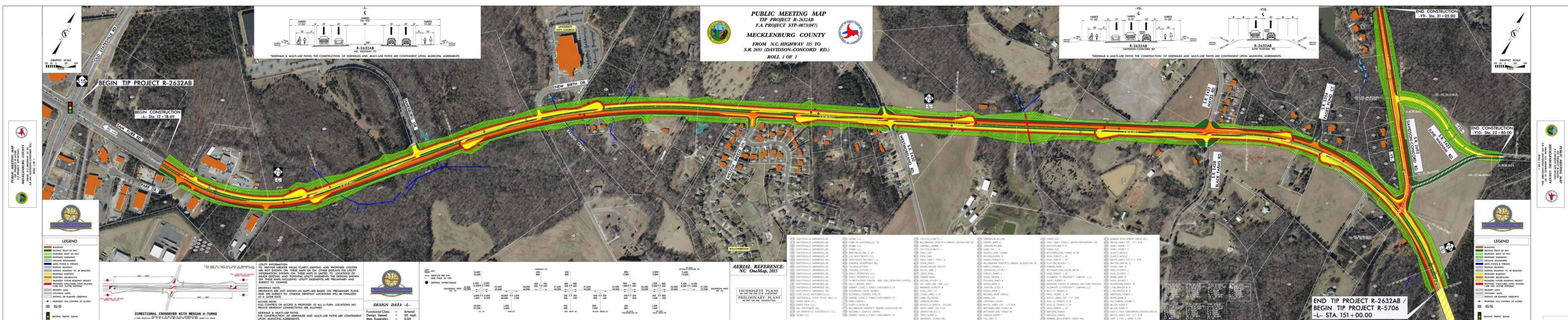
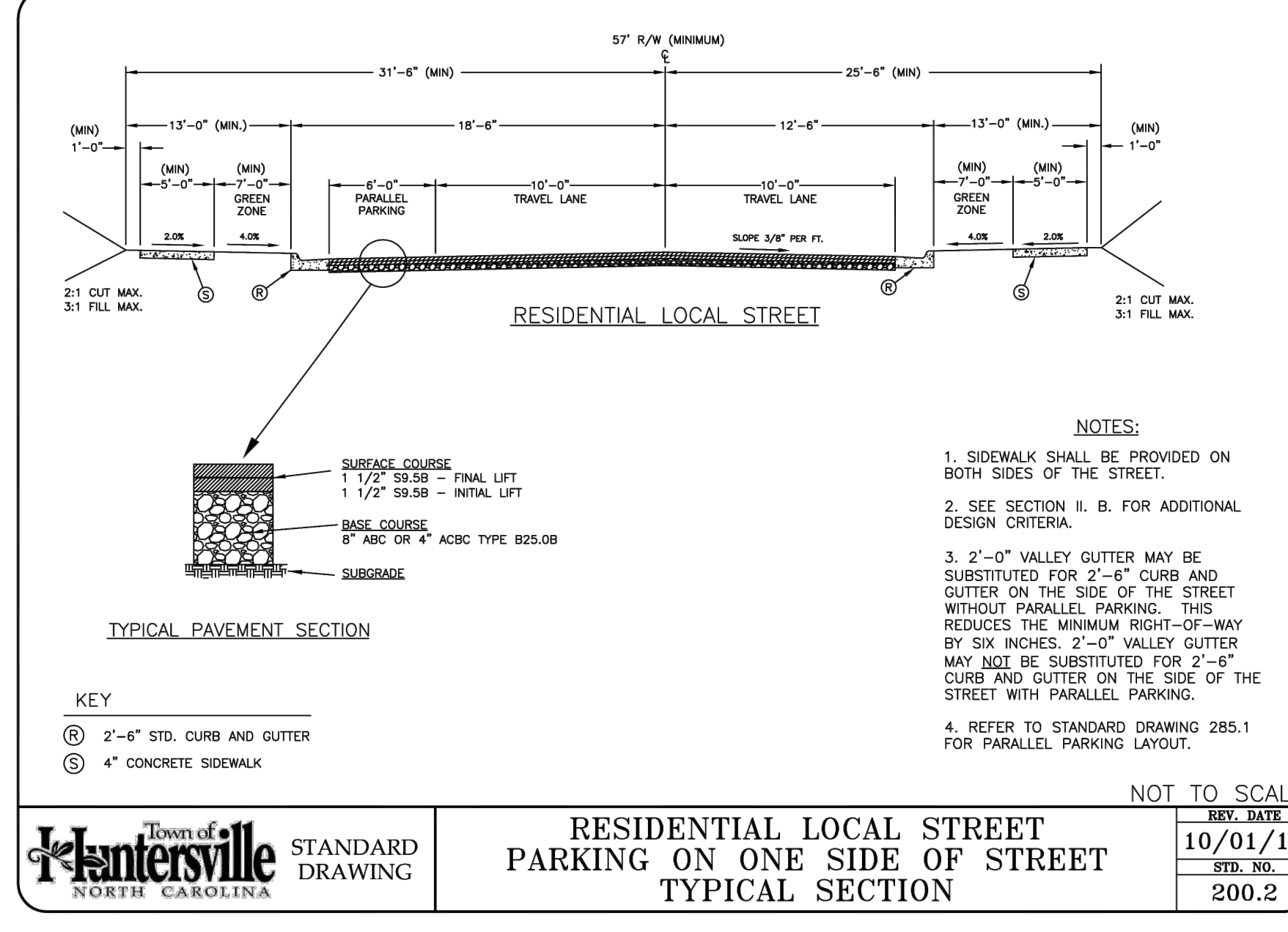
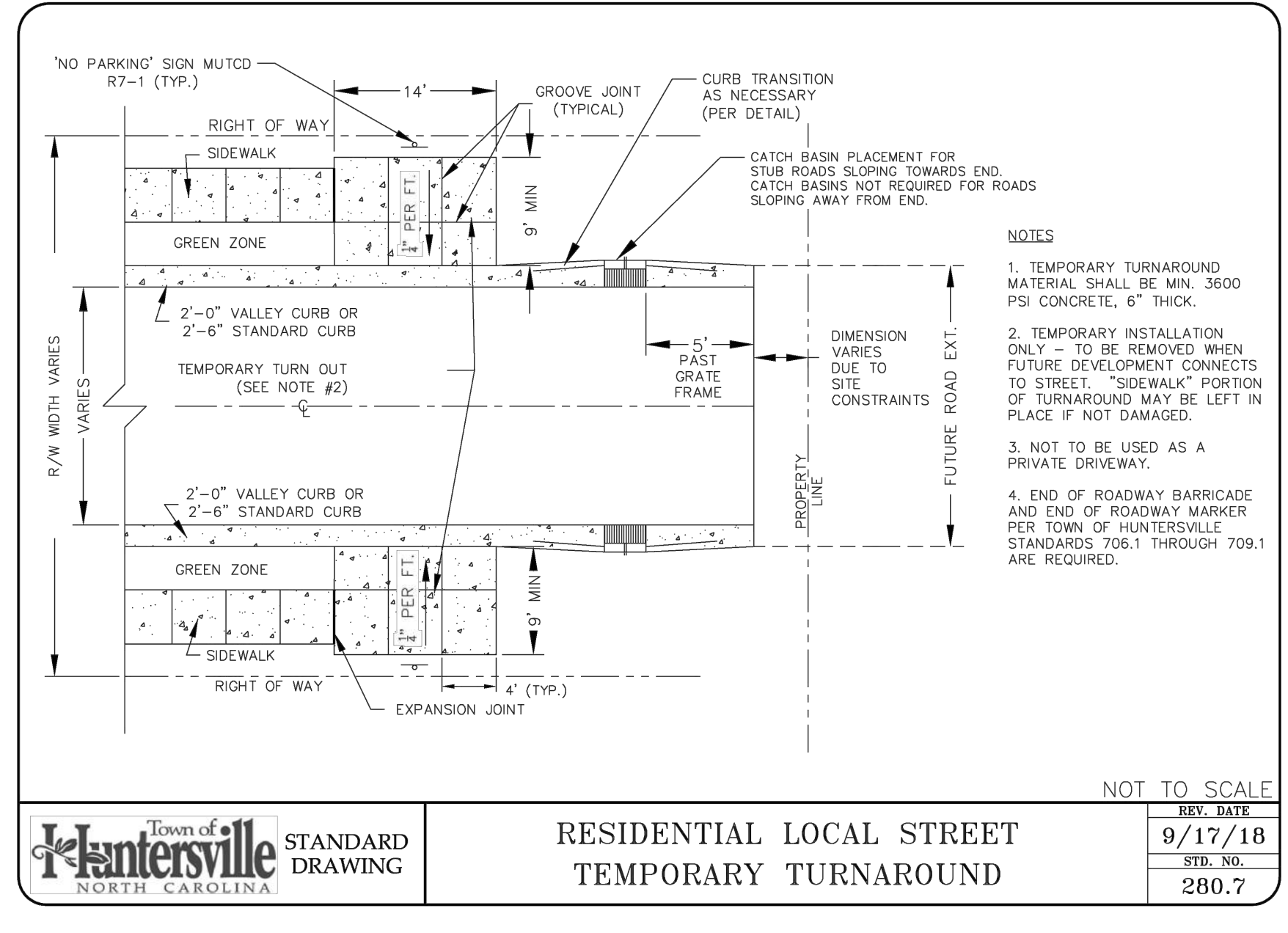
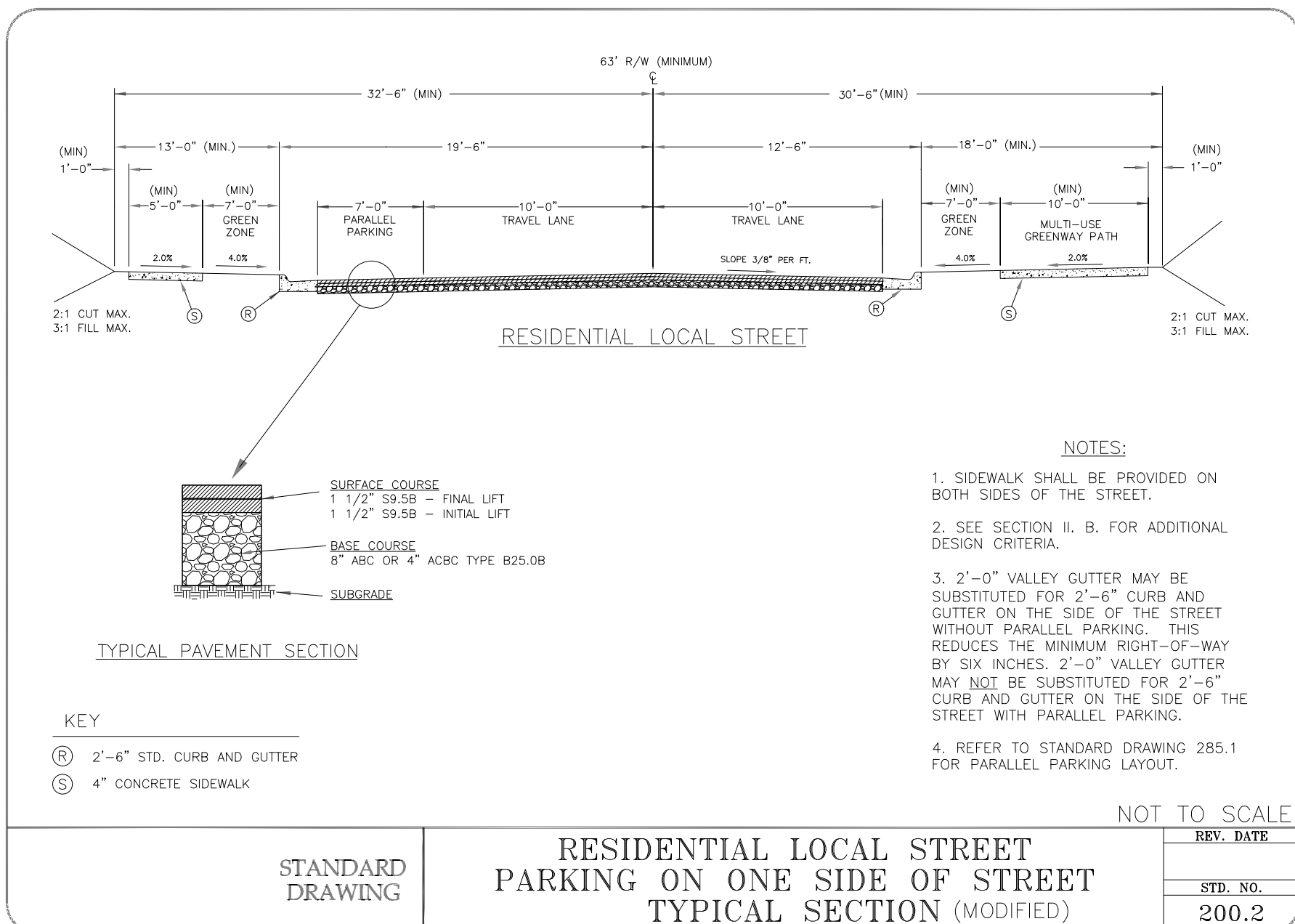
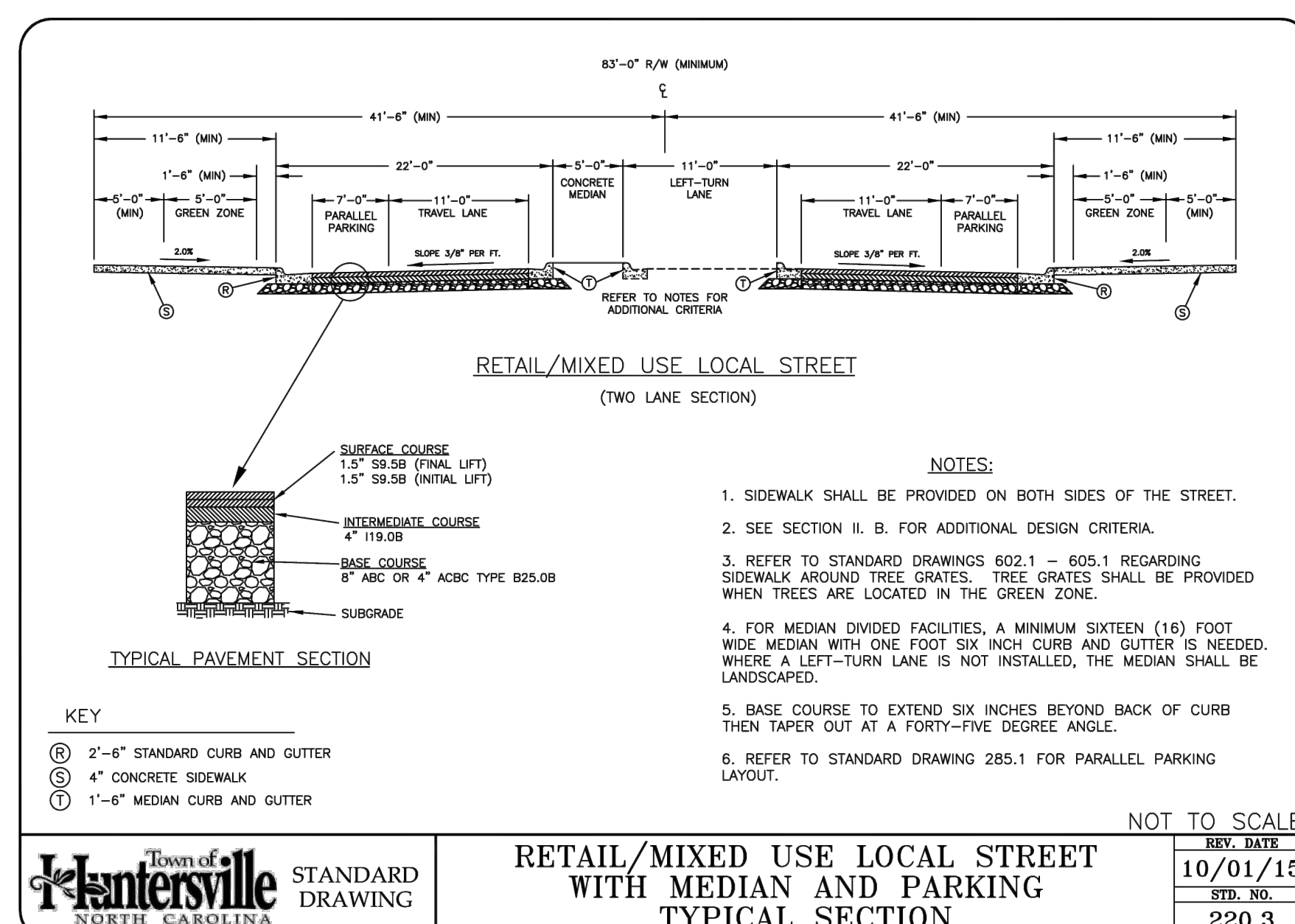
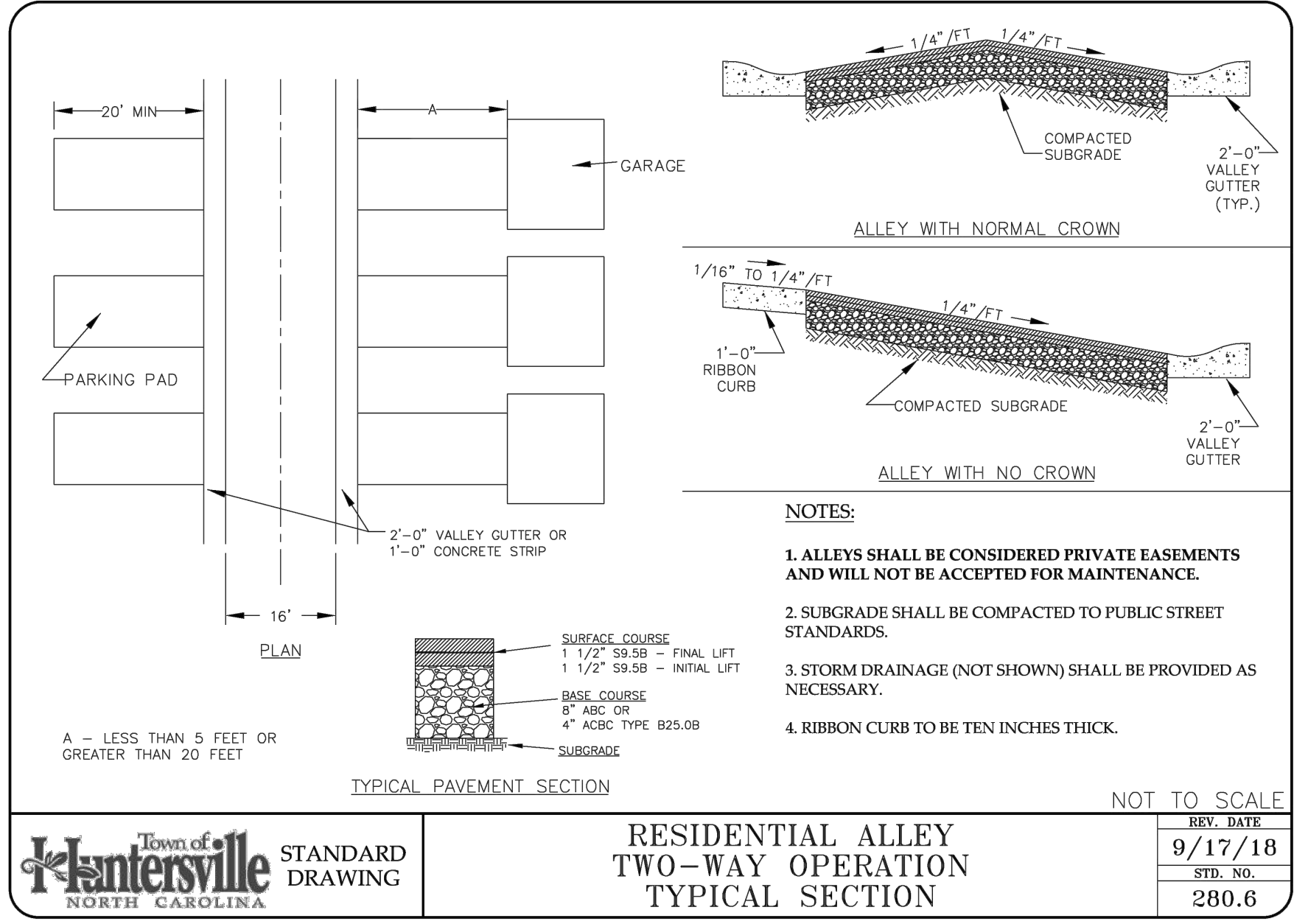
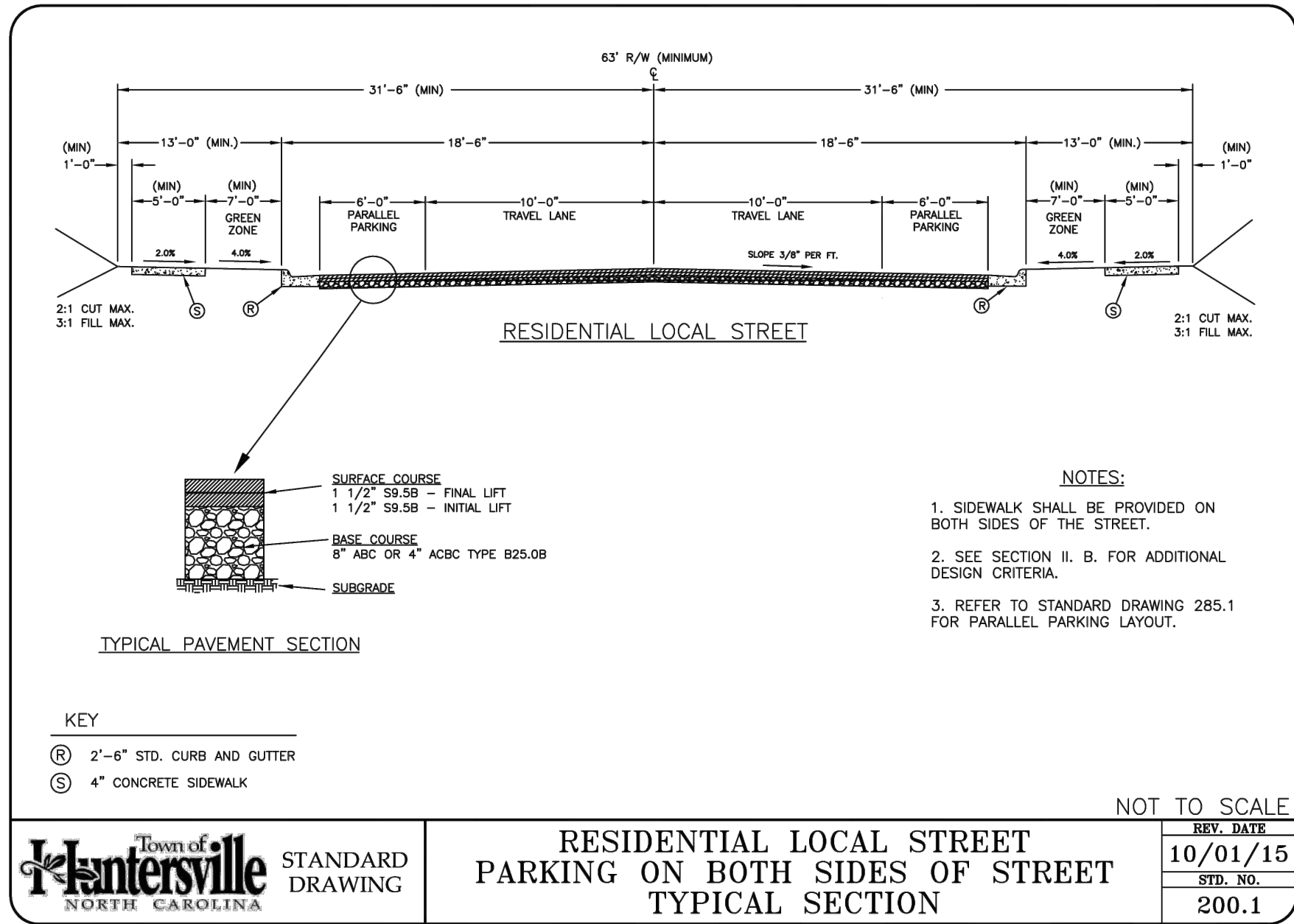
Designed By: UDP

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Sheet No:

RZ-7.0





| STREET TYPES:                                                                            |                                    |
|------------------------------------------------------------------------------------------|------------------------------------|
| RESIDENTIAL LOCAL STREET<br>PARKING ON BOTH SIDES OF STREET<br>(HUNTERSVILLE STD 200.1): | PROP. PUBLIC ROADS 1, 3, & 9       |
| RESIDENTIAL LOCAL STREET<br>PARKING ON ONE SIDE OF STREET<br>(HUNTERSVILLE STD 200.2):   | PROP. PUBLIC ROADS 2, 5, 6, 7, & 8 |
| RETAIL/MIXED USE LOCAL STREET<br>WITH MEDIAN AND PARKING<br>(HUNTERSVILLE STD 220.3):    | PROP. PUBLIC ROAD 4                |
| RESIDENTIAL TWO-WAY ALLEY<br>(HUNTERSVILLE STD. 280.6)                                   |                                    |

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**PAUL PENWELL**  
Professional Engineer  
No. 7996  
State of North Carolina

05.15.2023

Bi-Part Development, LLC  
Jake Palilio

18611 Starcreek Drive  
Cornelius, NC 28031

**Lagoona Bay  
Beach Club**

**Street Section Details**  
Sam Furr Road, Huntersville, NC 28078

Project No: 22-CLT-142  
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**RZ-8.0**

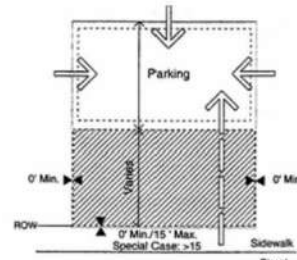






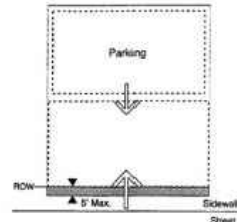
Lot Type / Shopfront Building

4.3 Lot Type / Shopfront Building  
Building Placement/Parking/Vehicular Access.



- Buildings shall be placed on the lot within the zone represented by the hatched area. In most cases, the build to line will range from 0' to 15' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback.
- Building facades shall be generally parallel to frontage property lines.
- Parking shall be located to the rear of the building; sideyard parking shall occupy no more than 25 percent of the primary frontage line and shall not be placed in an established sideyard abutting an intersecting street. Where dimensions of existing lots restrict parking behind buildings, the limitations on sideyard parking may be modified.
- Points of permitted access to the parking indicated by arrows.
- Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
- Parking areas on adjacent lots shall be connected wherever practicable.
- Trash containers shall be located in a rear parking area (see Parking Regulations).
- Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.

Encroachment/Pedestrian Access to Building.



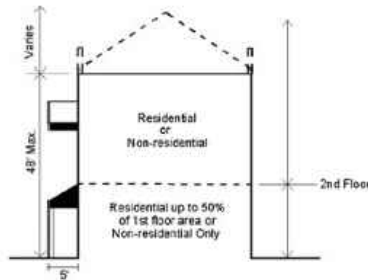
- Balconies, bay windows, arcades, porches at an upper level and their supports at ground level, together with awnings above head height are permitted within the sidewalk as shown by the hatched area. Encroaching arcades should cover entire sidewalk.
- Primary pedestrian access into the building shall be from the street frontage line (indicated by larger arrow). Secondary access may be from parking areas (indicated by smaller arrow).

Special Conditions.

- The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
- Drive-through customer services, if permitted in the district, must be located at the rear of the building or on a side which does not abut a street.
- Setbacks at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
- Within the limits described, front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. Squares or spatially defined plazas within building setback areas can act as focal points for pedestrians.

**Description.** The shopfront building is a small-scale structure which can accommodate a variety of uses. The structure is typically a maximum of 15,000 square feet. A group of shopfront buildings can be combined to form a mixed-use neighborhood center. Individual shopfront buildings can be used to provide some commercial service, such as a convenience food store, in close proximity to homes. Traditional commercial buildings in the old town provide good examples. Hotels, inns, and conference centers may be placed in shopfront or mixed-use buildings. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

4.4 Building Type / Shopfront Building  
Permitted Height and Uses.



- Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
- The height of parapet walls may vary depending upon the need to screen mechanical equipment.
- Building height to the ridge may vary depending on the roof pitch.
- Permitted uses are indicated above, and are further controlled by district regulations.
- Where an existing residential building converts to a mixed-use building, at least 40% of the habitable floors area shall be residential.

Architectural Standards.

Principles.

- To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials.
- Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Decorative metal panels such as Aluminum Composite Material (ACM) panels may be used as an accent or trim material and as cladding for building accent elements such as column wraps, entablature, canopies, and their supporting structure. Decorative metal panel accents, however, may not exceed 30% of any facade visible from the street.
- The front elevations facing the street, and the overall massing shall communicate emphasis on the human scale and the pedestrian environment.
- Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.
- Shopfront Building Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.
- Trailers (mobile units) may not be used as permanent shopfront buildings.

Configurations.

- Two wall materials may be combined horizontally on one facade. The "heavier" material should be below and can cover the first floor only (i.e. brick below wood siding).
- Street level windows should be untinted. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location.
- Windows shall be of square or vertical proportion. Special windows may be circular or regular polygons.

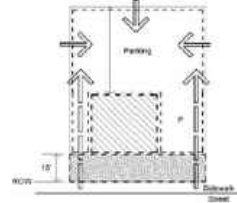
Techniques.

- Windows should be set to the inside of the building face wall.
- All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.



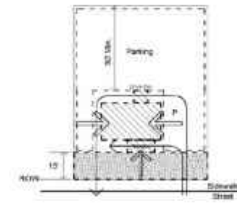
Lot Type / Highway Commercial

4.5 Lot Type / Highway Commercial  
Building Placement/Parking/Vehicle Access.



- Buildings shall be placed on the lot within zone represented by the hatched area. In most cases, the build to line will be 15' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback.
- Setbacks may vary according to setting within limits indicated.
- Building facades shall be generally parallel to frontage property lines.
- Parking shall be located to the rear and/or side of the building. Except in the VS District, sideyard parking may occupy no more than 45% of the principal frontage line. In the VS District, sideyard parking may occupy 50% of the principal frontage line. Parking shall not be placed in any sideyard abutting an intersecting street. Where dimensions of existing lots restrict parking behind buildings, the limitations on sideyard parking may be modified.
- Points of permitted access to the parking indicated by arrows.
- Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
- Parking areas on adjacent lots shall be connected wherever practicable.
- Trash containers shall be located in a rear parking area (see Parking Regulations).
- Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.

Vehicular Circulation/Pedestrian Access.



- Main pedestrian access to the building may be from the side (indicated by the larger arrows). Secondary access must be from the street frontage (indicated by the smaller arrow).
- Drive-throughs shall be located to the rear of the building.
- Entrance canopies (for motels, etc.) shall face the street.
- Typical vehicular circulation movement is indicated by thin line arrows.

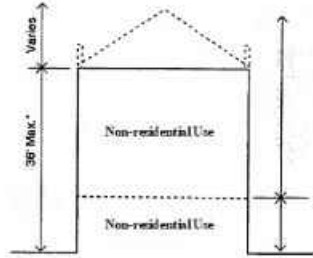
Special Conditions.

- Buildings in all locations should relate a principal facade to the sidewalk and public space of the street.
- Setback at street corners will generally replicate frontage conditions.

Description.

- This building type generally comprises fast food retail, drive through banks, motels and other highway dependent uses. These regulations are designed to bring these building types into a framework of town streets. This building type shall be limited to the Highway Commercial, Campus Business, and Special Purpose Districts. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

4.6 Building Type / Highway Commercial  
Permitted Height and Uses.



- Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
- The height of parapet walls may vary depending upon the need to screen mechanical equipment.
- Building height to the ridge may vary depending on the roof pitch.
- Permitted uses are indicated above, and are further controlled by zoning district standards.
- Hotels in the Highway Commercial (HC) zoning district may exceed the maximum building height (shown above), not to exceed six (6) stories, subject to the provisions of Article 9.45.

Architectural Standards.

Principles.

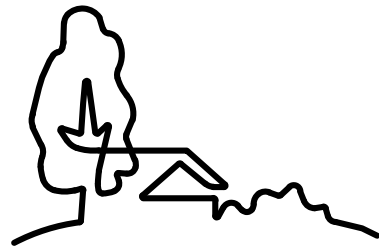
- Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not comprise a street fronting building face. Decorative metal panels such as Aluminum Composite Material (ACM) panels may be used as an accent or trim material and as cladding for building accent elements such as canopies and their supporting structure. However, decorative metal panel accents may not exceed 30% of any facade.
- All walls not visible from a public right-of-way may be constructed of cinder block, bricks, wood or vinyl siding, or approved metal paneling but shall be painted to match the overall color scheme of the rest of the building.
- Trailers (mobile units) may not be used as permanent highway commercial buildings.

Configurations.

- Two wall materials may be combined horizontally on one facade. The "heavier" material should be below (i.e. brick below wood siding).
- Street level windows should be untinted. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location.

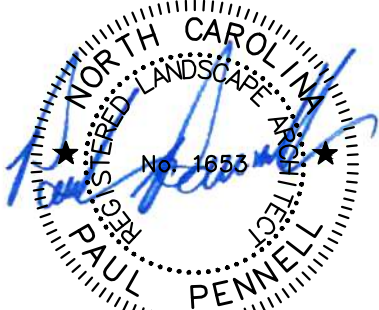
Techniques.

- All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.



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Bi-Part Development, LLC

Jake Palillo

18611 Starcreek Drive  
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Lagoona Bay  
Beach Club

Building and Lot Types  
Sam Furr Road, Hutersville, NC 28078

NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142

Date: 03.03.2023

Designed By: UDP

Checked By: UDP

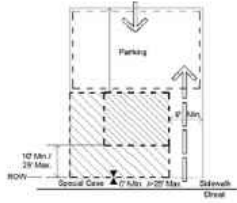
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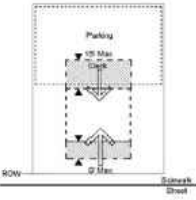
Lot Type / Apartment Building

4.7 Lot Type / Apartment Building  
Building Placement/Parking/Vehicle Access.



- Buildings shall be placed on the lot within the zone represented within the hatched area.
- In most cases, the build to line will be 10' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback. In urban conditions, apartments may be set up to the property line at the sidewalk, including corner conditions.
- Building facades shall be generally parallel to front property lines. All buildings shall front onto a public street, unless specifically exempted by one of the provisions of Section 8.1.
- Parking shall be located to the rear of the building.
- Points of permitted access to the parking indicated by arrows.
- Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
- Trash containers shall be located in the rear parking area (see Parking Regulations).
- Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the

Encroachment/Pedestrian Access.



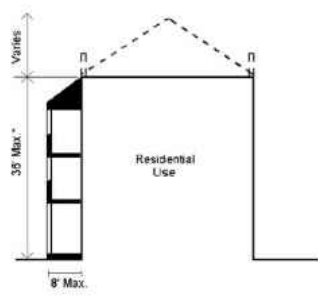
- For buildings set back from sidewalk, balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into setback area up to 8'.
- Attached decks are permitted to encroach into the rear setback up to 15 feet.
- For buildings set up to the sidewalk, upper level balconies, bay windows and their supports at ground level may encroach a maximum of 50" over the sidewalk.
- Main pedestrian access to the building and to individual units is from the street (indicated by larger arrow), unless specifically exempted by one of the provisions of Section 8.1. Secondary access may be from parking areas (indicated by smaller arrow).

**Description.** The apartment building is a residential building accommodating several households. In traditional towns, this building type coexists with a variety of other building types. A successful contemporary design permits its integration with other residential types through the coordination of site and building design (see Architectural Regulations). Apartment complexes should be one or more separated buildings similar in their scale on the public street to large detached housing. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

Special Conditions:

- The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
- Corners Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
- Within the limits described, front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. Squares or spatially defined plazas within building setback areas can act as focal points for pedestrians.

4.8 Building Type / Apartment Building  
Permitted Height and Uses.



- Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, or, if alternate frontage conditions from the constructed portion of a greenway along or within the project boundary, are provided, as permitted under Section 8.1.4, height may be measured from the highest finished grade of the side of the building opposite the greenway alternative frontage, up to the eaves. If building height is measured from the highest finished grade of the side of the building opposite the greenway alternative frontage, no more than one (1) additional story on the greenway side of the building may result from this arrangement.
- The height of parapet walls may vary depending upon the need to screen mechanical equipment.
- Building height to the ridge may vary depending on the roof pitch.
- Permitted uses are indicated above.

Architectural Standards.

Principles.

- To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials.
- The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.
- Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.
- Building silhouettes should be generally consistent. The scale and pitch of roof lines should thus be similar across groups of buildings.
- Apartment Building Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.
- Porches should form a predominant motif of house designs and be located on the front or to the side of the dwelling. When attached to the front, they should extend over at least 15% of the front facade. All porches should be constructed of materials in keeping with those of the main building.
- Front loaded garages, if provided, shall meet the standards of Section 8.16.
- At a minimum, the Americans with Disabilities Act standards for accessibility shall be met.

Configurations.

- 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.
- Balconies should generally be simply supported by posts and beams. The support of cantilevered balconies should be assisted by visible brackets.
- Two wall materials may be combined horizontally on one facade. The "heavier" material should be below.
- Exterior chimneys should be finished in brick or stucco.

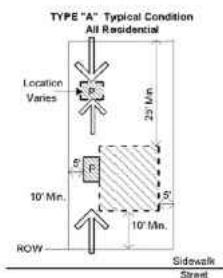
Techniques.

- Overhanging eaves may expose rafters.
- Flush eaves should be finished by profiled molding or gutters.



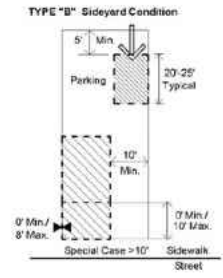
Lot Type / Detached House

4.9 Lot Types / Detached House  
Building Placement/Parking/Vehicle Access.



- Buildings shall be placed on the lot within zone represented by the hatched area except in R & TR zone, where min. front setback is 20'.
- Along new streets, the build to line shall be a minimum of 10' behind street ROW.
- Along existing streets, front build-to-lines of new buildings shall be equal to the average setbacks of existing buildings on the same side of the street within 300'. Where the average setback of existing buildings within 300' exceeds 50' the setback of any new building may vary up to 20' from the setback of an adjacent building, existing or proposed, in order to negotiate a gradual transition to a different building setback. Only in the most exceptional circumstances having to do with extreme topography or very special design composition may these rules of residential building placement be varied.
- Garages may be detached (entered from front or rear), or attached to the main dwelling, with or without habitable rooms above. Front loaded garages, if provided, shall meet the standards of Section 8.16.
- A detached garage may be located only in the rear yard.
- Points of permitted front or rear access to parking indicated by arrows. On corner lots, sideyard access is also permitted.
- Main pedestrian access to the building is from the street. Secondary access may be from parking areas.
- For buildings set back from the sidewalk, balconies, stoops, stairs, open porches, bay windows, and, and awnings are permitted to encroach into the front setback area up to 8'.
- Sideyard setback is 12' in the R zone & 6' in the TR zone.

Building Placement/Parking/Vehicle Access.



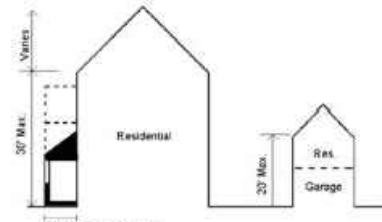
- Generally, buildings shall be placed on the lot within zone represented by the hatched area. The build to line will range from 0' to 10' behind street ROW. Special site conditions such as extreme topography may require a larger setback. Sideyard houses are not permitted on in-40 sites abutting existing all-yard houses.
- A detached garage may be located only in the rear yard. Attached garages are not permitted on sideyard houses.
- Points of permitted rear access to parking indicated by arrow.
- Main pedestrian access to the building is from the street. Secondary access may be from parking areas.
- For buildings set up to the sidewalk, balconies and upper level bay windows may encroach over the sidewalk up to 8'.
- For buildings set back from the sidewalk, balconies, stoops, stairs, open porches, bay windows, and, and awnings are permitted to encroach into the front setback area up to 8'.
- Commercial Use in a Detached House (NR district) shall comply with the following:
  - Parking shall be located in the side or rear yards only. If provided in the side yards, the parking area shall not exceed 25% of the frontage line and shall not be in the yards adjacent to a street.
  - Parking areas on adjacent mixed use lot shall be connected whenever practical.
  - Trash containers shall be located in the rear yard. If adjacent to existing single-family residential uses, trash containers shall be limited to residential rollout containers only (no dumpsters).
  - Mechanical equipment at ground level shall be placed on the parking lot side of the building away from buildings on adjacent sites and shall be screened from view by an opaque screen.
- Mechanical equipment shall not encroach into any required setback.

**Description.** The detached house may coexist with other, similarly scaled buildings along town streets. When other building types are integrated with the detached house, the scale of the detached house type and lot shall control. Civic buildings, however, may exceed the scale of the detached house. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

Special Conditions.

- The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
- Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
- Within the limits described, these regulations apply to all houses built on public streets. For detached homes on large lots accessed by a private drive in Rural Neighborhoods, building placement and site planning will be dictated by landscape features and landscape preservation.

4.10 Building Type / Detached House  
Permitted Height/Uses/Encroachments.

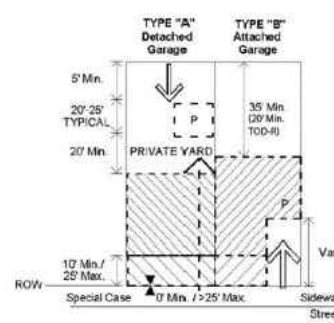


- Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves.
- Building height of main dwelling to ridge may vary depending on the roof pitch.
- Permitted uses are indicated above.
- Maximum footprint for a building housing a detached accessory dwelling is 650 square feet or 50% of first floor area of principal residence, whichever is greater.
- Balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into setback area up to 8'.
- Decks, balconies, and porches are permitted to encroach into the rear yard setback as provided in Section 8.8.9.



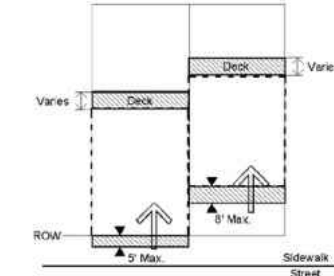
Lot Type / Attached House

4.11 Lot Type / Attached House  
Building Placement/Parking/Vehicle Access.



- Buildings shall be placed on the lot within zone represented by the hatched area.
- Along new streets, the build to line will range from 10' to 20' behind street ROW. Special site conditions such as topography or lot widths permit a larger setback. Along existing streets, front build-to-lines shall typically be equal to the average setbacks for buildings on the same side of the street within 300 feet. However, in more urban conditions, dwellings may be set up to the property line at the sidewalk.
- Building facades shall be generally parallel to front property lines. All buildings shall front onto a public street.
- Front loaded garages, if provided, shall meet the standards of Section 8.16.
- Points of permitted access to parking indicated by arrows.

Encroachment/Pedestrian Access.



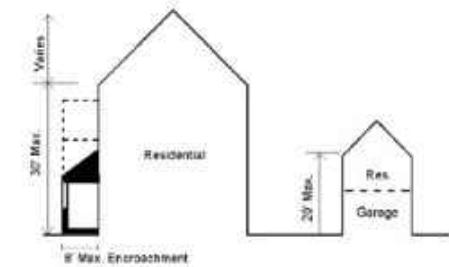
- For buildings set up to the sidewalk, balconies and upper level bay windows are permitted to encroach over the sidewalk area up to 8'.
- For buildings set back from sidewalk, balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into the front setback area up to 8'.
- Main pedestrian access to the building is from the street (indicated by larger arrow). Secondary access may be from parking areas (indicated by smaller arrow).
- Decks must be constructed only in an established rear yard and are permitted to encroach into the rear setback up to 15'.
- Mechanical equipment shall not encroach into any required setback.

**Description.** The attached house is a rowhouse, a townhouse, or a duplex. Traditional southern homes in Savannah and Charleston provide the historic model. Dilworth Crescent in Charlotte provides a good contemporary example. Generally, building plans will have narrow frontages with the plan depth being greater than its width. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

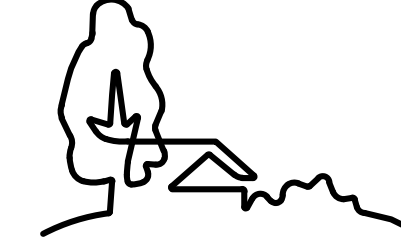
Special Conditions.

- The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
- Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
- Front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity.

4.12 Building Type / Attached House  
Permitted Height and Uses.



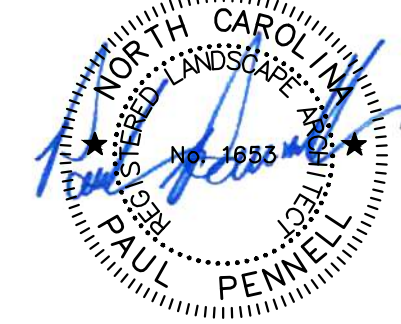
- Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves.
- Building height to ridge will vary depending upon the roof pitch.
- Permitted uses are indicated above.
- Maximum footprint for a building housing a detached accessory dwelling is 650 square feet.



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DESIGN  
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nc firm no: P-0418 sc coa no: C-03044



05.15.2023

Bi-Part Development, LLC

Jake Palillo

18611 Starcreek Drive  
Cornelius, NC 28031

Lagoona Bay  
Beach Club

Building and Lot Types  
Sam Furr Road, Hutersville, NC 28078

NO. DATE: BY: REVISIONS:

Project No: 22-CLT-142

Date: 03.03.2023

Designed By: UDP

Checked By: UDP

Sheet No:

RZ-8.3



# COMMUNITY MEETING REPORT

**Petitioner:** Bi-Part Development, LLC

**Meeting Date:** April 26, 2023

**Project:** Lagoon Bay Beach Club, R23-05

**Mtg. Location:** 1994 University City Church Dr. Huntersville, NC 28078

**Meeting Time:** 6:30PM

**Attendees:** Jake Palillo – Bi-Part Development, LLC  
Paul Pennell, Miller Snyder, Nolan Groce – Urban Design Partners  
Chuck Travis, Alberto Cevallos – Housing Studio  
Brian Richards, David Peete – Town of Huntersville

The Community Meeting was coordinated, scheduled, and offered to the public as provided by Town of Huntersville Zoning Ordinance guidelines. Adjacent residents attended the petition community meeting as noted on the Attendance Log.

**Purpose:** To present the Conditional Rezoning Petition R23-05 to any neighboring residents or homeowners who were in the rezoning mailer radius or who spoke to the Petitioner or Petitioner’s representatives and were invited.

This Community Meeting Report is being filed with the Town of Huntersville Planning Department pursuant to the provisions of the Town of Huntersville Zoning Ordinance.

**Minutes:** The following items were discussed in the presentation:

Jake Palillo began the presentation by welcoming those in attendance and explaining the reason for the community meeting. Jake then asked several questions, related to development, nearby projects, and the general location where attendees reside. He then described Lagoon Bay as a 10-acre crystal clear body of water, with technology created and patented by Crystal Lagoons. This is the first project of its kind in North Carolina. Jake then discussed Bi-Part development projects Bailey’s Glenn and Symphony Park. An overview of the rezoning plan was shown, providing context of the site location. Lagoon Bay was then described as a high-end lifestyle resort. The proposal includes a mixed-use area, primarily filled with restaurants, condos and apartments. 250 single family custom homes on the southern end of the project, with 200 townhomes and 320 apartments north of Sam Furr Road. There will also be a 6-story hotel and convention center central to the project. Jake transitioned to a discussion focused on roadways and traffic in the area. He described NC 73 as a major thoroughfare, noting the communities and interstates which it connects. He provided context for traffic based on previous developments in the area and discussed ongoing growth. NCDOT’s roadway improvement process was explained and key projects in the area were highlighted. The roadway project with most direct impact to Lagoon Bay was described as STIP R-2632 AB. The project will increase travel lanes along NC 73 from two, to four, utilizing a superstreet design. Right of way acquisition is underway with construction expected to begin in FY 2026.

Jake provided an overview of recent development projects in the area, including Publix, a project off Mayes Rd, Northbrook subdivision, McConnell subdivision and Camden. Jake then mentioned a project of similar scale in Kannapolis that is located on NC 73. The project consists of 229 acres, includes 900,000 square feet of retail, and 600 residential homes and apartments. These were used to elaborate growth in the area and along NC 73. Jake then displayed a report from Charlotte Mecklenburg Schools noting additional students from the development, explained how new schools are planned, and showed future school sites in the area. Jake then transitioned into statistical data from the census bureau per generational group. Following statistical data, he provided cost and detailed information about the housing options of Lagoona Bay and the Lagoona Village commercial space. He mentioned different events and businesses that are expected to take place. Parking was then described, noting ample spaces with the ability to build parking decks in the future. The hotel and need for a convention center were then described. Jake then described the membership component of Lagoona Bay, and detailed the amenities provided, including a trolley system to shuttle people to and from Lagoona Bay. Following the presentation, a question-and-answer session was held.



## **QUESTIONS/COMMENTS BY ATTENDEES:**

1. Question related to wetlands on site.
  - A. Jake said that a wetland study has been conducted and any development must be permitted.
2. As a developer, how much are you contributing for roadway improvements?
  - A. Jake mentioned that symphony park roadway improvements cost 1.2 million dollars. The state will be widening NC 73 and improvements will be coordinated with NCDOT.
3. What are bonus allocations?
  - A. Jake explained that they are additional funds for road projects, incentivizing local contributions to a project.
4. When will the STIP project begin?
  - A. Jake responded, 2026.
5. NCDOT is widening the road because there is an existing issue?
  - A. Jake responded, NC 73 will be widened from NC 16 to Concord.
6. Is the school study just for Lagoona Bay or all developments in Huntersville?
  - A. Jake responded, just Lagoona Bay.
7. Do you have a statistic on how many cars the project will add to our roadway?
  - A. Jake responded, yes, we had to conduct a traffic study as part of this project. I will share the information with you if you reach out to me.
8. How much is the rent of apartments?
  - A. Jake responded, apartments will be on the higher end, average rental price is currently \$2.00 - \$2.50 per square foot.
9. Who is going to own the convention center?
  - A. Jake responded, I will.
10. Is Lagoona Bay a club?
  - A. Jake responded, this is a Country Club.
11. Do you have to live there to have a membership?
  - a. A. Jake responded, no anyone is eligible to purchase a membership.
12. How many memberships are available?
  - A. Jake responded, 1,500 memberships are available.
13. How many entrances are there?
  - A. Jake responded, there entrances off of Westmoreland, Black Farm, and McCord Roads. The main access to the Lagoon is off Westmoreland.
14. Why are you connecting to Willowbrook?
  - A. Jake responded, that's a Town requirement, I'll install a gate if allowed.
15. Is there a fireman here that can speak to response times to Willowbrook?
  - A. Jake responded, there's currently one way in and out, but there will be an additional entrance and exit as proposed.
16. What type of environmental studies, traffic studies, emergency response, and land will be left for animals, and tree canopy?
  - A. Jake responded, a wetland study has been completed and the traffic study is underway.
17. How will this project effect existing businesses?
  - A. Jake responded, jobs will be added to the community. This allows additional opportunity and facilities for events.
18. Where through Willowbrook are you putting a road?
  - A. Jake responded, we're connecting to the stub road, because it's a Town requirement. If the Town allows a guard rail or gate, it will be installed.
19. What will happen to the Lagoon if you cannot keep it occupied?
  - A. Jake responded, once the project starts, it will be fully financed.
20. How will you keep this upscale and prevent decline?

- A. Jake responded, we're building this to maintain an upscale facility, we will not build this and abandon it.
21. Can you prove this is sustainable and won't become a dump like Northlake Mall?
- A. Jake responded, the Lagoon is not open to the public and we will maintain the facility.
22. What will keep properties from becoming VRBO rentals?
- A. Jake responded, there will be HOA's in place and covenants to prevent that.
23. Will the Lagoon be fenced in?
- A. Jake responded, yes.
24. How will you keep people out of the Lagoon that don't have passes?
- A. Jake responded, the lagoon will be fenced in and maintained.
25. Are there day passes available?
- A. Jake responded, the hotel will be able to sell day passes for a private area by the hotel.
26. How will the area be secure from human trafficking?
- A. Jake responded, we need to support our police department. If you know of human trafficking, please report it to the police.
27. Why are you connecting to Willowbrook, won't it increase traffic?
- A. Jake responded, the Town requires the connection to a stub road. Most traffic will come to Westmoreland, but there's the ability for people to use the cut through connection.
28. Do you see me being at Lagoona Bay?
- A. Jake responded, I see everyone that wants to be part of this there.
29. Will teachers be able to use this?
- A. Jake responded, if you can convince the Town to raise taxes, I'll be happy to pay more taxes to pay police officers and teachers more money.
30. Do apartments and townhouses have access to the Lagoon?
- A. Jake responded, if a membership is purchased, yes. Memberships will be reserved for each lot, but they aren't required to be purchased. Memberships are transferable.
31. Why does a hotel make sense here?
- A. Jake responded, hotels found in lifestyle centers are some of the highest grossing and gave the example of Kingsley in Fort Mill, SC.
32. Can't we keep the zoning the same?
- A. Jake responded, not for this project. Even if I don't develop this project, greater density is required due to the cost of available acreage.
33. Are you providing places for low-income housing?
- A. Jake responded, no, low-income housing is not provided as part of this project.
34. Will you provide childcare centers?
- A. Jake responded, yes, a daycare center is proposed as part of Lagoona Bay.
35. Will childcare be discounted for your workers?
- A. Jake responded, costs have not been determined at this time.
36. Have you spoken to adjacent property owners at proposed road 7?
- A. The Town requires the stub for future connectivity. I own the adjacent property, but do not have plans for additional development.
37. Why do you have to have apartments and high density?
- A. Jake responded, there will continue to be apartments as long as they stay 94% occupied. Younger generations prefer renting and the freedom it provides.
38. What distance around the entire development will have environmental studies? My neighborhood has increased water runoff due to impervious surfaces.
- A. Paul responded, all proposed runoff will be collected and maintained on site. Stormwater collects in ponds, settles, and is slowly released into the creek system.
39. How can you improve my watershed?
- A. Jake recommended the individual call Mike MacIntyre with the Town of Huntersville for assistance.
40. Why are you putting apartments and townhomes on the north end and not million-dollar homes?

A. Jake responded, the area is better fit for density being along NC 73.

41. What is the noise level going to be from the Lagoon and how will lighting affect homes on Westmoreland Road?

A. Jake responded, the Town has lighting restrictions and requirements.

42. There was a general question about the trolley system.

a. Jake pointed out potential trolley stops throughout the development and mentioned proposed locations with stops in the community.

The formal meeting adjourned at 8:54 p.m. Members of the public and media remained and spoke with Jake informally.



Community Meeting Notices

| Project Name                                                                                                                                                                                                                     | Lagoona Bay Beach Club |           |                  |                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be submitted to the Planning Department and incorporated into the application for this project. |                        |           |                  |                                                                                                                                                |
| The following persons and organizations were sent notices of the community meeting (first and last name or business name only):                                                                                                  |                        |           |                  |                                                                                                                                                |
| First and Last Name                                                                                                                                                                                                              | Parcel ID              | Date Sent | Method Sent      | Reason Sent                                                                                                                                    |
| KATHERINE AH HOY and/or JACKO AH HOY                                                                                                                                                                                             | 01104419               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| AMH 2015-1 BORROWER LP                                                                                                                                                                                                           | 1133627                | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| ARBOR CROFT HOMES ASSOCIATION INC                                                                                                                                                                                                | 01133629               | 4/13/2023 | First Class USPS | Neighborhood association, property owner association, and homeowner association within 2000 feet of any portion of subdivision (SO 6.320.3(f)) |
| MUSA ATEs and/or ZARINA ATEs                                                                                                                                                                                                     | 01133112               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| JOSEPH EDWARD BLACK and/or TRUST JOHN STEVENSON BLACK                                                                                                                                                                            | 01126104               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| BLACKWOOD KNOLL COMMUNITY ASSOCIATION INC C/O ASSOCIATION                                                                                                                                                                        | 01124154               | 4/13/2023 | First Class USPS | Neighborhood association, property owner association, and homeowner association within 2000 feet of any portion of subdivision (SO 6.320.3(f)) |
| BLACKWOOD KNOLL LLC                                                                                                                                                                                                              | 01124155               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MAURO BOTELHO and/or KAZUKO ADACHI                                                                                                                                                                                               | 01104407               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| DAWN SHOEMAKER BRADFORD and/or WILLIAM O JR BRADFORD                                                                                                                                                                             | 01105104               | 4/13/2023 | First Class USPS | Property Owner (SO 6.320.3(a))                                                                                                                 |
| DANILO D CALLUNG and/or JANICE W CALLUNG                                                                                                                                                                                         | 01104147               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| CAMDEN BOWMAN LLC                                                                                                                                                                                                                | 01124104               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| BRETT R CANOSA and/or ANNE CANOSA                                                                                                                                                                                                | 01104413               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| ANDREW R CHAMBERS and/or MELISSA W CHAMBERS                                                                                                                                                                                      | 01106210               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| JEFFREY L CHEEKS                                                                                                                                                                                                                 | 01106228               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| JOHN ALLEN CHEEKS and/or CAROLYN CHEEKS                                                                                                                                                                                          | 01106213               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| VICTORIA SUE CIOCH and/or DAVID CONSTANTINE CIOCH                                                                                                                                                                                | 01104427               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| BEVERLY T. CLAYTON and/or JUDITH H. CLAYTON                                                                                                                                                                                      | 01107326               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| AARON CLYMENS and/or KIMBERLY CLYMENS                                                                                                                                                                                            | 01104402               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| PETER COBB and/or PENNY K COBB                                                                                                                                                                                                   | 01105122               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| ERNEST GREG CONNER                                                                                                                                                                                                               | 01104404               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| CRDLC LLC                                                                                                                                                                                                                        | 01105209               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| CHARLES SPENCER JR DAVIS and/or FAYE MCQUEEN DAVIS                                                                                                                                                                               | 01125111               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| CHARLES SPENCER JR DAVIS                                                                                                                                                                                                         | 01126148               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| DAVIS GIBSON INVESTMENTS LLC                                                                                                                                                                                                     | 01126102               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| DENNIS F DAWLEY and/or CAROL A DAWLEY                                                                                                                                                                                            | 01104126               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| PHILLIP B DEAL and/or PAMELA H DEAL                                                                                                                                                                                              | 01104406               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| DANIEL D DEWEY and/or VIRGINIA M DEWEY                                                                                                                                                                                           | 01133113               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| DMJ VENTURES LLC                                                                                                                                                                                                                 | 01107324               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MARIA M DOUGLAS                                                                                                                                                                                                                  | 01104110               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| JEFFREY R DUDAN and/or TRACI G DUDAN                                                                                                                                                                                             | 01123110               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| STEVEN J EDELMAN and/or MELANIE LAWRENCE EDELMAN                                                                                                                                                                                 | 01104415               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| JOHN EHRSAM and/or SUSAN A EHRSAM                                                                                                                                                                                                | 01104151               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| KATHLEEN FITZGERALD                                                                                                                                                                                                              | 01104150               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| R SCOTT GIBSON and/or MARY K DAVIS GIBSON                                                                                                                                                                                        | 01125110               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MICHAEL W GOSS and/or AMANDA M GOSS                                                                                                                                                                                              | 01105115               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MARY ELISABETH GREEN                                                                                                                                                                                                             | 01104425               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| BRETT A GRIFFIN and/or MELANIE J GRIFFIN                                                                                                                                                                                         | 01123108               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| PETER FREDERICK GUERTIN and/or DANA LYNN GUERTIN                                                                                                                                                                                 | 01123129               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| KIRK HENRY HAHN and/or ROBYN HARRIS                                                                                                                                                                                              | 01105112               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| CHERYL HAMILTON and/or ERNHARD KUHN                                                                                                                                                                                              | 01105123               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| CYNTHIA A HARRIS                                                                                                                                                                                                                 | 01104401               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| STEWART T HEATH and/or MICHELLE M HEATH                                                                                                                                                                                          | 01124115               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| KARL O HESSE                                                                                                                                                                                                                     | 01106231               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MICHAEL H HILLMAN and/or SUSAN O HILLMAN                                                                                                                                                                                         | 01104109               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| ANTHONY E HUDSON and/or THERESA A HUDSON                                                                                                                                                                                         | 01104420               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| BRANDI HULLINGER and/or BROCK HULLINGER                                                                                                                                                                                          | 01125115               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MICHAEL JOCOY and/or PATRICIA JOCOY                                                                                                                                                                                              | 01104417               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| CHRISTOPHER JOHNSON and/or CAROLINE MARIA PANNOZZO                                                                                                                                                                               | 01106220               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| ARTHUR KALOS and/or CHRISTINE KALOS                                                                                                                                                                                              | 01106206               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| KAM PROPERTIES LLC                                                                                                                                                                                                               | 01104111               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| GUS KANOS and/or CHRISOULA P KANOS                                                                                                                                                                                               | 01123106               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| ROBERT KELEMEN                                                                                                                                                                                                                   | 01133626               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| ROBERT J JR KNOX and/or CYNTHIA L KNOX                                                                                                                                                                                           | 5101, 0110             | 4/13/2023 | First Class USPS | Property Owner (SO 6.320.3(a))                                                                                                                 |
| THOMAS B JR KNOX and/or FRANCES KNOX                                                                                                                                                                                             | 01106214               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| ROBERT J JR KNOX and/or CYNTHIA L KNOX                                                                                                                                                                                           | 01106219               | 4/13/2023 | First Class USPS | Property Owner (SO 6.320.3(a))                                                                                                                 |
| ELIZABETH L KRUGER                                                                                                                                                                                                               | 01104422               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| SUSAN LAPASNICK and/or BRIDGET C MILLER                                                                                                                                                                                          | 01104114               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| TODD MICHAEL LINERODE and/or DENISE LINERODE                                                                                                                                                                                     | 01105103               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| WILLIAM S LORD and/or BRENDA LORD                                                                                                                                                                                                | 01124116               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| GAUTAM MADIMAN and/or PRETI MADIMAN                                                                                                                                                                                              | 01104429               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| THOMAS E MADRE and/or RUTH A MADRE                                                                                                                                                                                               | 01104421               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MAGNOLIA HUNTERSVILLE II LLC                                                                                                                                                                                                     | 01126113               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| SHERRY MARSHALL                                                                                                                                                                                                                  | 01133628               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| DAVID A MASHBURN and/or RITA C MASHBURN                                                                                                                                                                                          | 01122106               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| CALVIN E MASON and/or JOANN M MASON                                                                                                                                                                                              | 01124102               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| BOBBY MITCHEL MASTEN and/or PATRICIA M MASTEN                                                                                                                                                                                    | 01104414               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MAYES HALL HOMEOWNERS ASSOCIATION INC                                                                                                                                                                                            | 00716465               | 4/13/2023 | First Class USPS | Neighborhood association, property owner association, and homeowner association within 2000 feet of any portion of subdivision (SO 6.320.3(f)) |
| MAYES HALL HOMEOWNERS ASSOCIATION INC                                                                                                                                                                                            | 00716468               | 4/13/2023 | First Class USPS | Neighborhood association, property owner association, and homeowner association within 2000 feet of any portion of subdivision (SO 6.320.3(f)) |
| DEBORAH A MCCORD                                                                                                                                                                                                                 | 01133103               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| COLLEEN MILLER                                                                                                                                                                                                                   | 01106223               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| SOUTHERN PROVINCE MORAVIAN CHURCH IN AMERICA                                                                                                                                                                                     | 01107316               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| CONNIE C MUNDAY and/or RODNEY D MUNDAY                                                                                                                                                                                           | 01106211               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| DONALD NEWELL and/or GAIL NEWELL                                                                                                                                                                                                 | 01106221               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| NORTHBROOK PROPERTY OWNERS ASSOCIATION                                                                                                                                                                                           | 01122286               | 4/13/2023 | First Class USPS | Neighborhood association, property owner association, and homeowner association within 2000 feet of any portion of subdivision (SO 6.320.3(f)) |
| NORTHSTONE HOMEOWNERS ASSOC OF                                                                                                                                                                                                   | 01133105               | 4/13/2023 | First Class USPS | Neighborhood association, property owner association, and homeowner association within 2000 feet of any portion of subdivision (SO 6.320.3(f)) |
| MICHAEL JOSEPH ORLANDO                                                                                                                                                                                                           | 01104426               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| PAGE'S POND HOMEOWNERS ASSOCIATION INC                                                                                                                                                                                           | 00731125               | 4/13/2023 | First Class USPS | Neighborhood association, property owner association, and homeowner association within 2000 feet of any portion of subdivision (SO 6.320.3(f)) |
| PAGES POND HOMEOWNERS ASSOC                                                                                                                                                                                                      | 00731104               | 4/13/2023 | First Class USPS | Neighborhood association, property owner association, and homeowner association within 2000 feet of any portion of subdivision (SO 6.320.3(f)) |
| ANTHONY C PALILLO and/or CAROL PALILLO                                                                                                                                                                                           | 01125113               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| JACOB JOSEPH PALILLO and/or GERALDINE PALILLO                                                                                                                                                                                    | 01125106               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| GERALDINE M PALILLO                                                                                                                                                                                                              | 01125114               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| RONALD CHARLES PARANICH and/or MILDRED LORRAINE PARANICH (H/W                                                                                                                                                                    | 01123109               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| KYLE PENINGER and/or KARA L PENINGER                                                                                                                                                                                             | 01104403               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| AMANDA CLAIR PITTMAN and/or ROBERT LEE III PITTMAN                                                                                                                                                                               | 01126103               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| BEVERLY M POSTON                                                                                                                                                                                                                 | 01124101               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| RACHEL ANNE POTTS                                                                                                                                                                                                                | 01107313               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MICHAEL K POWELL and/or KIMBERLY M POWELL                                                                                                                                                                                        | 01124103               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| PROGRESS RESIDENTIAL BORROWER 4 LLC                                                                                                                                                                                              | 01104428               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| RM Westmoreland Family LP                                                                                                                                                                                                        | 01106218               | 4/13/2023 | First Class USPS | Property Owner (SO 6.320.3(a))                                                                                                                 |
| INC RAMAH OAKS HOMEOWNERS ASSOC                                                                                                                                                                                                  | 01126132               | 4/13/2023 | First Class USPS | Neighborhood association, property owner association, and homeowner association within 2000 feet of any portion of subdivision (SO 6.320.3(f)) |
| WILLIAM B RAMSEY and/or LOUISE A ZULLO                                                                                                                                                                                           | 01105107               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| JOSEPH C READING and/or MARTHA E READING                                                                                                                                                                                         | 01106222               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MICHAEL REIMELS and/or CATHERINE G REIMELS                                                                                                                                                                                       | 01105121               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| LYLE K RIPPETOE and/or AIMEE L RIPPETOE                                                                                                                                                                                          | 01106215               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| JEFFREY L ROSS and/or CATHY R ROSS                                                                                                                                                                                               | 01104405               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| LOUIS J JR RUFFINO                                                                                                                                                                                                               | 01104423               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| ERIKA W SAADOUI                                                                                                                                                                                                                  | 01104112               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| SERENDIPITY ACRES LLC                                                                                                                                                                                                            | 01106230               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| OWNER ASSOCIATION STONEGATE ESTATES PROPERTIES                                                                                                                                                                                   | 01105129               | 4/13/2023 | First Class USPS | Neighborhood association, property owner association, and homeowner association within 2000 feet of any portion of subdivision (SO 6.320.3(f)) |
| OWNERS ASSOCIATION INC STONEGATE ESTATES PROPERTIES                                                                                                                                                                              | 01105128               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| ALEX STROBL and/or ELIZABETH A STROBL                                                                                                                                                                                            | 01106232               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| COREY SUTTON                                                                                                                                                                                                                     | 01105122               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| SCOTT P SWAFFORD                                                                                                                                                                                                                 | 01104149               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| MIKE THOMANN and/or REBECCA MARY DARBY                                                                                                                                                                                           | 01125112               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| TERRY N THOMAS and/or JILL C THOMAS                                                                                                                                                                                              | 01105120               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |
| CALVIN WYNNE WELLS MODELAND - MARY ELLEN A                                                                                                                                                                                       | 01105100               | 4/13/2023 | First Class USPS | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))                                                                                     |

# Community Meeting Attendance Log

|                      |                                                           |
|----------------------|-----------------------------------------------------------|
| Project Name:        | Lagoona Bay Beach Club                                    |
| Location of Meeting: | 1994 University City Church Drive, Huntersville, NC 28078 |
| Date:                | 26-Apr-23                                                 |
| Time:                | 6:30 PM                                                   |

Pursuant to Huntersville Subdivision Ordinance 6.520.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project

**For the record of attendance, please list your first and last name:**

|    |                   |    |                         |
|----|-------------------|----|-------------------------|
| 1  | Scott Hamilton    | 26 | Ken Wildman             |
| 2  | Steven Edelman    | 27 | Amanda Shuford          |
| 3  | Lou Cevetello     | 28 | Melissa Davis           |
| 4  | Patsy Shirn       | 29 | Patrick Sills           |
| 5  | Venkata Srikanth  | 30 | Martin Davis            |
| 6  | Andrew Mashburn   | 31 | Antoinette Wilson       |
| 7  | Mike Alexander    | 32 | Chris Hermans           |
| 8  | Matt King         | 33 | Rebecca White           |
| 9  | Sherry Truesdale  | 34 | Erica Baird             |
| 10 | Ron Julian        | 35 | Laura Cedrone           |
| 11 | Teresa Julian     | 36 | Bill Pugh               |
| 12 | Leshia Cortese    | 37 | Kelly Rude              |
| 13 | John Cunningham   | 38 | John O'Neil             |
| 14 | Mark Waldeisen    | 39 | Anna Maria O'Neil       |
| 15 | Patti Waldeisen   | 40 | Ashley Wiley            |
| 16 | Colleen Manno     | 41 | Lisa Tardo-Green        |
| 17 | Kevin McCabe      | 42 | Catherine Ivester-Cervo |
| 18 | Louise Zullo      | 43 | John Ivester            |
| 19 | Trish Kowalchyk   | 44 | Janice Calilung         |
| 20 | Rachel Cunningham | 45 | Brant Waldeck           |
| 21 | Jack Cunningham   | 46 | Greg Conner             |
| 22 | Steve Kowalchyk   | 47 | Lydia Conner            |
| 23 | Sheryl Semmes     | 48 | Ryan Conner             |
| 24 | Carrie Davis      | 49 | Linda Petry             |
| 25 | Shanler Helderman | 50 | Rodney Mayhew           |

# Community Meeting Attendance Log

|                      |                                                           |
|----------------------|-----------------------------------------------------------|
| Project Name:        | Lagoona Bay Beach Club                                    |
| Location of Meeting: | 1994 University City Church Drive, Huntersville, NC 28078 |
| Date:                | 26-Apr-23                                                 |
| Time:                | 6:30 PM                                                   |

Pursuant to Huntersville Subdivision Ordinance 6.520.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project

**For the record of attendance, please list your first and last name:**

|    |                   |    |                |
|----|-------------------|----|----------------|
| 51 | Christina Beattie | 76 | John Novak     |
| 52 | Jeff Shoemaker    | 77 | Cheryl Novak   |
| 53 | Renee Shoemaker   | 78 | Deanna Wolfe   |
| 54 | Holly Bernier     | 79 | Maggie Khan    |
| 55 | Andrew Chambers   | 80 | Michelle Mills |

|    |                  |
|----|------------------|
| 56 | Jacob Parra      |
| 57 | Valerie Reynolds |
| 58 | John Sheets      |
| 59 | Dasha Walker     |
| 60 | Linda Farrell    |
| 61 | Shaun Klann      |
| 62 | Kazuko Adachi    |
| 63 | Elizabeth Kruger |
| 64 | Ruth Madre       |
| 65 | Cynthia Knox     |
| 66 | Reese Golchin    |
| 67 | Scott Swafford   |
| 68 | Errol Genoio     |
| 69 | Connie Munday    |
| 70 | Diana Ruso       |
| 71 | Luis Salinas     |
| 72 | Nancy Barry      |
| 73 | Bridgett Baxter  |
| 74 | Doug Baxter      |
| 75 | John Quinn       |

|     |                    |
|-----|--------------------|
| 81  | Claudia Ogrizek    |
| 82  | Bridgett Miller    |
| 83  | Susan Lapasnick    |
| 84  | Lee Gendreau       |
| 85  | Matt Carder        |
| 86  | Willie Brownlee    |
| 87  | Richard Stonehouse |
| 88  | Nancy Stonehouse   |
| 89  | Brian Watkins      |
| 90  | Judy Watkins       |
| 91  | Stacy Davis        |
| 92  | Luke Davis         |
| 93  | Rohit Gupta        |
| 94  | James Schettiozo   |
| 95  | Tammy Merck        |
| 96  | Jamie Osborn       |
| 97  | Mark Osborn        |
| 98  | Jason Westmoreland |
| 99  | Linda Deaver       |
| 100 | Martha Jenkins     |

## Community Meeting Attendance Log

|                      |                                                           |
|----------------------|-----------------------------------------------------------|
| Project Name:        | Lagoona Bay Beach Club                                    |
| Location of Meeting: | 1994 University City Church Drive, Huntersville, NC 28078 |
| Date:                | 26-Apr-23                                                 |
| Time:                | 6:30 PM                                                   |

Pursuant to Huntersville Subdivision Ordinance 6.520.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project

**For the record of attendance, please list your first and last name:**

|     |                  |
|-----|------------------|
| 101 | Robert Bowman    |
| 102 | Melanie Griffin  |
| 103 | Warren Dragen    |
| 104 | Becky Darby      |
| 105 | Lily Tu-Boranian |
| 106 | Lynnette Krentz  |
| 107 | Darrel Krentz    |
| 108 | Chris Noessner   |
| 109 | Rachel Kirk      |
| 110 | John Weaver      |
| 111 | Allison Smith    |
| 112 | Michael Cortese  |
| 113 | Margaret Kuhn    |
| 114 | James Letts      |
| 115 | Lyle Rippetoe    |
| 116 | Frank Gammon     |
| 117 | Todd Linerode    |
| 118 | Jenna Inabinet   |

|     |                    |
|-----|--------------------|
| 126 | Lawrence Helfrich  |
| 127 | Kevin Hansen       |
| 128 | Karen Tomidy       |
| 129 | Karen Wood         |
| 130 | Karyn Jackson      |
| 131 | James Jackson      |
| 132 | Robyn Hahn         |
| 133 | Kathryn D'andrea   |
| 134 | Jay Knox           |
| 135 | Jennifer Cunninham |
| 136 | Nick O'shaughnessy |
| 137 | Brad Cleary        |
| 138 | Avery Market       |
| 139 | Annie Moker        |
| 140 | Molly Gerwe        |
| 141 | Spencer Charlet    |
| 142 | Stephen Moker      |
| 143 | Amanda Barrett     |



|     |                |
|-----|----------------|
| 119 | Barb Weis      |
| 120 | Richard Weis   |
| 121 | Aimee Rippetoe |
| 122 | Brian Stump    |
| 123 | Kate Wilson    |
| 124 | John Tomidy    |
| 125 | Dyan Coker     |

|     |                       |
|-----|-----------------------|
| 144 | Ro Lawsin             |
| 145 | Robert Knox           |
| 146 | Kelsey Gritt          |
| 147 | Jeanette Charlet      |
| 148 | Serendipity Acres LLC |
| 149 | Matt Westmoreland     |
| 150 | Barbara Meeks         |

## Community Meeting Attendance Log

|                      |                                                           |
|----------------------|-----------------------------------------------------------|
| Project Name:        | Lagoona Bay Beach Club                                    |
| Location of Meeting: | 1994 University City Church Drive, Huntersville, NC 28078 |
| Date:                | 26-Apr-23                                                 |
| Time:                | 6:30 PM                                                   |

Pursuant to Huntersville Subdivision Ordinance 6.520.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project

**For the record of attendance, please list your first and last name:**

|     |                   |
|-----|-------------------|
| 151 | Jay Lewis         |
| 152 | Shelly Lewis      |
| 153 | JoLynn Williams   |
| 154 | Taj Haynes        |
| 155 | Danna Whitman     |
| 156 | Terry Dew         |
| 157 | Riley Pennell     |
| 158 | Micaela Pennell   |
| 159 | Kari Barrentine   |
| 160 | Jason Earnhardt   |
| 161 | James Anding      |
| 162 | Erica Duke        |
| 163 | Anne Clifford     |
| 164 | Kristen Kosicki   |
| 165 | Ben Linerode      |
| 166 | Camille Linerode  |
| 167 | Henry Furches     |
| 168 | Alisia Bergsman   |
| 169 | Kristen O'Malley  |
| 170 | Tracie Hoagland   |
| 171 | Tina Caldwell     |
| 172 | Thomas McCullough |
| 173 | Patty Worrell     |
| 174 | Penny Cobb        |
| 175 | Roy Highberg      |

|     |                          |
|-----|--------------------------|
| 176 | Scott Sittler            |
| 177 | Stephanie Sittler        |
| 178 | Jeff Ross                |
| 179 | Jonelle Flynn            |
| 180 | Brittany Wisebeck        |
| 181 | Sandra Mueller           |
| 182 | Alfred Corrieri          |
| 183 | Joe Simmons              |
| 184 | Austin Wrench            |
| 185 | Suzie Chelcun            |
| 186 | Lindsay Foess            |
| 187 | Xiaoxi Lu                |
| 188 | Rob O'Connor             |
| 189 | Virginia Dewey           |
| 190 | Carey Gordon             |
| 191 | Allison Holter-Soerensen |
| 192 | Peder Holter-Soerensen   |
| 193 | Bonnie Estrada           |
| 194 | Kathy Feezor             |
| 195 | Teri Cooper              |
| 196 | Amanda Jorgensen         |
| 197 | Joel Jorgensen           |
| 198 | Mike Kayes               |
| 199 | Jennifer Griffin         |
| 200 | Brandon Schlesinger      |

## Community Meeting Attendance Log

|                      |                                                           |
|----------------------|-----------------------------------------------------------|
| Project Name:        | Lagoona Bay Beach Club                                    |
| Location of Meeting: | 1994 University City Church Drive, Huntersville, NC 28078 |
| Date:                | 26-Apr-23                                                 |

|       |         |
|-------|---------|
| Time: | 6:30 PM |
|-------|---------|

Pursuant to Huntersville Subdivision Ordinance 6.520.5 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project

**For the record of attendance, please list your first and last name:**

|     |                   |     |                  |
|-----|-------------------|-----|------------------|
| 201 | MaryLynn Kayes    | 226 | Bill Bradford    |
| 202 | Diana Roggenbauer | 227 | Dawn Bradford    |
| 203 | Hans Schmidt      | 228 | Susan Ehram      |
| 204 | David Puck        | 229 | John Ehram       |
| 205 | Kim Yingst        | 230 | John Hoyt        |
| 206 | Bill Yingst       | 231 | Stacy Hensley    |
| 207 | Dave Casavecchia  | 232 | Anjali D         |
| 208 | Mary Akins        | 233 | Brenda Schooley  |
| 209 | Cynthia Pinter    | 234 | Carey Buffington |
| 210 | Gary Knox         | 235 | Mildred Paranich |
| 211 | John McLellon     | 236 | Terry Mayes      |
| 212 | Kate Ah Hoy       | 237 | Tracy Nelson     |
| 213 | Jacko Ah Hoy      | 238 | Claudia Thuring  |
| 214 | Collin Huguley    | 239 | Kandy Estep      |
| 215 | Martha Readling   | 240 | Ed Donaldson     |
| 216 | Joe Readling      | 241 | Karen Donaldson  |
| 217 | Brenda Lord       | 242 | Paul Aiken       |
| 218 | Bill Lord         | 243 | Teresa Bragg     |
| 219 | Cindy Harris      | 244 | David Peete      |
| 220 | Patricia Torre    | 245 | Dee Jones        |
| 221 | Pam Deal          | 246 | Roberto Lorusso  |
| 222 | Brent Deal        | 247 | Nancy Crane      |
| 223 | Iuliia Ageeva     | 248 | Nick Bisho       |
| 224 | Brian Gladys      | 249 | Elaine Kerns     |
| 225 | Paul Finke        | 250 | Amber Kovacs     |

## Community Meeting Attendance Log

|                      |                                                           |
|----------------------|-----------------------------------------------------------|
| Project Name:        | Lagoona Bay Beach Club                                    |
| Location of Meeting: | 1994 University City Church Drive, Huntersville, NC 28078 |
| Date:                | 26-Apr-23                                                 |
| Time:                | 6:30 PM                                                   |

Pursuant to Huntersville Subdivision Ordinance 6.520.5 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project

**For the record of attendance, please list your first and last name:**

|     |                    |     |  |
|-----|--------------------|-----|--|
| 251 | Gatewood Campbell  | 276 |  |
| 252 | Lee Hallman        | 277 |  |
| 253 | Amy Hallman        | 278 |  |
| 254 | Linda Sherrill     | 279 |  |
| 255 | Scott Munday       | 280 |  |
| 256 | Victoria Cevetello | 281 |  |
| 257 | Elva Edmonds       | 282 |  |
| 258 | Louis Cevetello    | 283 |  |
| 259 | Christina Saladino | 284 |  |
| 260 | Louis Schwartz     | 285 |  |

|     |                 |
|-----|-----------------|
| 261 | Leslie Schwartz |
| 262 | Ashley Maylott  |
| 263 | Miss Maylott    |
| 264 | Heather Canipe  |
| 265 | Paula McClean   |
| 266 | Bob McClean     |
| 267 | Joe Marusak     |
| 268 | Lisa Woodson    |
| 269 | Sue Harrington  |
| 270 | Erin Houser     |
| 271 | Merna Hesse     |
| 272 | Ellen Brandt    |
| 273 | Kayren Black    |
| 274 | Lucy Wise       |
| 275 | Srinivas Reddy  |

|     |  |
|-----|--|
| 286 |  |
| 287 |  |
| 288 |  |
| 289 |  |
| 290 |  |
| 291 |  |
| 292 |  |
| 293 |  |
| 294 |  |
| 295 |  |
| 296 |  |
| 297 |  |
| 298 |  |
| 299 |  |
| 300 |  |





## Planning Services

4421 Stuart Andrew Blvd.

Charlotte, NC 28217

Phone: 980-343-6246

Email: [planning@cms.k12.nc.us](mailto:planning@cms.k12.nc.us)

### Town of Huntersville: Lagoon Bay Beach Club Sam Furr Road, Huntersville, NC 28078

#### **IMPACT OF THE PROPOSED DEVELOPMENT**

*Proposed Housing Units:* 250 single family detached, 501 single family attached and 432 multi-family units

*CMS Planning Area:* North

Average Student Yield per Unit: 0.5118 (single family detached) = 128

0.1812 (single family attached) = 91

0.1225 (multi-family units) = 53

This development may add 272 students to the schools in this area.

The following data is as of 20<sup>th</sup> Day of the 2022-23 school year.

| <i>Schools Affected</i> | <i>Total Classroom Teachers</i> | <i>Building Classrooms/ Teacher Stations</i> | <i>20<sup>th</sup> Day, Enrollment (non-ec)</i> | <i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i> | <i>20<sup>th</sup> Day, Building Utilization (Without Mobiles)</i> | <i>Additional Students As a result of this development</i> | <i>Utilization As of result of this development (Without Mobiles)</i> |
|-------------------------|---------------------------------|----------------------------------------------|-------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------|
| J V WASHAM ELEMENTARY   | 46.50                           | 39                                           | 810                                             | 679                                                            | 119%                                                               | 127                                                        | <b>135%</b>                                                           |
| FRANCES BAILEY MIDDLE   | 66.5                            | 57                                           | 1326                                            | 1137                                                           | 117%                                                               | 67                                                         | <b>122%</b>                                                           |
| WILLIAM AMOS HOUGH HIGH | 120.3                           | 100                                          | 2518                                            | 2093                                                           | 120%                                                               | 78                                                         | <b>124%</b>                                                           |

The total estimated capital cost of providing the additional school capacity for this new development is \$10,229,000; calculated as follows:

Elementary School: **127** x \$34,000 = \$4,318,000

Middle School: **67** x \$37,000 = \$2,479,000

High School: **78** x \$44,000 = \$3,432,000

#### **RECOMMENDATION**

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

---

**Town of Huntersville Rezoning Petition: R23-05 Lagoon Bay Beach Club; Sam Furr Road, Huntersville, NC 28078**

Summary: Water and sanitary sewer infrastructure are accessible for this rezoning boundary. If Charlotte Water services are expected throughout the boundary, this development will need to donate pipeline infrastructure to Charlotte Water. There will need to be a design review and operational considerations for public water connectivity and active filling of the lagoon (e.g., when initially filling). There is no anticipated discharge from the lagoon into the public sanitary sewer collection system.

---

Table 1: Assumed sanitary sewer discharge (gallons per day, GPD) according to NC-DEQ estimates (15A NCAC 02T .0114).

| Use Type                                  | Unit of Measure | Total Flow                   |
|-------------------------------------------|-----------------|------------------------------|
| Residential                               | 3180 bedrooms   | 206,700 GPD                  |
| Commercial w Convention Center            | 246,000 sq. ft  | 30,900 GPD                   |
| Resort Hotel                              | 200 room        | 40,000 GPD                   |
| Resort/Clubhouse Facility                 | 2000 members    | 70,000 – 120,000 GPD*        |
| <b>Total Proposed Sanitary Sewer Flow</b> |                 | <b>347,600 – 397,600 GPD</b> |

\* = more information is necessary to make final determination

### Existing Collection System

The rezoning boundary drains into the Ramah Creek trunk sanitary sewer system that eventually discharges at the county border for treatment at the Rocky River Regional Wastewater Treatment Plant owned and operated by Water and Sewer Authority of Cabarrus County (WSACC) (See Figure 1). In 2022, Charlotte Water renewed an agreement with WSACC for an increase in treatment capacity from six MGD (million gallons per day) to nine MGD. This is a capacity increase for all of Charlotte Water's WSACC service area of three MGD. Charlotte Water's WSACC service area includes properties that are in the Towns of Huntersville, Cornelius, and Davidson as well as certain areas of the City of Charlotte.

For comparison, current projections of wastewater flow from this rezoning boundary developing under existing Huntersville Rural (R) and Transitional Residential (TR) zoning range from 19,941 to 59,823 GPD. The proposed development represents a multi-fold increase ranging from 347,600 to 397,600 GPD.

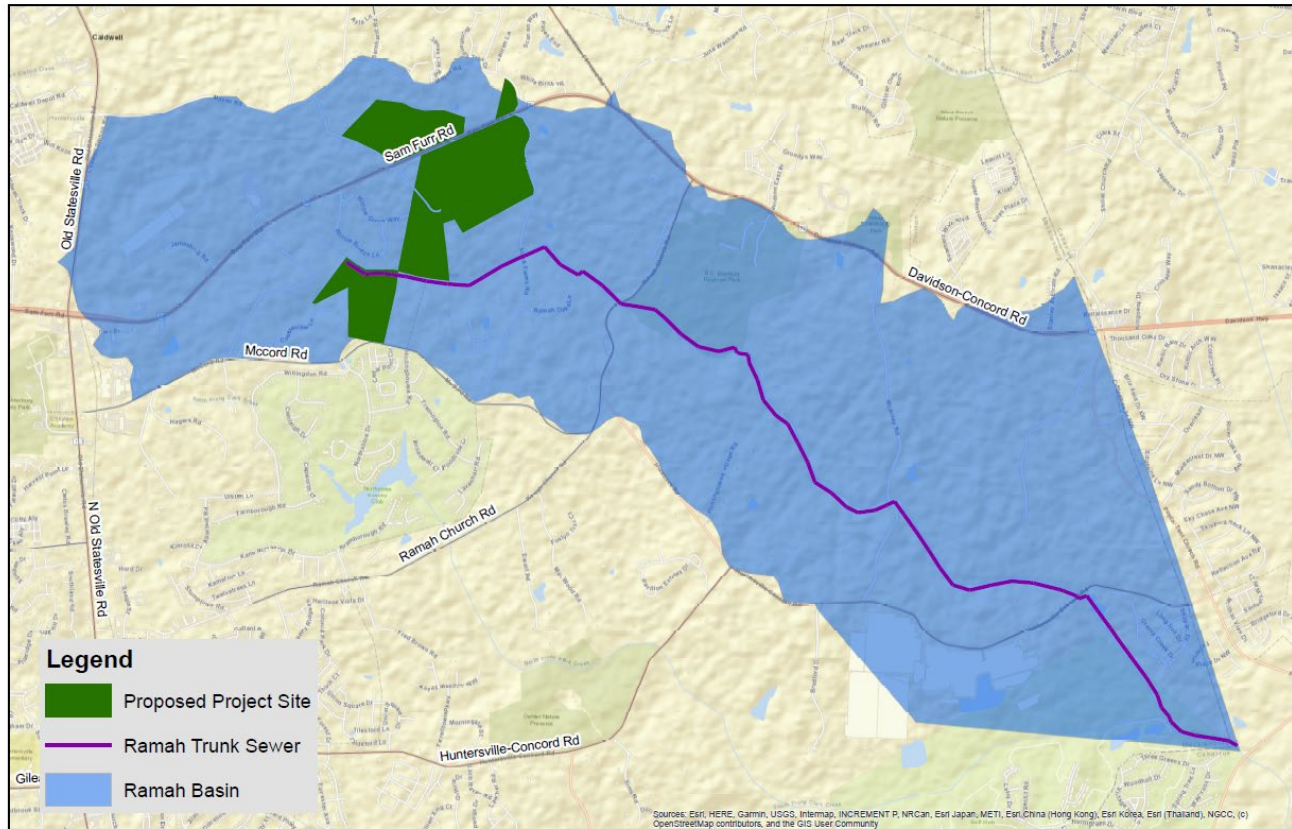


Figure 1: Service area of the Ramah Creek trunk sanitary sewer system.



**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jesse James, Senior Planner

**Date:** June 20, 2023

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

---

**EXPLAIN REQUEST:**

Consider a Decision

**ACTION RECOMMENDED:**

Decision

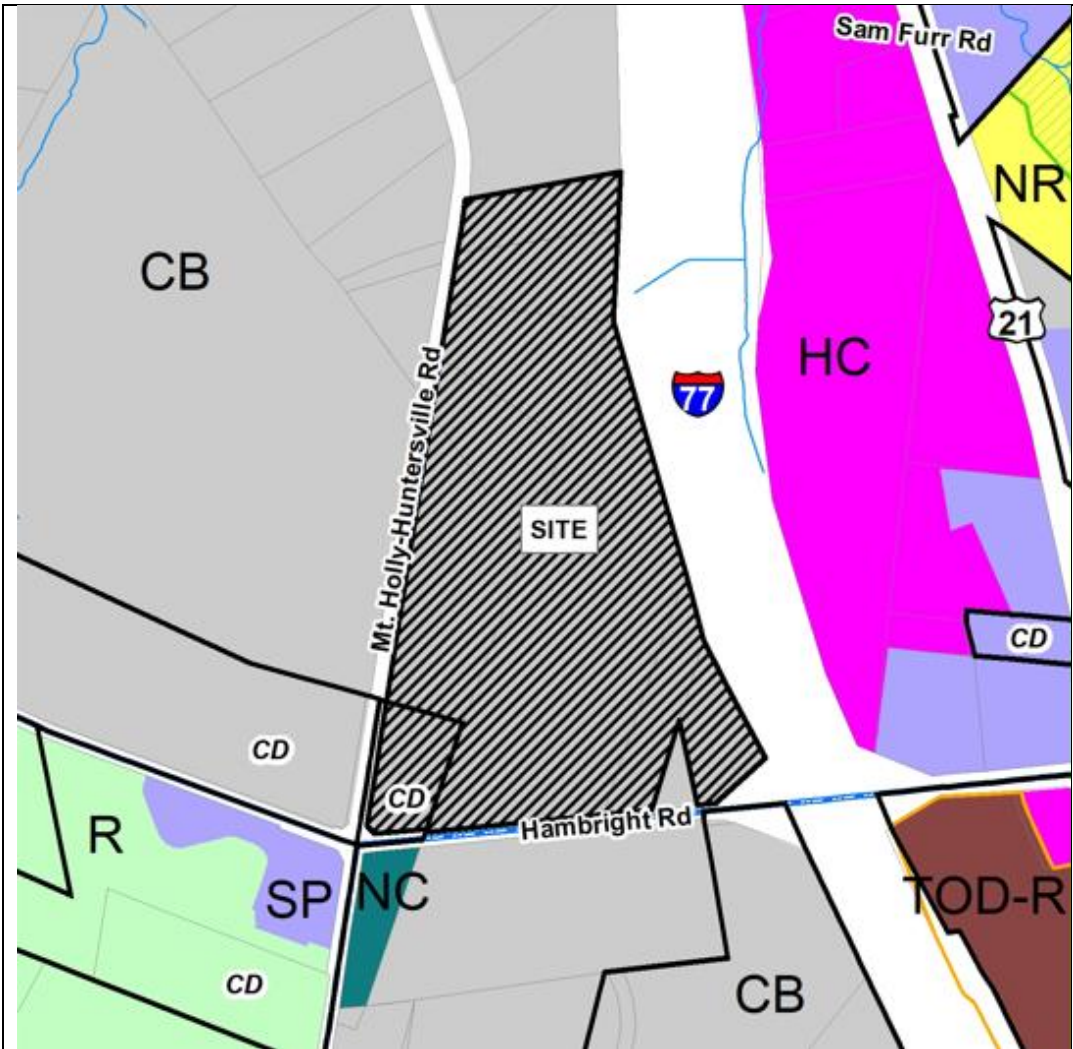
**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

1. R22-07 TB 6 20 23 Staff Report
2. TOWN\_1\_Application\_Packet\_5.11.23
3. ZoningPlans-6-8-23
4. TOWN\_1\_Presentation\_6-07-23
5. 230118ga\_Town-  
1\_Mixed\_Use\_Development\_McDowell\_Creek\_WWTP\_WTSLetter
6. TOWN 1 Neighborhood Meeting Report Package 2.21.23
7. 2023-04-13\_Town 1 Mixed Use TIA Recommended Laneage Figure

Petition R22-07  
Town 1 Mixed Use Center

PART 1: PROJECT SUMMARY



**Applicant:** Treenail Development, Inc

**Property Owner:** Multiple/see attached application.

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

**Project Size:** (+/-) 70.54 acres

**Parcel Numbers:** see above

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

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

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

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

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

East: I-77

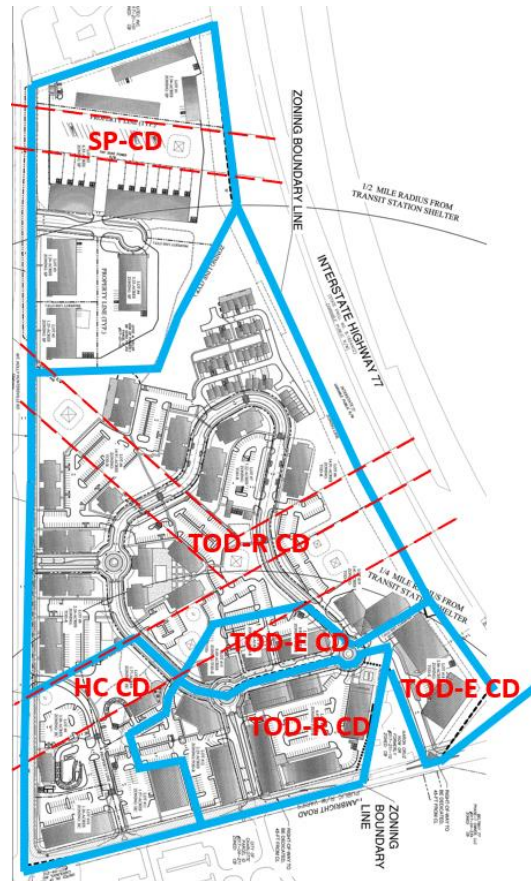
West: Corporate Business Conditional District(TCA Hambright Industrial, Warehousing/Light Industrial),  
Corporate Business(Light Industrial/Burkert USA Corp.)

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

## PART 2: REZONING/SITE PLAN



OVERALL SITE PLAN



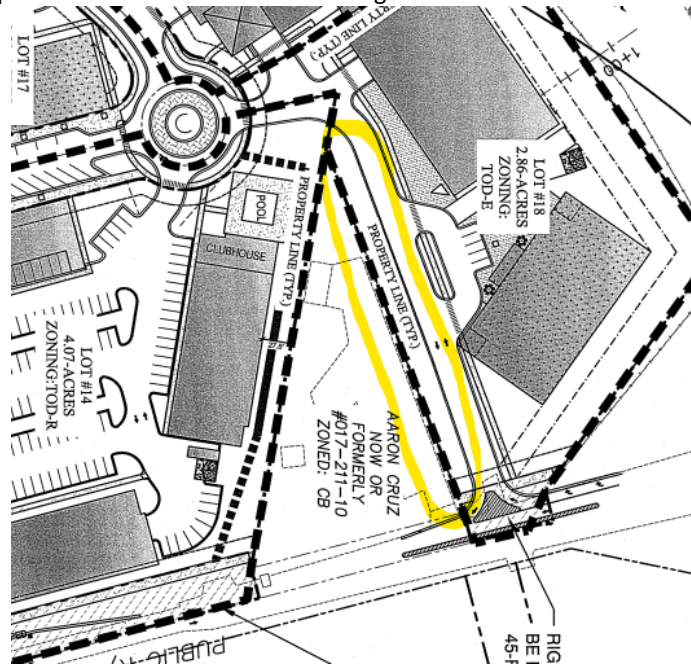
PROPOSED ZONING DISTRICTS

Significant elements of the development plan include:

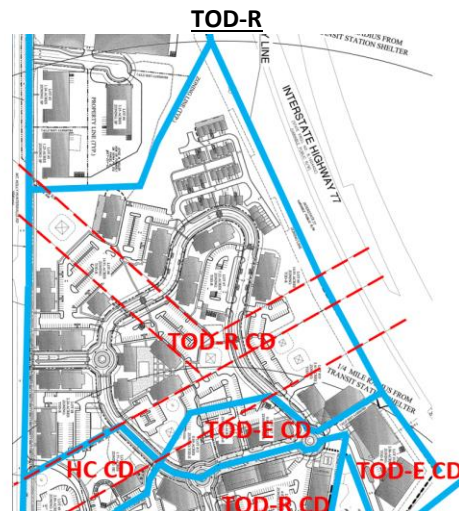
- Side-yard parking is requested as a **modification** request #1 as shown on Sheet C3 of the rezoning plan.  
*Staff Comment-* Side-yard parking is limited to a percentage of the frontage for several building lot types. The modification request is to allow it throughout due to the amount of shared parking between lots. **Staff recommends approval** with additional screening pursuant to article 7.6 as shown in the plan.
- **Modification** request #2 to allow for disturbance/grading in the I-77 buffer if such disturbance does not encroach more than 20 feet into the buffer while providing a buffer mitigation in accordance with article 7.5 of the zoning ordinance.  
*Staff Comment-* The required I-77 buffer per zoning ordinance is 50 feet undisturbed. The applicant has determined that no tree save(specimen) trees will be removed in the section directly adjacent to I-77, and that the buffer disturbed will be replanted per ordinance standards. **Staff recommends approval.**
- Street Layout- Public Streets are provided throughout the TOD-R and TOD-E portions with no cul-de-sacs. The SP portion of the development has an approximate 380-foot public street ending in a cul-de-sac (modification request detailed herein). As seen on the overall site plan above blocks are divided with roundabouts and pedestrian pathways with no block exceeding 500 feet. The street system provides traffic calming methods with curvatures and roundabouts.



- Parcel #01721110 as seen below is not included in this plan, however, if this parcel is developed in the future, it will need commercial access. That would need to be internal to the site and shared with the adjacent Town 1 Lot 18. The applicant has added a note on the site plan and cover sheet notes allowing internal access if the site is developed in the future.



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

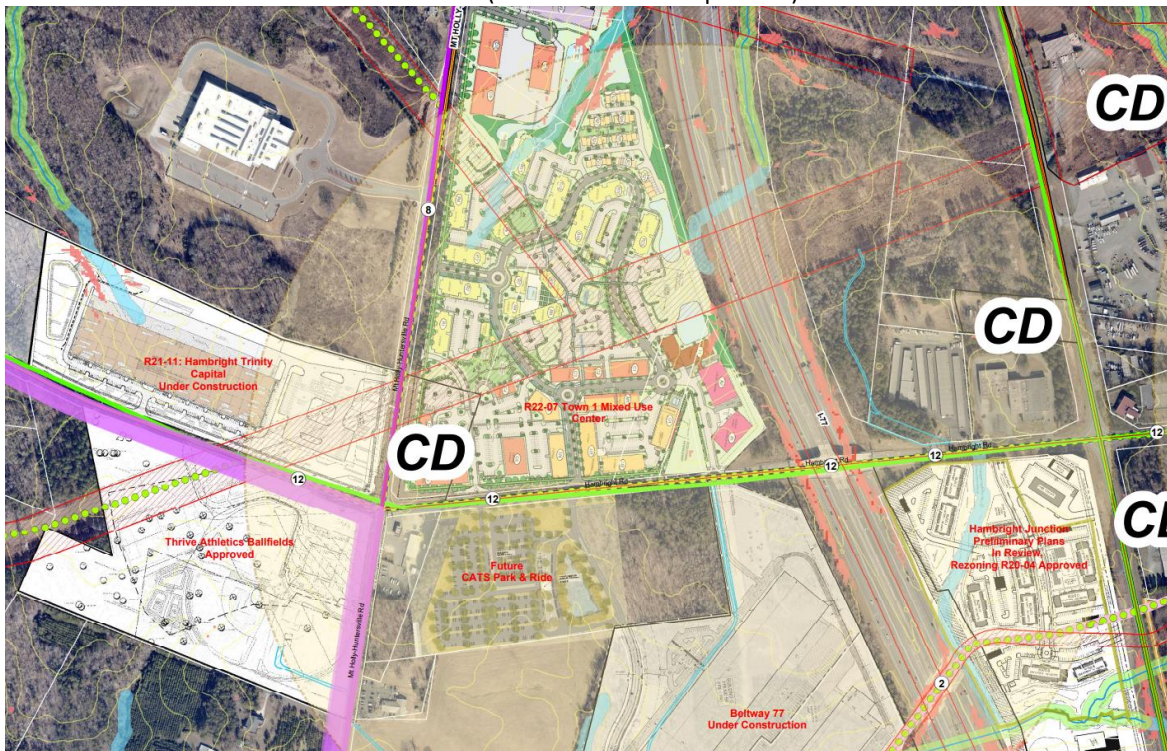


The proposed Multi-Zoned Conditional District Rezoning Plan is generally compliant with the zoning regulations apart from several modification requests included previously. Significant elements of the **TOD-R** portion include:

- Plan sheet C8 shows the proposed Zoning Boundaries of the four districts. The TOD-R portion includes 21 Multi-Family Buildings (747 total units) with a mixed-use component on one side of the pedestrian village (24 of the 747 multi-family

units), and 37 townhome multi-family units (of the 747 total). The TOD-R portion of the development provides 1257 parking spaces which exceeds the required amount of 747 spaces.

- **Intent of TOD-R:** The transit-oriented residential district is established to support higher density residential communities that include a rich mix of retail, restaurant, service, and small employment uses within a pedestrian village format. Land consuming uses, such as large lot housing and large retail outlets are excluded from this district. The TOD-R may be located on developable and re-developable parcels generally found within the 1/2 mile catchment area of designated rapid transit station sites. Nothing in these regulations shall preclude application of the TOD-R beyond the 1/2 mile radius when site-specific development plans demonstrate efficient resident access to a rapid transit station. The district establishes a primarily residential village within a 10-minute walk of a designated rapid transit station that serves a residential population of sufficient size to constitute an origin and destination for purposes of rapid transit service.
  - **Staff Comments-** As shown in the site plans above, this TOD-R section includes all of the elements of the intention of the district listed above including establishing a residential village within a 10 minute walk of the future CATS Transit Park and Ride. (seen in Context Map below)

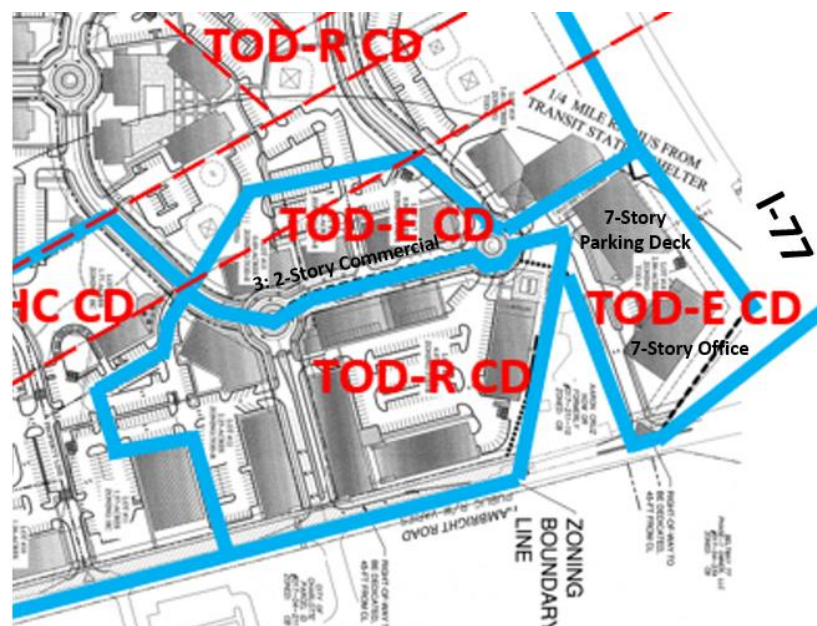


- All of the parcels within this district are within ½ mile catchment area of the transit station.
- The plans include higher density residential, mix of retail, restaurant, service, and small employment uses within a pedestrian village format.
- No large lot housing or retail outlets are included, per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





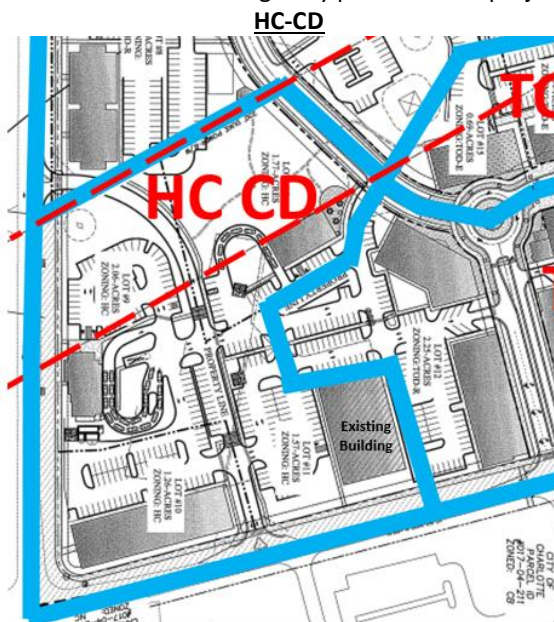
- Within a TOD-R zoning district, a minimum average density of 15 dwelling units per acre shall be achieved, while not exceeding 40 DUA. This plan meets this providing 21.90 dwellings per acre.
- When designing the site, higher densities (18 du/a and greater) should be concentrated within approximately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



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

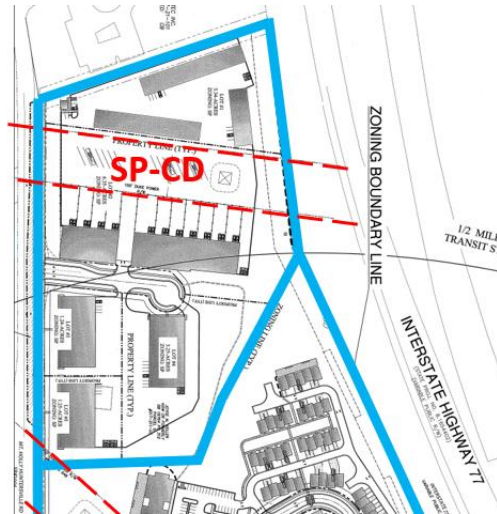


- The TOD-E portion of the development includes a 7-story office building, a 7-story parking deck, and 3, 2-story commercial use buildings with 307 provided parking spaces out of the 179 required. The maximum number of allowed parking spaces in this TOD-E plan is 358 spaces.
- **Intent of TOD-E-** The transit-oriented employment district is established to accommodate general office uses and office support services in a highly pedestrianized setting. General office, characterized by 40 to 70 employees per acre, is the predominant use. Uses that employ relatively few workers, such as warehousing and distribution, are excluded from this district. The TOD-E may be located on developable parcels within the 1/2 mile catchment area of rapid transit stations. The district establishes an employment node within a 10-minute walk of a designated transit rapid station that serves a workforce of sufficient size to constitute a destination for purposes of rapid transit service.
  - Staff Comment- The proposal accommodates general office uses in a pedestrian setting. As seen above lot 18 provides a 7 story office building which is well within 1/2 mile and less than a 10 minute walk to the proposed CATS transit station.
  - There are no uses proposed that employ relatively few employees such as warehousing or distribution.
- **Modification Request-** Request #5 "Massing requirements pursuant to the ordinance are waived for the buildings on lot 18 Per ordinance subsection 3.2.13(d)(2)(a) new buildings are expected to exceed the scale and volume of existing buildings but shall demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. Lot 18 shown below and the 2 buildings within it will not meet this provision as the proposed massing will not vary to reduce the perceived scale and volume. The property between lots 18 and 14 is an existing one-story single family residential unit. The two buildings included in lot 18 are a 7-story office building and 7-story parking deck.  
Staff Comment- Future Land Use Policy LU-8.3 "Consider ways to encourage transit-supportive development proximal to future CATS Bus Rapid Transit (BRT) stations". The TOD-E proposed does just this, but for it to be a viable option the development needs the density incorporated. **Staff recommends approval** of this modification request.
- The lower portion of the TOD-E District proposed, including lots 15, 16, and 17 are within the pedestrian mixed use retail/service village. Per section 3.2.14 (C) of the zoning ordinance allows retail, restaurant, bars and taverns, personal services, clinics and similar workplace support uses up to 20 percent of first floor area of any building, or of a multi-building project taken as a whole. The conceptual plan contemplates 564,600 square feet of total first floor area. The buildings within the TOD-E district on lots 15,16,17, and 18 may include up to 112,920 square feet of these types of uses.
- The minimum FAR is .35 in this district per the zoning ordinance and the preferred range is .5 to 1.5. The proposed FAR is .53 for lot 15, .46 for lot 16, .75 for lot 17, and 1.0 for lot 18. All but lot 16 is within the preferred range but all meet the minimum requirements of .35.
- **Modification request #6-** Vertical parking may serve TOD-E and TOD-R portions of the project and parking may be completed prior to the completion of all of the improvements such parking is intended to serve.  
Staff Comment- The TOD-E ordinance includes a minimum and maximum parking requirement. This request allows portions of the development to go over the maximum allowed during early phases of the project. **Staff recommends approval.**



Significant elements of the HC portion of the plan include:

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

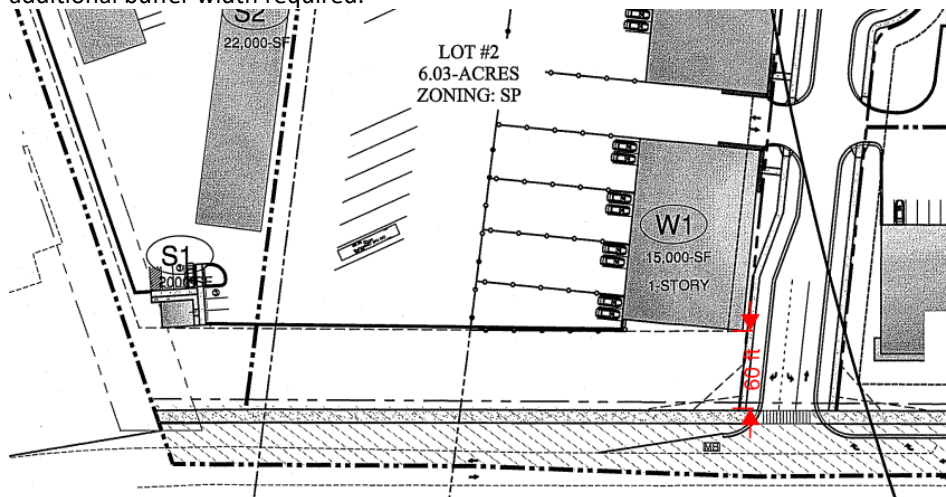


Significant elements of the SP portion of the plans include:

- This proposed district includes lots 1-5 of 19 of the plan and is intended for warehousing, flex space, outdoor storage, and other commercial uses. The layout is schematic in nature and generally meets the zoning ordinance requirements with exception of these **modifications**:

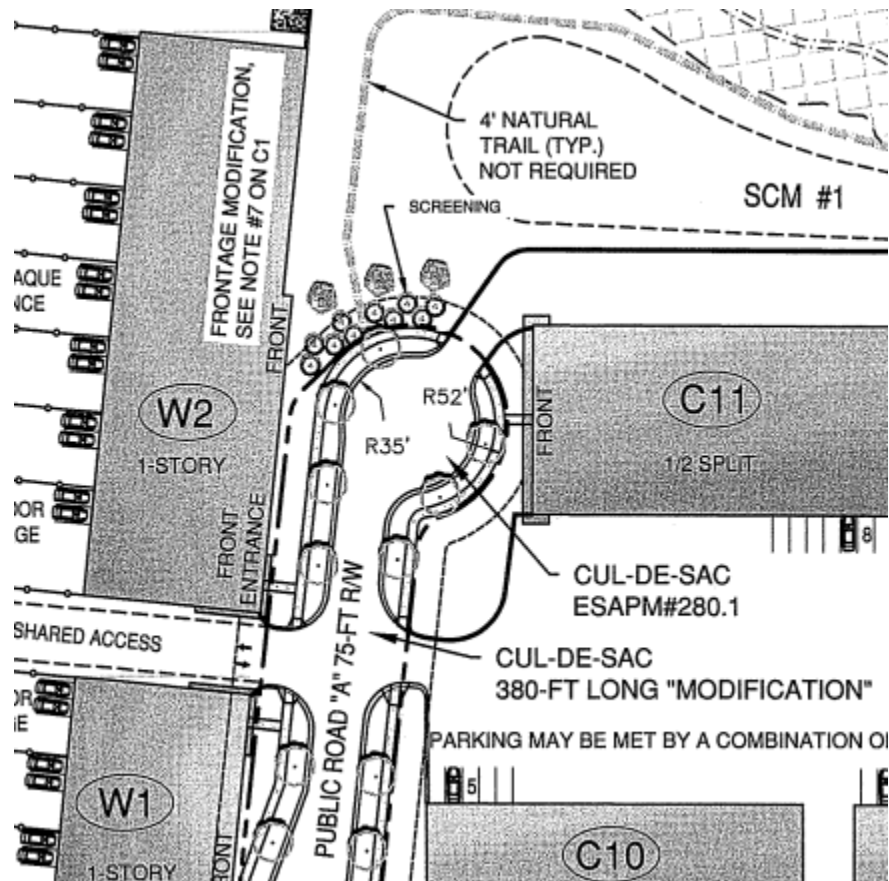
- The required buffer along Mt. Holly Huntersville Road is 80 feet, the applicant has requested this be reduced down to a 60 foot **modification (request #3)** (as seen below).

**Staff Comment:** Staff recommends approval since the applicant has provided adequate screening in lieu of the additional buffer width required.



- **Modification request #7-** (seen below)- Request modification from articles 4.1 and 4.2 of the ordinance which states that Workplace Buildings should relate the principal façade to the sidewalk and public space of the street. The proposal does not front the entire building frontage on the proposed Public Street A.

**Staff Comments-** Staff recommends approval as the applicant will provide additional screening to the portion of the building that does not address the street frontage. The portion that does address Public Road A meets the architectural standards of the ordinance, and is internal to the development.



- Modification Request #4-** Public Road A is proposed as a 380-foot road ending in a cul-de-sac. The subdivision ordinance allows cul-de-sac in urban conditions at a maximum of 350-feet. The applicants are requesting a **modification** to allow this linear distance to be increased.  
Staff comment- **Staff recommends approval** as this proposed road is just to provide access to internal buildings in the SP section of the development only.

### PART 3: TRANSPORTATION ISSUES

#### Traffic Impact Analysis (TIA)

The following improvements have been identified in the TIA dated April 13, 2023, and subsequent coordination with NCDOT as of June 12, 2023 to mitigate the impact of the proposed Town 1 Development under 2027 build-out conditions:

#### **Hambright Road (SR 2117) and Mt. Holly-Huntersville Road (SR 2004)**

- Extension of the northbound left-turn lane along Mt. Holly-Huntersville Road (SR 2004) to provide 375 feet of storage.
- Construction of a southbound right-turn lane along Mt. Holly-Huntersville Road (SR 2004) with 100 feet of storage.
- Restriping of the existing southbound left-turn lane and TWLTL to provide 400 feet of storage.
- Coordination with the adjacent signals along Hambright Road (SR 2117)

#### **Hambright Road (SR 2117) and Statesville Road (US 21)**

- Additional northbound left-turn lane along Statesville Road (US 21) to create dual left-turn lanes with 375 feet of storage
- Additional westbound receiving lane along Hambright Road (SR 2117) extending to the I-77 Express Lanes
- Coordination with the adjacent signals along Hambright Road (SR 2117)
- Remove the original TIA recommendation to restripe the proposed (by others) westbound right turn lane to a through-right shared lane.

#### **Hambright Road (SR 2117) and I-77 Express Lanes**



Coordination with the adjacent signals along Hambright Road (SR 2117)

**Hambright Road (SR 2117) and Access 1**

Construction of a westbound right-turn lane along Hambright Road with 125 feet of storage.

Construction of the southbound approach of Access 1 with one ingress lane, one egress lanes, stop control, and an internal protected stem (IPS) of 100 feet.

**Hambright Road (SR 2117) and Access 2**

Installation of a traffic signal coordinated with the adjacent signals along Hambright Road (SR 2117)

Installation of a pedestrian crosswalk at the signal to provide access to the CATS Park and Ride

Construction of the southbound approach of Access 2 with one ingress lane and two egress lanes – a dedicated left-turn and a shared through-right lane

Restriping the existing two-way left turn lane along Hambright Road (SR 2117) on the eastbound approach to provide a dedicated left-turn lane with 100 feet of storage.

Construction of a westbound right-turn lane along Hambright Road (SR 2117) with 125 feet of storage

**Hambright Road (SR 2117) and Access 3**

Construction of the southbound approach of Access 3 with one ingress lane, one egress lane, stop control, and an IPS of 100 feet.

**Mt. Holly-Huntersville Road (SR 2004) and Access 4**

Construction of a northbound right-turn lane along Mt. Holly-Huntersville Road with 100 feet of storage.

Construction of a left-over with a southbound left-turn lane along Mt. Holly-Huntersville Road (SR 2004) with 125 feet of storage.

Construction of the westbound approach of Access 4 with one ingress lane, one egress lane, stop control, and an IPS of 100 feet.

**Mt. Holly-Huntersville Road (SR 2004) and Access 5**

Construction of a northbound right-turn lane along Mt. Holly-Huntersville Road with 100 feet of storage.

Restripe the TWLTL to become a southbound left-turn lane along Mt. Holly-Huntersville Road with 125 feet of storage.

Construction of the westbound approach of Access 5 with a single ingress lane, two egress lanes, stop-control, and an IPS of 200 feet.

**Mt. Holly-Huntersville Road (SR 2004) and Access 6**

Construction of a southbound left-turn lane along Mt. Holly-Huntersville with 100 feet of storage.

Construction of a northbound right-turn lane along Mt. Holly-Huntersville with 100 feet of storage.

Construction of the westbound approach of Access 6 with a single ingress lane, dual egress lane, and an IPS of 125 feet.

|                                  |
|----------------------------------|
| <b>PART 4: REZONING CRITERIA</b> |
|----------------------------------|

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

2040 Huntersville Community Plan



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

- LU 1.1: Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans.  
Staff Comment: This site is within a Mixed-Use Center as referenced by the 2040 Huntersville Community Plan. Mixed-Use Centers contain vertical mixed-use along key frontages. New development includes wide sidewalks, buildings are close to the street with high levels of transparency, and parking is in the rear. A mix of housing is allowed, including urban options throughout (apartments, townhomes, cottage homes, etc.). This plan proposes a Mixed-Use center of its own with a pedestrian village with a mix of apartments, services, retail, and office space. A mix of housing is proposed with vertical apartment style homes, walk up apartments, and townhomes.
- LU-2: Encourage residential development that follows the pattern outlined in the future land use map.  
-LU 2.1: Higher intensity residential uses will be focused generally within two miles of the I-77  
Staff Comment: This proposal uses TOD-R and TOD-E standards which call out higher intensity, urban style housing which will be easily accessible to the Future CATS park and ride lot as well as I-77, which is adjacent to the property. Hambright Road includes an Express Lane to I-77 interchange.
- LU 5.1: Allow more intense development only where transportation infrastructure and utilities already exist.  
Staff Comment: Same comment as with LU 2.1. This plan exemplifies this land use recommendation with its proximity to 2 major thoroughfares, future CATS park and ride, and I-77.
- LU 6.1: A mix of land uses is encouraged in Mixed Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.  
Staff Comment: This plan is within a Mixed Use Center and incorporates retail, employment, service, residential, and other commercial uses.
- LU 7.1: Require all new development to adhere to the following design principles:
  - In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:
  - All buildings shall front a public street or open space.
  - Streets should be connected, have short blocks and sidewalks on both sides of streets.
  - Improve connectivity, particularly for pedestrians and vehicles.
  - Parking lots, if required, should be predominately located behind buildings screened from view and larger lots should be broken by buildings and or landscape features.

- Accommodate a mix of uses and/or housing types.

Staff Comment: Staff has worked with the applicant to incorporate these design principles throughout the conditional rezoning process and believe the latest plan generally meets these.

- LU 8.1: Continue to emphasize form and flexibility in development regulations for Mixed-Use Centers.
  - The current zoning ordinance has basic form-based standards with flexibility built-in. Key elements include allowing multiple types of land uses, a mix of uses, minimal setbacks, and parking requirements.

Staff comment: This proposal has use flexible guidelines from the ordinance including minimizing parking within the TOD-R portion of the development, mixing of land uses, and using design elements to vary setbacks/build to lines.

- LU 8.3: Encourage transit-supportive development. Consider ways to encourage transit-supportive development proximal to future CATS Bus Rapid Transit (BRT) stations.

Staff Comment: As seen in detail above, this development is possible through the ordinance's allowance of transit oriented development which is encourages development of this kind next to the future CATS park and ride station.

- EV 1.3: Inventory and protect strategic development sites. Allow new commercial or multi-family land uses in Employment Centers only if they are complimentary and do not jeopardize large employment sites' viability.

Staff Comment: This site is within the Employment Center future land use type but also within a Mixed Use Center. The plan has a good mix of multi-family as well as commercial uses mixed with employment uses, including introducing a TOD-E district.

- T 1.2: Prioritize connecting Mixed-Use Centers to Activity Centers and other destinations throughout Town with transit.
- T 1.3: Encourage transit-supportive development within Mixed-Use Centers and the Community Core areas to expand existing Express Bus Routes.

Staff Comment: The plan will include 10-foot side paths along the two existing major throughfares, linking them with internal pedestrian corridors and paths and the CATS Station across Hambright Road.

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

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

STAFF COMMENT:

The proposal is not consistent with the overall existing development as there are smaller scale commercial uses, single-family homes and larger employment center facilities nearby. It does however complement those same employment center facilities by adding housing, retail, and other service uses in the vicinity. This does meet 2040 Future Land Use goals as well.

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

STAFF COMMENT:

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

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

STAFF COMMENT:

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

## **PART 5: STAFF RECOMMENDATION**

In considering the proposed rezoning petition R22-07, Town 1 Mixed Use Center, staff recommends approval with the condition that any remaining minor staff comments and TIA comments are addressed prior to the stamped approval. The proposal is consistent with the Huntersville 2040 Community Plan policies LU 1.1, 2, 5.1, 6.1, 7.1, 8.1, 8.3, EV 1.3, T1.2, and T1.3.

It is reasonable and in the public interest to rezone the approximate 70.54 acres described herein as the proposal is consistent with the envisioned use and development patterns set forth in the 2040 Community Plan. The proposed rezoning plan meets the intent of



the four districts requested in a cohesive manner as one development and the seven modification requests are in keeping with the spirit of Town ordinances.

#### **PART 6: PUBLIC HEARING COMMENTS**

A Public Hearing was held on May 1, 2023. See meeting minutes for more detail.

#### **PART 7: PLANNING BOARD RECOMMENDATION**

The Planning Board met on May 23, 2023 with a unanimous 9-0 vote in favor of the proposed rezoning/sketch plan. S. Hensley made a Motion to recommend Approval of R22-07 Town 1 Mixed Use Center including requested modifications and subject to the following conditions. Modification request number one: side yard parking. Allow side yard parking on lots 6, 7, 8, 13, 18, 19 which is subject to final staff review and approval. Additional screening shall be provided in accordance with sheet C5 of the rezoning plan. Modification request number two: 177 buffer disturbance. Allow up to a 20-foot buffer disturbance in the 177 buffer for grading including a portion along Hambright Road, provided an alternative buffer yard plan is submitted in accordance with section 7.5 of the ordinance. Modification request number three: buffer reduction along Mt.Holly-Huntersville Road. Allow buffer to be reduced to 60 feet subject to screening and buffering as shown in submitted plans. Modification request number four: cul-de-sac distance. The distance between the cul-de-sac located at public road A and the right-of-way of Mt. Holly Huntersville Road may be increased to 380 feet. Modification number five: massing requirements. Waive massing requirements for the building on lot 18. Modification number six: vertical parking structure. Vertical parking may serve the TOD-E and TOD-R portions of the project. Parking may be completed prior to the completion of all the improvements such parking is intended to serve. Modification number seven: building façade requirements for building W2. No building entrance shall be required to be constructed on and no sidewalk shall be required along the portion of building W2 that does not front on the cul-de-sac and driveway adjoining building W2 subject to staff approving detailed renderings of the building frontage. All remaining staff comments, conditions, and all TIA comments are addressed. The proposal is consistent with the Huntersville 2040 Community Plan, specifically policies LU 1.1, 2, 5.1, 6.1, 7.1, 8.1, 8.3, EV1.3, T1.2, T1.3. It is reasonable and in the public interest to rezone the approximately 70.54 acres identified on the submitted plans as it is consistent with the envisioned use and development pattern set forth in the 2040 Community Plan. The location of the proposed development can support the increased density through the proximity to two major thoroughfares, future CATS park and ride facility, and I77. The proposed rezoning plans meet the intent of the four districts requested, the applicable provisions on the zoning ordinance, and together as one development plan in a cohesive manner. F. Gammon seconded the motion.

#### **PART 8: TOWN BOARD RECOMMENDATION**

Town Board Meeting is scheduled for June 20, 2023.

#### **PART 9: ATTACHMENTS**

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

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

| Planning Department                                                                                                                                                                                                                                                                                                            | Planning Board                                                                                                                                                                                                                                                                                                           | Board of Commissioners |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| APPROVAL: In considering the proposed rezoning petition R22-07, Town 1 Mixed Use Center, staff recommends approval if remaining minor staff comments and TIA comments are addressed. The proposal is consistent with the Huntersville 2040 Community Plan policies LU 1.1, 2, 5.1, 6.1, 7.1, 8.1, 8.3, EV 1.3, T1.2, and T1.3. | APPROVAL: S. Hensley made a Motion to recommend Approval of R22-07 Town 1 Mixed Use Center including requested modifications and subject to the following conditions. Modification request number one: side yard parking. Allow side yard parking on lots 6, 7, 8, 13, 18, 19 which is subject to final staff review and | APPROVAL:              |

It is reasonable and in the public interest to rezone the approximate 70.54 acres described herein as the proposal is consistent with the envisioned use and development patterns set forth in the 2040 Community Plan. The proposed rezoning plan meets the intent of the four districts requested in a cohesive manner as one development and the seven modification requests are in keeping with the spirit of Town ordinances.

approval. Additional screening shall be provided in accordance with sheet C5 of the rezoning plan. Modification request number two: 177 buffer disturbance. Allow up to a 20-foot buffer disturbance in the 177 buffer for grading including a portion along Hambright Road, provided an alternative buffer yard plan is submitted in accordance with section 7.5 of the ordinance. Modification request number three: buffer reduction along Mt.Holly-Huntersville Road. Allow buffer to be reduced to 60 feet subject to screening and buffering as shown in submitted plans. Modification request number four: cul-de-sac distance. The distance between the cul-de-sac located at public road A and the right-of-way of Mt. Holly Huntersville Road may be increased to 380 feet. Modification number five: massing requirements. Waive massing requirements for the building on lot 18. Modification number six: vertical parking structure. Vertical parking may serve the TOD-E and TOD-R portions of the project. Parking may be completed prior to the completion of all the improvements such parking is intended to serve. Modification number seven: building façade requirements for building W2. No building entrance shall be required to be constructed on and no sidewalk shall be required along the portion of building W2 that does not front on the cul-de-sac and driveway adjoining building W2 subject to staff approving detailed renderings of the building frontage. All remaining staff comments, conditions, and all TIA comments are addressed. The proposal is consistent with the Huntersville 2040 Community Plan, specifically policies LU 1.1, 2, 5.1, 6.1, 7.1, 8.1, 8.3, EV1.3, T1.2, T1.3.

It is reasonable and in the public interest to rezone the approximately 70.54 acres identified on the submitted plans as it is consistent with the envisioned use and development pattern set forth in the 2040 Community Plan. The location of the proposed development can support the increased density through the proximity to two major thoroughfares, future CATS park and ride facility, and I77. The proposed rezoning plans meets

|  |                                                                                                                                                                                                 |         |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
|  | <u>the intent of the four districts requested, the applicable provisions on the zoning ordinance, and together as one development plan in a cohesive manner. F. Gammon seconded the motion.</u> |         |
|  | DENIAL:                                                                                                                                                                                         | DENIAL: |





# General Application

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

## 1. Application Type

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

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

SUBDIVISION CATEGORIES: Per the  
Huntersville Subdivision Ordinance

- ☒ Sketch Plan
- ☐ Preliminary Plan
- ☐ Final Plat (Includes Minor Subdivision)
- ☐ Exempt Subdivision
- ☐ Final Plat Revision
- ☐ Farmhouse Cluster

## 2. Project Data

Date of Application 11/17/22

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

Project Address 11101 Hambright Rd. Huntersville, NC 28078

Parcel Identification Number(s) (PIN) See Attached

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

Property Size (acres) 70.54-ac Street Frontage (feet) 4045 ft. - Hambright/Mt Holly  
2630 ft. - Interstate 77

Current Land Use Residential/Commercial

Proposed Land Use(s) Mixed Use

Is the project within Huntersville's corporate limits?

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

## 3. Description of Request

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

See Attached

## 4. Site Plan Submittals

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

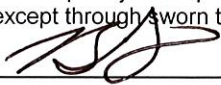
## 5. Outside Agency Information

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

## 6. Applicant

Printed Name Treenail Development, Inc. Phone 7046994565  
☒ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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

Signature  Printed Name: Benjamin L. Geisler

Title President Email ben@treenailinc.com

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

## 7. Property Owner (if different than applicant)

\*Printed Name See Attached Phone \_\_\_\_\_  
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner \_\_\_\_\_

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

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

## 8. Development/Design Firm Contact Information

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

## Contact Information

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

### **Parcel ID Numbers**

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



## JOINDER OF AND CONSENT TO APPLICATION

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

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

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

1. **Joinder.** The Owner does, on behalf of himself and his successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of himself, his heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of himself, and his successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

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

**OWNER:**

John W. Dellinger

Printed Name: John W. Dellinger

Address: 5226 Drake Cove Rd., Huntersville, NC 28078

Date: 11/22/2022

## JOINDER OF AND CONSENT TO APPLICATION

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

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

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

1. **Joinder.** The Owner does, on behalf of himself and his successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of himself, his heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of himself, and his successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]



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

**OWNER:**

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

  
\_\_\_\_\_  
Joseph T. Logano, Manager

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

Date: 11/29/22\_\_\_\_\_

## JOINDER OF AND CONSENT TO APPLICATION

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

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

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

1. **Joinder.** The Owner does, on behalf of itself and its successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of itself, its heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

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

**OWNER:**

**HAMBRIGHT PARTNERS, LLC,**  
a North Carolina limited liability company



\_\_\_\_\_  
Ben Geisler, Manager

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

Date: 11.29.22



## JOINDER OF AND CONSENT TO APPLICATION

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

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

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

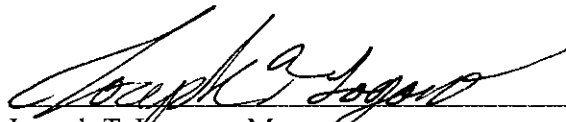
1. **Joinder.** The Owner does, on behalf of itself and its successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of itself, its heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

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

**OWNER:**

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

  
\_\_\_\_\_  
Joseph T. Logano, Manager

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

Date: 11/29/22\_\_\_\_\_

## JOINDER OF AND CONSENT TO APPLICATION

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

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

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

1. **Joinder.** The Owner does, on behalf of itself and its successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of itself, its heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]



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

**OWNER:**

**SB LAND, LLC,**  
a North Carolina limited liability company

  
\_\_\_\_\_  
Joseph T. Logano, Manager

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

Date: 11/29/22

## JOINDER OF AND CONSENT TO APPLICATION

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

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

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

1. **Joinder.** The Owner does, on behalf of itself and its successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of itself, its heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

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

**OWNER:**

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

|                      |                                                                 |
|----------------------|-----------------------------------------------------------------|
| <i>Sheldon Rhyne</i> | dotloop verified<br>11/29/22 11:21 AM EST<br>LJW-JWWB-PBCO-3AXI |
|----------------------|-----------------------------------------------------------------|

Sheldon Todd Rhyne, Manager

Address: 3101 Valentine Lane, Charlotte, NC 28270

Date: 11/29/2022



## JOINDER OF AND CONSENT TO APPLICATION

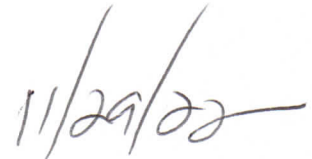
29 This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this day of November, 2022, by John W. Benjamin and Elaine S. Benjamin ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the TOWN 1 – Mixed Use Center filed, or to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

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

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

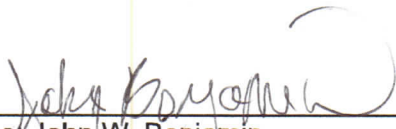
1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, and their successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of themselves, and their successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

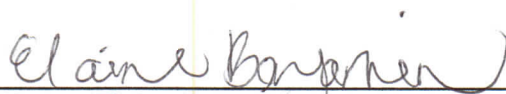
[SIGNATURES ON FOLLOWING PAGES]



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

**OWNER:**

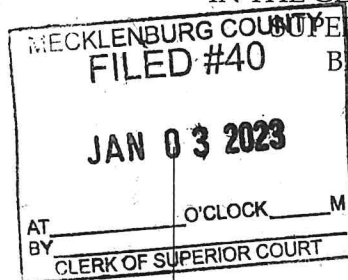
  
\_\_\_\_\_  
Printed Name: John W. Benjamin  
Address: 720 Foster Rd., Cleveland, NC 27103  
Date: 11/29/22

  
\_\_\_\_\_  
Printed Name: Elaine S. Benjamin  
Address: 720 Foster Rd., Cleveland, NC 27103  
Date: 11/29/22

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

COUNTY OF MECKLENBURG



BEFORE THE CLERK

23612

In the Matter of the Estate of

Joyce M. Keller,

CONSENT ORDER

Incompetent Person.

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

1. The Petitioner was appointed by order of this Court dated the 24<sup>th</sup> day of February, 2022.
2. On the 27<sup>th</sup> day of May, 2005, Joyce McKinney Keller executed a revocable declaration of trust (the "Trust"), a copy of which was attached to the Petition as Exhibit A.
3. The Trust currently owns that certain real property more commonly known as 11620 Mt. Holly-Huntersville Road, Huntersville, North Carolina (currently having Mecklenburg County PIN: 01721103).
4. In accordance with the provisions of Article I and Article IX of the Trust, the successor Trustees designated in the event of Ms. Keller's incapacity are her daughter, Susan K. Allison, and her grandson, Robert James Henderson, IV.
5. Susan K. Allison predeceased Ms. Keller.
6. Robert James Henderson, IV resigned as Trustee effective the 30<sup>th</sup> day of November, 2022. A copy of such resignation was attached to the Petition as Exhibit B.
7. In accordance with the provisions of Article XVI of the Trust, Ms. Keller reserved the right to appoint a successor Trustee.
8. In accordance with the provisions of Article V of the Trust, Ms. Keller reserved the right to amend the Trust.
9. The Petitioner is seeking this Court's approval to appoint Louise S. Stokes to serve as successor or substitute Trustee to serve without bond.
10. Louise S. Stokes is the niece of Ms. Keller.
11. Such appointment is in the best interest of Ms. Keller, is necessary to allow for the continued administration of the Trust, and is otherwise appropriate under N.C. Gen. Stat. §35A-1251(24).
12. This matter is properly before the Court.



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

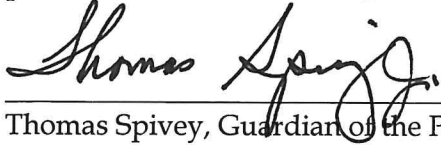
Based upon the foregoing FINDINGS OF FACT and CONCLUSIONS OF LAW, IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Louise S. Stokes shall serve as successor or substitute Trustee to serve without bond.

This the 3 day of January, 2023.

  
\_\_\_\_\_  
Ann Clerk of Superior Court

CONSENTED:

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

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

\_\_\_\_\_  
Robert James Henderson, IV, individually

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

By: \_\_\_\_\_

Erin Delehanty, its Interim Treasurer

CONSENTED:

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

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



\_\_\_\_\_  
Robert James Henderson, IV, individually

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

By:

\_\_\_\_\_  
Erin Delehanty, its Interim Treasurer

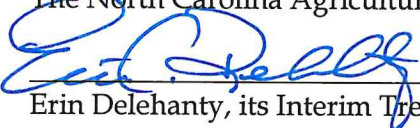


CONSENTED:

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

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

\_\_\_\_\_  
Robert James Henderson, IV, individually

By: \_\_\_\_\_  
The North Carolina Agricultural Foundation, Inc. (4-H Development Fund)  
Erin Delehanty, its Interim Treasurer

## JOINDER OF AND CONSENT TO APPLICATION

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

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

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

1. **Joinder.** The Owner does, on behalf of herself and her successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of herself, her heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of herself, and her successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

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

**OWNER:**

**JOYCE MCKINNEY KELLER REVOCABLE TRUST**

**dated May 27, 2005**

DocuSigned by:

*Louise S. Stokes*

Louise S. Stokes, Trustee

Address: 2819 Barnard Castle Lane, Matthews, NC 28104

Date: 1/25/2023



DEVELOPMENT NOTES:

REZONING NOTES  
TOWN 1 - MIXED USE CENTER

1. REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS ("DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY TREENAIL DEVELOPMENT, INC. ("PETITIONER") ON DECEMBER 1, 2022 (THE FILING DATE). AS REZONING PETITION #22-07-A SKETCH PLAN (THE "REZONING PLAN") FOR THAT APPROXIMATELY 70.54 ACRE TRACT OF LAND, IDENTIFIED ON THIS SITE PLAN AS TOWN 1-MIXED USE CENTER (THE "PROJECT") IN CONNECTION WITH PART OF TAX PARCEL.

2. DEVELOPMENT STANDARDS. DEVELOPMENT OF THE PROPERTY WILL BE GOVERNED BY THESE DEVELOPMENT STANDARDS, WHICH ARE PART OF THE REZONING PETITION, AND THE APPLICABLE PROVISIONS OF THE ORDINANCE IN PLACE ON THE DATE OF THE FILING OF THE REZONING PLAN. UNLESS THE REZONING PLAN ESTABLISHES A MORE STRINGENT STANDARD(S), OR UNLESS OTHERWISE NOTED ON THE REZONING PLAN OR IN THESE DEVELOPMENT STANDARDS, THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE DATE OF THE FILING OF THE REZONING PLAN GOVERN DEVELOPMENT OF THE PROPERTY AS SHOWN ON THE REZONING PLAN.

3. SCHEMATIC NATURE OF REZONING PLAN. THE LOTS, PROPOSED IMPROVEMENTS AND URBAN OPEN SPACE SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE AND EXACT LOCATIONS, ARCHITECTURAL STYLE AND MATERIALS, SIZE, NUMBER OR QUANTITY AND CONFIGURATIONS OF LOTS AND BUILDINGS, INCLUDING FIRST FLOOR AREA AND HEIGHT, MAY BE ALTERED DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH ALTERATION IS WITHIN THE PARAMETERS OF THE APPROVED TRAFFIC IMPACT ANALYSIS AND PERMITTED USES SET FORTH HEREIN. MULTIPLE BUILDINGS MAY BE COMBINED AS LONG AS THE RESULTING BUILDING COMPLIES WITH THE ORDINANCE STANDARDS. THE EXACT ALIGNMENTS OF THE INTERNAL DRIVES AND INTERNAL PUBLIC STREETS HAVE NOT BEEN DETERMINED AND ARE SUBJECT TO FINAL DESIGN AND ENGINEERING PLANS, AND MINOR ALTERATIONS OF THESE ALIGNMENTS MAY TAKE PLACE DURING DESIGN DEVELOPMENT AND CONSTRUCTION PHASES.

4. PHASING. THE DEVELOPMENT OF THE PROPERTY AS GENERALLY DEPICTED ON THE REZONING PLAN MAY BE PHASED, AS DETERMINED DURING THE COURSE OF CONSTRUCTION. ANY PROPOSED PHASING MUST ALIGN WITH TIA, INFRASTRUCTURE, PARKING, TREE SAVE, OPEN SPACE AND STORMWATER REQUIREMENTS FOR THAT PHASE; PROVIDED, HOWEVER, ANY MITIGATION REQUIRED BY NCDOT WILL BE COORDINATED WITH NCDOT AND EACH PHASE OR SEQUENCE OF IMPROVEMENTS IN THE PROJECT WILL MEET ALL ORDINANCE REQUIREMENTS.

5. VESTED RIGHTS. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS. DUE TO THE SIZE OF THE PROJECT, PHASING AND LEVEL OF INVESTMENT APPROVAL OF THIS CONDITIONAL REZONING SHALL CONSTITUTE ESTABLISHED RIGHT OF VESTED RIGHTS IN THE LANDOWNER (AND ITS SUCCESSORS OR ASSIGNS) FOR A PERIOD OF FIVE YEARS AS PERMITTED BY N.C. GEN. STAT. § 160D-108.1.

6. PERMITTED USES. THE PROPERTY MAY BE DEVELOPED FOR ANY USES (INCLUDING ACCESSORY USES) PERMITTED IN THE T00-R, T00-E, HC AND SP ZONING DISTRICTS, IN THE AREAS DESIGNATED FOR SUCH CONDITIONAL ZONING DISTRICTS ON THE REZONING PLAN, INCLUDING MULTI-FAMILY RESIDENTIAL, ATTACHED RESIDENTIAL, RETIREMENT COMMUNITY, COMMERCIAL USES, AND INDOOR/OUTDOOR STORAGE (SP(CD) ONLY), SUBJECT TO THE DEVELOPMENT STANDARDS ASSOCIATED WITH SUCH USES. ANY LABELING OR TABLES SHOWN ON THE REZONING PLAN MAY BE AN INTENT OF THE CURRENT INTENTION OF THE PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES, DRIVE-UP AND WALK-UP AUTOMATED TELLER MACHINES ARE SPECIFICALLY PERMITTED SO LONG AS THEY MEET THE DESIGN REQUIREMENTS OF THE ORDINANCE.

7. ACCESS. THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE. TO THE EXTENT PERMITTED BY APPLICABLE DRIVEWAY PERMIT REQUIREMENTS, FUTURE DRIVEWAYS, ACCESS POINTS AND ROAD CONNECTIONS MAY CROSS THE SETBACK AND RECORDING OF THE PROPERTY BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS. CROSS ACCESS AND PARKING EASEMENTS SHALL BE GRANTED AS NEEDED TO PROVIDE ACCESS OVER SHARED DRIVEWAYS AND RIGHTS TO SHARED PARKING. REQUIRED PARKING MAY BE CALCULATED ACROSS MULTIPLE LOTS AS LONG AS REASONABLE ACCESS IS PROVIDED. AS SHOWN ON THE REZONING PLAN, BUILDING CA FRONTS A PLAZA TO THE EAST OF THE BUILDING; HOWEVER, FRONTAGE MAY BE ALTERED OR REORIENTED TO ADDRESS URBAN OPEN SPACE ON THE NORTH SIDE OF THE BUILDING TO PERMIT MULTIPLE TENANTS OR USERS. IN THE EVENT PETITIONER, OR ITS SUCCESSORS OR ASSIGNS, ACQUIRES TAX PARCEL NO. 017-211-10 (THE "ADJACENT PARCEL") AS SHOWN ON THE REZONING PLAN, THE ADJACENT PARCEL MAY ACCESS THE DRIVEWAY LOCATED TO THE EAST OF THE ADJACENT PARCEL, PROVIDED THE COST TO ACCESS THE DRIVEWAY SHALL BE BORNE BY THE OWNER OF THE ADJACENT PARCEL AND THE OWNER OF THE ADJACENT PARCEL SHALL SHARE IN THE COSTS OF THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON AREAS WITHIN THE PROJECT AND SHALL ABIDE BY ALL RESTRICTIONS AND COVENANTS IMPOSED BY PETITIONER ON PROPERTY WITHIN THE PROJECT.

8. SUBDIVISION. THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION FOLLOWS APPLICABLE LAW INCLUDING SUBDIVISION REGULATIONS, HOWEVER, RECOMBINATION, CONDOMINIUMS, OR REDUCTION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE. PURSUANT TO NOTE #4 OF THESE DEVELOPMENT STANDARDS, REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS.

9. STREET IMPROVEMENTS. PETITIONER SHALL BE REQUIRED TO INSTALL SIDEWALKS, STREET TREES, PLANTING STRIPS, BICYCLE LANES OR OTHER STREET IMPROVEMENTS AS A CONDITION OF THE APPROVAL OF THIS REZONING PLAN AS SPECIFICALLY SHOWN ON THE REZONING PLAN AND AS REQUIRED BY THE ORDINANCE. SUBDIVISION ORDINANCE, APPLICABLE HUNTERSVILLE, NC NCDOT TIA, OR DRIVEWAY PERMIT REQUIREMENTS. STREET TREE LOCATIONS ARE SUBJECT TO CHANGE DURING THE CONSTRUCTION PLAN PHASE TO SATISFY THE TOWNS ENGINEERING STANDARDS AND PROCEDURES MANUAL.

10. LANDSCAPING/BUFFERS. DEVELOPMENT OF THE PROPERTY SHALL COMPLY WITH THE LANDSCAPING AND BUFFER REQUIREMENTS OF THE ORDINANCE. LANDSCAPE EASEMENTS SHALL BE PROVIDED FOR STREET TREES AS REQUIRED BY THE ORDINANCE. BUFFER IMPACT/MITIGATION SHALL BE PERMITTED THROUGH THE APPROPRIATE STATE OR FEDERAL AGENCY ACTING PURSUANT TO SECTIONS 401 OR 404 OF THE FEDERAL CLEAN WATER ACT.

11. AMENDMENT. FUTURE AMENDMENTS TO THE REZONING PLAN AND/OR THESE DEVELOPMENT STANDARDS MAY BE APPLIED FOR BY THE THEN OWNER OF OWNERS OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE; PROVIDED, HOWEVER, IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN WITHOUT THE WRITTEN CONSENT OF ANY OR ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT CONSTITUTES A CHANGE IN THE BUILDING OR USE OF THE PORTION OF THE PROPERTY OWNED BY SUCH OWNER, PROVIDED PETITIONER PROVIDES FOR SUCH AMENDMENT RIGHT IN THE RECORDED PRIVATE RESTRICTIVE COVENANTS THAT GOVERN THE PROJECT. ALL REQUIREMENTS WITH THE REZONING PLAN WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL. THIS NOTE SHALL BE SHOWN ON THE FINAL PLAN WHEN RECORDED.

12. BMP DESIGN. THE DESIGNS FOR THE BMPs SHOWN ON THE REZONING PLAN SHALL BE FINALIZED DURING THE CONSTRUCTION PHASE AND SHALL BE COMPLETED AS A PART OF THE INFRASTRUCTURE IMPROVEMENTS, ALTHOUGH NOT REQUIRED BY THE ORDINANCE. PETITIONER SHALL USE COMPLYING REASONABLE EFFORTS TO EVALUATE AND CONSIDER MAINTENANCE OF THE PRE-DEVELOPMENT RATES FOR THE 25-YEAR STORM EVENT.

13. BINDING EFFECT OF THE REZONING DOCUMENTS AND DEFINITIONS. IF THIS REZONING APPLICATION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE USE AND DEVELOPMENT OF THE SITE IMPOSED UNDER THESE DEVELOPMENT STANDARDS AND THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF PETITIONER AND THE CURRENT AND SUBSEQUENT OWNERS OF THE PROPERTY AND THEIR RESPECTIVE SUCCESSORS IN INTEREST AND ASSIGNS. THROUGHOUT THESE DEVELOPMENT STANDARDS, THE TERM "PETITIONER" SHALL BE DEEMED TO INCLUDE THE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST AND ASSIGNS OF PETITIONER OR THE OWNER OR OWNERS OF THE PROPERTY FROM TIME TO TIME WHO MAY BE INVOLVED IN ANY FUTURE DEVELOPMENT THEREOF.

14. FUTURE TRANSIT STATION. THE LOCATION FOR THE FUTURE TRANSIT STATION IS IDENTIFIED ON THE REZONING PLAN AS THE FUTURE PARK & RIDE LOCATION. THE LOCATION, LAYOUT, AND EXACT LOCATION OF THE FUTURE PARK & RIDE LOCATION HAS NOT BEEN DETERMINED, AND THE FINAL CONFIGURATION MAY HAVE AN IMPACT ON THE PROJECT. THE APPROXIMATE LAYOUT AND CONFIGURATIONS OF LOTS AND BUILDINGS AND ALIGNMENTS OF STREETS AND DRIVES MAY BE ALTERED DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT TO ACCOMMODATE THE FUTURE PARK & RIDE LOCATION AS PERMITTED BY CATS AND AS AGREED TO BY THE PETITIONER AND THE TOWN.

15. ELEVATIONS. THE ELEVATIONS ARE SUBMITTED AS EXAMPLES ONLY, AND DO NOT REPRESENT ACTUAL ELEVATIONS FOR THIS PROJECT. STAFF MAY APPROVE ELEVATIONS SUBMITTED DURING CONSTRUCTION THAT ARE GENERALLY CONSISTENT WITH THE RENDERINGS INCLUDED WITH THE REZONING PLAN.

16. APPROVAL. APPROVAL OF THIS SKETCH / CONCEPT PLAN DOES NOT IMPLY OR GUARANTEE APPROVAL AND/OR VESTING OF THE FINAL PRELIMINARY CONSTRUCTION PLAN WILL BE REVIEWED FOR COMPLIANCE PER ALL TOWN, COUNTY AND STATE REGULATIONS IN EFFECT AT TIME OF SUBMITTAL.

17. AFFORDABLE HOUSING. AFFORDABLE HOUSING UNITS SHALL BE PROVIDED AMONG THE RESIDENTIAL UNITS INCLUDED ON LOT #14. THEREFORE, MASSING REQUIREMENTS PURSUANT TO 3.2.14(2)(b) AND 4.8 OF THE ORDINANCE SHALL NOT BE APPLICABLE TO THE BUILDINGS LOCATED ON LOT #14. PURSUANT TO AND IN COMPLIANCE WITH THE REQUIREMENTS OF N.C.G.S. 160D-708(b) AND SECTION 3.2.14(2)(b) AND 4.8(b) OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE, THE DEVELOPMENT SHALL AT ALL TIMES, SUBJECT TO THE PROVISIONS OF THE SUBSEQUENT SENTENCE, CONTAIN AT LEAST TWO FLOATING AFFORDABLE HOUSING UNITS THAT WILL BE AVAILABLE TO HOUSEHOLDS EARNING LESS THAN 80% OF THE AREA MEDIAN INCOME AS PUBLISHED BY HUD FOR THE CHARLOTTE-CONCORD-GASTONIA NO-50 HUD METRO PMR AREA. THE REQUIREMENTS OF 3.2.14(2)(b) AND ARTICLE 4.8(b) SHALL NOT APPLY TO THE BUILDINGS LOCATED ON LOT #14 ONCE THE BUILDINGS ON THE ADJACENT PROPERTY TO THE LOT (TAX PARCEL # 017-211-10) ARE REMOVED OR REDEVELOPED IN A MANNER THAT ELIMINATES THE NEED FOR THE REQUIREMENT, AT WHICH TIME THE REQUIREMENT TO CONTAIN AT LEAST TWO FLOATING AFFORDABLE HOUSING UNITS SHALL TERMINATE.

18. MASTER SIGNAGE PROGRAM. PETITIONER ELECTS TO APPLY FOR APPROVAL PURSUANT TO THE MASTER SIGNAGE PROGRAM PURSUANT TO SECTION 10.11 OF THE ORDINANCE.

19. FAR REQUIREMENTS AND FIRST FLOOR AREA. DEVELOPMENT IN THE T00-R AND T00-E PORTIONS OF THE PROJECT SHALL COMPLY WITH MINIMUM FAR AND FIRST FLOOR AREA REGULATIONS. THE PURPOSE OF THE FAR TABLE ON PAGE 103 OF THE REZONING PLAN IS INTENDED TO SHOW THAT THIS CONCEPTUAL REZONING PLAN MEETS THE REQUIREMENTS OF THE ORDINANCE; HOWEVER, THIS REZONING PLAN IS CONCEPTUAL AND SCHEMATIC IN NATURE AND THE TABLE IS NOT INTENDED TO LIMIT OR RESTRICT THE FINAL DEVELOPMENT ON THE PROPERTY AS LONG AS THE REQUIREMENTS OF THE ORDINANCE ARE MET, SUBJECT TO THE MODIFICATIONS OF THIS REZONING PLAN.

MODIFICATIONS TO STANDARDS  
PURSUANT TO SECTION 11.4.7(9) OF THE ORDINANCE, THE STANDARDS OF THE ORDINANCE ARE MODIFIED TO PERMIT THE FOLLOWING:

1. SIDEYARD PARKING IS PERMITTED ON LOTS #6, 7, 8, 13, 18 & 19. ADDITIONAL SCREENINGS SHALL BE PROVIDED IN ACCORDANCE WITH SHEET C5 OF THE REZONING PLAN.

2. BUFFER DISTURBANCE IN THE 1:77 BUFFER FOR GRADING (INCLUDING PORTION THAT APPEARS TO BE ALONG HAMBRIGHT RD.) SO LONG AS SUCH DISTURBANCE DOES NOT ENCRoACH MORE THAN 20 FEET INTO THE BUFFER, PROVIDED AN ALTERNATE BUFFER YARD PLAN IS SUBMITTED IN ACCORDANCE WITH SECTION 7.5 OF THE ORDINANCE.

3. BUFFER MAY BE REDUCED AT LOTS #1 & #2 ALONG MT. HOLLY HUNTERSVILLE ROAD TO 80' AS SHOWN ON THE REZONING PLAN.

4. THE DISTANCE BETWEEN THE CUL-DE-SAC LOCATED IN PUBLIC ROAD A AND THE RIGHT OF WAY OF MT. HOLLY HUNTERSVILLE ROAD MAY BE INCREASED TO 380'.

5. MASSING REQUIREMENTS PURSUANT TO 3.2.14(2)(b) AND 4.2 OF THE ORDINANCE ARE WAIVED FOR THE BUILDINGS LOCATED ON LOT #18.

6. VERTICAL PARKING MAY SERVE T00-E AND T00-R PORTIONS OF THE PROJECT AND PARKING MAY BE COMPLETED PRIOR TO THE COMPLETION OF ALL OF THE IMPROVEMENTS SUCH PARKING IS INTENDED TO SERVE.

7. REQUEST FOR MODIFICATION FROM 4.1 AND 4.2 OF THE ORDINANCE TO PROVIDE THAT NO BUILDING ENTRANCE SHALL BE REQUIRED TO BE CONSTRUCTED ON, AND NO SIDEWALK SHALL BE REQUIRED ALONG, THE PORTION OF BUILDING W2 THAT DOES NOT FRONT THE CUL-DE-SAC AND DRIVEWAY ADJOINING BUILDING W2.

GENERAL NOTES:

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

REQUIRED NCDOT & TOWN ROAD IMPROVEMENTS

A TIA MITIGATION PLAN IS REQUIRE PURSUANT TO NCDOT REVIEW AND APPROVAL  
SEE DRAFT RECOMMENDATIONS BELOW:

HAMBRIGHT ROAD (SR 2117) AND MT. HOLLY-HUNTERSVILLE ROAD (SR 2004)

-CONSTRUCTION OF A SOUTHBOUND RIGHT-TURN LANE ALONG MT. HOLLY-HUNTERSVILLE ROAD (SR 2004) WITH 100 FEET OF STORAGE.

-COORDINATION WITH THE ADJACENT SIGNALS ALONG HAMBRIGHT ROAD (SR 2117)

HAMBRIGHT ROAD (SR 2117) AND STATESVILLE ROAD (US 21)

-ADDITIONAL NORTHBOUND LEFT-TURN LANE ALONG STATESVILLE ROAD (US 21) TO CREATE DUAL LEFT-TURN LANES WITH 375 FEET OF STORAGE.

-ADDITIONAL EASTBOUND RECEIVING LANE ALONG HAMBRIGHT ROAD (SR 2117) EXTENDING TO THE I-77 EXPRESS LANES

-RESTRIPING OF THE WESTBOUND RIGHT-TURN LANE ALONG HAMBRIGHT ROAD (SR 2117) INTO A SHARED THROUGH-RIGHT LANE

-COORDINATION WITH THE ADJACENT SIGNALS ALONG HAMBRIGHT ROAD (SR 2117)

HAMBRIGHT ROAD (SR 2117) AND I-77 EXPRESS LANES

-COORDINATION WITH THE ADJACENT SIGNALS ALONG HAMBRIGHT ROAD (SR 2117)

HAMBRIGHT ROAD (SR 2117) AND ACCESS 1 -CONSTRUCTION OF A WESTBOUND RIGHT-TURN LANE ALONG HAMBRIGHT ROAD WITH 100 FEET OF STORAGE.

-CONSTRUCTION OF THE SOUTHBOUND APPROACH OF ACCESS 1 WITH ONE INGRESS LANE, ONE EGRESS LANE, STOP CONTROL, AND AN INTERNAL PROTECTED STEM (IPS) OF 100 FEET.

HAMBRIGHT ROAD (SR 2117) AND ACCESS 2

-INSTALLATION OF A TRAFFIC SIGNAL COORDINATED WITH THE ADJACENT SIGNALS ALONG HAMBRIGHT ROAD (SR 2117)

-INSTALLATION OF A PEDESTRIAN CROSSWALK AT THE SIGNAL TO PROVIDE ACCESS TO THE CATS PARK AND RIDE.

-CONSTRUCTION OF THE SOUTHBOUND APPROACH OF ACCESS 2 WITH ONE INGRESS LANE AND TWO EGRESS LANES - A DEDICATED LEFT-TURN AND A SHARED THROUGH-RIGHT LANE

-RESTRIPING THE EXISTING TWO-WAY LEFT TURN LANE ALONG HAMBRIGHT ROAD (SR 2117) TO THE EASTBOUND APPROACH TO PROVIDE A DEDICATED LEFT-TURN LANE WITH 100 FEET OF STORAGE

-CONSTRUCTION OF A WESTBOUND RIGHT-TURN LANE ALONG HAMBRIGHT ROAD (SR 2117) WITH 125 FEET OF STORAGE

HAMBRIGHT ROAD (SR 2117) AND ACCESS 3

-CONSTRUCTION OF THE SOUTHBOUND APPROACH OF ACCESS 3 WITH ONE INGRESS LANE, ONE EGRESS LANE, STOP CONTROL, AND AN IPS OF 100 FEET.

MT. HOLLY-HUNTERSVILLE ROAD (SR 2004) AND ACCESS 4

-CONSTRUCTION OF A LEFT-OVER WITH A SOUTHBOUND LEFT-TURN LANE ALONG MT. HOLLY-HUNTERSVILLE ROAD (SR 2004) WITH 125 FEET OF STORAGE.

-CONSTRUCTION OF THE WESTBOUND APPROACH OF ACCESS 4 WITH ONE INGRESS LANE, ONE EGRESS LANE, STOP CONTROL, AND AN IPS OF 100 FEET.

MT. HOLLY-HUNTERSVILLE ROAD (SR 2004) AND ACCESS 5

-CONSTRUCTION OF A SOUTHBOUND LEFT-TURN LANE ALONG MT. HOLLY-HUNTERSVILLE ROAD WITH 125 FEET OF STORAGE.

-CONSTRUCTION OF THE WESTBOUND APPROACH OF ACCESS 5 WITH A SINGLE INGRESS LANE, TWO EGRESS LANES, STOP-CONTROL, AND AN IPS OF 200 FEET.

MT. HOLLY-HUNTERSVILLE ROAD (SR 2004) AND ACCESS 6

-CONSTRUCTION OF A SOUTHBOUND LEFT-TURN LANE ALONG MT. HOLLY-HUNTERSVILLE WITH 100 FEET OF STORAGE.

-CONSTRUCTION OF A NORTHBOUND RIGHT-TURN LANE ALONG MT. HOLLY-HUNTERSVILLE WITH 100 FEET OF STORAGE.

-CONSTRUCTION OF THE WESTBOUND APPROACH OF ACCESS 6 WITH A SINGLE INGRESS LANE, DUAL EGRESS LANE, AND AN IPS OF 125 FEET.

# Conditional District Rezoning/Sketch Plan Approval Application

## Proposed

# TOWN 1 - MIXED USE CENTER

# TOWN 1

# HAMBRIGHT RD

Applicant / Developer:

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

June 8, 2023

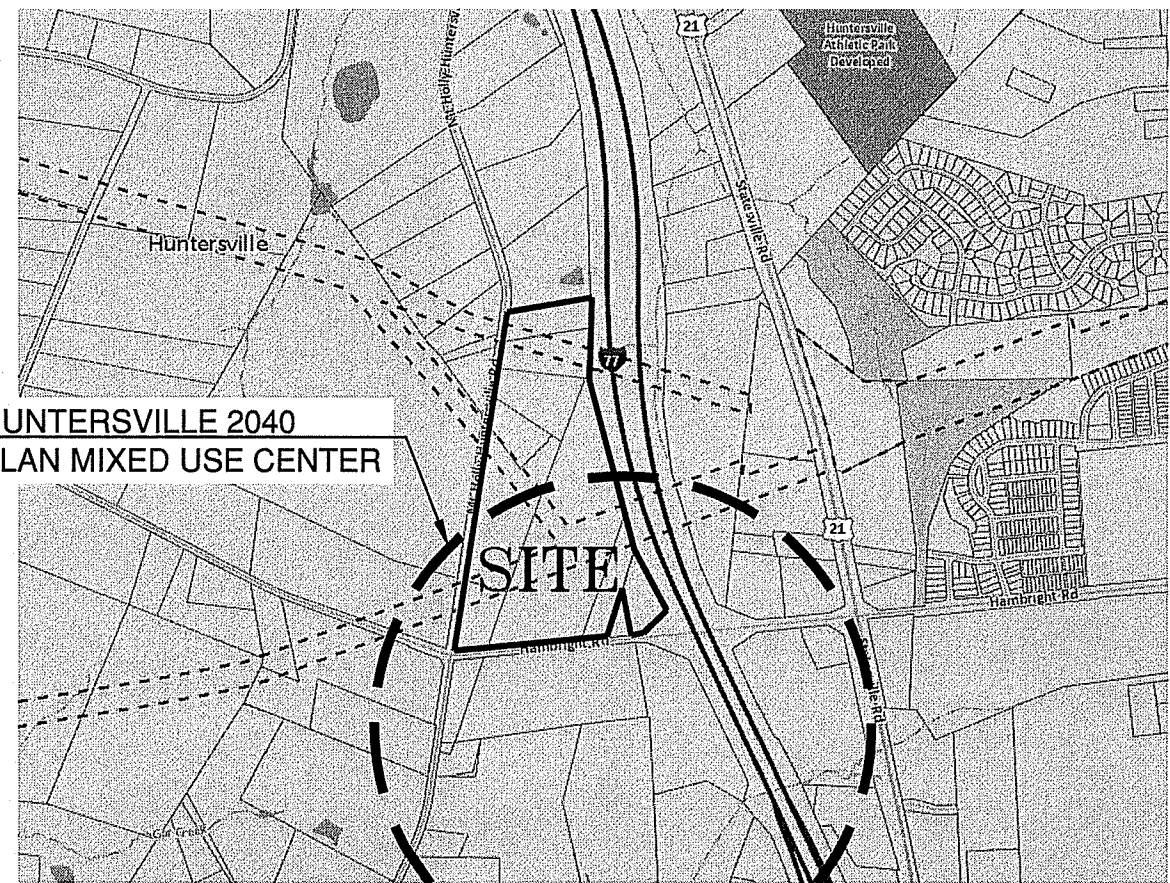
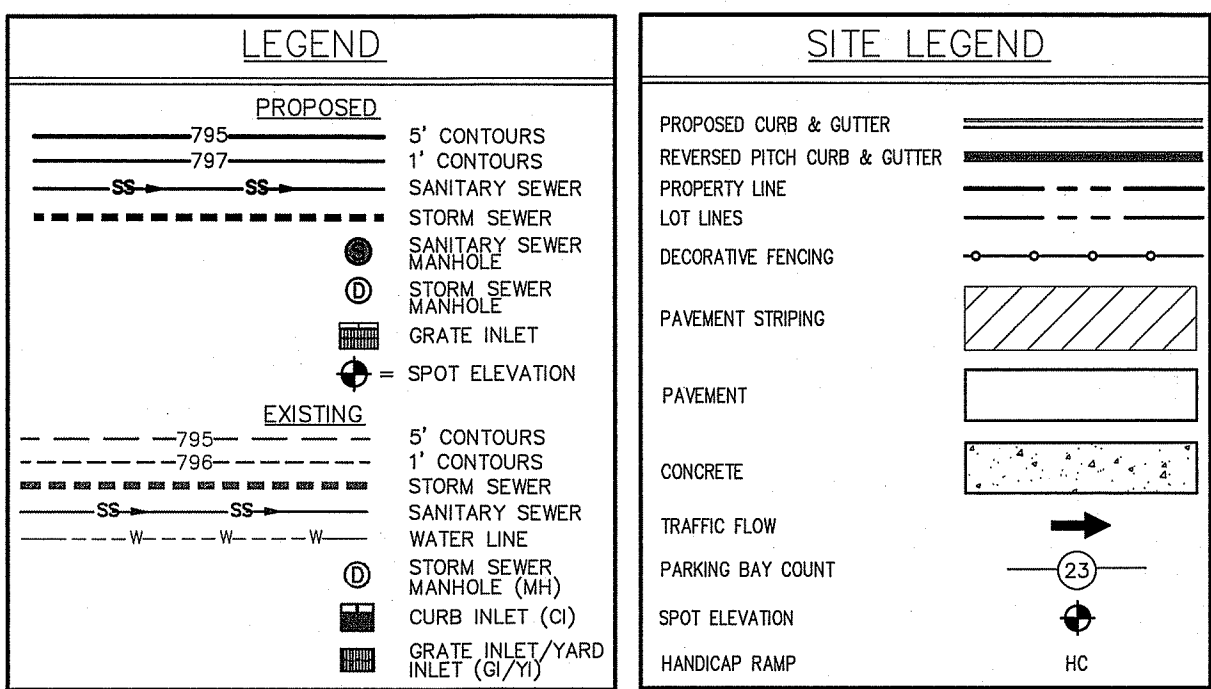
Plans Prepared By:



Woodbine Design, P.C.

Land planning & civil engineering

blending nature & man



# EPM# 444291

## FIRE MARSHAL

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

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

- Road Width - Minimum 20 feet or per North Carolina Department of Transportation (NCDOT).
- Fire Apparatus Turning Radius - 30 feet inner, 42 feet outer.
  - Templates SB-30 (Engines) and B-40 (Ladder Trucks) are used and all drawings shall be scaled no smaller than 1/8".
- Water Utilities - Water lines and/or fire hydrant locations.
  - Fire hydrants required within 400 feet of any new structure. Exception: R3 and U occupancies or when the structure has an approved sprinkler system distant requirement shall be 600 feet.
  - Fire Department Connection (FDC) required within 200' for NFPA13/13R sprinkler systems and 100' for standpipes systems.
- Dead-End Roads - Maximum length of any dead-end road shall be 150 feet without an approved fire apparatus turn around.
- Road Surfaces - All roads/commercial driveways for fire apparatus access shall be capable to support the imposed load of an 80,000-pounds.
- Secondary Access - Development of one-or two- family dwellings where the number of dwelling units exceed 100 and commercial structures 62,000sqft (no sprinklers) and 124,000sqft (with sprinklers) shall be provided with separate and approved remote fire apparatus access road.

## Survey By:

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

## Parcel ID Numbers

| Parcel Number       | Owner                                    |
|---------------------|------------------------------------------|
| 01721101 & 01721102 | John W. Dellinger                        |
| 01721103            | Joyce McKinney Keller Revocable Trust    |
| 01721104            | Catawba Properties Investments, LLC      |
| 01721105            | Hambright Partners, LLC                  |
| 01721106            | Church Investments of North Carolina LLC |
| 01721107            | S8 Land LLC                              |
| 01721108            | VR Property Development, LLC             |
| 01721109            | John W. Benjamin & Elaine S. Benjamin    |

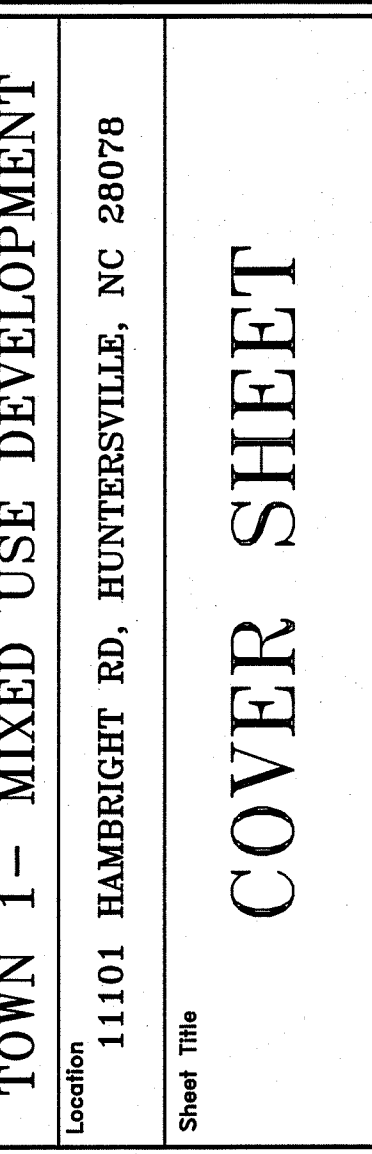
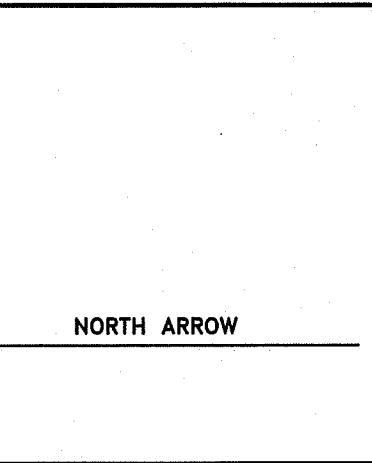
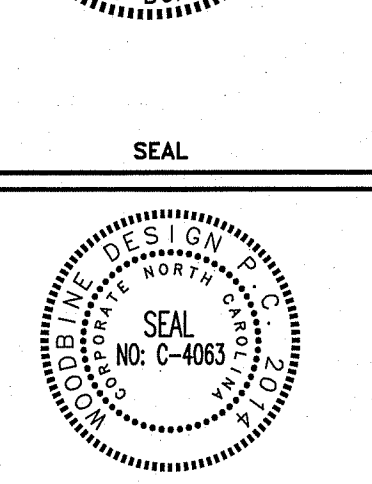
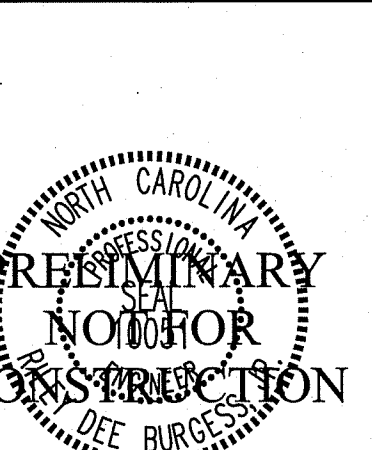
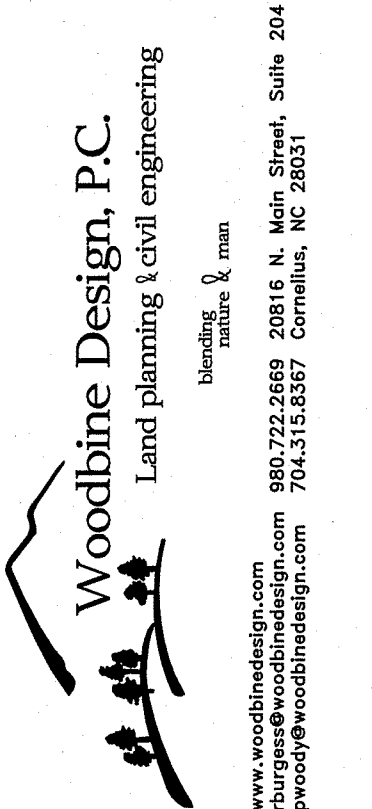
SEE APPLICATION FOR CONTACT AND ADDRESS INFORMATION

## SHEET LEGEND

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

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

PLOTTED: 6/8/2023  
2/21/2023 - HAMBRIGHT RD AND  
COMMERCIAL\_C101.DWG-BASE-HAMBRIGHT-5-B-23.DWG



| DEVELOPER/OWNER                                                          |                                                   |
|--------------------------------------------------------------------------|---------------------------------------------------|
| TREENAIL DEVELOPMENT<br>428 S. MAIN ST., STE B-101<br>DAVIDSON, NC 28036 |                                                   |
| Designed By                                                              | WOODBINE                                          |
| Drawn By                                                                 | WOODBINE                                          |
| Date                                                                     | 6/8/23                                            |
| Revisions                                                                | 5/11/23-4th Review Com.<br>6/8/23-5th Review Com. |
|                                                                          |                                                   |
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|                                                                          |                                                   |
|                                                                          |                                                   |

Sheet: C1 of 12  
Project Number: 21037



MODIFICATIONS TO STANDARD PURSUANT TO SECTION 11.4.7(P) OF THE ORDINANCE, THE STANDARDS OF THE ORDINANCE ARE MODIFIED TO PERMIT THE FOLLOWING:

1. SIDEWALK BUFFER IS PERMITTED ON LOTS #6, 7, 18, 19 & 20. ADDITIONAL SCREENING SHALL BE PROVIDED IN ACCORDANCE WITH SHEET 2 OF THE REZONING PLAN.
2. BUFFER DISTURBANCE IN THE 17' BUFFER GRADING (INCLUDING PORTION THAT APPEARS TO BE ALONG HAMMERT RD.) SO LONG AS SUCH DISTURBANCE DOES NOT ENCROACH MORE THAN 20 FEET INTO THE BUFFER, PROVIDED AN ALTERNATE BUFFER YARD PLAN IS SUBMITTED AND APPROVED BY THE CITY OF HOLLY HANTERVILLE.
3. BUFFER SHALL BE REDUCED AT LOTS #1 & 2 ALONG MT. HOLLY HANTERVILLE ROAD TO 10' AS SHOWN ON THE REZONING PLAN.
4. THE DISTANCE BETWEEN THE CUL-DE-SAC LOCATED IN PUBLIC ROAD AND THE RIGHT OF WAY MT. HOLLY HANTERVILLE ROAD MAY BE INCREASED TO 30'.00'
5. MASSING REQUIREMENTS PURSUANT TO 2.3.14(1)(A) AND 4.2 OF THE ORDINANCE ARE WAIVED FOR THE BUILDINGS LOCATED ON LOT #18.
6. EVERTICAL REQUIREMENTS PER SECTIONS 2.0 AND 2.0.1 PORTIONS OF THE PROJECT AND PARKING MAY BE COMPLETED PRIOR TO THE COMPLETION OF ALL OF THE IMPROVEMENTS SUCH PARKING IS INTENDED TO BE.
7. REQUIRE FOR MODIFICATION FROM 4.1 AND 4.2 OF THE ORDINANCE TO PROVIDE THAT NO BUILDING STRUCTURE SHALL BE REQUIRED TO BE CONSTRUCTED ON, AND NO SIDEWALK SHALL BE REQUIRED ALONG, THE PORTION OF BUILDING W/2 THAT DOES NOT FRONT THE CUL-DE-SAC LOCATED IN PUBLIC ROAD.

| PARKING REQUIREMENTS PER                   | TOWN OF HUNTERSVILLE                            |
|--------------------------------------------|-------------------------------------------------|
| PARKING RESIDENTIAL (TOD-R) - MIN REQUIRED | 1 SPACE PER UNIT x 747 - UNITS = 747 - SPACES   |
| PARKING RESIDENTIAL (TOD-R) - MAX ALLOWED  | 2 SPACES PER UNIT x 747 - UNITS = 1494 - SPACES |
| PARKING RESIDENTIAL (TOD-R) - PROVIDED     | 1257 - SPACES                                   |
| PARKING OFFICE (TOD-E) - MIN REQUIRED      | 1 SPACE PER 1,000 - SF x 126,000 = 126 - SPACES |
| PARKING OFFICE (TOD-E) - MAX ALLOWED       | 1 SPACE PER 500 - SF x 126,000 = 252 - SPACES   |
| PARKING OFFICE (TOD-E) - PROVIDED          | 252 - SPACES                                    |
| PARKING COMMERCIAL (TOD-E) - MIN REQUIRED  | 1 SPACE PER 1,000 - SF x 53,000 = 53 - SPACES   |
| PARKING COMMERCIAL (TOD-E) - MAX ALLOWED   | 1 SPACE PER 500 - SF x 53,000 = 106 - SPACES    |
| PARKING COMMERCIAL (TOD-E) - PROVIDED      | 80 - SPACES                                     |

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

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SCREENING REQUIREMENTS:

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

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## IMPERVIOUS AREA DATA

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|                            |                                                                                                                                                                                   |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MAX. ALLOWABLE IMPERVIOUS: | 70%                                                                                                                                                                               |
| PROPOSED IMPERVIOUS:       | $\frac{\text{PAVEMENT} + \text{CONCRETE} = 1,183,557\text{-SF}}{\text{TOTAL PROPOSED} = 1,748,157\text{-SF}}$ $\frac{\text{BLDG} = 564,600\text{-SF}}{56.9\% \text{ IMPERVIOUS}}$ |

WATERSHED: MOUNTAIN ISLAND LAKE PA-2

NOTES:

OWNER: HAMBRIGHT PARTNERS PHONE # (704) 699-4565  
PLANS PREPARED BY: WOODBINE DESIGN, P.C. PHONE # (980) 722-2669  
TAX PARCEL ID: 01721108, 01721109, 01721107, 01721106, 01721105,  
01721104, 01721103, 01721102, 01721101  
ZONING: CURRENT=C8,C8(CD) PROPOSED=TOD-R(CD), HC(CD), SP(CD), TOD-E(CD)  
EXISTING USE: RESIDENTIAL/COMMERCIAL  
LOT COUNT: 19 PROPOSED

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

| TYPE OF URBAN OPEN SPACE | SIZE OF U.O.S. | PARKING SPACES                                                |
|--------------------------|----------------|---------------------------------------------------------------|
|                          |                | PARKING IS PROVIDED THROUGHOUT THE DEVELOPMENT FOR ALL U.O.S. |
| P1-PLAZA @ U5            | 2300-SF        | 0                                                             |
| P2-PLAZA @ A1            | 4000-SF        | 0                                                             |
| P5-PLAZA @ R8 & R10      | 5000-SF        | 0                                                             |
| P4-PLAZA @ C4            | 2000-SF        | 0                                                             |
| P5-PLAZA @ M1            | 2000-SF        | 0                                                             |
| P6-PLAZA @ R11           | 4400-SF        | 0                                                             |
| P7-PLAZA @ R28           | 2400-SF        | 0                                                             |
| P8-PLAZA @ U1            | 4,000-SF       | 0                                                             |
| GREEN-1                  | 10000-SF       | 0                                                             |
| GREEN-2                  | 10000-SF       | 0                                                             |
| GREEN-3                  | 20000-SF       | 0                                                             |

|                                                                                                                                                                          |                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| PARK SIZE = NO MIN. FOR MINI PARKS (LINEAR)<br>PLAZA SIZE = 2,000-SF, 30,000-SF MAX.<br>PEDESTRIAN PASSAGEWAY = NO SIZE REQUIREMENT<br>GREEN SIZE = NO SIZE REQUIREMENTS | SIZE OF URBAN OPEN SPACE SUBJECT TO CHANGE,<br>HOWEVER MIN./MAX. SIZE REQUIREMENTS SHALL BE<br>MET PER ORDINANCE. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|

PROPOSED CURB & GUTTER

REVERSED PITCH CURB & GUTTER

PROPERTY LINE

LOT LINES

DECORATIVE FENCING

PAVEMENT STRIPING

PAVEMENT

CONCRETE

TRAFFIC FLOW

PARKING BAY COUNT

SPOT ELEVATION

HANDICAP RAMP

HC

4' NATURAL TRAIL MULCH/GRAVEL (OPTIONAL)

6' PEDESTRIAN CORRIDOR PAVED/CONCRETE

10' MULTI-USE PATH PAVED/CONCRETE

5' PEDESTRIAN PATH PAVED/CONCRETE

6' PEDESTRIAN PATH PAVED/CONCRETE

MAIL NOTE:

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

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

[illegible]

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

|                            |                                                                                                                       |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------|
| MAX. ALLOWABLE IMPERVIOUS: | 70%                                                                                                                   |
| PROPOSED IMPERVIOUS:       | $\frac{\text{PAYMENT/CONCRETE}=1,183,557-SF}{\text{TOTAL PROPOSED}=1,748,157-SF}$ BLDG=564,600-SF<br>56.9% IMPERVIOUS |

WATERSHED: MOUNTAIN ISLAND LAKE PA-2

NOTES:

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

[illegible]

**Woodbine Design, P.C.**  
Land planning & civil engineering

business hours 9 a.m. to 5 p.m.

[www.woodbinedesign.com](http://www.woodbinedesign.com)  
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Andover, MA 01810  
781.251.6367 Corcoran, MA 02031  
info@woodbinedesign.com

PRELIMINARY  
NOTES FOR  
CONSULTATION

|             |                                                                                                                                                                                                                                |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project     | <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">TOWN 1 MIXED USE CENTER</div> <div style="width: 45%; transform: rotate(90deg); transform-origin: center;">CONCEPT PLAN B/W</div> </div> |
| Location    | 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078                                                                                                                                                                                     |
| Sheet Title |                                                                                                                                                                                                                                |

**DEVELOPER/OWNER**

**HAMBRIGHT PARTNERS**

|                                                                                    |         |
|------------------------------------------------------------------------------------|---------|
| Designed By                                                                        | WOODBIN |
| Drawn By                                                                           | WOODBIN |
| Date                                                                               | 6/8/23  |
| Revisions<br>5/11/23-4th Review Com.<br>6/8/23-5th Review Com.<br><br><br><br><br> |         |

PLOTTED: 6/8/23  
 21V1037 - HAMBRIGHT PARTNERS  
 (HAMBRIGHT PARTNERS - BASE - HAMBRIGHT-3-B-23)

**Sheet: C3 of 12**

Project Number: 2103



| CONCEPTUAL BUILDING / LOT TABLE |                              |           |           |            |         |        |                                                            |                             |                                      |                                                  |              |                          |
|---------------------------------|------------------------------|-----------|-----------|------------|---------|--------|------------------------------------------------------------|-----------------------------|--------------------------------------|--------------------------------------------------|--------------|--------------------------|
| BUILDING#                       | PROJECT REFERENCE            | FOOTPRINT | # FLOORS  | TOTAL AREA | # UNITS | ZONING | BUILDING TYPE                                              | HIGH-IT RESTRICTIONS        | 1st FLOOR                            | LOT TYPE                                         | STANDARD STL | SPECIAL STL              |
| A1                              | CLASS A OFFICE - DEX T       | 18,000    | 7         | 126,000    | 0       | TOD-E  | Urban Workplace                                            | Greater of 7 Stories or 80' | No Min/Max                           | Workplace                                        | 0'-15'       | >15' + 5' Overhang       |
| A2                              | CLASS A OFFICE - DEX T       | 22,000    | 7         | 154,000    | 0       | TOD-E  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| T1                              | STRUCTURED MULTIFAMILY       | 20,000    | 7         | 140,000    | 0       | TOD-R  |                                                            |                             |                                      |                                                  |              |                          |
| U1                              | URBAN MULTIFAMILY            | 14,500    | 5         | 72,500     | 42      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment - Mixed Uses - Shopfront - Workplace   | 0'-25'       | Urban = 0' + 5' Overhang |
| U2                              | URBAN MULTIFAMILY            | 14,500    | 5         | 72,500     | 48      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment - Mixed Uses - Shopfront - Workplace   | 0'-25'       | Urban = 0' + 5' Overhang |
| U3                              | URBAN MULTIFAMILY            | 18,000    | 4         | 72,000     | 60      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment - Mixed Uses - Shopfront - Workplace   | 0'-25'       | Urban = 0' + 5' Overhang |
| U4                              | URBAN MULTIFAMILY            | 14,500    | 4         | 59,000     | 48      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment - Mixed Uses - Shopfront - Workplace   | 0'-25'       | Urban = 0' + 5' Overhang |
| U5                              | URBAN MULTIFAMILY            | 11,500    | 4         | 46,000     | 30      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment - Mixed Uses - Shopfront - Workplace   | 0'-25'       | Urban = 0' + 5' Overhang |
| M1                              | MIXED-USE RESIDENTIAL        | 18,700    | 3         | 58,200     | 30      | TOD-R  | Shopfront w/ >50% Residential                              | Max = 13 Stories or 182'    | No Min/Max                           | Shopfront                                        | 0'-15'       | >15' + 5' Overhang       |
| C1                              | COMMERCIAL-INDUSTRIAL        | 18,000    | 2         | 26,000     | 0       | TOD-E  | Highway Commercial-Mixed Use-Shopfront-Workplace           | Varies                      | No Min/Max                           | Highway Commercial-Mixed Use-Shopfront-Workplace | Varies       | Varies                   |
| C2                              | COMMERCIAL                   | 5,400     | 2         | 10,800     | 0       | TOD-E  | Highway Commercial-Mixed Use-Shopfront-Workplace           | Varies                      | No Min/Max                           | Highway Commercial-Mixed Use-Shopfront-Workplace | Varies       | Varies                   |
| C3                              | COMMERCIAL                   | 8,000     | 2         | 16,000     | 0       | TOD-E  | Highway Commercial-Mixed Use-Shopfront-Workplace           | Varies                      | No Min/Max                           | Highway Commercial-Mixed Use-Shopfront-Workplace | Varies       | Varies                   |
| C4                              | COMMERCIAL                   | 5,000     | 1         | 5,000      | 0       | HC     | Apartment-Highway Commercial-Mixed Use-Shopfront-Workplace | Varies                      | Up to 65k (Major), Up to 15k (Minor) | Varies                                           | Varies       | Varies                   |
| C5                              | COMMERCIAL-INDUSTRIAL        | 16,000    | 2         | 32,000     | 0       | HC     | Apartment-Highway Commercial-Mixed Use-Shopfront-Workplace | Varies                      | Up to 65k (Major), Up to 15k (Minor) | Varies                                           | Varies       | Varies                   |
| C7                              | COMMERCIAL-INDUSTRIAL        | 6,000     | 1         | 6,000      | 0       | HC     | Apartment-Highway Commercial-Mixed Use-Shopfront-Workplace | Varies                      | Up to 65k (Major), Up to 15k (Minor) | Varies                                           | Varies       | Varies                   |
| C8                              | COMMERCIAL-INDUSTRIAL        | 17,500    | 1         | 17,500     | 0       | HC     | Apartment-Highway Commercial-Mixed Use-Shopfront-Workplace | Varies                      | Up to 65k (Major), Up to 15k (Minor) | Varies                                           | Varies       | Varies                   |
| C9                              | COMMERCIAL-INDUSTRIAL        | 20,000    | 1         | 20,000     | 0       | SP     | Workplace - Highway Commercial                             | 36' - 45' (plus roof)       | No Min/Max                           | Workplace - Highway Commercial                   | 0'-15'       | >15' + 5' Overhang       |
| C10                             | COMMERCIAL-INDUSTRIAL        | 20,000    | 1         | 20,000     | 0       | SP     | Workplace - Highway Commercial                             | 36' - 45' (plus roof)       | No Min/Max                           | Workplace - Highway Commercial                   | 0'-15'       | >15' + 5' Overhang       |
| C11                             | COMMERCIAL-INDUSTRIAL        | 20,000    | 1/2 SPLIT | 30,000     | 0       | SP     | Workplace - Highway Commercial                             | 36' - 45' (plus roof)       | No Min/Max                           | Workplace - Highway Commercial                   | 0'-15'       | >15' + 5' Overhang       |
| R1                              | WALK-UP MULTIFAMILY          | 15,000    | 3         | 45,000     | 30      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R2                              | WALK-UP MULTIFAMILY          | 15,000    | 3         | 45,000     | 30      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R3                              | WALK-UP MULTIFAMILY          | 15,000    | 3/4 SPLIT | 52,500     | 35      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R4                              | WALK-UP MULTIFAMILY          | 10,000    | 3/4 SPLIT | 35,000     | 30      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R5                              | WALK-UP MULTIFAMILY          | 5,000     | 3/4 SPLIT | 17,500     | 14      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R7                              | CLUBHOUSE                    | 5,000     | 2         | 12,000     | 0       | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R8                              | WALK-UP MULTIFAMILY          | 5,000     | 3         | 15,000     | 12      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R9                              | WALK-UP MULTIFAMILY          | 8,000     | 4         | 32,000     | 24      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R10                             | WALK-UP MULTIFAMILY          | 8,000     | 4         | 32,000     | 24      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R11                             | WALK-UP MULTIFAMILY          | 10,000    | 3         | 30,000     | 24      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R12                             | WALK-UP MULTIFAMILY          | 10,000    | 3/4 SPLIT | 35,000     | 35      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R16                             | WALK-UP MULTIFAMILY          | 10,000    | 2/3 SPLIT | 25,000     | 20      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R18                             | WALK-UP MULTIFAMILY          | 15,000    | 2/3 SPLIT | 42,500     | 25      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R20                             | WALK-UP MULTIFAMILY          | 15,000    | 3/4 SPLIT | 52,500     | 35      | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R21                             | TOWNHOME MULTIFAMILY         | 4,500     | 2         | 9,000      | 5       | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R22                             | TOWNHOME MULTIFAMILY         | 3,500     | 2         | 7,000      | 4       | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R23                             | TOWNHOME MULTIFAMILY         | 4,500     | 2         | 9,000      | 5       | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R24                             | TOWNHOME MULTIFAMILY         | 4,500     | 2         | 9,000      | 5       | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R25                             | TOWNHOME MULTIFAMILY         | 4,500     | 2         | 9,000      | 5       | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R26                             | TOWNHOME MULTIFAMILY         | 3,500     | 2         | 7,000      | 4       | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R27                             | TOWNHOME MULTIFAMILY         | 3,500     | 2         | 7,000      | 4       | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| R28                             | TOWNHOME MULTIFAMILY         | 4,500     | 2         | 9,000      | 5       | TOD-R  | Apartment                                                  | Max = 13 Stories or 182'    | No Min/Max                           | Apartment                                        | 0'-25'       | Urban = 0' + 5' Overhang |
| W1                              | WAREHOUSE W/ OUTDOOR STORAGE | 15,000    | 1         | 15,000     | 0       | SP     | Workplace - Highway Commercial                             | 36' - 45' (plus roof)       | No Min/Max                           | Workplace - Highway Commercial                   | 0'-15'       | >15' + 5' Overhang       |
| W2                              | WAREHOUSE W/ OUTDOOR STORAGE | 27,000    | 1         | 27,000     | 0       | SP     | Workplace - Highway Commercial                             | 36' - 45' (plus roof)       | No Min/Max                           | Workplace - Highway Commercial                   | 0'-15'       | >15' + 5' Overhang       |
| S1                              | WAREHOUSE/STORAGE            | 2,000     | 1         | 2,000      | 0       | SP     | Workplace - Highway Commercial                             | 36' - 45' (plus roof)       | No Min/Max                           | Workplace - Highway Commercial                   | 0'-15'       | >15' + 5' Overhang       |
| S2                              | WAREHOUSE/STORAGE            | 22,000    | 1         | 22,000     | 0       | SP     | Workplace - Highway Commercial                             | 36' - 45' (plus roof)       | No Min/Max                           | Workplace - Highway Commercial                   | 0'-15'       | >15' + 5' Overhang       |
| S3                              | WAREHOUSE/STORAGE            | 22,000    | 1         | 22,000     | 0       | SP     | Workplace - Highway Commercial                             | 36' - 45' (plus roof)       | No Min/Max                           | Workplace - Highway Commercial                   | 0'-15'       | >15' + 5' Overhang       |
| S4                              | WAREHOUSE/STORAGE            | 14,000    | 1         | 14,000     | 0       | SP     | Workplace - Highway Commercial                             | 36' - 45' (plus roof)       | No Min/Max                           | Workplace - Highway Commercial                   | 0'-15'       | >15' + 5' Overhang       |

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

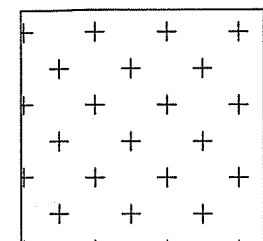
| ACREAGE |                  | SQUARE FEET      |            | TOTAL    |         | Min. FAR |             | FAR      |
|---------|------------------|------------------|------------|----------|---------|----------|-------------|----------|
| LOT #   | (net of streets) | (net of streets) | BUILDING #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

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

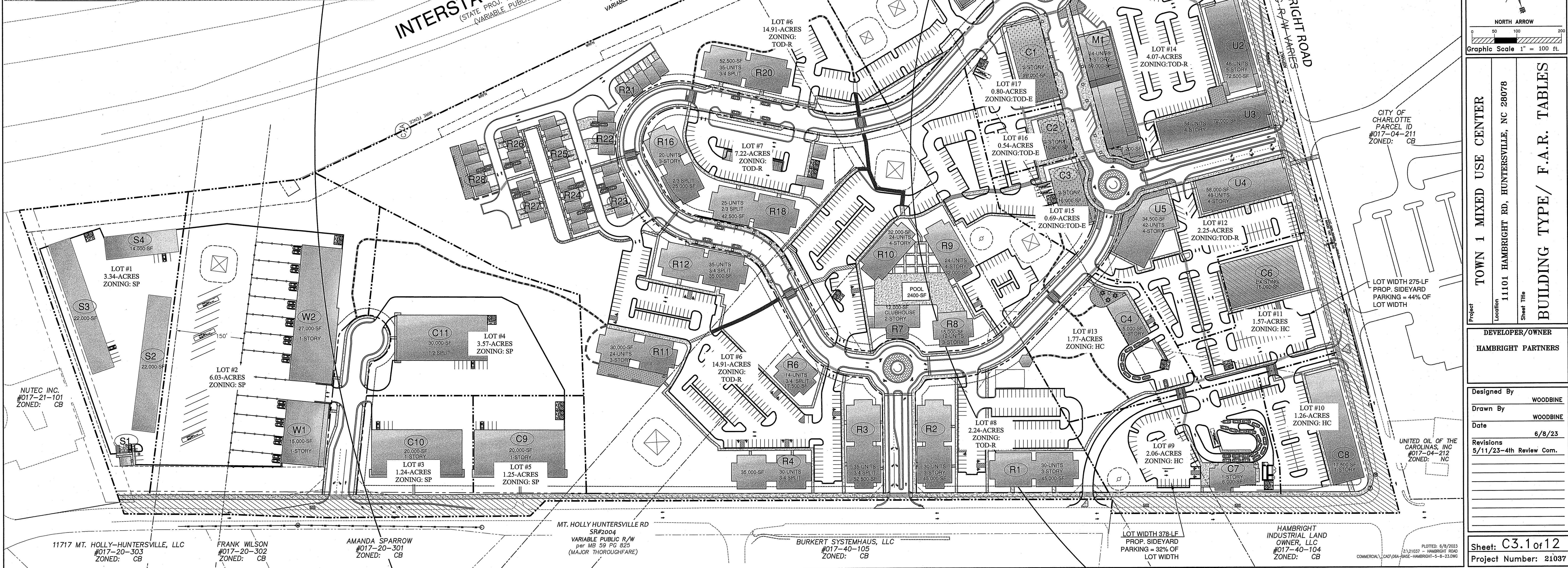
### CONCEPTUAL TOD-E ACCESSORY USE TABLE

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

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



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



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photo@woodbinedesign.com

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

**SEAL**

**SEAL**  
NO. C-4053

**North Arrow**

**Graphic Scale 1" = 100 ft.**

**TOWN 1 MIXED USE CENTER**  
11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078

**BUILDING TYPE/ F.A.R. TABLES**

**DEVELOPER/OWNER**  
HAMBRIGHT PARTNERS

**Designed By**  
WOODBINE

**Drawn By**  
WOODBINE

**Date**  
6/8/23

**Revisions**  
5/11/23-4th Review Com.

**Sheet: C3.1 of 12**  
Project Number: 21037





# TOWN 1

**LEGEND**

**PROPOSED:**

- 5' CONTOURS
- 1" CONTOURS
- SANITARY SEWER
- STORM SEWER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- GRATE INLET
- SPOT ELEVATION

**EXISTING:**

- 5' CONTOURS
- 1" CONTOURS
- STORM SEWER
- SANITARY SEWER
- WATER LINE
- STORM SEWER MANHOLE (MH)
- CURB INLET (CI)
- GRATE INLET/YARD INLET (GI/YI)

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740.10.6367 Cornelia, NC 28031

**PRELIMINARY NOT FOR CONSTRUCTION**

SEAL

SEAL  
No. C-4063

**NORTH ARROW**

Graphic Scale 1" = 100 ft.

**Project**  
TOWN 1 MIXED USE CENTER  
11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078  
**Location**

**Sheet Title**  
CONCEPT PLAN W/ EX. TOPO

**DEVELOPER/OWNER**  
HAMBRIGHT PARTNERS

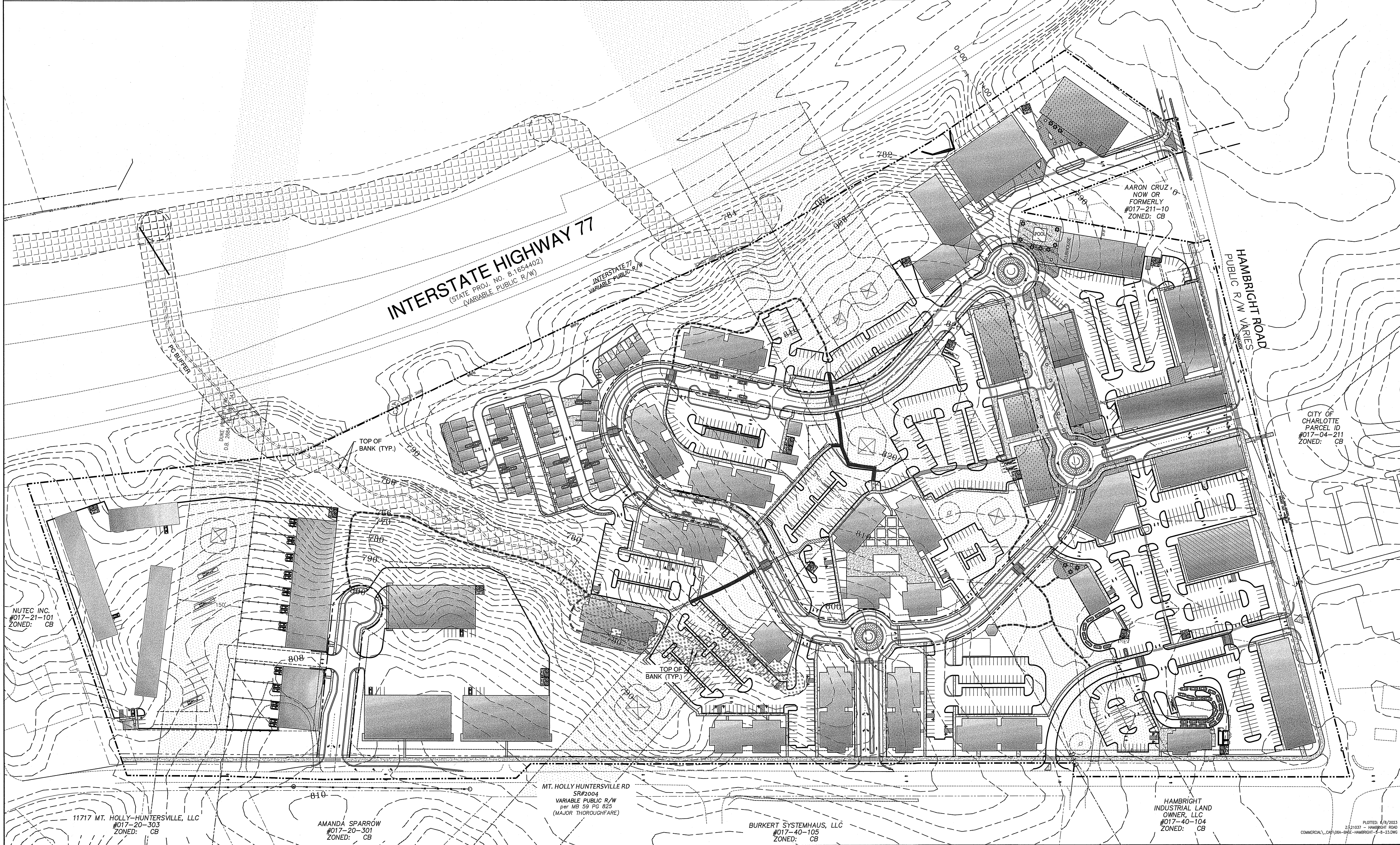
**Designed By**  
WOODBINE

**Drawn By**  
WOODBINE

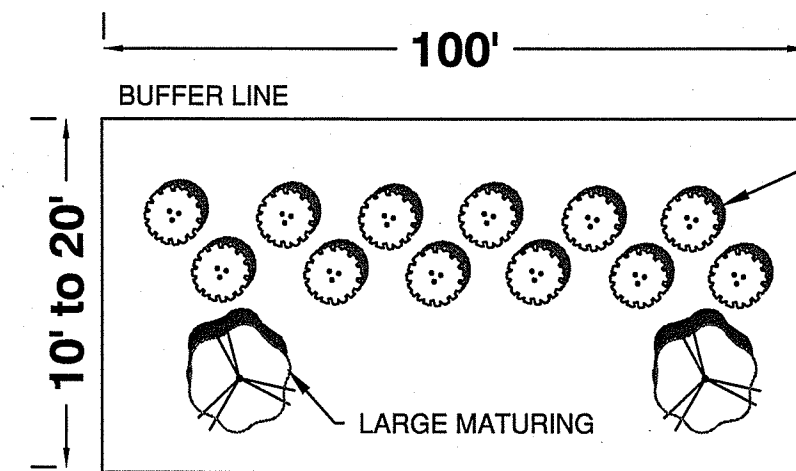
**Date**  
6/8/23

**Revisions**

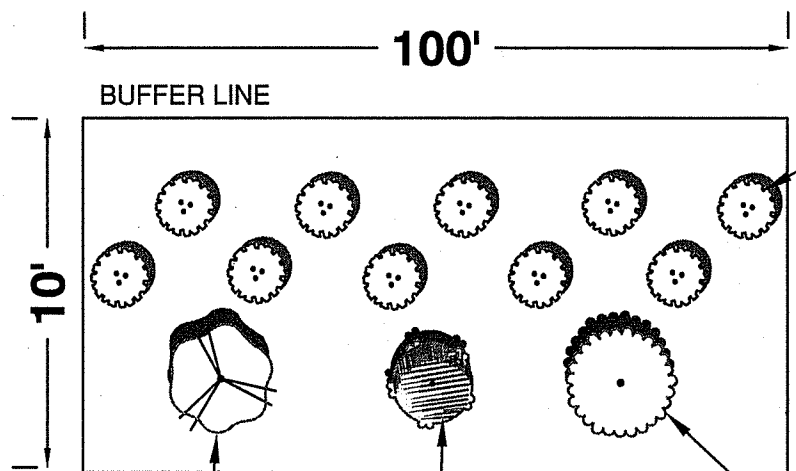
**Sheet: C4 of 12**  
**Project Number: 21037**



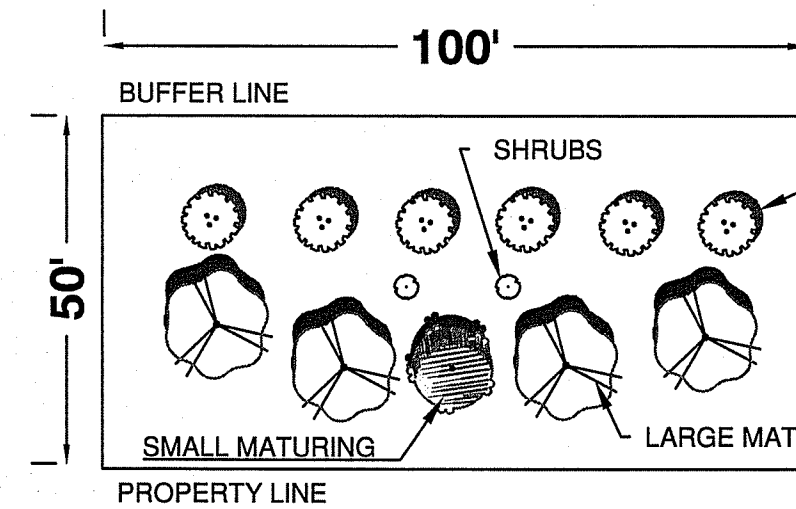




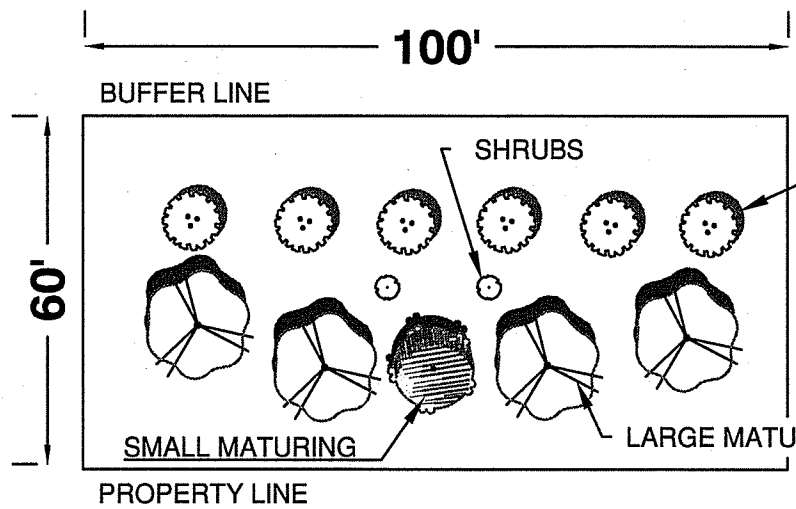
TYPICAL SIDEYARD PARKING SCREENING - (N.T.S)



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



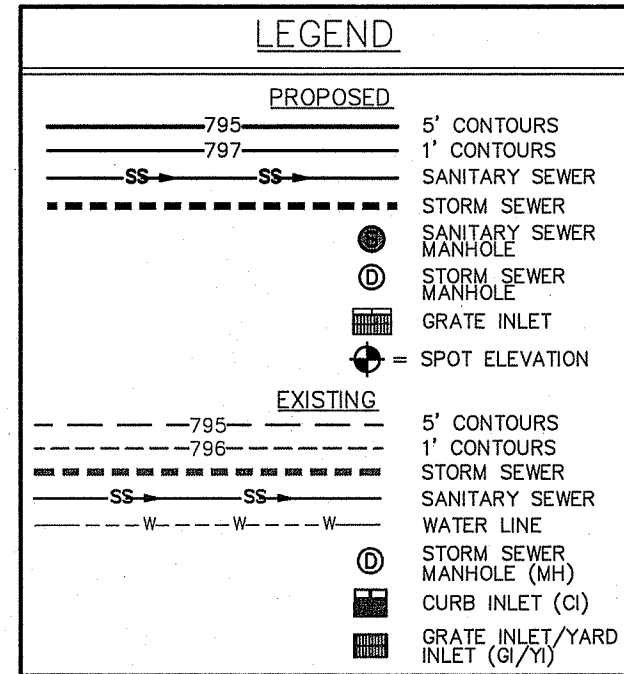
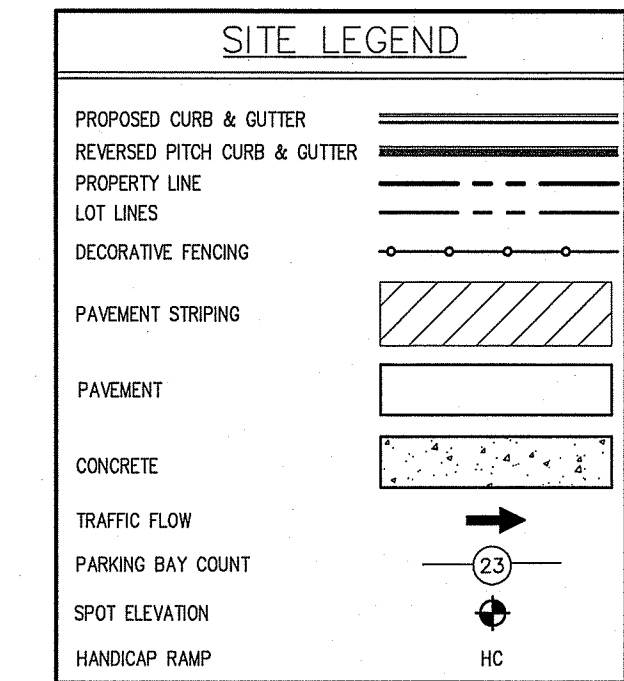
TYPICAL 50' MITIGATED I-77 BUFFER -(N.T.S)



60-FT LANDSCAPE BUFFER ALONG STORAGE FACILITY

## LANDSCAPE NOTES

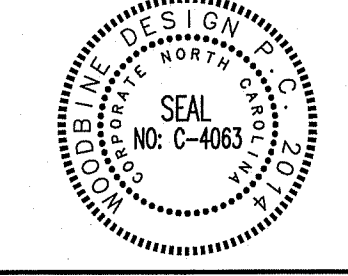
- 1) PERIMETER SCREENING ALONG I-77 SHALL REQUIRE 50-FT BUFFER
- 2) STREET TREES SHALL BE PROVIDED PER ORDINANCE
- 3) ALL PARKING SPACES SHALL BE LOCATED WITHIN 60-FT OF A CANOPY TREE.
- 4) FOUNDATION PLANTINGS SHALL BE PROVIDED
- 5) PARKING LOT LANDSCAPING SHALL COMPLY WITH THE TOWN ORDINANCE
- 6) ALL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



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PRELIMINARY  
NOT FOR  
CONSTRUCTION

SEAL



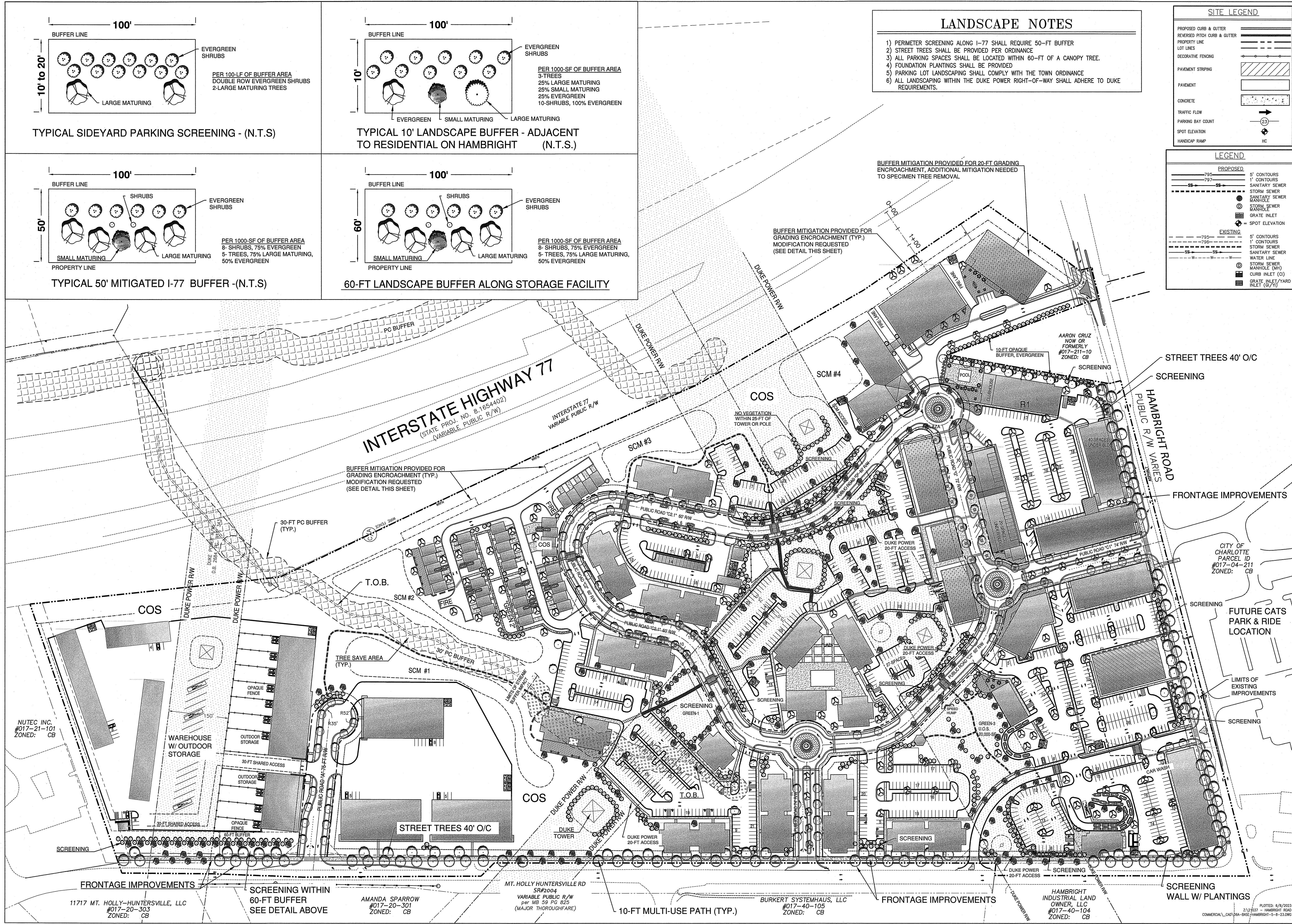
Graphic Scale 1" = 100 ft

TOWN 1 MIXED USE CENTER  
11101 HAMBRIGHT RD, HUNTERVILLE, NC 28078  
Sheet Title  
CONCEPTUAL LANDSCAPE PLAN

DEVELOPER/OWNER  
HAMBRIGHT PARTNERS

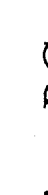
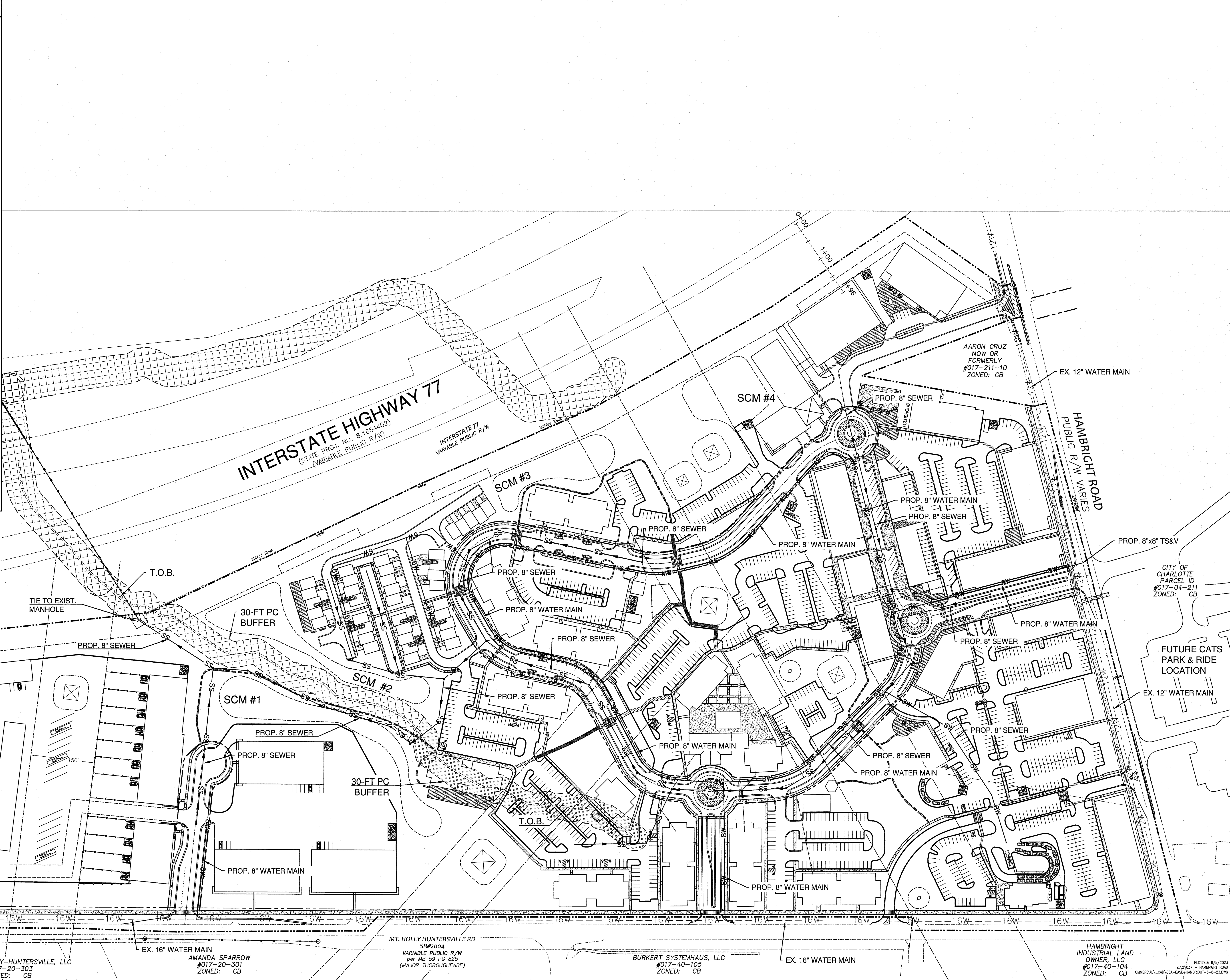
Designed By  
WOODBINE  
Drawn By  
WOODBINE  
Date  
6/8/23  
Revisions  
5/11/23-4th Review Com.

Sheet: C5 of 12  
Project Number: 21037





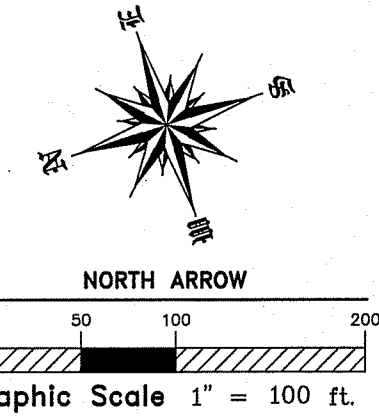
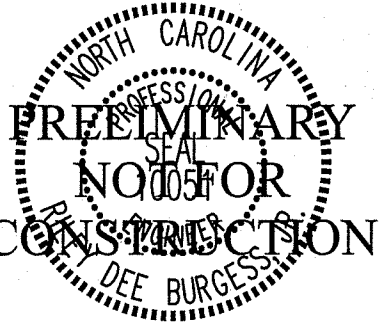
| PROPOSED UTILITIES |                  |                                |
|--------------------|------------------|--------------------------------|
| 2W                 | 2W               | 2" WATER LINE                  |
| 3W                 | 3W               | 3" WATER LINE                  |
| 4W                 | 4W               | 4" WATER LINE                  |
| 6W                 | 6W               | 6" WATER LINE                  |
| 8W                 | 8W               | 8" WATER LINE                  |
| 10W                | 10W              | 10" WATER LINE                 |
| 12W                | 12W              | 12" WATER LINE                 |
| 16W                | 16W              | 16" WATER LINE                 |
| W                  |                  | WATER LINE                     |
| IRR                | IRR              | IRRIGATION LINE                |
| CHP                | CHP              | OVERHEAD POWER                 |
| G                  | G                | GAS LINE                       |
| T                  | T                | TELEPHONE COMMUNICATIONS       |
| UP                 | UP               | UNDERGROUND POWER              |
| CHT                | CHT              | OVERHEAD TELEPHONE             |
| UT                 | UT               | UNDERGROUND PHONE              |
| FM                 | FM               | FORCE MAIN                     |
| SS                 | SS               | SANITARY SEWER                 |
|                    |                  | STORM SEWER                    |
|                    |                  | FLARED END SECTION (FES)       |
|                    |                  | SANITARY SEWER MANHOLE (SSMH)  |
|                    |                  | STORM SEWER MANHOLE (SMH)      |
|                    |                  | GRATE INLET/YARD INLET (G/YI)  |
|                    |                  | CURB INLET (CI)                |
|                    |                  | WATER METER                    |
|                    |                  | REDUCER                        |
|                    |                  | BACKFLOW PREVENTOR             |
|                    |                  | FIRE HYDRANT                   |
|                    |                  | GATE VALVE                     |
|                    |                  | 11.25", 22.5", 45" OR 90" BEND |
|                    |                  | TEE WITH THRUST BLOCK          |
| EXISTING UTILITIES |                  |                                |
| ---                | -705-            | 5' CONTOURS                    |
| ---                | -796-            | 1' CONTOURS                    |
| SS                 | SS               | STORM SEWER                    |
| FM                 | FM               | SANITARY SEWER                 |
| G                  | G                | GAS LINE                       |
| UP                 | UP               | UNDERGROUND POWER              |
| CHP                | CHP              | OVERHEAD POWER                 |
| UT                 | UT               | UNDERGROUND PHONE              |
| CHT                | CHT              | OVERHEAD TELEPHONE             |
| T                  | T                | TELEPHONE COMMUNICATIONS       |
| IRR                | IRR              | IRRIGATION LINE                |
| REG                | REG              | REGULATION LINE                |
| 2W                 | 2W               | 2" WATER LINE                  |
| 3W                 | 3W               | 3" WATER LINE                  |
| 4W                 | 4W               | 4" WATER LINE                  |
| 6W                 | 6W               | 6" WATER LINE                  |
| 8W                 | 8W               | 8" WATER LINE                  |
| 10W                | 10W              | 10" WATER LINE                 |
| 12W                | 12W              | 12" WATER LINE                 |
| 16W                | 16W              | 16" WATER LINE                 |
| BOC                | BACK OF CURB     | FIRE HYDRANT (FH)              |
| EOP                | EDGE OF PAVEMENT | GATE VALVE (GV)                |
| R/W                | RIGHT-OF-WAY     | SANITARY SEWER MANHOLE (SSMH)  |
| N/Y                | NEW OR FORMERLY  | STORM SEWER MANHOLE (SMH)      |
|                    |                  | CURB INLET (CI)                |
|                    |                  | GRATE INLET/YARD INLET (G/YI)  |
|                    |                  | SIGN                           |
|                    |                  | UTILITY POLE                   |
|                    |                  | LIGHT POLE                     |
|                    |                  | WATER METER                    |



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 704.315.8387 Cornelius, NC 28031  
[woody@woodbinedesign.com](mailto:woody@woodbinedesign.com)



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

**DEVELOPER/OWNER**  
**HAMBRIGHT PARTNERS**

|                         |          |
|-------------------------|----------|
| Designed By             | WOODBINE |
| Drawn By                | WOODBINE |
| Date                    | 6/8/23   |
| Revisions               |          |
| 5/11/23-4th Review Com. |          |
| 6/8/23-5th Review Com.  |          |

Sheet: C5.1 of 12  
Project Number: 21037



**STORM WATER NARRATIVE:**

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

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



**Woodbine Design, P.C.**  
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bio  
metric  
analysis & man

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rlung@woodbinedesign.com  
980.772.2699 20818 N. Math Street, Suite 204  
7414 S. 133rd  
Charlotte, NC 28261  
pcc@woodbinedesign.com

|             |                                            |
|-------------|--------------------------------------------|
| Project     | TOWN 1 MIXED USE CENTER                    |
| Location    | 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078 |
| Sheet Title | CONCEPTUAL STORMWATER/GRADING              |

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|             |                         |
|-------------|-------------------------|
| Designed By | WOODBINE                |
| Drawn By    | WOODBINE                |
| Date        | 6/8/23                  |
| Revisions   | 5/11/23-4th Review Com. |

|                       |
|-----------------------|
| Sheet: C5.2 of 12     |
| Project Number: 21037 |



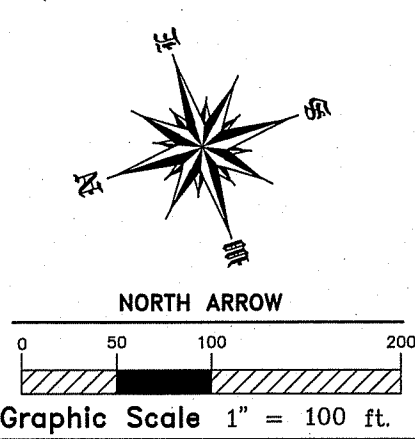


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990.742.2669 20816 N. Main Street, Suite 204  
734.513.0367 Centerville, NC 28531





|             |                                            |
|-------------|--------------------------------------------|
| Project     | TOWN 1 MIXED USE CENTER                    |
| Location    | 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078 |
| Sheet Title | LOT LAYOUT, DENSITY                        |

DEVELOPER/OWNER  
HAMBRIGHT PARTNERS

1. *Journal of the American Medical Association*, 1997; 278: 1039-1044.

Designed By WOODBINE  
Drawn By \_\_\_\_\_

Date 6/8/23

Revisions  
5/11/23-4th Review Com.

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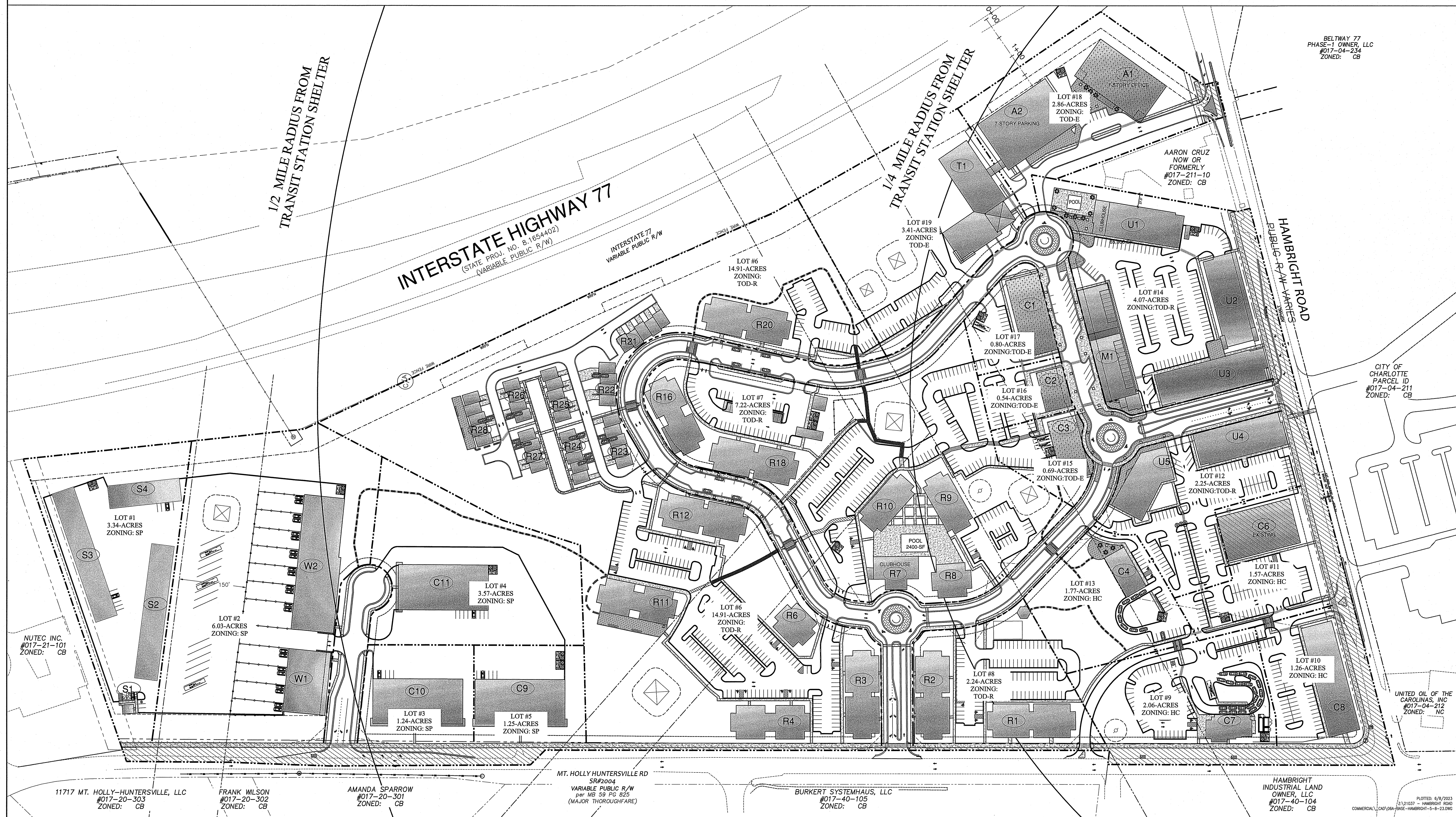
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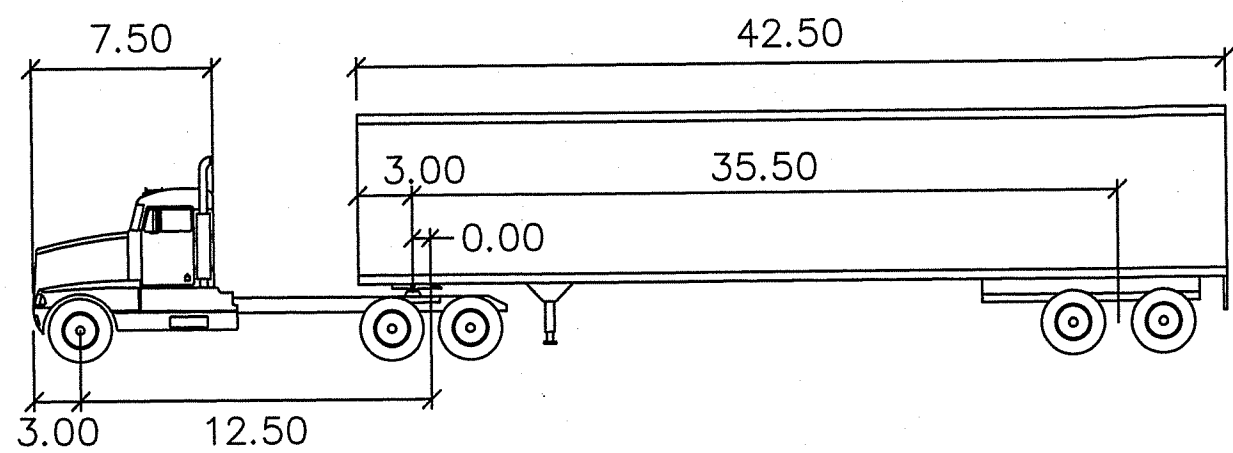
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C6 12

Sheet: 06 of 12  
Project Number: 21037

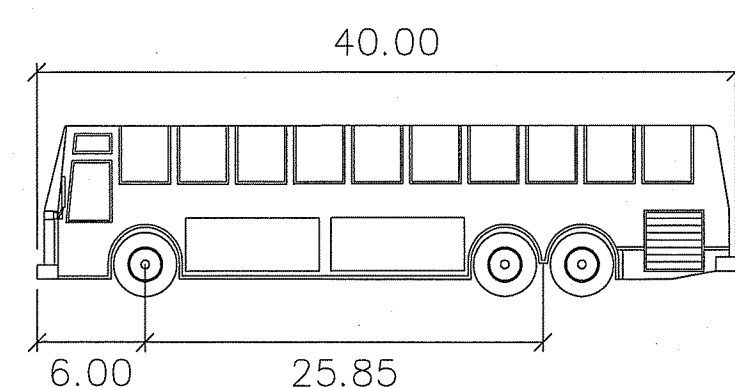






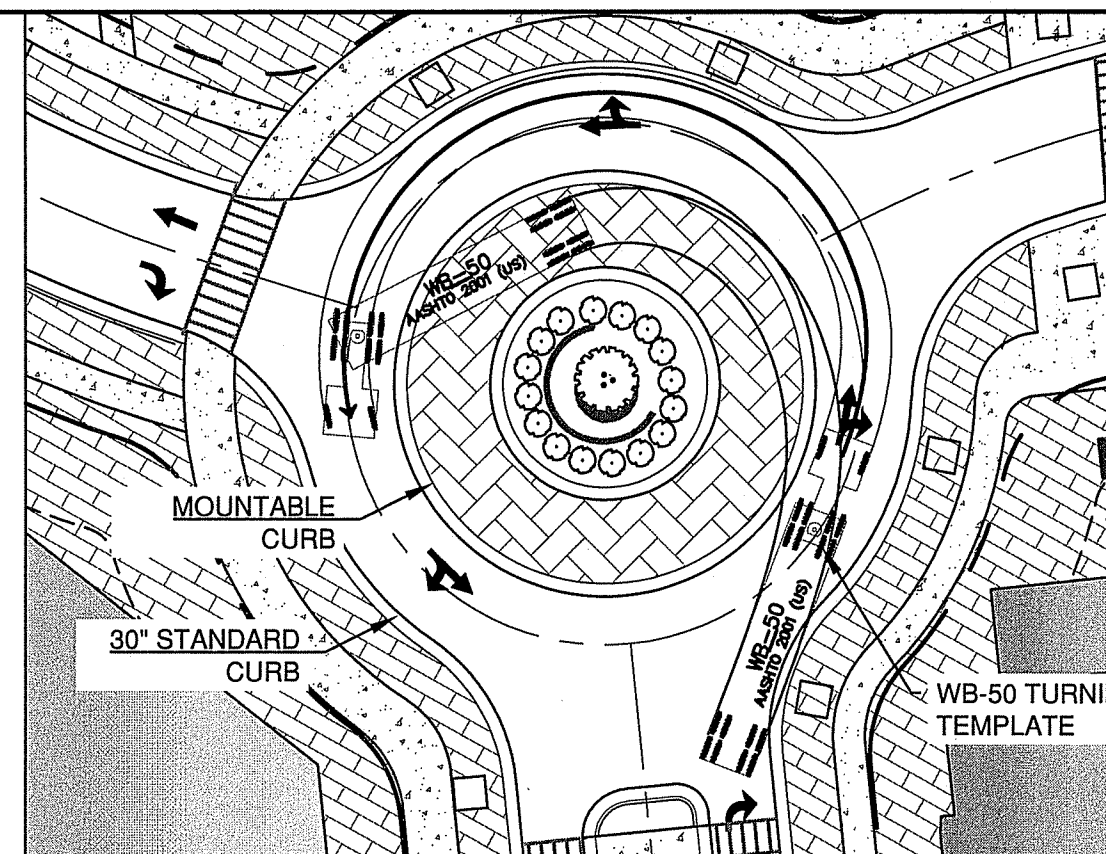
WB-50

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



BUS-40

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



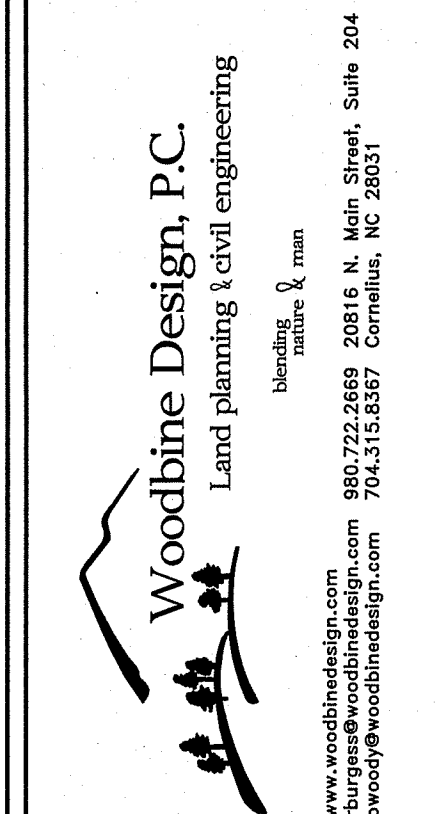
| TRAFFIC CALMING METHOD | SPEED HUMP/ENHANCED PED. CROSSING |
|------------------------|-----------------------------------|
| SIDEWALK WIDTH         | 5-FT MIN.                         |
| PLANTING STRIP WIDTH   | 7-FT                              |

| PATH LEGEND |  |
|-------------|--|
| 4\"/>       |  |
| 6\"/>       |  |
| 10\"/>      |  |
| 8\"/>       |  |
| 8\"/>       |  |

## BLOCK LENGTH

| BLOCK | LENGTH |
|-------|--------|
| A     | 252-FT |
| B     | 359-FT |
| C     | 226-FT |
| D     | 388-FT |
| E     | 306-FT |
| F     | 473-FT |
| G     | 363-FT |
| H     | 454-FT |
| I     | 288-FT |
| J     | 220-FT |

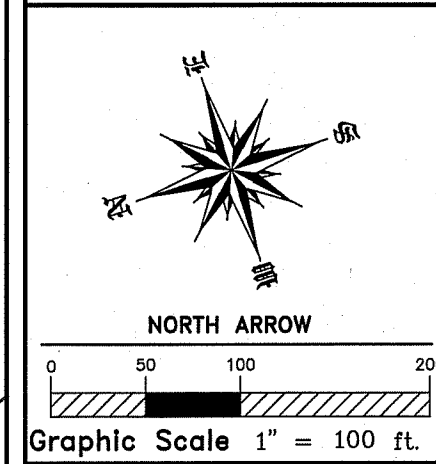
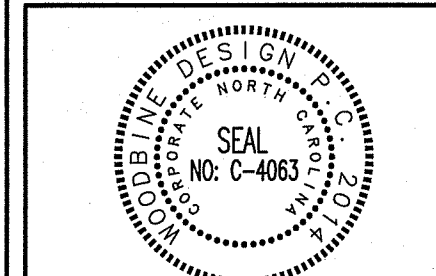
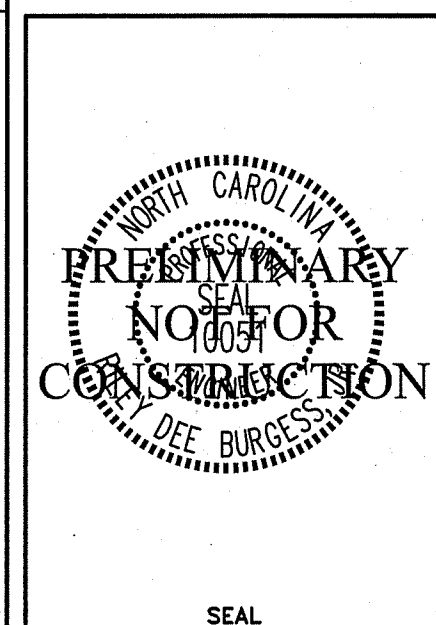
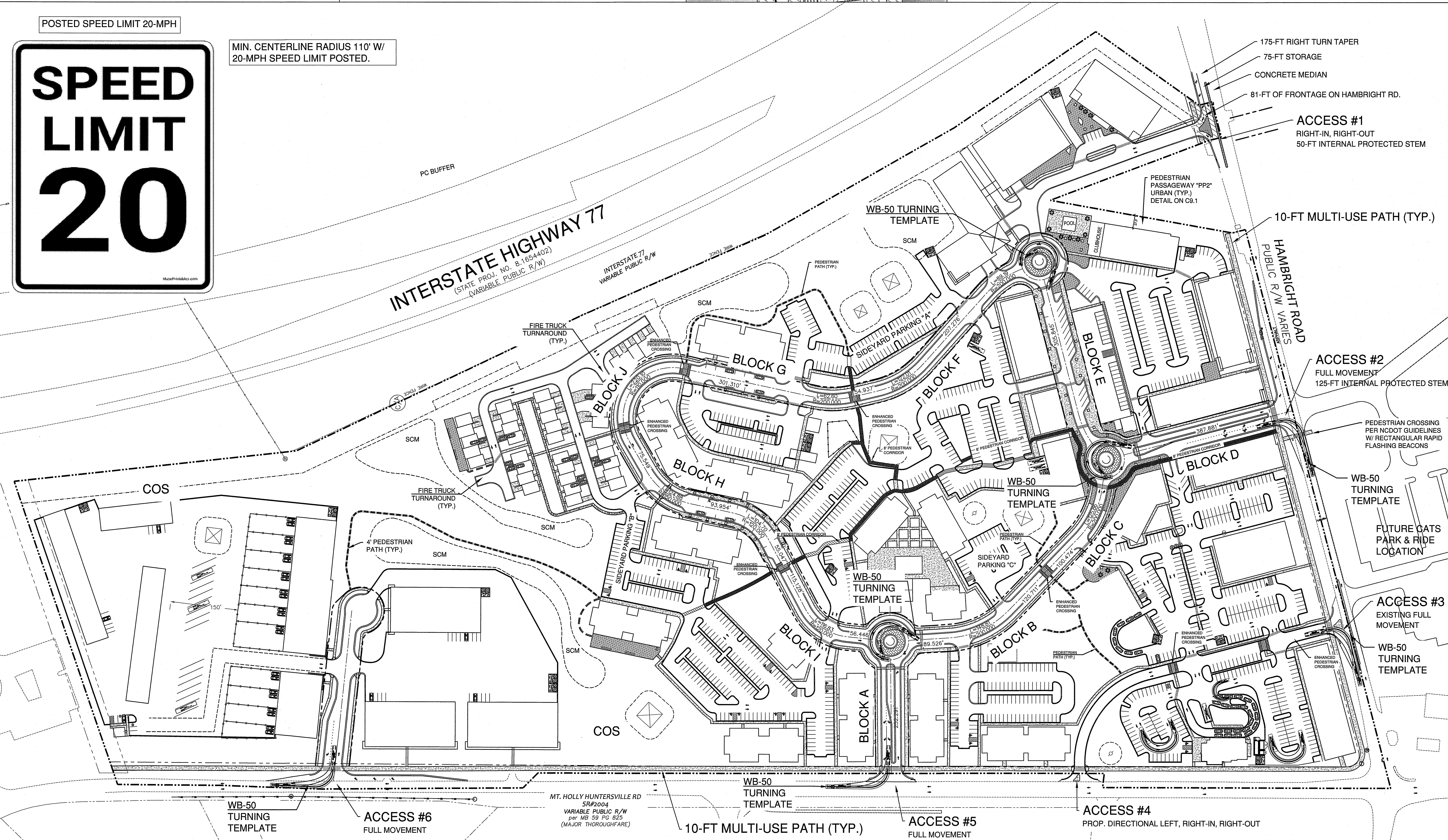
BLOCK LENGTH MEASURED ALONG CENTERLINE, ENHANCED PEDESTRIAN CROSSING USED TO BREAK UP AREAS EXCEEDING 500-FT



POSTED SPEED LIMIT 20-MPH



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



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

Developer/Owner: HAMBRIGHT PARTNERS

Designed By: WOODBINE  
Drawn By: WOODBINE  
Date: 6/8/23  
Revisions: 5/11/23-4th Review Com.

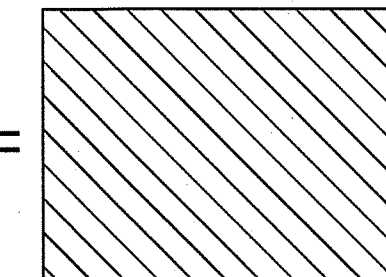
Sheet: C7 of 12  
Project Number: 21037





# TOWN 1

RIGHT-OF-WAY TO BE DEDICATED =



ZONING BOUNDARY LINE

INTERSTATE HIGHWAY 77  
(STATE PROJ. NO. B-1654402)  
(VARIABLE PUBLIC R/W)

INTERSTATE 77  
VARIABLE PUBLIC R/W

1/4 MILE RADIUS FROM  
TRANSIT STATION SHELTER

ZONING  
BOUNDARY  
LINE

RIGHT-OF-WAY TO  
BE DEDICATED,  
50-FT FROM CL

RIGHT-OF-WAY TO  
BE DEDICATED,  
50-FT FROM CL

CITY OF  
CHARLOTTE  
PARCEL ID  
#017-04-211  
ZONED: CB

LOT WIDTH 275'-LF  
PROP. SIDEYARD  
PARKING = 44% OF  
LOT WIDTH

UNITED STATES OF AMERICA  
CAROLAS, NC  
ZONED: CB

TOWN 1 MIXED USE CENTER  
11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078

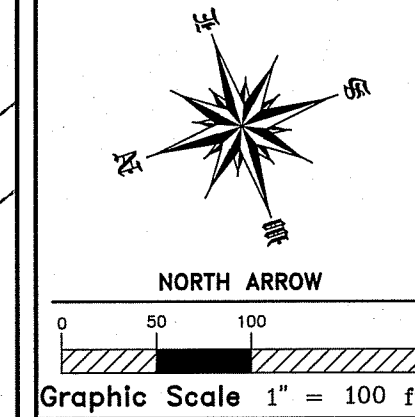
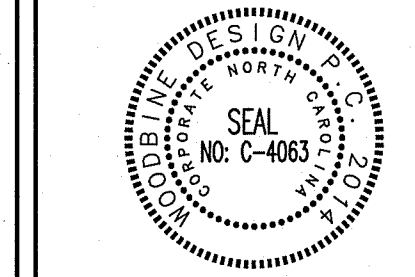
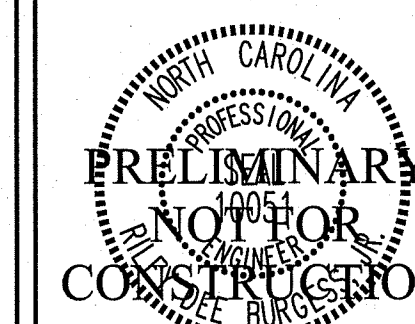
ZONING BOUNDARY AND  
NEIGHBORING PARCELS

DEVELOPER/OWNER  
HAMBRIGHT PARTNERS

Designed By  
WOODBINE  
Drawn By  
WOODBINE  
Date  
6/8/23

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5/11/23-4th Review Com.  
5/11/23-4th Review Com.  
5/11/23-4th Review Com.  
5/11/23-4th Review Com.  
5/11/23-4th Review Com.  
5/11/23-4th Review Com.  
5/11/23-4th Review Com.  
5/11/23-4th Review Com.  
5/11/23-4th Review Com.  
5/11/23-4th Review Com.

Sheet: C8 of 12  
Project Number: 21037



Graphic Scale 1" = 100 ft.

Project  
Location  
Sheet Title

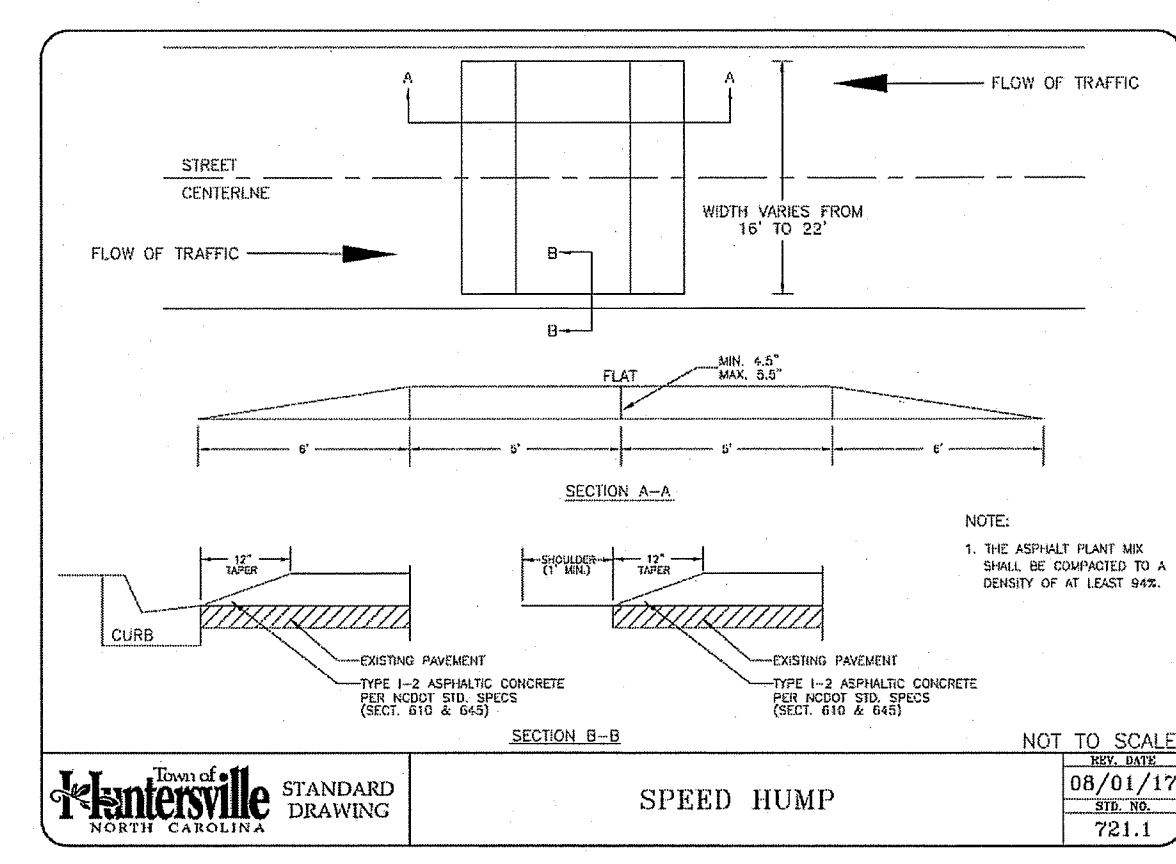
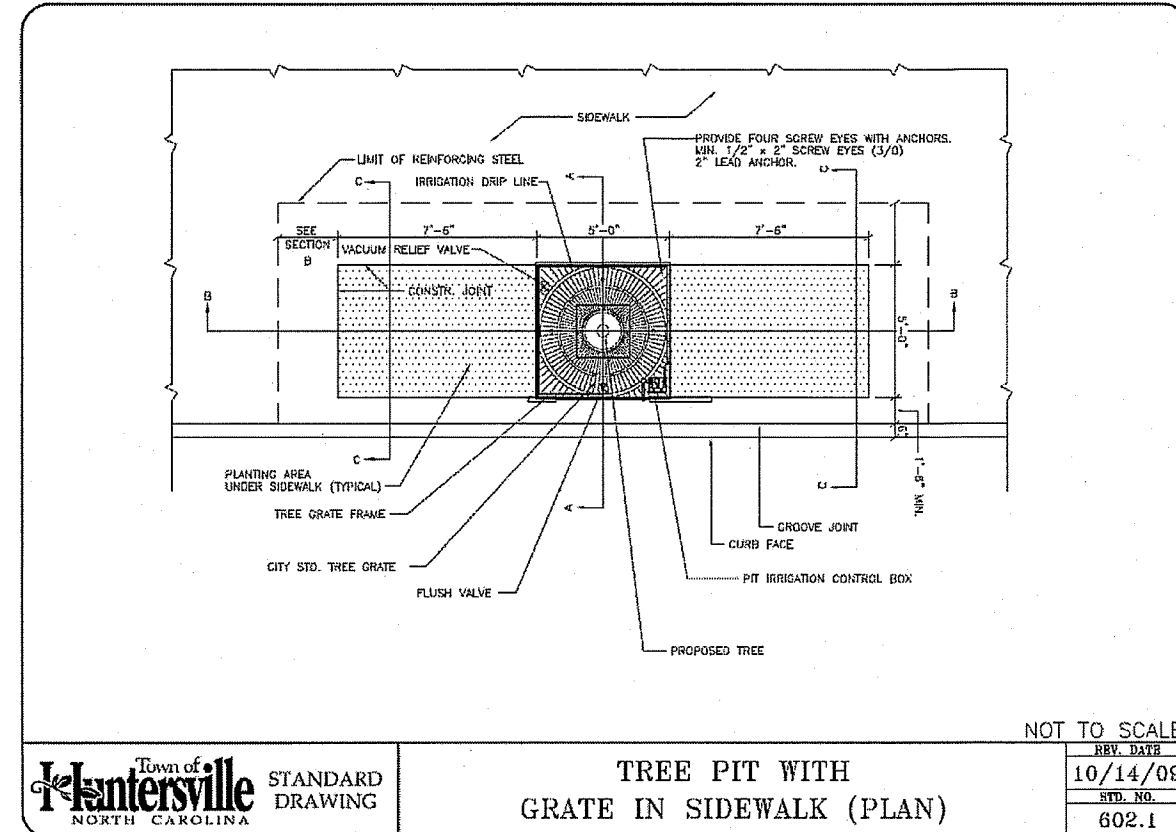
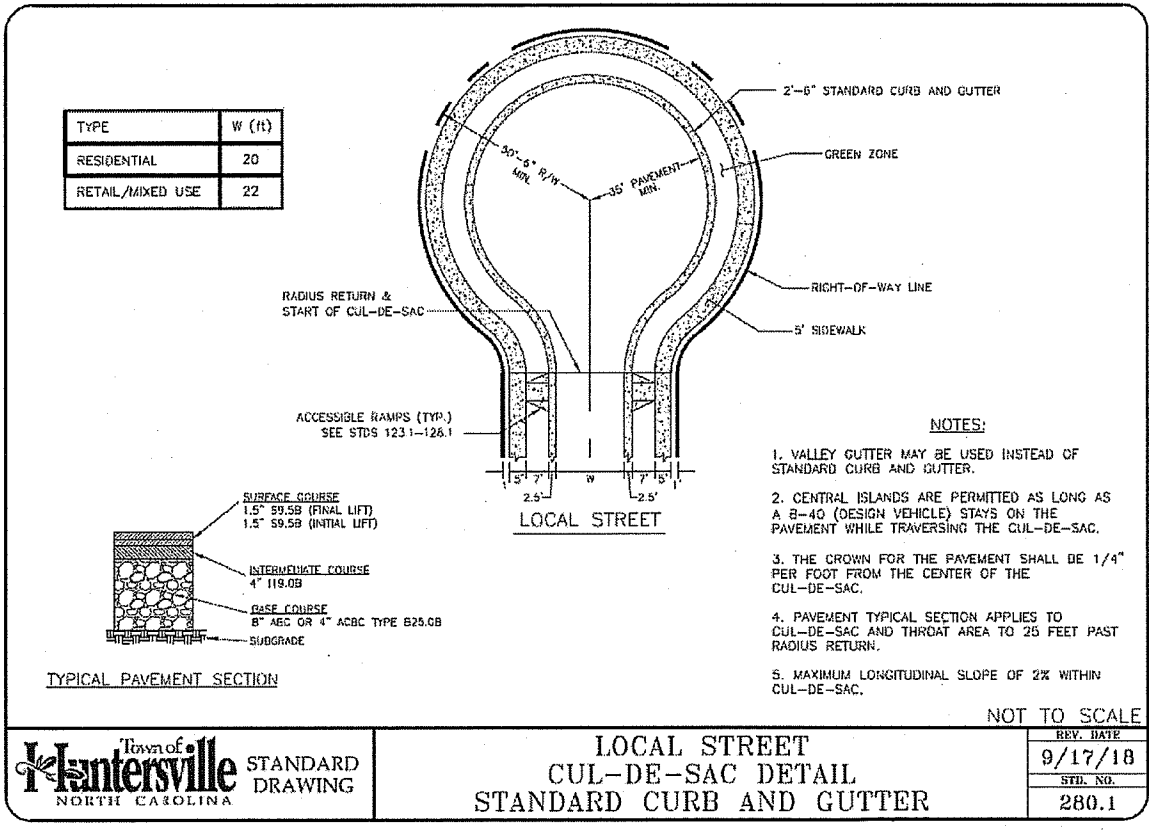
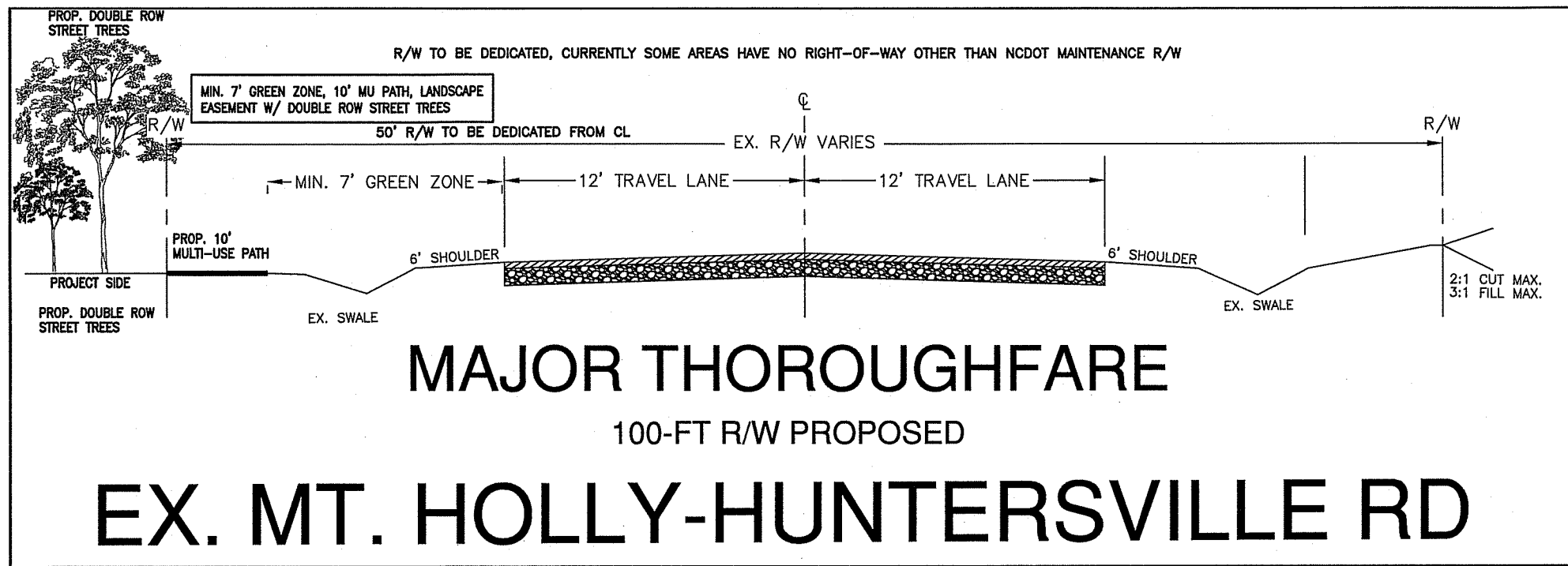
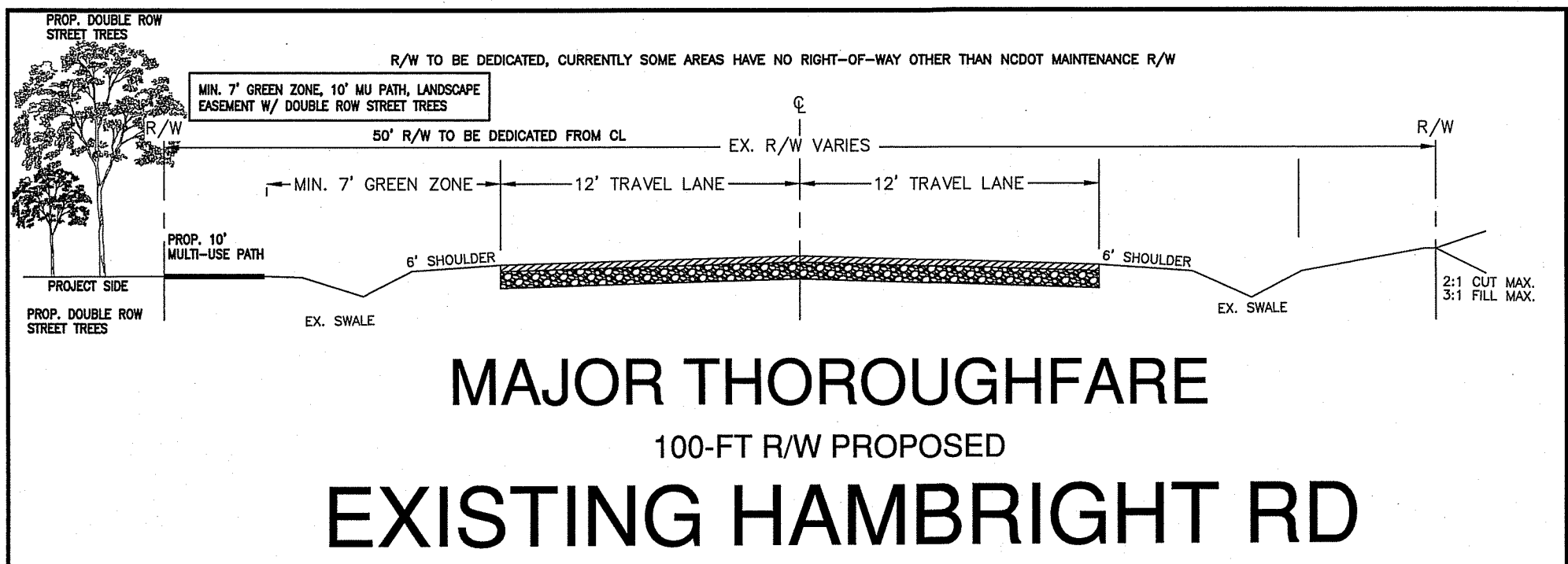
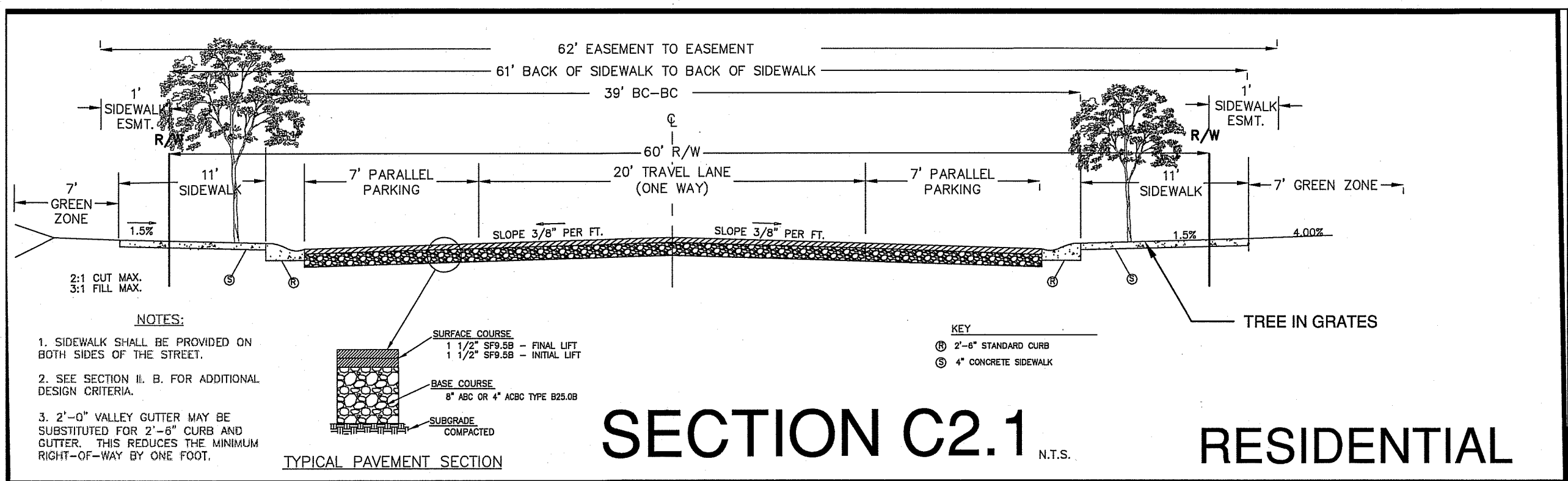
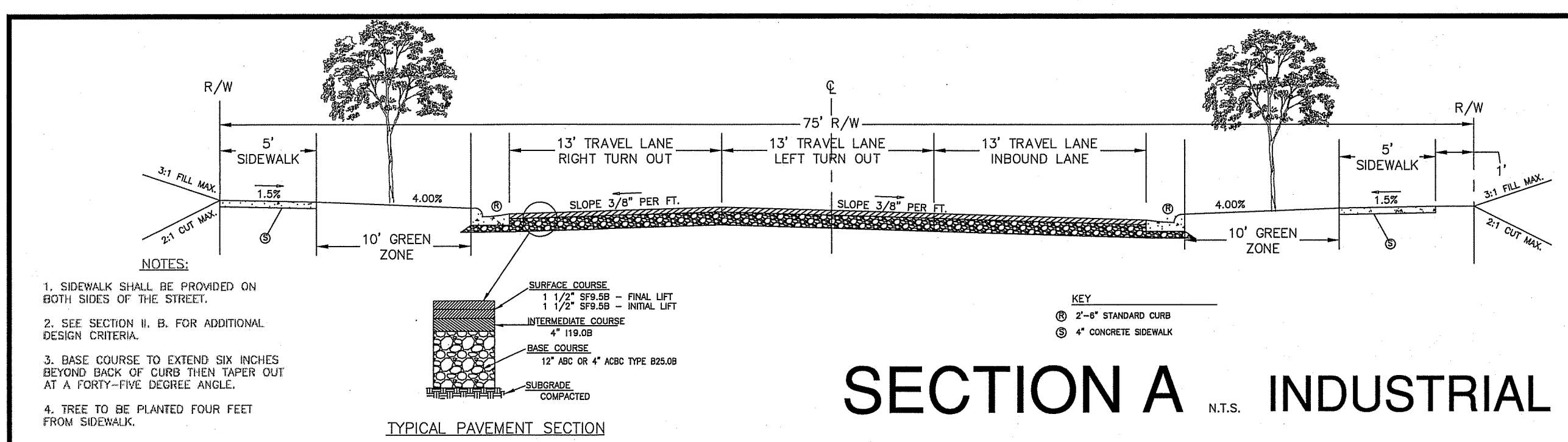
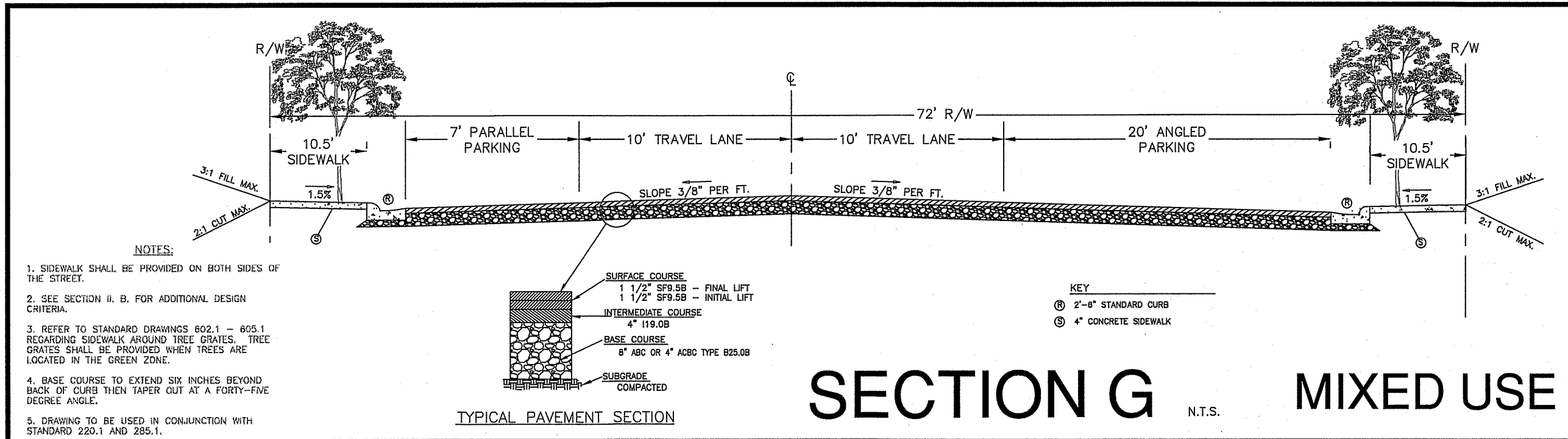
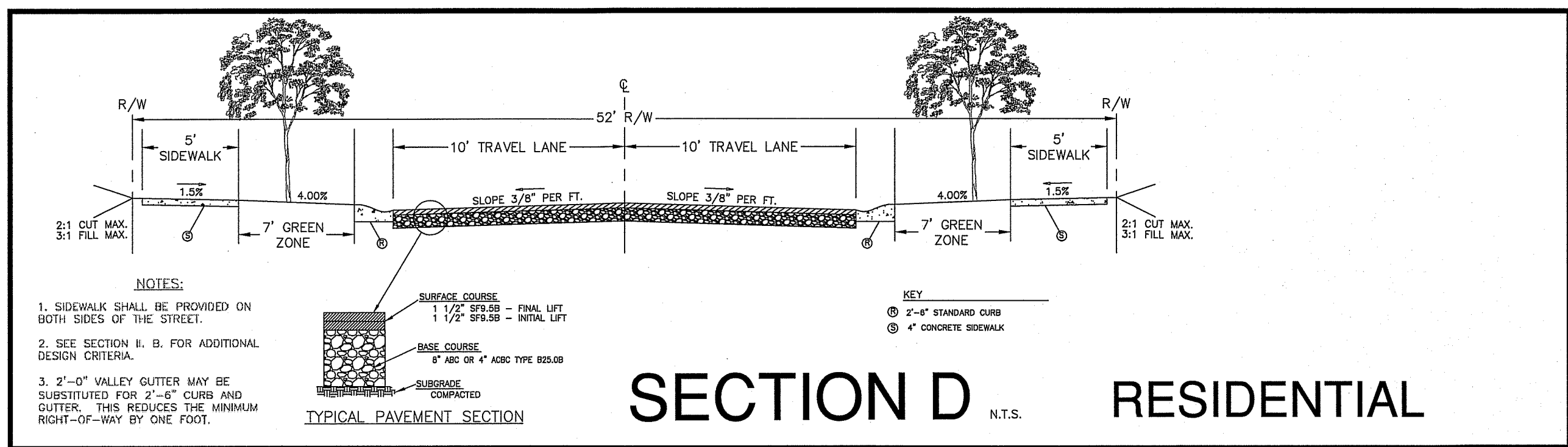
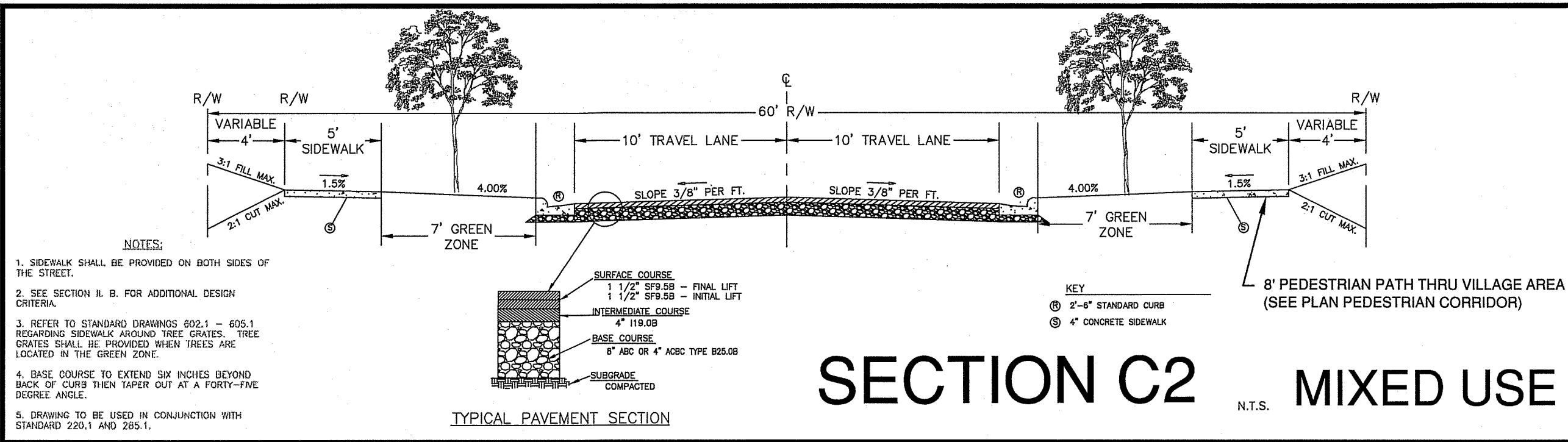
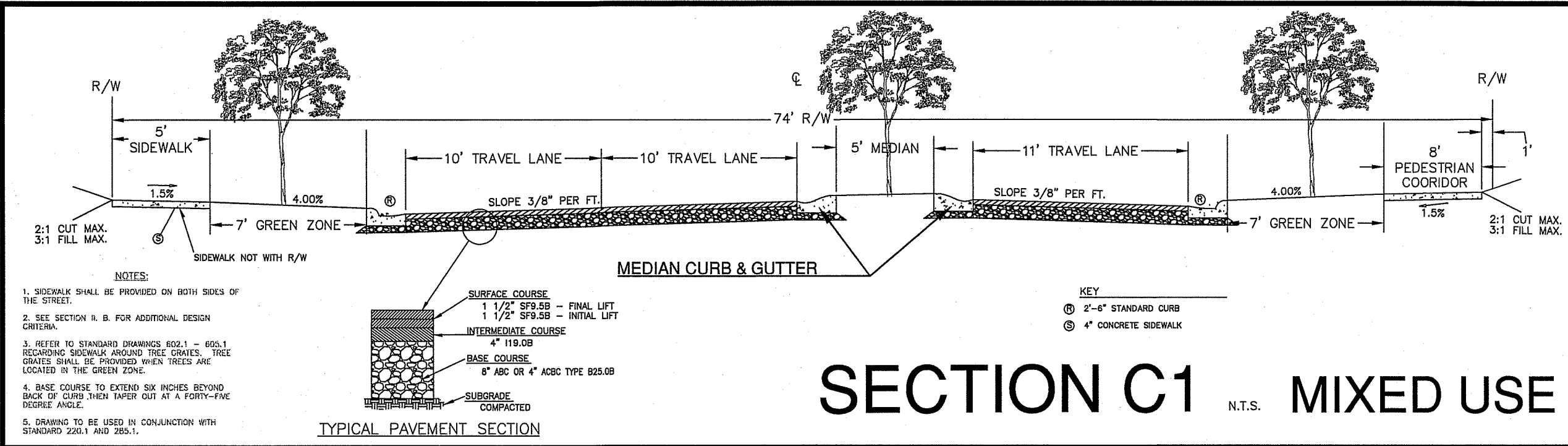
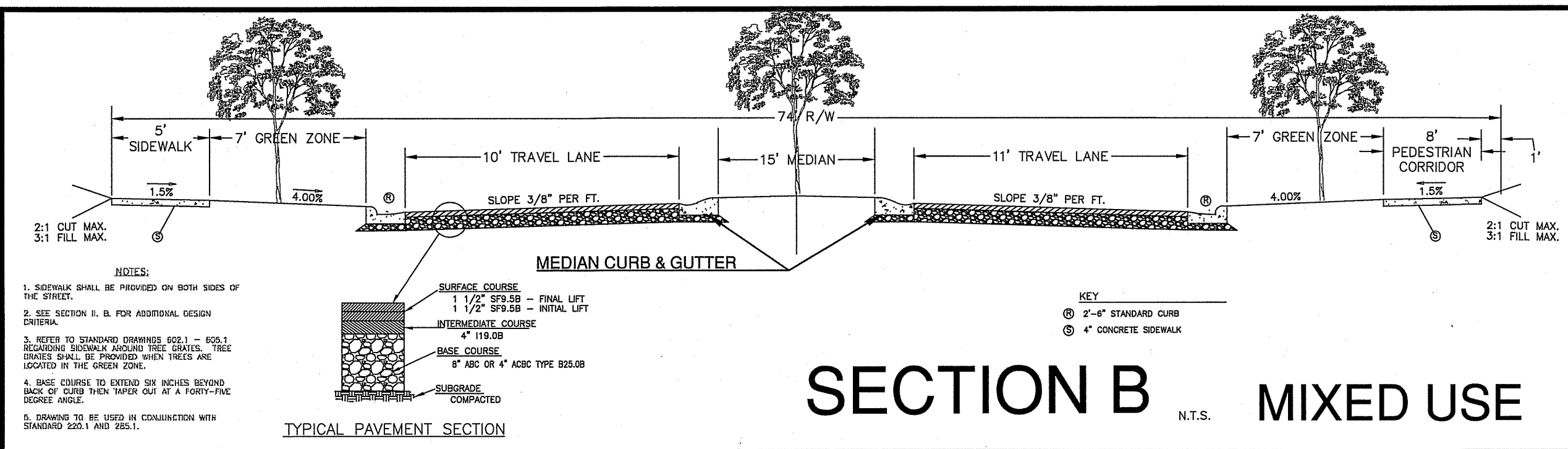
IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES OR OTHER UNSATISFACTORY CONDITIONS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

DATE: 6/8/2023  
21037 - HAMBRIGHT RD  
COMMERCIAL\_CAD/084-042-11000001-01-01



# STREET CROSS SECTIONS n.t.s.

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



Woodbine Design, P.C.  
Land planning & civil engineering  
blair@woodbine.com  
880.722.2889  
www.woodbine.com

PRELIMINARY  
NOT FOR  
CONSTRUCTION  
SEAL

SEAL  
No. C-4063

NORTH ARROW

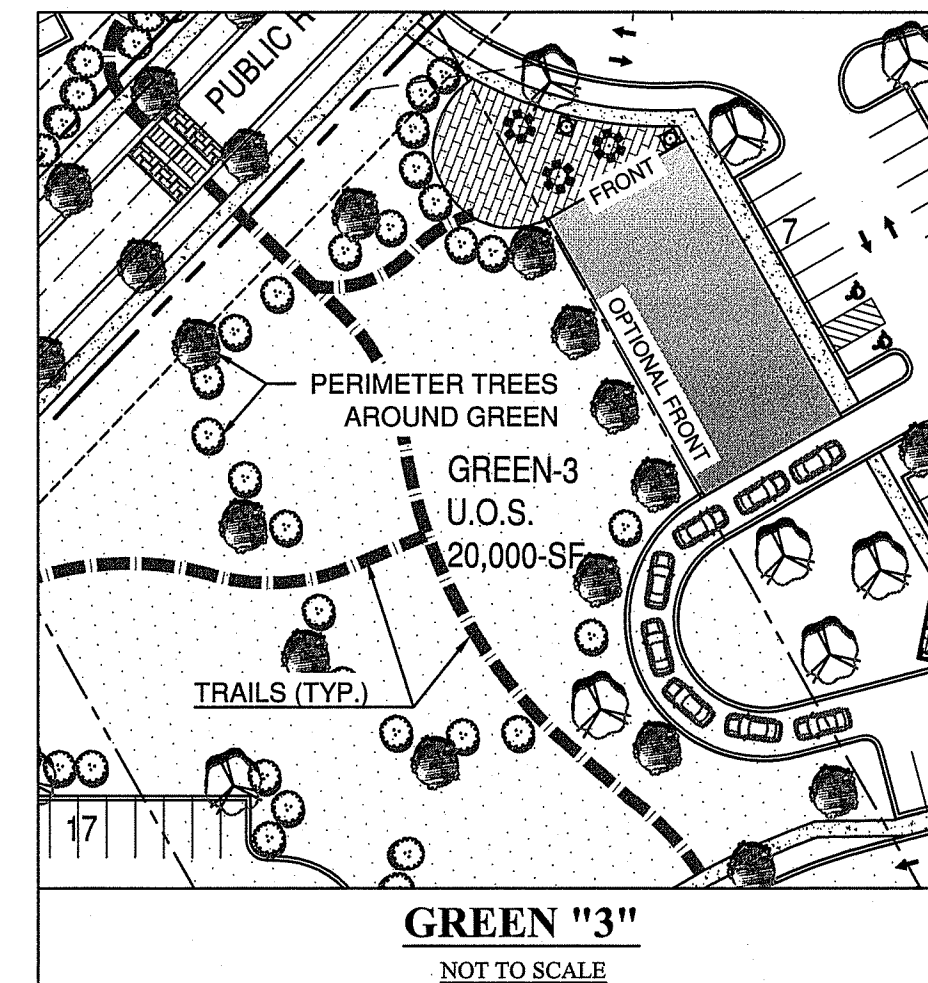
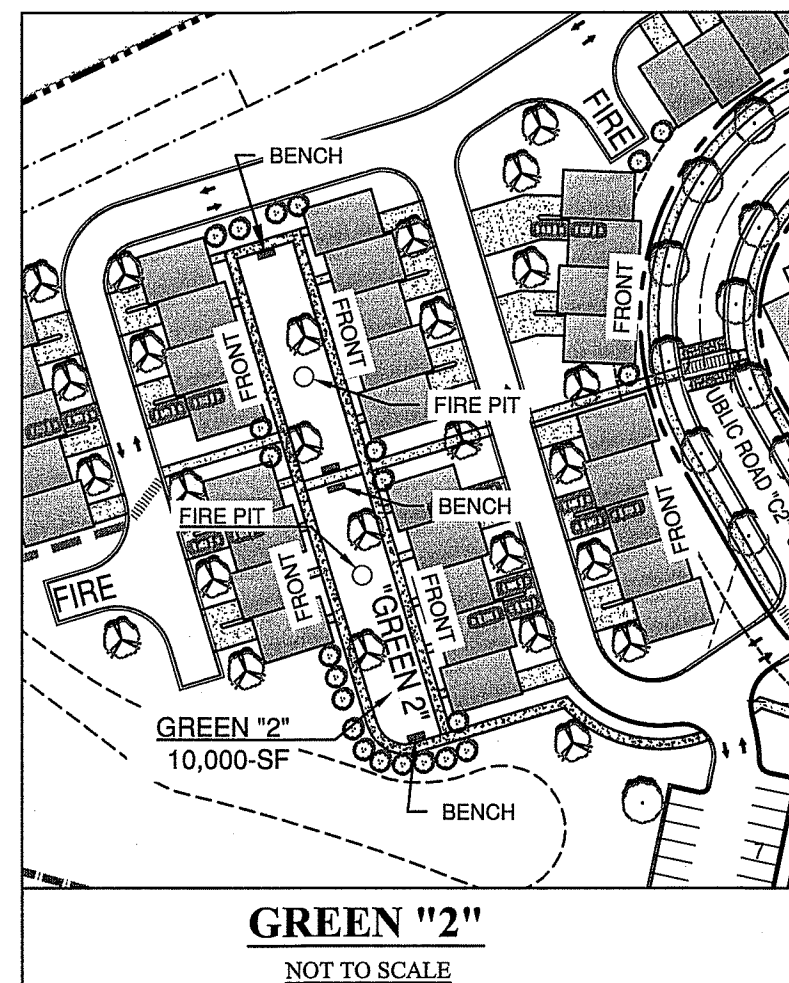
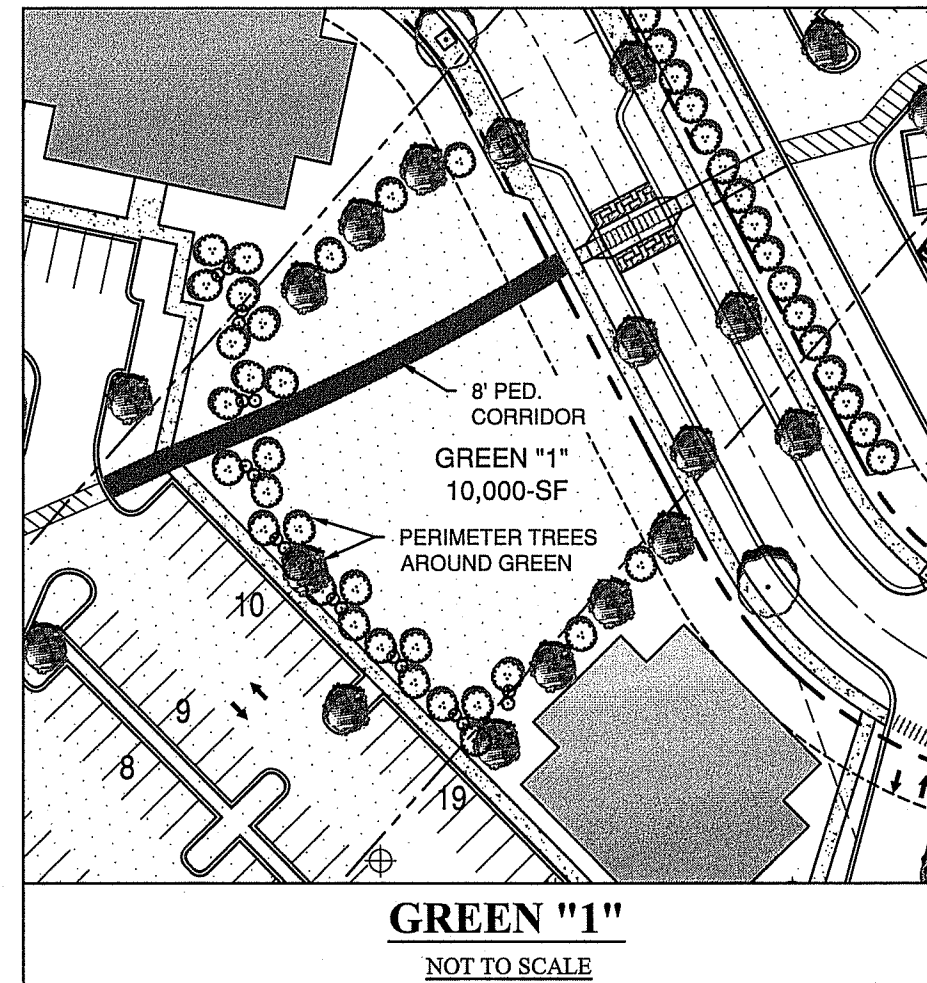
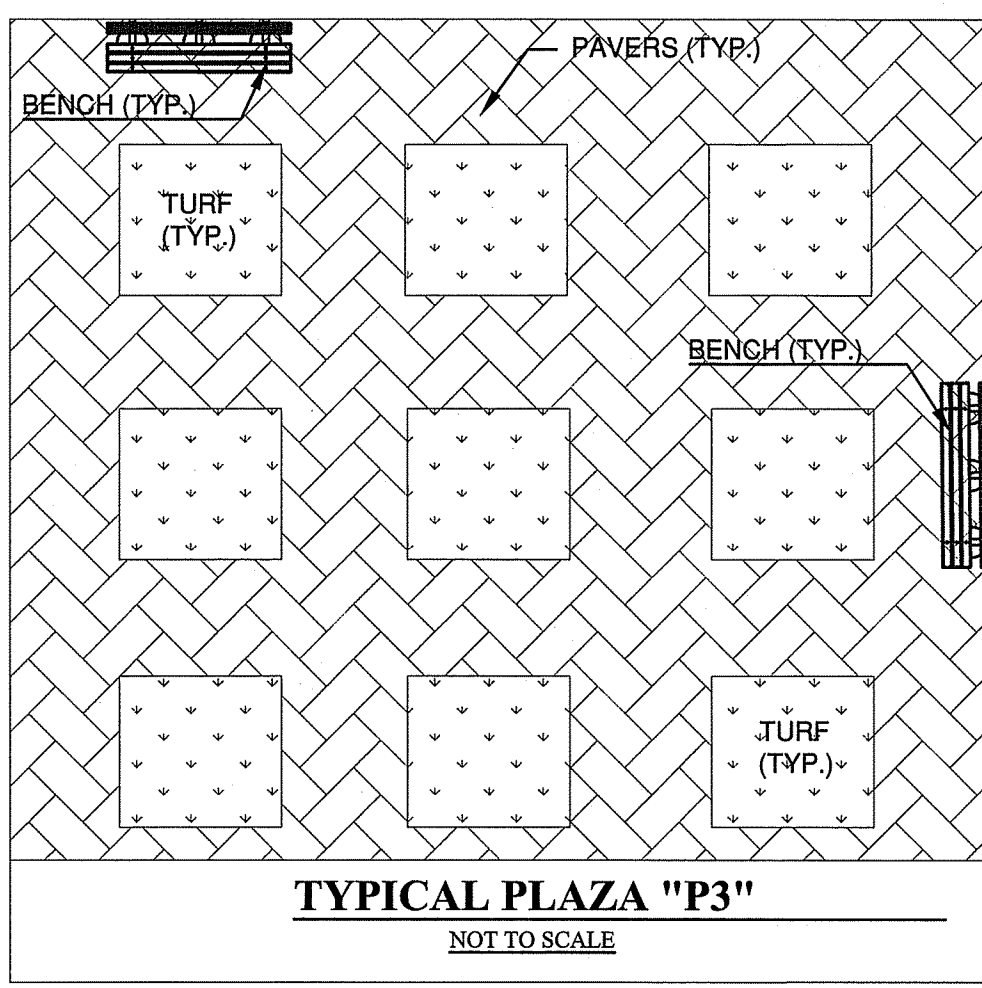
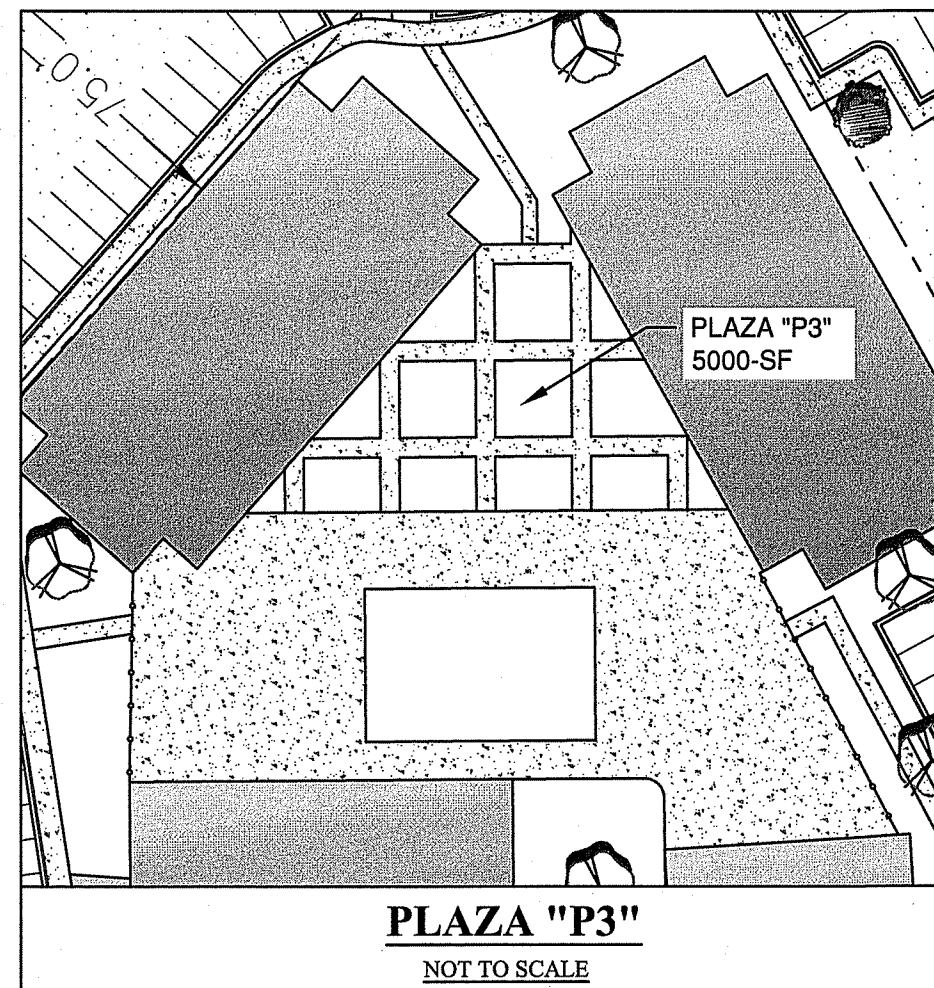
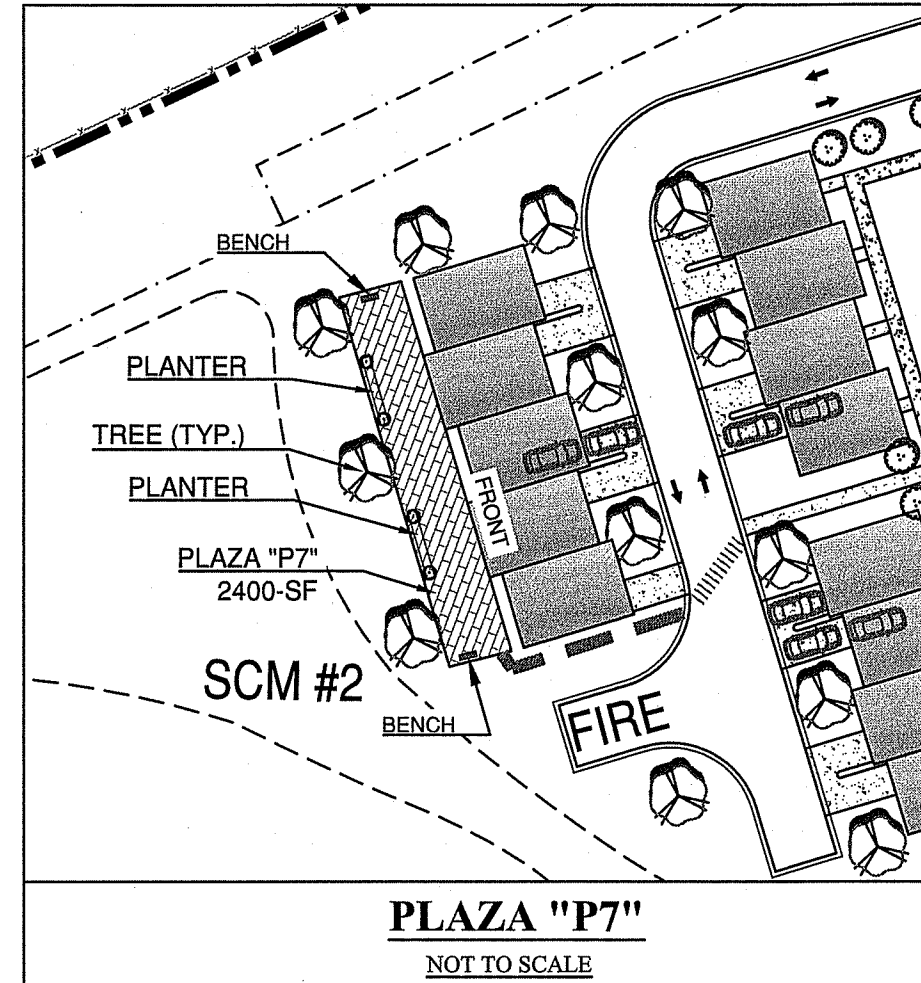
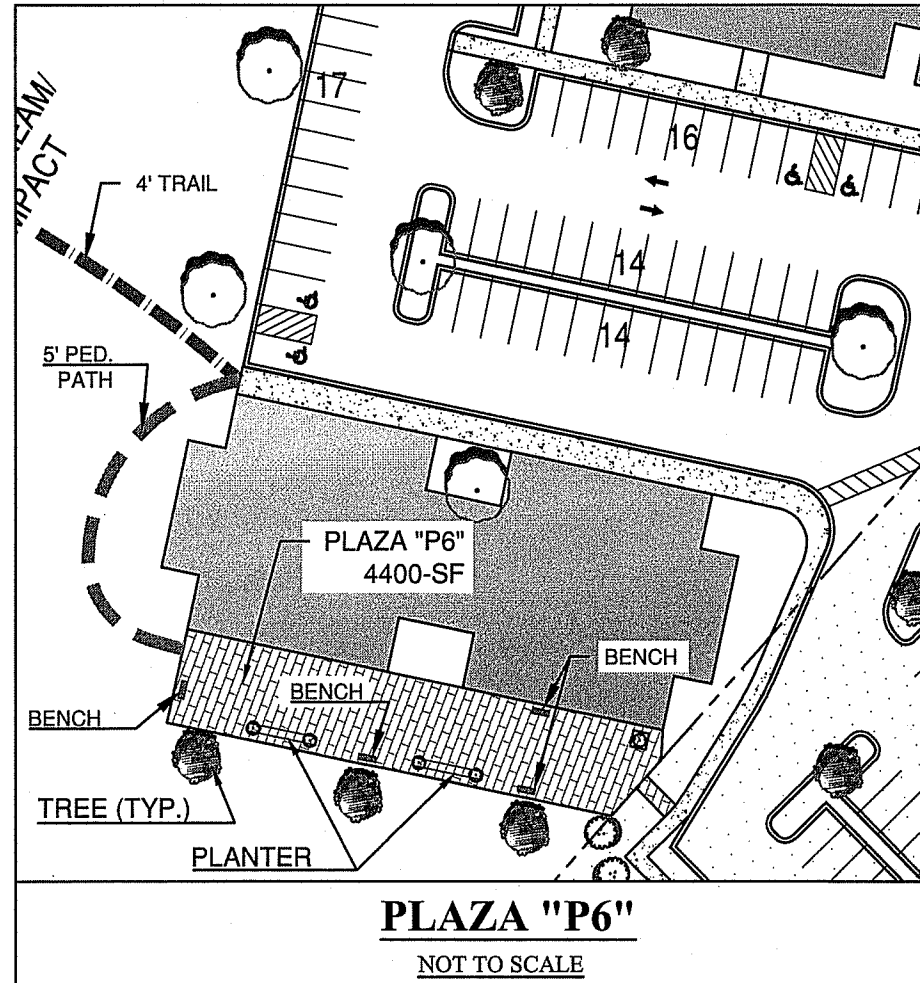
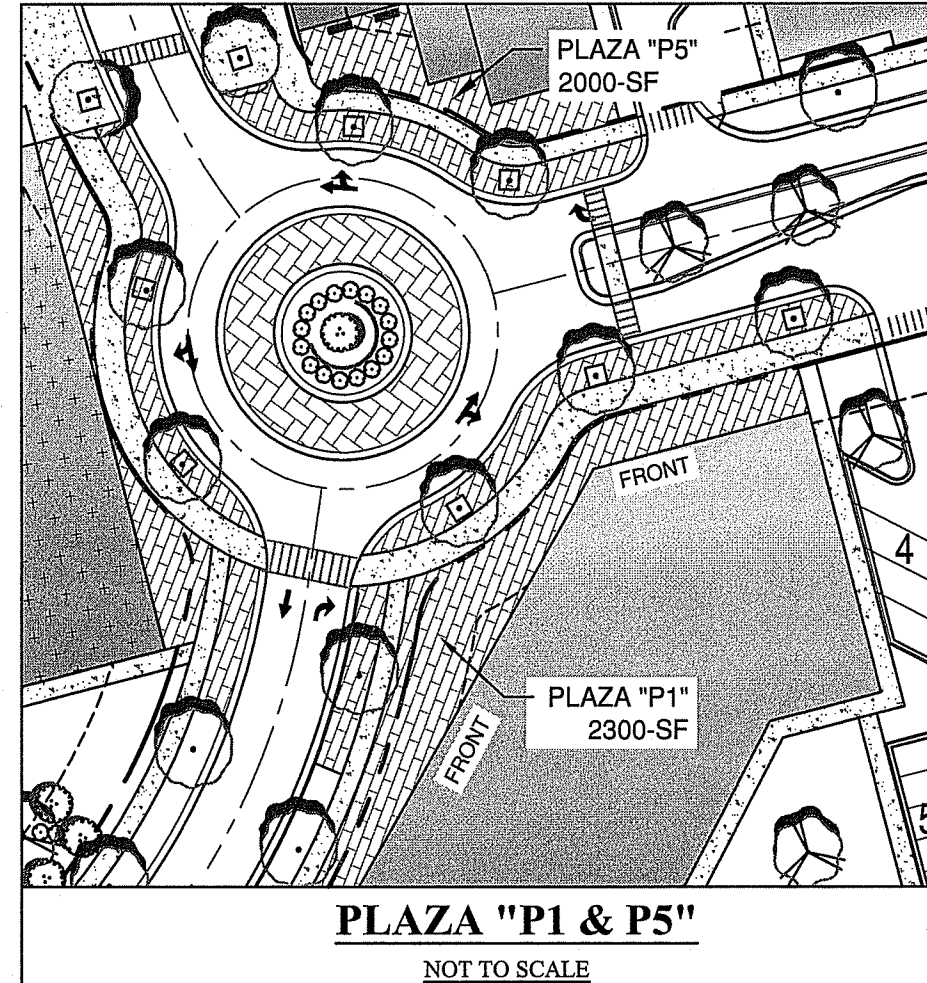
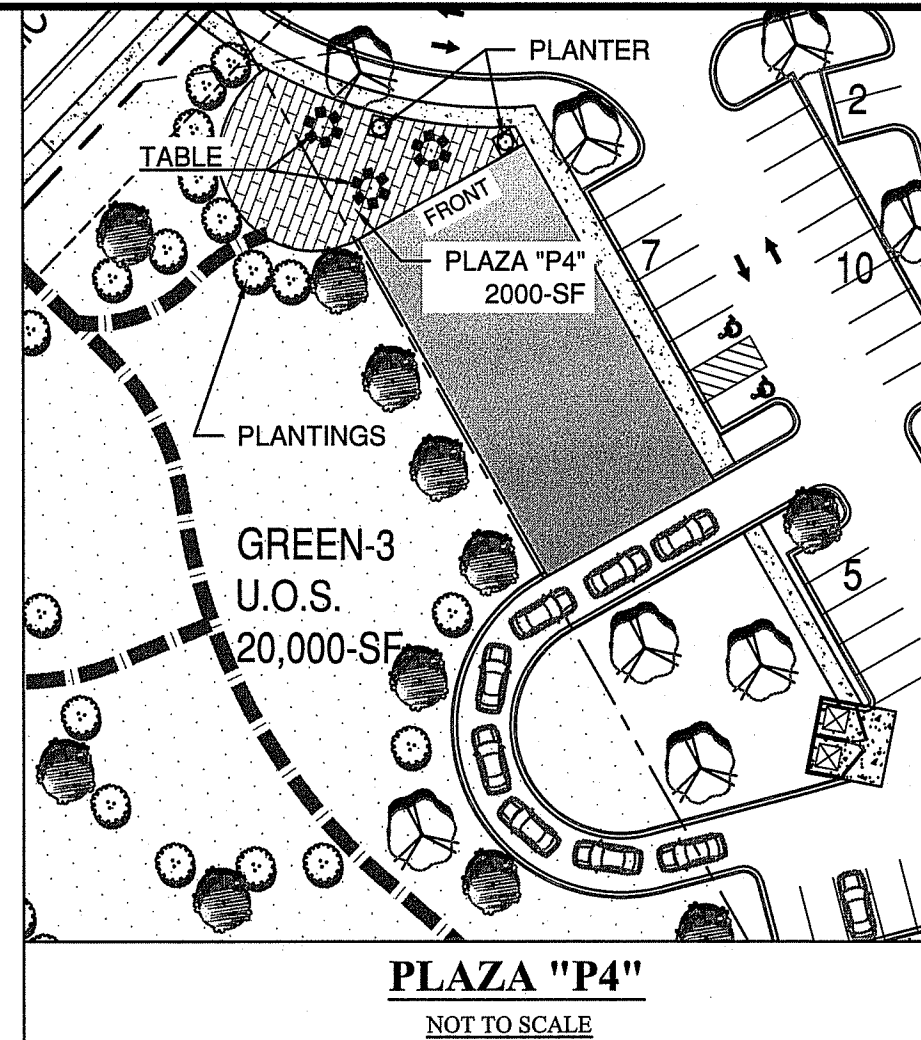
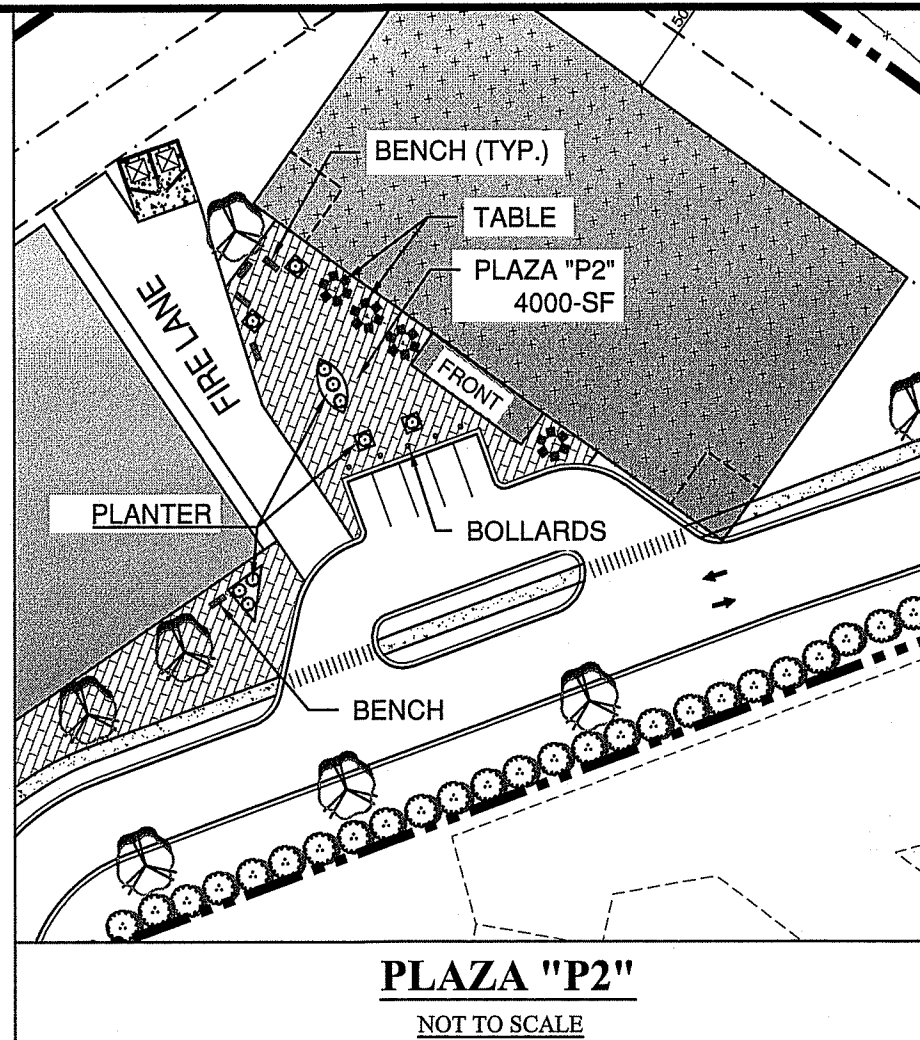
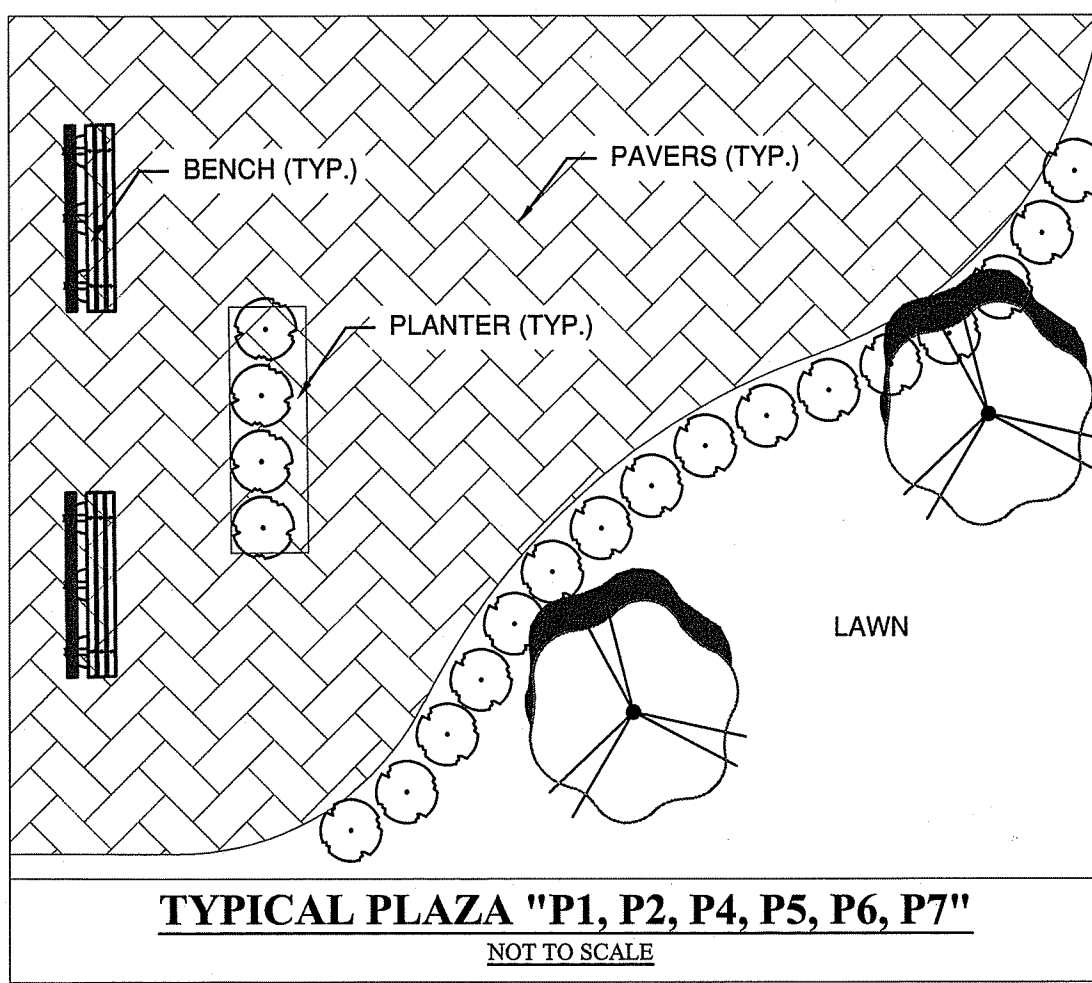
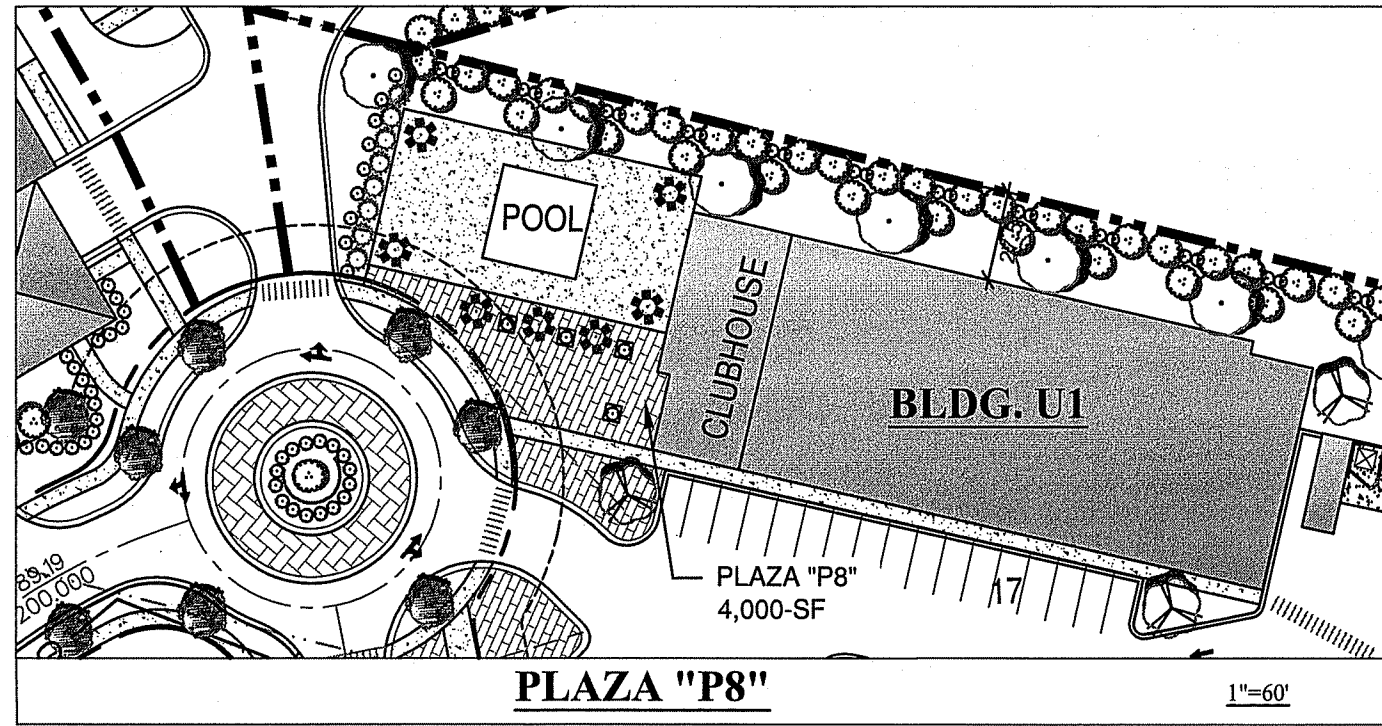
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Location: 11101 HAMBRIGHT RD, HUNTERVILLE, NC 28078  
Sheet Title: STREET CROSS SECTIONS

DEVELOPER/OWNER  
HAMBRIGHT PARTNERS

Designed By: WOODBINE  
Drawn By: WOODBINE  
Date: 6/8/23  
Revisions: 5/11/23-4th Review Com.  
6/8/23-5th Review Com.

Sheet: C9 of 12  
Project Number: 21037



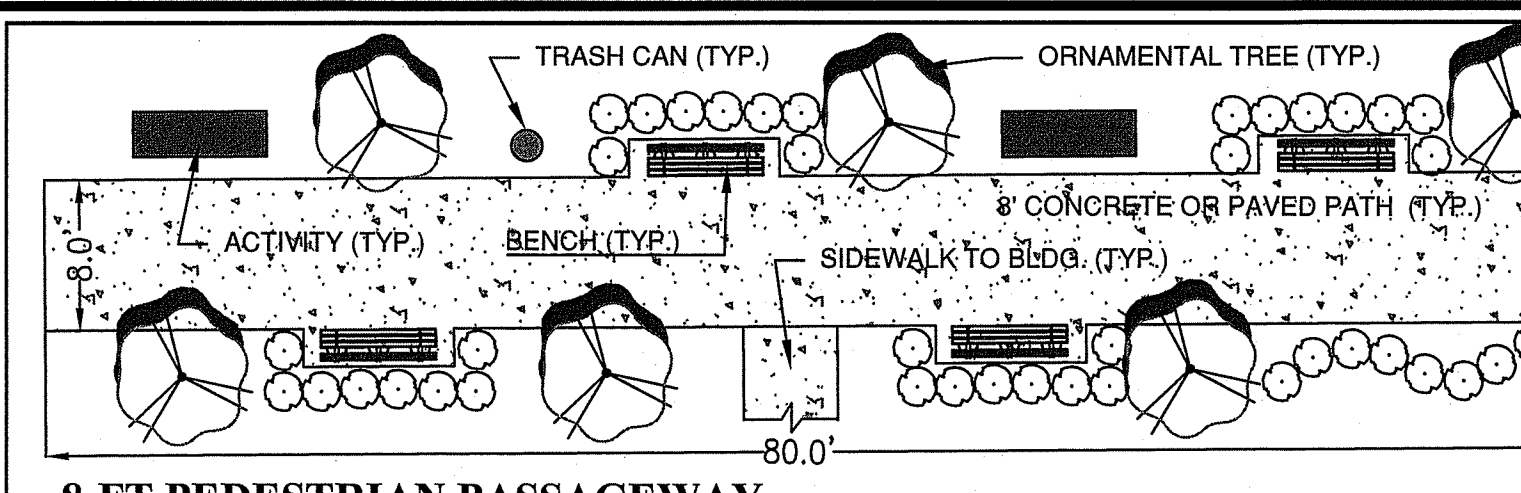
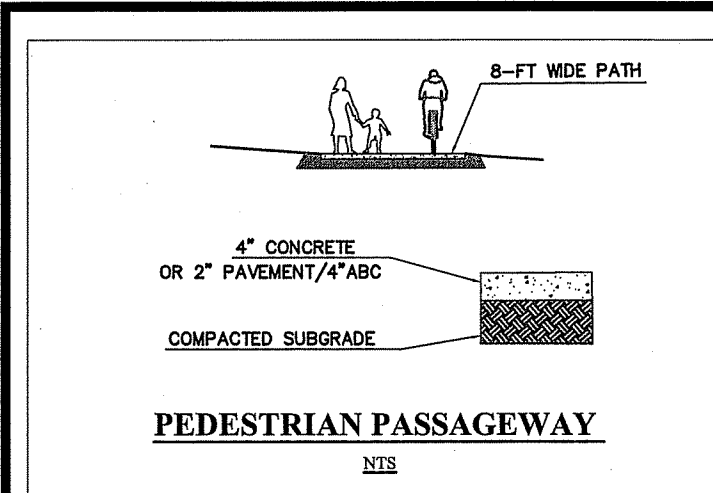
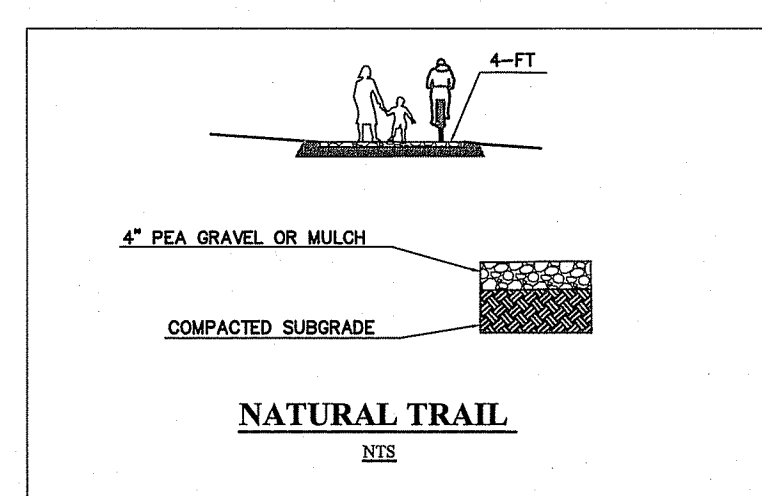
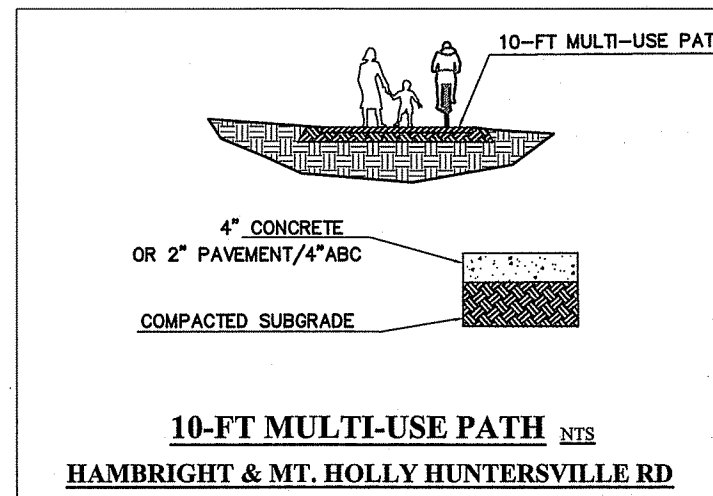
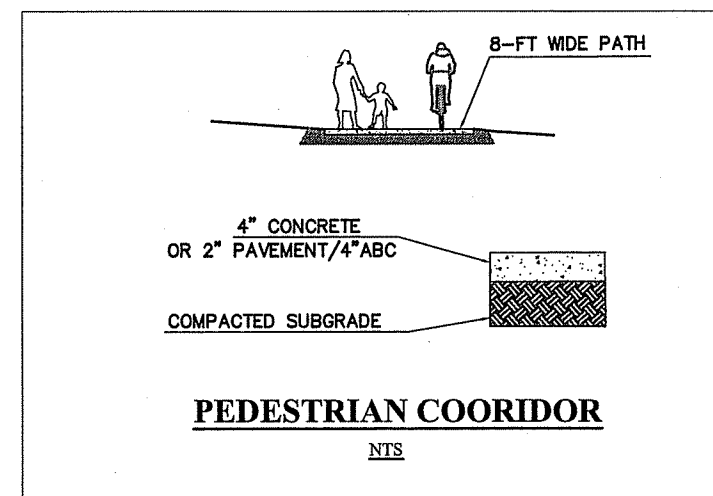
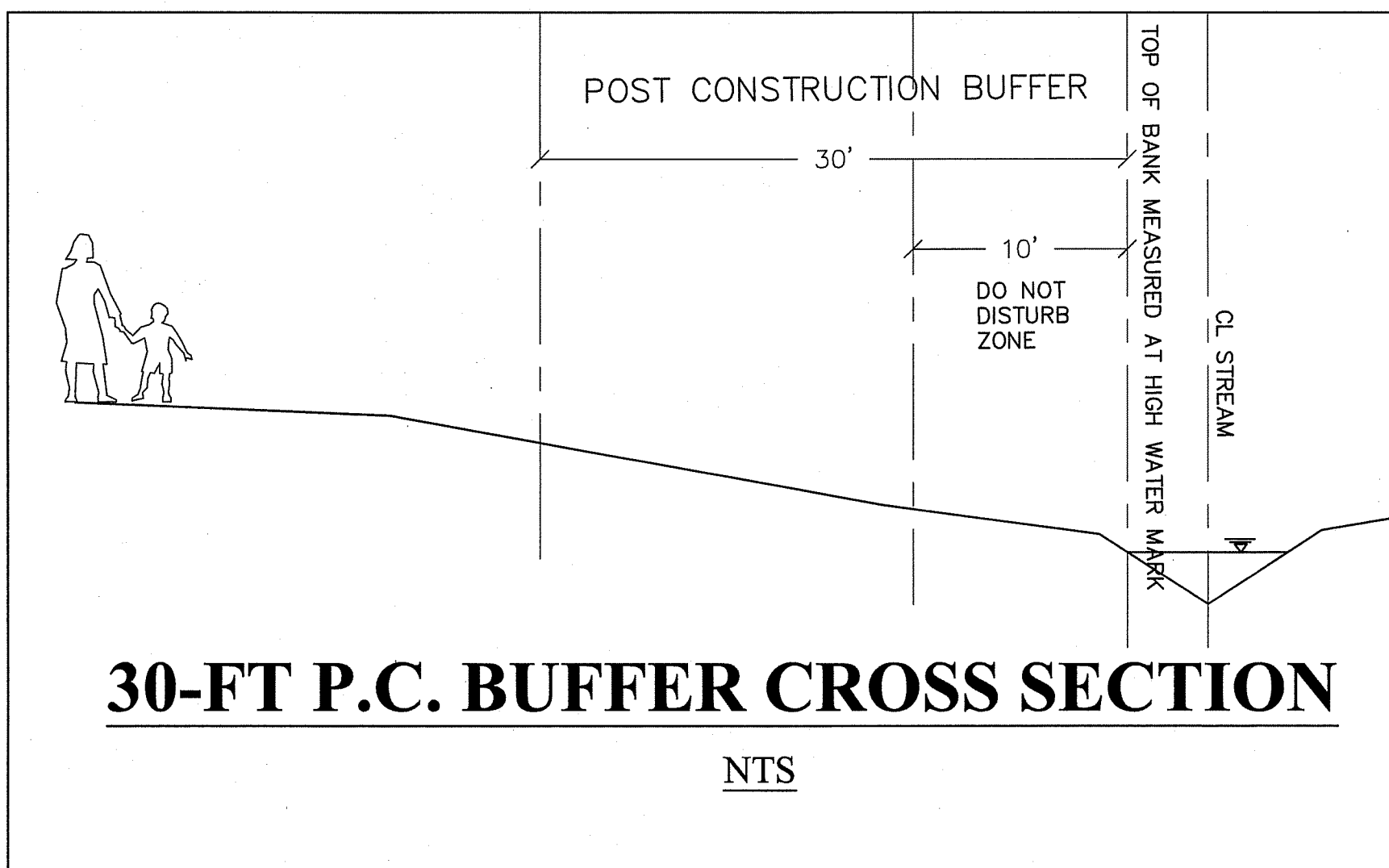


SEE ZONING ORDINANCE FOR TYPICAL "GREEN"

| TYPE OF URBAN OPEN SPACE | SIZE OF U.O.S. | PARKING SPACES |
|--------------------------|----------------|----------------|
| P1-PLAZA @ US            | 2300-SF        | 0              |
| P2-PLAZA @ A1            | 4000-SF        | 0              |
| P3-PLAZA @ R9 & R10      | 5000-SF        | 0              |
| P4-PLAZA @ C4            | 2000-SF        | 0              |
| P5-PLAZA @ M1            | 2000-SF        | 0              |
| P6-PLAZA @ R11           | 4400-SF        | 0              |
| P7-PLAZA @ R28           | 2400-SF        | 0              |
| P8-PLAZA @ U1            | 4000-SF        | 0              |
| GREEN-1                  | 10000-SF       | 0              |
| GREEN-2                  | 10000-SF       | 0              |
| GREEN-3                  | 20000-SF       | 0              |

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

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

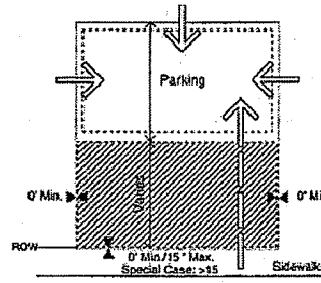


PEDESTRIAN PASSAGEWAY  
SHOWN FOR FUTURE REFERENCE.  
THERE ARE CURRENTLY NONE  
PROPOSED WITHIN THE  
DEVELOPMENT, HOWEVER IN  
THE EVENT ONE DOES BECOME  
UTILIZED, THIS DETAIL SHALL  
SERVE AS A STANDARD



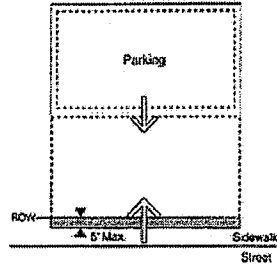
## LOT TYPE / SHOP FRONT BUILDING

### 4.3 Lot Type / Shopfront Building Building Placement/Parking/Vehicular Access.



- Buildings shall be placed on the lot within the zone represented by the hatched area. In most cases, the build to line will range from 0' to 15' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback.
- Building facades shall be generally parallel to frontage property lines.
- Parking shall be located to the rear of the building; sideyard parking shall occupy no more than 25 percent of the primary frontage line and shall not be placed in an established sideyard abutting an intersecting street. Where dimensions of existing lots restrict parking behind buildings, the limitations on sideyard parking may be modified.
- Points of permitted access to the parking indicated by arrows.
- Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
- Parking areas on adjacent lots shall be connected wherever practicable.
- Trash containers shall be located in a rear parking area (see Parking Regulations).
- Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.

### Encroachment/Pedestrian Access to Building.



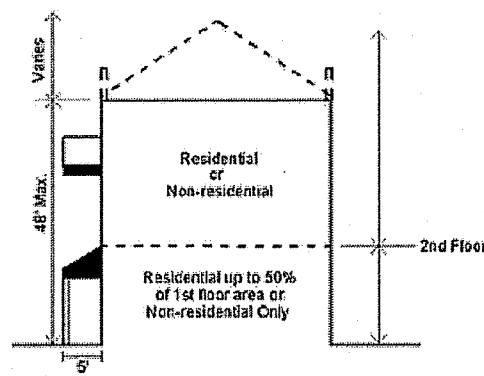
- Balconies, bay windows, arcades, porches at an upper level and their supports at ground level, together with awnings above head height are permitted within the sidewalk as shown by the hatched area. Encroaching arcades should cover entire sidewalk.
- Primary pedestrian access into the building shall be from the street frontage line (indicated by larger arrow). Secondary access may be from parking areas (indicated by smaller arrow).

### Special Conditions.

- The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
- Drive-through customer services, if permitted in the district, must be located at the rear of the building or on a side which does not abut a street.
- Setbacks at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
- Within the limits described, front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. Squares or spatially defined plazas within building setback areas can act as focal points for pedestrians.

**Description.** The shopfront building is a small-scale structure which can accommodate a variety of uses. The structure is typically a maximum of 18,000 square feet. A group of shopfront buildings can be combined to form a mixed-use neighborhood center. Individual shopfront buildings can be used to provide some commercial service, such as a convenience food store, in close proximity to homes. Traditional commercial buildings in the old town provide good examples. Hotels, inns, and conference centers may be placed in shopfront or mixed-use buildings. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

### 4.4 Building Type / Shopfront Building Permitted Height and Uses.



- Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
- The height of parapet walls may vary depending upon the need to screen mechanical equipment.
- Building height to the ridge may vary depending on the roof pitch.
- Permitted uses are indicated above, and are further controlled by district regulations.
- Where an existing residential building converts to a mixed-use building, at least 40% of the habitable floors area shall be residential.

### Architectural Standards.

#### Principles.

- To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials.
- Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Decorative metal panels such as Aluminum Composite Material (ACM) panels may be used as an accent or trim material and as cladding for building accent elements such as column wraps, entablature, canopies, and their supporting structure. Decorative metal panel accents, however, may not exceed 30% of any facade visible from the street.
- The front elevations facing the street, and the overall massing shall communicate emphasis on the human scale and the pedestrian environment.
- Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.
- Shopfront Building Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.
- Trailers (mobile units) may not be used as permanent shopfront buildings.

#### Configurations.

- Two wall materials may be combined horizontally on one facade. The "heavier" material should be below and can cover the first floor only (i.e. brick below wood siding).
- Street level windows should be untinged. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location.
- Windows shall be of square or vertical proportion. Special windows may be circular or regular polygons.

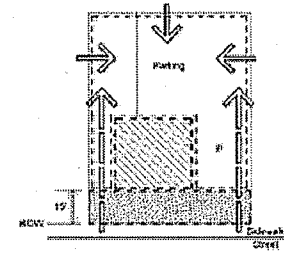
#### Techniques.

- Windows should be set to the inside of the building face wall.
- All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.



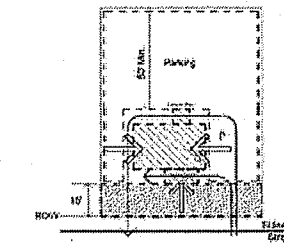
## LOT TYPE / HIGHWAY COMMERCIAL

### 4.5 Lot Type / Highway Commercial Building Placement/Parking/Vehicle Access.



- Buildings shall be placed on the lot within zone represented by the hatched area. In most cases, the build to line will be 10' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback.
- Setbacks may vary according to setting within limits indicated.
- Building facades shall be generally parallel to frontage property lines.
- Parking shall be located to the rear and/or side of the building. Except in the VS District, sideyard parking may occupy no more than 45% of the principal frontage line. In the VS District, sideyard parking may occupy 50% of the principal frontage line. Parking shall not be placed in any sideyard abutting an intersecting street. Where dimensions of existing lots restrict parking behind buildings, the limitations on sideyard parking may be modified.
- Points of permitted access to the parking indicated by arrows.
- Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
- Parking areas on adjacent lots shall be connected wherever practicable.
- Trash containers shall be located in a rear parking area (see Parking Regulations).
- Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.

### Vehicular Circulation/Pedestrian Access.



- Main pedestrian access to the building may be from the side (indicated by the larger arrows). Secondary access must be from the street frontage (indicated by the smaller arrow).
- Drive-throughs shall be located to the rear of the building.
- Entrance canopies (for motels, etc.) shall face the street.
- Typical vehicular circulation movement is indicated by thin line arrows.

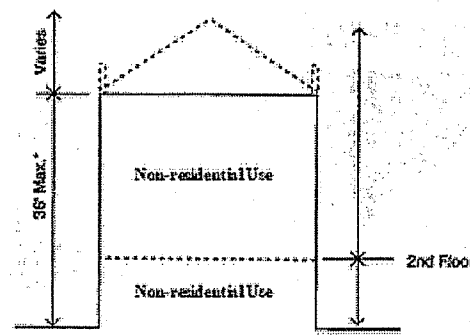
### Special Conditions.

- Buildings in all locations should relate a principal facade to the sidewalk and public space of the street.
- Setback at street corners will generally replicate frontage conditions.

### Description.

- This building type generally comprises fast food retail, drive through banks, motels and other highway dependent uses. These regulations are designed to bring these building types into a framework of town streets. This building type shall be limited to the Highway Commercial, Campus Business, and Special Purpose Districts. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

### 4.6 Building Type / Highway Commercial Permitted Height and Uses.



- Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
- The height of parapet walls may vary depending upon the need to screen mechanical equipment.
- Building height to the ridge may vary depending on the roof pitch.
- Permitted uses are indicated above, and are further controlled by zoning district standards.
- Hotels in the Highway Commercial (HC) zoning district may exceed the maximum building height (shown above), not to exceed six (6) stories, subject to the provisions of Article 9.45.

### Architectural Standards.

#### Principles.

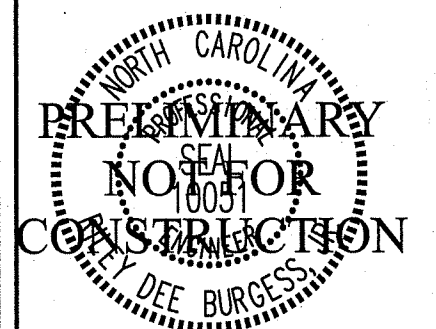
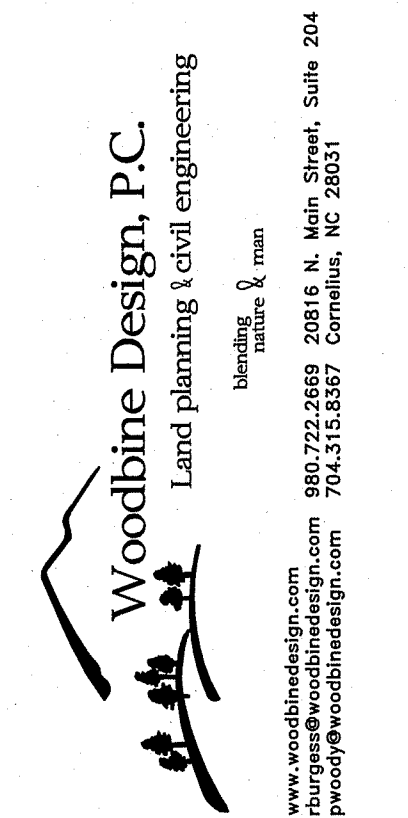
- Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not comprise a street fronting building face. Decorative metal panels such as Aluminum Composite Material (ACM) panels may be used as an accent or trim material and as cladding for building accent elements such as canopies and their supporting structure. However, decorative metal panel accents may not exceed 30% of any facade.
- All walls not visible from a public right-of-way may be constructed of cinder block, bricks, wood or vinyl siding, or approved metal paneling but shall be painted to match the overall color scheme of the rest of the building.
- Trailers (mobile units) may not be used as permanent highway commercial buildings.

#### Configurations.

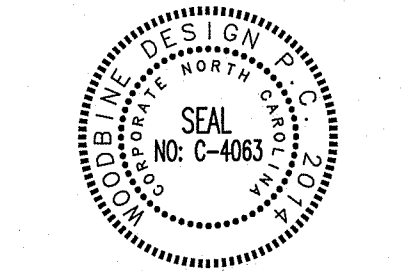
- Two wall materials may be combined horizontally on one facade. The "heavier" material should be below (i.e. brick below wood siding).
- Street level windows should be untinted. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location.

#### Techniques.

- All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.



SEAL



NORTH ARROW

|             |                                           |
|-------------|-------------------------------------------|
| Project     | TOWN 1 MIXED USE CENTER                   |
| Location    | 11101 HAMBRIGHT RD, HUNTERVILLE, NC 28078 |
| Sheet Title | BUILDING/LOT TYPES                        |

DEVELOPER/OWNER  
HAMBRIGHT PARTNERS

Designed By  
WOODBINE  
Drawn By  
WOODBINE  
Date  
6/8/23  
Revisions

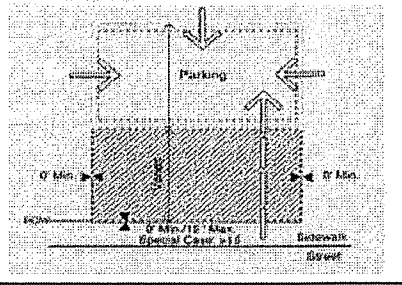
Revisions

Sheet: C10 of 12  
Project Number: 21037



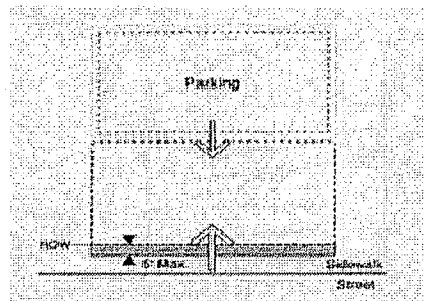
## LOT TYPE / URBAN WORKPLACE

#### **4.1 Lot Type / Urban Workplace** **Building Placement/Parking/Vehicular Access.**



1. Buildings shall be placed on the lot within the zone represented by the hatched area. In most cases, the build to line will range from 0' to 15' behind street right-of-way (ROW). Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback.
2. Building facades shall be generally parallel to frontage property lines. The façade shall be determined by the massing of the building.
3. Parking shall be located primarily to the rear of the building; sideyard parking shall occupy no more than 35% of the primary frontage line and shall not be placed in any sideyard abutting an intersecting street. Where dimensions of existing lots restrict parking behind buildings, the limitations on sideyard parking may be modified.
4. Points of permitted access to the parking indicated by arrows.
5. Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
6. Parking areas on adjacent lots shall be connected wherever practicable.
7. Trash containers shall be located in a rear parking area (see Parking Regulations) and shall be screened from the view-of-way.
8. Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.
9. Building facades at street frontage lines shall be pedestrian oriented and of pedestrian scale.

**Encroachment/Pedestrian Access to Building.**



1. Balconies, bay windows, arcades, porches at an upper level and their supports at ground level, together with awnings above head height (min. 7'-6") are permitted within the sidewalk as shown by the hatched area. Encroaching arcades should cover entire sidewalk.
2. Primary pedestrian access into the building shall be from the street frontage line (indicated by larger arrow). Secondary access may be from parking areas (indicated by smaller arrow).

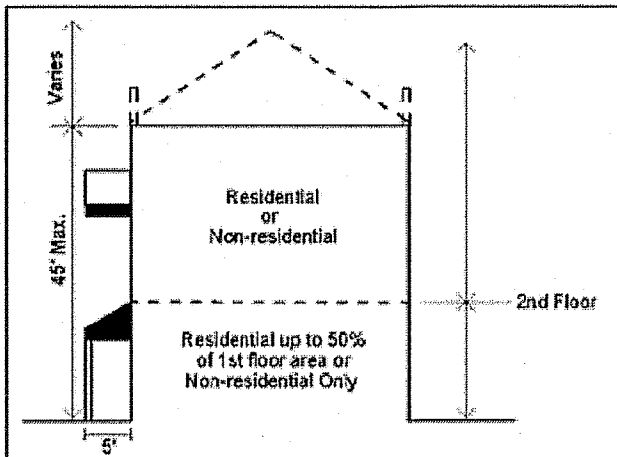
**Special Conditions.**

1. Buildings in all locations should relate the principal façade to the sidewalk and public space of the street.
2. Setback at street corners will generally replicate frontage conditions. Side setbacks on a minor street may be less than the front dimension.
3. Within the limits described, front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. For example, squares or specially defined plazas within building setback areas can act as focal points for pedestrians.

**Description.** The workplace building may be large structure (15,000+ square feet) and may have a single use/tenant. Office, industrial, and commercial tenants are typical. Southern mill villages often provide examples of how these buildings can reasonably coexist with other businesses and homes. Locke Mill Plaza, in Concord, provides a good example with its placement at the end of prestigious Union Street. These buildings are critical to the town as employment centers and commercial service locations. The buildings will provide space for industry, large offices, as well as hotels, conference facilities, and large retail uses such as a full-service grocery store. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

#### 4.2 Building Type / Urban Workplace

### Permitted Height and Uses.



1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above, and are further controlled by zoning district standards.

### Architectural Standards.

### Principles.

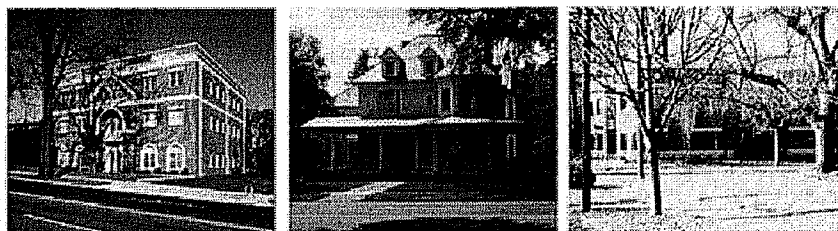
- A. To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are compatible to the historic architectural vocabulary of the area in their massing and external treatment.
- B. Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal panning may not comprise a street fronting building face. Decorative metal panels, such as Aluminum Composite Material (ACM) panels, may be used as an accent or trim material and as cladding for building accent elements such as canopies and their supporting structure. However, decorative metal panel accents may not exceed 50% of any facade visible from the street.
- C. The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.
- D. Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.
- E. Urban Workplaces Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.
- F. Trailers (mobile units) may not be used as permanent workplace buildings.

### Configurations.

- A. Two wall materials may be combined horizontally on one facade. The "heavier" material should be below and can cover the first floor only (i.e. brick below wood siding).
- B. Street level windows shall be untinted. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location.
- C. Windows shall be of square or vertical proportion. Special windows may be circular or regular polygons.

### Techniques.

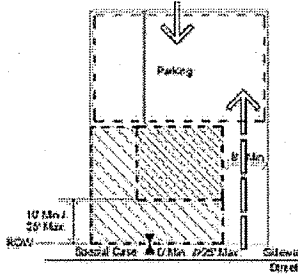
- A. Windows should be set to the inside of the building face wall.
- B. All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.



LOT TYPE / APARTMENT BUILDING

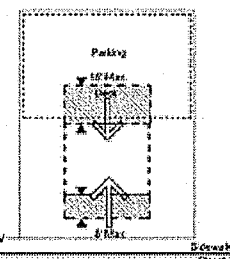
#### 4.7 Lot Type / Apartment Building

**Building Placement/Parking/Vehicle Access**



1. Buildings shall be placed on the lot within the zone represented within the hatched area.
2. In most cases, the build to line will be 15' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback. In urban conditions, apartments may be set up to the property line at the sidewalk, including corner conditions.
3. Building facades shall be generally parallel to front property lines. All buildings shall front onto a public street. All ground floor residential units with exterior access shall front a public street, unless specifically exempted by one of the provisions of Section 6.1.
4. Parking shall be located to the rear of the building.
5. Points of permitted access to the parking indicated by arrows.
6. Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
7. Trash containers shall be located in the rear parking area (see Parking Regulations).
8. Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Building but not only on the lot may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.

### Encroachment/Pedestrian Access



- For buildings set back from sidewalk, balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into setback area up to 8'.
- Attached decks are permitted to encroach into the rear setback up to 15 feet.
- For buildings set up to the sidewalk, upper level balconies, bay windows and their supports at ground level may encroach a maximum of 5'0" over the sidewalk.
- Main pedestrian access to the building and to individual units is from the street (indicated by larger arrow), unless specifically exempted by one of the provisions of Section 8.1. Secondary access may be from parking areas (indicated by smaller arrow).

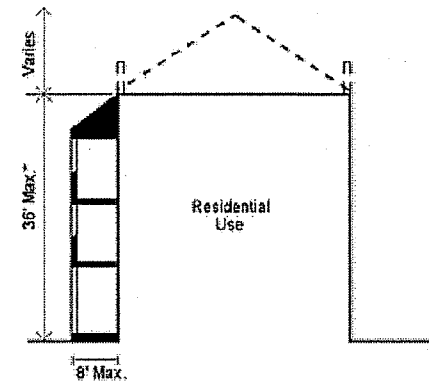
**Description.** The apartment building is a residential building accommodating several households. In traditional towns, this building type coexists with a variety of other building types. A successful contemporary design permits its integration with other residential types through the coordination of site and building design (see Architectural Regulations). Apartment complexes should be one or more separated buildings similar in their scale on the public street to large detached housing. Where possible, structures should be designed to terminate vistas or serve as key focal points in the neighborhood.

**Special Conditions:**

1. The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
2. Corners: Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
3. Within the limits described, front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. Squares or spatially defined plazas within building setbacks areas can act as focal points for pedestrians.

#### 4.8 Building Type / Apartment Building

### Permitted Height and Uses.



1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, or, if alternate frontage conditions from the constructed portion of a greenway along or within the project boundary, are provided, as permitted under Section 8.1.4, height may be measured from the highest finished grade of the side of the building opposite the greenway alternative frontage, up to the eaves. If building height is measured from the highest finished grade of the side of the building opposite the greenway alternative frontage, no more than one (1) additional story on the greenway side of the building may result from this arrangement.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above.

### Architectural Standards.

### Principles.

- A. To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials.
- B. The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.
- C. Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.
- D. Building silhouettes should be generally consistent. The scale and pitch of roof lines should thus be similar across groups of buildings.
- E. Apartment Building Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units. The residential portion of the parcel must be at least 50% of the area median income.
- F. Porches should form a predominant motif of house designs and be located on the front or to the side of the dwelling. When attached to the front, they should extend over at least 15% of the front facade. All porches should be constructed of materials in keeping with those of the main building.
- G. Front loaded garages, if provided, shall meet the standards of Section 8.16.
- H. At a minimum, the Americans with Disabilities Act standards for accessibility shall be met.

### Configurations.

- A. Main roofs on residential buildings shall either be flat or symmetrical gables or hips with a pitch of between 4:12 and 12:12. Monopitch (shed) roofs are allowed only if they are attached to the wall of the main building.
- B. No monopitch shall be less than 4:12. All accessory buildings shall have roof pitches that conform to those of the main building.
- C. Two wall materials may be combined horizontally on one facade. The "heavier" material should be below.
- D. Exterior chimneys should be finished in brick or stucco.

### Techniques.

- A. Overhanging eaves may expose rafters.
- B. Flush eaves should be finished by profiled molding or gutters





### Tree Preservation and Canopy (Z.O. Article 7.4)

Has this site been forested or cleared in the past three years ☐ Yes ☒ No

|                                                             |       |                         |            |
|-------------------------------------------------------------|-------|-------------------------|------------|
| Heritage Trees                                              |       |                         |            |
| Number of Heritage trees on-site                            |       | 0                       |            |
| Number of Heritage trees saved                              |       | 0                       |            |
| Percentage of Heritage trees required to save               |       | 100%                    |            |
| Percentage of Heritage trees actually saved                 |       | 0                       |            |
| Specimen Trees                                              |       |                         |            |
| Number of specimen trees on-site                            |       | 104                     |            |
| Number of Specimen trees saved                              |       | 34—TREES                |            |
| Percentage of Specimen trees required to save               |       | 30% OF SPECIMEN TREES   |            |
| Percentage of Specimen trees actually saved                 |       | 32.7% OF SPECIMEN TREES |            |
| Tree Canopy                                                 |       |                         |            |
| Percentage of site covered by Tree Canopy                   | 50.9% | 35.91—ACRES             |            |
| Percentage of tree canopy preservation required by district |       | NOT REQUIRED            |            |
| Percentage of tree canopy actually saved                    |       | 10% OF EX. CANOPY       | 3.67—ACRES |

| Zoning District                                | Minimum Tree Preservation Required                 |                                                          |                   |                    |
|------------------------------------------------|----------------------------------------------------|----------------------------------------------------------|-------------------|--------------------|
|                                                | Existing canopy ≥ 10% of total site area           | Existing canopy < 10% of total site area                 | Heritage Trees    | Specimen Trees     |
| R                                              | 50% of existing trees 2, 3, 4                      | 10% of total site area (existing and planted) 1, 2, 3, 4 | 100% <sup>2</sup> | 50% <sup>2,4</sup> |
| TR                                             | 35% of existing trees 2, 3                         | 10% of total site area (existing and planted) 1, 2, 3    | 100% <sup>2</sup> | 35% <sup>2</sup>   |
| GR and NR Districts                            | 10% of total site area (existing and planted) 2, 3 | 10% of total site area (existing and planted) 1, 2, 3    | 100% <sup>2</sup> | 10% <sup>2</sup>   |
| TC, CI, TND, NC, TOD, HC, SP, CB, VS Districts | 0%                                                 | 0%                                                       | 100% <sup>2</sup> | 30% <sup>2</sup>   |

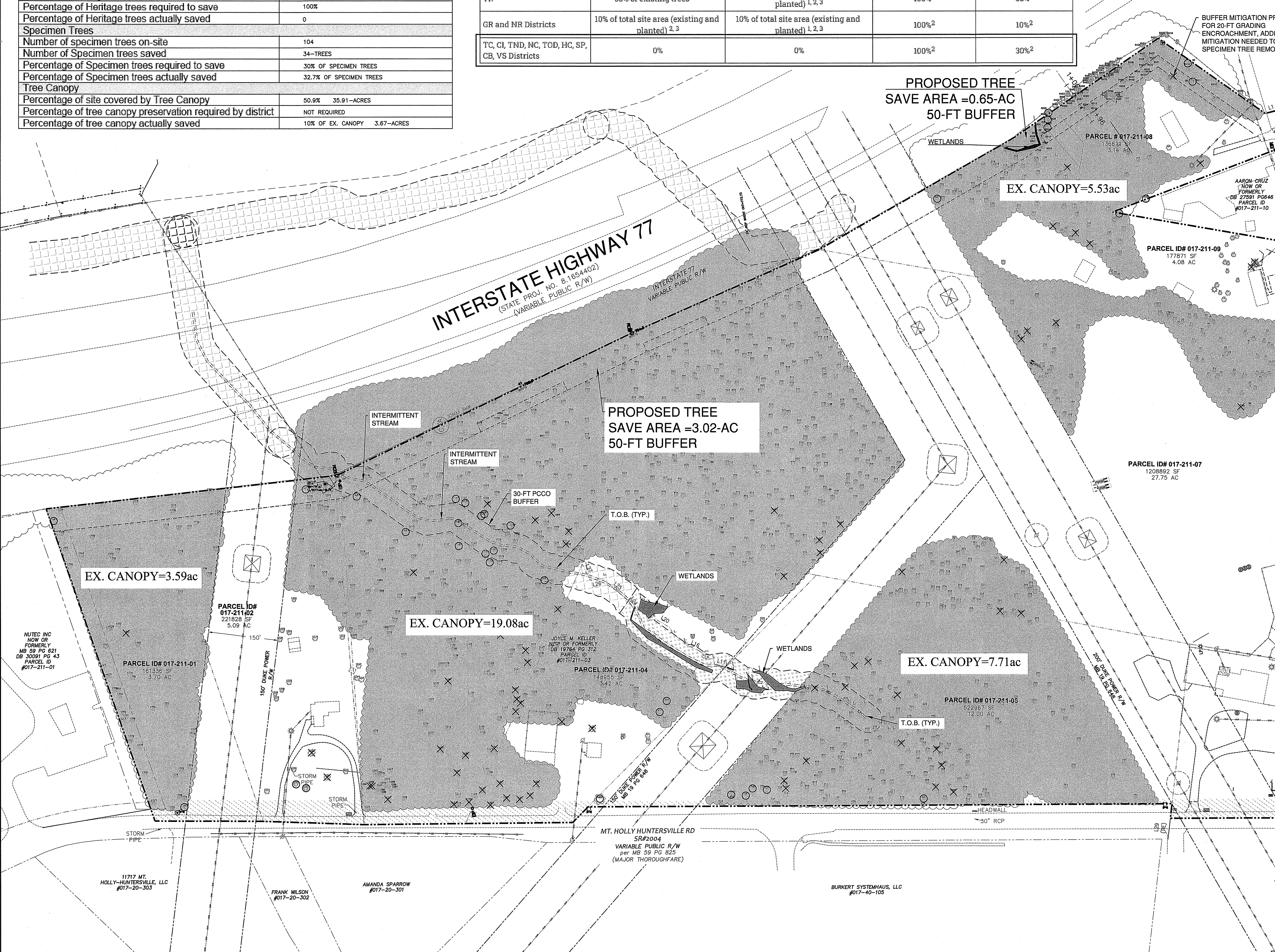
## LEGEND

EXISTING TREE CANOPY =

PROPOSED TREE SAVE =

SPECIMEN TREE SAVED =

SPECIMEN TREE REMOVED



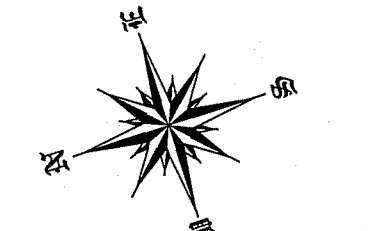
| TREE SPECIMEN TABLE |         |             |            |           |      |             |            |          |
|---------------------|---------|-------------|------------|-----------|------|-------------|------------|----------|
| CUT                 | POINT # | SAMPLE/HECT | NORTHING   | EASTING   | SIZE | TYPE        | CATEGORY   | Class    |
|                     | 24      |             | 7590731.78 | 148572.53 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 28      |             | 759040.097 | 148682.89 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 37      |             | 759119     | 148671.71 | 24"  | WILD-CHERRY | Hardwood   | Specimen |
|                     | 63      |             | 759112.749 | 148680.12 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 74      |             | 759139.717 | 148699.27 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 75      |             | 759132.988 | 148674.24 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 105     |             | 759139.717 | 148686.68 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 151     |             | 759041.102 | 148696.93 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 183     |             | 759747.486 | 148675.24 | 12"  | BEECH       | Under      | Specimen |
|                     | 201     |             | 759059.306 | 148679.93 | 12"  | WILD-CHERRY | Understory | Specimen |
|                     | 222     |             | 759059.306 | 148686.06 | 24"  | POPLAR      | Hardwood   | Specimen |
|                     | 229     |             | 759553.634 | 148690.46 | 24"  | POPLAR      | Hardwood   | Specimen |
|                     | 262     |             | 759648.669 | 148730.24 | 48"  | OAK         | Hardwood   | Specimen |
|                     | 271     |             | 75967.077  | 148702.78 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 280     |             | 75967.077  | 148702.78 | 24"  | POPLAR      | Hardwood   | Specimen |
|                     | 346     |             | 75967.084  | 148723.38 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 357     |             | 759683.86  | 148755.96 | 30"  | BEECH       | Under      | Specimen |
|                     | 361     |             | 759784.204 | 148692.58 | 24"  | BEECH       | Under      | Specimen |
|                     | 362     |             | 759784.204 | 148692.58 | 15"  | BEECH       | Under      | Specimen |
|                     | 375     |             | 759886.781 | 148630.67 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 379     |             | 759889.844 | 148753.03 | 24"  | BEECH       | Under      | Specimen |
|                     | 402     |             | 759874.204 | 148692.58 | 24"  | PINE        | Hardwood   | Specimen |
|                     | 414     |             | 759878.702 | 148760.19 | 24"  | BEECH       | Under      | Specimen |
|                     | 430     |             | 759747.56  | 148766.73 | 12"  | BEECH       | Under      | Specimen |
|                     | 470     |             | 759899.155 | 148760.82 | 48"  | QUAD-BEECH  | Understory | Specimen |
|                     | 487     |             | 759899.155 | 148766.73 | 24"  | BEECH       | Under      | Specimen |
|                     | 495     |             | 759803.95  | 148785.63 | 48"  | BEECH       | Under      | Specimen |
|                     | 533     |             | 759804.76  | 148784.35 | 36"  | WILD-CHERRY | Understory | Specimen |
|                     | 539     |             | 759803.95  | 148784.35 | 24"  | POPLAR      | Hardwood   | Specimen |
|                     | 540     |             | 759803.95  | 148784.35 | 24"  | POPLAR      | Hardwood   | Specimen |
|                     | 599     |             | 759811.878 | 148783.24 | 24"  | MAPLE       | Hardwood   | Specimen |
|                     | 631     |             | 759816.757 | 148812.43 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 637     |             | 759818.182 | 148807.65 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 684     |             | 759818.182 | 148807.65 | 24"  | PINE        | Hardwood   | Specimen |
|                     | 713     |             | 759803.499 | 148788.37 | 24"  | POPLAR      | Hardwood   | Specimen |
|                     | 714     |             | 759809.28  | 148781.93 | 30"  | POPLAR      | Hardwood   | Specimen |
|                     | 725     |             | 759809.28  | 148782.65 | 42"  | POPLAR      | Hardwood   | Specimen |
|                     | 735     |             | 759809.28  | 148782.65 | 24"  | POPLAR      | Hardwood   | Specimen |
|                     | 761     |             | 759826.07  | 148702.29 | 24"  | POPLAR      | Hardwood   | Specimen |
|                     | 780     |             | 759836.42  | 148762.62 | 30"  | POPLAR      | Hardwood   | Specimen |
|                     | 820     |             | 759836.42  | 148762.62 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 849     |             | 759836.42  | 148762.62 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 902     |             | 759836.42  | 148762.62 | 24"  | MAPLE       | Hardwood   | Specimen |
|                     | 907     |             | 759806.67  | 148784.88 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 937     |             | 759806.67  | 148762.93 | 48"  | OAK         | Hardwood   | Specimen |
|                     | 984     |             | 759806.67  | 148762.93 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 1018    |             | 759836.814 | 148800.26 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 1031    |             | 759847.912 | 148725.55 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 1052    |             | 759849.027 | 148845.77 | 30"  | POPLAR      | Hardwood   | Specimen |
|                     | 1063    |             | 759849.027 | 148845.77 | 30"  | POPLAR      | Hardwood   | Specimen |
|                     | 1074    |             | 759803.783 | 148782.52 | 24"  | OAK         | Hardwood   | Specimen |
|                     | 1073    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
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|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
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|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
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|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
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|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
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|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |
|                     | 1074    |             | 759873.28  | 148777.03 | 30"  | OAK         | Hardwood   | Specimen |



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[www.woodbinedesign.com](http://www.woodbinedesign.com) 980.722.2659 20815 N. Main Street, Suite 20  
pwoody@woodbinedesign.com 704.415.8367 Cornelius, NC 28031



**Graphic Scale** 1" = 100 ft.

|                               |             |                                            |
|-------------------------------|-------------|--------------------------------------------|
| TOWN 1- MIXED USE DEVELOPMENT | Location    | 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078 |
|                               | Sheet Title | TREE SAVE/EXIST.<br>CONDITIONS             |

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

Designed By **WOODBRINE**

Drawn By WOODRINE

ate 3/2/97

## Revisions

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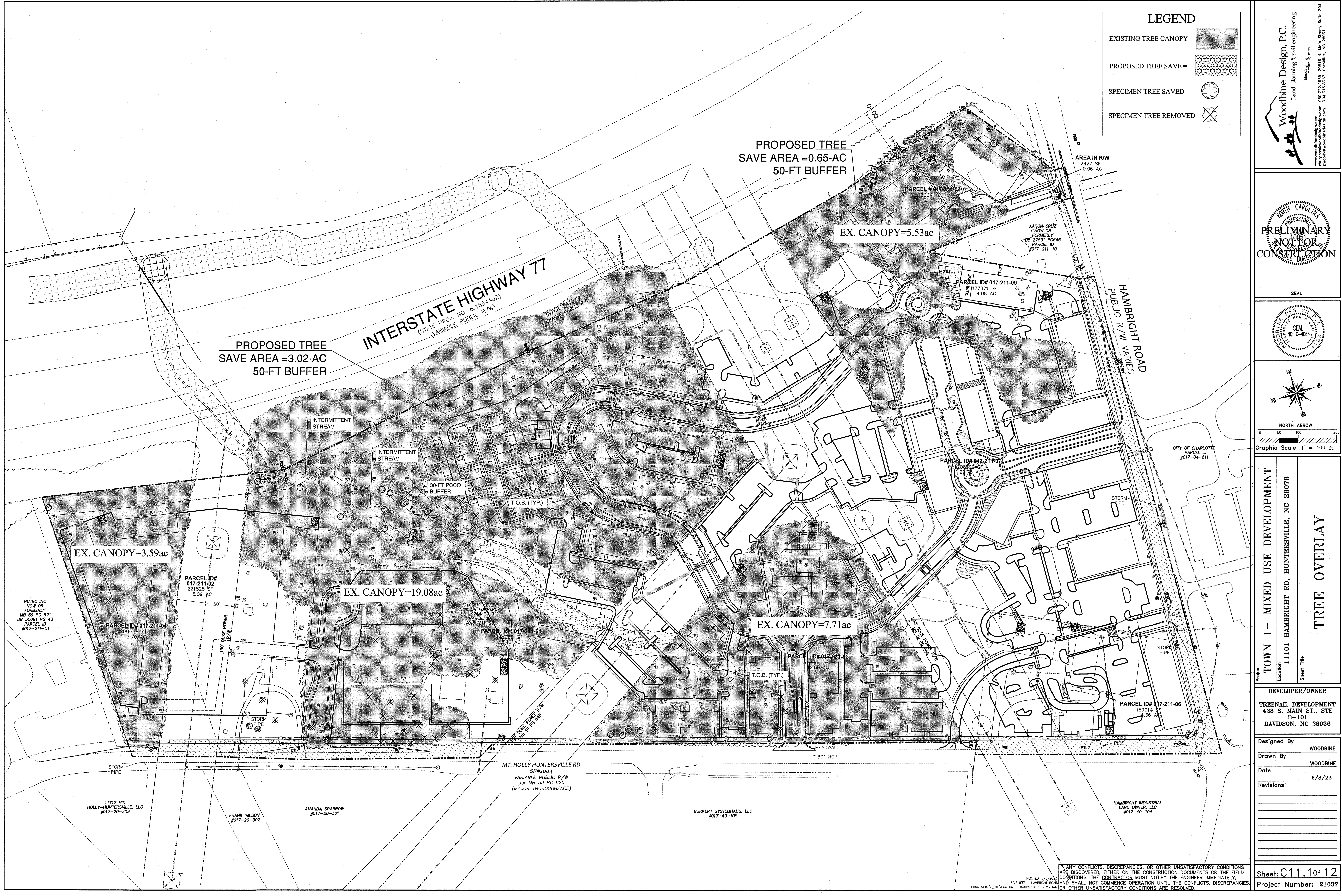
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Sheet: C11 of 12

Project Number: 21037





**LEGEND**

EXISTING TREE CANOPY = [Pattern]

PROPOSED TREE SAVE = [Pattern]

SPECIMEN TREE SAVED = [Symbol]

SPECIMEN TREE REMOVED = [Symbol]

**Woodbine Design, P.C.**  
Land planning & civil engineering  
blending nature & man  
www.woodbinedesign.com 980.722.2669 20816 N. Main Street, Suite 204  
thurgas@woodbinedesign.com 704.515.5357 Cornelius, NC 28031  
pweedy@woodbinedesign.com

**PRELIMINARY**  
NOT FOR  
CONSTRUCTION

SEAL  
NO. C-4063

NORTH ARROW  
Graphic Scale 1" = 100 ft.

**TOWN 1 - MIXED USE DEVELOPMENT**  
Location 11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078  
Sheet Title **TREE OVERLAY**

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

**Designed By** WOODBINE  
**Drawn By** WOODBINE  
**Date** 6/8/23

**Revisions**

|  |  |
|--|--|
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**Sheet: C11.1 of 12**  
**Project Number: 21037**

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.  
PLOTED: 6/8/2023  
2/21/2023 - HAMBRIGHT ROAD AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.  
COMMERCIAL\_CAD006-BASE-HAMBRIGHT-5-B-23.DWG



LEGEND

EXISTING SLOPE =

15%

PCO BUFFER =

WETLANDS =

PROPOSED TREE SAVE =

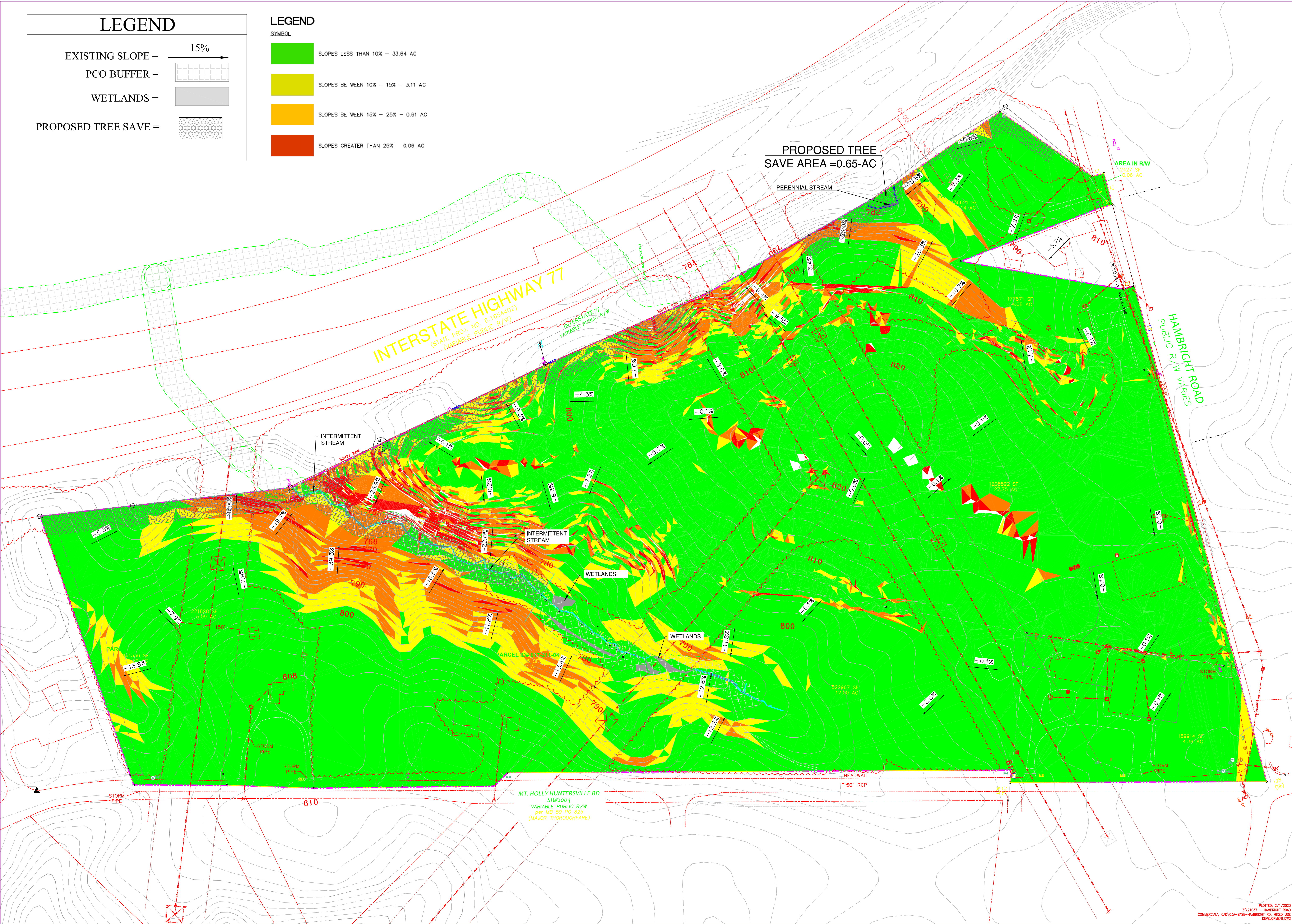
LEGEND

SLOPES LESS THAN 10% - 33.64 AC

SLOPES BETWEEN 10% - 15% - 3.11 AC

SLOPES BETWEEN 15% - 25% - 0.61 AC

SLOPES GREATER THAN 25% - 0.06 AC



Woodbine Design, P.C.

Land planning & civil engineering

980.722.2669 20816 N. Main Street, Suite 304  
Raleigh, NC 27605  
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info@woodbinedesign.com

PRELIMINARY  
NOT FOR  
CONSTRUCTION

SEAL

SEAL

NO. C-4063

NORTH ARROW

Graphic Scale 1" = 100 ft.

TOWN 1- MIXED USE DEVELOPMENT

11101 HAMBRIGHT RD, HUNTERSVILLE, NC 28078

SLOPE ANALYSIS

DEVELOPER/OWNER

TREENAIL DEVELOPMENT

428 S. MAIN ST., STE B-101

DAVIDSON, NC 28036

Designed By

WOODBINE

Drawn By

WOODBINE

Date

2/1/23

Revisions

Sheet: C12 of 12

Project Number: 21037

PLOTTED: 2/1/2023  
2/1/2037 - HAMBRIGHT ROAD  
COMMERCIAL LOT/304-BASE-HAMBRIGHT RD MIXED USE  
DEVELOPMENT.DWG



# TOWN 1



## Architectural Scheme

Architectural styles, designs, materials, colors and building configurations depicted herein are conceptual and subject to change.





modern  
URBAN  
community

TOWN 1





modern  
FARMHOUSE  
living

TOWN 1



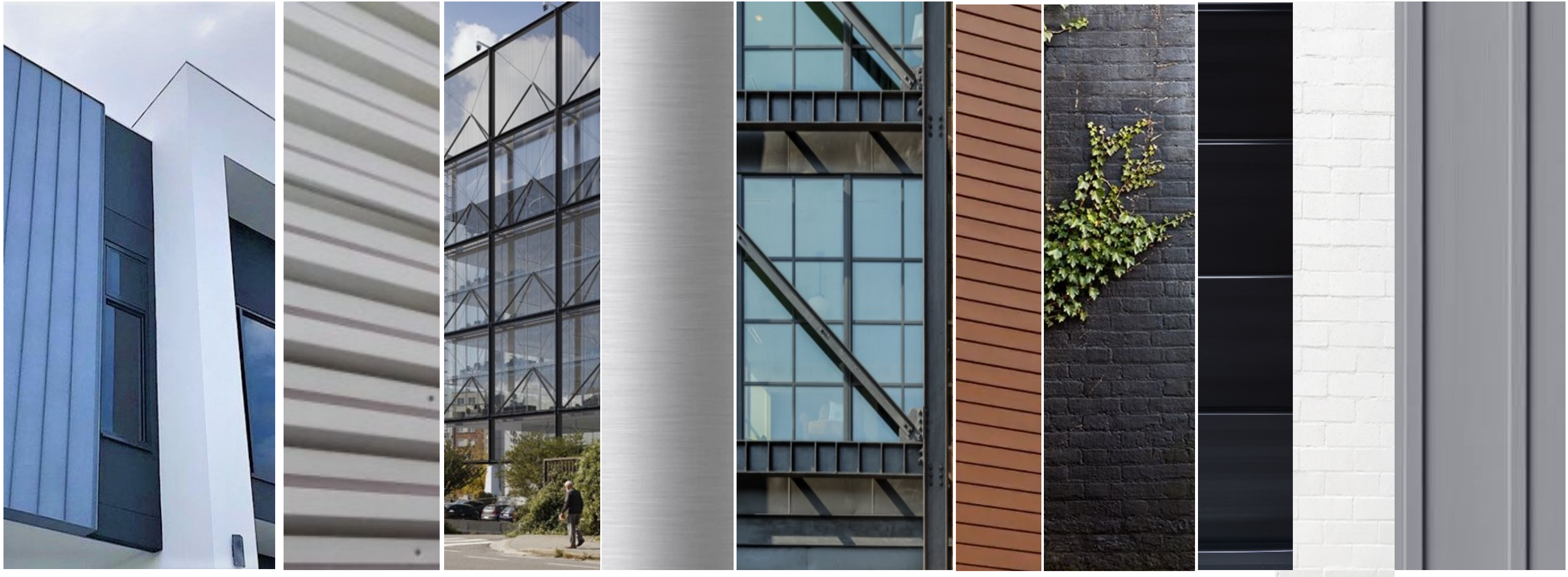
# Material + design



COMMERCIAL TO RESIDENTIAL:  
A SOPHISTICATED PALETTE OF MATERIALS, COLORS, AND TEXTURES TIES THE DEVELOPMENT  
TOGETHER.

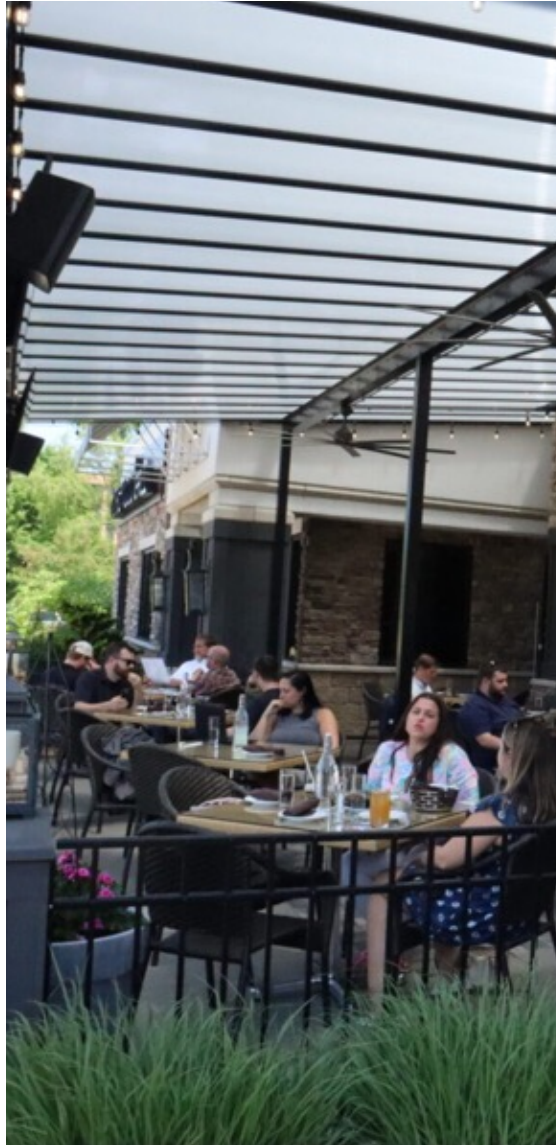
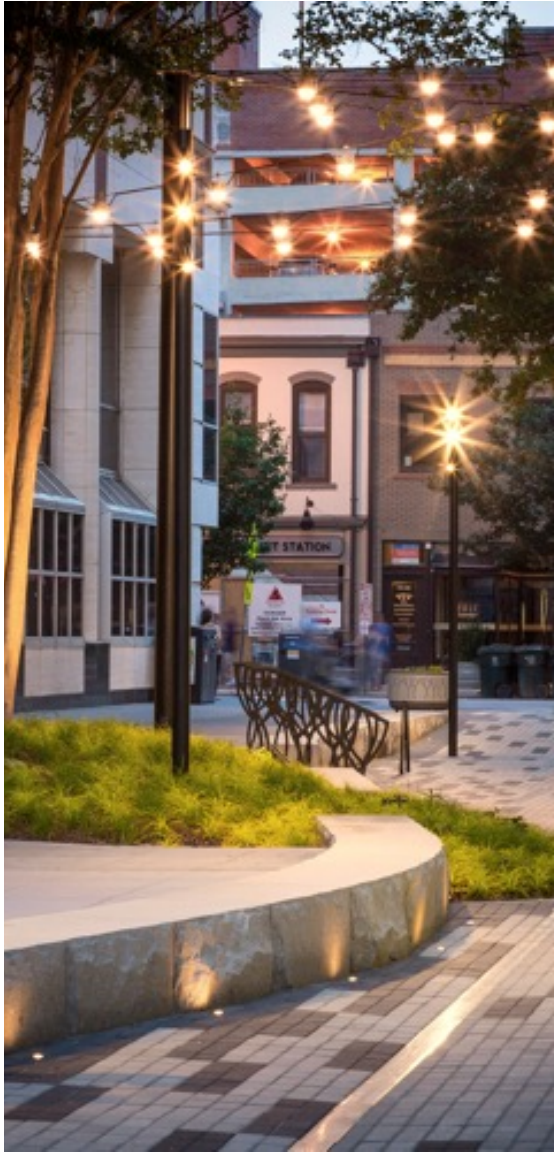


# Material + design



A CLASSIC MODERN VIBE WEAVES ITS WAY FROM THE OFFICE BUILDING INTO THE CONTEMPORARY RETAIL DISTRICT AND CONTINUES THROUGH THE RESIDENTIAL MODERN FARMHOUSE.

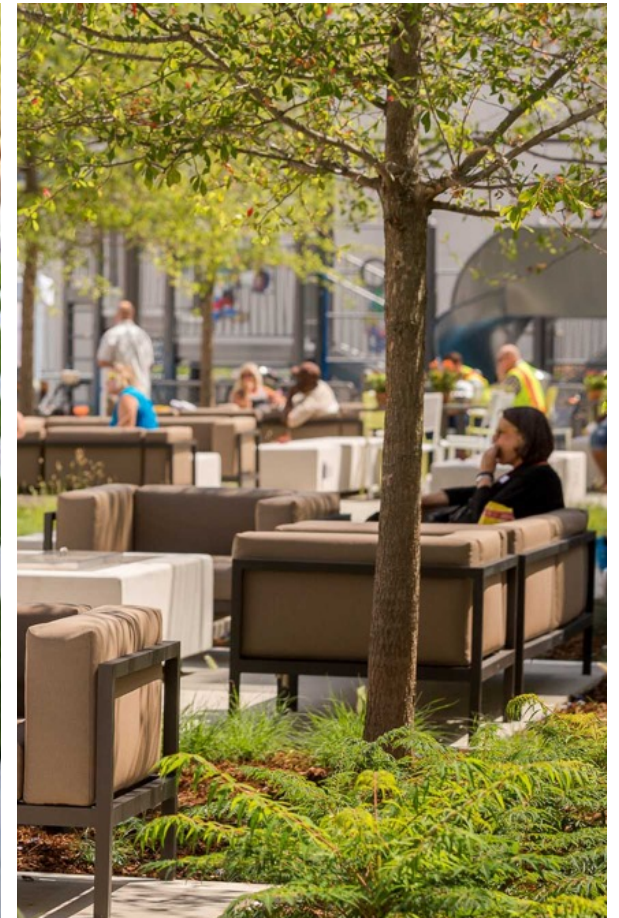




street life

COMMUNITY . CONNECTIVITY . PLACE





openspace life

COMMUNITY . CONNECTIVITY . PLACE







# retail life

STREET ENGAGED WITH MODERN CLEAN LINES, LAYERING OF MATERIAL AND TEXTURES







# office life

CLASSIC MODERN DESIGN, MATERIAL AND TEXTURES

TOWN 1





## retail outparcel life

ENGAGING STREET FRONTS, EASY ACCESS WITH A CONTEMPORARY FLARE.

BUILDING EXTERIORS SHALL INCORPORATE SELECT ELEMENTS OF THE MATERIALS AND DESIGN UTILIZED IN THE OVERALL PROJECT.







# urban flat life

LIVE CONNECTED TO WORK AND PLAY

TOWN 1





walk up life

MODERN FARMHOUSE VIBE WITH ACCESS TO THE URBAN LIFE

TOWN 1





# industrial life

CLEAN MODERN MATERIALS AND SHAPES WITH A COHESIVE COLOR PALETTE





# Proposed site views



An active community





# retail life

EXAMPLE VIEW – ACCESS #2

TOWN 1





retail life

EXAMPLE VIEW - PLAZA

TOWN 1





# retail life

EXAMPLE VIEW - PEDESTRIAN VILLAGE

TOWN 1







# retail life

EXAMPLE VIEW - PEDESTRIAN CORRIDOR

TOWN 1





work life

EXAMPLE VIEW - OFFICE

TOWN 1





# retail outparcel

EXAMPLE VIEW – C8

TOWN 1





# retail outparcel

EXAMPLE VIEW – C4/C7





View from Hambright Road



Entry view from parking



Entry view from Hambright

# urban flat life

EXAMPLE VIEW – BUILDING U2





urban flat life

EXAMPLE VIEW – BUILDING U1 PLAZA





# walk-up home life

EXAMPLE VIEW – ACCESS #5

TOWN 1





# home life

EXAMPLE VIEW – TOWNHOMES

TOWN 1





industrial life

EXAMPLE VIEW – BUILDING W2 FRONTAGE







# industrial life

EXAMPLE VIEW – ACCESS #6





# TOWN



bartlett hartley & mulkey

**Huntersville**  
NORTH CAROLINA







January 18, 2023

Mr. Peyton Woody  
Woodbine Design, PC  
20816 North Main Street  
Suite 204  
Cornelius, NC 28031

**SUBJECT: PRELIMINARY CAP REVIEW  
TOWN-1 MIXED USE DEVELOPMENT  
17301 OLD STATESVILLE ROAD, CHARLOTTE, NC 28078**

After an analysis by Charlotte Water's Capacity Assurance Program (CAP) of the sanitary sewer system associated with the proposed **TOWN-1 MIXED USE DEVELOPMENT**, it was determined that there is currently sufficient capacity within the existing public gravity sewer, to accommodate the proposed sewer flow (**101,310 gallons per day**), at the connection point(s) indicated on the submitted exhibit plan for transmission to the **McDowell Creek Wastewater Treatment Plant**; (NPDES permit number **NC0036277**),

Please note that availability of flow is subject to change, and this **PRELIMINARY CAP REVIEW (Pre-CAP)**, **does not guarantee future capacity and does not reserve capacity in the public sewer system. A full CAP application with a fully engineered site utility plan must be submitted and the full CAP application must be approved to reserve sewer capacity for this project. A Capacity reservation is required prior to Charlotte Water providing service.** Please contact New Services at 704-432-2854 for official submittal guidelines to the Capacity Assurance Program.

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

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

The applicant should understand that this letter is not an authorization to construct or extend private water or sewer systems, as the appropriate local or State permits are required prior to construction. The analysis performed determines available capacity within the existing public gravity sewer system. The development is responsible for any additional private or public sewer infrastructure required to convey flow from the proposed development to the existing public sewer.

If you have any questions, please do not hesitate to contact me at (704) 432-5801.

Sincerely,

*Guillermo Anzola*

Guillermo Anzola / Engineering Assistant  
**CHARLOTTE WATER** / [charlottewater.org](http://charlottewater.org)



February 1, 2023

**SUBJECT:** Notice of neighborhood meeting for information related to Petition Number R22-07, a Conditional Rezoning of approximately 69.41 acres on the northeast side of the intersection at Mt. Holly-Huntersville Road and Hambright Road, Huntersville, NC. The parcels are 01721101, 01721102, 01721103, 01721104, 01721105, 01721106, 01721107, 01721108 and 01721109. The property owners of the subject property are listed on the attached Exhibit A. The Applicant of the subject parcels is Treenail Development, Inc.

**To Whom It May Concern:**

Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject properties, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the meeting is to provide an opportunity for the Applicant/Developer to describe the proposed project and to answer any questions you may have. The Applicant/Developer is requesting approval from the Town to amend the current zoning districts from Corporate Business (CB) and Special Purpose Conditional Use (SP(CD)) to Transit-Oriented Development – Residential Conditional Use (TOD-R(CD)), Highway Commercial Conditional Use (HC(CD)) and Special Purpose Conditional Use (SP(CD)).

**MEETING DETAILS:**

6:00 P.M. to 7:00 P.M.  
Wednesday, February 15, 2023  
Clutch Studios  
11101 Hambright Road  
Huntersville, NC 28078

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

Sincerely,

Benjamin L. Geisler, President  
Treenail Development, Inc.



EXHIBIT A

**Parcel ID Numbers**

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

# Community Meeting Attendance Log

|                      |                                                              |
|----------------------|--------------------------------------------------------------|
| Project Name:        | R22-07 Town 1 Mixed Use Center                               |
| Location of Meeting: | Clutch Studios, 11101 Hambright Road, Huntersville, NC 28078 |
| Date:                | Wednesday, February 15, 2023                                 |
| Time:                | 6:00 PM                                                      |

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

|    |                  |    |  |
|----|------------------|----|--|
| 1  | Johnny Hallinger | 26 |  |
| 2  | Terry E. Dewese  | 27 |  |
| 3  | Sam Rhy          | 28 |  |
| 4  | Jason            | 29 |  |
| 5  | Jordan Jackson   | 30 |  |
| 6  | Derrick Glass    | 31 |  |
| 7  | Donna Harris     | 32 |  |
| 8  |                  | 33 |  |
| 9  |                  | 34 |  |
| 10 |                  | 35 |  |
| 11 |                  | 36 |  |
| 12 |                  | 37 |  |
| 13 |                  | 38 |  |
| 14 |                  | 39 |  |
| 15 |                  | 40 |  |
| 16 |                  | 41 |  |
| 17 |                  | 42 |  |
| 18 |                  | 43 |  |
| 19 |                  | 44 |  |
| 20 |                  | 45 |  |
| 21 |                  | 46 |  |
| 22 |                  | 47 |  |
| 23 |                  | 48 |  |
| 24 |                  | 49 |  |
| 25 |                  | 50 |  |



## **R22-07 TOWN-1 Mixed Use Center Rezoning**

### **Neighborhood Meeting Report**

Date: February 15, 2023

Time: 6:00pm-7:00pm

Location: Clutch Studios, 11101 Hambright Road, Huntersville, NC 2878

**Applicant and the neighborhood attendees discussed the following comments and questions:**

#### **Comments**

- Property owners of the property that is the subject of the rezoning proposal discussed the proposed uses for their property with the Applicant, including future office, urban multifamily, walk-up multifamily, retail, restaurant, neighborhood services, light industrial and storage uses.
- Applicant highlighted key areas of the project including the walkable “main street” atmosphere at the heart of the project as well as the various green spaces.
- Attendees discussed the history of the property.
- General enthusiasm for the project because of the added neighborhood services and shopping options.
- General questions regarding any potential traffic increases.
- Neighbors (Burkert Systems) were excited to have a place within walking distance to eat and take a break from work.
- Some attendees were unaware of the future CATS park and ride station going into the area.
- Attendees mentioned other mixed-use projects in the I-485/I-77 corridor of Huntersville.
- Some neighbors requested an explanation about the function of the storm water ponds.
- Attendees commented that they knew this property would be developed sooner or later and are excited to see the plan progress.
- Applicant specifically highlighted all the entrances and exits of the project and vehicular and pedestrian ingress and egress.

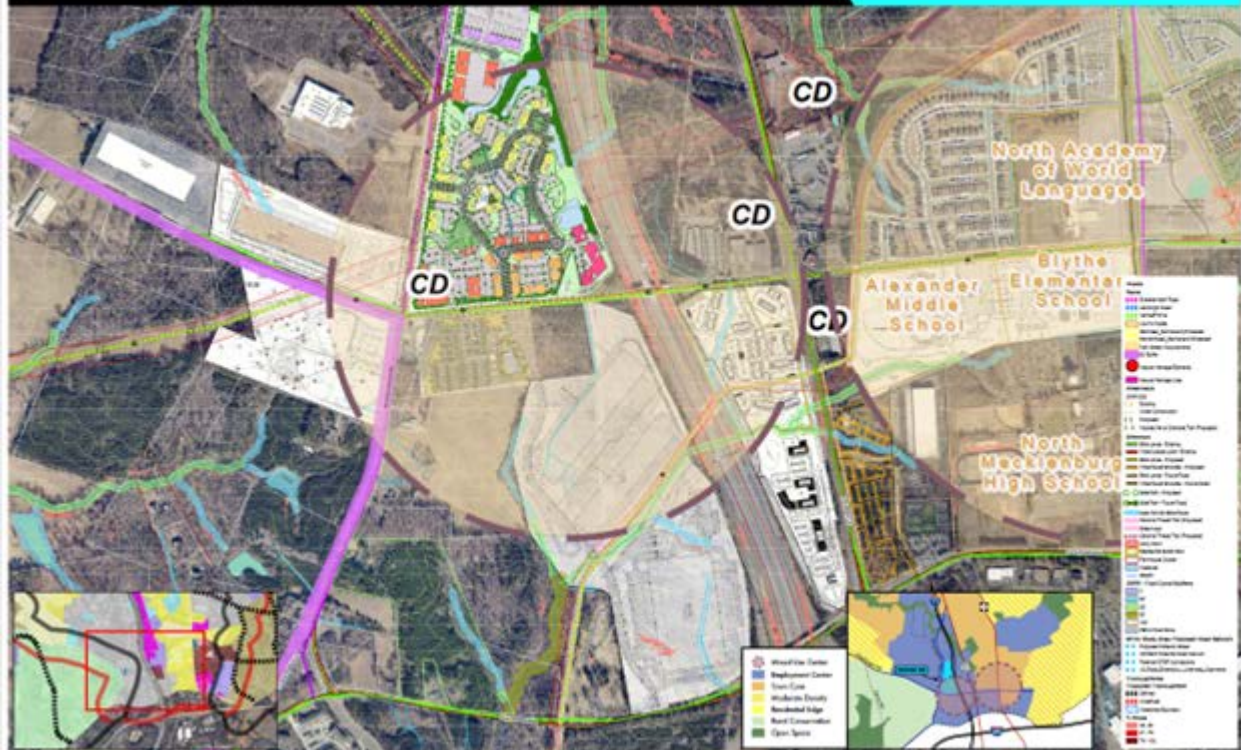
#### **Questions**

1. Has a TIA been completed for the project? **The TIA is currently being completed and the draft should be ready in March.**
2. What does the project timeline look like? **The project is currently on track for a May rezoning vote; permitting and construction plans will take at least 12 months; another 12-24 months to build out the first section of the development, with some parcels taking 5-7 years to complete.**
3. What is the CATS station? **It is a CATS park and ride station.**
4. Traffic
  - How will traffic impacts be dealt with? **Applicant will have those recommendations once the TIA is completed.**
  - Is there a way to make a pedestrian crossway across Mount Holly Huntersville Road? **Applicant will look into this possibility.**
  - What will the TIA recommend for the intersection at Hambright Road and Mt. Holly-Huntersville? **Applicant will know more once the TIA is completed.**
5. Has an environmental impact study been conducted? **It is currently in process.**
6. Do you know who the tenants are? **Tenants are not decided yet, discussions will progress as the project moves forward.**

7. How many people will be employed as a result of this? **Difficult to tell until the tenants are decided.**
8. What is the makeup of the sidewalks that surround the property? **Portions are 10-foot wide multi-use paths.**
9. Has the Applicant acquired all the land? **Applicant has acquired most of the property.**
10. What is the timeline for the rezoning process? **The draft TIA will be completed in March, Public Hearing is scheduled for April 3<sup>rd</sup>, Planning Board April 25<sup>th</sup>, Town Board vote May 15<sup>th</sup>.**
11. Will neighbors get another notice for the future meetings? **If the neighbors received a notice for the Neighborhood Meeting then they will also receive notice from the Town for the public hearing.**
12. What is a mixed-use node over this area as shown on the Future Land Use Map? **These areas contain vertical mixed-use along key frontages, with high walkability, buildings close to the street, and parking located in the rear. A higher intensity mix of housing options is also recommended.**
13. What does the TIA do? **The TIA will study potential impacts of the project on nearby intersections and recommend ways to mitigate those impacts.**
14. When are the ballfields going in? **No definite timetable as of right now but will get more information.**





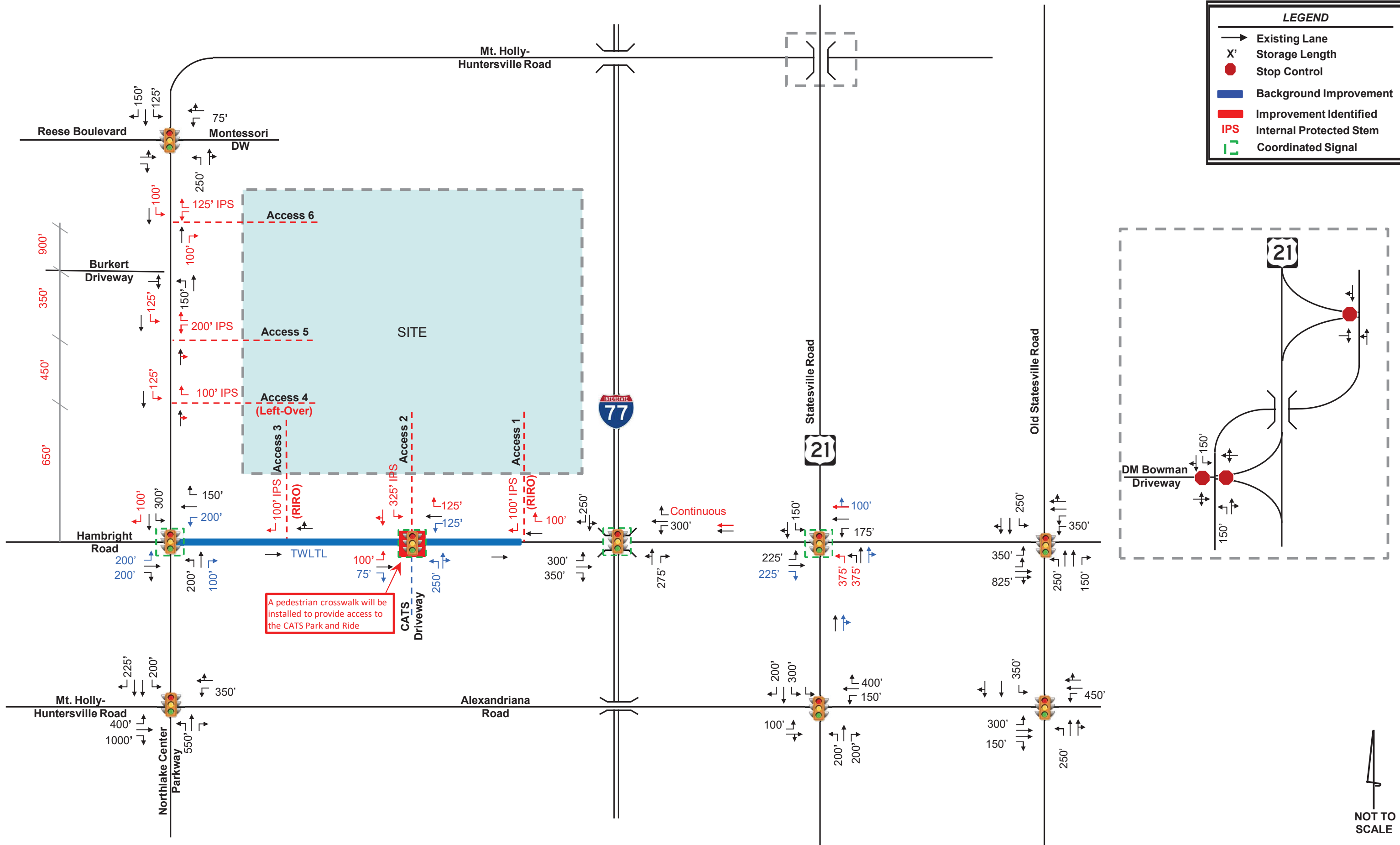


# TOWN 1



**BUILDINGS**





**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jesse James, Senior Planner

**Date:** June 20, 2023

**Subject:** Petition #R23-03 Ultimate Athlete

---

**EXPLAIN REQUEST:**

Consider making a decision on Petition #R23-03 Ultimate Athlete, a request by Jeremy Martin to rezone +/- 1.290 acres located at 15901 Cramur Drive from Neighborhood Center and General Residential to Highway Commercial Conditional District for an indoor/outdoor recreation center.

**ACTION RECOMMENDED:**

Decision

**FINANCIAL IMPLICATIONS:**

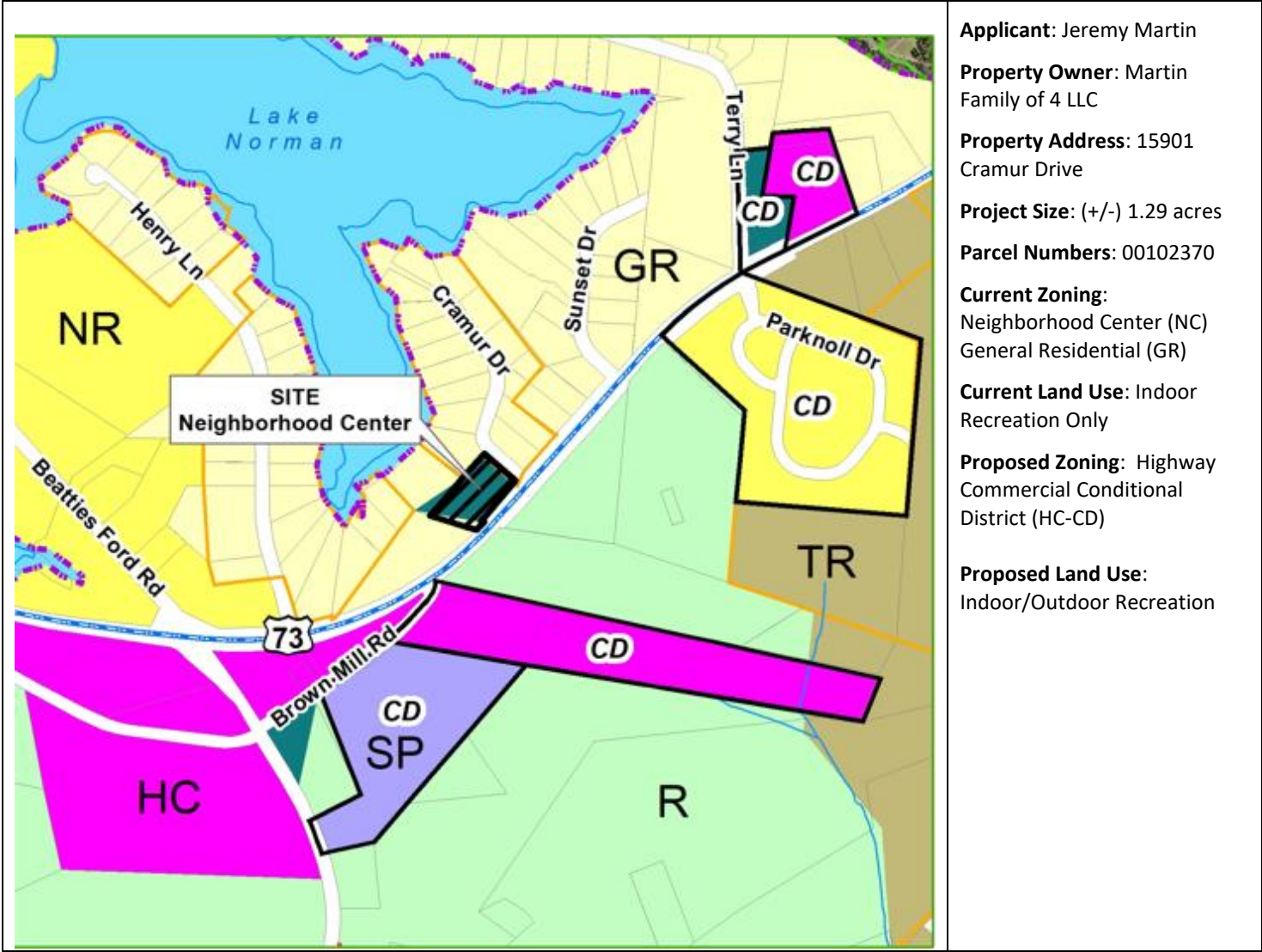
N/A

**ATTACHMENTS:**

1. R23-03 TB 6 20 23 Staff Report
2. General\_Application\_-\_December\_2020\_-\_Conditional\_Rezoning\_-\_Signed
3. 2022-05-02-\_222102\_-\_Ultimate\_Athlete\_Fitness\_Center
4. Community meeting forms & Material

Petition R23-03  
Ultimate Athlete Conditional District Rezone

PART 1: PROJECT SUMMARY



1. Purpose: Rezone 1.29-acres at the corner of Cramur Drive and Highway 73 from Neighborhood Center and General Residential (GR portion was recombined and is only a .171 piece of land) (NC&GR) to Highway Commercial-Conditional District (HC-CD) to permit a proposed Indoor and Outdoor Recreation Facility. HC is being proposed due to its proximity to adjacent Highway 73 and to permit the outdoor recreation use that Neighborhood Center does not allow. Indoor Recreation is permitted in the current zoned NC District, outdoor recreation is a permitted land use by right in the HC district.



2. Adjoining Zoning and Land Uses.

North: General Residential– Single Family Residential

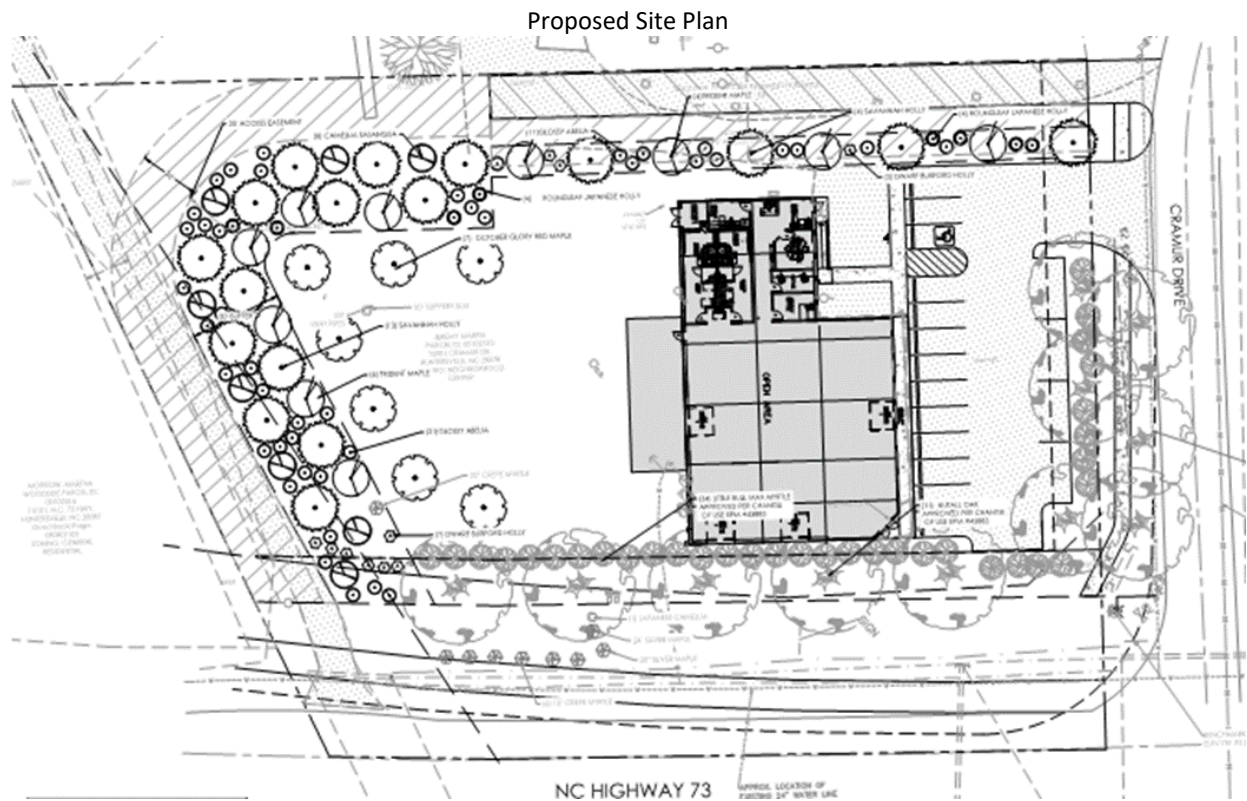
South: Rural Conditional District- Single Family Residential

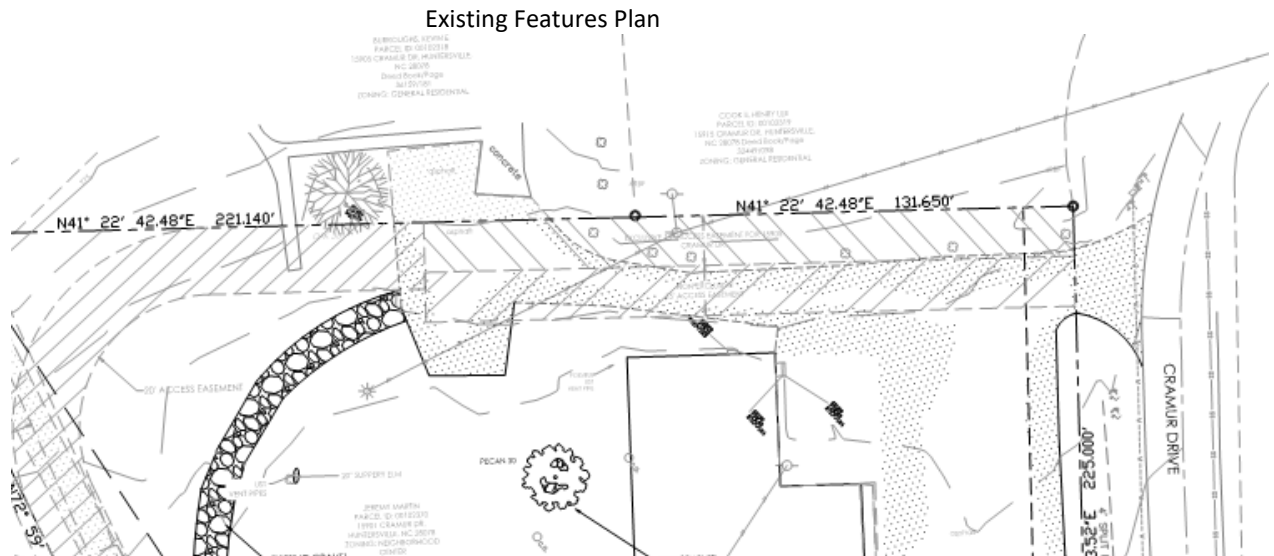
East: General Residential- Vacant

West: General Residential- Single Family Residential

3. A neighborhood meeting was held on Tuesday, March 21, 2023 and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment C).
4. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Highway 73.

**PART 2: REZONING/SITE PLAN**





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

- One modification to the ordinance is proposed which asks for a reduced 10 foot buffer to the required 30 foot buffer against a portion of the northern property line. This is to accommodate the driveway and 15' access easement for that same adjacent property. As seen in the proposed site plan and the existing features plan above, the existing condition shows an access easement for the adjacent lot to the North, which limits the amount of buffering that the proposed site can have. The proposed plan moves that easement against the property line for the adjacent driveway. This allows the buffer to go against the proposed use.
- The building is existing, and no expansion is proposed, just a building upfit and addition of new doors/windows, outdoor patio and recreation area on the lawn.
- The site is proposed to come into compliance with current zoning ordinance requirements for landscaping (minus the reduced buffer) and replacement of existing parking to new standards.
- There will be a proposed outdoor recreation area in the back yard.
- ROW frontage improvements meeting Town standards are proposed along Cramur Drive.

### **PART 3: TRANSPORTATION ISSUES**

#### **Traffic Impact Analysis (TIA)**

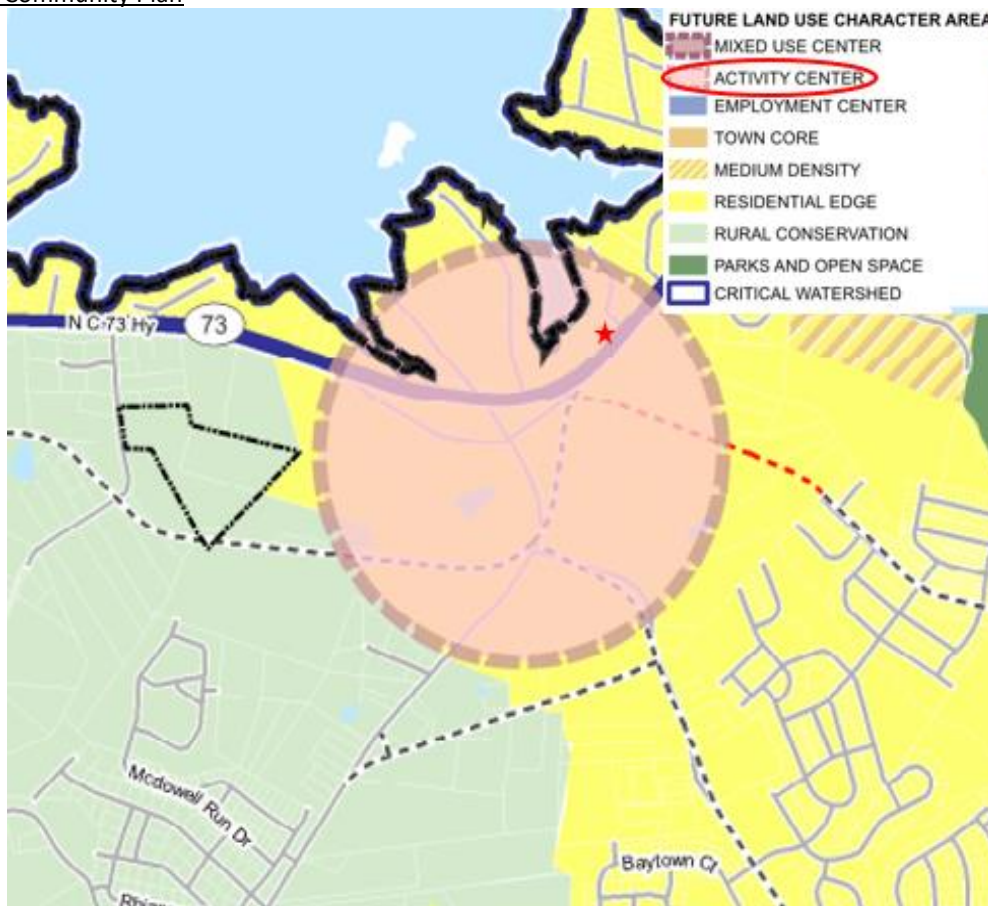
The Application for Determination was submitted on March 29, 2023 and no TIA will be required for this project. (Attachment D)

Highway 73 along this route will be improved and widened to add more lanes and sidewalks with starting date approximately 2026. This is NCDOT NC TIP # U-5765 for reference.

#### PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan



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

- **Policy LU 6.1:** A mix of land uses is encouraged in Mixed-Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.  
Staff Comment: This project will provide a land use that is not present in that Activity Center node.



- **EV 2.1:** Promote and encourage local businesses, particularly small businesses. Foster a dynamic, diversified, and inclusive business climate that highlights why the Town of Huntersville can support private investment and locally expanding businesses.  
Staff Comment: This is a local small business and this expansion to allow outdoor recreation would potentially enhance the businesses vitality.

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

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

STAFF COMMENT: The proposed rezoning for the Ultimate Gym to allow for outdoor recreation in the already permitted indoor recreation gym would be consistent with the overall character of the area because it greatly enhances the amount of vegetation and buffering that existed with the former retail lighting use. This property has Highway 73 access and acts as a buffer to the residential uses surrounding it.

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

STAFF COMMENT:

- A Transportation Impact Analysis Application for Determination was submitted and resulted in the determination by Town Staff that no TIA was required for this proposal.
- The proposal has already been provided assurance of utilities needed to run the business with the approval of the change of use permit.

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

STAFF COMMENT:

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

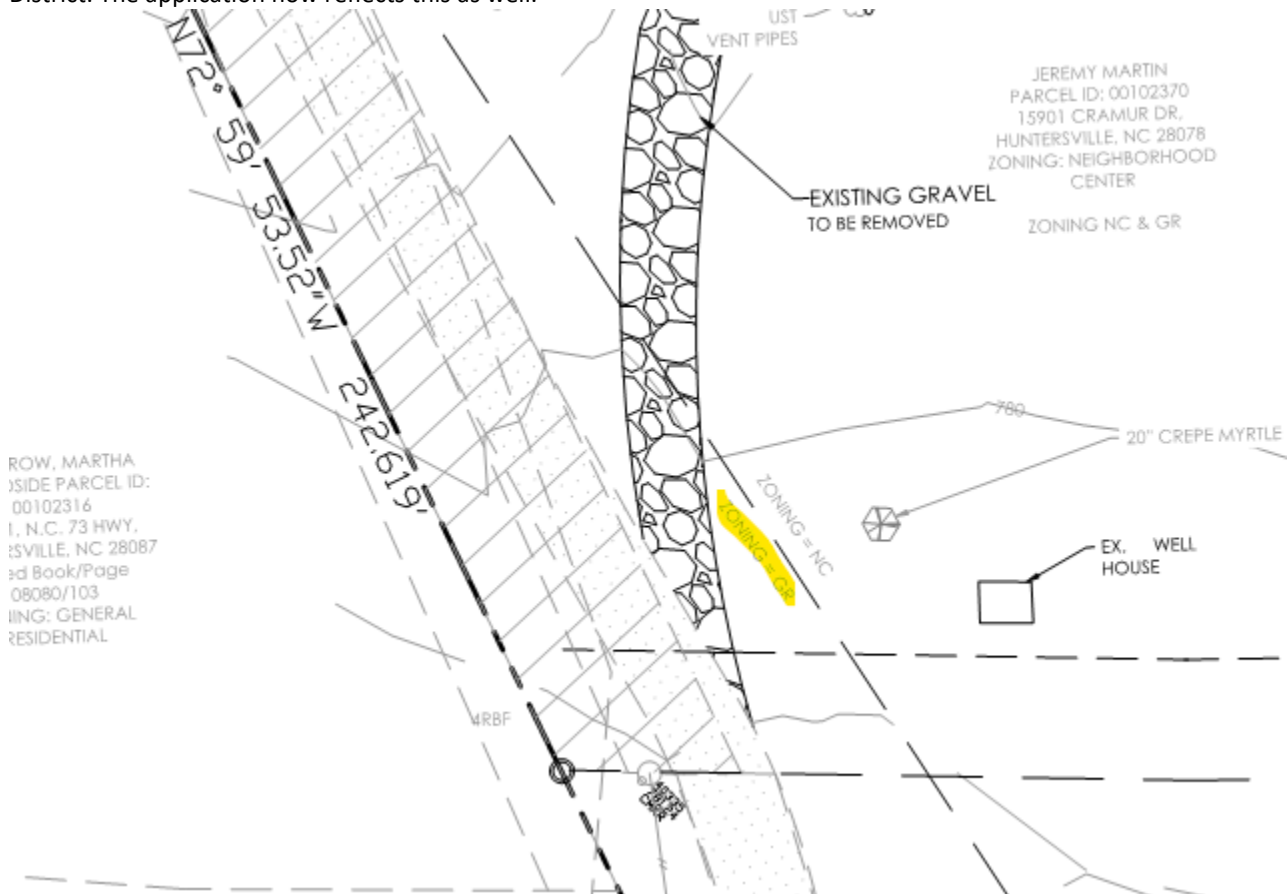
## **PART 5: STAFF RECOMMENDATION**

In considering the proposed rezoning petition R23-03, Ultimate Gym, Staff recommends approval. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 6.1 and EV 2.1 which encourage a mix of land uses in Activity Centers and promotes and encourages local/small businesses to locate in Huntersville.

It is reasonable and in the public interest to amend zoning map for this rezoning being that it is consistent with the existing development patterns in the area and supports the goals set for in the 2040 Community Plan for Activity Centers. Lastly the requested modification of the buffer yard (Buffer yard reduction) are in keeping with the spirit of the Ordinance and therefore supported.

## **PART 6: PUBLIC HEARING COMMENTS**

A Public Hearing was held on May 1, 2023. Since this meeting the plan and application have been updated to include the addition of the small parcel to the west that was previously recombined with the subject parcel. This small parcel that can be seen below has been added as requested to be part of this rezoning and is requested to go from General Residential to Highway Commercial-Conditional District. The application now reflects this as well.



#### PART 7: PLANNING BOARD RECOMMENDATION

Planning Board met on May 23, 2023 with a unanimous (8-0) vote in favor of approving this petition (J. Henson recused due to involvement with the project).

#### PART 8: TOWN BOARD RECOMMENDATION

Town Board meeting is scheduled for June 20, 2023

#### PART 9: ATTACHMENTS/ENCLOSURES

##### Attachments

- A – Rezoning Application(updated)
- B – Proposed CD Rezoning Plan
- C– Community Meeting Report (March 21, 2023)

D- TIA Determination Form

**PART 10: CONSISTENCY STATEMENT – R23-03 Ultimate Athlete**

| Planning Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Planning Board                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Board of Commissioners                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>APPROVAL: In considering the proposed rezoning petition R23-03, Ultimate Athlete, STAFF RECOMMENDS APPROVAL. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 6.1 and EV 2.1 which encourage a mix of land uses in Activity Centers and promotes and encourages local/small businesses to locate in Huntersville.</p> <p><u>It is reasonable and in the public interest to amend zoning map for this rezoning being that it is consistent with the existing development patterns in the area and supports the goals set for in the 2040 Community Plan for Activity Centers. Lastly the requested modification of the buffer yard (Buffer yard reduction) is in keeping with the spirit of the Ordinance and therefore supported.</u></p> | <p>APPROVAL: In considering the proposed rezoning application R23-03, Ultimate Athlete, the Planning Board recommends approval based on the Plan being consistent with consistent with the Huntersville 2040 Community Plan policies LU 6.1 and EV 2.1 which encourage a mix of land uses in Activity Centers and promotes and encourages local/small businesses to locate in Huntersville.</p> <p><u>It is reasonable and in the public interest to amend zoning map for this rezoning being that it is consistent with the existing development patterns in the area and supports the goals set for in the 2040 Community Plan for Activity Centers. Lastly the requested modification of the buffer yard (Buffer yard reduction) is in keeping with the spirit of the Ordinance and therefore supported.</u></p> | <p>APPROVAL: In considering the proposed rezoning application R23-03; Ultimate Athlete, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>.</p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>DENIAL: In considering the proposed rezoning application R23-03; Ultimate Athlete, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>.</p> <p><u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p> |





# General Application

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

## 1. Application Type

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

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

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

## 2. Project Data

Date of Application 01-30-2023

Name of Project Ultimate Athlete Fitness Rezoning Phase # (if subdivision) \_\_\_\_\_

Project Address 15901 Cramur Dr, Huntersville, 28078 NC

Parcel Identification Number(s) (PIN) 00102370

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

Property Size (acres) 1.290 AC Street Frontage (feet) 489'

Current Land Use Indoor recreation

Proposed Land Use(s) Indoor & outdoor recreation

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

## 3. Description of Request

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

To propose an outdoor recreation fitness center.

## 4. Site Plan Submittals

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

## 5. Outside Agency Information

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

## 6. Applicant

Printed Name Jeremy Martin Phone 704-577-1402  
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: \_\_\_\_\_

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

Signature Jeremy Martin Printed Name: Jeremy Martin  
Title Owner Email jmartin@ultathlete.com

Address of Applicant 6426 JIM KIDD ROAD, HUNTERSVILLE, NC 28078

## 7. Property Owner (if different than applicant)

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

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

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_  
Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner \_\_\_\_\_

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

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

## 8. Development/Design Firm Contact Information

|                  |                 |                |                     |
|------------------|-----------------|----------------|---------------------|
| Hensonfoley      | Jay Henson      | (704) 875-1615 | jay@hensonfoley.com |
| Development Firm | Name of Contact | Phone          | Email               |
| Hensonfoley      | Jay Henson      | (704) 875-1615 | jay@hensonfoley.com |
| Design Firm      | Name of Contact | Phone          | Email               |

## Contact Information

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



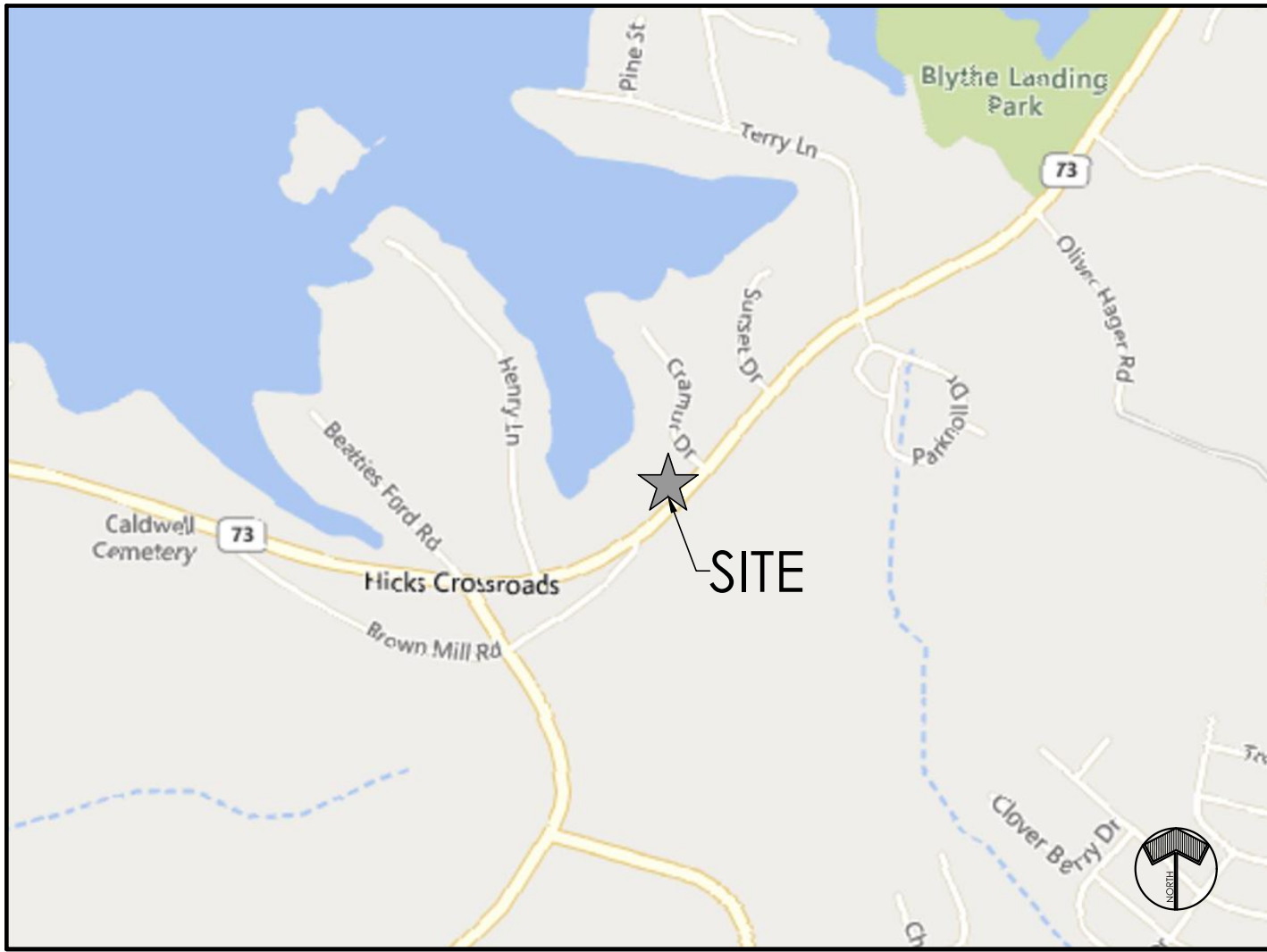
| Sheet List Table |                              |
|------------------|------------------------------|
| Sheet Number     | Sheet Title                  |
| 1                | COVER                        |
| 2                | SURVEY & EXISTING CONDITIONS |
| 3                | REZONING SITE PLAN           |
| 4                | LANDSCAPE PLAN               |

03/07/2023 INTERACTIVE COMMENTS

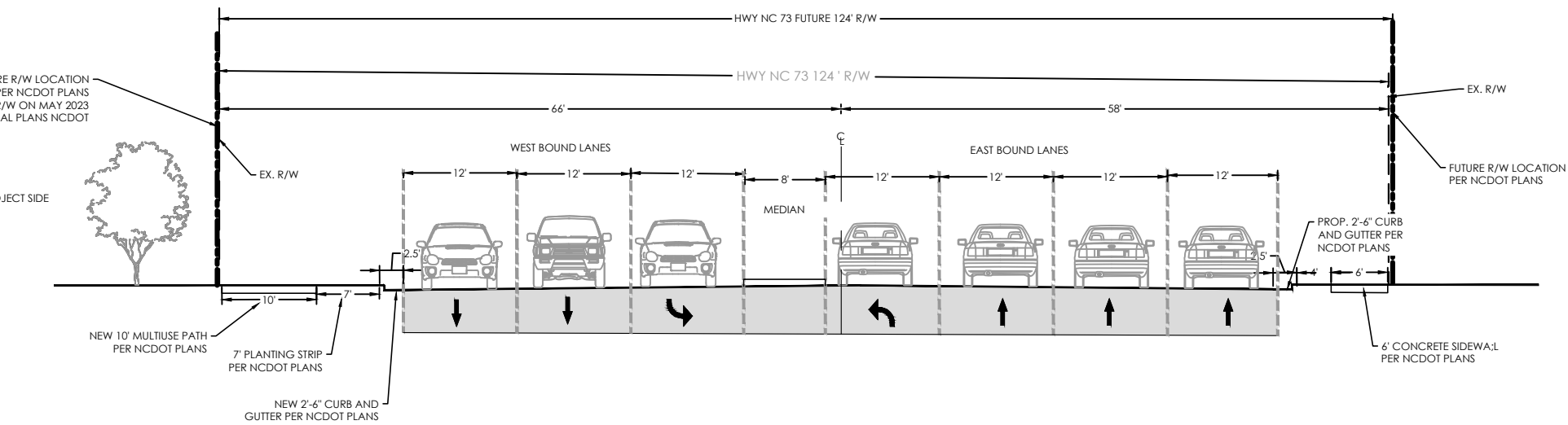
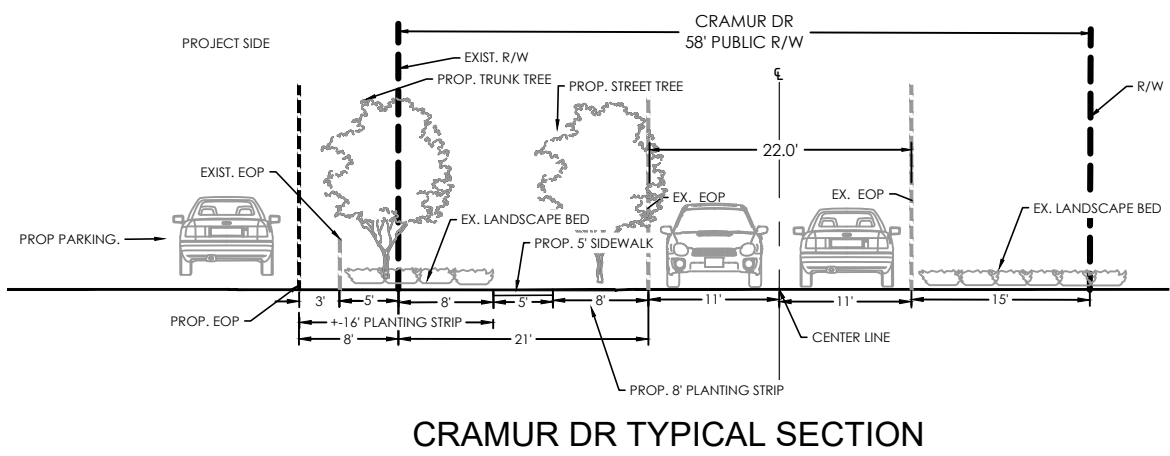
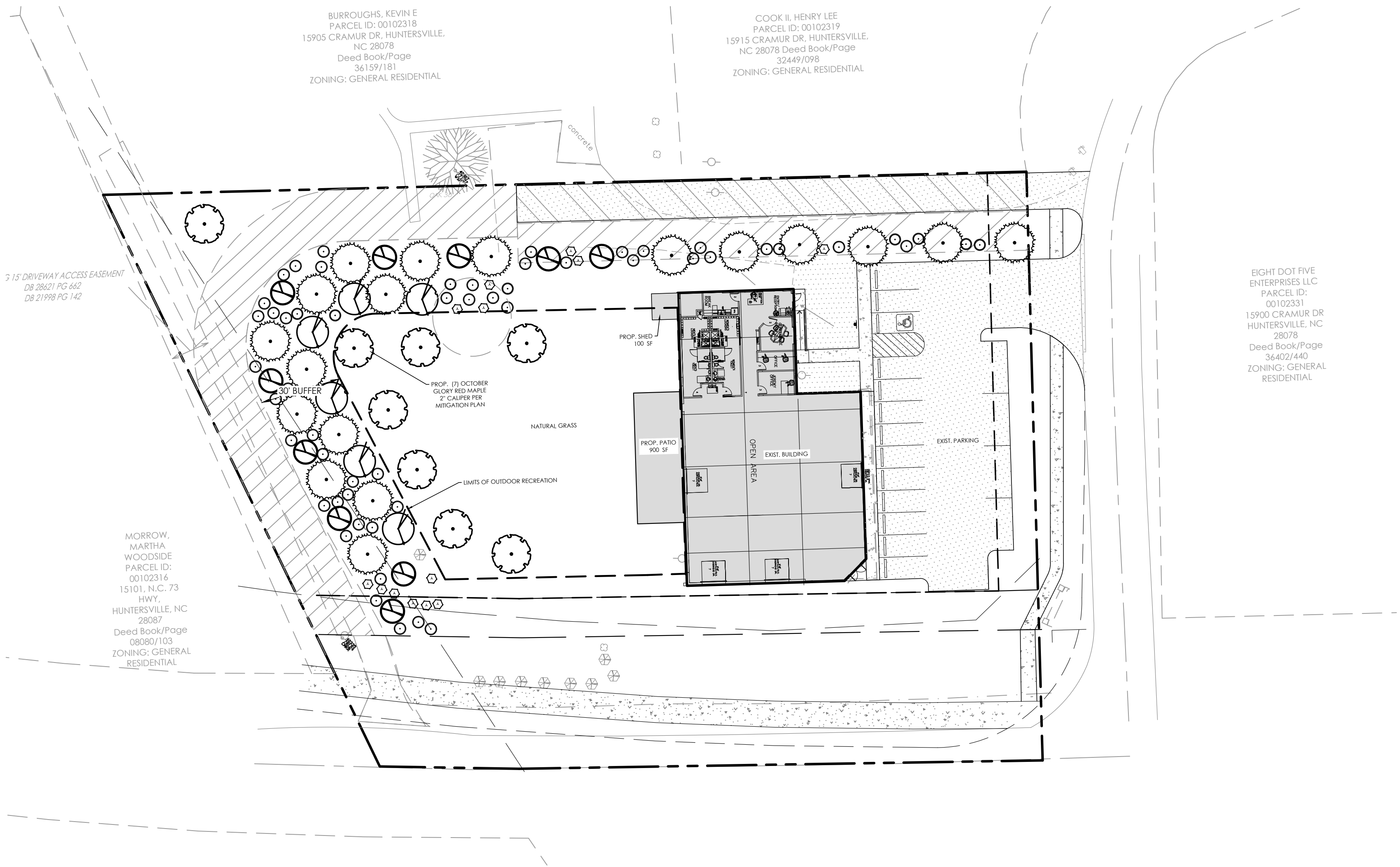
# REZONING PACKAGE PROPOSED

# ULTIMATE ATHLETE FITNESS CENTER HUNTERSVILLE, MECKLENBURG, NC PREVIOUS CHANGE OF USE EPM #438883 EPM # 445995

PURPOSE:  
TO REZONE EXISTING FITNESS CENTER TO HIGHWAY  
COMMERCIAL (HC-CD) IN ORDER TO ALLOW AN  
OUTDOOR RECREATION FITNESS



VICINITY MAP  
SCALE: N.T.S.



DEVELOPER/OWNER:  
JEREMY MARTIN  
6426 JIM KIDD ROAD  
HUNTERSVILLE, NC 28078  
PH: (704)-577-1402  
E-MAIL: JMARTIN@ULTATLETHE.COM

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



ULTIMATE ATHLETE FITNESS CENTER

PARCEL ID 00102370  
15901 CRAMUR DR, HUNTERSVILLE, NC 28078

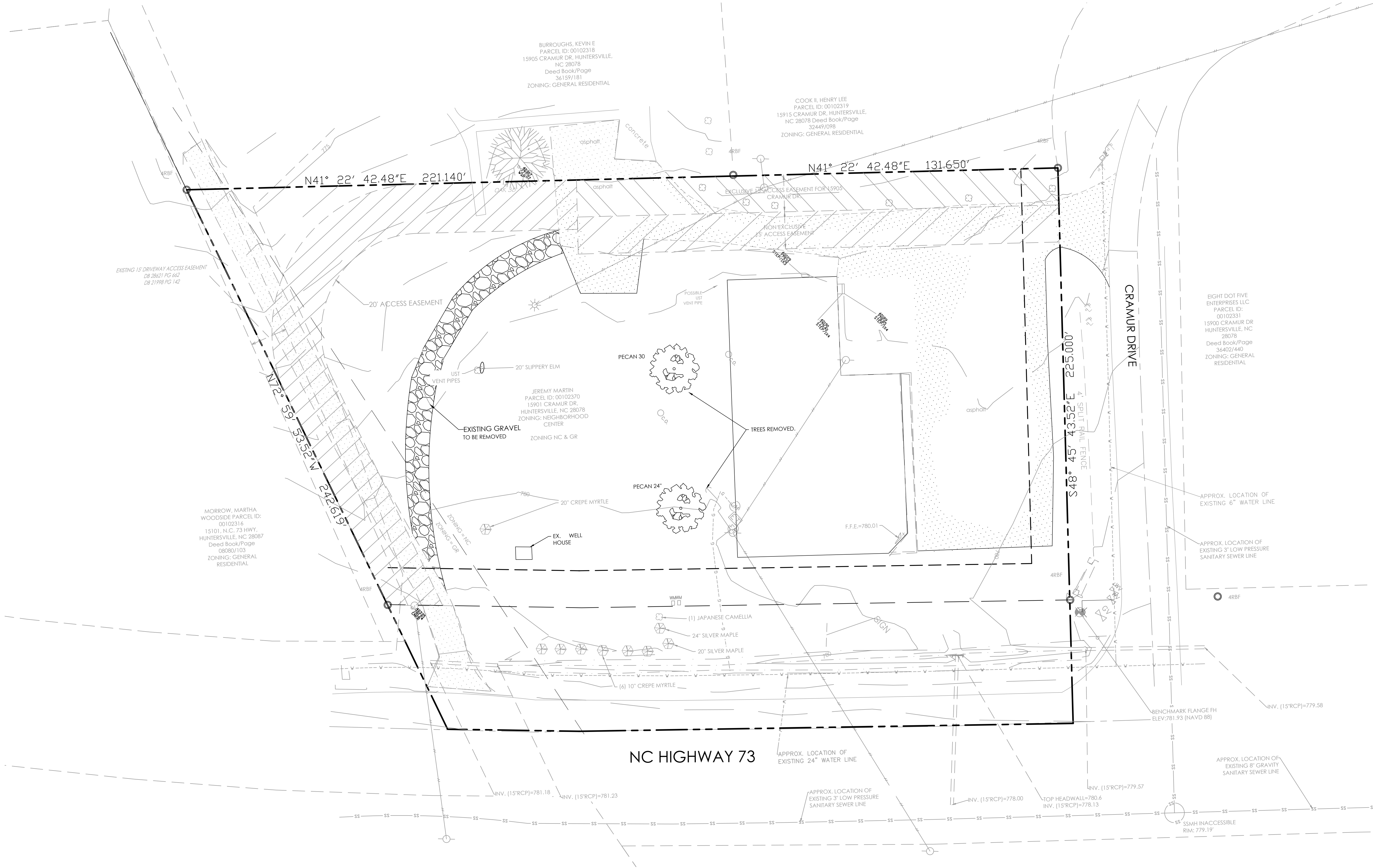
COVER

## REVISIONS:

02/21/2023 EPM COMMENTS  
03/07/2023 INTERACTIVE COMMENTS  
03/30/2023 EPM COMMENTS

|                  |              |
|------------------|--------------|
| C01 - COVER.DWG  |              |
| PROJECT NUMBER:  | 222102       |
| DATE: 12/20/2022 | DRAWN BY: MG |
| SHEET            | 1 OF 4       |

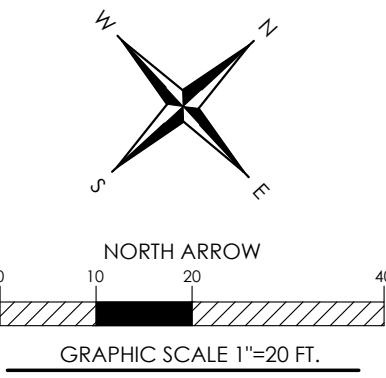




IF ANY ADDITIONAL PAVEMENT OR CURB NOT LOCATED BY SURVEY OR THAT CONFLICTS WITH PROPOSED PAVEMENT & CURB AND GUTTER MUST BE REMOVED

ALL PAVEMENT AND CURB TO BE REMOVED SHALL BE SAW CUT AT THE PROPOSED JOINT LOCATION

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



ULTIMATE ATHLETE FITNESS CENTER

PARCEL ID 00102370

15901 CRAMUR DR, HUNTERSVILLE ,NC 28078

SURVEY & EXISTING CONDITIONS

REVISIONS:

02/21/2023 EPM COMMENTS

03/30/2023 EPM COMMENTS

C02 - SURVEY.DWG

PROJECT NUMBER: 222102

DATE: 12/20/2022 DRAWN BY: MG

SHEET 2 OF 4



|                                                                                             |                                                |
|---------------------------------------------------------------------------------------------|------------------------------------------------|
| PARCEL ID                                                                                   | # 00102370                                     |
| LOCATION                                                                                    | 15901 CRAMUR DR HUNTERSVILLE NC 28078          |
| JURISDICTION                                                                                | HUNTERSVILLE                                   |
| OWNER                                                                                       | JEREMY MARTIN                                  |
|                                                                                             | 15901 CRAMUR DR                                |
|                                                                                             | HUNTERSVILLE NC 28078                          |
| EXISTING ZONING                                                                             | NC & GR                                        |
| PROPOSED ZONING                                                                             | (HC-CD)                                        |
| TOTAL PARCEL AREA                                                                           | 1.290 AC                                       |
| EXISTING BUILDING USE                                                                       | FITNESS CENTER (INDOOR RECREATION)             |
| PROPOSED BUILDING USE                                                                       | FITNESS CENTER (INDOOR AND OUTDOOR RECREATION) |
| MIN. FRONT / STREET SETBACK                                                                 | 15'                                            |
| MIN. SIDE SETBACK                                                                           | -                                              |
| MIN. REAR SETBACK                                                                           | -                                              |
| BUILDING                                                                                    | HEIGHT 14' - FLOOR AREA - 6,121 SF             |
| PARKING SPACES REQUIRED                                                                     | 1/500 SF = 6,121 SF/500= 12.2 = 13 SPACES      |
| PARKING SPACES PROVIDED                                                                     | 17 SPACES (1 ADA)                              |
| REQUIRED TREE SAVE                                                                          | 30% SPECIMEN TREES                             |
| MITIGATION PLAN OF TREES ALREADY REMOVED                                                    | 7 TREES 2" C.ALPHER + FUND/BANK                |
| FEMA MAP NUMBER                                                                             | 3710462100K                                    |
| FEMA MAP DATE                                                                               | 09/02/2015                                     |
| SOIL TYPES                                                                                  | CeB2 (100%)                                    |
| BUFFER REQUIREMENTS                                                                         | MINIMUM 30' BUFFER                             |
|                                                                                             | 30' BUFFER ADJACENT TO RESIDENTIAL USE         |
| ALTERATIONS TO THE CONDITIONAL PLAN ARE SUBJECT TO SECTION 6.207 (ALTERATIONS TO APPROVALS) |                                                |
| ALL ARCHITECTURAL DESIGN STANDARDS SHALL APPLY                                              |                                                |
| SITE LIGHTING BY OTHERS & SHALL COMPLY WITH LAND DEVELOPMENT STANDARDS                      |                                                |
| PROJECT TO BE DEVELOPED IN ONE (1) PHASE                                                    |                                                |

| PCSO SUMMARY                                          |                                  |      |  |
|-------------------------------------------------------|----------------------------------|------|--|
| Original Parcel ID Number(s):                         | 102370                           |      |  |
| Development Type:                                     | Commercial                       |      |  |
| Subject to PCSO? Y/N                                  | N                                |      |  |
| If NO, why?                                           | Below BUA/Disturbance Thresholds |      |  |
| Watershed:                                            | Huntersville PC District         |      |  |
| Disturbed Area (ac):                                  | 0.98                             |      |  |
| Site Area (ac):                                       | 1.29                             |      |  |
|                                                       | DA#1                             | DA#2 |  |
| Total on-site Drainage Area (ac):                     | 1.29                             |      |  |
| Existing Built-upon-area (SF) (Before June 30, 2007): | 23,253                           |      |  |
| Remaining Acreage:                                    | 0.75                             |      |  |
|                                                       |                                  |      |  |
| Proposed New BUA (SF):                                | 3,745                            |      |  |
| Proposed % BUA:                                       | 10.29%                           |      |  |
| Density (High / Low)                                  | Low                              |      |  |
| Total Post-Project BUA for site:                      | 23,457                           |      |  |
| Development or Redevelopment?                         | Redevelopment                    |      |  |
| Natural Area Required (ac):                           | N/A                              |      |  |
| Natural Area provided, total (ac):                    | N/A                              |      |  |
| Undisturbed Treed Natural Area Preserved (ac):        | N/A                              |      |  |
| Total stream buffer protected on-site (ac):           |                                  |      |  |
| Transit Station Area? Y/N                             | N                                |      |  |
| Distressed Business District? Y/N                     | N                                |      |  |
| Mitigation Type (if applicable)                       | N/A                              |      |  |
| Natural Area mitigation? Y/N                          | N                                |      |  |
| Buffer Mitigation? Y/N                                | N                                |      |  |
| Total Phosphorous Mitigation? Y/N                     | N                                |      |  |

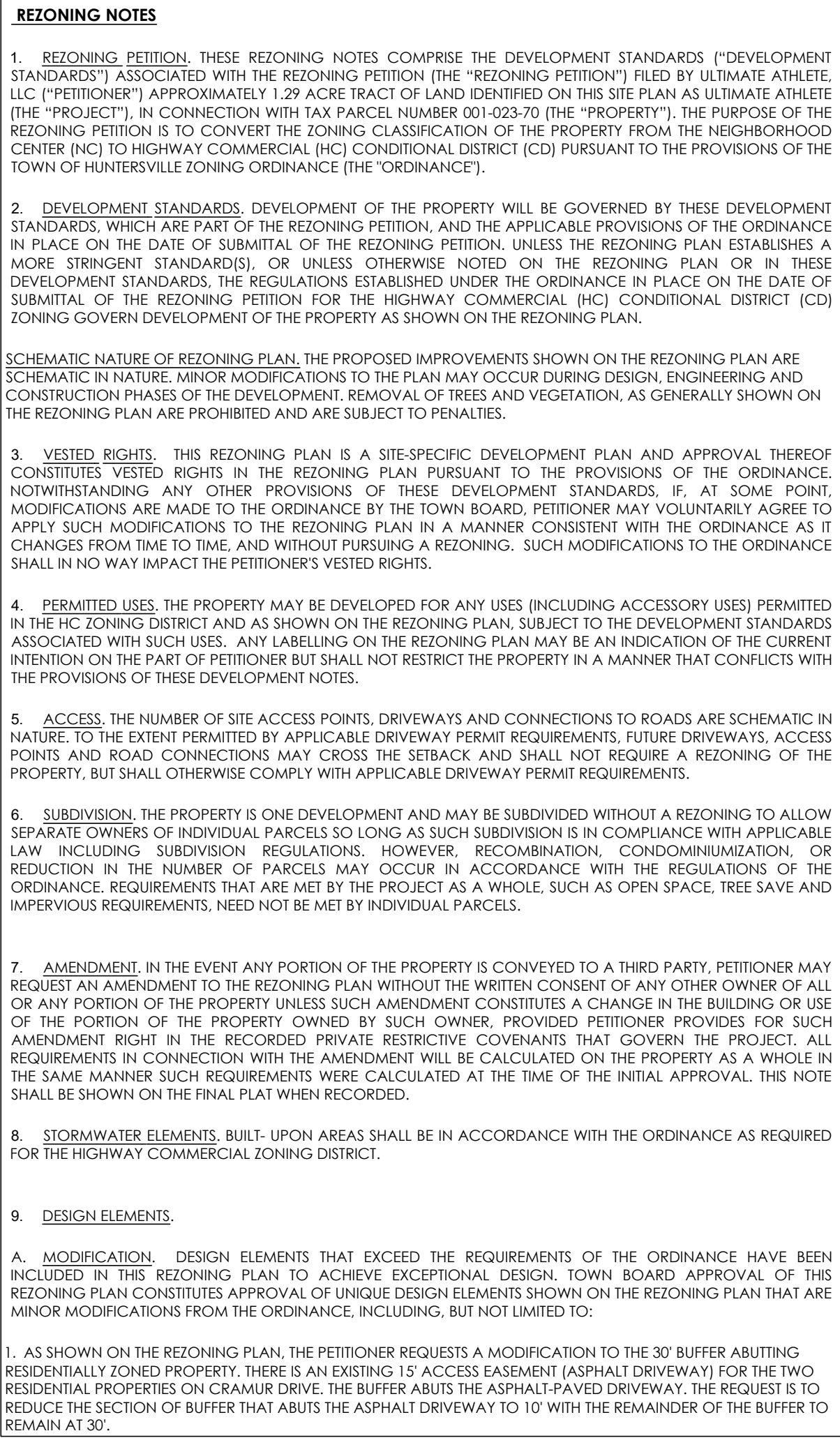
| IMPERVIOUS SUMMARY         |             |         |                          |
|----------------------------|-------------|---------|--------------------------|
| ITEM                       | SQUARE FOOT | ACRES   | PERCENTAGE OF TOTAL SITE |
| TOTAL SITE AREA            | 56,192 SF   | 1.29    | N/A                      |
| EXISTING BUA               | 23,253 SF   | 0.53 AC | 41.38 %                  |
| EXISTING BUA TO BE REMOVED | 3,441 SF    | 0.08 AC | 6.12 %                   |
| EXISTING BUA TO REMAIN     | 19,812 SF   | 0.45 AC | 35.26 %                  |
| PROPOSED PATIO + SHED      | 1,000 SF    | 0.02 AC | 1.78 %                   |
| PROPOSED ADDITIONAL BUA    | 3,205 SF    | 0.07 AC | 5.70 %                   |
| BUA TO BE REDEVELOP        | 460 SF      | 0.01 AC | 0.82 %                   |
| TOTAL IMPERVIOUS           | 23,557 SF   | 0.54 AC | 41.92 %                  |
| TOTAL PERVIOUS             | 32,635 SF   | 0.75 AC | 58.08 %                  |

| EXISTING BUA      |                  |
|-------------------|------------------|
| GRAVEL (SF)       | 1,484.00         |
| ASPHALT (SF)      | 14,743.00        |
| BUILDING (SF)     | 6,680.00         |
| SIDEWALK (SF)     | 346.00           |
| <b>TOTAL (SF)</b> | <b>23,253.00</b> |

| PROPOSED BUA                    |                 |
|---------------------------------|-----------------|
| PATIO(SF)+SHED                  | 1,000.00        |
| SIDEWALK (SF)                   | 460.00          |
| ASPHALT<br>(SHARED<br>EASEMENT) | 2,745.00        |
| <b>TOTAL</b>                    | <b>4,205.00</b> |

|                          |                  |
|--------------------------|------------------|
| <b>BUA TO BE REMOVED</b> |                  |
| GRAVEL (SF)              | 1,484.00         |
| ASPHALT ( BUFFER 10')    | 1,957.00         |
| TOTAL (SF)               | 3,441.00         |
| <b>BUA TO REMAIN</b>     | <b>19,812.00</b> |

|                            |                 |
|----------------------------|-----------------|
| <b>BUA TO BE REDEVELOP</b> |                 |
| ASPHALT (SF)               | 460.00          |
| <b>NEW PROP. BUA</b>       | <b>3,745.00</b> |
| TOTAL IMPERVIOUS           | 23,557.00       |



**CALCULATION MITIGATION PLAN**

TREES REMOVED ( 24" PECAN & 30" PECAN)

TREE SAVE (30%) MITIGATION PLAN (1TREE)  
24" PECAN

TREES REQUIRED = 24" / 2" = 12 TREES  
TREES PROVIDED = 7 TREES + FUND/BANK PAYMENT

5 TREES AT TOTAL COST + INSTALLATION. IF THE PLAN IS APPROVED BY THE TOWN BOARD THE APPLICANT SHALL SUBMIT AN ESTIMATE FROM 3 LANDSCAPERS/NURSERIES FOR COSTS. THE AVERAGE OF THE 3 WILL BE THE TREE BANK AMOUNT DUE PRIOR TO CO ISSUANCE

15901 CRAMUR DR. HUNTERSVILLE, NC 28078

# REZONING SITE PLAN

02/21/2023 EPM COMMENTS  
 03/07/2023 INTERACTIVE COMMENT  
 03/30/2023 EPM COMMENTS

[illegible]

|                 |        |
|-----------------|--------|
| PROJECT NUMBER: | 222102 |
|-----------------|--------|

DATE: 12/20/2022      DRAWN BY: MG

34

|       |    |
|-------|----|
| SHEET | OF |
|-------|----|



GENERAL PLANTING NOTES:

- THIS PLAN FOR PLANTING LOCATIONS ONLY. IF FOUND CONDITIONS VARY FROM THIS, CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO DO SO WILL RESULT IN CONTRACTOR'S LIABILITY TO REPLACE PLANT MATERIALS.
- CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE FOR EXISTING PLANT MATERIAL TO BE REMOVED AND/OR RELOCATED.
- CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE COST OF REPAIR TO ALL DAMAGED UTILITIES.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL PLANT MAINTENANCE, INCLUDING SHRUBS AND GROUND COVER, AND SHALL MAINTAIN AREA IN A WEED AND DEBRIS FREE CONDITION, THROUGHOUT GUARANTEE PERIOD.
- WHERE TREES ARE PLANTED IN ROWS, THEY SHALL BE UNIFORM IN SIZE AND SHAPE.
- SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE JUDGED. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
- PLANTING SIZE DETERMINATION:  
SHADE TREES: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE TOP OF MATURE GROWTH. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "Y" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.  
SHRUBS: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH.
- ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED, FREE OF DISEASE, INSECT EGGS, AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS.
- ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION. ALL ROOT BOUND PLANTS SHALL BE REJECTED.
- GROUPS OF SHRUBS SHALL BE PLACED IN A CONTINUOUS MULCH BED WITH SMOOTH CONTINUOUS LINES. ALL MULCHED BED EDGES SHALL BE CURVILINEAR IN SHAPE FOLLOWING THE CONTOUR OF THE PLANT MASS. TREES LOCATED WITHIN FOUR FEET OF SHRUB BEDS SHALL SHARE SAME MULCH BED.
- CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO BE CLEAR OF DRAINAGE SWALES AND UTILITIES. FINISHED PLANTING BEDS SHALL BE GRADED SO AS TO NOT IMPEDE DRAINAGE AWAY FROM BUILDINGS. IF SIGNIFICANT RELOCATIONS ARE REQUIRED, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH RELOCATIONS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
- ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN. IF CONFLICTS ARISE BETWEEN ACTUAL SIZE OF AREA AND PLANS, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
- ALL SUBSTITUTIONS OF PLANT MATERIAL ARE TO BE REQUESTED IN WRITING TO THE OWNER'S REPRESENTATIVE AND APPROVED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. FAILURE TO OBTAIN SUBSTITUTION APPROVAL IN WRITING MAY RESULT IN LIABILITY TO THE CONTRACTOR.
- ALL CONTRACTORS SHALL BE REQUIRED TO COMPLETELY REMOVE ALL TRASH, DEBRIS AND EXCESS MATERIALS FROM THE WORK AREA AND THE PROPERTY (ESPECIALLY AT ALL CURBS, GUTTERS AND SIDEWALKS) DAILY DURING INSTALLATION.
- CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE IMPROVEMENTS, INCLUDING SEEDING, CONTRACTOR MUST CONTACT THE OWNER AT LEAST TO WORKING DAYS IN ADVANCE TO SCHEDULE ACCEPTANCE INSPECTION(S). CONTRACTOR MUST REPLACE ALL DEAD OR UNACCEPTABLE PLANTS DURING THE FOLLOWING RECOMMENDED PLANTING SEASON.
- ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES WHERE POSSIBLE. CONTACT OWNER'S REPRESENTATIVE FOR A COORDINATED SOLUTION FOR ANY UTILITY CONFLICTS. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES.
- REFER TO PLANTING DETAILS FOR ADDITIONAL PLANTING INFORMATION.
- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES.
- LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM.

SEED/SOD/MULCH:

- TURF AREAS WILL BE SEED OR SODDED WITH REBEL II FESCUE WITH EXCEPTION OF SOD WITHIN THE FLOOR OF STORMWATER MANAGEMENT AND WATER QUALITY BASINS AND FILTERS. SOD WILL BE REQUIRED NEXT TO BUILDING STRUCTURES, DRIVEWAYS ENTRANCES AND AREAS DISTURBED IN THE FRONT SETBACK AS NOTED ON PLAN. LANDSCAPE CONTRACTOR TO SEED ALL OTHER DISTURBED AREAS.
- PINE NEEDLE MULCH IS THE GENERALLY ACCEPTED MULCH FOR THE INITIAL PLANTING. IT IS ALSO ACCEPTABLE TO UTILIZE DOUBLE HAMMERED BARK MULCH FOR GOOD SOIL AND BED MANAGEMENT, FUTURE YEARS, THOUGH, WILL REQUIRE THE PROPERTY TO BE CONVERTED TO PINE NEEDLES.

PLANTING NOTES:

- ALL PERIMETER SCREENING SHRUBS MUST BE NO LESS THAN 36" IN HEIGHT AT PLANTING
- ALL PARKING LOT SHRUBS MUST BE NO LESS THAN 24" IN HEIGHT AT PLANTING

TREE PLANTING NOTES:

- ALL TREES SHALL BE PLANTED PER TOWN OF HUNTERSVILLE STANDARDS AND DETAILS
- ALL STRAPPINGS AND TOP 2/3 OF WIRE BASKET MUST BE CUT AWAY AND REMOVED FROM THE ROOT BALL PRIOR TO BACKFILLING PLANTING PIT.
- LARGE MATURING TREES MAY NOT BE PLANTED WHERE OVERHEAD DISTRIBUTION OR TRANSMISSION LINES EXIST. IF TREES CONFLICT WITH POWER LINES OR SIGNS, CALL THE URBAN FORESTER TO RESOLVE BEFORE PLANTING.
- ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES.
- NEW TREES SHALL BE A MINIMUM 2" CALIPER FOR STREET TREE REQUIREMENTS.
- SEE TREE PRESERVATION NOTES ON GRADING AND EROSION CONTROL SHEETS.
- ALL TREES ARE TO BE NURSERY GROWN, BALL AND BURLAP (B&B) PREFERRED, MINIMUM TREE SIZE IS 2" CALIPER (MEASURED 6" ABOVE ROOT BALL), 8" MINIMUM HEIGHT.
- STAKING IS OPTIONAL. RUBBER HOSE AND ROPE OR WIRE FOR STAKING IS NOT RECOMMENDED. NO WIRE OR ROPE IS TO BE IN DIRECT CONTACT WITH TRUNK. REMOVE ALL TRUNK WRAP, TREE STRAPS, AND STAKING WIRE OR ROPE AFTER ONE GROWING SEASON.
- GUY WIRES ARE NOT PERMITTING IN THE STREET RIGHT-OF-WAY.
- ALL TREES AND SHRUBS SHALL MEET THE NORMAL REQUIREMENTS FOR THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN (A&N).
- NEW AND EXISTING TREES ARE PERMITTED WITHIN SITE TRIANGLE, BUT MUST BE LIMED UP TO 6' HEIGHT CLEARANCE PER ADA REQUIREMENTS.
- SIMILAR CRITERIA FOR TREE PLACEMENT AND PRUNING UP SHOULD BE CONSIDERED AT DRIVEWAY/STREET INTERSECTIONS.
- CONTRACTOR TO MAINTAIN CLEAR LEVEL BETWEEN 30" AND 72" ABOVE STREET. AREA MUST BE TREE OF LIMBS AND FOLIAGE FOR SAFE CROSS VISIBILITY.

TREE PROTECTION NOTES:

PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES DESIGNATED TO BE SAVED IN DEVELOPMENT AREAS PRIOR TO THE START OF DEVELOPMENT ACTIVITIES OR GRADING. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL DEVELOPMENT ACTIVITIES ARE COMPLETE OR CONSTRUCTION IN ACCORDANCE WITH STANDARDS SET FORTH IN THIS SECTION COMMENCES. THE AREA WITHIN THE PROTECTIVE BARRICADE SHALL REMAIN FREE OF ALL BUILDING MATERIALS, DIRT OR OTHER CONSTRUCTION DEBRIS, CONSTRUCTION TRAFFIC, STORAGE OF VEHICLES AND MATERIALS, AND GRADING SHALL NOT TAKE PLACE WITHIN THE DRIPLINE OF THE EXISTING TREES TO BE PROTECTED. BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES ACCORDING TO THE FOLLOWING STANDARDS:

- FOR TREES 10" OR LESS DBH: PROTECTIVE BARRICADES SHALL BE PLACED A MINIMUM DISTANCE OF 5' FROM THE BASE OF EACH PROTECTED TREE, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
- FOR TREES GREATER THAN 10" DBH: PROTECTIVE BARRICADES SHALL BE PLACED AT A MINIMUM DISTANCE EQUAL TO 10' FROM THE BASE OF THE PROTECTED TREE PLUS AN ADDITIONAL 1' FOR EACH ADDITIONAL 1" DBH GREATER THAN 10" DBH, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
- CONSTRUCTION ACCESS TO A SITE SHOULD OCCUR WHERE AN EXISTING OR PROPOSED ENTRANCE/EXIT IS LOCATED.
- EXCEPT FOR DRIVEWAY ACCESS POINTS, SIDEWALKS, CURB AND GUTTER, NO PAVING WITH CONCRETE OR OTHER IMPERVIOUS MATERIALS WITHIN A TREE DRIPLINE SHALL BE ALLOWED.
- WHERE GRADING WITHIN A TREE DRIPLINE CANNOT BE AVOIDED.
- LIMIT CUT AND FILLS TO 1/2 TO 3/4 THE AREA WITHIN THE DRIPLINE.
- AVOID CUT AND FILL AROUND ENTIRE CIRCUMFERENCE OF TRUNK.
- WHERE GRADING LEAVES ROOTS EXPOSED, EXPOSED ROOTS CLEAN.
- AVOID FILLING WITHIN THE DRIPLINE OF A TREE WITHOUT SOME MECHANISM TO ALLOW AIR AND WATER TO REACH THE ROOTS.

IRRIGATION NOTES:

- COORDINATE PLANT INSTALLATION WITH IRRIGATION CONSTRUCTION. IRRIGATION PIPES, VALVES, CONTROLLER, SLEEVES AND HEADS SHALL NOT INTERFERE WITH PLANT ROOT BALLS OR CAUSE DAMAGE TO ANY PLANTS.
- CONTRACTOR TO SUBMIT IRRIGATION PLANS TO HENSONFOLEY FOR APPROVAL. IRRIGATION PLANS TO INCLUDE A COMPLETE SEPARATION OF TURF AND SHRUB ZONES, LOCATION AND SIZES OF ALL HEADS AND VALVES, LOCATION AND SIZES OF ALL IRRIGATION SLEEVES, CONTROLLER SIZE AND LOCATION, MANUFACTURE SPECIFIED AND SYSTEM OPERATING PRESSURE.
- CONTRACTOR SHALL LAMINATE A SEASONAL RUN TIME SCHEDULE FOR EACH IRRIGATION ZONE AND MOUNT INSIDE IRRIGATION CONTROLLER FOR OWNER/MAINTENANCE PERSONAL FUTURE REFERENCE. SCHEDULE SHOULD PROVIDE A MIN. 4" TURF COVERAGE AND 2" SHRUB COVERAGE
- CONTRACTOR SHALL ADJUST ALL HEADS IN FIELD TO INSURE MAXIMUM COVERAGE, ELIMINATE OVERTHROW ONTO PAVED AREAS, BUILDING AND WALL SURFACES. LOCATE HEADS 3' CLEAR OF ALL HARDSCAPE SURFACES.
- ALL VALVES SHALL BE REMOTE AUTOMATIC VALVES MOUNTED IN SUBSURFACE VALVE BOX.
- CONTRACTOR SHALL VERIFY THAT ALL PERTINENT LOCAL AND STATE CODES ARE BEING OBSERVED.
- CONTRACTOR TO PROVIDE A FULL 1 YEAR GUARANTEE ON ALL IRRIGATION EQUIPMENT AND WORKMANSHIP.
- CONTRACTOR SHALL PROVIDE SYSTEM CONTROLLER WITH MANUAL OVERRIDE AND LOCATE IT WITHIN THE BUILDING ON THE BACK WALL OF THE RECEIVING AREA.

IRRIGATION SLEEVING NOTES:

- GENERAL CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISH GRADE OF THE TOP OF PAVEMENT.
- CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELED" TO 2'-0" ABOVE FINISH GRADE AND CAPPED.
- CONTRACTOR SHALL FURNISH THE IRRIGATION DESIGNER WITH AN "AS-BUILT" DRAWING SHOWING ALL SLEEVES AND THE RESPECTIVE DEPTHS BELOW THE FINISH GRADE AND/OR PAVEMENT.
- EXTEND ALL SLEEVES TO 2'-0" BEYOND THE EDGE OF ALL PAVEMENT.
- ADD 4" DIAMETER SLEEVES TO ALL ISOLATED PLANTING AREAS NOT SHOWN ON THIS DRAWING, OR UNDER PAVEMENT, ADDED AFTER THIS PLAN WAS COMPLETED.
- ALL SLEEVES SHALL BE SCHEDULED 40 PVC.

INSTALLATION GUARANTEE REQUIRED

- A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED PRIOR TO THE INSTALLATION OF TREES AND SHRUBS, EXCLUDING YARD TREES, DURING THE NON-PLANTING SEASON IF A CASH BOND, SURETY BOND OR LETTER OF CREDIT IS ISSUED FOR 120% OF THE COST OF MATERIALS AND INSTALLATION. PLANTING SHALL BE COMPLETED DURING THE NEXT PLANTING SEASON.
- THE PLANTING SEASON SHALL RUN FROM OCTOBER 15 TO MARCH 15, EXCEPT FOR EXTREME WEATHER CONDITIONS AS DETERMINED BY STAFF. A FINAL CERTIFICATE OF OCCUPANCY SHALL NOT BE GIVEN DURING THE PLANTING SEASON UNLESS ALL OF THE LANDSCAPING IS COMPLETELY INSTALLED ACCORDING TO THIS ARTICLE.

MAINTENANCE SURETY REQUIRED

- DEVELOPERS SHALL ENTER INTO A MAINTENANCE SURETY AGREEMENT WITH MECKLENBURG COUNTY GUARANTEEING THE VIABILITY OF STREET TREES AND TREES AND SHRUBS PLANTED IN BUFFER YARDS FOR A PERIOD OF 1 YEAR FOLLOWING PLANTING. THE AMOUNT OF THE SURETY SHALL BE EQUAL TO 50% OF THE VALUE OF THE NEW TREES OR LANDSCAPE MATERIAL AND THEIR INSTALLATION. THE MAINTENANCE SURETY SHALL BE PROVIDED WHEN ALL OF THE REQUIRED TREES AND SHRUBS HAVE BEEN PLANTED.

1.1 PLANTING SOIL MIX

- MIX TOPSOIL WITH THE FOLLOWING SOIL AMENDMENTS IN THE FOLLOWING QUANTITIES:

- WEIGHT OF LIME PER 1000 SQ. FT
- RATIO OF LOOSE COMPOST TO TOPSOIL BY VOLUME: 1:4
- RATIO OF LOOSE WOOD DERIVATIVES TO TOPSOIL BY VOLUME:
- WEIGHT OF BONEMEAL PER 1000 SQ. FT.
- WEIGHT OF COMMERCIAL FERTILIZER PER 1000 SQ. FT.
- WEIGHT OF SLOW-RELEASE FERTILIZER PER 1000 SQ. FT.

SOIL TEST PROVIDED BY CONTRACTOR REQUIRED FOR TOPSOIL MIX.

PLANT LIST

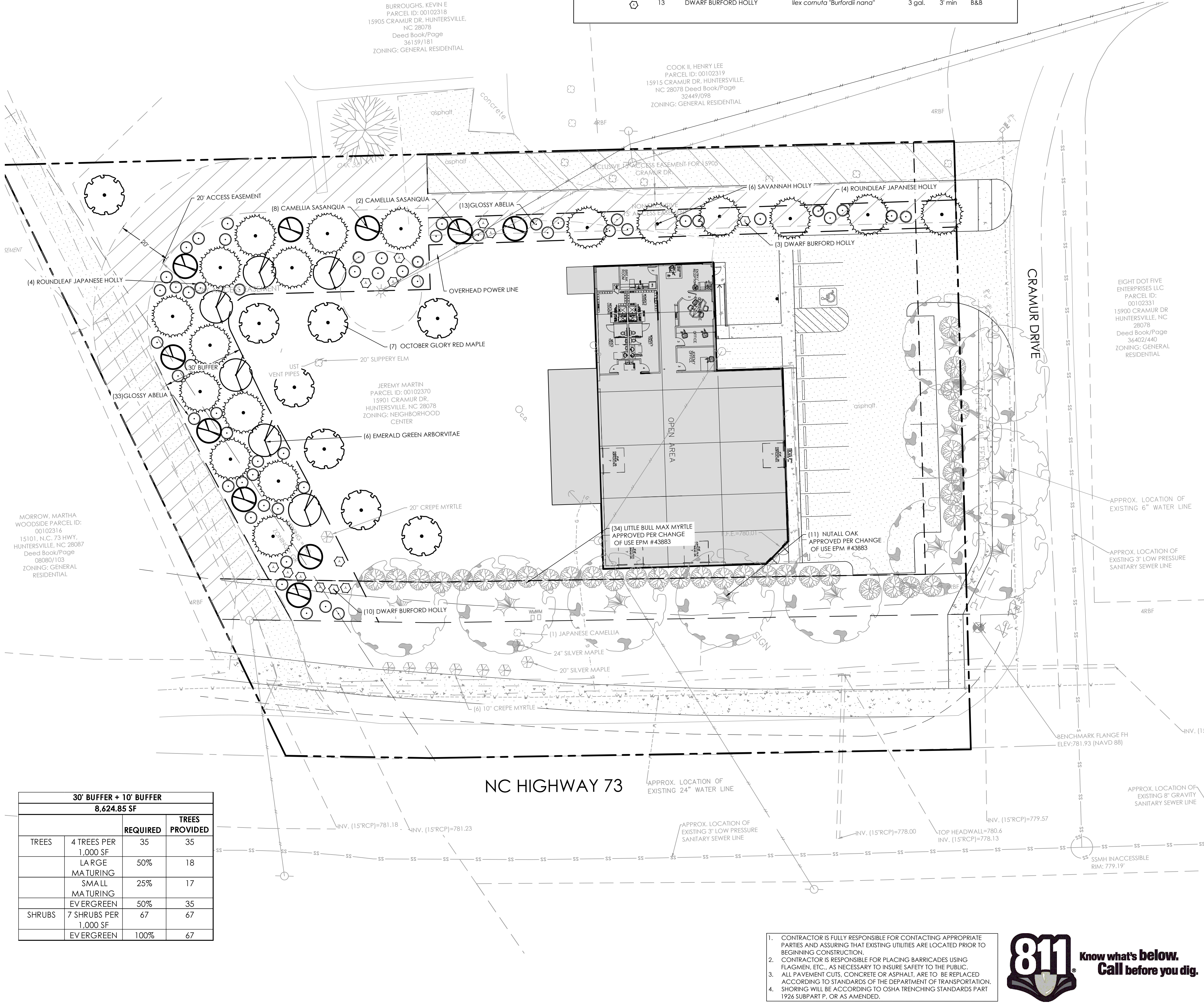
| LARGE MATURING TREES |  | QTY | COMMON NAME             | SCIENTIFIC NAME               | SIZE     | HEIGHT | CONDITION | COMMENTS         |
|----------------------|--|-----|-------------------------|-------------------------------|----------|--------|-----------|------------------|
|                      |  | 3   | NUTTALL OAK             | Quercus Nuttallii             | 2.5" cal | 8' min | B&B       | 6' CLEAR TRUNK   |
|                      |  | 8   | NUTTALL OAK             | Quercus Nuttallii             | 2.5" cal | 8' min | B&B       | ROW PLANTINGS    |
|                      |  | 7   | OCTOBER GLORY RED MAPLE | Acer rubrum                   | 2" cal   | 8' min | B&B       | MITIGATION PLAN  |
| SHRUBS               |  | 34  | LITTLE BULL MAX MYRTLE  | Myrica Cerifera 'little bull' | 3 gal.   | 3' min | B&B       | 8' OC ACCEPTABLE |

BURROUGHS, KEVIN E  
PARCEL ID: 00102318  
15905 CRAMUR DR., HUNTERSVILLE, NC 28078  
Deed Book/Page 36159/181  
ZONING: GENERAL RESIDENTIAL

BUFFER PLANT LIST

| LARGE MATURING TREES |  | QTY | COMMON NAME              | SCIENTIFIC NAME                    | SIZE     | HEIGHT | CONDITION |
|----------------------|--|-----|--------------------------|------------------------------------|----------|--------|-----------|
|                      |  | 18  | SAVANNAH HOLLY           | Ilex X attenuata                   | 2.5" cal | 8' min | B&B       |
| SMALL MATURING TREES |  | 6   | EMERALD GREEN ARBOVITAE  | Thuja occidentalis "emerald green" | 1.5" cal | 8' min | B&B       |
|                      |  | 10  | CAMELLIA SASANQUA        | Quercus Nuttallii                  | 1.5" cal | 8' min | B&B       |
| SHRUBS               |  | 46  | GLOSSY ABELIA            | Abelia Grandiflora                 | 3 gal.   | 3' min | B&B       |
|                      |  | 8   | ROUNDLEAF JAPANESE HOLLY | Ilex crenata "Rotundifolia"        | 3 gal.   | 3' min | B&B       |
|                      |  | 13  | DWARF BURFORD HOLLY      | Ilex cornuta "Burfordi nana"       | 3 gal.   | 3' min | B&B       |

COOK II, HENRY LEE  
PARCEL ID: 00102317  
15915 CRAMUR DR., HUNTERSVILLE, NC 28078  
Deed Book/Page 32449/098  
ZONING: GENERAL RESIDENTIAL



**HensonFoley**  
Landscape Architecture | Civil Engineering  
121 Gilead, Huntersville, NC 28078  
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com  
NC ENGINEERING BOARD LICENSE #: C-9781  
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

North Arrow  
GRAPHIC SCALE 1"=20 FT.  
Professional Seal: HENSONFOLEY, HENRY LEE, 00102318, 12/20/2022, LANDSCAPE ARCHITECTURE

**ULTIMATE ATHLETE FITNESS CENTER**  
PARCEL ID 00102370  
15901 CRAMUR DR., HUNTERSVILLE, NC 28078  
**LANDSCAPE PLAN**

| REVISIONS: |              |
|------------|--------------|
| 02/21/2023 | EPM COMMENTS |
| 03/30/2023 | EPM COMMENTS |
|            |              |
|            |              |
|            |              |
|            |              |
|            |              |
|            |              |
|            |              |
|            |              |

C08 - LANDSCAPE.DWG  
PROJECT NUMBER: 222102  
DATE: 12/20/2022 DRAWN BY: MG  
SHEET 4 OF 4



# Community Meeting Notices

|                     |                                   |
|---------------------|-----------------------------------|
| <b>Project Name</b> | ULTIMATE ATHLETE FITNESS REZONING |
|---------------------|-----------------------------------|

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be submitted to the Planning Department and incorporated into the application for this project.

**The following persons and organizations were sent notices of the community meeting (first and last name or business name only):**

| First and Last Name              | Parcel ID   | Date Sent | Method Sent | Reason Sent                                                    |
|----------------------------------|-------------|-----------|-------------|----------------------------------------------------------------|
| KEVIN E BURROUGHS                | 00102318    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| HENRY LEE COOK II                | 00102319    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| MARK H CRONQUIST                 | 00102315    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| ENERGYUNITED ELECTRIC            | 00902201    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| CHRISTOPHER H HOLCOMBE           | 00938114    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| JDSI LLC                         | 00102316    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| JOE R III KLUTTZ                 | 00102314    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| MARTIN FAMILY OF 4 LLC           | 00102370    | 3/8/2023  | USPS        | Property Owner (SO 6.320.3(a))                                 |
| SANA NASRALLA                    | 00102320    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| NEST HOMES OF THE CAROLINAS LLC  | 00102331-32 | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| NINE THIRTEEN HOLDINGS LLC       | 00102372    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| JEREL A REAVIS                   | 00102365    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| SOUTHCRAFT BUILDERS INC          | 00102371    | 3/8/2023  | USPS        | Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))     |
| GILEAD RIDGE HOMEOWNERS ASSOC    |             | 3/9/2023  | USPS        | Neighborhood association, property woner association, and home |
| GILEAD RIDGE HOMEOWNERS ASSOC    |             | 3/9/2023  | USPS        | Neighborhood association, property woner association, and home |
| OKOUT POINT OWNERS ASSOCIATION I |             | 3/9/2023  | USPS        | Neighborhood association, property woner association, and home |
| Jesse James                      |             | 3/8/2023  | Email       |                                                                |
| Planning Board Members           |             | 3/8/2023  | Email       |                                                                |
| Town Board Members               |             | 3/8/2023  | Email       |                                                                |

# Community Meeting Attendance Log

|                      |                                        |
|----------------------|----------------------------------------|
| Project Name:        | Ultimate Athlete Fitness Rezoning      |
| Location of Meeting: | 15901 Cramur Dr, Huntersville NC 28078 |
| Date:                | March 21st 2023                        |
| Time:                | 6:00 PM                                |

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

**For the record of attendance, please list your first and last name:**

|    |                 |    |  |
|----|-----------------|----|--|
| 1  | Maria Garver    | 26 |  |
| 2  | Dan Boone       | 27 |  |
| 3  | Frank Gammon    | 28 |  |
| 4  | John Swope      | 29 |  |
| 5  | Rene Swope      | 30 |  |
| 6  | Jeremy Martin   | 31 |  |
| 7  | Erica Cook      | 32 |  |
| 8  | Mara Malakoff   | 33 |  |
| 9  | Kevin Burroughs | 34 |  |
| 10 | Henry Cook      | 35 |  |
| 11 | Hank Cook       | 36 |  |
| 12 | Jesse James     | 37 |  |
| 13 |                 | 38 |  |
| 14 |                 | 39 |  |
| 15 |                 | 40 |  |
| 16 |                 | 41 |  |
| 17 |                 | 42 |  |
| 18 |                 | 43 |  |
| 19 |                 | 44 |  |
| 20 |                 | 45 |  |
| 21 |                 | 46 |  |
| 22 |                 | 47 |  |
| 23 |                 | 48 |  |
| 24 |                 | 49 |  |
| 25 |                 | 50 |  |



**Community meeting report**  
**Ultimate Athlete Fitness Rezoning**  
**EPM#445995**

This community meeting report is being filed with the Town of Huntersville to allow an outdoor recreation center following the town of Huntersville Zoning Ordinance.

**COMMUNITY MEETING ATTENDANCE AND LOCATION:**

The meeting was held on Tuesday, March 21<sup>st</sup>, 2023 6:00 pm at 15901 CRAMUR DR HUNTERSVILLE NC 28078 (Ultimate Athlete Fitness). The petitioner (Jeremy Martin) was represented by Maria Garver – HensonFoley. The attendance for the community meeting was represented by Neighbors (John Swope, Renee Swope, Erica Cook, Mara Malakoff, Keving Burroughs, Henry Cook, and Hank Cook), Jesse James (Planning Staff), Frank Gammon (planning board), Dan Boone (Town Board).

**SUMMARY OF PRESENTATION/DISCUSSION:**

The petitioner's representative, Maria Garver welcomed the attendees and prepared the presentation to discuss rezoning and the overall project. Jeremy Martin started the presentation with an explanation of the purpose of his rezoning (rezone approximately 1.29 acres to allow the development of an indoor and outdoor recreation - Ultimate Athlete Fitness).

During his presentation, the neighbors were supportive of the idea of outdoor recreation, they asked about how wide the Buffer would be, Maria answered 30' Buffer with a modification that we are seeking to reduce from 30' to 10' on the 15' exclusive easement, only modification on the size of the buffer on that part due to the 15' exclusive access easement (mix of shrubs and trees for a full buffer). Kevin, owner of the 15' exclusive easement located at 15905 CRAMUR DR HUNTERSVILLE NC 28078 asked if after the rezoning plans are approved, he must go and record the easement due to the prop. Buffer. Maria answered that she was going to talk to Jeremy and his attorney regarding this matter.

Frank Gammon, asked about the hours of operation of the Gym. Jeremy answered that the hours of operations will be Mon-Friday 6 am to 7 pm and Saturday morning. Outdoor recreation during the day and when the weather allows.

Erika Cook asked if Jeremy was planning on adding outside lighting, and he answered no. No additions to outside lighting. She also asked about what kind of trees the buffer would have. Maria answered that the buffer would have 100% evergreen for a fully visual screening all year around.

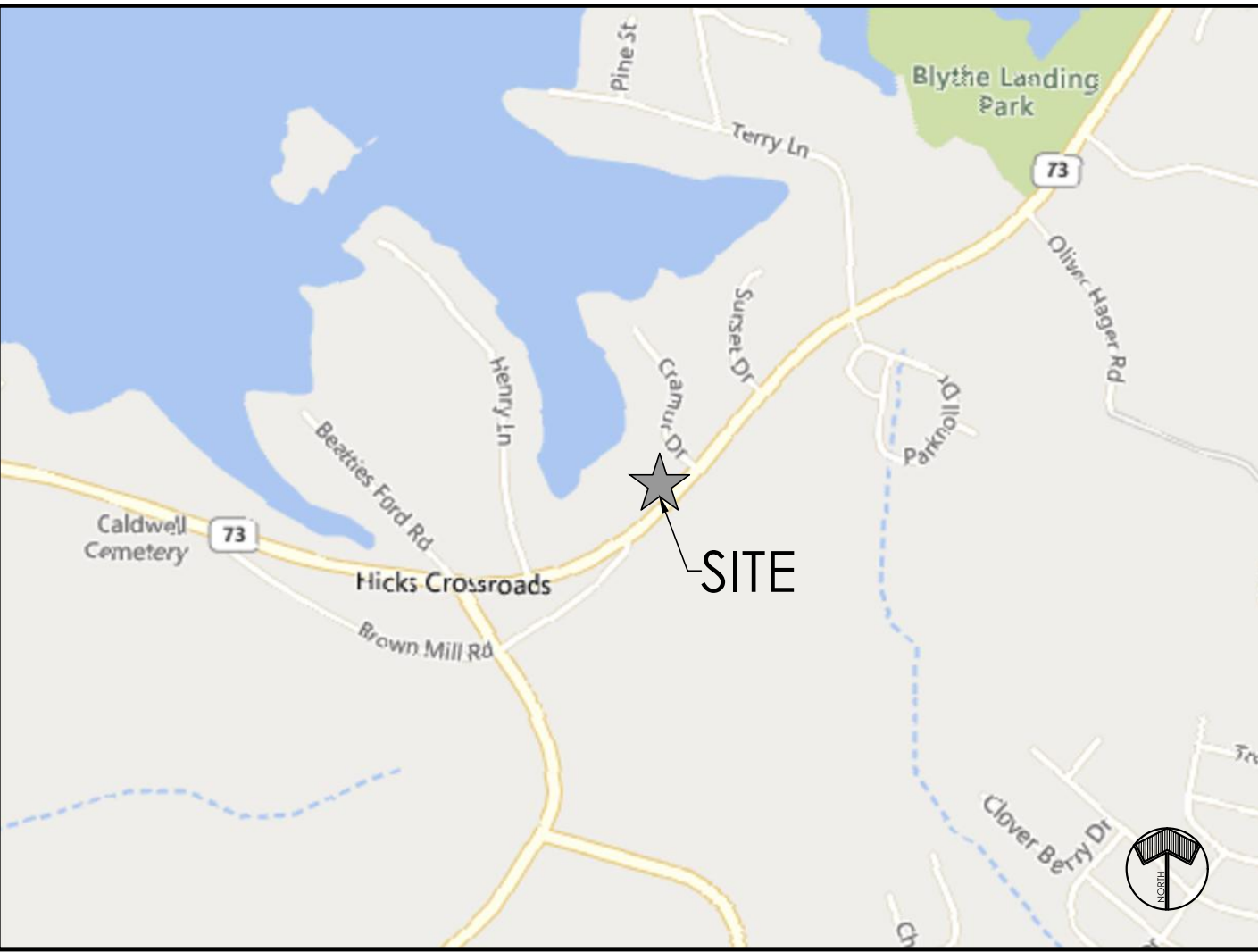
Maria and Jeremy walked along the site with Kevin and Erika talking about the 15' access easement.

Maria asked if anyone had more questions, and the community agreed that they didn't have more questions. The meeting ended at 7:20 pm

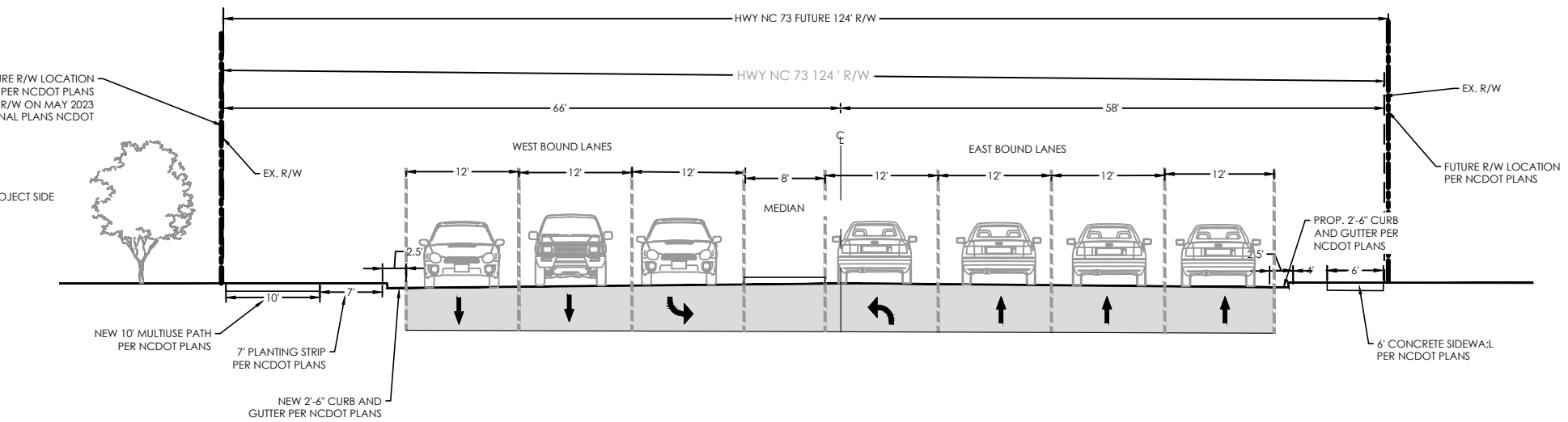
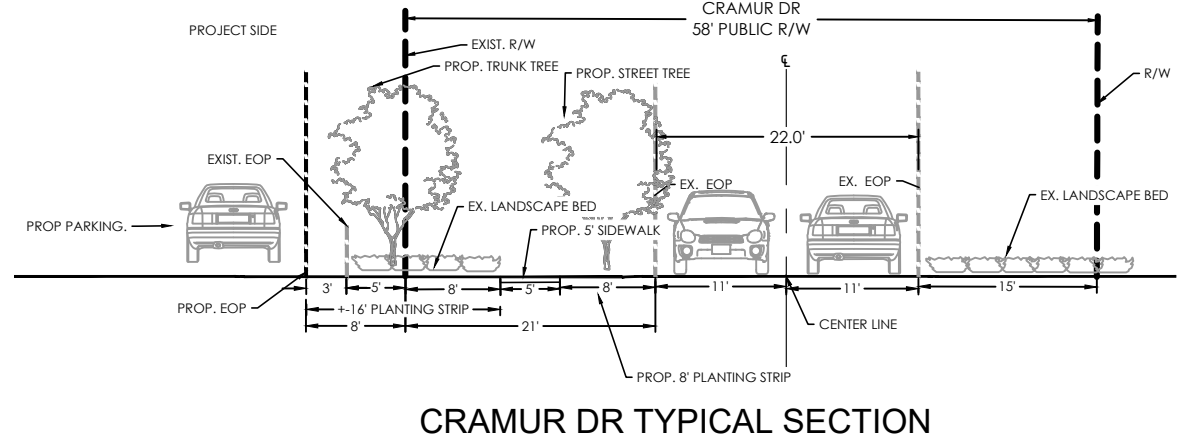
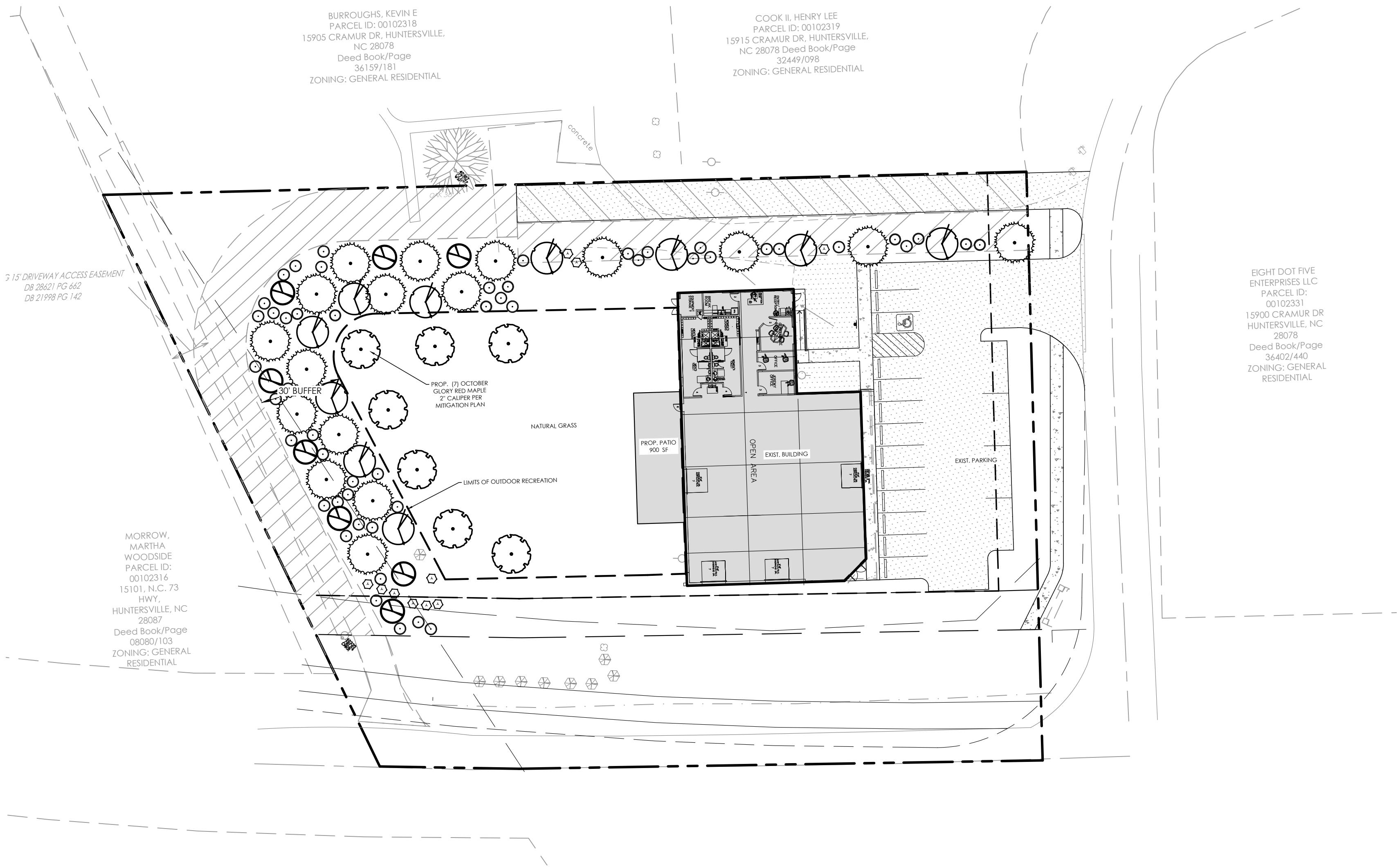
| Sheet List Table |                              |
|------------------|------------------------------|
| Sheet Number     | Sheet Title                  |
| 1                | COVER                        |
| 2                | SURVEY & EXISTING CONDITIONS |
| 3                | REZONING SITE PLAN           |
| 4                | LANDSCAPE PLAN               |

PURPOSE:  
TO REZONE EXISTING FITNESS CENTER TO HIGHWAY  
COMMERCIAL (HC-CD) IN ORDER TO ALLOW AN  
OUTDOOR RECREATION FITNESS

REZONING PACKAGE  
PROPOSED  
ULTIMATE ATHLETE FITNESS CENTER  
HUNTERSVILLE, MECKLENBURG, NC  
PREVIOUS CHANGE OF USE EPM #438883  
EPM # 445995



VICINITY MAP  
SCALE: N.T.S.



DEVELOPER/OWNER:  
JEREMY MARTIN  
6426 JIM KIDD ROAD  
HUNTERSVILLE, NC 28078  
PH: (704)-577-1402  
E-MAIL: JMARTIN@ULTATLETHE.COM

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



ULTIMATE ATHLETE FITNESS CENTER

PARCEL ID 00102370  
15901 CRAMUR DR, HUNTERSVILLE, NC 28078

COVER

REVISIONS:

02/21/2023 EPM COMMENTS

C01 - COVER.DWG

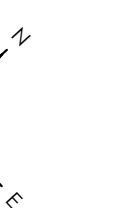
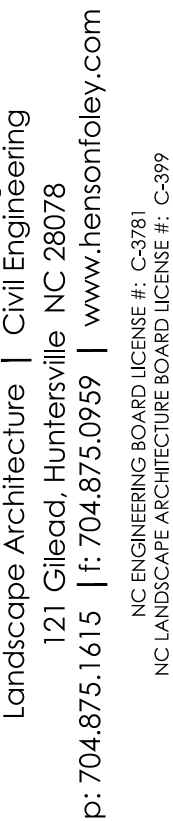
PROJECT NUMBER: 222102

DATE: 12/20/2022 DRAWN BY: MG

SHEET 1 OF 4



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



## PARCEL ID 00102370

15901 CRAMUR DR, HUNTERSVILLE, NC 28078

## 02/21/2023 EPM COMMENTS

[illegible]

PROJECT NUMBER: 222102

DATE: 12/20/2022      DRAWN BY: MC

SHEET 2 OF 4





| SITE DATA TABLE                                                                             |                                                |
|---------------------------------------------------------------------------------------------|------------------------------------------------|
| PARCEL ID                                                                                   | # 00102370                                     |
| LOCATION                                                                                    | 15901 CRAMUR DR HUNTERSVILLE NC 28078          |
| JURISDICTION                                                                                | HUNTERSVILLE                                   |
| OWNER                                                                                       | JEREMY MARTIN                                  |
|                                                                                             | 15901 CRAMUR DR                                |
|                                                                                             | HUNTERSVILLE NC 28078                          |
| EXISTING ZONING                                                                             | NC                                             |
| PROPOSED ZONING                                                                             | (HC-CD)                                        |
| TOTAL PARCEL AREA                                                                           | 1.290 AC                                       |
| EXISTING BUILDING USE                                                                       | FITNESS CENTER (INDOOR RECREATION)             |
| PROPOSED BUILDING USE                                                                       | FITNESS CENTER (INDOOR AND OUTDOOR RECREATION) |
| MIN. FRONT / STREET SETBACK                                                                 | 15'                                            |
| MIN. SIDE SETBACK                                                                           | -                                              |
| MIN. REAR SETBACK                                                                           | -                                              |
| BUILDING                                                                                    | HEIGHT 14' - FLOOR AREA - 6,121 SF             |
| PARKING SPACES REQUIRED                                                                     | 1/500 SF =6,121 SF/500= 12.2 = 13 SPACES       |
| PARKING SPACES PROVIDED                                                                     | 17 SPACES (1 ADA)                              |
| REQUIRED TREE SAVE                                                                          | 30% SPECIMEN TREES                             |
| MITIGATION PLAN OF TREES ALREADY REMOVED                                                    | 7 TREES 2" CALIPER + FINE                      |
| FEMA MAP NUMBER                                                                             | 3710462100K                                    |
| FEMA MAP DATE                                                                               | 09/02/2015                                     |
| SOIL TYPES                                                                                  | CeB2 (100%)                                    |
| BUFFER REQUIREMENTS                                                                         | MINIMUM 30' BUFFER                             |
|                                                                                             | 30' BUFFER ADJACENT TO RESIDENTIAL USE         |
| ALTERATIONS TO THE CONDITIONAL PLAN ARE SUBJECT TO SECTION 4.207 (ALTERATIONS TO APPROVALS) |                                                |
| ALL ARCHITECTURAL DESIGN STANDARDS SHALL APPLY                                              |                                                |
| SITE LIGHTING BY OTHERS & SHALL COMPLY WITH LAND DEVELOPMENT STANDARDS                      |                                                |
| PROJECT TO BE DEVELOPED IN ONE (1) PHASE                                                    |                                                |

- REZONING NOTES**
- REZONING PETITION.** THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS ("DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "PETITIONER") FILED BY ULTIMATE ATHLETE, LLC ("PETITIONER") APPROXIMATELY 1.29 ACRE TRACT OF LAND IDENTIFIED ON THIS SITE PLAN AS ULTIMATE ATHLETE (THE "PROJECT"), IN CONNECTION WITH TAX PARCEL NUMBER 001-023-70 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO CONVERT THE ZONING CLASSIFICATION OF THE PROPERTY FROM THE NEIGHBORHOOD CENTER (NC) TO HIGHWAY COMMERCIAL (HC) CONDITIONAL DISTRICT (CD) PURSUANT TO THE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE").
  - DEVELOPMENT STANDARDS.** DEVELOPMENT OF THE PROPERTY WILL BE GOVERNED BY THESE DEVELOPMENT STANDARDS, WHICH ARE PART OF THE REZONING PETITION, AND THE APPLICABLE PROVISIONS OF THE ORDINANCE IN PLACE ON THE DATE OF SUBMITTAL OF THE REZONING PETITION, UNLESS THE REZONING PLAN ESTABLISHES A MORE STRINGENT STANDARD, OR UNLESS OTHERWISE NOTED ON THE REZONING PLAN, OR IN THESE DEVELOPMENT STANDARDS. THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE DATE OF SUBMITTAL OF THE REZONING PETITION FOR THE HIGHWAY COMMERCIAL (HC) CONDITIONAL DISTRICT (CD) ZONING GOVERN DEVELOPMENT OF THE PROPERTY AS SHOWN ON THE REZONING PLAN.
  - SCHEMATIC NATURE OF REZONING PLAN.** THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. MINOR MODIFICATIONS TO THE PLAN MAY OCCUR DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT. REMOVAL OF TREES AND VEGETATION, AS GENERALLY SHOWN ON THE REZONING PLAN, ARE PROHIBITED AND ARE SUBJECT TO PENALTIES.
  - VESTED RIGHTS.** THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING, ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS.
  - PERMITTED USES.** THE PROPERTY MAY BE DEVELOPED FOR ANY USES (INCLUDING ACCESSORY USES) PERMITTED IN THE HC ZONING DISTRICT AND AS SHOWN ON THE REZONING PLAN, SUBJECT TO THE DEVELOPMENT STANDARDS ASSOCIATED WITH SUCH USES. ANY LABELLING ON THE REZONING PLAN MAY BE AN INDICATION OF THE CURRENT INTENTION ON THE PART OF PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES.
  - ACCESS.** THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE, TO THE EXTENT PERMITTED BY APPLICABLE DRIVEWAY PERMIT REQUIREMENTS, FUTURE DRIVEWAYS, ACCESS POINTS AND ROAD CONNECTIONS MAY CROSS THE SETBACK AND SHALL NOT REQUIRE A REZONING OF THE PROPERTY, BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS.
  - SUBDIVISION.** THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION IS IN COMPLIANCE WITH APPLICABLE LAW, INCLUDING SUBDIVISION REGULATIONS, HOWEVER, RECOMBINATION, CONDOMINIUMIZATION, OR REDUCTION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE. REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS.
  - AMENDMENT.** IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN WITHOUT THE WRITTEN CONSENT OF ANY OTHER OWNER OF ALL OR ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT CONSTITUTES A CHANGE IN THE BUILDING OR USE OF THE PORTION OF THE PROPERTY OWNED BY SUCH OWNER, PROVIDED PETITIONER PROVIDES FOR SUCH AMENDMENT RIGHT IN THE RECORDED PRIVATE RESTRICTIVE COVENANTS THAT GOVERN THE PROJECT. ALL REQUIREMENTS IN CONNECTION WITH THE AMENDMENT WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL. THIS NOTE SHALL BE SHOWN ON THE FINAL PLAT WHEN RECORDED.
  - STORMWATER ELEMENTS.** BUILT-UPON AREAS SHALL BE IN ACCORDANCE WITH THE ORDINANCE AS REQUIRED FOR THE HIGHWAY COMMERCIAL ZONING DISTRICT.
  - DESIGN ELEMENTS.**
    - MODIFICATION.** DESIGN ELEMENTS THAT EXCEED THE REQUIREMENTS OF THE ORDINANCE HAVE BEEN INCLUDED IN THIS REZONING PLAN TO ACHIEVE EXCEPTIONAL DESIGN. TOWN BOARD APPROVAL OF THIS REZONING PLAN CONSTITUTES APPROVAL OF UNIQUE DESIGN ELEMENTS SHOWN ON THE REZONING PLAN THAT ARE MINOR MODIFICATIONS FROM THE ORDINANCE, INCLUDING, BUT NOT LIMITED TO:
      - AS SHOWN ON THE REZONING PLAN, THE PETITIONER REQUESTS A MODIFICATION TO THE 30' BUFFER ABUTTING RESIDENTIALLY ZONED PROPERTY. THERE IS AN EXISTING 15' ACCESS EASEMENT (ASPHALT DRIVEWAY) FOR THE TWO RESIDENTIAL PROPERTIES ON CRAMUR DRIVE. THE BUFFER ABUTS THE ASPHALT-PAVED DRIVEWAY. THE REQUEST IS TO REDUCE THE SECTION OF BUFFER THAT ABUTS THE ASPHALT DRIVEWAY TO 10' WITH THE REMAINDER OF THE BUFFER TO REMAIN AT 30'.

| NOTES:                                                                                               |
|------------------------------------------------------------------------------------------------------|
| CALCULATION MITIGATION PLAN                                                                          |
| TREES REMOVED (24" PECAN & 30" PECAN)                                                                |
| TREE SAVE (30%) MITIGATION PLAN (1 TREE)<br>24" PECAN                                                |
| TREES REQUIRED = 24" / 2" = 12 TREES<br>TREES PROVIDED = 7 TREES + FINE<br>FINE= 5 X \$500 = \$2,500 |

| PCSO SUMMARY                                          |                                  |
|-------------------------------------------------------|----------------------------------|
| Original Parcel ID Number(s):                         | 102370                           |
| Development Type:                                     | Commercial                       |
| Subject to PCSO? Y/N                                  | N                                |
| If NO, why?                                           | Below BUA/Disturbance Thresholds |
| Watershed:                                            | Huntersville PC District         |
| Disturbed Area (ac):                                  | 0.98                             |
| Site Area (ac):                                       | 1.29                             |
|                                                       | DA#1 DA#2                        |
| Total on-site Drainage Area (ac):                     | 1.29                             |
| Existing Built-upon-area (SF) (Before June 30, 2007): | 23,253                           |
| Remaining Acreage:                                    | 0.75                             |
| Proposed New BUA (SF):                                | 3,645                            |
| Proposed % BUA:                                       | 10.02%                           |
| Density (High / Low)                                  | Low                              |
| Total Post-Project BUA for site:                      | 23,457                           |
| Development or Redevelopment?                         | Redevelopment                    |
| Natural Area Required (ac):                           | N/A                              |
| Natural Area provided, total (ac):                    | N/A                              |
| Undisturbed Treed Natural Area Preserved (ac):        | N/A                              |
| Total stream buffer protected on-site (ac):           |                                  |
| Transit Station Area? Y/N                             | N                                |
| Distressed Business District? Y/N                     | N                                |
| Mitigation Type (if applicable)                       | N/A                              |
| Natural Area mitigation? Y/N                          | N                                |
| Buffer Mitigation? Y/N                                | N                                |
| Total Phosphorous Mitigation? Y/N                     | N                                |

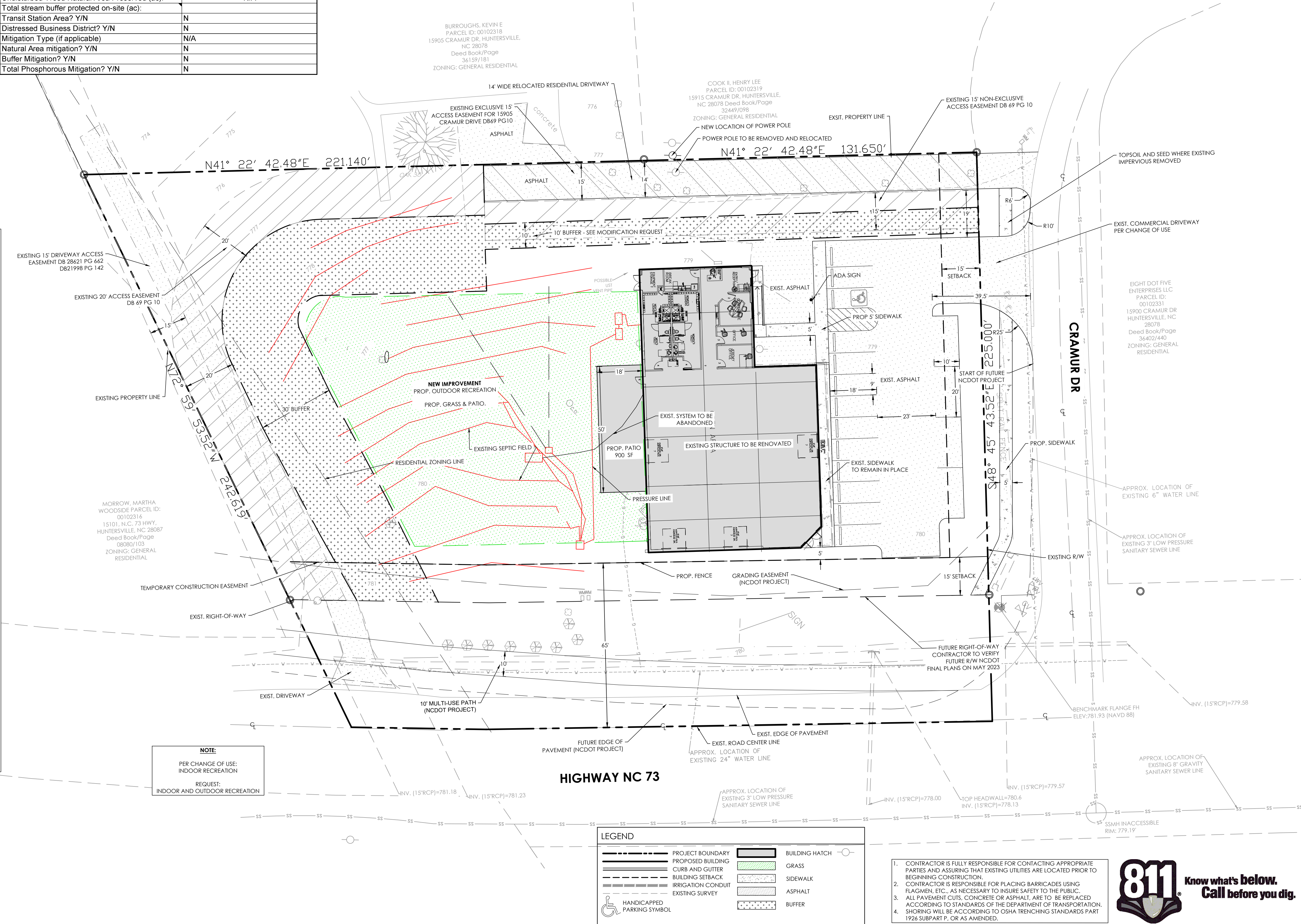
| IMPERVIOUS SUMMARY         |             |         |                          |
|----------------------------|-------------|---------|--------------------------|
| ITEM                       | SQUARE FOOT | ACRES   | PERCENTAGE OF TOTAL SITE |
| TOTAL SITE AREA            | 56,192 SF   | 1.29    | N/A                      |
| EXISTING BUA               | 23,253 SF   | 0.53 AC | 41.38 %                  |
| EXISTING BUA TO BE REMOVED | 3,441 SF    | 0.08 AC | 6.12 %                   |
| EXISTING BUA TO REMAIN     | 19,812 SF   | 0.45 AC | 35.26 %                  |
| PROPOSED PATIO             | 900 SF      | 0.02 AC | 1.60 %                   |
| PROPOSED ADDITIONAL BUA    | 3,205 SF    | 0.07 AC | 5.70 %                   |
| BUA TO BE REDEVELOP        | 460 SF      | 0.01 AC | 0.82 %                   |
| TOTAL IMPERVIOUS           | 23,457 SF   | 0.54 AC | 41.74 %                  |
| TOTAL PERVIOUS             | 32,735 SF   | 0.75 AC | 58.26 %                  |

| EXISTING BUA  |           |
|---------------|-----------|
| GRAVEL (SF)   | 1,484.00  |
| ASPHALT (SF)  | 14,743.00 |
| BUILDING (SF) | 6,680.00  |
| SIDEWALK (SF) | 346.00    |
| TOTAL (SF)    | 23,253.00 |

| BUA TO BE REMOVED     |           |
|-----------------------|-----------|
| GRAVEL (SF)           | 1,484.00  |
| ASPHALT ( BUFFER 10') | 1,957.00  |
| TOTAL (SF)            | 3,441.00  |
| BUA TO REMAIN         | 19,812.00 |

| PROPOSED BUA               |          |
|----------------------------|----------|
| PATIO (SF)                 | 900.00   |
| SIDEWALK (SF)              | 460.00   |
| ASPHALT (SHA RED EASEMENT) | 2,745.00 |
| TOTAL                      | 4,105.00 |

| BUA TO BE REDEVELOP |           |
|---------------------|-----------|
| ASPHALT (SF)        | 460.00    |
| NEW PROP. BUA       | 3,645.00  |
| TOTAL IMPERVIOUS    | 23,457.00 |



**HensonFoley**  
Landscape Architecture | Civil Engineering  
121 Gilead, Huntersville NC 28078  
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com  
NC ENGINEERING BOARD LICENSE #: C-3781  
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

NORTH ARROW

GRAPHIC SCALE 1"=20 FT.

Seal of the State of North Carolina, Department of Transportation, dated 03/15/2023, for J. Henson.

**ULTIMATE ATHLETE FITNESS CENTER**

PARCEL ID 00102370

15901 CRAMUR DR, HUNTERSVILLE, NC 28078

**REZONING SITE PLAN**

| REVISIONS:              |  |
|-------------------------|--|
| 02/21/2023 EPM COMMENTS |  |
|                         |  |
|                         |  |
|                         |  |
|                         |  |
|                         |  |
|                         |  |
|                         |  |
|                         |  |
|                         |  |

|                     |              |
|---------------------|--------------|
| C03 - SITE PLAN.DWG |              |
| PROJECT NUMBER:     | 222102       |
| DATE: 12/20/2022    | DRAWN BY: MG |
| SHEET               | 3 OF 4       |



GENERAL PLANTING NOTES:

- THIS PLAN FOR PLANTING LOCATIONS ONLY. IF FOUND CONDITIONS VARY FROM THIS, CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO DO SO WILL RESULT IN CONTRACTOR'S LIABILITY TO REPLACE PLANT MATERIALS.
- CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE FOR EXISTING PLANT MATERIAL TO BE REMOVED AND/OR RELOCATED.
- CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE COST OF REPAIR TO ALL DAMAGED UTILITIES.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL PLANT MAINTENANCE, INCLUDING SHRUBS AND GROUND COVER, AND SHALL MAINTAIN AREA IN A WEED AND DEBRIS FREE CONDITION, THROUGHOUT GUARANTEE PERIOD.
- WHERE TREES ARE PLANTED IN ROWS, THEY SHALL BE UNIFORM IN SIZE AND SHAPE.
- SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE JUDGED. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
- PLANTING SIZE DETERMINATION:  
SHADE TREES: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE TOP OF MATURE GROWTH. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "Y" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.  
SHRUBS: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH.
- ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED, FREE OF DISEASE, INSECT EGGS, AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS.
- ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION. ALL ROOT BOUND PLANTS SHALL BE REJECTED.
- GROUPS OF SHRUBS SHALL BE PLACED IN A CONTINUOUS MULCH BED WITH SMOOTH CONTINUOUS LINES. ALL MULCHED BED EDGES SHALL BE CURVILINEAR IN SHAPE FOLLOWING THE CONTOUR OF THE PLANT MASS. TREES LOCATED WITHIN FOUR FEET OF SHRUB BEDS SHALL SHARE SAME MULCH BED.
- CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO BE CLEAR OF DRAINAGE SWALES AND UTILITIES. FINISHED PLANTING BEDS SHALL BE GRADED SO AS TO NOT IMPEDE DRAINAGE AWAY FROM BUILDINGS. IF SIGNIFICANT RELOCATIONS ARE REQUIRED, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH RELOCATIONS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
- ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN. IF CONFLICTS ARISE BETWEEN ACTUAL SIZE OF AREA AND PLANS, CONTRACTOR SHALL RECONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
- ALL SUBSTITUTIONS OF PLANT MATERIAL ARE TO BE REQUESTED IN WRITING TO THE OWNER'S REPRESENTATIVE AND APPROVED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. FAILURE TO OBTAIN SUBSTITUTION APPROVAL IN WRITING MAY RESULT IN LIABILITY TO THE CONTRACTOR.
- ALL CONTRACTORS SHALL BE REQUIRED TO COMPLETELY REMOVE ALL TRASH, DEBRIS AND EXCESS MATERIALS FROM THE WORK AREA AND THE PROPERTY (ESPECIALLY AT ALL CURBS, GUTTERS AND SIDEWALKS) DAILY DURING INSTALLATION.
- CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE IMPROVEMENTS, INCLUDING SEEDING, CONTRACTOR MUST CONTACT THE OWNER AT LEAST TO WORKING DAYS IN ADVANCE TO SCHEDULE ACCEPTANCE INSPECTION(S). CONTRACTOR MUST REPLACE ALL DEAD OR UNACCEPTABLE PLANTS DURING THE FOLLOWING RECOMMENDED PLANTING SEASON.
- ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES WHERE POSSIBLE. CONTACT OWNER'S REPRESENTATIVE FOR A COORDINATED SOLUTION FOR ANY UTILITY CONFLICTS. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES.
- REFER TO PLANTING DETAILS FOR ADDITIONAL PLANTING INFORMATION.
- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES.
- LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM.

SEED/SOD/MULCH:

- TURF AREAS WILL BE SEED OR SODDED WITH REBEL II FESCUE WITH EXCEPTION OF SOD WITHIN THE FLOOR OF STORMWATER MANAGEMENT AND WATER QUALITY BASINS AND FILTERS. SOD WILL BE REQUIRED NEXT TO BUILDING STRUCTURES, DRIVEWAYS ENTRANCES AND AREAS DISTURBED IN THE FRONT SETBACK AS NOTED ON PLAN. LANDSCAPE CONTRACTOR TO SEED ALL OTHER DISTURBED AREAS.
- PINE NEEDLE MULCH IS THE GENERALLY ACCEPTED MULCH FOR THE INITIAL PLANTING. IT IS ALSO ACCEPTABLE TO UTILIZE DOUBLE HAMMERED BARK MULCH FOR GOOD SOIL AND BED MANAGEMENT, FUTURE YEARS, THOUGH, WILL REQUIRE THE PROPERTY TO BE CONVERTED TO PINE NEEDLES.

PLANTING NOTES:

- ALL PERIMETER SCREENING SHRUBS MUST BE NO LESS THAN 36" IN HEIGHT AT PLANTING
- ALL PARKING LOT SHRUBS MUST BE NO LESS THAN 24" IN HEIGHT AT PLANTING

TREE PLANTING NOTES:

- ALL TREES SHALL BE PLANTED PER TOWN OF HUNTERSVILLE STANDARDS AND DETAILS
- ALL STRAPPINGS AND TOP 2/3 OF WIRE BASKET MUST BE CUT AWAY AND REMOVED FROM THE ROOT BALL PRIOR TO BACKFILLING PLANTING PIT.
- LARGE MATURING TREES MAY NOT BE PLANTED WHERE OVERHEAD DISTRIBUTION OR TRANSMISSION LINES EXIST. IF TREES CONFLICT WITH POWER LINES OR SIGNS, CALL THE URBAN FORESTER TO RESOLVE BEFORE PLANTING.
- ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES.
- NEW TREES SHALL BE A MINIMUM 2" CALIPER FOR STREET TREE REQUIREMENTS.
- SEE TREE PRESERVATION NOTES ON GRADING AND EROSION CONTROL SHEETS.
- ALL TREES ARE TO BE NURSERY GROWN, BALL AND BURLAP (B&B) PREFERRED, MINIMUM TREE SIZE IS 2" CALIPER (MEASURED 6" ABOVE ROOT BALL), 8" MINIMUM HEIGHT.
- STAKING IS OPTIONAL. RUBBER HOSE AND ROPE OR WIRE FOR STAKING IS NOT RECOMMENDED. NO WIRE OR ROPE IS TO BE IN DIRECT CONTACT WITH TRUNK. REMOVE ALL TRUNK WRAP, TREE STRAPS, AND STAKING WIRE OR ROPE AFTER ONE GROWING SEASON.
- GUY WIRES ARE NOT PERMITTING IN THE STREET RIGHT-OF-WAY.
- ALL TREES AND SHRUBS SHALL MEET THE NORMAL REQUIREMENTS FOR THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN).
- NEW AND EXISTING TREES ARE PERMITTED WITHIN SITE TRIANGLE, BUT MUST BE LIMED UP TO 6' HEIGHT CLEARANCE PER ADA REQUIREMENTS.
- SIMILAR CRITERIA FOR TREE PLACEMENT AND PRUNING UP SHOULD BE CONSIDERED AT DRIVEWAY/STREET INTERSECTIONS.
- CONTRACTOR TO MAINTAIN CLEAR LEVEL BETWEEN 30" AND 72" ABOVE STREET. AREA MUST BE TREE OF LIMBS AND FOLIAGE FOR SAFE CROSS VISIBILITY.

TREE PROTECTION NOTES:

PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES DESIGNATED TO BE SAVED IN DEVELOPMENT AREAS. PRIOR TO THE START OF DEVELOPMENT ACTIVITIES OR GRADING, PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL DEVELOPMENT ACTIVITIES ARE COMPLETE OR CONSTRUCTION IN ACCORDANCE WITH STANDARDS SET FORTH IN THIS SECTION COMMENCES. THE AREA WITHIN THE PROTECTIVE BARRICADE SHALL REMAIN FREE OF ALL BUILDING MATERIALS, DIRT OR OTHER CONSTRUCTION DEBRIS, CONSTRUCTION TRAFFIC, STORAGE OF VEHICLES AND MATERIALS, AND GRADING SHALL NOT TAKE PLACE WITHIN THE DRIPLINE OF THE EXISTING TREES TO BE PROTECTED. BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES ACCORDING TO THE FOLLOWING STANDARDS:

- FOR TREES 10" OR LESS DBH: PROTECTIVE BARRICADES SHALL BE PLACED A MINIMUM DISTANCE OF 5' FROM THE BASE OF EACH PROTECTED TREE, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
- FOR TREES GREATER THAN 10" DBH: PROTECTIVE BARRICADES SHALL BE PLACED AT A MINIMUM DISTANCE EQUAL TO 10' FROM THE BASE OF THE PROTECTED TREE PLUS AN ADDITIONAL 1' FOR EACH ADDITIONAL 1" DBH GREATER THAN 10" DBH, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
- CONSTRUCTION ACCESS TO A SITE SHOULD OCCUR WHERE AN EXISTING OR PROPOSED ENTRANCE/EXIT IS LOCATED.
- EXCEPT FOR DRIVEWAY ACCESS POINTS, SIDEWALKS, CURB AND GUTTER, NO PAVING WITH CONCRETE OR OTHER IMPERVIOUS MATERIALS WITHIN A TREE DRIPLINE SHALL BE ALLOWED.
- WHERE GRADING WITHIN A TREE DRIPLINE CANNOT BE AVOIDED.
- LIMIT CUT AND FILLS TO 1/2 TO 3/4 THE AREA WITHIN THE DRIPLINE.
- AVOID CUT AND FILL AROUND ENTIRE CIRCUMFERENCE OF TRUNK.
- WHERE GRADING LEAVES ROOTS EXPOSED, CUT ROOTS CLEAN.
- AVOID FILLING WITHIN THE DRIPLINE OF A TREE WITHOUT SOME MECHANISM TO ALLOW AIR AND WATER TO REACH THE ROOTS.

IRRIGATION NOTES:

- COORDINATE PLANT INSTALLATION WITH IRRIGATION CONSTRUCTION. IRRIGATION PIPES, VALVES, CONTROLLER, SLEEVES AND HEADS SHALL NOT INTERFER WITH PLANT ROOT BALLS OR CAUSE DAMAGE TO ANY PLANTS.
- CONTRACTOR TO SUBMIT IRRIGATION PLANS TO HENSONFOLEY FOR APPROVAL. IRRIGATION PLANS TO INCLUDE A COMPLETE SEPARATION OF TURF AND SHRUB ZONES, LOCATION AND SIZES OF ALL HEADS AND VALVES, LOCATION AND SIZES OF ALL IRRIGATION SLEEVES, CONTROLLER SIZE AND LOCATION, MANUFACTURE SPECIFIED AND SYSTEM OPERATING PRESSURE.
- CONTRACTOR SHALL LAMINATE A SEASONAL RUN TIME SCHEDULE FOR EACH IRRIGATION ZONE AND MOUNT INSIDE IRRIGATION CONTROLLER FOR OWNER/MAINTAINANCE PERSONAL FUTURE REFERENCE. SCHEDULE SHOULD PROVIDE A MIN. 4" TURF COVERAGE AND 2" SHRUB COVERAGE
- CONTRACTOR SHALL ADJUST ALL HEADS IN FIELD TO INSURE MAXIMUM COVERAGE, ELIMINATE OVERTHROW ONTO PAVED AREAS, BUILDING AND WALL SURFACES. LOCATE HEADS 3' CLEAR OF ALL HARDSCAPE SURFACES.
- ALL VALVES SHALL BE REMOTE AUTOMATIC VALVES MOUNTED IN SUBSURFACE VALVE BOX.
- CONTRACTOR SHALL VERIFY THAT ALL PERTINENT LOCAL AND STATE CODES ARE BEING OBSERVED.
- CONTRACTOR TO PROVIDE A FULL 1 YEAR GUARANTEE ON ALL IRRIGATION EQUIPMENT AND WORKMANSHIP.
- CONTRACTOR SHALL PROVIDE SYSTEM CONTROLLER WITH MANUAL OVERRIDE AND LOCATE IT WITHIN THE BUILDING ON THE BACK WALL OF THE RECEIVING AREA.

IRRIGATION SLEEVING NOTES:

- GENERAL CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISH GRADE OF THE TOP OF PAVEMENT.
- CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELED" TO 2'-0" ABOVE FINISH GRADE AND CAPPED.
- CONTRACTOR SHALL FURNISH THE IRRIGATION DESIGNER WITH AN "AS-BUILT" DRAWING SHOWING ALL SLEEVES AND THE RESPECTIVE DEPTHS BELOW THE FINISH GRADE AND/OR PAVEMENT.
- EXTEND ALL SLEEVES TO 2'-0" BEYOND THE EDGE OF ALL PAVEMENT.
- ADD 4" DIAMETER SLEEVES TO ALL ISOLATED PLANTING AREAS NOT SHOWN ON THIS DRAWING, OR UNDER PAVEMENT ADDED AFTER THIS PLAN WAS COMPLETED.
- ALL SLEEVES SHALL BE SCHEDULED 40 PVC.

INSTALLATION GUARANTEE REQUIRED

- A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED PRIOR TO THE INSTALLATION OF TREES AND SHRUBS, EXCLUDING YARD TREES, DURING THE NON-PLANTING SEASON IF A CASH BOND, SURETY BOND OR LETTER OF CREDIT IS ISSUED FOR 120% OF THE COST OF MATERIALS AND INSTALLATION. PLANTING SHALL BE COMPLETED DURING THE NEXT PLANTING SEASON.
- THE PLANTING SEASON SHALL RUN FROM OCTOBER 15 TO MARCH 15, EXCEPT FOR EXTREME WEATHER CONDITIONS AS DETERMINED BY STAFF. A FINAL CERTIFICATE OF OCCUPANCY SHALL NOT BE GIVEN DURING THE PLANTING SEASON UNLESS ALL OF THE LANDSCAPING IS COMPLETELY INSTALLED ACCORDING TO THIS ARTICLE.

MAINTENANCE SURETY REQUIRED

- DEVELOPERS SHALL ENTER INTO A MAINTENANCE SURETY AGREEMENT WITH MECKLENBURG COUNTY GUARANTEEING THE VIABILITY OF STREET TREES AND TREES AND SHRUBS PLANTED IN BUFFER YARDS FOR A PERIOD OF 1 YEAR FOLLOWING PLANTING. THE AMOUNT OF THE SURETY SHALL BE EQUAL TO 50% OF THE VALUE OF THE NEW TREES OR LANDSCAPE MATERIAL AND THEIR INSTALLATION. THE MAINTENANCE SURETY SHALL BE PROVIDED WHEN ALL OF THE REQUIRED TREES AND SHRUBS HAVE BEEN PLANTED.

1.1 PLANTING SOIL MIX

- MIX TOPSOIL WITH THE FOLLOWING SOIL AMENDMENTS IN THE FOLLOWING QUANTITIES:

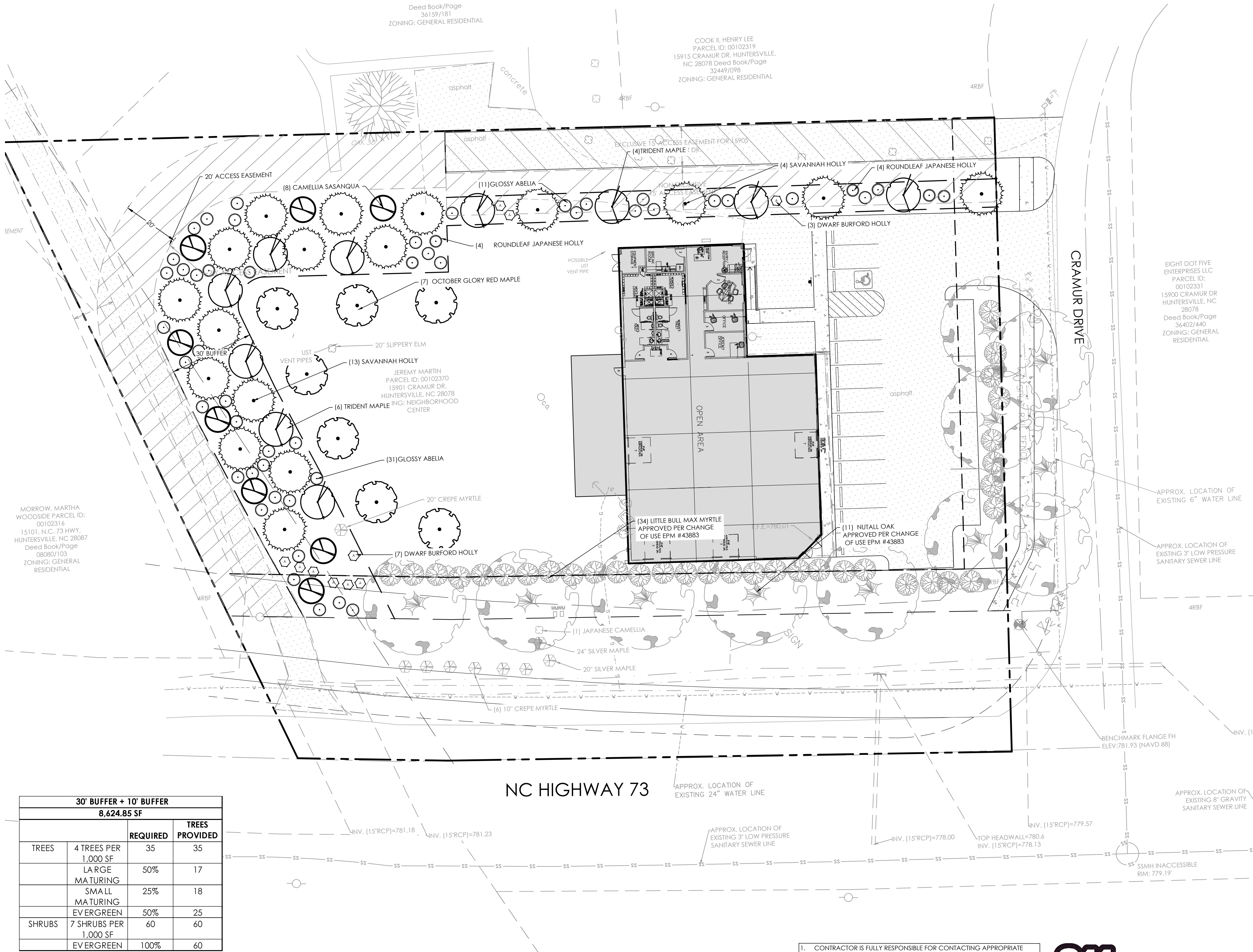
- WEIGHT OF LIME PER 1000 SQ. FT
  - RATIO OF LOOSE COMPOST TO TOPSOIL BY VOLUME: 1:4
  - RATIO OF LOOSE WOOD DERIVATIVES TO TOPSOIL BY VOLUME:
  - WEIGHT OF BONEMEAL PER 1000 SQ. FT.
  - WEIGHT OF COMMERCIAL FERTILIZER PER 1000 SQ. FT.
  - WEIGHT OF SLOW-RELEASE FERTILIZER PER 1000 SQ. FT.
- SOIL TEST PROVIDED BY CONTRACTOR REQUIRED FOR TOPSOIL MIX.

PLANT LIST

| LARGE MATURING TREES |  | QTY | COMMON NAME             | SCIENTIFIC NAME               | SIZE     | HEIGHT | CONDITION | COMMENTS         |
|----------------------|--|-----|-------------------------|-------------------------------|----------|--------|-----------|------------------|
|                      |  | 3   | NUTTALL OAK             | Quercus Nuttallii             | 2.5" cal | 8' min | B&B       | 6' CLEAR TRUNK   |
|                      |  | 8   | NUTTALL OAK             | Quercus Nuttallii             | 2.5" cal | 8' min | B&B       | ROW PLANTINGS    |
|                      |  | 7   | OCTOBER GLORY RED MAPLE | Acer rubrum                   | 2" cal   | 8' min | B&B       | MITIGATION PLAN  |
| SHRUBS               |  | 34  | LITTLE BULL MAX MYRTLE  | Myrica Cerifera 'little bull' | 3 gal.   | 3' min | B&B       | 8' OC ACCEPTABLE |

BUFFER PLANT LIST

| LARGE MATURING TREES |  | QTY | COMMON NAME              | SCIENTIFIC NAME              | SIZE     | HEIGHT | CONDITION |
|----------------------|--|-----|--------------------------|------------------------------|----------|--------|-----------|
|                      |  | 17  | SAVANNAH HOLLY           | Ilex X attenuata             | 2.5" cal | 8' min | B&B       |
| SMALL MATURING TREES |  | 10  | TRIDENT MAPLE            | Acer Buergerianum            | 1.5" cal | 8' min | B&B       |
|                      |  | 8   | CAMELLIA SASANQUA        | Quercus Nuttallii            | 1.5" cal | 8' min | B&B       |
| SHRUBS               |  | 42  | GLOSSY ABELIA            | Abelia Grandiflora           | 3 gal.   | 3' min | B&B       |
|                      |  | 8   | ROUNDLEAF JAPANESE HOLLY | Ilex crenata "Rotundifolia"  | 3 gal.   | 3' min | B&B       |
|                      |  | 10  | DWARF BURFORD HOLLY      | Ilex cornuta "Burfordi nana" | 3 gal.   | 3' min | B&B       |



| 30' BUFFER + 10' BUFFER<br>8,624.85 SF |                       |          |                |
|----------------------------------------|-----------------------|----------|----------------|
| TREES                                  | 4 TREES PER 1,000 SF  | REQUIRED | TREES PROVIDED |
| LARGE MATURING                         | 50%                   | 35       | 17             |
| SMALL MATURING                         | 25%                   | 60       | 18             |
| EVERGREEN                              | 50%                   | 25       | 25             |
| SHRUBS                                 | 7 SHRUBS PER 1,000 SF | 60       | 60             |
| EVERGREEN                              | 100%                  | 60       | 60             |

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

**811** Know what's below. Call before you dig.

ULTIMATE ATHLETE FITNESS CENTER

PARCEL ID 00102370

15901 CRAMUR DR., HUNTERSVILLE, NC 28078

LANDSCAPE PLAN

REVISIONS:

02/21/2023 EPM COMMENTS

C08 - LANDSCAPE.DWG

PROJECT NUMBER: 222102

DATE: 12/20/2022 DRAWN BY: MG

SHEET 4 OF 4



**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Catherine Cook, Administrative Assistant

**Date:** June 20, 2023

**Subject:** Board of Adjustment Appointments

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**EXPLAIN REQUEST:**

Two Town Seats filled by Edward Cecil and Steven Genenbacher have terms expiring June 30, 2023. Alternate Seat 1 filled by John Passarelli also has a term expiring June 30, 2023. Edward Cecil and John Passarelli have confirmed they would like to be considered for reappointment and are eligible for additional terms. Steven Genenbacher is not eligible for an additional term.

**ACTION RECOMMENDED:**

Appoint members

**FINANCIAL IMPLICATIONS:**

N/A

**ATTACHMENTS:**

1. Board of Adjustment - Current Membership - Effective 07012022
2. Board of Adjustment - Current Members & Applicants
3. Board of Adjustment - Attendance 2022-2023
4. Board of Adjustment - Applicants Map
5. Board of Adjustment - Applications





## Board of Adjustment Membership Effective 06/24/2022

|                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>Town Seat 1</u></b></p> <p><b>Jonathan Bradshaw</b></p> <p>704-351-6851<br/><a href="mailto:j.p.bradshaw@wingate.edu">j.p.bradshaw@wingate.edu</a></p> <p><i>Appointed: 6/17(A1), 7/20(A2),<br/>7/21(R1)</i><br/><i>Term Expires: June 2024</i></p> | <p><b><u>Town Seat 2</u></b></p> <p><b>Peter Jacobson</b></p> <p>704-562-6499<br/><a href="mailto:pjacobson@pattersonpope.com">pjacobson@pattersonpope.com</a></p> <p><i>Appointed: 11/18(AP), 6/19(A1),<br/>7/21(R1)</i><br/><i>Term Expires: June 2024</i></p> | <p><b><u>Town Seat 3</u></b></p> <p><b>Michelle Bennett</b></p> <p>704-975-2751<br/><a href="mailto:michellebennett704@gmail.com">michellebennett704@gmail.com</a></p> <p><i>Appointed: 7/21(RP), 7/22(R1)</i><br/><i>Term Expires June 2025</i></p>   | <p><b><u>Town Seat 4</u></b></p> <p><b>Jason Loucks</b></p> <p>704-287-7448<br/><a href="mailto:Jason@clinedesignassoc.com">Jason@clinedesignassoc.com</a></p> <p><i>Appointed: 10/18(AP), 6/19(A1),<br/>7/21(R1)</i><br/><i>Term Expires: June 2024</i></p> | <p><b><u>Town Seat 5</u></b></p> <p><b>Edward Cecil</b></p> <p>415-531-6475<br/><a href="mailto:ewceccillaw@aol.com">ewceccillaw@aol.com</a></p> <p><i>Appointed: 6/16(AP), 11/18(RP),<br/>7/20(R1)</i><br/><i>Term Expires June 2023</i></p> |
| <p><b><u>Town Seat 6</u></b></p> <p><b>Steven Genenbacher</b></p> <p>704-305-3779<br/><a href="mailto:steve.genenbacher@cbauto.net">steve.genenbacher@cbauto.net</a></p> <p><i>Appointed: 10/17(R1), 7/20(R2)</i><br/><i>Term Expires: June 2023</i></p>     |                                                                                                                                                                                                                                                                  | <p><b><u>ETJ Seat 1</u></b></p> <p><b>Kimberle Burton</b></p> <p>980-328-3311<br/><a href="mailto:hrdchrgr331@aol.com">hrdchrgr331@aol.com</a></p> <p><i>Appointed: 7/21(R1)</i><br/><i>Term Expires: June 2024</i></p>                                |                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                               |
| <p><b><u>Alternate 1 (Town)</u></b></p> <p><b>John Passarelli</b></p> <p>847-924-4696<br/><a href="mailto:jeplaw@gmail.com">jeplaw@gmail.com</a></p> <p><i>Appointed: 7/21</i><br/><i>Term Expires: June 2023</i></p>                                        | <p><b><u>Alternate 2 (Town)</u></b></p> <p><b>Chris Price</b></p> <p>704-619-8889<br/><a href="mailto:cprice8889@gmail.com">cprice8889@gmail.com</a></p> <p><i>Appointed: 7/22(A1)</i><br/><i>Term Expires: June 2025</i></p>                                    | <p><b><u>Alternate 3 (Town)</u></b></p> <p><b>John Carbonell</b></p> <p>770-335-6153<br/><a href="mailto:johnjcarbonell@hotmail.com">johnjcarbonell@hotmail.com</a></p> <p><i>Appointed: 7/21(AP), 7/22(A1)</i><br/><i>Term Expires: June 2025</i></p> |                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                               |

Legend: (AP) = Alternate Partial Term, (A1 or A2) = Alternate 1<sup>st</sup> or 2<sup>nd</sup> Term, (RP) = Regular Partial Term, (R1 or R2) = Regular 1<sup>st</sup> or 2<sup>nd</sup> Term

# Board of Adjustment

## CURRENT MEMBERS

| Name                       | Position           | Term Exp           | Alternative Term Start |            |           | Regular Term Start |            |           |        |
|----------------------------|--------------------|--------------------|------------------------|------------|-----------|--------------------|------------|-----------|--------|
|                            |                    |                    | Partial                | Term 1     | Term 2    | Partial            | Term 1     | Term 2    | Term 3 |
| <b>Bennett, Michelle</b>   | Town Seat 3        | <b>6/30/2025</b>   |                        |            |           | 6/7/2021           | 6/6/2022   |           |        |
| <b>Bradshaw, Jonathan</b>  | Town Seat 1        | <b>6/30/2024</b>   |                        | 6/19/2017  | 6/15/2020 |                    | 6/7/2021   |           |        |
| <b>Burton, Kimberle</b>    | ETJ Seat 1         | <b>6/30/2024</b>   |                        |            |           |                    | 6/7/2021   |           |        |
| <b>Carbonell, John</b>     | Alternate Member   | <b>6/30/2025</b>   |                        | 6/6/2022   |           |                    |            |           |        |
| <b>Cecil, Edward</b>       | Town Seat 5, Chair | <b>* 6/30/2023</b> | 6/20/2016              | 6/19/2017  |           | 11/19/2018         | 6/15/2020  |           |        |
| <b>Genenbacher, Steven</b> | Town Seat 6        | <b>* 6/30/2023</b> |                        |            |           |                    | 10/16/2017 | 6/15/2020 |        |
| <b>Jacobson, Peter</b>     | Town Seat 2        | <b>6/30/2024</b>   | 10/1/2018              | 11/19/2018 | 6/3/2019  |                    | 6/7/2021   |           |        |
| <b>Loucks, Jason</b>       | Town Seat 4        | <b>6/30/2024</b>   | 10/1/2018              | 6/3/2019   |           |                    | 6/7/2021   |           |        |
| <b>Passarelli, John</b>    | Alternate Member   | <b>* 6/30/2023</b> |                        | 6/7/2021   |           |                    |            |           |        |
| <b>Price, Christopher</b>  | Alternate Member   | <b>6/30/2025</b>   |                        | 6/6/2022   |           |                    |            |           |        |

## APPLICANTS

| Name                     | Current Board Assignment?       | Email                     | App Date  | Still Interested (Date & Notes)?        |
|--------------------------|---------------------------------|---------------------------|-----------|-----------------------------------------|
| <b>Boyd, Christopher</b> | 6/30/2023 - Planning Board      | cbpack51@yahoo.com        | 5/22/2023 | 5/22/2023 Planning Brd application also |
| <b>Buckley, Patrick</b>  | No                              | pcbuckley1215@gmail.com   | 5/23/2023 | 6/1/2023 Planning Brd application also  |
| <b>Cecil, Edward</b>     | 6/30/2023 - Board of Adjustment | ewcecillaw@aol.com        | 4/21/2023 | 4/21/2023                               |
| <b>Johnson, David</b>    | No                              | davidejohnsonpe@gmail.com | 5/19/2023 | 5/19/2023 Planning Brd application also |
| <b>McLamb, Jennifer</b>  | No                              | jen.munn@gmail.com        | 5/23/2023 | 5/23/2023 Planning Brd application also |
| <b>Osborne, Donna</b>    | No                              | Ozmo1@bellsouth.net       | 5/19/2023 | 5/19/2023 Planning Brd application also |
| <b>Passarelli, John</b>  | 6/30/2023 - Board of Adjustment | jeplaw@gmail.com          | 4/21/2023 | 4/21/2023                               |
| <b>Russell, Mike</b>     | No                              | nukr88@gmail.com          | 5/22/2023 | 5/22/2023 Planning Brd application also |
| <b>Sittler, Scott</b>    | No                              | scottsittler@gmail.com    | 5/19/2023 | 5/19/2023 Planning Brd application also |
| <b>Wideman, Jamie</b>    | No                              | jamielwideman@gmail.com   | 5/21/2023 | 5/21/2023 Planning Brd application also |
| <b>Younger, Shannan</b>  | No                              | shan910@gmail.com         | 5/1/2023  | 5/1/2023                                |
| <b>Zovistoski, Jack</b>  | No                              | jzovistoski@gmail.com     | 5/25/2023 | 5/23/2023 Planning Brd application also |

12 Applicants

\* Board term expires within 6 months

Tuesday, June 13, 2023



**Board of Adjustment Attendance Chart**  
**July 1, 2022 – June 30, 2023**

| <b>Regular Member</b> | July<br>2022 | August | Sept | Oct | Nov | Dec | Jan<br>2023 | Feb | March | April | May | June |
|-----------------------|--------------|--------|------|-----|-----|-----|-------------|-----|-------|-------|-----|------|
|-----------------------|--------------|--------|------|-----|-----|-----|-------------|-----|-------|-------|-----|------|

|                               |   |   |   |   |   |   |   |   |   |   |   |
|-------------------------------|---|---|---|---|---|---|---|---|---|---|---|
| <b>Town 1:</b> J. Bradshaw    | - | - | - | - | - | P | P | - | P | - | - |
| <b>Town 2:</b> P. Jacobson    | - | - | - | - | - | P | P | - | A | - | - |
| <b>Town 3:</b> M. Bennett     | - | - | - | - | - | P | P | - | P | - | - |
| <b>Town 4:</b> J. Loucks      | - | - | - | - | - | A | P | - | A | - | - |
| <b>Town 5:</b> E. Cecil       | - | - | - | - | - | A | P | - | A | - | - |
| <b>Town 6:</b> S. Genenbacher | - | - | - | - | - | P | P | - | P | - | - |
| <b>ETJ :</b> K. Burton        | - | - | - | - | - | P | P | - | P | - | - |

A = Absent

|  | July<br>2021 | Aug | Sept | Oct | Nov | Dec | Jan<br>2022 | Feb | March | April | May | June |
|--|--------------|-----|------|-----|-----|-----|-------------|-----|-------|-------|-----|------|
|--|--------------|-----|------|-----|-----|-----|-------------|-----|-------|-------|-----|------|

**Alternate Member**

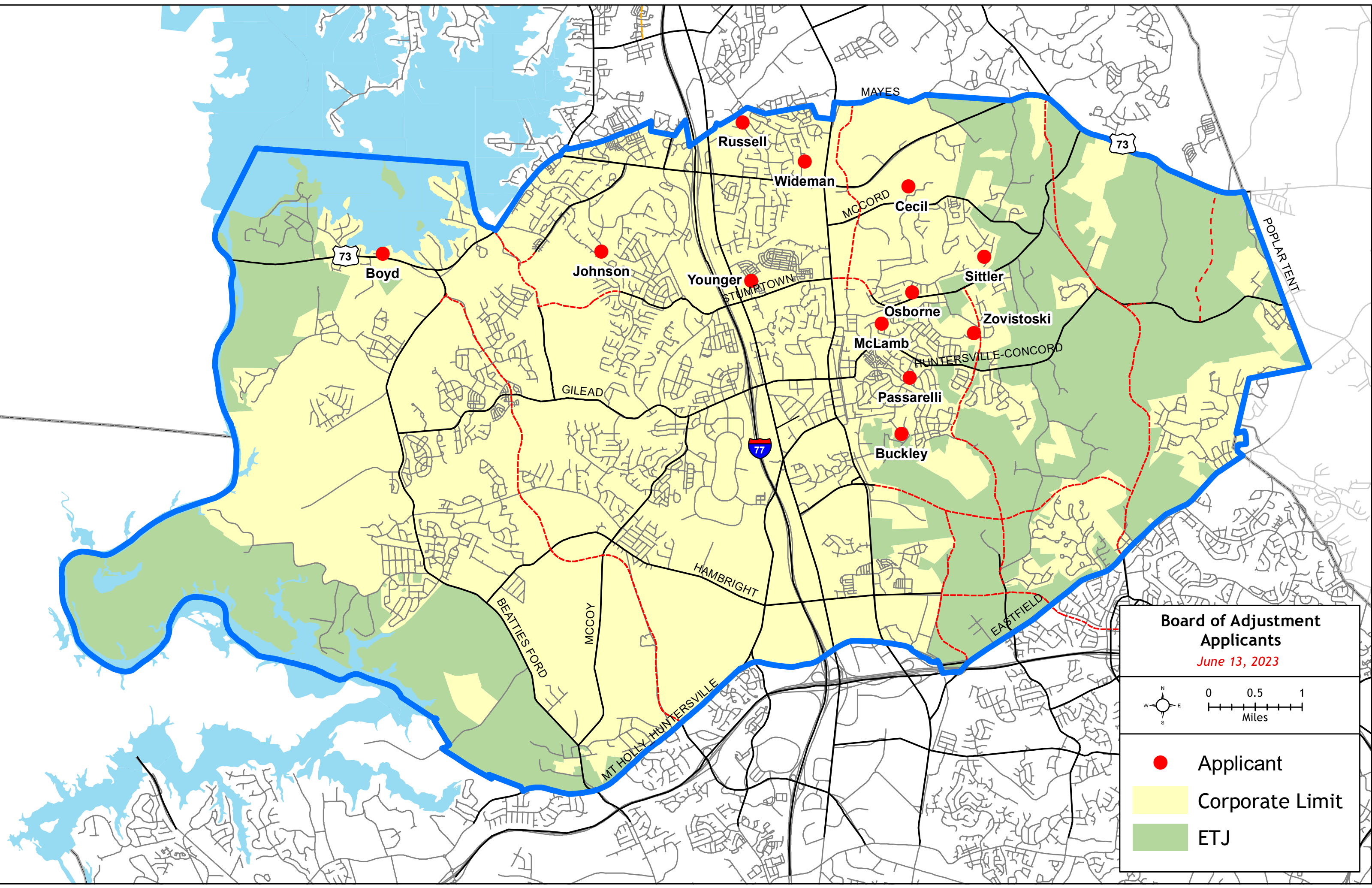
|                                       |   |   |   |   |   |   |   |   |   |   |   |
|---------------------------------------|---|---|---|---|---|---|---|---|---|---|---|
| <b>Town 1:</b> J. Passarelli          | - | - | - | - | - | A | A | - | V | - | - |
| <b>Town 2:</b> C. Price               | - | - | - | - | - | P | P | - | V | - | - |
| <b>ETJ or Town:</b><br>: J. Carbonell | - | - | - | - | - | P | P | - | V | - | - |

V = Vote

P = Present - No Participation

A = Absent

Absences were communicated in advance to the Chairman and Clerk to the Board



**Board of Adjustment Applicants**  
*June 13, 2023*

- Applicant
- Corporate Limit
- ETJ



# Print

## Advisory Boards & Commissions Application - Submission #14469

Date Submitted: 5/22/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Christopher

Last Name\*

Boyd

Street Address (must be in Huntersville)\*

15822 Bayshore Dr.

Is this address in the ETJ?\*



No



Yes

Email Address\*

cbpack51@yahoo.com

Phone Number\*

(336) 682-1721

Occupation

Preconstruction Services/Division Estimating Manager

Place of Employment

Crowder Construction Company

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Huntersville Planning Board Term Expires June 2023

### Business and Civic Experience Related to this Advisory Board or Commission

I have served on the Huntersville Planning Board for nearly 3 years, I am very familiar with the zoning ordinances and re-zoning process. I am familiar with both the 2040 Plan as well as the Downtown Master Plan, and the direction the town would like to head with future development. Prior to serving on the Planning Board, I was with the Greenway, Bikes, and Trails Commission for 2 years, learning a lot about the town itself and its processes and future planning. In addition to Town Boards, I have also served on the following: SCDOT CAGC Design-Build Committee Member Jan 2022 - Present Â· 1 yr 5 mos SCDOT CAGC Bridge Committee Member and Co-Chair May 2017 - Dec 2021 Â· 4 yrs 8 mos As for Business experience: Business Experience Division Preconstruction Services/Estimating Manager Oct 2017 - Present Â· 5 yrs 6 mos Charlotte, North Carolina Area Lead a team of estimators in bidding heavy civil projects up to \$130 million in size including, dams, tunnels, deep shoring, with a large emphasis on DOT bridge projects. Review DOT lettings list as well as other business opportunity websites for projects that fit within our business plan. Set up projects in HCSS Heavy Bid, review quantity take-offs done by the team, receive and evaluate subcontractor proposals. Build preliminary schedules in Primavera to evaluate project duration for project overhead and possible damages. Sr. Project Manager Jul 2015 - Oct 2017 Â· 2 yrs 4 mos Charlotte, North Carolina Area Managed multiple project managers, on projects ranging from \$2 to \$25 million in size. Assisting managers in creating project schedules, as well as building project budgets. Also reviewed subcontracts, large purchase orders, and integral submittals. Project Manager Dec 2013 - Jul 2015 Â· 1 yr 8 mos Charlotte, North Carolina Area Managing SCDOT bridge project \$35 million in size. Creating and updating project schedules. Created and forecast budget monthly. Negotiating and writing subcontracts. Managing submittals; distributing them to the owner, design firms, and field personnel. Pricing materials, writing purchase orders, and releasing materials for projects. Certifications NC and SC Licensed Professional Engineer NC, SC, VA, and GA Licensed General Contractor DBIA Design-Build Professional Certification

### Areas of Expertise, Interests and Skills

Areas of expertise include construction project management, estimating, and proposal development. A strong background in heavy civil (bridges, dams, concrete foundations, utility infrastructure, and treatment plants) projects. Interest in town planning and proper town growth. Skills: Heavy Civil, Material, and Subcontractor Procurement, Scheduling, Value Engineering, Drafting

### Education

BS in Construction Engineering and Management - North Carolina State Univ. 2004 MS in Business Administration - UNC Charlotte 2010

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Over the last 5 years, I have volunteered with the Town of Huntersville, first as a member of the Greenway, Trail, and Bike Commission for nearly 2 years, before transitioning over to the Town of Huntersville Planning Board of which I have been a part of for almost 3 years. In addition to the town boards, I am on a Design-Build Alternate Delivery Board for the SCDOT, via the Carolinas AGC. Where we help guide the SCDOT to make the Design-Build process better. Also within the AGC, I am an active member in the Young Leader sub-group (45 and under) having served on multiple panel discussions. Non-business related I get to coach both of my daughters' softball teams (8U and 10U) via Lake Norman Little League. And in addition to softball, I have been called on to help a fellow church family teach Cub Scout Pack 173 (Mooresville, NC) a few things from my current career and my Eagle Scout Days.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for Huntersville over the next 10 to 15 years, is continued slow growth around our activity centers as seen in the 2040 plan, with little to no development in the rural areas of Huntersville. I am excited to see the transition in downtown Huntersville, with continued development with mid-sized residential options, bringing more restaurants and things to do, as seen in the Downtown Huntersville plan.



**What obstacles do you see to achieving this vision?**

I think the biggest hurdle is getting engaged with the NCDOT, and getting the road network where it needs to be for our continued growth as a town. Alternate routes (Cut throughs) additional turn lanes, and any small things we can do ourselves to elevate the traffic that a lot of our citizens see as our number one issue. This also includes containing our network of greenways and giving people alternate means of getting to said activity centers.

**With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

I want to put more pressure on the NCDOT to develop their projects quicker. Continue to see the town put effort and money into the smaller CIP projects that have been great over the last few years. And lastly, see if there is an avenue to have developers add more infrastructure with their projects.

---

**Electronic Signature Agreement**

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

**Electronic Signature\***

Christopher Boyd

**Signature Date\***

5/22/2023





# Print

## Advisory Boards & Commissions Application - Submission #14562

Date Submitted: 6/1/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Patrick

Last Name\*

Buckley

Street Address (must be in Huntersville)\*

11724 Banter Lane

Is this address in the ETJ?\*



No



Yes

Email Address\*

pcbuckley1215@gmail.com

Phone Number\*

7046224237

Occupation

Project Manager

Place of Employment

Crowder Construction Company

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

none

Business and Civic Experience Related to this Advisory Board or Commission

Project Manger for a construction company. Experienced in all aspects of project management from budgets, forecasting, scheduling, planning, contract negotiation etc. Many years of experience working with DOTs to construct roads, bridges, and other infrastructure projects such as waste water plants and gravity sewer project.

### Areas of Expertise, Interests and Skills

Heavy Civil construction and project management. Interested in construction, kids sports, local activities and family.

### Education

Bachelors in Business from NC State

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

I am active in the community service my work is involved with, heart association and JDRF. I also headed up a "75 acts of kindness" through my job for our 75th anniversary where we as a company did 75 acts of kindness through out our communities. We did food drives, steam clean ups, book drives, Alexander youth network athletic gear donations.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I have a young family (son 8, daughter 5) and I want them to grow up and live in a stable community that has measured and thoughtful growth that gives our family opportunities to live in and participate in a community. I believe Huntersville will continue to be a area people want to move to and the housing and infrastructure need to be set-up to handle the influx of people.

### What obstacles do you see to achieving this vision?

The town doesn't own or maintain a lot of our major roads that limit traffic flow throughout our community. Aligning the Town's vision with that of the major land owners and developers.

### With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I think our community needs to be welcoming of change and new members of our community. But we also need to look out for the pockets of our town that have been in place since before our current growth and look to incorporate them into the planning and success of the Town's future. I also feel the schools are constantly an issue with over crowding and we need considerations from CMS with our schools and their future needs.

---

### Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

Patrick Buckley

Signature Date\*

6/1/2023





# Print

## Advisory Boards & Commissions Application - Submission #14167

Date Submitted: 4/21/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Edward

Last Name\*

Cecil

Street Address (must be in Huntersville)\*

16435 Cobbleview Lane

Is this address in the ETJ?\*



No



Yes

Email Address\*

ewcecilaw@aol.com

Phone Number\*

415-531-6475

Occupation

Attorney retired

Place of Employment

Retired

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

Whatever needed. No limit

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Board of Adjustments, Chair: 2023 term expiration

Business and Civic Experience Related to this Advisory Board or Commission

Attorney at Law. Thought law and Bar Review. Assisted in writing State legislation. Litigated over 2,500 cases. Handled Appeals. Member US Supreme Court, 3 US Courts of Appeal, 2 US District Courts, CA State Bar. Chair Police Advisory and Review Board and former PC. Judge pro-tem. Rotary Club and as District Leadership. Was on Board Directors

### Areas of Expertise, Interests and Skills

Law, ability to understand legal statutes, writing legislation. Work with FBI. Understand and able to handle Quasi Judicial and legal issues.

### Education

BA Pre-Law and Political Science, JD Law, Continuing Education Law.

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Member and Chair Board of Adjustments. Chair Police Advisory and Review Board. Vice President FBI Citizens Academy Alumni. Rotary Club and as District Leadership. Please note that this field was really non-existent to input. Can't even read anything we tried to input.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Need controlled and rational growth. We not not become a bedroom community for Charlotte. Need major commercial business to expand employment opportunities here not elsewhere. Ordinances that protect Huntersville and its people and enforcing them.

### What obstacles do you see to achieving this vision?

Excessive residential development with developers more concerned with that and not Huntersville itself. Enforcing the Ordinances, not momentarily bypassing them to ignore what the Ordinance requires.

### With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Over development. Must have controlled and rational growth. Need more major Commercial businesses. Need to enforce the Ordinances and not try to by-pass them when it suits someone's desire.

---

### Electronic Signature Agreement

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2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.



Electronic Signature\*

Edward Cecil

Signature Date\*

4/21/2023



By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

David

Last Name\*

Johnson

Street Address (must be in Huntersville)\*

15746 Agincourt Drive

Is this address in the ETJ?\*



No



Yes

Email Address\*

davidejohnsonpe@gmail.com

Phone Number\*

704-458-1309

Occupation

Retired

Place of Employment

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

10-20 hrs

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

Appeared before many Board of Adjustments as an expert witness.

Areas of Expertise, Interests and Skills

Using zoning ordinances to achieve highest and best use of land for development purposes. As a registered Professional Engineer, I would bring a technical perspective to assessing and analyzing applications.

Education

BSCE



Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Ocean County, NJ Shade Tree Commission President of Tom's River East Little League and coach President of several HOA's in Maryland and Florida

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Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Population growth will out pace infrastructure improvements. Density, impervious surface, and sustainable growth impacting roads, water and sewer services, parks, etc. There is a need to strike a balance with existing resident needs and concerns with the desire of people and businesses to call Huntersville home.

What obstacles do you see to achieving this vision?

A mind set that discards the need to strike a balance between those who are residents with the unidentified people that want to call Huntersville home.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

In-fill and suburban growth will stress current public facilities and challenge outdated regulations

---

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

David E Johnson

Signature Date\*

5/19/2023

# Print

## Advisory Boards & Commissions Application - Submission #14483

Date Submitted: 5/23/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Jennifer

Last Name\*

McLamb

Street Address (must be in Huntersville)\*

430 Senate Court Way

Is this address in the ETJ?\*



No



Yes

Email Address\*

jen.munn@gmail.com

Phone Number\*

919-599-7985

Occupation

Realtor

Place of Employment

Jennifer McLamb Homes LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

n/a

Business and Civic Experience Related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

Residential Real Estate

## Education

NC State University Bachelor of Science in Parks, Recreation and Tourism Management

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

HUMC Moms of Preschoolers, attend Lake Forest Church in Huntersville

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

We need better infrastructure for our schools, communities, new construction etc.

What obstacles do you see to achieving this vision?

People being dedicated to achieving this

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I do not feel that previous board members adequately prepared our town for the surge of growth that has been happening and that is continuing to happen, we need more people dedicated to making an impact

---

## Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

Jennifer McLamb

Signature Date\*

5/23/2023



By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Donna

Last Name\*

Osborne

Street Address (must be in Huntersville)\*

12445 Ramah Church Road

Is this address in the ETJ?\*



No



Yes

Email Address\*

ozmo1@bellsouth.net

Phone Number\*

7047756018

Occupation

Retired

Place of Employment

Retired

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

24

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

No

Business and Civic Experience Related to this Advisory Board or Commission

HOA Treasurer, Crofton planning council

Areas of Expertise, Interests and Skills

Infrastructure needs, financial impacts

Education

Masters in Finance

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

HOA's, planning councils

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Targeted growth in all areas. Infrastructure, water/sewer, utilities, homes

What obstacles do you see to achieving this vision?

Growth to fast in the wrong areas

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Empty business buildings, lack of ease of access to businesses, infrastructure needs.

---

#### Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

Donna Osborne

Signature Date\*

5/19/2023

# Print

## Advisory Boards & Commissions Application - Submission #14163

Date Submitted: 4/21/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

John

Last Name\*

Passarelli

Street Address (must be in Huntersville)\*

12503 LEVINS HALL RD

Is this address in the ETJ?\*



No



Yes

Email Address\*

jeplaw@gmail.com

Phone Number\*

8479244696

Occupation

Attorney (retired)

Place of Employment

N/A

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

40

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Board of Adjustment

Business and Civic Experience Related to this Advisory Board or Commission

3 years on the Board of Adjustment 50 years in the practice of law / criminal prosecution 2years / Federal Trace Commission antitrust litigation 3 years / corporate antitrust & trade regulation counsel 3 years / Clausen Miller law firm in Chicago 1978-86 / personal law firm 1978 - 2018 commercial litigation, etc. & appellate cases Teaching Business Torts at Harper College



### Areas of Expertise, Interests and Skills

Practice of law

### Education

Resume should be on file but another copy will be delivered in separate e-mail. Colleges attended: Georgetown University / Loyola University Chicago / University of Wisconsin / Loyola University New Orleans / Indiana University Highest degree earned: Doctor of Jurisprudence

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Board of Adjustment 2020 - 2023

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Balanced growth in commercial & residential sectors with improvement of existing infrastructure Improved transportation modes & accessibility to commercial & service areas of the town

### What obstacles do you see to achieving this vision?

Financing & competing interests for land use & development Lack of affordable housing for needed labor forces.

### With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Problems: correcting the historical random development of the core area of the town between Sam Furr and Hambright Roads; the limitation on the expansion of existing roads; lack of projected development of town services for areas that need to be developed and expanded. With the proposed development & construction currently in progress, there needs to be an architectural awareness for maintaining an aesthetic profile befitting the history of the Charlotte, N.C. heritage.

---

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

John E. Passarelli

Signature Date\*

4/21/2023

# JOHN E. PASSARELLI

12503 LEVINS HALL ROAD  
HUNTERSVILLE, NORTH CAROLINA 28078

ADMITTED TO PRACTICE:  
WASHINGTON, D.C.  
ILLINOIS  
INDIANA  
FLORIDA

(847) 924-4696  
jeplaw@gmail.com

## General Resume

Illinois - ARDC (Attorney Registration & Disciplinary Commission) No. 3121653 (good standing)

Cook Co. Atty. No. 25200

Cook Co. Board of Tax Appeals 8782

DuPage Atty. No. 84495

|                                               |                       |          |
|-----------------------------------------------|-----------------------|----------|
| Supreme Court of Illinois                     | Admitted 11/03/78     | #3121653 |
| Supreme Court of Florida                      | Admitted 09/10/74     | #220388  |
| Supreme Court of Indiana                      | Admitted 09/22/71     | #5629-98 |
| D.C. Bar                                      | Admitted 04/11/72     | #96800   |
| Supreme Court of the United States of America | Admitted 10/07/74     |          |
| D.C. Court of Appeals                         | Admitted 09/13/73     |          |
| U.S. Ct. of Military App.                     | Admitted 10/02/73     |          |
| U.S. Court of Claims                          | Admitted 06/04/74     |          |
| U.S. Dist. Ct. D.C.                           | Admitted 07/26/72     |          |
| U.S. Dist. Ct. S.D. Ind.                      | Admitted 09/22/71     |          |
| U.S. Dist. Ct. M.D. Fla.                      | Admitted 12/10/76     |          |
| U.S. Dist. Ct. N.D. Ill.                      | Admitted 07/07/78     |          |
| Trial Bar                                     | Admitted 12/01/82     |          |
| U.S. Ct. of App., D.C.Cir.                    | Admitted 04/26/72     |          |
| U.S. Ct. of App., 5th Cir.                    | Admitted 12/13/76     |          |
| U.S. Ct. of App., 7th Cir.                    | Admitted 00/00/78     |          |
| U.S. Ct. of App., 11th Cir.                   | Admitted when created |          |

Federal Trade Commission - Bureau of Competition 1971 - 1975

Jim Walter Corporation - Director of Antitrust &  
Trade Regulation 1975-1978

Clausen, Miller, Gorman, Cafrey, & Witous 1978-1986

Private practice in Illinois 1986 - retired 2018

Member of Illinois State Bar Association 1978 - present ISBA #7308869 #23625

Finalist Candidate for U.S. Magistrate, N.D. Ill., E.D. 1975

Published "Commercial Bribery" - Chapter 8 in *Unfair Competition* IICLE 1979

Instructor of "Business Torts" at Harper College - Palatine, IL. 1988-90

General litigation and appellate practice



By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Mike

Last Name\*

Russell

Street Address (must be in Huntersville)\*

17443 Glassfield dr

Is this address in the ETJ?\*



No



Yes

Email Address\*

nukr88@gmail.com

Phone Number\*

7046619973

Occupation

Small Business Owner

Place of Employment

MFR Cleaning Services LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

Chairman LKN Chamber of Commerce. Chair of The Board of Trustee's Davidson UMC. Chairman YMCA Y-Guides Program. Precinct Judge for Meck County Board of Elections.

Areas of Expertise, Interests and Skills

Leadership, Project Management, Small Business Entrepreneurship.

Education

MBA (Marketing) BS Business Administration, Minor Economics U S Navy Navigator School U S Navy Steam Propulsion School

**Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.**

LKN Chamber of Commerce Board Member (6 years), YMCA Y-Guides Program Board of Advisors (5 years), Youth Basketball Coach (6 years), Classroom Central Volunteer (4 years), Davidson UMC Usher(10 years), Sunday School Teacher (3 years), Member of Finance Committee & Administrative Council & Board of Trustees (6 years)

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

**Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

Continued residential and commercial growth that will stress current infrastructure (roads, water, sewer & schools). A vibrant downtown area with a good mix of residential and destination retail / food / entertainment offerings. The challenge will be coordinating local, county & state agencies to provide the planning / resources / infrastructure to adequately service the growth.

**What obstacles do you see to achieving this vision?**

Money & politics.

**With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

Need to maintain a balance between residential and commercial development to have a diverse tax base and not overburden town services. A master infrastructure plan should be developed to help guide the deployment of resources from Charlotte Water and NCDOT. Radical out of the box thinking regarding fast tracking road projects needs to be explored. The town 15 years ago paid for the widening of Sam Furr and construction of the Sam Furr / 21 intersection and waited for NCDOT to reimburse so this project would be done sooner. I realize impact fees are not legal in NC however working with developers to help deliver infrastructure projects sooner and be reimbursed later should be pursued. I have called Huntersville home since February 1999 and am looking forward to what the next 24 years bring!

---

### Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

**Electronic Signature\***

Mike Russell

**Signature Date\***

5/22/2023

# Print

## Advisory Boards & Commissions Application - Submission #14436

Date Submitted: 5/19/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Scott

Last Name\*

Sittler

Street Address (must be in Huntersville)\*

15829 Lavenham Road

Is this address in the ETJ?\*



No



Yes

Email Address\*

scottsittler@gmail.com

Phone Number\*

704-907-6876

Occupation

Marketing

Place of Employment

Carry-On Trailer

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

none

Business and Civic Experience Related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

marketing, business, professional relationships



## Education

Bachelor's degree from Bowling Green State University Mini MBA in Marketing

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

member and volunteer at Christ Community Church member and volunteer with Charlotte Disc Golf Club

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Over that time Huntersville will need to balance growth and the small town/rural areas it's cultivated and promoted since I moved here in 1999. We need to plan for/develop infrastructure that supports the growth while maintaining a quality of life that our residents and citizens expect.

What obstacles do you see to achieving this vision?

The primary obstacle is what also drives people to develop Huntersville - it's a desired location. So the desirability of our location isn't diminished we'll need to balance planning with future projects and legacy upkeep. Ultimately the biggest obstacle is working alongside those with opposing views and visions yet finding common ground and collaboration.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

The patterns of our community have changed yet long-time residents still want to call this home. It seems that fast paced large development is clashing with a feeling of small town community.

---

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Electronic Signature\*

Scott Sittler

Signature Date\*

5/19/2023

# Print

## Advisory Boards & Commissions Application - Submission #14462

Date Submitted: 5/21/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Jamie

Last Name\*

Wideman

Street Address (must be in Huntersville)\*

17008 Knoxwood Dr

Is this address in the ETJ?\*



No



Yes

Email Address\*

jamielwideman@gmail.com

Phone Number\*

9807219981

Occupation

Human Resources Manager

Place of Employment

Peter-Lacke USA LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

I am part of the US leadership team for Peter-Lacke USA. I work in business planning, specifically personnel, and staff leadership. I work in conjunction with my colleagues in Germany, Mexico and China to establish and execute forward-thinking strategies that also keep the best interests of our employees in view. I am skilled at approaching projects and complications from a variety of perspectives, and problem-solving to find the best answer with the least negative impact for all.

Areas of Expertise, Interests and Skills

have worked in Human Resources and accounting for over 20 years. I am an NC native and understand the area, the changes that have taken place in the last several decades. My husband is a small business owner and wr are the parents to two teenagers, so I can understand the needs it different groups and how planning will impact a variety of demographics that make up our town.

Education

High School graduate. Some college. Currently enrolled at CPCC completing an AAS in Accounting

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

served as Charitable Events Manager (2 years) and Director of Human Resources (3 years) for The Mommies Network, a Charlotte-based national nonprofit. I have also served on the fundraising committee for Genesee County Humane Society (Michigan) and worked as an animal care volunteer and animal foster.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Personally, I would love to see the development slow down until the infrastructure is in place to support the growth. Note, I said slow down, not stop. I think the town needs to be more strategic in what development is allowed and what isnâ€™t. Housing is fine, but not high-end, high-density, unless the area can support it. We do a disservice to our residents by creating an environment where the small town feel is lost and replaced by it taking 45 to go 4 miles on Hwy 73.

What obstacles do you see to achieving this vision?

Our biggest obstacle is infrastructure and available land. While Huntersville was once a farming community, many of the large tracts have been developed. This has left smaller pockets of space, many surrounded by homes, which can create significant friction when commercial or HDR building is proposed. Development, especially without the infrastructure to support it, has a swift and reaching impact into the daily lives of residents. Balancing this is going to become more difficult as time progresses.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

As I mentioned above, I am not opposed to growth, but I believe in growth with a purpose. We need to listen to, and hear, the people who live here and why they love Huntersville. Those are the things we want to hang on to. I donâ€™t want to see our community become just another city that people canâ€™t wait to leave. â€œIf you build it, they will come.â€ That is very true. But what about the people who already live here? Are we doing whatâ€™s best for them?



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**Electronic Signature\***

Jamie L Wideman

**Signature Date\***

5/21/2023



# Print

## Advisory Boards & Commissions Application - Submission #14258

Date Submitted: 5/1/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Shannan

Last Name\*

Younger

Street Address (must be in Huntersville)\*

15336 Barnsbury Dr.

Is this address in the ETJ?\*



No



Yes

Email Address\*

shan910@gmail.com

Phone Number\*

7736104977

Occupation

Communications Consultant

Place of Employment

Self-employed as independent contractor working for several clients

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

15

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None



### Business and Civic Experience Related to this Advisory Board or Commission

I was an attorney for many years and spent most of my time as an appellate attorney at the State's Attorney's Office in Chicago, Illinois. The professional experience means I understand of the quasi-judicial manner in which proceedings are conducted and also gives me an appreciation for the importance of adhering to solely the facts and evidence presented to the Board. I also understand conflicts of interest and the importance of discretion and confidentiality and the limits on discussion of Board matters. When we moved to NC, I did not wish to retake the bar exam and have transitioned to communications work from home as an independent contractor working for clients both local and not. I feel serving in this role would be a good way to use my skills for the benefit of our community.

### Areas of Expertise, Interests and Skills

I am a critical thinker; I have strong verbal and written communication skills; I understand legal proceedings, statutes, ordinances, etc. I'm interested in urban planning generally and most specifically, in being of service to Huntersville at a time of incredible growth. I'm interested in GIS (and have used ESRI a bit in my work primarily through Storymaps) and appreciate the usage of it on the town website. I look forward to learning more about the town and the interesting people who call it home.

### Education

Notre Dame Law School, University of Notre Dame, Certificate in Nonprofit Management from Duke University (2021), Certificate in Project Management from Google

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

I have volunteered with Angels & Sparrows in Huntersville and Bags of Hope in Cornelius but serving as a Neighborhood Ambassador for Monteith Park. I also am a volunteer with the United Nations Foundation helping further the Sustainable Development Goals, and specifically with Shot@Life, a campaign of the UN Foundation devoted to increasing access to vaccines around the world.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I believe that Huntersville has an identity as town full of people who care - about their community, their neighbors, education, and the environment. My vision would be a town that features schools, recreational options, retail and

### What obstacles do you see to achieving this vision?

The fact that NCDOT has a lot of control over our roads and that we have other transportation issues that are beyond the town's control is a significant challenge. I also think that affordable housing is an issue in our community, as it is in most areas these days. People not taking the time to become informed, whether by doing research, reading plans, attending events, etc., and instead just reacting based on what they've heard or seen on social media is problematic.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I think that Huntersville needs to continue to grow and be open to new possibilities in a thoughtful, measured, and reasonable way. The town should not open the flood gates to uncontrolled, ill-conceived growth, nor should it be so committed to the status quo that it misses out on opportunities. I think that relying on our town planners who are experts in the area of urban development makes sense, and publicizing. I think taking advantage of the existing landscape by building on ways that we have, such as through expanding the greenways, makes a great deal of sense and I love the idea of positioning businesses to both promote and take advantage of traffic to them. I would love to see downtown more developed and more easily walkable. We have a rich history and development should honor that and preserve it when possible but also look at how to build upon that history in modern ways. I think making zoning decisions as transparent as possible and incorporating feedback from community members is very much in keeping with both best practices as well as the Huntersville ethos. Huntersville can learn from other communities while also maintaining its own sense of self, it does not need to try to be like any other town. I appreciate the blend of national and local retailers, restaurants, etc. It should proudly chart its own course, and that should be lead by facts and decision making using the best information available at the time.

Electronic Signature Agreement

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Electronic Signature\*

Shannan Younger

Signature Date\*

5/1/2023





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Which Advisory Board/Commission are you applying for?\*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Jack

Last Name\*

Zovistoski

Street Address (must be in Huntersville)\*

13021 Chopin Ridge rd

Is this address in the ETJ?\*



No



Yes

Email Address\*

jzovistoski@gmail.com

Phone Number\*

2022131771

Occupation

eCommerce Channel Manager

Place of Employment

Electrolux

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

I served as a stop-gap fill on the Greenway, Trail, and Bikeway Commission for 5 months in 2020. I also served as the Town of Huntersville representative and co-chair of the CATS TSAC for a full 3-year term.

Areas of Expertise, Interests and Skills

Project management, strategy, end to end delivery of complex solutions

Education

MBA; Kelley School of Business BS, Finance; Siena College

**Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.**

In addition to the board positions I have held for the community, I have a long history of engaging with the community I live in from my time as an Eagle Scout through today through employer-led service initiatives.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

**Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

In the next 10 to 15 years, my vision for Huntersville is that it will continue to be a vibrant and thriving community that attracts both businesses and residents. A key factor in shaping the growth of the community will be the development of a downtown area where people can live, work, and play. A developed downtown can provide a central gathering place for the community and serve as a hub for economic activity. It can also provide a sense of place and community identity, which is important for attracting new residents and businesses. However, it is important to manage growth in a responsible way that takes into account the needs and concerns of current residents. This may involve creating policies and regulations that balance development with environmental sustainability, traffic management, and affordable housing. Additionally, it is essential to provide the community with real input into how the town is shaped. This means creating opportunities for residents to participate in planning and decision-making processes that affect their quality of life. By fostering a culture of engagement and collaboration, the community can work together to create a vision for the future of Huntersville that reflects the values and aspirations of its residents.

**What obstacles do you see to achieving this vision?**

Several obstacles could stand in the way of achieving this vision for Huntersville in the next 10 to 15 years. One significant challenge is managing growth in a responsible way. As the population grows and new businesses move into the area, there may be pressure to prioritize development over environmental concerns or the needs of existing residents. Balancing the interests of different stakeholders and ensuring that growth is sustainable and equitable can be a difficult task. Another obstacle is ensuring that the development of a downtown area is inclusive and benefits the entire community. There may be concerns about gentrification, displacement of low-income residents, and the loss of community character. It is important to involve residents in the planning process and prioritize the creation of affordable housing and community spaces to ensure that the downtown area is accessible and welcoming to all. Finally, ensuring that residents have a real say in shaping the town requires ongoing effort and commitment from local government and community organizations. It can be challenging to create meaningful opportunities for engagement and ensure that diverse voices are heard. Building trust between residents and local government, providing accessible channels for feedback, and following through on community priorities are all critical to achieving this goal.

**With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

With rapid development occurring in Huntersville and the surrounding area, there are several problems that may arise from this growth: Traffic congestion: As more people move to the area and new businesses are developed, there may be an increase in traffic congestion. This can cause delays, frustration, and reduced quality of life for residents. Housing affordability: Rapid development can lead to an increase in housing costs, making it more difficult for lower-income residents to afford to live in the area. This can result in displacement, reduced diversity, and loss of community character. Environmental concerns: Rapid development can put a strain on natural resources, leading to air and water pollution, habitat loss, and other environmental concerns. This can affect the health and quality of life of residents, as well as the long-term sustainability of the community. Strain on public services: As the population grows, there may be increased demand for public services such as schools, healthcare, and emergency services. This can put a strain on resources and lead to longer wait times or reduced quality of services. Loss of community character: Rapid development can change the character of a community, leading to a loss of local history and culture. This can result in a sense of disconnection and loss of community identity. Overall, while rapid development can bring economic benefits and new opportunities to a community, it is important to carefully consider and address the potential problems that may arise. This requires a thoughtful and collaborative approach that involves residents, local government, and other stakeholders in planning and decision-making processes.

---

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**Electronic Signature\***

Jack Zovistoski

**Signature Date\***

5/25/2023





**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Catherine Cook, Administrative Assistant

**Date:** June 20, 2023

**Subject:** Planning Board Appointments

---

**EXPLAIN REQUEST:**

Three board seats filled by Christopher Boyd, Stephen Swanick and Jodi Wright as regular seated members have terms expiring June 30, 2023. Christopher Boyd and Jodi Wright have confirmed they would like to be considered for reappointment and are eligible for additional terms. Stephen Swanick is not eligible for an additional term.

**ACTION RECOMMENDED:**

Appoint Members

**FINANCIAL IMPLICATIONS:**

N/A

**ATTACHMENTS:**

1. Planning Board - Current Members & Applicants
2. Planning Board - Attendance 2022-2023
3. Planning Board - Applicants Map
4. Planning Board - Applications

# Planning Board

## CURRENT MEMBERS

| Name                     | Position   | Term Exp           | Alternative Term Start |        |        | Regular Term Start |           |           |        |
|--------------------------|------------|--------------------|------------------------|--------|--------|--------------------|-----------|-----------|--------|
|                          |            |                    | Partial                | Term 1 | Term 2 | Partial            | Term 1    | Term 2    | Term 3 |
| <b>Baber, Greg</b>       |            | <b>6/30/2025</b>   |                        |        |        |                    | 6/3/2019  | 6/21/2022 |        |
| <b>Boyd, Christopher</b> |            | <b>* 6/30/2023</b> |                        |        |        |                    | 6/15/2020 |           |        |
| <b>Gammon, Frank</b>     | Vice-Chair | <b>6/30/2024</b>   |                        |        |        |                    | 7/16/2018 | 6/7/2021  |        |
| <b>Hensley, Scott</b>    | ETJ Member | <b>6/30/2024</b>   |                        |        |        | 12/17/2018         | 6/7/2021  |           |        |
| <b>Henson, Jay</b>       |            | <b>6/30/2024</b>   |                        |        |        | 2/21/2022          |           |           |        |
| <b>Loomis, Trina</b>     |            | <b>6/30/2025</b>   |                        |        |        | 11/15/2021         |           | 6/21/2022 |        |
| <b>Sny, Jeff</b>         | Chair      | <b>6/30/2025</b>   |                        |        |        | 3/4/2019           | 6/3/2019  | 6/21/2022 |        |
| <b>Swanick, Stephen</b>  |            | <b>* 6/30/2023</b> |                        |        |        | 6/1/2015           | 6/5/2017  | 6/15/2020 |        |
| <b>Wright, Jodi</b>      |            | <b>* 6/30/2023</b> |                        |        |        | 11/15/2021         |           |           |        |

## APPLICANTS

| Name                      | Current Board Assignment?         | Email                          | App Date  | Still Interested (Date & Notes)?        |
|---------------------------|-----------------------------------|--------------------------------|-----------|-----------------------------------------|
| <b>Boyd, Christopher</b>  | 6/30/2023 - Planning Board        | cbpack51@yahoo.com             | 3/28/2023 | 4/21/2023 Board of Adj application also |
| <b>Buckley, Patrick</b>   | No                                | pcbuckley1215@gmail.com        | 5/23/2023 | 6/1/2023 Board of Adj application also  |
| <b>Chiesa, Tige</b>       | 12/31/2024 - Parks and Recreation | tjc7mgmt@gmail.com             | 6/4/2023  | 6/4/2023                                |
| <b>Clark, Christy</b>     | No                                | christyuclark@gmail.com        | 6/5/2023  | 6/5/2023                                |
| <b>Dunn, Weslie</b>       | No                                | Weslie.jarvis@gmail.com        | 5/1/2023  | 5/1/2023                                |
| <b>Flowers, Vincent</b>   | No                                | vinnyvinny68@yahoo.com         | 1/26/2022 | 5/30/2023                               |
| <b>Ford, Courtney</b>     | No                                | fordc99@gmail.com              | 6/1/2023  | 6/1/2023                                |
| <b>Haigler, William</b>   | No                                | william@uncommongroundslkn.com | 1/27/2022 | 5/4/2023                                |
| <b>Hallman, Lee</b>       | No                                | hallmans@roadrunner.com        | 5/31/2021 | 4/22/2023                               |
| <b>Harris, Ralph Gray</b> | No                                | gray@3dfxsolutions.com         | 5/20/2023 | 5/20/2023                               |
| <b>Hinson, Scott</b>      | No                                | schinson67@gmail.com           | 4/28/2023 | 4/28/2023                               |
| <b>Horn, James</b>        | No                                | gracefibers@hotmail.com        | 5/20/2021 | 5/4/2023                                |
| <b>Johnson, David</b>     | No                                | davidejohnsonpe@gmail.com      | 5/10/2023 | 5/10/2023 Board of Adj application also |
| <b>McLamb, Jennifer</b>   | No                                | jen.munn@gmail.com             | 5/2/2023  | 5/2/2023 Board of Adj application also  |
| <b>Mewborn, Stephen</b>   | No                                | smewborn@pfes.com              | 5/27/2023 | 5/27/2023                               |

\* Board term expires within 6 months

Tuesday, June 13, 2023



# Planning Board

## APPLICANTS

| Name                      | Current Board Assignment?       | Email                            | App Date  | Still Interested (Date & Notes)?        |
|---------------------------|---------------------------------|----------------------------------|-----------|-----------------------------------------|
| <b>O'Neill, John</b>      | No                              | oneilljm6@gmail.com              | 9/14/2021 | 5/19/2023                               |
| <b>Osborne, Donna</b>     | No                              | Ozmo1@bellsouth.net              | 5/7/2023  | 5/7/2023 Board of Adj application also  |
| <b>Price, Christopher</b> | 6/30/2025 - Board of Adjustment | cprice8889@gmail.com             | 5/4/2021  | 5/3/2023 would resign from Board of Adj |
| <b>Ray, Michael</b>       | No                              | Mray783@gmail.com                | 5/7/2023  | 5/7/2023                                |
| <b>Ringel, Dina</b>       | No                              | Dc441@hotmail.com                | 5/24/2021 | 4/21/2023                               |
| <b>Russell, Mike</b>      | No                              | nukr88@gmail.com                 | 2/7/2022  | 4/23/2023 Board of Adj application also |
| <b>Schneider, Aaron</b>   | No                              | aaronalan86@gmail.com            | 5/19/2023 | 5/19/2023                               |
| <b>Sittler, Scott</b>     | No                              | scottsittler@gmail.com           | 5/1/2023  | 5/1/2023 Board of Adj application also  |
| <b>Snevel, Janell</b>     | No                              | janell@candoraandcorealty.com    | 6/5/2023  | 6/5/2023                                |
| <b>Spencer, Michael</b>   | No                              | mm.spencer@outlook.com           | 2/28/2023 | 4/21/2023                               |
| <b>Thomas, Patrick</b>    | No                              | patrick.thomas1974@icloud.com    | 11/8/2021 | 4/25/2023                               |
| <b>Walter, Tracey</b>     | No                              | tawalter3@gmail.com              | 2/1/2022  | 4/21/2023                               |
| <b>Wideman, Jamie</b>     | No                              | jamielwideman@gmail.com          | 5/3/2023  | 5/3/2023 Board of Adj application also  |
| <b>Wright, Jodi</b>       | 6/30/2023 - Planning Board      | contact@savorymomentsgourmet.com | 4/5/2023  | 4/21/2023                               |
| <b>Zovistoski, Jack</b>   | No                              | jzovistoski@gmail.com            | 5/4/2023  | 5/4/2023 Board of Adj application also  |

30 Applicants

**Planning Board Attendance – Regular Meetings  
2022-23**

| Name             | July<br>2022 | Aug | Sept | Oct | Nov | Dec | Jan.<br>2023 | Feb<br>1 | Feb 28 | March | Apr | May | June |
|------------------|--------------|-----|------|-----|-----|-----|--------------|----------|--------|-------|-----|-----|------|
| Baber, Greg      | X            | X   | X    | A   | -   | -   | X            | X        | X      | X     | X   | X   |      |
| Boyd, Chris      | X            | X   | X    | X   | -   | -   | X            | X        | X      | X     | X   | X   |      |
| Gammon, Frank    | X            | X   | X    | X   | -   | -   | X            | X        | X      | X     | X   | X   |      |
| Hensley, Scott   | X            | X   | X    | X   | -   | -   | X            | X        | A      | X     | X   | X   |      |
| Henson, Jay      | X            | X   | X    | A   | -   | -   | X            | X        | X      | X     | X   | X   |      |
| Loomis, Trina    | X            | X   | X    | X   | -   | -   | X            | X        | X      | X     | A   | X   |      |
| Sny, Jeff        | X            | X   | X    | X   | -   | -   | X            | X        | X      | X     | X   | X   |      |
| Swanick, Stephen | X            | X   | X    | X   | -   | -   | X            | X        | X      | X     | X   | X   |      |
| Wright, Jodi     | X            | X   | X    | X   | -   | -   | X            | X        | X      | X     | X   | X   |      |

X = Present

A = Absent

Planning Board Applicants

June 13, 2023

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Applicants

Corporate Limit

ETJ

This map displays the locations of Planning Board Applicants as of June 13, 2023. The map area is divided into three main regions: a yellow-shaded 'Corporate Limit' area, a green-shaded 'ETJ' (Extra-Territorial Jurisdiction) area, and a blue-outlined area representing the overall planning region. A thick blue line delineates the boundary of the planning region. A red dashed line indicates the boundary between the Corporate Limit and the ETJ. A network of roads is shown, including major highways like US-73 and I-77, and local roads such as Mayes, Stumptown, Hambright, McCoy, Beatties Ford, Mt Holly, Huntersville, Eastfield, and Poplar Tent. Numerous applicant locations are marked with red dots and labeled with their names. The map also shows a north arrow and a scale bar indicating distances up to 1 mile.

| Applicant Name | Location (Approximate)       |
|----------------|------------------------------|
| Boyd           | West of the map, near US-73  |
| Clark          | West of the map, near US-73  |
| Price          | West of the map, near US-73  |
| Walter         | West of the map, near US-73  |
| Horn           | North of the map, near US-73 |
| Spencer        | North of the map, near US-73 |
| Mewborn        | North of the map, near US-73 |
| Johnson        | North of the map, near US-73 |
| Russell        | North of the map, near US-73 |
| Ringel         | North of the map, near US-73 |
| Wideman        | North of the map, near US-73 |
| Ford           | North of the map, near US-73 |
| Wright         | North of the map, near US-73 |
| Hallman        | North of the map, near US-73 |
| Snevel         | North of the map, near US-73 |
| Buckley        | North of the map, near US-73 |
| Flowers        | North of the map, near US-73 |
| Ray            | North of the map, near US-73 |
| Thomas         | North of the map, near US-73 |
| Zovistoski     | North of the map, near US-73 |
| O'Neil         | North of the map, near US-73 |
| Harris         | North of the map, near US-73 |
| Dunn           | North of the map, near US-73 |
| Chiesa         | North of the map, near US-73 |
| McLamb         | North of the map, near US-73 |
| Haigler        | North of the map, near US-73 |
| Schneider      | North of the map, near US-73 |
| Sittler        | North of the map, near US-73 |
| Mayes          | North of the map, near US-73 |

Path: M:\PLANNING\Arcview Projects\Planning Department Maps\Board Applicant Maps\Planning Board Applicants June 2023.mxd



Print

Planning Board Application - Submission #13929

Date Submitted: 3/28/2023

Notification for Service for the Town of Huntersville Planning Board

|                                                                                                                                    |                                  |
|------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>Name</b>                                                                                                                        | <b>Home Phone</b>                |
| Christopher Boyd                                                                                                                   |                                  |
| <b>Home Address</b>                                                                                                                | <b>Cell Phone</b>                |
| 15822 Bayshore Dr.                                                                                                                 | 3366821721                       |
| <b>Do You Reside in the Town Limits?</b>                                                                                           | <b>Do You Reside in the ETJ?</b> |
| Yes                                                                                                                                |                                  |
| <b>Present Occupation</b>                                                                                                          | <b>Work Phone</b>                |
| Preconstruction Services Manager                                                                                                   | 7043481304                       |
| <b>Place of Employment</b>                                                                                                         | <b>Email Address</b>             |
| Crowder Construction Company                                                                                                       | cbpack51@yahoo.com               |
| <b>Approximate Hours Available Per Month for Serving on Advisory Board</b>                                                         |                                  |
| 10                                                                                                                                 |                                  |
| <b>Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:</b>                                       |                                  |
| Planning Board Current Term Ends 06/2023                                                                                           |                                  |
| Include Expiration Date                                                                                                            |                                  |
| <b>Education</b>                                                                                                                   |                                  |
| BS in Construction Engineering and Management - North Carolina State Univ. 2004 MS in Business Administration - UNC Charlotte 2010 |                                  |

## Business and Civic Experience

Civil Experience SCDOT CAGC Design-Build Committee Member Jan 2022 - Present Â· 1 yr 3 mos TOH Planning Board Member Jul 2020 - Present Â· 2 yrs 9 mos TOH Greenway, Trail, and Bike Commission Board Member Aug 2018 - Jun 2020 Â· 1 yr 11 mos SCDOT CAGC Bridge Committee Member and Co-Chair May 2017 - Dec 2021 Â· 4 yrs 8 mos Certifications NC and SC Licensed Professional Engineer NC, SC, VA, and GA Licensed General Contractor DBIA Design-Build Professional Certification Business Experience Division Preconstruction Services/Estimating Manager Oct 2017 - Present Â· 5 yrs 6 mos Charlotte, North Carolina Area Lead a team of estimators in bidding heavy civil projects up to \$130 million in size including, dams, tunnels, deep shoring, with a large emphasis on DOT bridge projects. Review DOT lettings list as well as other business opportunity websites for projects that fit within our business plan. Set up projects in HCSS Heavy Bid, review quantity take-offs done by the team, receive and evaluate subcontractor proposals. Build preliminary schedules in Primavera to evaluate project duration for project overhead and possible damages. Sr. Project Manager Jul 2015 - Oct 2017 Â· 2 yrs 4 mos Charlotte, North Carolina Area Managed multiple project managers, on projects ranging from \$2 to \$25 million in size. Assisting managers in creating project schedules, as well as building project budgets. Also reviewed subcontracts, large purchase orders, and integral submittals. Project Manager Dec 2013 - Jul 2015 Â· 1 yr 8 mos Charlotte, North Carolina Area Managing SCDOT bridge project \$35 million in size. Creating and updating project schedules. Created and forecast budget monthly. Negotiating and writing subcontracts. Managing submittals; distributing them to the owner, design firms, and field personnel. Pricing materials, writing purchase orders, and releasing materials for projects. Assistant Project Manager Jan 2012 - Dec 2013 Â· 2 yrs Charlotte, North Carolina Area Managing private heavy civil power generation project \$5 million in size. Creating and updating project schedules. Created and forecast budget monthly. Produced weekly billings to the owner, and conducted weekly progress meetings with owner's reps and engineering firms. Negotiating and writing subcontracts. Managing submittals and O & M manuals; distributing them to the owner, design firms, and field personnel. Pricing materials, writing purchase orders, and releasing for projects. Heavy Civil Estimator Feb 2009 - Jan 2012 Â· 3 yrs Charlotte, North Carolina Area Estimated various heavy civil projects including, dams, steam tunnels, intakes, and pump stations; with a large emphasis on NCDOT and SCDOT bridge projects. Estimating areas of expertise include cast-in-place (Division 3) concrete, metals (Division 5), and pile driving, with some experience in architectural (Divisions 6 & 9) and mechanical (Division 15). Performed quantity take-offs, received material and subcontractor pricing, and built preliminary schedules in Primavera to evaluate project duration for overhead and possible damages. Project Engineer Mar 2007 - Feb 2009 Â· 2 yrs Charlotte, North Carolina Area Public heavy civil projects varying from \$4 million to \$10 million, including paper plant improvements, dams, steam tunnels; performing day-to-day office operations. Creating project schedules and budgets, reviewing and implementing value engineering and creating and evaluating cost analysis and negotiating and writing subcontracts. Managing submittals and O & M manuals; distributing them to municipalities, design firms, and field personnel. Creating field use coordination drawings on AutoCAD for field personnel. Executing take-offs on materials, as well as the pricing, buying, and releasing of the materials for projects. Project Engineer May 2004 - Mar 2007 Â· 2 yrs 11 mos Raleigh-Durham, North Carolina Area Civil and Environmental projects, mostly wastewater varying from \$2 million to \$68 million performing day-to-day office operations. Creating budgets, reviewing, and implementing value engineering and creating cost analysis, and negotiating and writing subcontracts. Managing submittals and O & M manuals; distributing them to municipalities, design firms, and field personnel. Creating field use coordination drawings on AutoCAD for field personnel. Executing take-offs on materials, as well as the pricing, buying, and releasing of the materials for projects.

## Areas of Expertise and Interests / Skills

Areas of expertise include construction project management, estimating, and proposal development. A strong background in heavy civil (bridges, dams, concrete foundations, utility infrastructure, and treatment plants) projects. Interest in town planning and proper town growth. Skills: Heavy Civil, Material and Subcontractor Procurement, Scheduling, Value Engineering, Drafting

**I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.**

## Signature of Applicant

Christopher Boyd

Please type your name to agree to the terms and conditions of this form.

## Date

3/28/2023

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Over the last 5 years, I have volunteered with the Town of Huntersville, first as a member of the Greenway, Trail, and Bike Commission for nearly 2 years, before transitioning over to the Town of Huntersville Planning Board of which I have been a part of for almost 3 years. In addition to the town, I am on a Design-Build Alternate Delivery Board for the SCDOT, via the Carolinas AGC. Where we help guide the SCDOT to make the Design-Build process better. Also within the AGC, I am an active member in the Young Leader sub-group (45 and under) having served on multiple panel discussions. Non-business related I get to coach both of my daughters' softball teams (8U and 10U) via Lake Norman Little League. And in addition to softball, I have been called on to help a fellow church family teach Cub Scout Pack 173 (Mooresville, NC) a few things from my current career and my Eagle Scout Days.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for Huntersville over the next 10 to 15 years, is continued slow growth around our activity centers as seen in the 2040 plan, with little to no development in the rural areas of Huntersville. I am excited to see the transition in downtown Huntersville, with continued development with mid-sized residential options, bringing more restaurants and things to do, as seen in the Downtown Huntersville plan.

3. What obstacles do you see to achieving this vision?

I think the biggest hurdle is getting engaged with the NCDOT, and getting the road network where it needs to be for our continued growth as a town. Alternate routes (Cut throughs) additional turn lanes, and any small things we can do ourselves to elevate the traffic that a lot of our citizens see as our number one issue. This also includes containing our network of greenways and giving people alternate means of getting to said activity centers.

4. What special opportunities could be used to achieve your vision?

I believe we need to continue to leverage grants and look for design opportunities, so we can have turn lanes and greenways ready to be built as construction funds become available; whether those be from the town, DOT, or the county.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I think most of our problems are with respect to infrastructure, roads in particular. I would like to see projects slated by the NCDOT progressed and move up the list. Another item is making Huntersville affordable to live, I think it is getting very expensive because it is such a desirable place to live, but we need to have options for all walks of life.

Other Comments:

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town’s advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:  
TOWN OF HUNTERSVILLE  
ATTN: Tracy Barron  
P.O. BOX 664  
HUNTERSVILLE, NC 28070



**Contact**

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

**Thank you for completing the application and questionnaire.**

# Print

## Advisory Boards & Commissions Application - Submission #14563

Date Submitted: 6/1/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Patrick

Last Name\*

Buckley

Street Address (must be in Huntersville)\*

11724 Banter Ln

Is this address in the ETJ?\*



No



Yes

Email Address\*

pcbuckley1215@gmail.com

Phone Number\*

7043328184

Occupation

Project Manager

Place of Employment

Crowder Construction Company

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

Project Manger for a construction company. Experienced in all aspects of project management from budgets, forecasting, scheduling, planning, contract negotiation etc. Many years of experience working with DOTs to construct roads, bridges, and other infrastructure projects such as waste water plants and gravity sewer project.

### Areas of Expertise, Interests and Skills

Heavy Civil construction and project management. Interested in construction, kids sports, local activities and family.

### Education

Bachelors in Business from NC State

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

I am active in the community service my work is involved with, heart association and JDRE. I also headed up a "75 acts of kindness" through my job for our 75th anniversary where we as a company did 75 acts of kindness through out our communities. We did food drives, steam clean ups, book drives, Alexander youth network athletic gear donations.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I have a young family (son 8, daughter 5) and I want them to grow up and live in a stable community that has measured and thoughtful growth that gives our family opportunities to live in and participate in a community. I believe Huntersville will continue to be a area people want to move to and the housing and infrastructure need to be set-up to handle the influx of people.

### What obstacles do you see to achieving this vision?

The town doesn't own or maintain a lot of our major roads that limit traffic flow throughout our community. Aligning the Town's vision with that of the major land owners and developers.

### With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I think our community needs to be welcoming of change and new members of our community. But we also need to look out for the pockets of our town that have been in place since before our current growth and look to incorporate them into the planning and success of the Town's future. I also feel the schools are constantly an issue with over crowding and we need considerations from CMS with our schools and their future needs.

---

### Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.



Electronic Signature\*

Patrick Buckley

Signature Date\*

6/1/2023



**Print**

## **Advisory Boards & Commissions Application - Submission #14591**

**Date Submitted: 6/4/2023**

**By submitting this application you agree to the following:**

- 1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.**
- 2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.**

**Which Advisory Board/Commission are you applying for?\***

Planning Board ▼

Please note: You might see different questions based on your selection

**Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:**

[Advisory Boards & Commissions](#)

**First Name\***

Tige

**Last Name\***

Chiesa

**Street Address (must be in Huntersville)\***

12204 Kane Alexander Dr Huntersville NC 28078

**Is this address in the ETJ?\***

☒ No

☐ Yes

**Email Address\***

tjc7mgmt@gmail.com

**Phone Number\***

7045780974

**Occupation**

Senior Lead Business Execution Consultant

**Place of Employment**

Wells Fargo Bank, N. A.

**Approx. Hours You Could Dedicate to this Board/Commission (per month):\***

10

**List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):**

Parks and Recreational Commission - 2022 - 2024

**Business and Civic Experience Related to this Advisory Board or Commission**

- \* Parks and Recreational Commission - 2022 - 2024
- \* Northstone Homeowners Association Board - 2023 - 2026
- \* Currently Co-Chair of Veterans Employee Resource Network - 2015 - Present
- \* Charlotte Youth Hockey Association Board - 1995- 1999



### Areas of Expertise, Interests and Skills

- \* Analytic/Strategic Thinking
- \* Community Engagement to critical to providing a safe environment for all
- \* Improving community services
- \* Participate in creating the solution
- \* Participate in creating Strategic 2024 Plan with slow community growth
- \* Mentoring veterans as they transition from military structure back to civilian life
- \* Volunteering within the community to assist Non-Profit organizations

### Education

BS in Finance  
Huntersville 101 - completed in 1H23

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

- \* Completed the Huntersville 101 sessions during 1H23
- \* Currently a member of the Parks and Recreational Commission since 2022
- \* Currently a member of the Northstone HOA since Feb '23 - 3 year term
- \* HYAA Coach for 8 - 9 year this Spring of '23
- \* Served as Commissioner of North Meck Babe Ruth League from 2017 - 2021
- \* Charlotte Youth Hockey Association Board - 1995- 1999

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**

- ☒ Yes
- ☐ No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Create an atmosphere within the community that provides opportunities to walk/ride/run/socialize outside as these types of activities unite our community while improving wellness for all

- \* Social interaction opportunities (small micro-breweries is an example)
- \* Small business opportunities for all
- \* Wellness opportunities for all
- \* Leverage Co-Sponsorship opportunities
- \* Leverage local/state grants to rebuild the infrastructure

### What obstacles do you see to achieving this vision?

- \* Education the Town of Huntersville community regarding the NC Charters requirements
- \* Capital Expenditures limitations - steady growth
- \* Maintaining the local communities heritages where possible
- \* Collaborating with the Town of Huntersville Council members to ensure similar vision

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

- \* Gathering community input and communicating the rationale for selecting specific solutions as not everyone will agree with the solution - transparent communication is critical
- \* Continue leveraging Town meeting every other Monday - great interactions
- \* Would love to leverage Historical funding process to obtain funds to remodel the businesses on Main Street

---

### Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

Tige J Chiesa

Signature Date\*

6/4/2023





**Print**

## **Advisory Boards & Commissions Application - Submission #14600**

**Date Submitted: 6/5/2023**

**By submitting this application you agree to the following:**

- 1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.**
- 2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.**

**Which Advisory Board/Commission are you applying for?\***

Planning Board ▼

Please note: You might see different questions based on your selection

**Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:**

[Advisory Boards & Commissions](#)

**First Name\***

Christy

**Last Name\***

Clark

**Street Address (must be in Huntersville)\***

3902 Conner Glenn Drive

**Is this address in the ETJ?\***

☒ No

☐ Yes

**Email Address\***

christyuclark@gmail.com

**Phone Number\***

980-428-1081

**Occupation**

Guest Teacher

**Place of Employment**

CMS

**Approx. Hours You Could Dedicate to this Board/Commission (per month):\***

12

**List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):**

N/A

**Business and Civic Experience Related to this Advisory Board or Commission**

Former State Legislator, HOA Vice President, Huntersville 101 Graduate

### Areas of Expertise, Interests and Skills

Quality Assurance, Microsoft Office, Social Media, Public Speaking, Public service

### Education

BA, English Roanoke College. Paralegal Certificate, Duke University

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Volunteer for my community HOA, Moms Demand Action Leader for 5 years, PTA volunteer,

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**

☐ Yes

☐ No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

As Huntersville continues to grow, we need to keep the focus on ensuring that the livability of the town is maintained as much as possible. Creating spaces for community to grow should be a priority. Ensuring our historic neighborhoods are maintained and allowed to flourish.

### What obstacles do you see to achieving this vision?

Lack of funding at NCDOT; preemption laws made by the NCGA.

### With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Continued focus on alternate ways of transportation should be priority. Continued focus on protecting our historic areas of the town should be a priority.

---

### Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

Christy Clark

Signature Date\*

6/5/2023





By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Weslie

Last Name\*

Dunn

Street Address (must be in Huntersville)\*

15009 Parsons Ridge Ln

Is this address in the ETJ?\*



No



Yes

Email Address\*

Weslie.jarvis@gmail.com

Phone Number\*

7047246930

Occupation

Administration Manager

Place of Employment

Peak Financial Group

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

5

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

Communications, Organizational skills, interested in city planning & development, thinking outside the box, creative solutions, budgeting, writing, data analysis

Education

Bachelors Degree Communications: Journalism

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Various community service projects at my church

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Huntersville has the potential to be a destination small town, but it needs better infrastructure to mediate traffic, better restaurants, shops, & atmosphere could be improved. My vision is to make it like downtown Roswell Georgia. A quaint small town that has some of the best restaurants in the state. Street lined with beautiful landscaping & hanging lights. A place people can walk safely & come to for an enjoyable evening or weekend. Live music, classy, memorable. That's my vision for downtown Huntersville.

What obstacles do you see to achieving this vision?

None, I think this vision can be achieved with a little landscaping, curb appeal, & bringing in better restaurants.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

We need to keep the small town feel, but have a better atmosphere in the downtown. You do that with curb appeal & better businesses. You also improve roads & sidewalks for better accessibility to the downtown area. There are many neighborhoods within walking distance, these people just need a safe way to walk there.

Electronic Signature Agreement

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- 3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

Weslie Dunn

Signature Date\*

5/1/2023



# Print

## Planning Board Application - Submission #10236

Date Submitted: 1/26/2022

Notification for Service for the Town of Huntersville Planning Board

### Name

Vincent Flowers

### Home Phone

6789147995

### Home Address

12605 Forrester Avenue

### Cell Phone

### Do You Reside in the Town Limits?

Huntersville

### Do You Reside in the ETJ?

N/A

### Present Occupation

Retired

### Work Phone

6789147995

### Place of Employment

N/A

### Email Address

ltzmetrina@yahoo.com

### Approximate Hours Available Per Month for Serving on Advisory Board

4-8 or what ever is responsible.

### Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

N/A

Include Expiration Date

### Education

Associates

### Business and Civic Experience

20+ years of business

### Areas of Expertise and Interests / Skills

Community unity.

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

**Signature of Applicant**

**Date**

Vincent Flowers

1/26/2022

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

**Overview**

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

**1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.**

During my military service I was responsible for communicating with all newly assigned sailors the workings of the electrical department onboard our ship. Doing inspections throughout the ship making sure that everyone was safe and abiding by the rules there was no one left out everybody mattered.

**2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

I envision a community that is thriving and growing together there is a way that we can move forward to a bigger better Huntersville with everyone benefiting as former president George Bush put it no person left behind.

**3. What obstacles do you see to achieving this vision?**

The only obstacle is whether we value money over people.

**4. What special opportunities could be used to achieve your vision?**

I think we could actually learn from our residents in our community we can grow together this can be the safest community to live in in the state, we are in a prime location so we as a community can maximize our position and grow together.

**5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

I, like everyone in our town love the growth but the most important thing to me are the residents of Huntersville it's no longer that farming land up i77 its prime real estate but just because its prime real estate doesn't mean that it has to lose its small town feeling we can grow and keep everyone in Huntersville that wants to be a part of the amazing lifestyle that is offered here.

**Other Comments:**

I'm just happy to be a citizen in the great town of Huntersville. Let's grow together.

# Print

## Advisory Boards & Commissions Application - Submission #14567

Date Submitted: 6/1/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Courtney

Last Name\*

Ford

Street Address (must be in Huntersville)\*

9818 Vixen Lane, VIXEN LN

Is this address in the ETJ?\*



No



Yes

Email Address\*

fordc99@gmail.com

Phone Number\*

7046224637

Occupation

General Manager

Place of Employment

NorthStone Country Club

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

25

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

Managed/Operated 1,250 member club for 12 years. Planned, built and operate several large amenities at the club over my 19 years of employment there. Successfully doubled the size of the business in less than 10 years.



### Areas of Expertise, Interests and Skills

Management, Interpersonal skills, Fact based decision making, team building, visionary leader. Interests include the arts, sports & recreation, business development. 25-year resident that is passionate about planned growth. Skills-lead by example, active listener, build consensus. Skills-financial leadership, teaching, accountability, delegation/follow through, easily approachable.

### Education

Graduate of Ferris State University-Marketing/Professional Golf Management. Quarter Century member of the PGA of America. Club Managers Association of America member.

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Donate time to Habitat for Humanity, DUMC, Ada Jenkins. Host numerous charity events (NFL Shriners Hospital / Rally for a Cure among others) at Northstone to help raise money for local/national charities.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Tight, planned lower density/higher value growth with smart commercial projects that benefit the community without losing the small town feel of Huntersville. Factors: Infrastructure & Accessibility (water, sewer, power, roads). State transportation plans throughout Huntersville.

### What obstacles do you see to achieving this vision?

Record interest in developing in Huntersville leading to rushed decisions on chasing tax dollars for improved amenities in the town.

### With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Disjointed balance between residential and commercial development, particularly on major arteries like 115, 21, 73. More intentional planning. Questions regarding vision of development on east side of 115 and west side of 21. Elevate & improve downtown into a more friendly & inviting area. Great start to that so far but a long way to go. Huntersville has such a mix of residents, like rolling residents of Davidson, Cornelius and Denver all into one town. Would love to see a laid back, relaxing approach to downtown. Long term vision of what the area from 115 to 21 and south of town roundabout to north of town roundabout is going to look like.

---

### Electronic Signature Agreement

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**Electronic Signature\***

Courtney W Ford

**Signature Date\***

6/1/2023





# Print

## Planning Board Application - Submission #10244

Date Submitted: 1/27/2022

Notification for Service for the Town of Huntersville Planning Board

### Name

William Haigler

### Home Phone

7045725586

### Home Address

11920 McCord Rd. Huntersville, NC 28078

### Cell Phone

### Do You Reside in the Town Limits?

Yes

### Do You Reside in the ETJ?

### Present Occupation

Landscaper

### Work Phone

### Place of Employment

Uncommon Grounds Landscaping

### Email Address

william@uncommongroundsllkn.com

### Approximate Hours Available Per Month for Serving on Advisory Board

12-15 - more where necessary

### Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

n/a

Include Expiration Date

### Education

BS Agricultural Science / Biological and Agricultural Engineering - NC State University - 2012

### Business and Civic Experience

Owner - Uncommon Grounds Landscaping, LLC - based in Huntersville, NC NC Licensed Landscape Contractor, NC Licensed Irrigation Contractor, International Society of Arboriculture Certified Arborist, Certified Stormwater / Erosion Control Inspector, Licensed NC Real Estate Agent Past Member / Lieutenant - North Meck Volunteer Rescue Squad - 2011-2017 Huntersville Native Graduate of North Mecklenburg High School - 2009

## Areas of Expertise and Interests / Skills

-Involved in numerous contracts with City of Charlotte Landscape Management - passionate about the care and preservation of the Urban Landscape -Charlotte Mecklenburg Stormwater Division contractor - clean water initiative, water quality contractor, well versed in the care and implementation of Stormwater Control Measures -Previously served on new development architectural review boards with a green industry perspective

**I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.**

## Signature of Applicant

## Date

William M. Haigler

1/27/2022

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

## Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

## 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

- Member/Lieutenant - North Mecklenburg Volunteer Rescue Squad - 2011-2017 - Volunteer/Paid Part Time Rescue Technician, Building Lieutenant - FF/EMT - Davidson Fire Department - 2012-2016 - Volunteer / Paid Part Time Firefighter/EMT - First Baptist Church, Huntersville - 1991-2014 - served and volunteered in numerous aspects of the church - missions, facilities maintenance, outreach groups, Lydia's Loft Clothing Closet, Inception and implementation of community garden to benefit Angels and Sparrows Soup Kitchen - New Development Architectural Review Boards - served with developers and HOA staff to provide a green industry perspective for new construction under architectural review to meet and exceed CCR's - Stumptown Tractor Club, Huntersville, NC - various philanthropic activities centered around antique farm machinery and equipment - benefiting St. Jude's Children's Hospital and Hospice of Mecklenburg and Cabarrus counties - Power Of The Past Tractor Club, Huntersville, NC - various philanthropic activities centered around antique farm machinery and equipment - benefiting Holy Angels of Belmont, NC

## 2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

As a lifelong Huntersville native, and a front row witness to the exponential growth Huntersville has seen during my lifetime, I've come to adopt the old adage that "change is inevitable, it's the progress that's optional." Though I possess a passion for "green space" at its highest and best use, I fully understand the necessity for HEALTHY growth in my town. An understanding, however, that is accompanied by what could hopefully be perceived as a neutral perspective. A perspective that may differ from a corporate developer, multi million dollar real estate agent, or similar, but an informed and thorough perspective to hopefully balance and complement a new or existing planning board. In short, my perceived vision for Huntersville in the next 10-15 years could be described as careful, growth conscious to account for many infrastructure and economical variables, and open-minded.

### 3. What obstacles do you see to achieving this vision?

The largest obstacle I can foresee to achieving this vision in a balanced and well-timed manner would simply be the population influx and growth that our town has seen and will arguably continue to see. We have managed to become very "attractive" to those from neighboring municipalities, counties, states, etc. In my humble opinion, this is GREAT! However, where do a booming economy and a steady, healthy growth pattern find common ground? Hopefully, my prospective seat on the Planning Board would help to answer this question.

### 4. What special opportunities could be used to achieve your vision?

I would humbly appreciate the opportunity to bring a green industry based and centered mindset to the Planning Board. It would be my hope that my extensive background and knowledge of urban landscape planning/implementation, clean water initiatives, and growth/developmental environmental impacts would be a necessary methodology to the existing Planning Board.

### 5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

As mentioned, and as an aside to the infrastructure upgrades we desperately need to see / are beginning to see, my efforts would be channeled towards our duty to the urban landscape as citizens of the town. Our duty is to preserve, maintain, and seek to continually mandate the care and concern for our rapidly evolving urban landscape. This often overlooked charge to developers and property owners should be visited regularly, and I would seek to accomplish that where necessary in a prospective seat on the Planning Board.

### Other Comments:

I appreciate the opportunity to provide a short insight as to my intention to serve on the Town of Huntersville Planning Board. In short, I feel that my lifelong tenure in the area coupled with my strong green industry and infrastructure perspective would be a valuable addition to the board.

### Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

### Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

**Thank you for completing the application and questionnaire.**





# Print

## Planning Board Application - Submission #8192

Date Submitted: 5/31/2021

Notification for Service for the Town of Huntersville Planning Board

### Name

Lee Hallman

### Home Phone

7048758763

### Home Address

100 CAMBRIDGE RD

### Cell Phone

7048402790

### Do You Reside in the Town Limits?

HUNTERSVILLE

### Do You Reside in the ETJ?

no

### Present Occupation

retired

### Work Phone

n/a

### Place of Employment

### Email Address

hallmans@roadrunner.com

### Approximate Hours Available Per Month for Serving on Advisory Board

20

### Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

Include Expiration Date

### Education

B.A. Business Administration

### Business and Civic Experience

37 years with IBM 5 years production and engineering 15 years accounting and financial analysis 14 years finance management 3 years sales - bid and proposal Ten months of attending every town board meeting and most planning board meetings, virtually or in-person, speaking on behalf of residents who feel unheard, organizing and holding meetings with various members of town staff and committees

### Areas of Expertise and Interests / Skills

logistics, project management, accounting, finance

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

**Signature of Applicant**

**Date**

R. Lee Hallman

5/31/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

**Overview**

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

**1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.**

United Way volunteer work connected to IBM service 20-year member and current president of the Rocky River Road Club, LKN's oldest bicycle advocacy group We raise money for local charities, including Ada Jenkins, Davidson Housing Coalition, and Trips for Kids, annually. Leadership role in grassroots effort to refocus Downtown Huntersville from overdevelopment of apartments and townhomes Huntersville 101 graduate, spring 2021

**2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

My vision for Huntersville is smart growth, including retail and commercial opportunities that provide services and experiences for residents, rather than sending them to Charlotte for all their recreation and leisure needs. Huntersville should not be the bedroom community for Charlotte, nor should it focus solely on residential and industrial development. If we are to become a town of 80,000+ people, residents need a place to go, be, and do. To shape the growth of our community we must balance "by right" land development with maintaining a desirable place to live.

**3. What obstacles do you see to achieving this vision?**

population growth and short sightedness

**4. What special opportunities could be used to achieve your vision?**

land preservation, "down-zoning," civic uses of properties to create a focal point for our downtown, correcting the use of rail transit as a density intensifier, revisiting our Community Plans to ensure they do not keep us beholden to overdevelopment

**5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

We have opportunity to shape our town now, but it is fleeting. We need to think long term and not sell all our land holdings in an effort to have one corner of our town center. While I don't think Huntersville should be in the real estate business, one way to control land development is to own the land. We need to act quickly and gain control of our town center before it's too late.



**Other Comments:**

As a resident for the last 23 years and a focused civic-minded leader for the last ten months, I believe I still have a lot to learn, and I believe I have shown that I am willing to put in the work. As a retired person, I have no personal nor professional interest, nor investment in what or how our town is developed.

**Nominations**

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

**Contact**

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

**Thank you for completing the application and questionnaire.**



# Print

## Advisory Boards & Commissions Application - Submission #14454

Date Submitted: 5/20/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Ralph Gray

Last Name\*

Harris, Jr.

Street Address (must be in Huntersville)\*

12507 Ramah Church Road Huntersville, NC 28078

Is this address in the ETJ?\*



No



Yes

Email Address\*

gray@3dfxsolutions.com

Phone Number\*

704-661-9916

Occupation

Residential Home / Architectural Designer

Place of Employment

3DFX Solutions, Inc.

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

10-20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

I have 27 years of experience in the architectural field. I have 13 years of experience in the commercial architecture field and have worked for LS3P Associates in Charlotte, Peterson Associates, Perigon Architecture and Engineering, and Fortune Architects. I've worked with site plan layouts for multiple commercial properties at each of these firms, with the largest project being a \$45 million dollar project for NorthEast Medical Center Emergency Department. Since 2009, I have worked on my own in the residential community in the Charlotte-Metro area, however I have also teamed up with a couple of my architect colleagues and taken on several commercial projects on my own.



Areas of Expertise, Interests and Skills

My areas of expertise are in the commercial and residential architectural fields. In my own business, I provide 3D designs and animations for clients to help them see their projects prior to any construction beginning. Since most people are not 3D inclined, the models and animations I provide help them see what they are going to be building. I try to handle every situation professionally and expect the same in return. I try to help people solve their problems with building and design, no matter how impossible it may seem to be to complete, but if it turned out to be impossible, then I try to break the news to them as delicately as I can.

Education

I went to Wake Forest University from 1992-1994 and then transferred to Forsyth Technical Community College where I received an Associate in Applied Science in Architecture in 1996. I also started a Network Administration Degree in 2004, but never finished it since I was already a network administrator at the firm where I worked.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

My wife and I were members of the Healing Dragons teams where I was the team equipment manager for 10 years or so. They are a non-profit organization where most all members of the team are breast cancer survivors.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I'd like to see Huntersville grow and provide all their citizens the comforts of Charlotte, but not having to deal with the nightmare traffic of getting into Charlotte. However, that includes trying to vote leaders into office that will create an infrastructure that will provide all of the needs the town will require in order to grow into a better community.

What obstacles do you see to achieving this vision?

Politicians who have to answer to their fundraisers.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I don't think this question can be answered as "briefly". There are a number of issues that need to be addressed, and even more i need to research and investigate to help the community grow and become a better place to live. I want to join the board to better educate myself as well as fellow citizens as to what the vision of Huntersville will become in the next 10-15 years.

---

### Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

**Electronic Signature\***

R. Gray Harris, Jr.

**Signature Date\***

5/20/2023





# Print

## Advisory Boards & Commissions Application - Submission #14214

Date Submitted: 4/28/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Scott

Last Name\*

Hinson

Street Address (must be in Huntersville)\*

9014 Golden Rock Lane

Is this address in the ETJ?\*



No



Yes

Email Address\*

schinson67@gmail.com

Phone Number\*

704-661-6217

Occupation

Architect

Place of Employment

McMillan Pazdan Smith Architecture

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Zoning Board of Appeals - Rock Hill, SC Zoning Ordinance Rewrite Committee - Rock Hill, SC Mecklenburg County Tree Ordinance Committee

### Areas of Expertise, Interests and Skills

Experienced architect, land planner, general contractor. Knowledgeable of building codes, zoning ordinances, site plans, construction documents

### Education

Bachelor of Science - Design Clemson University

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Graduate Leadership Charlotte - Class 42 Volunteer with Make A Wish Campaign Volunteer with American Red Cross Volunteer with Habitat for Humanity

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Huntersville is uniquely positioned in the main growth corridor of one of fastest growing regions in the country. My vision is to help create a 20-year plan for smart, sustainable and efficient zones for development that can promote pedestrian friendly design that will help minimize the impacts on traffic, utilities and infrastructure. As we celebrate our 150th Anniversary, it's important that we maintain the character of Huntersville but also look ahead to sustainable growth that provides for amenities, schools, jobs, recreation and living components.

### What obstacles do you see to achieving this vision?

Lack of funding and community involvement. People don't become engaged in the process until some new development is proposed next door to them. All the communities around Charlotte are growing and the demand for better roads, utilities and support personnel aren't unique to Huntersville. We need to promote and attract corporate entities that can help shoulder the tax burden instead of focusing on residential expansion.

### With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I would like to encourage community workshops for our citizens to engage in how they would like for their planning and zoning boards to evaluate future growth. Our community is going to continue to grow rapidly and with limited land available within the town limits, we need to ensure those future developments are vetted properly. Our current planning staff does an incredible job currently reviewing proposed projects within the constraints of our current guidelines. We may need to step back and evaluate those guidelines to accommodate for the existing and anticipated growth.

---

### Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

**Electronic Signature\***

Scott Hinson

**Signature Date\***

4/28/2023





# Print

## Planning Board Application - Submission #8101

Date Submitted: 5/20/2021

Notification for Service for the Town of Huntersville Planning Board

### Name

James Horn

### Home Phone

704-303-1279

### Home Address

8030 Maxwelton Dr.

### Cell Phone

704-303-1279

### Do You Reside in the Town Limits?

Yes

### Do You Reside in the ETJ?

### Present Occupation

OSP Fiber Optic Engineering

### Work Phone

704-303-1279

### Place of Employment

Conterra Broadband Networks

### Email Address

Jhorn@conterra.com

### Approximate Hours Available Per Month for Serving on Advisory Board

25+

### Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

N/A

Include Expiration Date

### Education

South Mecklenberg HS Montreat College Associate Degree in Business/Cyber Security Pursuing B.A.

### Business and Civic Experience

Board of Directors, Uptown Homeless Shelter Charlotte Chamber International Business Advisory (Commercial Real Estate)

### Areas of Expertise and Interests / Skills

Telecommunications 8 years Commercial Real Estate 12 years Good understanding of Zoning and Federal, State and Local Objectives for Planning and Development

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

**Signature of Applicant**

**Date**

James T Horn

5/20/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

**Overview**

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

**1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.**

Worked with all humanitarian agencies to develop and run the largest homeless shelter between Washington DC and Miami, at that time. Advised new International prospects working with the Charlotte Chamber of Commerce

**2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

I think we will become a diverse community both in commercial and residential development. We must continue to try and locate and retain a vibrant and functional environment for our residents and business partners. Transportation, quality of life, preservation of our history must be maintained while promoting the area proactively to high quality business prospects. Open space and environmentally pro-active stance

**3. What obstacles do you see to achieving this vision?**

Over-development, fiscal reliance on unrealized growth potential, short sighted traffic projections and insufficient initiatives and planning to handle the growth we need when it comes to traffic and high density development.

**4. What special opportunities could be used to achieve your vision?**

**5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

**Other Comments:**



By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

David

Last Name\*

Johnson

Street Address (must be in Huntersville)\*

15746 Agincourt Drive

Is this address in the ETJ?\*



No



Yes

Email Address\*

davidejohnsonpe@gmail.com

Phone Number\*

704-458-1309

Occupation

Retired

Place of Employment

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

20-30

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

NA

Business and Civic Experience Related to this Advisory Board or Commission

Professional Planner in NJ Professional Engineer in NC and VA City Engineer for the City of Mount Holly Have been in the real estate development industry for over 40 yrs

Areas of Expertise, Interests and Skills

Civil engineering, land planning, and ordinance writing/interpretation

Education

BS Civil Engineering

**Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.**

President of HOAâ€™s in Maryland and Florida President of Toms River NJ Little League Member of Shade Tree Commission - Ocean County NJ

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

**Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

Growth will mesh suburban areas i.e. Huntersville into the Charlotte metro area even more than it is now. Growth patterns will strain transportation corridors and stress water/ sewer services and water quality impact on our waterways. In-fill, height limitations and redevelopment will shape the next 10-15 years in Huntersville.

**What obstacles do you see to achieving this vision?**

Revenue and the ability to say "no"

**With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

It is time the NCDOT steps aside while the City works with applicants to pay their fair share for road and utility improvements.

---

### **Electronic Signature Agreement**

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3. You may still be required to provide a traditional signature at a later date.

**Electronic Signature\***

David E Johnson

**Signature Date\***

5/10/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Jennifer

Last Name\*

McLamb

Street Address (must be in Huntersville)\*

430 Senate Court Way

Is this address in the ETJ?\*



No



Yes

Email Address\*

jen.munn@gmail.com

Phone Number\*

919-599-7985

Occupation

Realtor

Place of Employment

Jennifer McLamb Homes LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

n/a

Business and Civic Experience Related to this Advisory Board or Commission

Business Owner, Local Resident

Areas of Expertise, Interests and Skills

Real Estate

Education

North Carolina State University Bachelors of Science in Parks, Recreation and Tourism Management - 2009



Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Former HUMC Moms of Preschoolers Member/ Table Leader, Fundraising Committee for The Learning Tree at Lake Forest Church, NC State Alumni Association

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Would love to see the Town of Huntersville become more walkable, family friendly, and adapt to the ever changing trends that are popping up all over the country.

What obstacles do you see to achieving this vision?

I think proper planning and zoning will be a huge challenge - we have to plan for the future, Huntersville is the #1 zip code in Meck County and the time and I do not see what changing - it is still a very affordable place to live.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Would love to discuss this further if I am added to the Planning Board!

Electronic Signature Agreement

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Electronic Signature\*

Jennifer McLamb

Signature Date\*

5/2/2023

# Print

## Advisory Boards & Commissions Application - Submission #14524

Date Submitted: 5/27/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Stephen

Last Name\*

Mewborn

Street Address (must be in Huntersville)\*

15822 Stonemont Road

Is this address in the ETJ?\*



No



Yes

Email Address\*

smewborn@pfes.com

Phone Number\*

8323891509

Occupation

BD Director, Power Plant Consulting

Place of Employment

PFES

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

15

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

Energy Industry, Renewable Energy, greenways and bikeways, urban transit studies (Charlotte, Atlanta)

Education

BS, Mechanical Engineering (Georgia Tech, 2002)

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Hinds Feet Farm; Make-a-Wish

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I honestly would love to see Huntersville continue developing and growing in accordance to the 2040 plan with as few changes as possible. That plan was VERY well thought out and I agree with exactly how the current areas of Huntersville are tagged. More people will continue to want to move here, which is fine, and I think we just have to be smart and patient with how we control and confine our growth.

What obstacles do you see to achieving this vision?

Developers and the constant desire for more people to move here (ie, without any constraints (like the 2040 plan), we would quickly outgrow our feasible capacity to adequately support such numbers.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I see many parallels between Huntersville-2023 and the northern suburbs of Atlanta in 1998 and 2003. Both areas do not have access to light rail (MARTA stopped growing past Dunwoody), both areas have a large population of people commuting into the city center but have the most traffic problems due to the location and amount of housing and retail that were built before roadways were revised for increased capacity. Some of these towns embraced rapid development and growth, and suffered. Some towns put more guard-rails around the process which resulted in better results in the long term (8-10+ years), albeit at the cost of a slower rate of increase to the tax base rate. The latter is what Huntersville should aim for. Additionally, Huntersville can easily move forward under the assumption that NorfolkSouthern will never allow the light rail to come this far north - and if somehow we break the logjam in Raleigh to get both sides to allow for it, then the revisions required to our plan would only be minimal. Win-win.

Electronic Signature Agreement

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- 3. You may still be required to provide a traditional signature at a later date.



Electronic Signature\*

Stephen E. Mewborn

Signature Date\*

5/27/2023



# Print

## Planning Board Application - Submission #9163

Date Submitted: 9/14/2021

Notification for Service for the Town of Huntersville Planning Board

### Name

John O'Neill

### Home Phone

### Home Address

13817 Bramborough Rd

### Cell Phone

704-796-7588

### Do You Reside in the Town Limits?

Yes.

### Do You Reside in the ETJ?

### Present Occupation

Vice President of Manufacturing

### Work Phone

7048928107

### Place of Employment

Poly-tech Industrial

### Email Address

johnoneill@polytechindustrial.com

UPDATE: oneilljm6@gmail.com

### Approximate Hours Available Per Month for Serving on Advisory Board

10

### Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

Park and Recreation; Term expires 12/21

Include Expiration Date

### Education

B.S. Industrial Relations, Six Sigma training

### Business and Civic Experience

10 years as a Human Resources Mgr, followed by 22 years as a General Mgr/Plant Mgr/VP Mfg; 15 years as a small business owner concurrent to my employment; Greenway Commissioner, Currently on Park and Rec Commission; 13 years as a volunteer coach; soccer club board member

### Areas of Expertise and Interests / Skills

Operations, financial management, leadership, process management, Continuous improvement/lean/six sigma



I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

**Signature of Applicant**

**Date**

John O'Neill

9/14/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

**Overview**

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

**1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.**

I have enjoyed participating in both the Greenway and Park and Recreation Commissions.

**2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

We need to continue to connect all residents, not only with improved traffic flow, but with connected sidewalks and greenways. Small, well-placed connections can readily help residents, particularly those needing to get to buses for work and shopping needs. I think our car-centric mindset leaves the non-car owners behind. My wife and I, like most residents, are car owners, but I feel for the folks standing at unprotected bus stops or walking on roads with no shoulders.

**3. What obstacles do you see to achieving this vision?**

Money and imagination. By asking questions, we can open up one another to creative ways of solving these problems. I have made a big impact at every job I have ever had. Mostly, by simply collecting my colleagues great ideas, and driving them to completion. Recognize them for their ideas. Repeat. Nothing important is easy! Are there creative ways to use money that is currently required of developers to build sidewalks that currently go nowhere. Why not build from the inside out instead of the scattered way we build sidewalks?

**4. What special opportunities could be used to achieve your vision?**

I would like to ensure we are exploring all opportunities to use funds available to the town to stage projects that connect the most people to the most work/bus/retail locations.

**5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

I think the growth is great. It just doesn't match our buildout capabilities (constrained by time and money). I think need to slow what growth we can (mainly housing) so it marries up better with the timing of our road enhancements. This does not mean "no growth." We have a very desirable area so we can pick and choose what AND when. Additionally, we have to continue with blending housing for all income levels and continue the commercial/industrial growth of the last 20 years. Our economic base is very diversified and we need to actively keep working in that direction.

**Other Comments:**

We have enjoyed our 17+ years in Huntersville and I want to give back. I have plenty of experience working all types of initiatives (opening plants, closing plants, importing new products, overhauling technology, relaying out equipment, processes, cost cutting, etc.). I've worked and lived in 8 states. Each time I came upon a new set of circumstances. I've learned one has to listen first, then listen some more... before spouting off on one's own ideas!

**Nominations**

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

**Contact**

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

**Thank you for completing the application and questionnaire.**





By submitting this application you agree to the following:

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2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Donna

Last Name\*

Osborne

Street Address (must be in Huntersville)\*

12445 Ramah Church Road

Is this address in the ETJ?\*



No



Yes

Email Address\*

Ozmo1@bellsouth.net

Phone Number\*

704-775-6018

Occupation

Retired

Place of Employment

Bank of America, DMO Consulting LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

32 hours

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Crofton Meadows HOA, Crofton building committee

Areas of Expertise, Interests and Skills

Building moratoriums, infrastructure needs

Education

Masters in Finance

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Huntersville Lions Club, St. Marks Episcopal Church Treasurer and Vestry Member

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Planned growth in infrastructure, business and housing.

What obstacles do you see to achieving this vision?

Infrastructure. Growing to fast.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Targeted growth.

---

#### Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

Donna M Osborne

Signature Date\*

5/7/2023

# Print

## Planning Board Application - Submission #7957

Date Submitted: 5/4/2021

Notification for Service for the Town of Huntersville Planning Board

### Name

price christopher

### Home Phone

7046198889

### Home Address

8310 Misty Lilac Dr

### Cell Phone

7046198889

### Do You Reside in the Town Limits?

Yes

### Do You Reside in the ETJ?

No

### Present Occupation

Banking

### Work Phone

7046198889

### Place of Employment

Wells Fargo Bank

### Email Address

cprice8889@gmail.com

### Approximate Hours Available Per Month for Serving on Advisory Board

5

### Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

Currently no boards

Include Expiration Date

### Education

Western Carolina University

### Business and Civic Experience

Huntersville Board of Adjustments. Planning Board . Huntersville police citizens academy. Huntersville 101. Fraternity Chapter Treasurer.

### Areas of Expertise and Interests / Skills

Huntersville VP neighborhood HOA Past.. Mooresville President HOA.



I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

**Signature of Applicant**

**Date**

Chris Price

5/4/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

**Overview**

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

**1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.**

Huntersville police citizens academy. Huntersville 101. TannersCreek homeowners association. Iâ€™m still planning board. Huntersville board of adjustments.

**2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

I like the concept of the Huntersville 2040 plan. Our infrastructure must be considered as we need to make sure our local citizens find homes available. We need to look at industry for additional growth and we must have apartments for those who are transit and prefer to rent.

**3. What obstacles do you see to achieving this vision?**

The cost of building additional roads and schools could cause high tax rates.

**4. What special opportunities could be used to achieve your vision?**

Community involvement and additional civic organizations.

**5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

While I appreciate the rapid growth, I like the country and city nearby. Hopefully the greenways will provide the communities a better place to live. I would hope more would use the greenways to walk or ride bikes to the store rather than use their car. I would like to see the downtown reviewed to show off Huntersville instead of Birkdale .

**Other Comments:**

I would appreciate the opportunity to serve.

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Michael

Last Name\*

Ray

Street Address (must be in Huntersville)\*

14309 Moringate St Huntersville NC 28078

Is this address in the ETJ?\*



No



Yes

Email Address\*

Mray783@gmail.com

Phone Number\*

7472011245

Occupation

Regional Director

Place of Employment

Chipotle Mexican Grill

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

N/A

Areas of Expertise, Interests and Skills

Business, Leadership and Human Resources development.

Education

MBA in Organizational Leadership, BS in Justice Studies

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

I am actively involved with multiple local charities, and I also serve as a leader at both Halton and LNC, which are located in Huntersville. Additionally, I am a partner of a local church in Huntersville. These roles allow me to contribute to the betterment of my community in various meaningful ways.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for Huntersville is to embody the dynamic and diverse community it represents, where world-class businesses thrive. I envision a Huntersville that continues to grow but does so in a measured and appropriate manner, avoiding overdevelopment and inadequate resources. Achieving balance is the essence of good planning: fostering economic growth while practicing sustainability, providing diverse housing options, and developing proper infrastructure to support the community's needs.

What obstacles do you see to achieving this vision?

Patience is key. Growth is a gradual process, and rushing to expand can outstrip a community's ability to keep pace with infrastructure development. Furthermore, external market forces can have a profound and enduring impact on both the national and local economies. Failing to prepare for these inevitable downturns may result in unfinished projects and create significant long-term problems.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Growth can be a double-edged sword, both a blessing and a curse. If it fails to align with the community's needs and values, Huntersville risks becoming an urban hellscape of nondescript strip malls, overcrowding, and high-density housing without adequate pedestrian and vehicle infrastructure. Preserving natural areas is just as crucial to ensure that growth does not devastate the breathtaking natural beauty of our town. Proper planning is essential for Huntersville to fulfill its potential as a thriving community while retaining its unique character and charm.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

- 1. Your application will not be signed in the sense of a traditional paper document,
- 2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
- 3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

Michael Ray

Signature Date\*

6/26/2023



# Print

## Planning Board Application - Submission #8151

Date Submitted: 5/24/2021

Notification for Service for the Town of Huntersville Planning Board

### Name

Dina Ringel

### Home Phone

6199294405

### Home Address

17022 Hampton Trace Rd

### Cell Phone

### Do You Reside in the Town Limits?

Yes

### Do You Reside in the ETJ?

### Present Occupation

Construction compliance consultant

### Work Phone

7043402055

### Place of Employment

Path Light Pro

### Email Address

Dc441@hotmail.com

### Approximate Hours Available Per Month for Serving on Advisory Board

5-10

### Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

None

Include Expiration Date

### Education

Bs Environmental Sciences from UNC Chapel Hill

### Business and Civic Experience

12 years in construction/environmental compliance. Currently working as General Manager for Southeast so I have obtained knowledge on revenue reports and efficiency planning.

### Areas of Expertise and Interests / Skills

Erosion control, residential construction, leadership

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

**Signature of Applicant**

**Date**

Dina Ringel

5/24/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

**Overview**

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

**1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.**

NA

**2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

I would love to see Huntersville keep its small town feel and plenty of green spaces and recreation while continuing to attract new business. Traffic and schools will be large issues in the next decade.

**3. What obstacles do you see to achieving this vision?**

There is limited space to work with within city limits in order to meet goals like keeping traffic at a manageable level. Population will continue to rise quickly and strain resources.

**4. What special opportunities could be used to achieve your vision?**

To be determined.

**5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

Traffic, schools and community resources have been mentioned above. I would like to help plan how to stay ahead of these issues instead of reacting to them after they have happened.

**Other Comments:**

# Print

## Planning Board Application - Submission #10312

Date Submitted: 2/7/2022

Notification for Service for the Town of Huntersville Planning Board

### Name

Mike Russell

### Home Phone

7046619973

### Home Address

17443 Glassfield Dr

### Cell Phone

7046619973

### Do You Reside in the Town Limits?

Yes

### Do You Reside in the ETJ?

### Present Occupation

Small Business Owner

### Work Phone

7045894928

### Place of Employment

MFR Cleaning Services LLC

### Email Address

nukr88@gmail.com

### Approximate Hours Available Per Month for Serving on Advisory Board

16

### Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

Downtown Plan Steering Committee

Include Expiration Date

### Education

B.S. Business Administration, Minor Economics MBA (Marketing Concentration)

### Business and Civic Experience

Chairman LKN Chamber of Commerce (2015); Board Of Elections Precinct Judge (2008-2015); Davidson UMC Trustees Chairman, Administration Council & Finance Committee (2010-2018); YMCA Y-Guides Program Chairman (2008-2009). Navigator United States Navy, Desert Storm Veteran. Held various leadership positions in Sales & Marketing over a 20 year career culminating in starting my own business in May 2019.

### Areas of Expertise and Interests / Skills

I have project management, financial and leadership skills. I am interested in planning / zoning issues and the impact on quality of life, traffic and infrastructure.



I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

**Signature of Applicant**

**Date**

Mike Russell

2/7/2022

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

**Overview**

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

**1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.**

Chairman LKN Chamber of Commerce (2015); Board Of Elections Precinct Judge (2008-2015); Davidson UMC Trustees Chairman, Administration Council & Finance Committee (2010-2018); YMCA Y-Guides Program Chairman (2008-2009).

**2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

A vibrant community that is welcoming to business, both small and large, well connected and welcoming to people of all income levels. A major challenge is mobility; roads, public transportation options and bike and pedestrian friendly.

**3. What obstacles do you see to achieving this vision?**

Limited NCDOT funding for road infrastructure to keep up with rapid residential development. Lack of CATS resources for north Mecklenburg county. Lack of affordable housing.

**4. What special opportunities could be used to achieve your vision?**

Leverage relationships with CRTPO and Raleigh to maximize NCDOT funding. Work with Cornelius and Davidson to challenge CATS to increase service levels and explore alternative public transportation options run / funded by the Town. Explore partnerships / grants for an affordable housing initiative.

**5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

It appears the rate of development is accelerating at a rapid pace. Is the town properly staffed, funded and have the appropriate technology to handle this influx?

**Other Comments:**

Thank you for your consideration. Regards, Mike

# Print

## Advisory Boards & Commissions Application - Submission #14441

Date Submitted: 5/19/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Aaron

Last Name\*

Schneider

Street Address (must be in Huntersville)\*

13215 Willow Breeze Lane

Is this address in the ETJ?\*



No



Yes

Email Address\*

aaronalan86@gmail.com

Phone Number\*

2622464320

Occupation

Construction Manager

Place of Employment

Holder Construction

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

10-15

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

10+ years in Mega-project commercial construction including experience with permitting, code enforcement, and working with various County and City of Charlotte departments and agencies. I'll also note that I've lived in 10 states and in or near 15 cities from the East Coast to the Midwest and have experienced both well and poorly planned towns/cities.

### Areas of Expertise, Interests and Skills

Commerical building and design with knowledge of transportation and utilities. Skilled at reading and understanding Design Documents along with understanding and anticipating public impacts both during and after construction of large projects.

### Education

Bachelor of Construction Engineering and Management from Marquette University.

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

I haven't taken any opportunities for community service in Huntersville as most of my service has been in the City of Charlotte, including volunteering at Habitat for Humanity and clean up drives along Greenways and at Parks. Manage and participate in Food and Toy Drives at work. In years past, I've volunteered for Big Brothers and Big Sisters, served many hours in a local food pantry and worked for a non-profit vocational rehabilitation center.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for a future Huntersville would be a balanced destination town where people from the surrounding areas will want to come to enjoy food, entertainment, recreation but not to the detriment of families wanting a safe and quiet town to live with their families and children. Through proper planning, I also see Huntersville being a leader for the entire Lake Norman area and to help and strengthen our neighbor towns in order to elevate the entire region.

### What obstacles do you see to achieving this vision?

The biggest obstacle I see involves transportation and mobility both within Huntersville and the entire Lake Norman Area. If we want to be a destination for people throughout the area, getting in, out, and around must be safe and convenient. If people are to be happy living here, they must be able to easily travel to all the places they enjoy. We can always build more things, like schools, police and fire stations, retail, and entertainment, but it's all for nothing if people can't travel around.

### With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I really like the direction Huntersville is heading and am really proud to live here. I just wish there were more 4 lane arterial roads.

---



### Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

**Electronic Signature\***

Aaron Schneider

**Signature Date\***

5/19/2023



# Print

## Advisory Boards & Commissions Application - Submission #14251

Date Submitted: 5/1/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board 

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Scott

Last Name\*

Sittler

Street Address (must be in Huntersville)\*

15829 Lavenham Road

Is this address in the ETJ?\*



No



Yes

Email Address\*

scottsittler@gmail.com

Phone Number\*

7049076876

Occupation

Sr Marketing Manager

Place of Employment

Carry-On Trailer

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission



### Areas of Expertise, Interests and Skills

In my professional career I've held various positions that involved learning, understanding, and communicating with a variety of audiences, a number of diverse topics. These skills would be especially useful in developing understanding and cooperation across diverse groups.

### Education

Bachelor's degree, Bowling Green State University, Bowling Green OH 1991 Mini MBA in Marketing, 2021

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Service in various programs at Christ Community Church.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Huntersville may already be past a tipping point for growth that will occur over the next decade, an equally important question will be how the town handles what's been proposed and approved. Not only are we responsible for guiding the process but ensuring the work is completed as promised, and on time.

### What obstacles do you see to achieving this vision?

I'm not aware of all but infrastructure challenges could also spawn relational challenges with state and neighboring towns.

### With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Huntersville may have been a suburban area when I moved here in 1999 but today I would more likely call it a city. But the town still has some control of how that city looks, feels, and behaves. Not having been involved with enough of the "problems" directly, I can't appropriately say how I would change things. But I do have time to donate, skills to share, and a willingness to work and continue to make Huntersville a preferred location for raising a family - as I've done.

---

### Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

Scott Sittler

Signature Date\*

5/1/2023





**Print**

## **Advisory Boards & Commissions Application - Submission #14604**

**Date Submitted: 6/5/2023**

**By submitting this application you agree to the following:**

- 1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.**
- 2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.**

**Which Advisory Board/Commission are you applying for?\***

Planning Board ▼

Please note: You might see different questions based on your selection

**Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:**

[Advisory Boards & Commissions](#)

**First Name\***

Janell

**Last Name\***

Snevel

**Street Address (must be in Huntersville)\***

14137 Garden District Row

**Is this address in the ETJ?\***

☒ No

☐ Yes

**Email Address\***

janell@candorandcorealty.com

**Phone Number\***

7046611146

**Occupation**

Real Estate Broker

**Place of Employment**

Candor & Co. Realty

**Approx. Hours You Could Dedicate to this Board/Commission (per month):\***

8

**List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):**

**Business and Civic Experience Related to this Advisory Board or Commission**

Real estate broker.

### Areas of Expertise, Interests and Skills

Selling real estate. Knowing what people in Huntersville are looking for/ wanting/ needing to improve their way of life. I grew up in Cornelius and live in Huntersville so I would LOVE to be a "unicorn's" perspective for the group and be a fresh set of eyes and ears.

### Education

Associates degree in Applied Science in Air Traffic Control.

### Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Serving at Grace Covenant Church.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**

☐ Yes

☐ No

### Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I would like to see downtown Huntersville continue to develop more for dining and shopping. I would like to see Lagoona Bay zoning get approved and help push development activity east of Old Statesville.

### What obstacles do you see to achieving this vision?

Public support/ pushback is probably the biggest obstacle and then road widening.

### With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I've actually been really happy with the progress we've had lately! I would like to see Gilead, East of 77, widened and some of the old homes to get occupied/ renovated/ torn down for development for new business. With Birkdale, I would like to see more parking. It would be nice for the Huntersville Square Shopping Mall and the shopping Center across the street next to Aldi to have a facelift. They are really showing their age. Not sure if that's anything the Planning Board can suggest.

**Electronic Signature Agreement**

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- 2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
- 3. You may still be required to provide a traditional signature at a later date.

**Electronic Signature\***

Janell Snevel

**Signature Date\***

6/5/2023





# Print

## Planning Board Application - Submission #13677

Date Submitted: 2/28/2023

Notification for Service for the Town of Huntersville Planning Board

### Name

Michael Spencer, AIA

### Home Phone

704-261-5733

### Home Address

15836 BURLINGAME DRIVE, Huntersville, NC 28078

### Cell Phone

704-261-5733

### Do You Reside in the Town Limits?

Yes

### Do You Reside in the ETJ?

Not sure

### Present Occupation

Architect

### Work Phone

704-261-5733

### Place of Employment

Little Diversified Architectural Consulting

### Email Address

mm.spencer@outlook.com

### Approximate Hours Available Per Month for Serving on Advisory Board

20-24

### Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

None

Include Expiration Date

### Education

Masters of Architecture, University of California Berkeley 2000 Bachelors of Science in Architecture, Kent State University 1998

### Business and Civic Experience

I am a licensed architect with 23 years of experience in architectural design and commercial real estate. I am a leader, a collaborator, and problem solver. I have taught architecture as an adjunct professor at UNC Charlotte. I currently have been serving on the Birkdale (golf side) architectural review committee ARC for the past 3 years.

### Areas of Expertise and Interests / Skills

Design, planning, code compliance, human experience, project management, negotiation, forming opinions and report, consensus building, public speaking, understanding how to talk with developers and home owners about projects.

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

**Signature of Applicant**

**Date**

Michael Spencer, AIA

2/28/2023

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

**Overview**

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

**1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.**

Currently serving on the Architectural Review Committee ARC for the Birkdale (golf side) neighborhood for the past 3-years. Have previously served as an adjunct professor or architecture at UNCC. Regular volunteer for various mentorship programs in the design and construction industry.

**2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

Being the first town immediately to the north of the 15th largest city in the U.S., Huntersville is going to continue to be a hot market for development and investment for years to come. Our town has already grown from a town into a small city. We should continue to promote dense pedestrian-oriented development in parts of the town where that type of use makes the most sense. Urbanization of certain areas should not diminish the neighborhood feel of a small town where many of our homes are located. Industrial development should be encouraged in certain areas as it brings jobs, but care should be taken to avoid significant traffic issues and/or allowing projects that do not uplift the aesthetic character of our town. More and more projects may be "infill" type projects where developers will be asking to revise and amend previously approved PD's, and the Planning Board should carefully examine each of these projects on their merits.

**3. What obstacles do you see to achieving this vision?**

Traffic will certainly be a challenging issue facing any development in Huntersville. Projects that reduce reliance on the car and promote more of a walkable pedestrian-oriented environment should be encouraged. Some residents may be reluctant to change, but with careful listening and working with developers and residents to make adjustments to projects that are agreeable to all parties should be the goal of our Planning Board moving forward. Some projects may be complex involving changes to roads, utilities, and major infrastructure. Significant projects such as these will require careful consideration to ensure that investments being made are in the best interest of the town, our citizens, and create the type of place where people want to live.

**4. What special opportunities could be used to achieve your vision?**

Looking into more public / private partnerships. Also, collaborating with developers, businesses, and homeowners to refine their project plans during design, and listening to community feedback to inform opinions.



**5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

In terms of walk-ability and placemaking, Birkdale Village is an excellent overall experience. The project at the golf course site as well as the recently completed Birkdale Landing also promise great public experiences. But I wonder about how all these projects will tie together as one overall neighborhood experience especially with the massive Sam Fur road dividing them. I wonder if pedestrian bridges or nice tunnels may be possible to create greater connection. I think the historic downtown of Huntersville at Gilead and Old Statesville is another great opportunity for investment, that whole district could be the place where the feel of "Main Street" can come to Huntersville. There are so many other areas such as the Gilead road shopping center areas, etc that are wonderfully suited for excellent placemaking. An area of concern that I'd like to change is the influx of large industrial buildings that do not provide any attractive architectural interest. I don't mind the industrial development, but some of the buildings are so ugly. I'd like to see some change in that area. I'd like to see Huntersville have more parks. It would be great if we had more connected greenways. And I would be in support of more transportation including Lynx being extended to Huntersville.

**Other Comments:**

Thank you for your consideration.

**Nominations**

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town’s advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:  
TOWN OF HUNTERSVILLE  
ATTN: Tracy Barron  
P.O. BOX 664  
HUNTERSVILLE, NC 28070

**Contact**

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

**Thank you for completing the application and questionnaire.**



# Print

## Planning Board Application - Submission #9623

Date Submitted: 11/8/2021

Notification for Service for the Town of Huntersville Planning Board

### Name

Patrick Thomas

### Home Phone

14802537087

### Home Address

13342 Crystal Springs Drive

### Cell Phone

480-253-7087

### Do You Reside in the Town Limits?

Huntersville

### Do You Reside in the ETJ?

no

### Present Occupation

Risk Management Consultant

### Work Phone

480-253-7087

### Place of Employment

Abrigo

### Email Address

patrick.thomas1974@icloud.com

### Approximate Hours Available Per Month for Serving on Advisory Board

15

### Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

None

Include Expiration Date

### Education

Bachelors of Science in Information Technology and Cyber Security, CFE, CAMS certified

### Business and Civic Experience

20 years of Risk and Project Management experience, Lobbyist for the Mortgage Bankers Association, ran for Board of Commissioners 2021

### Areas of Expertise and Interests / Skills

Project and Risk Management, Financial Crimes and Fraud Investigation, enjoy outdoor activities, travel and community involvement / engagement



I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

**Signature of Applicant**

**Date**

Patrick Chance Thomas

11/8/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

**Overview**

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

**1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.**

Recently ran for Huntersville Board of Commissioners, Currently working on producing a documentary on the Colonial Pipeline Spill which I hope to release in 2022 - project is dependent on funding.

**2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

My vision for Huntersville's future: - Have individuals located in the ETJ's be allowed to vote in municipal elections, - Assist the Pottstown community in restoring the Torrance Lytle school into either a museum or Library or both, - preserve more of our tree canopy and open spaces - less high density housing and increased acreage per unit requirements - Bring our roads and infrastructure into the 21st century - addition of a local Magistrate -

**3. What obstacles do you see to achieving this vision?**

Many of my goals will require lobbying to the state and or Mecklenburg County, Possible zoning changes and issues with use-by-right laws

**4. What special opportunities could be used to achieve your vision?**

Lobbying- with the proper amount of influence it is possible to foresee legislative changes that can benefit our community. I have seen and have first hand experience in lobbying for legislative changes in Washington DC

**5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

Again I return to preserving open spaces- land owners should not be punished for holding on to large chunks of undeveloped land or farm land- they should receive additional tax breaks / incentives to ensure its preservation. Town should invest in more land and designate it for parks. Road and infrastructure improvement is paramount to what is already an out of control problem. More should be done about the growing safety concerns in our local schools.

**Other Comments:**

|                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I would like to see the town take more action in schools - HB 514 should be given serious consideration. I believe CMS should break off and allow an elected school board to exist here which would increase parent involvement as well as ensure class sizes remain manageable for our teachers and students. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Nominations**

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

**Contact**

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

**Thank you for completing the application and questionnaire.**





# Print

## Planning Board Application - Submission #10268

Date Submitted: 2/1/2022

Notification for Service for the Town of Huntersville Planning Board

**Name**

Tracey Walter

**Home Phone**

7049680100

**Home Address**

12205 Edna Drive

**Cell Phone**

7049680100

**Do You Reside in the Town Limits?**

Yes

**Do You Reside in the ETJ?**

Unsure

**Present Occupation**

Software Tester

**Work Phone**

7049680100

**Place of Employment**

Wells Fargo

**Email Address**

Tawalter3@gmail.com

**Approximate Hours Available Per Month for Serving on Advisory Board**

10

**Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:**

Planning Ambassador

Include Expiration Date

**Education**

Some college

**Business and Civic Experience**

DoTerra Business owner

**Areas of Expertise and Interests / Skills**

Event organizing, data collection, staffing

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

Date

Tracey A Walter

mm/dd/yyyy

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Monthly Community Svc - 40 years of teaching Bible classes and outreach Huntersville 101 - 2018 Planning Ambassador - 2020

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for Huntersville is a vibrant downtown with Mom/Pop shops, a bakery, boutiques, cafe and something historical. Lots of townhomes and apts for rental opportunities and another affordable Senior living place so that all know they are welcome to our beautiful town.

3. What obstacles do you see to achieving this vision?

Budget Planning Rate of growth

4. What special opportunities could be used to achieve your vision?

Using Developers the town has used in the past could be one, also combining planning/building of other initiatives to better utilize resources.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Huntersville is a very mixed parcel town - theres new and old everywhere you look and that lends to its charm. I would suggest using any space that can be refurbished and/or build new. I dont foresee any issues except for possibly budget restrictions.

Other Comments:

N/A

# Print

## Advisory Boards & Commissions Application - Submission #14275

Date Submitted: 5/3/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Jamie

Last Name\*

Wideman

Street Address (must be in Huntersville)\*

17008 Knoxwood Dr

Is this address in the ETJ?\*



No



Yes

Email Address\*

jamielwideman@gmail.com

Phone Number\*

9807219981

Occupation

Human Resources Manager

Place of Employment

Peter-Lacke USA LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

I am part of the US leadership team for Peter-Lacke USA. I work in business planning, specifically personnel, and staff leadership. I work in conjunction with my colleagues in Germany, Mexico and China to establish and execute forward-thinking strategies that also keep the best interests of our employees in view. I am skilled at approaching projects and complications from a variety of perspectives, and problem-solving to find the best answer with the least negative impact for all.



Areas of Expertise, Interests and Skills

I have worked in Human Resources and accounting for over 20 years. I am an NC native and understand the area, the changes that have taken place in the last several decades. My husband is a small business owner and wr are the parents to two teenagers, so I can understand the needs it different groups and how planning will impact a variety of demographics that make up our town.

Education

High School graduate. Some college. Currently enrolled at CPCC completing an AAS in Accounting

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

I served as Charitable Events Manager (2 years) and Director of Human Resources (3 years) for The Mommies Network, a Charlotte-based national nonprofit. I have also served on the fundraising committee for Genesee County Humane Society (Michigan) and worked as an animal care volunteer and animal foster.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Personally, I would love to see the development slow down until the infrastructure is in place to support the growth. Note, I said slow down, not stop. I think the town needs to be more strategic in what development is allowed and what isnâ€™t. Housing is fine, but not high-end, high-density, unless the area can support it. We do a disservice to our residents by creating an environment where the small town feel is lost and replaced by it taking 45 to go 4 miles on Hwy 73.

What obstacles do you see to achieving this vision?

Our biggest obstacle is infrastructure and available land. While Huntersville was once a farming community, many of the large tracts have been developed. This has left smaller pockets of space, many surrounded by homes, which can create significant friction when commercial or HDR building is proposed. Development, especially without the infrastructure to support it, has a swift and reaching impact into the daily lives of residents. Balancing this is going to become more difficult as time progresses.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

As I mentioned above, I am not opposed to growth, but I believe in growth with a purpose. We need to listen to, and hear, the people who live here and why they love Huntersville. Those are the things we want to hang on to. I donâ€™t want to see our community become just another city that people canâ€™t wait to leave. â€œIf you build it, they will come.â€ That is very true. But what about the people who already live here? Are we doing whatâ€™s best for them?

### Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

**Electronic Signature\***

Jamie L Wideman

**Signature Date\***

5/3/2023





By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Jodi

Last Name\*

Wright

Street Address (must be in Huntersville)\*

14206 Sullivan Watch Drive

Is this address in the ETJ?\*



No



Yes

Email Address\*

contact@savorymomentsgourmet.com

Phone Number\*

704-421-5587

Occupation

Caterer

Place of Employment

Savory Moments, LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

15

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Planning Board (currently)

Business and Civic Experience Related to this Advisory Board or Commission

Own my own business, Lake Norman Chamber of Commerce, Executive Women of Lake Norman, Wedding and Events networking group.

Areas of Expertise, Interests and Skills

Very interested in the progress of Huntersville and to continue to make this a great place to work and live

Education

University of Tennessee BS

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Assisted with networking groups to raise funds for Hope House, Answer Scholarship and Angels and Sparrows

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

So many great things are happening with better roads, sidewalks, greenways, trails and transportation services. In general just stay on this great path that has started and see our down town and surrounding areas come alive

What obstacles do you see to achieving this vision?

Growth - some citizens fight change. Working with building heights and restrictions to get developers interested in investing in our community. Attracting money and business to invest here

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Downtown plan to come and make a beautiful area and a great go to space for citizens. Hard to make sure everyone's voice is heard and still keep focused on moving plans forward. Getting accessible walkways on Statesville to the Bus station and shops in this area to keep people safe - part of this is happening i just would like to see this continue to the section 8 housing where the main means of transportation is walking.

---

### Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature\*

Jodi Wright

Signature Date\*

4/5/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?\*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name\*

Jack

Last Name\*

Zovistoski

Street Address (must be in Huntersville)\*

13021 Chopin Ridge rd

Is this address in the ETJ?\*



No



Yes

Email Address\*

jzovistoski@gmail.com

Phone Number\*

2022131771

Occupation

eCommerce Channel Manager

Place of Employment

Electrolux

Approx. Hours You Could Dedicate to this Board/Commission (per month):\*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

I served as a stop-gap fill on the Greenway, Trail, and Bikeway Commission for 5 months in 2020. I also served as the Town of Huntersville representative and co-chair of the CATS TSAC for a full 3-year term.

Areas of Expertise, Interests and Skills

Project management, strategy, end to end delivery of complex solutions

Education

MBA; Kelley School of Business BS, Finance; Siena College



**Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.**

In addition to the board positions I have held for the community, I have a long history of engaging with the community I live in from my time as an Eagle Scout through today through employer-led service initiatives.

**Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?**



Yes



No

**Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?**

In the next 10 to 15 years, my vision for Huntersville is that it will continue to be a vibrant and thriving community that attracts both businesses and residents. A key factor in shaping the growth of the community will be the development of a downtown area where people can live, work, and play. A developed downtown can provide a central gathering place for the community and serve as a hub for economic activity. It can also provide a sense of place and community identity, which is important for attracting new residents and businesses. However, it is important to manage growth in a responsible way that takes into account the needs and concerns of current residents. This may involve creating policies and regulations that balance development with environmental sustainability, traffic management, and affordable housing. Additionally, it is essential to provide the community with real input into how the town is shaped. This means creating opportunities for residents to participate in planning and decision-making processes that affect their quality of life. By fostering a culture of engagement and collaboration, the community can work together to create a vision for the future of Huntersville that reflects the values and aspirations of its residents.

**What obstacles do you see to achieving this vision?**

Several obstacles could stand in the way of achieving this vision for Huntersville in the next 10 to 15 years. One significant challenge is managing growth in a responsible way. As the population grows and new businesses move into the area, there may be pressure to prioritize development over environmental concerns or the needs of existing residents. Balancing the interests of different stakeholders and ensuring that growth is sustainable and equitable can be a difficult task. Another obstacle is ensuring that the development of a downtown area is inclusive and benefits the entire community. There may be concerns about gentrification, displacement of low-income residents, and the loss of community character. It is important to involve residents in the planning process and prioritize the creation of affordable housing and community spaces to ensure that the downtown area is accessible and welcoming to all. Finally, ensuring that residents have a real say in shaping the town requires ongoing effort and commitment from local government and community organizations. It can be challenging to create meaningful opportunities for engagement and ensure that diverse voices are heard. Building trust between residents and local government, providing accessible channels for feedback, and following through on community priorities are all critical to achieving this goal.

**With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.**

With rapid development occurring in Huntersville and the surrounding area, there are several problems that may arise from this growth: Traffic congestion: As more people move to the area and new businesses are developed, there may be an increase in traffic congestion. This can cause delays, frustration, and reduced quality of life for residents. Housing affordability: Rapid development can lead to an increase in housing costs, making it more difficult for lower-income residents to afford to live in the area. This can result in displacement, reduced diversity, and loss of community character. Environmental concerns: Rapid development can put a strain on natural resources, leading to air and water pollution, habitat loss, and other environmental concerns. This can affect the health and quality of life of residents, as well as the long-term sustainability of the community. Strain on public services: As the population grows, there may be increased demand for public services such as schools, healthcare, and emergency services. This can put a strain on resources and lead to longer wait times or reduced quality of services. Loss of community character: Rapid development can change the character of a community, leading to a loss of local history and culture. This can result in a sense of disconnection and loss of community identity. Overall, while rapid development can bring economic benefits and new opportunities to a community, it is important to carefully consider and address the potential problems that may arise. This requires a thoughtful and collaborative approach that involves residents, local government, and other stakeholders in planning and decision-making processes.

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### Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

**Electronic Signature\***

Jack Zovistoski

**Signature Date\***

5/4/2023





**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jackie Huffman, Deputy Town Manager

**Date:** June 20, 2023

**Subject:** Introduction of GO Transportation Bond

---

**EXPLAIN REQUEST:**

Per bond counsel, the next step to have voters consider a transportation bond referendum is to introduce the bond order. Bond counsel has prepared the attached introduction.

**ACTION RECOMMENDED:**

Approve introduction of bond order.

**FINANCIAL IMPLICATIONS:**

Introduction has no impact to fund balance

**ATTACHMENTS:**

1. Intro of Transportation Bond Order - Town of Huntersville - 2023 GO Referendum

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION  
TRANSPORTATION BONDS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA**

**WHEREAS**, the Board of Commissioners of the Town of Huntersville, North Carolina has ascertained and hereby determines that it is necessary to pay the capital costs of constructing, reconstructing, enlarging, extending and improving streets and non-motorized paths, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including, without limitation, the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design, acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads and intersections, and acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers, and acquiring land, rights-of way and easements required for any of the foregoing; and

**WHEREAS**, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Transportation Bonds hereinafter described as required by the Local Government Bond Act, and the Town Clerk has notified the Board of Commissioners that the application has been accepted for submission to the Local Government Commission.

**NOW, THEREFORE, BE IT ORDERED** by the Board of Commissioners of the Town of Huntersville, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Transportation Bonds of the Town are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Transportation Bonds authorized by this order shall be \$50,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Transportation Bonds.

Section 3. A sworn statement of the Town's debt has been filed with the Town Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the Town at a referendum scheduled for November 7, 2023.

The foregoing bond order was read by title and introduced by the Board of Commissioners of the Town of Huntersville, North Carolina this 20th day of June, 2023.

STATE OF NORTH CAROLINA                    )  
                                                          )       ss:  
TOWN OF HUNTERSVILLE                    )

I, Janet Pierson, Town Clerk of the Town of Huntersville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the Board of Commissioners as it relates to the introduction of the bond order entitled “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA**” by the Board of Commissioners of the Town of Huntersville, North Carolina, at a meeting held on the 20th day of June, 2023 and that such proceedings are to be recorded in the minute books of said Board of Commissioners.

***WITNESS*** my hand and the seal of the Town of Huntersville, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Janet Pierson, Town Clerk  
Town of Huntersville, North Carolina

(SEAL)



**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jackie Huffman, Deputy Town Manager

**Date:** June 20, 2023

**Subject:** Introduction of GO Parks and Recreation Bond Order

---

**EXPLAIN REQUEST:**

Per bond counsel, the next step to have voters consider a parks and recreation bond referendum is to introduce the bond order. Bond Counsel has prepared the attached introduction.

**ACTION RECOMMENDED:**

Introduce bond order

**FINANCIAL IMPLICATIONS:**

No impact to fund balance.

**ATTACHMENTS:**

1. Intro of Parks Rec Bond Order - Town of Huntersville - 2023 GO Referendum

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$8,000,000 GENERAL OBLIGATION  
PARKS AND RECREATION BONDS OF THE TOWN OF HUNTERSVILLE, NORTH  
CAROLINA**

**WHEREAS**, the Board of Commissioners of the Town of Huntersville, North Carolina has ascertained and hereby determines that it is necessary to pay the capital costs of acquiring and constructing parks and recreation facilities and athletic fields, including, without limitation, the expansion of the Town recreation center, renovating and expansion of existing parks and recreation facilities and athletic fields, including improvements to the Huntersville Family Fitness & Aquatics facility, developing parkland, greenways and trails, and acquiring land, rights of-way and easements for park and recreation uses, if necessary; and

**WHEREAS**, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Parks and Recreation Bonds hereinafter described as required by the Local Government Bond Act, and the Town Clerk has notified the Board of Commissioners that the application has been accepted for submission to the Local Government Commission.

**NOW, THEREFORE, BE IT ORDERED** by the Board of Commissioners of the Town of Huntersville, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Parks and Recreation Bonds of the Town are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Parks and Recreation Bonds authorized by this order shall be \$8,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Parks and Recreation Bonds.

Section 3. A sworn statement of the Town's debt has been filed with the Town Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the Town at a referendum scheduled for November 7, 2023.

The foregoing bond order was read by title and introduced by the Board of Commissioners of the Town of Huntersville, North Carolina this 20th day of June, 2023.

STATE OF NORTH CAROLINA                     )  
                                                              )       ss:  
TOWN OF HUNTERSVILLE                     )

I, Janet Pierson, Town Clerk of the Town of Huntersville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the Board of Commissioners as it relates to the introduction of the bond order entitled “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$8,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA**” by the Board of Commissioners of the Town of Huntersville, North Carolina, at a meeting held on the 20th day of June, 2023 and that such proceedings are to be recorded in the minute books of said Board of Commissioners.

**WITNESS** my hand and the seal of the Town of Huntersville, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Janet Pierson, Town Clerk  
Town of Huntersville, North Carolina

(SEAL)



**Town of Huntersville  
Town Board  
June 20, 2023**

**To:** Town Board

**From:** Jackie Huffman, Deputy Town Manager

**Date:** June 20, 2023

**Subject:** Resolution authoring bond orders and setting bond public hearing

---

**EXPLAIN REQUEST:**

Per Bond Counsel, after introduction of the bond orders, the next step in considering November 2023 bond referendums is to adopt the attached resolution. This resolution specifies holding a public hearing on July 17 regarding the planned November 2023 transportation and parks and recreation referendums.

**ACTION RECOMMENDED:**

Adopt Resolution

**FINANCIAL IMPLICATIONS:**

Approval of resolution has no impact to fund balance.

**ATTACHMENTS:**

1. Resolution setting Public Hearing - Town of Huntersville - 2023 GO Referendum (Transportation and Parks Rec)

**RESOLUTION OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS AND \$8,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING**

**WHEREAS**, bond orders entitled:

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA;” and

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$8,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA;”

have been introduced at a meeting of the Board of Commissioners (the “*Board of Commissioners*”) of the Town of Huntersville, North Carolina this 20th day of June, 2023; and

**WHEREAS**, the Board of Commissioners desires to provide for the holding of a public hearing thereon on July 17, 2023 and the submission of a statement of debt and a statement of disclosures in connection therewith as required by The Local Government Bond Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA** that the public hearing on said bond orders shall be held on the 17th day of July, 2023 at or about 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078.

**BE IT FURTHER RESOLVED** that the Town Clerk is hereby directed to cause a copy of said bond orders to be published with a notice of such hearing in the form prescribed by law in a newspaper of general circulation in the Town on or before the 11th day of July, 2023.

**BE IT FURTHER RESOLVED** that the Town’s finance officer is hereby directed to (1) file a sworn statement of debt with the Local Government Commission and the Town Clerk as prescribed by law and (2) file the Statement of Disclosure with the Local Government Commission and the Town Clerk, which will be maintained by the Town Clerk and posted online on the Town’s website, as prescribed by law.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective on the date of its adoption.

Adopted this 20th day of June, 2023.

STATE OF NORTH CAROLINA                     )  
                                                              )       ss:  
TOWN OF HUNTERSVILLE                     )

I, Janet Pierson, Town Clerk of the Town of Huntersville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled “**RESOLUTION OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS AND \$8,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING**” duly adopted by the Board of Commissioners of the Town of Huntersville, North Carolina, at a meeting held on the 20th day of June, 2023 and that such proceedings are to be recorded in the minute books of said Board of Commissioners.

**WITNESS** my hand and the seal of the Town of Huntersville, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Janet Pierson, Town Clerk  
Town of Huntersville, North Carolina

(SEAL)