



AGENDA

Regular Town Board Meeting

June 7, 2021 - 6:00 PM

HUNTERSVILLE RECREATION CENTER (11836 Verhoeff Drive)

Meeting Information *This meeting will be held in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC. The public may attend the meeting in-person or watch it via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>. The public is invited to comment during public comments or during any public hearings in person at the Huntersville Recreation Center, 11836 Verhoeff Drive.*

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

1.A. Discuss General Residential Zoning. *(Jack Simoneau)*

1.B. Huntersville Sesquicentennial Celebration Discussion. *(Commissioner Boone)*

2. Call to Order

3. Invocation - Moment of Silence

4. Pledge of Allegiance

5. Mayor and Commissioner Reports-Staff Questions

6. Public Comments, Requests, or Presentations

7. Agenda Changes

8. Public Hearings

8.A. Conduct public hearing on petition to abandon a 0.478-acre portion of Oyster Lane (an un-opened public right-of-way) located north of Hylas Lane and south of Prosperity Church Road. *(David Peete)*

- 8.B. Conduct public hearing on petition to abandon two un-opened public right-of-ways (Tract A - 0.305-acres & Tract B - 0.634-acres) located south of Gilead Road, north of Greenway Street, east of Hillcrest Drive and west of Old Statesville Road. (*David Peete*)

9. Other Business

- 9.A. Consider adopting the budget for fiscal year 2021-2022. (*Anthony Roberts*)
- 9.B. Consider approving proposed rate modifications for Huntersville ElectriCities' customers. (*Don Mitchell*)
- 9.C. Consider appointments to the Planning Board. (*Jack Simoneau*)
- 9.D. Consider appointments to the Board of Adjustment. (*Jack Simoneau*)
- 9.E. Consider approving Rosedale Nature Park Dog Park Rules and Regulations. (*Michael Jaycocks*)
- 9.F. Consider approving LKN Kiwanis Mural for Veterans Park Restroom Building. (*Tracy Houk*)

10. Consent Agenda

- 10.A. Approve the minutes of the April 5, 2021 Regular Town Board Meeting. (*Janet Pierson*)
- 10.B. Adopt Resolution to award the bid for the Downtown Greenway Phase 1 - Trailhead Project and approve the construction contract. (*Michael Jaycocks*)
- 10.C. Adopt Resolution to award the Holbrook Street Extension Construction Contract. (*Kevin Fox*)
- 10.D. Approve property tax refunds. (*Pattie McGinnis*)
- 10.E. Cancel the July 5, 2021 Regular Town Board Meeting. (*Janet Pierson*)

11. Closing Comments

12. Adjourn

** * * * *For public comment periods and public hearings other than public zoning hearings, persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. Designated spokespersons may speak for a maximum of nine (9) minutes. However, when a designated spokesperson is called upon to speak, any speakers yielding their time to the spokesperson must identify themselves and confirm the yield. The Mayor, or the Mayor Pro Tem in the absence of the Mayor, shall have the discretion to shorten the allotted speaking time depending on the number of persons registered to speak and in consideration of the length of the agenda. Speakers shall not use or provide any technological presentations, including, but not limited to, videos or PowerPoint presentations. * * * * **

**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: David Peete, Principal Planner

Date: June 7, 2021

Subject: Right-of-Way Abandonment - Huntersville Market

EXPLAIN REQUEST:

Hold Public Hearing on petition to abandon a 0.478-acre portion of Oyster Lane (an unopened public right-of-way) located north of Hylas Lane and south of Prosperity Church Road.

ACTION RECOMMENDED:

Continue Public Hearing to June 21, 2021.

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

1. Res. of intent to close ROW - Huntersville Marketplace (signed)



**RESOLUTION DECLARING INTENT TO ABANDON AND
CLOSE A PART OF OYSTER LANE**

WHEREAS, Cambridge-Huntersville, LLC has filed a petition to close a part of Oyster Lane in the Town of Huntersville, as designated as “Oyster Lane – To Be Abandoned” in the survey attached as Exhibit A; and

WHEREAS, N.C.G.S. § 160A-299 allows for a municipality to permanently close any street or public alley; and

WHEREAS, N.C.G.S. § 160A-299 requires that the Board of Commissioners for the Town of Huntersville (the “Board”) first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley; and

WHEREAS, the Board desires to, pursuant to N.C.G.S. § 160A-299, declare its intent to close a part of Oyster Lane, described as “Oyster Lane – To Be Abandoned” in the attached Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

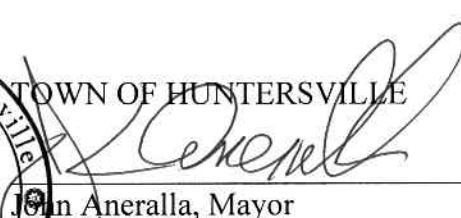
1. The Board hereby resolves that it intends to close a part of Oyster Lane, described as “Oyster Lane – To Be Abandoned” in the survey attached as Exhibit A.
2. The Board hereby calls a public hearing the question of closing the unopened rights-of-way to be held at 6:00pm on Monday, the 7th day of June, 2021, both in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC, 28078, and virtually via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>.
3. The Clerk of the Board is hereby directed to publish a copy of this Resolution once a week for four successive weeks prior to the public hearing.
4. This Resolution shall be effective as of the date of its adoption.

Adopted this 17th day of May 2021.

ATTEST:


Janet Pierson, Town Clerk




John Aneralla, Mayor

APPROVED AS TO FORM:

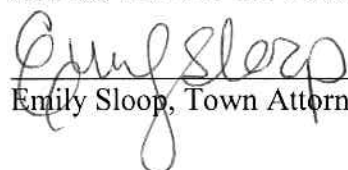

Emily Sloop, Town Attorney

Exhibit A

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG PETITION

TO THE MEMBERS OF THE BOARD OF COMMISSIONERS OF
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

(name of petitioner) Cambridge-Huntersville, LLC respectfully files this
Petition and requests that (a portion or all of),
(name of street or location of alley) Oyster Lane
lying (general description of location) between Hylas Lane and Prosperity Church Road extension

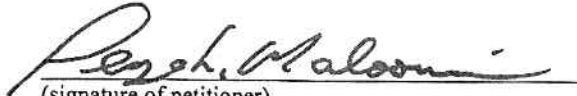
as shown on the map attached hereto and made a part hereof marked "Exhibit A", be
closed and abandoned in accordance with the provisions of Chapter 160A, Section 299,
subsection (a) of the General Statutes of North Carolina.

In support of this Petition, your petitioner respectfully alleges that:

1. (give reason for requested closing)
Hylas Lane was never constructed and its abandonment was approved as a part
of the rezoning of the adjacent property (Petition #R19-18, approved 11/16/20)
2. The closing of Hylas Lane Street is not
contrary to the public interest.
3. No individual, partnership or corporation owning property in the vicinity
of Hylas Lane Street or in the subdivision in which it is located will be deprived of
reasonable means of ingress and egress to his or its property by virtue of the closing.
4. The street (or portion thereof) which petitioner requests be closed and
abandoned is more particularly described by interested bounds in "Exhibit B", attached
hereto and made a part hereof.
5. The street (or portion there of), requested to be closed and abandoned
has not been previously accepted by the North Carolina Department of Transportation
for maintenance.

Wherefore, petitioner respectfully requests the Board of Commissioners of the
Town of Huntersville consider this Petition and set the time for public hearing upon this
matter as required by law.

Respectfully submitted the 21st day of April, 2021


(signature of petitioner)

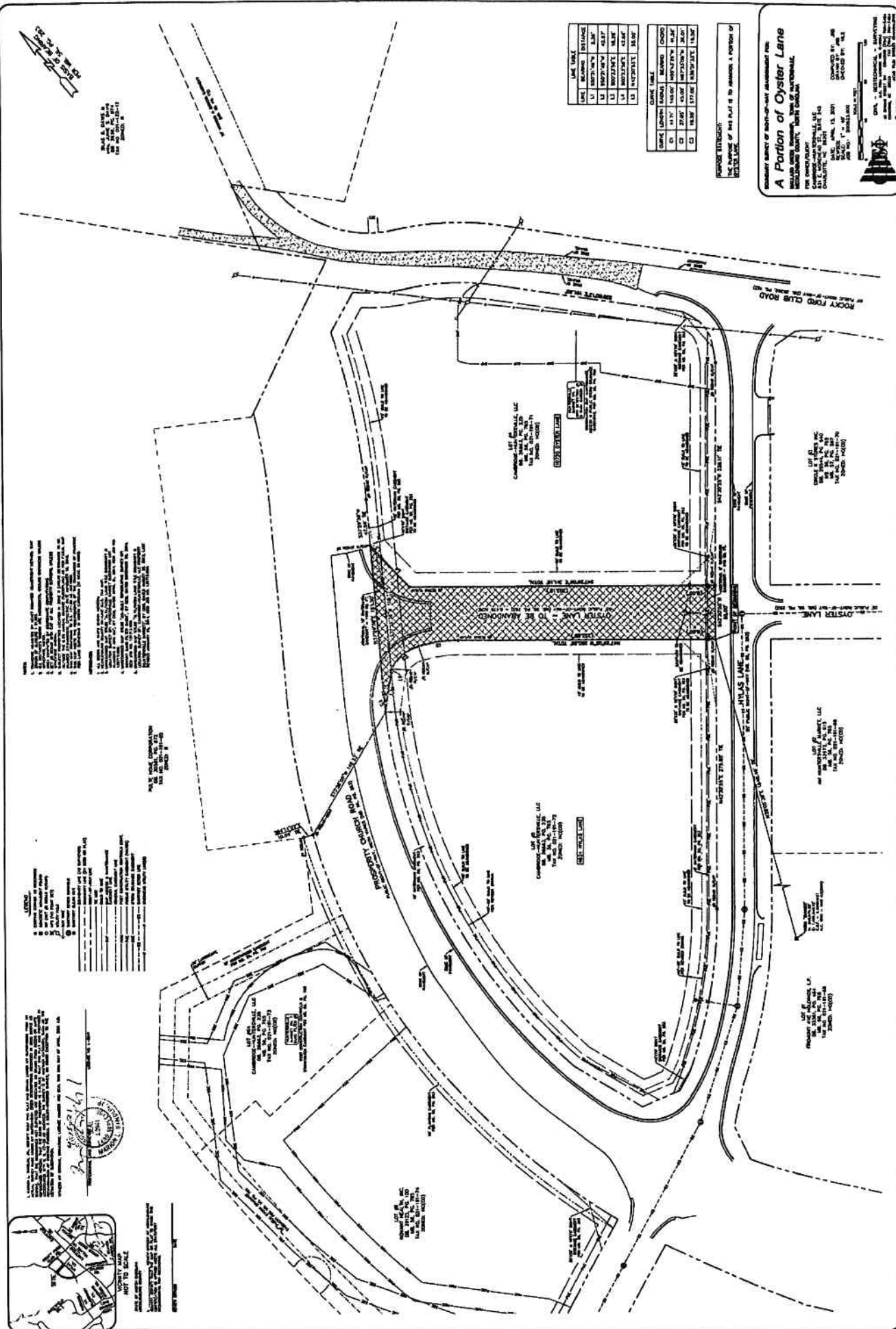
George Maloomian, Manager of Cambridge-Huntersville, LLC
(Print Name)

Address: 831 E. Morehead Street, Ste. 245

Charlotte, NC 28202

Telephone Number: 704-333-2393

Exhibit A



**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: David Peete, Principal Planner

Date: June 7, 2021

Subject: Right-of-way Abandonment - Town Center

EXPLAIN REQUEST:

Conduct public hearing on petition to abandon two un-opened public right-of-ways (Tract A - 0.305-acres & Tract B - 0.634-acres) located south of Gilead Road, north of Greenway Street, east of Hillcrest Drive and west of Old Statesville Road.

ACTION RECOMMENDED:

Continue Public Hearing to June 21, 2021.

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

1. Res. of intent to close ROW - North State (signed)



**RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE A PART OF
HOLBROOK STREET AND AN UNOPENED RIGHT-OF-WAY**

WHEREAS, North State HTC, LLC has filed a petition to close a part of Holbrook Street in the Town of Huntersville, as designated as Tract "A" and an unopened right-of-way, designated as Tract "B," Tract "C," and Tract "D" in the attached Exhibit A; and

WHEREAS, N.C.G.S. § 160A-299 allows for a municipality to permanently close any street or public alley; and

WHEREAS, N.C.G.S. § 160A-299 requires that the Board of Commissioners for the Town of Huntersville (the "Board") first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley; and

WHEREAS, the Board desires to, pursuant to N.C.G.S. § 160A-299, declare its intent to close a part of Holbrook Street, described as Tract A, and an unopened right-of-way, described as Tract B, Tract C, and Tract D in the attached Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board hereby resolves that it intends to close a part of Holbrook Street, described as Tract A, and an unopened right-of-way, described as Tract B, Tract C, and Tract D in the attached Exhibit A.
2. The Board hereby calls a public hearing the question of closing the unopened rights-of-way to be held at 6:00pm on Monday, the 7th day of June, 2021, both in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC, 28078, and virtually via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>.
3. The Clerk of the Board is hereby directed to publish a copy of this Resolution once a week for four successive weeks prior to the public hearing.
4. This Resolution shall be effective as of the date of its adoption.

Adopted this 17th day of May, 2021.

ATTEST:


Janet Pierson, Town Clerk



TOWN OF HUNTERSVILLE


John Aneralla, Mayor

APPROVED AS TO FORM:

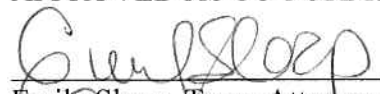

Emily Sloop, Town Attorney

Exhibit A

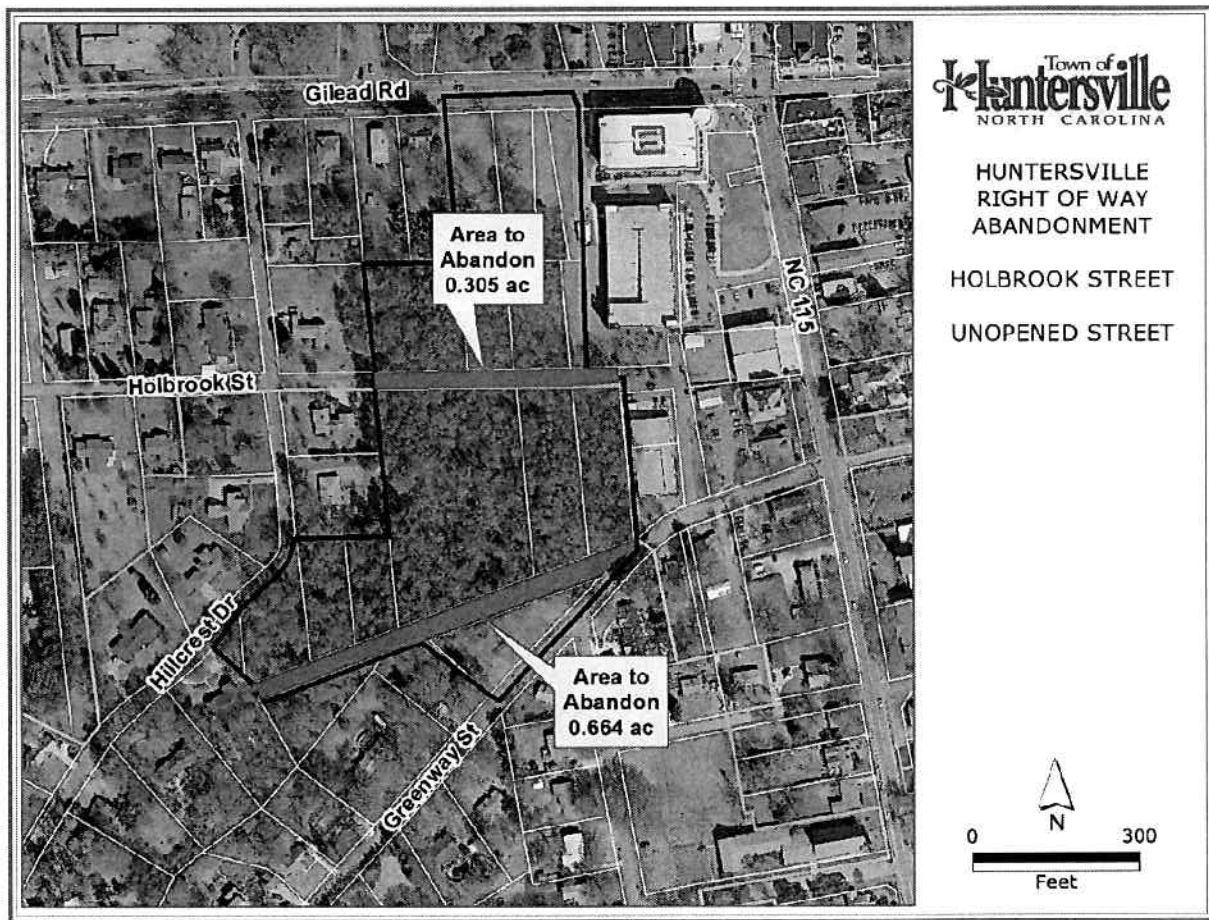
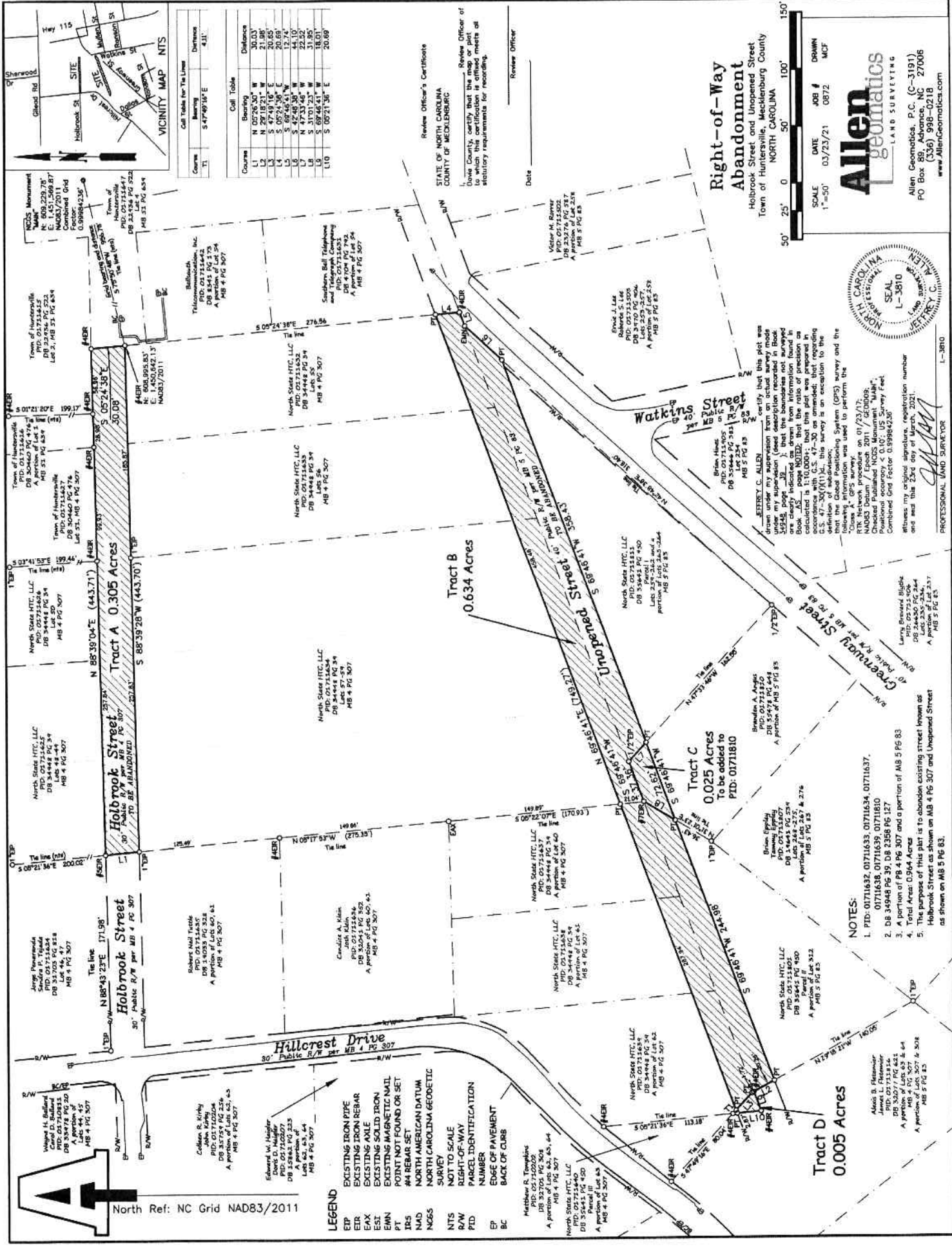


Exhibit A



Call Table for Tie Lines

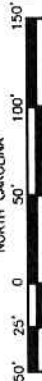
Course	Bearing	Distance
T1	S 47°49'16" E	4.11'

Call Table

Course	Bearing	Distance
L1	N 00°26'30" W	30.03'
L2	N 00°26'30" W	30.03'
L3	S 47°49'16" E	20.65'
L4	S 00°24'36" E	20.65'
L5	S 69°48'41" W	12.74'
L6	N 47°53'46" W	22.50'
L7	S 31°01'23" W	31.95'
L8	S 69°48'41" W	18.01'
L10	S 00°21'30" E	20.69'

Right-of-Way
Abandonment

Holbrook Street and Unopened Street
Town of Huntersville, Mecklenburg County
NORTH CAROLINA



SCALE
1"=50'

DATE
02/23/21

JOB #
0872

DRAWN
MCF



Allen Geomatics, P.C. (C-3191)
PO Box 89, Advance, NC 27006
(336) 998-0218
www.AllenGeomatics.com



I, JERRY C. ALLEN, certify that this plat was prepared by me or under my supervision and that I am a duly Licensed Professional Land Surveyor in the State of North Carolina. I further certify that the boundaries shown on this plat are the result of a survey conducted in accordance with the laws of the State of North Carolina and the rules and regulations of the Board of Geomatics. This survey is an exception to the provisions of the General Land Survey Act of 1904, as amended, which require that a survey be conducted in accordance with the rules and regulations of the Board of Geomatics. This survey is an exception to the provisions of the General Land Survey Act of 1904, as amended, which require that a survey be conducted in accordance with the rules and regulations of the Board of Geomatics.

NOTES:
1. PID: 01711632, 01711633, 01711634, 01711637, 01711638, 01711639, 01711640
2. DB 34948 PG 39, DB 2358 PG 127
3. A portion of PG 4 PG 307 and a portion of PG 5 PG 83
4. Total Area: 0.964 Acres
5. The purpose of this plat is to abandon existing street known as Holbrook Street as shown on MB 4 PG 307 and Unopened Street as shown on MB 5 PG 83.

LEGEND

- ETP EXISTING IRON PIPE
- EIR EXISTING IRON REBAR
- EAX EXISTING AXLE
- ESI EXISTING SOLID IRON
- EMN EXISTING MAGNETIC NAIL
- PT POINT NOT FOUND ON SET
- IRS #4 REBAR SET
- NAD NORTH AMERICAN DATUM
- NC65 NORTH CAROLINA GEODETIC SURVEY
- NTS NOT TO SCALE
- R/W RIGHT-OF-WAY
- PID PARCEL IDENTIFICATION NUMBER
- EP EDGE OF PAVEMENT
- BC BACK OF CURB

North Ref: NC Grid NAD83/2011

**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Janet Pierson, Town Clerk

Date: June 7, 2021

Subject: Adoption of Budget

EXPLAIN REQUEST:

Consider adopting the budget for fiscal year 2021-2022.

ACTION RECOMMENDED:

Adopt Budget

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Budget Ordinance - 2021-2022

**2021-2022 BUDGET ORDINANCE
TOWN OF HUNTERSVILLE**

WHEREAS the Town of Huntersville is required by the North Carolina Local Government Budget and Fiscal Control Act to adopt an annual balanced budget;

AND WHEREAS a balanced budget has been prepared for the Town of Huntersville for the fiscal year 2021-2022 under the provisions set forth in the above referenced legislation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Huntersville adopts the following budget ordinance:

BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina:

Section 1A – The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Expenditures	
Governing Body	\$ 303,813
Lake Norman Reg. Economic Dev. Corp	311,787
Business Investment Grants	57,500
Administration	3,604,558
Capital Projects	4,880,528
Town Center/Parking Deck	309,980
Planning	1,700,559
Police	14,861,380
Engineering	4,530,805
Public Works	6,592,190
Parks and Recreation	4,459,755
Fire and Safety	4,966,679
Powell Bill	2,725,500
Storm Water	1,980,000
Tourism Tax	1,350,000
Debt Service	4,098,795
	\$ 56,733,829

Section 1B – It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Revenue	
Ad Valorem Taxes	\$ 22,703,815
Vehicle Tax	1,737,100
Rental Vehicle Tax	36,000
Penalties & Interest	50,000
Fire Tax	1,067,580
Local Option Sales Tax	6,000,000
Transportation Sales Tax	3,500,000
Utilities Franchise Tax	2,400,000
Tele/Satellite Sales Tax	720,000
Beer & Wine Tax	248,000
ABC Revenue	100,000
Solid Waste Fee	2,123,270
Waste Disposal Fee	40,000
School Resource Officer	346,632
Police Revenue	64,500
Policing ETJ	1,380,000
Recreation Fees	807,100
Rent from Electricities	70,000
Electric Admin. Fund	50,000
Planning & Zoning	55,500
Investment Earnings	50,000
Rental Income	30,001
Misc. Revenue	370,950
Hotel/Motel	350,000
Prepared Food Tax	900,000
U Drive it	100,000
Powell Bill	1,450,000
Storm Water	1,150,000
Reimbursement LNREDC	311,787
Sale of Building	1,800,000
Mecklenburg County	392,400
Equity Distribution	150,423
Powell Bill Reserve	1,275,500
Storm Water Reserve	830,000
General Fund Reserve	4,073,271
Total Revenue	\$ 56,733,829

Section 1C – There is hereby levied a tax at the rate of twenty-four cents (\$0.24) per one hundred dollars (\$100) valuation of the property as listed for taxes as of January 1, 2021, for the purpose of current year property taxes listed under “Ad Valorem Taxes” in the General Fund in Section 1B. This rate is based on an estimated total valuation of property for the purposes of taxation of \$9,743,577,106 and an estimated rate of collection of ninety-eight point five (98.50%).

Section 1D – There is hereby levied a fee of \$109 annually for the purpose of solid waste collection.

Section 2A – The following amounts are hereby appropriated in the Electric Fund for the operation of the Town's electrical system for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Electrical System Expenditures	\$ 29,037,040
Total Expenditures	\$ 29,037,040

Section 2B – It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Charges for Electricity	\$ 24,787,000
Other Revenues	4,250,040
Total Revenue	\$ 29,037,040

Section 3A – The following amounts are hereby appropriated in the Huntersville Family Fitness and Aquatics Center Fund for the operation of the Town's Fitness and Aquatics Center for the fiscal year beginning July 1, 2021 ending June 30, 2022:

Huntersville Family & Aquatics Expenditures	\$ 3,627,065
Total Expenditures	\$ 3,627,065

Section 3B – It is estimated that the following revenues will be available in the Huntersville Family Fitness and Aquatics Center Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Joining/Monthly Fees	\$ 1,743,065
Other Revenues	1,884,000
Total Revenue	\$ 3,627,065

Section 4A – The following amounts are hereby appropriated in the Special Revenue Fund for the operation of the Transportation Reserve Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Transportation Reserve Expenditures	\$ 1,620,248
Total Expenditures	\$ 1,620,248

Section 4B – It is estimated that the following revenues will be available in the Special Revenue Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022 based on a fee of \$20 per vehicle.

Vehicle Registration Fee	\$ 940,000
Transportation Fund balance	680,248
Total Revenue	\$ 1,620,248

Section 5A – The following amounts are hereby appropriated in the Special Revenue Fund for the operation of the Commerce Station Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Commerce Station Expenditures	\$ 538,352
Total Expenditures	<u><u>\$ 538,352</u></u>

Section 5B – It is estimated that the following revenues will be available in the Special Revenue Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Ad Valorem Tax	\$ 330,000
Commerce Station Fund balance	208,352
Total Revenue	<u><u>\$ 538,352</u></u>

Section 6A – The following amounts are hereby appropriated in the Special Revenue Fund for the operation of the Land Development Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Land Development Expenditures	\$ 707,045
Total Expenditures	<u><u>\$ 707,045</u></u>

Section 6B – It is estimated that the following revenues will be available in the Land Development Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Land Development revenue	\$ 637,500
Land Development Fund balance	69,545
Total Revenue	<u><u>\$ 707,045</u></u>

Section 7 – The North Carolina Local Government Budget and Fiscal Control Act allows the Board of Commissioners to amend the Budget Ordinance any time during the fiscal year, so long as it complies with the North Carolina General Statutes.

Section 8 – All capital items, (items exceeding \$5,000), are to be approved in accordance with the adopted annual budget. The Finance Officer will maintain a list of approved capital outlay items and any changes must be approved by the Town Manager.

Section 9 – Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding encumbrances as of June 30, 2021 added to each appropriation, as it appears in order to account for the expenditures in the fiscal year they are paid.

Section 10 – A copy of this Budget Ordinance shall be furnished to the Director of Finance and Administration for the Town of Huntersville to be kept on file for direction in the disbursement of funds.

Adopted this 7th day of JUNE, 2021

**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Pattie Ellis, Finance Director

Date: June 7, 2021

Subject: Proposed Electric Rate Modifications

EXPLAIN REQUEST:

The proposed rate modifications for the Huntersville Electricities' customers are based upon a cost of service study performed by Booth and Associates, LLC. These rates are incorporated in the Electric Fund's Budget for FY 2022 and will be effective July 1, 2021.

ACTION RECOMMENDED:

Approve Board Action

FINANCIAL IMPLICATIONS:

Additional revenue of \$1,858,000.

ATTACHMENTS:

1. Electric Rate Review Memo by ElectriCities
2. Huntersville Rate Schedule Final 2021



TO: Anthony Roberts, Huntersville Town Manager

FROM: Don Mitchell, Electric System Manager

DATE: May 27, 2021

SUBJECT: Electric Rate Review for FY 22 Budget

As part of the budget process and as part of ElectriCities’ assessment of rates in general for the Town’s municipal electric utility service, I reviewed data and the rate increases from the 2020 Booth and Associates Cost of Service Study (“Booth COS Study”) in consideration of the proposed FY 22 budget. This memo provides for your consideration the results of our rate review.

The Booth COS Study included a projection of revenue and anticipated cost of service – both for the electric service in its entirety as well as for specific customer classes. From these projections, the study then recommended rates for each customer class, as well as projected revenues and costs in the coming year. We took this information into account in order to submit a budget for the Town’s consideration. This review process helps confirm the continued validity of the Booth COS Study and improves the accuracy of our budget submissions. Our recommendation for the Board’s establishment of electric service utility rates is fact-based and data-driven.

As you are aware, the current version of the proposed FY 22 budget has the rate increases proposed in the Booth COS study. Below is a chart comparing the data used by Booth and the proposed budget.

April 2021 Electric Rate Review-Town of Huntersville

	Booth FY 22	FY 22 Budget
Electric Sales	\$23,061,424	\$25,183,000
Other	\$233,000	\$357,000
Total Revenue	\$23,294,424	\$25,540,000
Power Cost	\$19,004,874	\$18,545,000
Salaries	\$1,492,449	\$1,551,300
Contracted Services	\$291,217	\$320,200
Other Operating Expenses	\$775,523	\$1,963,440
System Improvements	\$4,222,400	\$6,657,100
Total Cost of Service	\$25,786,463	\$29,037,040

Margin	-\$2,492,039	-\$3,497,040
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As the chart illustrates, there are some differences in the Booth estimate of FY 22 and the proposed FY 22 budget. The overall budget is trending in a similar direction as Booth anticipated with a negative

margin due to high capital expenses associated with the construction of delivery #4. The Booth COS Study shows negative margins in FY 22 and FY 23 with positive margins beginning in FY 24. While the proposed negative margin in the FY 22 budget is greater than what Booth projected, I believe the Town should consider the rate increases as proposed by the Booth COS Study. Exhibit 1 attached to this memo sets forth those rates, to be effective for service beginning July 1, 2021.

If the FY 23 budget has a larger negative margin, it may be necessary to adjust rates in July 2022 to move towards the recommended reserve balance.

Please let me know if you have questions.

Cc: Jackie Huffman

Town of Huntersville

Electric Rates And Electric Service Policy



Adopted XXX yy, 2021

RESIDENTIAL SERVICE – SCHEDULE 1E, 5E

rate schedule is available to all residential customers within the territory served by the Town. The obligations of the Town in regard to supplying electric service are dependent upon its securing and retaining all necessary rights-of-way, privileges and permits for the delivery of such service. The Town shall not be liable to any customer or applicant for electric service in the event it is delayed in, or is prevented from, furnishing the electric service by its failure to secure and retain such rights-of-way, privileges and permits.

APPLICABILITY. This rate schedule is applicable to all electric service exclusively for domestic purposes to individual (single-family) private residences, condominiums, mobile homes, individually metered apartment units and farm homes. This rate schedule is not applicable to businesses, licensed boarding or rooming houses, fraternity or sorority houses advertised as such, educational institutions or facilities, or apartment houses if served by a single meter. Standby or resale service is not permitted under this rate schedule.

CHARACTER OF SERVICE. Service under this rate schedule shall be alternating current, 60 Hertz, single phase, through one meter, at one delivery point, at the following approximate voltage:

Single Phase 120/240 volts

MONTHLY RATE

A. Basic Customer Charge	\$17.40
B. Energy Charge	
Summer (June-September) All Energy	\$0.11494 per kWh
Winter (October-May) All Energy	\$0.09961per kWh

SALES TAX. Any applicable sales tax will be added to the monthly bill as determined above.

PURCHASED POWER ADJUSTMENT. The current Purchased Power Adjustment Rate Rider PP-1 shall apply to all service provided under this schedule.

MINIMUM CHARGE. The minimum monthly charge shall be the Basic Customer Charge.

SERVICE REGULATIONS. The applicable provisions of the current Service Regulations are made a part of this Schedule.

RENEWABLE ENERGY PORTFOLIO STANDARD: The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all service provided under this schedule.
Effective for service as determined by meter readings on and after July 1, 2021.

SMALL COMMERCIAL SERVICE – SCHEDULE 3E, 3E3P, 3ETS

is available only to commercial consumers for service supplied to an individual store or commercial establishment purchasing all of its power requirements from the Town and having a demand less than 100 kW within the last 12 consecutive months. Service will only be provided to facilities constructed in conformance with the Town's specifications. Power delivered under this schedule is not available for resale, breakdown or parallel operation.

TYPE OF SERVICE. The Town will furnish 60-cycle service through one meter, at one delivery point, at one of the following voltages:

- Single Phase 120/240 or
- Three Phase 208/120 or 480/277 volts from a 4 wire Wye connected circuit. (Prospective consumers should ascertain the available type of service before purchasing equipment).

Motors in excess of 5 HP must be three phase; however, all motors must be of a type approved by the Town and the Town may require devices to control the motor starting current. Customers receiving 3-phase service shall provide 3-phase protection. The Town will not be liable for single phasing of any installation.

MONTHLY RATE

A. Basic Customer Charge:	\$26.00
Three Phase Basic Customer Charge	\$36.35
B. Demand Charge:	
First 30 kW of Billing Demand per Month	No Charge
All Over 30 kW of Billing Demand per Month	\$5.52
C. Energy Charge:	
Summer (June- September)	
First 3,000 kWh	\$0.1277 per kWh
Over 3,000 kWh	\$0.084 per kWh
Winter (October-May)	
First 3,000 kWh	\$0.1277 per kWh
Over 3,000 kWh	\$0.0822 per kWh

SALES TAX. Current North Carolina utility sales tax shall be added to the above charges.

PURCHASED POWER ADJUSTMENT. The current Purchased Power Adjustment Rate Rider PP-1 shall apply to all service provided under this schedule.

SERVICE REGULATIONS. The applicable provisions of the current Service Regulations are made a part of this Schedule.

RENEWABLE ENERGY PORTFOLIO STANDARD: The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all service provided under this schedule.

Effective for service as determined by meter readings on and after July 1, 2021.

MEDIUM COMMERCIAL SERVICE – SCHEDULE 4E

is available only to commercial consumers for service supplied to an individual store or commercial establishment purchasing all of its power requirements from the Town and having a demand greater than 100 kW within the last 12 consecutive months. Service will only be provided to facilities constructed in conformance with the Town's specifications. Power delivered under this schedule is not available for resale, breakdown or parallel operation.

TYPE OF SERVICE. The Town will furnish 60-cycle service through one meter, at one delivery point, at one of the following voltages:

- Single Phase 120/240 or
- Three Phase 208/120 or 480/277 volts from a 4 wire Wye connected circuit. (Prospective consumers should ascertain the available type of service before purchasing equipment).

Motors in excess of 5 HP must be three phase; however, all motors must be of a type approved by the Town and the Town may require devices to control the motor starting current. Customers receiving 3-phase service shall provide 3-phase protection. The Town will not be liable for single phasing of any installation.

MONTHLY RATE

A. Basic Customer Charge:	\$140.68
B. Demand Charge:	
All kW	\$6.24
C. Energy Charge:	
Summer (June- September)	
First 100 kWh per kW	\$0.09159 per kWh
Over 100 kWh per kW	\$0.06527 per kWh
Winter (October-May)	
First 100 kWh per kW	\$0.09159 per kWh
Over 100 kWh per kW	\$0.05118 per kWh

SALES TAX. Current North Carolina utility sales tax shall be added to the above charges.

PURCHASED POWER ADJUSTMENT. The current Purchased Power Adjustment Rate Rider PP-1 shall apply to all service provided under this schedule.

SERVICE REGULATIONS. The applicable provisions of the current Service Regulations are made a part of this Schedule.

RENEWABLE ENERGY PORTFOLIO STANDARD: The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all service provided under this schedule.

Effective for service as determined by meter readings on and after July 1, 2014.

Electric Rate Schedule MI-OP Medium Industrial Service

AVAILABILITY

Available only to establishments classified as “Manufacturing Industries” by the Standard Industrial Classification Manual, 1957 or later version, published by the Bureau of Budget, United States Government, and where more than 50% of the electric consumption of such establishment is used for its manufacturing processes whose monthly demand exceeds 100 kW in any three months of the preceding twelve months, but is less than 3,000 kW.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for the delivery of such power, and the Town shall not be liable to any customer or applicant for power in the event the Town is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

TYPE OF SERVICE

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or

3 phase, 208Y/120 volts, 480Y/277 volts; or

3 phase 4160Y/2400, 12470Y/7200, or

3 phase voltages other than the foregoing, but only at the Town’s option, and provided that the size of the Customer’s load and the duration of the Customer’s contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Town’s specifications.

The type of service supplied will depend upon the voltage available at or near the Customer’s location. Prospective customers should ascertain the available voltage by inquiry at the office of the Town before purchasing equipment.

Schedule-MI-OP

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Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators and all motors of more than 25 HP must be of the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

MONTHLY RATE

A. Basic Facilities Charge		\$357.54
B. Demand Charge:		
Monthly Billing Demand		
Summer (June–Sept.)		\$17.88 per kW
Winter (Oct.–May)		\$4.40 per kW
Maximum Demand (all months)		\$2.03 per kW
C. Energy Charges:		
Summer (June–Sept.)	On-Peak	\$0.06258 per kWh
	Off-Peak	\$0.04573 per kWh
Winter (Oct.–May)	On-Peak	\$0.05583 per kWh
	Off-Peak	\$0.04177 per kWh

DEFINITION OF “MONTH”

The term “month” as used in the Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once a month.

DETERMINATION OF BILLING DEMAND

Billing Demand:

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.

On-Peak Periods:

On-peak periods are non-holiday weekdays during the following times:

June–September	2pm – 6pm
December–February	7am – 9am
All other months	7am – 9am and 2pm – 6pm

Holidays:

The following days of each calendar year are considered holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. In the event that any of the foregoing Holidays falls on a Saturday, the preceding Friday shall be deemed to be the Holiday. In the event any of the foregoing Holidays falls on a Sunday, the following Monday shall be deemed to be the Holiday.

Peak Management Days:

Peak Management Days are the days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the Town's wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1's integrated hourly loads during the hours of the On-Peak Period).

MAXIMUM DEMAND

Maximum demand shall be the highest integrated clock hour kW demand recorded during the current billing month.

NOTIFICATION BY TOWN

The Town will use diligent efforts to provide advance notice to the Customer of Peak Management Days if requested. However, the Town does not guarantee that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

DETERMINATION OF ENERGY

The kWh of energy shall be the sum of all energy used during the current billing month as indicated by watt-hour meter readings.

ON-PEAK ENERGY

For billing purposes in any month, On-Peak Energy, in kWh, shall be the metered energy during the On-Peak Energy Period, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM.

OFF-PEAK ENERGY

For billing purposes in any month, Off-Peak Energy, in kWh, shall be the metered total monthly energy less the amount of energy billed in that month under On-Peak Energy.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing by the average power factor in percent for that month.

CONTRACT PERIOD

Where applicable, each customer shall enter into a contract to purchase electricity from the Town for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days prior notice of such termination in writing; but the Town may require a contract for a longer original term of years where the requirement is justified by the circumstances.

SALES TAX

Applicable North Carolina sales tax shall be added to the customer's total charges for each month, determined in accordance with the above electric rates.

Effective July 1, 2021.

Electric Rate Schedule OP-3 Large Industrial Service

AVAILABILITY

Available only to establishments classified as “Manufacturing Industries” by the Standard Industrial Classification Manual, 1957 or later version, published by the Bureau of Budget, United States Government, and where more than 50% of the electric consumption of such establishment is used for its manufacturing processes whose monthly demand is greater than 3000 kW with a 60% load factor in any three months of the preceding twelve months, but has not exceeded a monthly demand of 10,000 kW.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for the delivery of such power, and the Town shall not be liable to any customer or applicant for power in the event the Town is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

TYPE OF SERVICE

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or

3 phase, 208Y/120 volts, 480Y/277 volts; or

3 phase 4160Y/2400, 12470Y/7200, or

3 phase voltages other than the foregoing, but only at the Town’s option, and provided that the size of the Customer’s load and the duration of the Customer’s contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Town’s specifications.

The type of service supplied will depend upon the voltage available at or near the Customer’s location. Prospective customers should ascertain the available voltage by inquiry at the office of the Town before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators and all motors of more than 25 HP must be of the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

MONTHLY RATE

A. Basic Facilities Charge		\$300.00
B. Demand Charge:		
Monthly Billing Demand		
Summer (June–Sept.)		\$17.50 per kW
Winter (Oct.–May)		\$5.00 per kW
Maximum Demand (all months)		\$5.40 per kW
C. Energy Charges:		
Summer (June-Sept.)	On-Peak	\$0.0582 per kWh
	Off-Peak	\$0.0425 per kWh
Winter (Oct.-May)	On-Peak	\$0.051 per kWh
	Off-Peak	\$0.0400 per kWh

DEFINITION OF “MONTH”

The term “month” as used in the Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once a month.

DETERMINATION OF BILLING DEMAND

Billing Demand:

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.

On-Peak Periods:

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm – 6pm
December-February	7am – 9am
All other months	7am – 9am and 2pm – 6pm

Holidays:

The following days of each calendar year are considered holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. In the event that any of the foregoing Holidays falls on a Saturday, the preceding Friday shall be deemed to be the Holiday. In the event any of the foregoing Holidays falls on a Sunday, the following Monday shall be deemed to be the Holiday.

Peak Management Days:

Peak Management Days are the days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the Town's wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1's integrated hourly loads during the hours of the On-Peak Period).

MAXIMUM DEMAND

Maximum demand shall be the highest integrated clock hour kW demand recorded during the current billing month.

NOTIFICATION BY TOWN

The Town will use diligent efforts to provide advance notice to the Customer of Peak Management Days if requested. However, the Town does not guarantee that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

DETERMINATION OF ENERGY

The kWh of energy shall be the sum of all energy used during the current billing month as indicated by watt-hour meter readings.

ON-PEAK ENERGY

For billing purposes in any month, On-Peak Energy, in kWh, shall be the metered energy during the On-Peak Energy Period, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM.

OFF-PEAK ENERGY

For billing purposes in any month, Off-Peak Energy, in kWh, shall be the metered total monthly energy less the amount of energy billed in that month under On-Peak Energy.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing by the average power factor in percent for that month.

CONTRACT PERIOD

Where applicable, each customer shall enter into a contract to purchase electricity from the Town for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days prior notice of such termination in writing; but the Town may require a contract for a longer original term of years where the requirement is justified by the circumstances.

SALES TAX

Applicable North Carolina sales tax shall be added to the customer's total charges for each month, determined in accordance with the above electric rates.

Effective July 1, 2021.

Industrial On-Peak Rate Electric Rate Schedule OP-4

AVAILABILITY

This rate is available only to establishments classified as “Manufacturing Industries” by the Standard Industrial Classification Manual, 1957 or later version, published by the Bureau of Budget, United States Government, and where more than 50% of the electric consumption of such establishment is used for its manufacturing processes whose monthly demand must equal or exceed 10,000 kW with a 60% load factor in any three months of the preceding twelve months and which began receiving service from the Town after July 1, 2004.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for the delivery of such power, and the Town shall not be liable to any customer or applicant for power in the event the Town is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

TYPE OF SERVICE

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

- Single-phase, 120/240 volts; or
- 3 phase, 208Y/120 volts, 480Y/277 volts; or
- 3 phase 4160Y/2400, 12470Y/7200, or

3 phase voltages other than the foregoing, but only at the Town’s option, and provided that the size of the Customer’s load and the duration of the Customer’s contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Town’s specifications.

The type of service supplied will depend upon the voltage available at or near the Customer’s location. Prospective customers should ascertain the available voltage by inquiry at the office of the Town before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators and all motors of more than 25 HP must be of the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

MONTHLY RATE

	Summer	Winter
Basic Facilities Charge	\$300.00	\$300.00
Maximum Demand (per kW)	\$5.40	\$5.40
OP Demand (per kW)	\$14.90	\$5.00
On Peak Energy (per kWh)	\$0.05814	\$0.05007
Off Peak Energy (per kWh)	\$0.04001	\$0.0346

DEFINITION OF "MONTH"

The term "month" as used in the Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once a month.

DETERMINATION OF BILLING DEMAND

Billing Demand:

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.

On-Peak Periods:

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm – 6pm
December-February	7am – 9am
All other months	7am – 9am and 2pm – 6pm

Holidays:

The following days of each calendar year are considered holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. In the event that any of the foregoing Holidays falls on a Saturday, the preceding Friday shall be deemed to be the Holiday. In the event any of the foregoing Holidays falls on a Sunday, the following Monday shall be deemed to be the Holiday.

Peak Management Days:

Peak Management Days are the days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the Town's wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1's integrated hourly loads during the hours of the On-Peak Period).

MAXIMUM DEMAND

Maximum demand shall be the highest integrated clock hour kW demand recorded during the current billing month.

NOTIFICATION BY TOWN

The Town will use diligent efforts to provide advance notice to the Customer of Peak Management Days if requested. However, the Town does not guarantee that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

DETERMINATION OF ENERGY

The kWh of energy shall be the sum of all energy used during the current billing month as indicated by watt-hour meter readings.

On-Peak Energy: For billing purposes in any month, On-Peak Energy, in kWh, shall be the metered energy during the On-Peak Energy Period, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM.

Off-Peak Energy: For billing purposes in any month, Off-Peak Energy, in kWh, shall be the metered total monthly energy less the amount of energy billed in that month under On-Peak Energy.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing by the average power factor in percent for that month.

CONTRACT PERIOD

Where applicable, each customer shall enter into a contract to purchase electricity from the Town for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days prior notice of such termination in writing; but the Town may require a contract for a longer original term of years where the requirement is justified by the circumstances.

SALES TAX

Applicable North Carolina sales tax shall be added to the customer's total charges for each month, determined in accordance with the above electric rates.

Effective July 1, 2021

PP-1 PURCHASED POWER ADJUSTMENT RIDER

The proposed electric rate rider listed below is to adjust the individual electric rates tariffs by the increase in the wholesale price of purchase power.

AVAILABILITY: This rate rider applicable to all Town of Huntersville Electric Service Schedules.

BILLING. The monthly bill computed under all the Town's Electric Service Schedules will be increased or decreased by an amount equal to the result of multiplying the kwh used in the current billing cycle by the purchased power adjustment factor. The purchased power adjustment factor shall be calculated so that any projected over or under collection of purchased power costs would be returned or collected through these charges within the following 12 months projected energy sales. The purchased power adjustment factor shall be calculated and approved by the Town Council as frequently as deemed necessary but at a minimum shall be calculated and approved at least once per fiscal year.

PURCHASED POWER ADJUSTMENT FACTOR.

Purchased Power Adjustment \$0.00/kwh

Renewable Energy Portfolio Standard: The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all service provided under this schedule.

Effective for service as determined by meter readings on and after July 1, 2021.

RENEWABLE ENERGY PORTFOLIO STANDARDS (REPS) CHARGE

APPLICABILITY:

The Renewable Energy Portfolio Standards Charge set forth in this Rider is applicable to all customer accounts receiving electric service from the Town of Huntersville ("Town"), except as provided below. These charges are collected for the expressed purpose of enabling the Town to meet its Renewable Energy Portfolio Standards compliance obligations as required by the North Carolina General Assembly in its Senate Bill 3 ratified on August 2, 2007.

MONTHLY RATE:

Monthly electric charges for each customer account computed under the Town's applicable electric rate schedule will be increased by an amount determined by the table below:

	<u>Monthly Rates</u>		
	<u>Renewable</u>	<u>DSM/Energy</u>	<u>Total REPS</u>
<u>DEFINITIONS:</u>	<u>Efficiency</u>	<u>Charge</u>	
Residential Account	\$ 081	\$ 0.00	\$ 0.81
Commercial Account	\$ 4.41	\$ 0.00	\$ 4.41
Industrial Account	\$45.45	\$ 0.00	\$45.45

ELIGIBILITY REQUIREMENTS:

Industrial and Commercial Customer Opt-out: All industrial customers, regardless of size, and large commercial customers with usage greater than one million kWh's per year can elect not to participate in Town's demand-side management and energy efficiency measures in favor of its own implemented demand-side management and energy efficiency measures by giving appropriate written notice to the Town. In the event such customers "opt- out", they are not subject to the DSM/Energy Efficiency portion of the charges above. All customers are subject to the Renewable Resources portion of the charges above.

AUXILIARY SERVICE ACCOUNTS:

The following service schedules will not be considered accounts because of the low energy use associated with them and the near certainty that customers served under these schedules already will pay a per account charge under another residential, commercial or industrial service schedule:

- Schedule AL and FL – Outdoor Lighting Service (metered and unmetered)
- Schedule AL and FL – Street and Public Lighting Service
- Schedule TS – Traffic Signal Service

SALES TAX: Current North Carolina utilities sales tax shall be added to the above charges.

Effective for service rendered after July 1, 2021.

NC GREENPOWER PROGRAM – RIDER GP-1

AVAILABILITY. This Rider is available on a voluntary basis in conjunction with any of the Municipality's

Schedules for Customer who contracts with Municipality for a block or blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program. The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program. This Rider is not for temporary service or for resale service. The provisions of the Schedule with which this Rider is used are modified only as shown herein.

MONTHLY RATE. In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

\$4 per block

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption. Customer may change the number of monthly blocks purchased once during each year unless otherwise authorized by Municipality.

DEFINITIONS.

1. Block of Electricity: A block of electricity is equal to 100 kWh.
2. Renewable Resources: For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program, which include such renewable resources as solar, wind, small hydro, and biomass placed in service after January 1, 2001 and used to generate electricity delivered to the electric grid in North Carolina.

SPECIAL CONDITIONS. The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase. The electricity purchased from the Renewable Resources may not be specifically delivered to Customer, but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

DISTRIBUTION OF RIDER FUNDS. Charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources. The funds collected from customers under this Rider will be distributed as follows:

1. To the North Carolina Advanced Energy Corporation, hereafter called "NCAEC", a nonprofit corporation, for the operational and administrative costs of the NCAEC necessary to administer and promote the state- wide NC GreenPower Program, and
2. To the NCAEC who will provide incremental payments to the generators of the Renewable Resources selected by the NCAEC for the participation in the NC GreenPower Program.

*NC GreenPower Program -
Rider GP-1 Page 2*

CONTRACT PERIOD. Customer or Municipality may terminate service under this Rider by giving the other party at least thirty (30) days prior notice.

GENERAL. Service rendered under this Rider is subject to the provisions of the most current Municipality's Customer Service Policies, as adopted by its Governing Board. Circumstances and/or actions which may cause the Municipality to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Municipality's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action which supersedes or contravenes the Rider or the NC GreenPower Program.

Effective for bills rendered on and after September 7, 2004.

NC GREENPOWER PROGRAM – RENEWABLE RIDER REN-1

AVAILABILITY. This Rider is available on a voluntary basis in conjunction with any of Municipality's

Schedules for Customer who contracts with Municipality for a block or blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program. The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program. This Rider is not available for temporary, for resale service, or for Customer purchases of less than 100 blocks of electricity under this Rider. Further, Customer's average monthly electric consumption must be equal or greater to 10,000 kWh. The provisions of the Schedule with which this Rider is used are modified only as shown herein.

MONTHLY RATE. In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

\$2.50 per block

The minimum monthly charge shall be a charge for 100 blocks of electricity. This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption.

DEFINITIONS.

1. Block of Electricity: A block of electricity is equal to 100 kWh.
2. Renewable Resources: For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program used to generate electricity delivered to the electric grid in North Carolina, which include such renewable resources as solar, wind, small hydro and biomass.

SPECIAL CONDITIONS. The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase. The electricity purchased from the Renewable Resources may not be specifically delivered to Customer, but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

DISTRIBUTION OF RIDER FUNDS. Charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources. The funds collected from customers served under this Rider will be distributed as follows:

1. To the North Carolina Advanced Energy Corporation, hereafter called "NCAEC", a nonprofit corporation, for the operational and administrative costs of the NCAEC necessary to administer and promote the state- wide NC GreenPower Program, and

2. To the NCAEC who will provide incremental payments to the generators of the Renewable Resources selected by the NCAEC for the participation in the NC GreenPower Program.

*NC GreenPower Program - Renewable
Rider REN-1 Page 2*

CONTRACT PERIOD. The Contract Period under this Rider shall be for one (1) year. After the initial period, Customer or Municipality may terminate service under this Rider by giving the other party at least thirty (30) days previous written notice.

GENERAL. Service rendered under this Rider is subject to the provisions of the most current Municipality's Customer Service Policies, as adopted by its Governing Board. Circumstances and/or actions which may cause the Municipality to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Municipality's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action which supersedes or contravenes the Rider or the NC GreenPower Program.

Effective for bills rendered on and after September 7, 2004.

RHP RESIDENTIAL HIGH EFFICIENCY HEAT PUMP REBATE PROGRAM

AVAILABILITY. This rate rider is available to all Town of Huntersville electric customers receiving or applying for permanent electric service under residential rate schedule.

ELIGIBILITY REQUIREMENTS. A rebate will be paid to the Town of Huntersville residential electric customers installing an energy efficiency heat pump. The minimum Seasonal Energy Efficiency Ratio (SEER) of 15 and minimum size of 1 ton, up to maximum of 5 tons. Rebates will be paid for the following qualifying installations:

- 1) **In a new installation.** For new installations (new construction), the rebate is \$400 for air source heat pumps 15 – 17+ SEER.
- 2) **To replace an existing heating/air conditioning system.** (Existing heating air-conditioning system can be any energy source, i.e., electric, natural gas, propane, fuel oil, etc.). For replacing an existing heating/air conditioning system, the rebate is \$300 for air source heat pumps 15 – 16.9 SEER and \$400 for air source heat pumps of 17+ SEER.
- 3) For installation of **new or replacing an existing Geothermal Heat Pumps**, the rebate will be \$500.

In addition, the following standards must be met:

- 1) The heat pump will have at least 15 SEER rating. There is no maximum to the SEER rating.
- 2) The heat pump must be residentially sized (five tons and under, minimum size of 1 ton), but may be installed in any type of dwelling.
- 3) The customer will choose the HVAC contractor of their choice to install the new heat pump. All future service requirements can be arranged with that contractor or any other of the customer's choice.
- 4) The customer should expect to pay the contractor the fair market price for the purchase and installation costs. The Town will verify the unit (s) qualifies per the rebate program.
- 5) Since the heat pump remains the customer's property, all future service is at the customer's expense. The Town makes no guarantee, express or implied, about the quality of the heat pump or its installation.
- 6) The manufacturer, not the Town, guarantees the customer's heat pump against defects.
- 7) After the customer has the heat pump installed, a representative from the Town will inspect the installation of the heat pump. The customer will use a paid receipt to apply for his heat pump on an existing dwelling. A visual inspection of any new home will serve as verification.
- 8) The heat pump rebate will be per unit installed with no maximum number of units to a customer/builder/developer. The program is subject to continued annual approval.
- 9) A customer may be denied rebate under these and other conditions determined by the Town: a. Incomplete rebate application,
 - b. No copy of dated sales invoice included with application,
 - c. Manufacturer documentation of efficiency ratings is not correct or unavailable.

The Town will list on the application form any reason a rebate is denied.

Effective July 1, 2019.

RENEWABLE ENERGY CREDIT RATE RIDER Electric Rate Rider RECR-1

AVAILABILITY

This rate rider is available to customers on any Town of Huntersville (“Town”) rate schedule who operate solar photovoltaic, wind powered, or biomass-fueled generating systems, without battery storage, located and utilized at the customer’s primary residence or business. To qualify for this rate rider, the customer must have complied with the Town’s Interconnection Standards and obtain an approved Interconnection Request Form and an approved Purchase Power Agreement. As part of the Interconnection Request Form approval process, the Town retains the right to limit the number and size of renewable energy generating systems installed on the Town’s System. The generating system that is in parallel operation with service from the Town and located on the customer’s premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, in accordance with all requirements of the local code official, and fully conform with the Town’s applicable renewable energy interconnection interface criteria. Qualified customers must be generating energy for purposes of a “buy-all/sell-all” arrangement to receive credits under this rate rider. That is, the Town agrees to buy all and the customer agrees to sell all of the energy output and associated energy from the renewable energy resource. Customers with qualified systems may also apply for NC GreenPower credits or North Carolina Municipal Power Agency 1 (“NCMPA1”) Renewable Energy Certificate (“REC”) credits.

All qualifying facilities have the option to sell energy to the Town on an “as available” basis and receive energy credits based on Variable Rates identified in this Rider for the delivered energy.

MONTHLY CREDIT

Avoided Cost Credit Rate** (\$ per kWh):

	<u>Variable</u>
On-peak energy*	\$0.0287
Off-peak energy	\$0.0105

** These energy credits include a capacity component.*

***For generation equal to or less than 20 kW the on-peak energy avoided cost credit rate can be applied to all hours.*

MONTHLY ENERGY

Monthly Energy shall be the total kWh of energy produced by the generating facility during the current calendar month. All energy produced by the Customer’s renewable energy generating system must be delivered to the Town, since the Town does not offer net metering.

ON-PEAK ENERGY

On-Peak Energy shall be the metered energy during the On-Peak Energy Period of the current calendar month, whereby the OnPeak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM EST.

Electric Rate Rider
RECR-1 Page 2

OFF-PEAK ENERGY

Off-Peak Energy shall be the Monthly Energy less the amount of energy billed as On-Peak Energy.

CONTRACT PERIOD

Prior to receiving service under this Rider, the Town and the customer shall have entered either an

Interconnection Agreement or executed a Certificate of Completion (inverter-based generators less than 10 kW) and a Power Purchase Agreement which covers the special terms and conditions for the customer's requirements related to the interconnection of the customer's renewable energy generating system.

Each of these agreements shall have a minimum term of one (1) year. Either party may terminate the agreements after one year by giving at least thirty (30) days previous notice of such termination in writing.

GENERAL

Service under this Rider is subject to the provisions of the Service Regulations of the Town contained in the Town Code of Ordinances.

SPECIAL CONDITIONS

The customer's service shall be metered with two meters, one of which measures all energy provided by the Town and used by the customer, and the other measures the amount of energy generated by the customer's renewable energy generator which is provided to the Town.

In the event that the Town determines that it is necessary to install any additional equipment to protect the safety and adequacy of electric service provided to other customers, the customer shall pay for the cost of such equipment in accordance with the terms of its Power Purchase Agreement.

Effective July 1, 2020.

AREA LIGHT/ STREET LIGHT SERVICE – SCHEDULE AL, ST

AVAILABILITY. Area Lighting is available only to any individual consumer. Street Lighting Service is only available to the Town of Huntersville. Service will only be provided to facilities constructed in conformance with the Town's specifications.

TYPE OF SERVICE. See below for specific units (Non-LED units no longer offered in new installations). Service includes installation, maintenance, and electric energy. Illumination shall be from dusk to dawn. Initial installation includes the lighting unit, one pole, and one span of overhead secondary from an existing pole line. (Additional spans of secondary, poles, pole grounds, etc., must be paid by the consumer at actual cost of installation or at the monthly rate designated.) All items of material and equipment used to make the installation remain the property of the Town.

MONTHLY RATE.

UNIT	MONTHLY CHARGE
LED Municipal Street Lighting 50 Watt Input/6,400 Lumen/18 kwh	\$8.28
LED Fixture Area Lighting 50 Watt Input/6,400 Lumen/18 kWh	\$25.20
185 Watt Input/43,000 Lumens/151 kwh (Shoebox)	\$49.20
Poles-Additional or Deduct for Existing	\$10.20

Existing non-LED accounts are still serviced; however, any units which need to be replaced shall be replaced with LED units Rates for existing non-LED accounts are available on request.

SALES TAX. Current North Carolina utilities sales tax shall be added to the above charges.

PURCHASED POWER ADJUSTMENT. The current Purchased Power Adjustment Rate Rider PP-1 shall not apply to all service provided under this schedule.

SERVICE REGULATIONS. The applicable provisions of the current Service Regulations are made a part of this Schedule.

Effective for service on and after July 1, 2021.

Electric Service/Miscellaneous Fees:

Return Check Fee:	\$25.00
Late Payment Charge:	2% Or \$7.50, whichever is greater
Reconnect Fee:	
Prior to 5PM	\$30.00
After 5PM on Workdays	\$120.00
Meter Tamper Fee:	\$120.00
Electric Connection/Move-In Service Fee:	\$25.00
New Electric Service:	\$50.00
Underground Service Fee:	\$150.00

Effective July 1, 2019

ELECTRIC SERVICE POLICY

Foreword

The Service Regulations for the Town of Huntersville Electric Department are filed with the Town Clerk. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

Definitions

The Town of Huntersville or the Town of Huntersville Electric Department is referred to herein as the "Town" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous.

"Customer Service Policy" - Town of Huntersville Utility Customer Service Policy.

The term *"overhead facilities"* as used in this Plan, means an electrical distribution system having all components installed above ground level.

The term *"underground facilities"* as used in this Plan, means an electrical distribution system having some, or all, components installed below ground level.

A *"bulk feeder"* is a conductor system transporting the total electrical requirements of a large area from a substation or other supply point into such an area, which may consist of several residential developments and other loads. A *"subfeeder"* is a conductor system branching off of the bulk feeder to supply the requirements of a certain portion of the area. The subfeeder may terminate in a given development, but the bulk feeder may, or may not, pass through the development to serve adjacent areas.

A *"primary voltage loop system"* of conductors provides multiple supply routes to more than one transformer serving the load requirements. A *"primary voltage radial extension"* of underground facilities consists of a single supply route to a single transformer serving the load requirements.

"Secondary facilities" consist of equipment necessary to provide secondary voltage from the Town's transformer to the owner's delivery point. *"Primary facilities"* consist of equipment, including transformation, to supply primary voltage into the owner's property or development.

"Cost difference" is the amount by which the estimated cost of underground facilities exceeds the estimated cost of comparable overhead facilities, but not less than zero.

"Loss due to early retirement" is the original cost of the facilities involved, less accrued depreciation, less salvage, plus the costs of removal.

Agreement

Electric service will be supplied under (a) the Town's standard form of application (service agreement) or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, except insofar as provision is otherwise made in any particular rate schedule or contract on file with and approved by the Town Council. The Town shall not be required to supply service unless and until such agreement is executed by the customer and the Town, it being understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Town unless same be in writing and attached to and made a part of the agreement; notwithstanding the foregoing, when the requested supply of electricity is for residential use or residential water heating, and no extra charges for additional facilities are involved, the customer's application and the Town's acceptance thereof may be verbal, and in such event the Town's applicable rate schedules and these Service Regulations shall be effective in the same manner as if the Town's standard form of application for service had been signed by the customer and accepted by the Town. Such a verbal service agreement shall be conclusively presumed, when there is no written application by a customer accepted in writing by the Town, if electricity supplied by the Town is used by the customer or on the customer's premises.

Hold Harmless Clause

The "Customer" or "Consumer" shall indemnify and hold harmless the "Town", its Agents and employees from and against all claims, damages, losses and expense including attorneys' fees arising out of or resulting from the service rendered to the "Customer" or "Consumer", provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Town or any of their agents or employees by any employee of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the "Customer" or "Consumer" under Workmen's Compensation acts, disability benefits acts or other employee benefit acts.

Agreement Personal

The rights which accrue to the customer under the agreement are personal and shall not be transferred or assigned by the customer without the written consent of the Town.

Service Used in Advance

In the event service is used by the Customer before the agreement is signed, in those instances where the Town requires a signed service agreement, such service shall be governed by these regulations and the appropriate schedule, and the Town may discontinue such service at any time upon failure or refusal of the customer to sign the agreement and pay in full the amount due for service to that date.

Vacated Premises

The customer will notify the Town before quitting or vacating the premises served under the agreement as herein provided, and will pay upon presentation all bills due under all agreements or contracts.

Deposits

See Customer Service Policy.

Customer's Wiring and Equipment

Equipment which will operate in one locality may be useless in another due to difference in voltage, phase or frequency of electric service; therefore, before wiring a premises or purchasing equipment the customer shall give the Town notice, and shall ascertain the character of service available at such premises. The Town may specify the voltage and type of electric service to be furnished, also the location of the meter and the point where the service connection shall be made.

All the customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise the Town may refuse to connect service to such customer, or may discontinue service the same. The customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Town.

Changes in Customer's Wiring and Equipment

The customer shall not employ or utilize, without the written consent of the Town, any equipment, appliance or device, or permit the continuation of any condition, which tends to create any hazard or otherwise to affect adversely the Town's service to such customer or to others. When polyphase electric service is used by any customer, the customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The customer shall give the Town reasonable notice in writing of any anticipated increase in demand exceeding 20 KW or ten percent (10%) of former demand, whichever is greater, and stating the approximate excess and date required. If, in the opinion of the Town, the unexpired

term of the agreement is sufficient to justify the additional investment required, the Town will endeavor to provide additional capacity for any increase so requested by the customer, within ninety days of said notice.

The Town will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when such extension is permissible and feasible.

Access to Customer's Premises

The Town shall at all reasonable times have the right of ingress to and egress from the premises of the customer, for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

Right of Way

The customer shall at all times furnish the Town a satisfactory and lawful right of way over his premises for the Town's lines and apparatus necessary or incidental to the furnishing of service, and shall also furnish satisfactory shelter for meters and other apparatus of the Town installed on the premises, except where the Town elects to install such equipment outdoors.

The Town may change the location of the right of way upon request of the customer, and may require the customer to bear the expense of the change; the change will not be made where it will interfere with or jeopardize the Town's service, either to the customer requesting the change, or to any other customer or customers. All privileges of the Town incident to the original location shall apply to the new location.

The obligation of the Town to supply service is dependent upon the Town securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the Town shall not be liable to the customer for any failure to deliver service because of the Town's inability to secure or retain such rights-of-way, privileges, franchises, or permits.

Transmission, Distribution, and Service Facilities

The Town's transmission, distribution, and service facilities will be installed above ground on poles, towers, or other fixtures; however, underground facilities will be provided when requested in accordance with the Town's underground Installation Plan, as approved by the Town Council.

The Town will require a contribution in aid of construction when it is requested to provide facilities which it deems economically infeasible.

Service connections will be made as follows:

- (1) Where both the Town's lines and the customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less;

The Town will extend its service conductors to the customer's building, terminating them on the outside of the building at a location to be provided by the customer and satisfactory to the Town for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Town. The Town will provide and own meter sockets and enclosures, or the customer, at this option, may provide and own a meter/switch enclosure (more commonly known as a housepower panel). The customer will install all meter sockets, enclosures, or meter switch enclosures. The Town will utilize and provide service through the customer's meter/switch enclosure under the following conditions: (a) The meter/switch enclosure shall be in accordance with the Town's specifications. (b) The wiring and connections are approved by the Town. (c) The customer agrees to allow the Town to open and inspect the meter/switch enclosure at any time. (d) The customer agrees to notify the Town and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure. For Residential customers, the Town will provide, own, and install service laterals and will connect such laterals to the line side terminals of the meter socket or enclosure.

The Town will make the necessary connections from its service conductors to the customer's entrance conductors.

(2) Where both the Town's lines and the customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the customer's demand or any unusual character of the customer's location requires a special service agreement between the Town and the customer, the Town will make the necessary connections from its service conductors to the customer's entrance conductors as in Section (1) above if applicable, or as in Section (3) below if applicable. If neither Section (1) above nor Section (3) is applicable, the connection shall be at a point to be agreed upon by the Town and the customer.

(3) When, in the Town's opinion, an individual transformer installation is necessary to serve the customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Town may require the customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation or substation. If the customer is unable to provide outdoor space for a ground-type transformer installation, or substation, then the Town may require the customer to provide a transformer vault on his premises.

(a) When the customer provides space for a ground-type transformer installation, or substation, the Town will erect a structure outside of and immediately adjacent to the fence surrounding such installation, and will connect to the customer's entrance conductors at that point. The Town may require the customer to provide main disconnecting switches at the point of connection, which switches shall control all of the customer's load other than the fire pump circuit, if any. In the event the space agreed upon for such installation is adjacent to one or more of the customer's building walls, the Town will connect to the customer's entrance conductors on the outside of one of the walls.

(b) When the customer provides a transformer vault, such vault shall be constructed in accordance with the Town's specifications, and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances, and its location shall meet the Town's requirements for accessibility and ventilation. The Town will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable and secondary cable to the point of connection with the customer's entrance conductors, which point shall be 12" inside one of the walls of the vault. The Town will coordinate the transformer vault installation with its Underground Distribution Plan for the installation of the primary cable from the customer's vault to the Town's existing distribution facilities.

(4) With respect to any service, after a service connection has been made it may be changed by the Town upon request of the customer, but the customer must bear the expense of the change and the change will not be made where it will interfere with or jeopardize the Town's service either to the customer desiring the change or to do any other customer or customers.

Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses and circuit breakers, from the point of connection with the Town's service shall be installed and maintained by and at the expense of the customer. All equipment furnished by the Town shall be and remain the property of the Town.

Meters

The Town will furnish, test and repair all necessary meters. When a meter is moved from one location to another all expense in connection with such removal shall be borne by the Town except where the removal is at the request of the customer, in which case the expense will be borne by him. The Town shall have the right at its option and at its own expense, to place demand meters, volt meters and other instruments on the premises of the customer for the purpose of making tests with respect to the customer's service.

Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the customer's structure at a place or point which is suitable to the customer, but which meets all of the Town's requirements for reading, testing and servicing accessibility, and for safety.

Where it is not practicable, in the Town's opinion, to locate the meter and its associated apparatus, if any, out-of-doors, the customer shall provide a suitable indoor location which meets all of the Town's requirements for reading, testing, and servicing accessibility, and for safety.

Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be estimated on the basis of the three months prior use.

Bills Due Where No Notice Received

See Customer Service Policy.

Billing and Collection Cycle

See Customer Service Policy.

Where Meter is Not Read

See Customer Service Policy.

Offsets Against Bills

See Customer Service Policy.

Adjustment of Billing Errors

See Customer Service Policy

Responsibility Beyond Delivery Point

It is understood and agreed that the Town is merely a furnisher of electricity, deliverable at the point where it passes from the Town's wires to the service wires of the customer, or through the divisional switch separating the customer's wires and equipment from the Town's wires and equipment, where such a switch is installed, and the Town shall not be responsible for any damage or injury to the buildings, motors, apparatus or other property of the customer due to lightning,

defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Town. The Town shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity.

Interference with Town Property

The customer shall not interfere with, or alter, the Town's meters, seals, or other property, or permit the same to be done by others than the Town's authorized agent or employee. Damage caused or permitted by the customer to said property shall be paid for by the customer.

Resale Service

The contract is made and electricity is sold and delivered upon the express condition that the customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, to any person, firm or corporation, except where service is supplied under a contract specifically providing for resale.

Foreign Electricity

The customer shall not use the Town's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the customer for use in conjunction with or as a supplement to the Town's electric service, without the written consent of the Town.

Service Interruptions

The Town does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Town shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

- (a) An emergency action due to an adverse condition or disturbance on the system of the Town, or any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
- (b) An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, or other public authority.

(c) Making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where, in its opinion, the continuance of service to customers premises would endanger persons or property.

(d) It is expressly understood and agreed that the Town does not contract to furnish power for pumping water for extinguishing fires, and that in the event that the customer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the customer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire; and it is expressly understood and agreed that the Town shall not, in any event, be liable to the customer, nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to act or omission of the Town or otherwise, it being the intention of the parties hereto that the Town shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by or result from the failure of the Town to supply electric power to operate any pump or pumping apparatus or appliances.

Discontinuance of Service

The Town shall have the right to suspend its service for repairs or other necessary work on its lines, or systems, or to suspend or discontinue its service for any of the following reasons: (See also: Customer Service Policy Section 13)

(1) For any misrepresentation as to the identity of the customer entering the contract for service.

(2) For violation by the customer of any terms or conditions of the agreement between the Town and the customer, or violation of any of these service regulations which are a part of said agreement.

(3) For the reason that the customer's use of the Town's service is detrimental to the service of other customers.

(4) For the reason that the customer's use of the Town's service conflicts with, or violates orders, ordinance or laws of the state or any subdivision thereof, or of any other body having regulatory powers.

(5) For the reason that wiring, equipment, appliance or device is installed or in use on the customer's premises, which permits the electricity to be used without passing through the Town's meter, or which prevents, or interferes with the measuring of the electricity by the Town's meter.

Removal of Equipment

In the event of such discontinuation of service or expiration of contract, then it shall be lawful for the Town to remove its meters, apparatus, appliances, fixtures or other property.

Waiver of Default

Any delay or omission on the part of the Town to exercise its right to discontinue or suspend service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Town of such right so long as any default in whole or in part or breach of contract on the part of the customer shall continue, and whenever and as often as any default or breach of contract shall occur.

Reconnect Fees

In case of discontinuance of service for any reason except repairs or other necessary work by the Town, the customer shall pay the Town a reconnect charge as spelled out in the Customer Service Policy.

Unavoidable Cessation of Consumption

In the event the customer's premises are destroyed by fire or other casualty, or the operation of its plant is shut down because of strike, fire, or other causes beyond customer's control, making a complete cessation of the use of service, then upon written notice by the customer to the Town, within thirty days thereafter, advising that the customer intends to resume service as soon as possible, any minimum charge or guarantee for which the customer may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period; otherwise the agreement for service shall immediately terminate.

Copies of Contracts and Policies

Forms of application (service agreement) or contract, schedules of rates and copies of service regulations are available at Town Hall and will be furnished to the customer on request.

Changes

All agreements and contracts for service between the Town and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as from time to time may be made in the same and approved by the Town Council, or otherwise imposed by lawful authority.

Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

- (1) Residential Service

Residential service will be supplied on Schedule R, Schedule RE, whichever is applicable, to an individual residence or individually metered apartment unit. The Residential Service Schedules shall be applicable to only one meter serving an individual residence or an individual apartment unit.

Out buildings, water pumps, and other uses, which form a part of the general living establishment on the same property, may be connected to the Residential service meter, or they may be separately metered.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping apartments or units may not be supplied through one meter on the Residential Service Schedule.

(a) Mobile Home Parks

Each space designated for the parking of mobile homes will be served through a separate meter and billing will be in accordance with the applicable residential or general service rate schedule.

The Town will extend its conductors to groups of two or more spaces designated for the parking of mobile homes, and will provide and install at each such delivery location a service structure on which its conductors are terminated and on which may be mounted the switch panels, and wiring to accommodate a separate meter for each trailer space. Otherwise, service connections will be the same as set forth in these Service Regulations.

Energy used by the Park in its office, service buildings, yard lights, water pumps, and other purposes connected with the operation of the Park, including spaces designated for the overnight parking of mobile homes in transit or awaiting assignment to separately metered spaces available within a park, may be served through a single meter, and will be billed in accordance with the applicable Commercial rate schedule.

(b) Recreational Parks and Camping Grounds

Service to recreational parks and camping grounds may be supplied to each such an establishment at one delivery point, and energy used in its office, service buildings, yard lights, water pumps, and for other purposes connected with its operation, including service outlets at campsites, will be billed through one meter in accordance with the applicable Commercial rate schedule.

(c) Travel Trailers, Mobile Home, and Other Portable Structures

If the location is other than in a Mobile Home Park or Recreation Park, service to travel trailers, mobile homes, or other portable structures, will be provided as set forth in these Service Regulations, "Temporary Service", except that if the customer presents satisfactory evidence of intent to remain at said location 12 months or longer, service will be provided as for any structure

having a permanent foundation. Energy used will be billed on the applicable residential or Commercial rate schedule.

(2) Professional Offices or Business Activities in Residences

The supply of service under a Residential Schedule to a residence involving some business, professional or other gainful activity will be permitted only where the electric energy used in connection with such activity is less than 15% of the total use and is used only by equipment which would normally be in use if the space were used entirely as living quarters.

When a portion of a residence is used regularly for business, professional or other gainful activities, and more than 15% of the total use is for other than domestic purposes, or electrical equipment not normally used in living quarters is installed in connection with such activities referred to above, the entire premises shall be classified as non-residential and one of the commercial schedules shall be applied.

The customer may at his option provide separate circuits so that the residential uses can be metered and billed separately under a Residential Service Schedule and the other uses under a Commercial Service Schedule.

Hall lighting, stokers and other general electric uses in an apartment building will be classed as Commercial Service and metered and billed under a Commercial Service Schedule, while the individual apartments will be metered and billed separately under a Residential Schedule.

Residences in which a Day Nursery is operated may be served on the Town's Residential Service Schedules provided that:

- (a) The operator and the operator's family, if any, live there.
- (b) The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- (c) There are no conspicuous business soliciting devices about the premises.

If all of the foregoing conditions cannot be met, then such residence shall be served on the Town's applicable Commercial Schedule.

(3) Farm and Rural Service

The Residential Service Schedules are available for service through on meter to a farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial or non-farming operations or for the processing, preparing or distributing of products not raised on that farm.

The customer may at his option elect to take the entire service under one of the Commercial Service Schedules, or may provide separate circuits so that the residential uses, together with the usual farm uses outside the residence dwelling unit, can be metered and billed separately under a Residential Service Schedule, and the other under a Commercial Service Schedule.

(4) Commercial and Industrial Service

Commercial and Industrial Service Schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall be applied to the following:

- (a) Customer engaging in retail trade or personal service directly with the public, such as boarding houses, motor courts, and hotels;
- (b) Office buildings, stores, shops, and other commercial establishments;
- (c) Schools, churches, other non-residential customers, and industrial customers.

(5) Water Heating Service

Residential water heating service is available through the same meter as other residential service.

(6) Breakdown and Standby Service

The Town does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

(7) Temporary Service

Temporary Service for construction of buildings or other establishments which will receive, upon completion, permanent electric service from the lines will be provided.

Temporary Service for construction projects, other than those qualifying above, and for rock crushers, asphalt plants, carnivals, fairs and other non-permanent installations will be provided, when the customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing for the period involved, said deposit to be returned if the contract period is fulfilled.

(8) Special Provisions

X-Ray and Welding Service. Equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers.

If however, the use of such equipment causes voltage fluctuations detrimental to the service of other customers, the Town may set a separate transformer for the exclusive use of the Customer, and extend a separate service to the Customer's premises. This service shall be metered, and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed any applicable extra facilities charges associated with the separate transformer. In lieu of setting the separate transformer, the Town may require the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

(9) Insulation Requirements

The Town will not connect permanent service to any new building for which a building permit was issued after January 1, 1978 for any class of service unless the building has been certified as meeting the insulation requirements of the State Building Code, and a Certificate of Occupancy has been issued.

(10) More Than One Dwelling Unit Per Meter

When more than one dwelling unit is served by a single meter, each and all dwelling units must comply with the requirement under Availability of the Schedule involved; and the monthly bill shall be computed by dividing the total KWH metered during the billing period by the number of dwelling units; then calculating a bill "per dwelling unit" from this rate. The total bill shall be the "per dwelling unit" bill multiplied by the number of dwelling units.

(11) Tree Trimming

If, at any time, shrubbery, or other vegetation grows up into, and interferes with, the electric power lines of the Town, through its duly authorized employees, shall have the right to enter upon the Town privately owned property and trim such vegetation in order to clear the lines. All trimming of trees and shrubbery shall be done as neatly as possible and shall be done as requested by the owner where the request is reasonable.

(12) Extra Facilities

(a) At the request of the customer, the Town will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Town's standard form of contract, and containing the following provisions:

(1) Service shall be used solely by the contracting customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.

(2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the exclusive use of the contracting customer, other than facilities which the Town would furnish to the customer without cost under its standard form of contract.

(3) The facility to be supplied shall be Town standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Town side of the point of delivery.

(4) A monthly "Extra Facilities Charge", equal to 1.7% of the installed cost of the extra facilities, but not less than \$25.00, shall be billed to the customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule.

(5) The "installed cost of extra facilities" shall be the cost new of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expense, all estimated if not known.

(6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the customer. Upon mutual agreement between the customer and the Town, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Town side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.

(7) When the extra facilities requested by the customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the customer's request, and the installed cost of the facilities which the Town would furnish without cost of the customer under its standard form of contract.

(8) The Town shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Town's service to other customers.

(9) Contracts containing the Extra Facilities Clause shall have a minimum original term of 5 years, to continue from year to year thereafter, but the Town may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.

(10) Customers for who the Town may be furnishing extra facilities under existing contracts shall be exempt from all provisions of this Extra Facilities Clause except (1) until such time as their contracts may expire, or are terminated by the customer, or are terminated by the Town for reasons not related to the furnishing of extra facilities.

(b) Purchase of Existing Delivery Equipment: Any customer subject to an "Extra Facilities Charge" may, at the Town's option, purchase the existing facilities. In those instances where the customer purchases the existing delivery equipment, the Town shall have the right to require the customer to install protective equipment to isolate the customers equipment from the Town system.

Upon request of the customer, the Town shall take an inventory of the equipment available for purchase and shall provide the customer with a sales price of such equipment within 90 days of receipt of such request. The sales price shall be computed at the then replacement cost of the existing delivery equipment, less accumulated depreciation as defined below:

(1) REPLACEMENT COST: Replacement Cost shall be the cost of the identical item at the time of the sale, the time of replacement, or retirement, as the case may be, or where such identical item is no longer available, the closest comparable item shall be used to determine the cost.

(2) DEPRECIATION: Depreciation shall be calculated at the annual rate of and in the manner of the then current rate and method as set forth in the publication, entitled "Depreciation and Amortization of Electric Plant" and shall be applied to Replacement Cost. Accumulated Depreciation is the Annual Depreciation so calculated times the number of years from the date of installation to the date on which the calculation is made. Depreciation shall be limited to a maximum of seventy-five percent (75%) of original value.

The Town reserves the right to adjust the inventory and sales price up to thirty (30) days prior to the purchase date. Title for the equipment shall pass and the purchase price shall be due on the purchase date, at which time both parties shall execute a sales agreement.

UNDERGROUND INSTALLATION PLAN

Availability

Normally, the Town's distribution and service facilities are installed above-ground on poles, towers, or other fixtures. At the request of an owner (including builders, developers, contractors and customers), the Town will install, own and maintain underground facilities under the terms and conditions of this Plan.

At the determination of the Town, in those areas where it is physically or economically infeasible, or impractical, to place facilities above-ground due to structural or geographical congestion or load density, the Town may place its facilities underground at its own option and expense.

Service Categories

(a) Residential Service

At the request of an owner, the Town will install, own and maintain underground facilities for service to single residences, apartments, condominiums, and manufactured homes following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

(1) Permanent Residences

Residences which are to be permanent customer locations on a residential rate schedule of the Town will be served from underground facilities as shown below.

1 New Service Installations Located in New Developments

Service to new residences on lots averaging an acre (43,560 sq. ft.), or less	See Customer Service Policy for fees.
---	---------------------------------------

Service to new residences on lots averaging more than one acre	No charge for primary except for cost difference of new primary facilities exceeding 300 feet per lot. See Customer Service Policy for secondary fees.
--	--

2 New Service Installations Not Located in New Developments

Service to new residences requiring new underground secondary voltage facilities from an above-ground distribution line on or adjacent to, the lot on which the residence is located	See Customer Service Policy.
--	------------------------------

Service to new residences requiring new underground primary and secondary voltage facilities	No charge for primary except for cost difference of new primary facilities exceeding 300 feet. See Customer Service Policy for secondary fees.
--	--

3 New Three-Phase Service Installations

Three-phase service to new single-residence structures, where this type of service is available.	No charge for primary except for cost difference of new primary facilities exceeding 300 feet. See Customer Service Policy for secondary fees.
Three-phase service to new multi-residence structures, where this type of service is available.	No charge for primary. See Customer Service Policy for secondary fees.

(2) Other Residences

Residences which are in service categories not described above, will be served from underground facilities installed, owned, and maintained by the Town under an agreement with the owner providing for payment to the Company of the charges, if any equal to the cost difference.

(b) Non-Residential Service

At the request of an owner, the Town will install, own and maintain underground facilities to new general service and industrial service installations following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

1	New Service Installations Requiring Only Secondary Voltage Facilities	See Customer Service Policy.
2	New Service Installations Requiring Primary Voltage Loop System Facilities	See Customer Service Policy.
3	New Service Installations Requiring Primary Voltage Radial Extension Facilities	No charge except for cost difference of single-phase primary facilities exceeding 300 feet, or three-phase primary facilities exceeding 500 feet. See Customer Service Policy for secondary fees.
4	New Bulk Feeder and Subfeeders	Cost difference of such primary facilities

Conversion To Underground

The Town will replace an existing overhead distribution system with an underground system in an existing residential development or other area under the following terms and conditions:

- (1) The Town shall place facilities underground by an agreement with the requesting persons which provides for payment of a nonrefundable contribution-in-aid-of-construction equal to the cost difference plus the loss due to early retirement of the existing overhead facilities.
- (2) Preliminary engineering studies are necessary to determine the approximate costs of replacing overhead with underground facilities. Persons requesting replacement of such facilities shall pay, prior to commencement of such studies by the Town, a good faith, nonrefundable deposit in an amount of \$100 for each 600 feet of front lot lines for residential development studies, and, for studies of all other service areas, the estimated cost of the preliminary engineering study. If the replacement is undertaken following completion of such studies, actual costs, including preliminary engineering studies, will be charged and credit will be given for the estimated costs, or deposit, which was advanced.
- (3) The Town need not replace existing overhead systems with underground facilities, except individual services from pole to residence, unless at least one block or 600 feet of front lot line is involved, whichever is less.
- (4) All customers served directly from the specific section of line or in the area to be replaced with underground facilities shall agree to the conditions outlined for replacement of overhead facilities.
- (5) Owners shall arrange the wiring of their structures to receive underground service at meter locations which allow unimpeded installation of the underground service facilities. Owner shall locate all nonutility underground facilities before the Town begins installation of any underground facilities. The Town will not be responsible for damage to any nonutility facilities which are not located.

Estimates

Estimates of the cost of the underground and overhead facilities for the purpose of determining the amount of the contribution-in-aid-of-construction will be in accord with the Town's current construction design practices and shall be based upon the equivalent conductor and transformer capacity required for the electrical load specified by the owner.

General Provisions

- (1) Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground level as determined solely by the Town in accord with the current construction design practices of the Town.
- (2) The Town will normally not provide underground service at secondary voltages above 480 volts.

(3) The Town will provide service to a single transformer using a loop system design at the request of the owner who desires to have a loop system installed and makes a payment equal to the estimated cost of the additional facilities in excess of the radial extension facilities.

(4) Existing overhead distribution bulk feeders will remain installed overhead unless the owner desires to have them installed underground. New bulk feeders necessary to serve a new underground residential subdivision will be installed overhead unless the owner desires to have them installed underground, and makes a contribution-in-aid-of-construction equal to the estimated cost difference between underground and overhead facilities. If it is necessary to extend a distribution bulk feeder through an existing underground residential development, it will be installed underground at Town expense.

(5) New subfeeders necessary to serve a new underground subdivision or development will be installed underground inside such areas at no charge. New subfeeders outside such areas normally will be installed overhead, unless the owner desires to have them installed underground and makes a payment equal to the estimated cost difference.

(6) Developments shall be divided into established and defined lots. For purposes of determining service categories, the average size of lots shall be expressed in square feet.

(7) Prior to the installation of the underground distribution system by the Town, the final grade levels of the building sites shall be established by the owner. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access of the Company's equipment to the installation sites; to allow installation of underground facilities at proper depth and before streets, curbs or other obstructions are installed; and to eliminate dig-ins to the underground electrical facilities after installation. Should streets, curbs or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the Town, payment for these additional expenses shall be made to the Town by the owner. Should established lots of final grade levels change after installation of underground electrical facilities has begun, or if installation of electrical facilities are required by the owner before final grades are established, and either of these conditions results in additional expenses to the Town, payment for these additional expenses shall be made to the Town by the owner.

(8) Should existing sidewalks, septic tank systems, fuel tanks, other utility line, or other man-made obstructions result in additional expenses to the Town, payment for same will be made by the owner.

(9) Actual costs brought about in connection with the compliance of special requirements, if any, of municipalities, State and Federal highway agencies or departments regarding the breaking of pavement, ditching backfilling, and other related conditions, will be paid by the owner.

(10) The Town will make, or adjust, charges to the owner to collect the actual additional costs to the Town due to adverse conditions, such as: the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to

complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, dynamite is required; or, if abrupt changes in final grade levels exceed a slope ratio of 1 when measured within three feet of the trench.

(11) The Town's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises or permits for the installation of such service from those requesting the underground facilities. The Town shall exercise care in the utilization of its underground equipment during construction, but the ultimate responsibility for the protection of shrubs, trees and grass sod will be with the owner. Shrubs, trees, or any other obstacle shall not be placed within ten feet of transformer or cabinet openings which would hinder the access of the Town at any time.

(12) Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the owner elects to pay the "in and out" costs of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided for no charge only at a transformer or pedestal location.

(13) Underground conductors to provide service to street lights along public streets, roads, and other public thoroughfares, will be installed at a Town expense concurrently with the installation of an underground system for new developments. Where such street light conductors are not installed concurrently with the underground system, subsequent installation of underground conductors will be made at no additional charge where the customer requesting the lights pays the cost of overcoming any man-made obstructions. Subsequent street and area lighting service will be furnished under the applicable rate schedule on file with and approved by the Commission.

(14) The Town will provide and coordinate underground service facilities with other requested facilities which are supplied under the Extra Facilities provision of the Town's Service Regulations.

**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Tracy Barron, Exec Asst

Date: June 7, 2021

Subject: Consider appointments to the Planning Board

EXPLAIN REQUEST:

Consider appointments to the Planning Board

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. PB Application Package June 2021
2. June 2021 PB Application Additions



To: Board of Commissioners
From: Jack Simoneau
CC: Mayor Aneralla, Town Manager Anthony Roberts
Date: 05/29/2021
Re: Planning Board Members Consideration for Reappointment

Comments: The Planning Board members with terms ending this June 2021 are eligible and have confirmed their desire to be considered for reappointment. Those members for your consideration are:

- Jennifer Davis – completed one full term, eligible for second term
- Frank Gammon - completed one full term, eligible for second term
- Scott Hensley (ETJ) – completed one partial term, eligible for first term

**Planning Board Attendance – Regular Meetings
2020-2021**

Name	July 2020	Aug	Sept	Oct	Nov	Dec	Jan. 2021	Feb	March	Apr	May	June
Chris Boyd	X	X	X	X	X	X	X	-	X	X	X	
Davis, Jennifer	X	X	X	X	X	X	A	-	X	X	X	
Gammon, Frank	X	X	X	X	X	A	X	-	X	X	X	
Graffy, Catherine	X	X	x	X	X	X	X	-	X	X	X	
Scott Hensley	X	X	X	X	X	X	X	-	X	X	X	
Baber, Greg	X	X	X	A	X	X	X	-	X	X	X	
Jeff Sny	X	X	X	X	X	X	X	-	X	X	X	
Swanick, Stephen	X	X	X	X	X	X	X	-	X	X	X	
Derek Partee	x	x	x	x	x	x	x	-	X	X	A	

x = Present

A = Absent

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noreply@civicplus.com <noreply@civicplus.com>

Tue 5/18/2021 11:48 AM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Michelle Bennett
Home Phone	7049752751
Home Address	12910 Heath Grove Drive
Cell Phone	7049752751
Do You Reside in the Town Limits?	yes
Do You Reside in the ETJ?	no
Present Occupation	financial services
Work Phone	7049752751
Place of Employment	Wells Fargo
Email Address	michellebennett704@gmail.com
Approximate Hours Available Per Month for Serving on Advisory Board	8
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:	n/a
Education	Bachelor of Science - Capella University, Business Administration
Business and Civic Experience	Huntersville 101 graduate
Areas of Expertise and Interests / Skills	business, financial services, community volunteer

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 (Gloria) Michelle Bennett

Date 5/18/2021

Step Two: Questionnaire

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.

completed Huntersville 101 class

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 like to see Huntersville continue to grow with strategic housing placements and roadways.

3. What obstacles do you see to achieving this vision?

Limitations on available senior housing and roadways.

Step 3

4. What special opportunities could be used to achieve your vision?

Field not completed.

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.

Continued and increased gridlock with added roadway development.

Other Comments:

Field not completed.

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.

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Fri 3/19/2021 10:24 AM

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Alaa BouGhanem
Home Phone	7045789079
Home Address	7022 McLothian Ln
Cell Phone	7045789079
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	No
Present Occupation	Architect/ Project Manager
Work Phone	<i>Field not completed.</i>
Place of Employment	LITTLE Diversified Architectural Consulting.
Email Address	alaa_bg_95@hotmail.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:	American Institute of Architects: Charlotte
Education	Masters of Architecture: The University of North Carolina at Charlotte
Business and Civic Experience	Habitat for Humanity of Charlotte LOVE America Foundation
Areas of Expertise and Interests / Skills	NC Building Code Sustainable Design Building Information Modeling Commercial Design

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	Alaa Bou Ghanem
------------------------	-----------------

Date	3/19/2021
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Step Two: Questionnaire

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 currently serve on the AIA Charlotte Board of Directors with an overarching mission to provide support for Architects and planners in the Charlotte area. I am in charge of leading Architecture licensure efforts as well as organizing various community events that bring together the local architecture community and the general public. |
| 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 resident of Huntersville, and as an active architect, I have a vested interest in seeing my town grow and prosper over the next decade and further into the future.
I believe that Huntersville is in a unique position that allows it to benefit from future developments following the Charlotte 2040 Comprehensive Masterplan. On one hand, Huntersville would greatly benefit from a holistic interconnected transportation system that serves as an artery connecting it to its neighbouring cities. On the other hand, Huntersville is perfectly suited to become an employment hub with proximity to a multitude of housing options all while preserving existing cultural assets and enhancing access to recreation and art. |
| 3. What obstacles do you see to achieving this vision? | Growth, if chaotic, causes undesirable and irreversible consequences. Once growth patterns begin to form based on short-term needs only, it is then virtually impossible to undo such patterns. One of the biggest obstacles that we face is striking a balance between the short-term needs of the city compared to the long-term vision. Balancing those two elements is no easy task, but with mindful planning and proper execution, Huntersville can become a model town. |
-

Step 3

- | | |
|---|--|
| 4. What special opportunities could be used to achieve your vision? | Capitalizing on the Charlotte 2040 Comprehensive Masterplan by focusing on specific projected access nodes.
Revisiting the Zoning density ordinance in order to stimulate growth in certain areas (surrounding I77) and discourage growth in more remote areas. |
|---|--|

Focus on encouraging taller developments that take into consideration open site space and mixed-use occupancies

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.

A particular challenge is walkability and transit-oriented development which is now lacking within the Huntersville contexts.
As Huntersville grows, it could tremendously benefit from a gradient of downsized street sizings ranging from the highway to much smaller/walkable streets as we move towards the deeper parts of the town.

Other Comments:

Thank you for your consideration. Looking forward to serving in any capacity available.

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

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Thank you for completing the application and questionnaire.

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Sun 2/21/2021 6:35 PM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Keith Conrade
Home Phone	7049608354
Home Address	10013 Green Hedge Ave
Cell Phone	7049608354
Do You Reside in the Town Limits?	no
Do You Reside in the ETJ?	no
Present Occupation	Safety manager
Work Phone	9193160415
Place of Employment	<i>Field not completed.</i>
Email Address	gunnerconrade@yahoo.com
Approximate Hours Available Per Month for Serving on Advisory Board	40
Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:	None
Education	Highschool
Business and Civic Experience	Adult Care Home Community Advisory Committee of Cabarrus county
Areas of Expertise and Interests / Skills	Health and Safety

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	Keith Conrade
Date	2/2/2021

Step Two: Questionnaire

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. | Adult Care Home Community Advisory Committee of Cabarrus county.
Serve residents of long-term care facilities within the County by visiting and evaluating the environment they live in.
Encourage community involvement with adult care homes (homes for the aged, family care homes and homes for developmentally disabled adults)
promote elder abuse awareness and maintain the intent of the Adult Care Home Residents Bill of Rights |
| 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? | Like any concerned citizen I would like to a rise in the economic and social factors in my community. Many factors will help shape the growth of our community, economic, education, and social growth are just three of the top factors. |
| 3. What obstacles do you see to achieving this vision? | Lack of funding and community participation. |

Step 3

- | | |
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| 4. What special opportunities could be used to achieve your vision? | There is a drive and desire to bring the super bowl or NBA finals to the Charlotte area. The infrastructure needed for that will include the Huntersville area. |
| 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. | Rapid population growth is always an issue and we are falling behind with the infrastructure to support that growth. |

Other Comments: *Field not completed.*

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.

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Online Form Submittal: Planning Board Application

noreply@civicplus.com <noreply@civicplus.com>

Sun 5/23/2021 5:54 PM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Tamara R Cornish
Home Phone	<i>Field not completed.</i>
Home Address	14908 Oxford Hollow Road
Cell Phone	704-996-5915
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	<i>Field not completed.</i> No
Present Occupation	Attorney
Work Phone	704-765-4152
Place of Employment	Knipp Law Office
Email Address	tamara.cornish@gmail.com
Approximate Hours Available Per Month for Serving on Advisory Board	12-15
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:	None
Education	Juris Doctor
Business and Civic Experience	I am applying for both the Planning Board and the Board of Adjustment. I do not have a preference for either Board as I feel my experience can be beneficial to either. My knowledge and experience gained while working as a commercial and residential real estate attorney provides me with the solution-oriented mindset to benefit serving on either Board. I do not anticipate many conflicts as the firm I work for primarily serves residential real estate clients, and I no longer practice law for the firm. While we occasionally run into an impervious or setback violation issues, we refer these issues to attorneys that specialize in this type of work.
Areas of Expertise and	My current role as staff counsel and operations manager for the

Interests / Skills	firm requires patience, adaptability, and the ability to listen. I serve as a strategic adviser to the firm's owner. Since taking over operations for the firm, we have grown 60% and increased our offices from three to seven. I am well-versed in growing pains and how to manage change. I am most passionate about my work when we are implementing ideas and solutions that will move us forward. Serving on the Board will allow me to help move Huntersville forward under the vision adopted by the town.
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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	Tamara R Cornish
------------------------	------------------

Date	5/23/2021
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Step Two: Questionnaire

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

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- | | |
|--|---|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | Before moving to Huntersville, I served on the Board of a non-profit Doberman rescue for several years. Aside from pulling dogs from shelters, fostering, and training, I spent time educating the public about the breed and how to be a responsible dog owner. In Ohio, the Doberman population is unusually high due to puppy mills. The breed is often mistaken for an aggressive status symbol and ends up in the wrong hands. Often, people abandon the dogs when they discover the breed's predisposed health issues that make ownership expensive, and that in most cases, the dog is not what Hollywood made it out to be. |
| 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 like to see sustainable community development that supports a vibrant hub of outdoor activity, art, entertainment, and innovation that keeps families here for decades to come. Building a community where neighbors and business owners support each other through good or bad is not an easy task. It is clear from recession, the pandemic, a cancer cluster, to household fires, that Huntersville is a wonderful place to live where people ban together in tough times. |
| 3. What obstacles do you | One obstacle is traffic. Traffic continues to be a significant issue |

see to achieving this vision?	for the development of Huntersville. We need to find innovative options beyond widening the roads. Another obstacle is balancing the future of the town against landowner rights. When times are good, it can be easy to forget about the big picture. It is difficult to balance the rights of landowners who want to sell their property for development while supporting the vision of the community. Not every tract of land can be developed with high density occupancy without significant impact to the town. I am thankful that Huntersville has recognized this and supported mixed use opportunities throughout the community while also requiring conservation efforts. I would like to see this effort continued while giving landowners and developers real solutions to meet their goals as well.
-------------------------------	--

Step 3

4. What special opportunities could be used to achieve your vision?	Overcoming major obstacles are critical to achieve buy-in for any vision. Technology provides us with the opportunity to challenge the status quo. One such opportunity is the use of an Advanced Traffic Management system like that of Cary, NC, and Cuyahoga Falls, OH. One of the big complaints I hear is the inability for emergency vehicles to cut through traffic. An Advanced Traffic Management system can sustain traffic flow even during an emergency while reducing emergency response time. Another opportunity for Huntersville is to build office shares strategically placed throughout the community. This is a similar concept to Focus Office Suites. The pandemic has given everyone new perspective. Companies realize they can trust their staff to work remotely while staff working remotely have discovered the need to be with community. This opportunity would serve as an income source to the town and an economic hub for restaurants and retail. I have personal experience with this issue while managing operations and our work from home effort during the pandemic. Much of our staff of 36 was faced with working from home for the first time. After the initial excitement of sleeping in wore off, the impact to their mental health became apparent. Staff desperately wanted to come back to the office. I can tell you that many companies would be willing to subsidize office space for their employees if it helps their mental health, improves their work-life balance, and helps recruit as well as retain quality employees. Technology also offers an opportunity to promote efficient, green development practices. Providing community education and strengthening developer relationships and resources to promote sustainable development will be critical to success.
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	It is critical for Huntersville to support a well-rounded economy. We are not just a bedroom community. A continued focus on attracting various industries to our town will help fuel our economy through good and troubled times. To remain an attractive option and stand out in a sea of communities like ours, we must differentiate ourselves through the strength of community relationships. When we attract businesses primarily

that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.	on financial incentives, we risk being abandoned for other towns when those incentives disappear. By building a foundation of strong relationships between government, business, schools, and residents, financial incentives will not be enough to lure companies away.
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Other Comments:	My career has consumed a sizable portion of my time while living in Huntersville up until the last two years. I am excited to have the time and opportunity to be involved in my community. My husband and I love this town. We have had opportunities to live and work elsewhere but Huntersville feels like home. I want to be involved in the future growth of our community so others can enjoy it as much as we do.
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Nominations

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TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

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Thank you for completing the application and questionnaire.

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Scott K Hinson
Home Phone	704-661-6217
Home Address	9014 Golden Rock Lane
Cell Phone	704-661-6217
Do You Reside in the Town Limits?	Huntersville
Do You Reside in the ETJ?	Yes ☐ No ☒
Present Occupation	Architect
Work Phone	980-267-3630
Place of Employment	McMillan Pazdan Smith Architecture
Email Address	schinson67@gmail.com
Approximate Hours Available Per Month for Serving on Advisory Board	25-30
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:	None
Education	BS - Architectural Design - Clemson University
Business and Civic Experience	Belk, Inc. (1989-2004) - Director of Design/VP Real Estate Crosland (2004-2010) - VP Design & Construction WT DuBois Construction - (2010 - 2012) VP Construction Myers & Chapman Construction - (2012-2018) - Director of Preconstruction McMillan Pazdan Smith Architecture (2018 - Present) Charlotte Office Director Member of Rock Hill City Zoning Board (2000 - 2004) City of Charlotte Tree Ordinance Committee Member
Areas of Expertise and Interests / Skills	Architecture/Design Land Planning Real Estate Development

Commercial Construction
Ability to read construction/design documents, site plans,
renderings, etc.

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 Scott K Hinson

Date 3/15/2021

Step Two: Questionnaire

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Overview

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- | | |
|--|---|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | While a resident of Rock Hill, SC, I sat on the Zoning Board of Appeals for 2 terms. I've also been asked to sit on several civic committees in Charlotte to discuss the Tree Ordinance, Transit Oriented Development Zoning and others. I also volunteer with Make A Wish Foundation, Habitat for Humanity and coached basketball in the HYAA leagues for 3 seasons in Huntersville. I'm currently a member of Class 42 in Leadership Charlotte. |
| 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 part of the Charlotte MSA, Huntersville is in a unique position of growth. With a strategic vision for growth, I feel like Huntersville can continue to attract high profile developments while also maintaining its own identity of community. The next 10-15 years will be critical to set the parameters around smart growth by implementing focused measures on infrastructure, schools, transportation and commercial development. In this next decade, Huntersville can position itself and set the standard for intentional development and while at the same time, promoting a pro-business culture to grow our base. I see Huntersville having real opportunities to create more of a Town Center while also encouraging more corporate and commercial development to create a hub for company headquarters. We need to be selective on the amount of residential development to minimize the impacts on roads and infrastructure. |
| 3. What obstacles do you see to achieving this vision? | I continue to see small communities around Charlotte being reactionary in their growth vs having a proactive approach to development. Without a strategic plan in place, and abiding by the parameters of that plan, most communities are |

overwhelmed by traffic issues, inferior infrastructure and real demands on schools, police and fire as growth occurs. There is a limited source of land that can be developed and now is the time to create a focused plan around that inevitable growth.

Step 3

4. What special opportunities could be used to achieve your vision?

I believe in the input of the citizens we serve. You tend to get people on board with a plan or vision if they feel they have a say in the process. Encourage design sessions with the citizens. Have them let you know what does and doesn't work from a practical standpoint. Listen to the people who work and live in Huntersville. The police and fire departments know what works and doesn't work. Enlist the help of design professionals to assist in the creation the vision plan. They work in the areas of land planning on a daily basis. They know how to incorporate sustainable growth while at the same time promoting a positive, pro-business, approach.

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.

Our roads are quickly becoming overwhelmed. Adding traffic signals at every major development isn't always the best solution. Focus on present and future growth corridors. Not all standards apply across the board so planning officials should be receptive to remain flexible in order to achieve the best solution for specific cases. Mass transit will continue to be a hot topic and Huntersville has to be willing to participate in the solution there.

Other Comments:

I appreciate the opportunity to submit my application for consideration. I believe I bring a background of both design and development skills to this position. I'm encouraged by the direction of Huntersville to get its arms wrapped around the expected growth and would like to contribute my time towards shaping its future. Please don't hesitate to reach out to me with any questions.

Nominations

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TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

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Thank you for completing the application and questionnaire.

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Thu 5/20/2021 5:43 PM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

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?	<i>Field not completed.</i> No
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
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

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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	James T Horn
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Date	5/20/2021
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Step Two: Questionnaire

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Overview

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- | | |
|--|---|
| 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. |
-

Step 3

- | | |
|---|-----------------------------|
| 4. What special opportunities could be used to achieve your vision? | <i>Field not completed.</i> |
| 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 | <i>Field not completed.</i> |

change, and/or anything you
find particularly appropriate
to Huntersville.

Other Comments: *Field not completed.*

Nominations

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TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

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Thank you for completing the application and questionnaire.

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Planning Board Application

Step 1

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 Servng on:	Currently no boards
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.

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Signature of Applicant	Chris Price
Date	5/4/2021

Step Two: Questionnaire

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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. I'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.

Step 3

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.
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Nominations

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HUNTERSVILLE, NC 28070

Contact

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Will Reid
Home Phone	<i>Field not completed.</i>
Home Address	16115 Farmall Drive
Cell Phone	704-302-5475
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	<i>Field not completed.</i> No
Present Occupation	Project Coordinator
Work Phone	<i>Field not completed.</i>
Place of Employment	Mosaic Development Group, Inc.
Email Address	wreid@mosaicdevelopmentgroup.org
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:	<i>Field not completed.</i>
Education	BSBA Finance and Risk Management - Appalachian State University
Business and Civic Experience	Business experience in housing development through current work for Mosaic Development Group. Experience includes planning including seeking community engagement and feedback as well as financing and construction of housing.
Areas of Expertise and Interests / Skills	Affordable housing, planning, finance.

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(75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant	Will Reid
------------------------	-----------

Date	5/25/2021
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Step Two: Questionnaire

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

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- | | |
|--|--|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | Currently serve as a volunteer at Cox Mill High School in Concord, NC as a baseball coach. This service during the fall and spring season ranges from 10-20 hours per week. Previously, served in the same role at North Mecklenburg High School in Huntersville, NC. Also have experience working for Our Towns Habitat (Cornelius, NC) and volunteering with the Hospitality House when living in Boone, 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? | Huntersville expects dramatic growth in 10-15 years, just as it has grown in the past 10+ years. It is important to embrace growth while also controlling against overpopulation so that Huntersville maintains the suburban town feel. It's also important for the town to embrace gentrification while also protecting long-time residents from being pushed out of their homes and neighborhoods as real estate prices continue to climb. It is crucial for the planning department to review each proposed development and how it fits into current-day Huntersville as well as what the future holds. The specific area I would focus revitalization is downtown. With areas like Birkdale continuing to blossom we need to not forget about the downtown and begin to incentivize businesses and housing companies to reinvest in that area. There are many examples, I believe, from our neighbors on what a beautiful, bustling, small-down down-town can look like such as the work Belmont and Kannapolis have done. |
| 3. What obstacles do you see to achieving this vision? | The biggest obstacle is controlling what could become out-of-control exponential growth. As Charlotte continues to grow at the rate it is the surrounding towns will as well as more people and businesses move to the suburbs. Growth is a good thing so the biggest obstacle is having a clear vision so that some but not all growth is embraced by the town. I also think that the more "forgotten" areas of Huntersville like the downtown that need attention and investment will be a challenge as many people have their sites focused on the newer shinier parts of the town. |

Step 3

4. What special opportunities could be used to achieve your vision?	Continued attention to comprehensive plans and planning tools. Engagement of civil engineers when possible to consider traffic, congestion, and land issues. Use of HOME \$ if possible or low-interest loans and grants to incentivize growth in certain areas of the town.
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 Charlotte, gentrification has been a huge positive but also adversely affected a large portion of the city's long-time residents. It's important for Huntersville to learn from that and avoid the negatives of gentrification while embracing the positives. I also think the growth in Huntersville is too focused on certain areas while the rest of the town has a lot to offer. This causes other areas to suffer and also leads to overpopulation and traffic/congestion issues in the "hot areas". I would like Huntersville to incentivize developers to spread the growth and to think outside the box as to housing and developments to create unique opportunities for the town and its residents.
Other Comments:	Mosaic Development Group, where I work, is not doing and does not plan on doing any development in Huntersville as we are focused in other markets currently. Therefore, I do not see my occupation being a conflict of interest. While I am likely one of the younger applicants I will bring new and fresh ideas to the team and will dive in with the attitude of learning and helping wherever I can and will work hard to make the town better.

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.

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Planning Board Application

noreply@civicplus.com <noreply@civicplus.com>

Mon 5/24/2021 9:53 PM

To: Tracy Barron <tbarron@huntersville.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Dina Ringel
Home Phone	6199294405
Home Address	17022 Hampton Trace Rd
Cell Phone	<i>Field not completed.</i>
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	<i>Field not completed.</i> No
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
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	Dina Ringel
Date	5/24/2021

Step Two: Questionnaire

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. |

Step 3

- | | |
|--|---|
| 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: *Field not completed.*

Nominations

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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.

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Planning Board Application

noreply@civicplus.com <noreply@civicplus.com>

Fri 7/10/2020 10:04 AM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	William (Josh) McGrath
Home Phone	7046269945
Home Address	13406 Serenity St.
Cell Phone	7046269945
Do You Reside in the Town Limits?	Huntersville
Do You Reside in the ETJ?	<i>Field not completed.</i>
Present Occupation	Transportation Manager
Work Phone	7049216827
Place of Employment	Husqvarna
Email Address	josh.mcgrath@husqvarnagroup.com
Approximate Hours Available Per Month for Serving on Advisory Board	20-40
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:	N/A
Education	Bachelor of Arts Wingate University
Business and Civic Experience	No real civic experience however, I have business experience from 10+ years working post-college.
Areas of Expertise and Interests / Skills	I manage and lead a team of transportation specialists at work, develop KPI reporting, follow budgets, negotiate rate agreements to control costs, and aim to promote efficiency throughout our supply chain.

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	Josh McGrath
------------------------	--------------

Date	7/10/2020
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Step Two: Questionnaire

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 been active in community service through volunteer projects through boy scouts when I was a kid, church as a young adult, and now post-college through work volunteer programs sponsored by my employer. My experience would have been limited to day-long or short term projects (i.e. assisting on a Habitat for Humanity House, cleaning at Ada Jenkins, raising money for various charities, etc.). |
| 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? | Huntersville needs to become less reliant on car mobility and embrace public and mass transportation. Not only within the Lake Norman region but also within the great Mecklenburg county region as well. What is going to attract people and families to move to Huntersville from Charlotte will be the things Charlotte cannot or does not provide: ample green-areas like public park space, easily accessible and broad greenways and pathways. As quickly as Charlotte is growing, it will quickly become a city that requires people to live closer to their work. Huntersville also needs to attract more companies so our citizens can both live, work, and play in our hometown. |
| 3. What obstacles do you see to achieving this vision? | Finances are always key. Public parks and greenways are a cost that do not bring in additional money. But if we wait on this, the costs are only going to increase. We need to finally work together with our Lake Norman neighbors and the city of Charlotte to develop mass transit options. |
-

Step 3

- | | |
|---|---|
| 4. What special opportunities could be used to achieve your vision? | I live in the neighborhood of Vermillion. We have a path through our neighborhood that is/was supposed to connect to the greenways in Charlotte. This never came to fruition so neighbors cut and cleared the path. Let's work with local HOAs to get this done. We can create greenways connecting neighborhoods to neighborhoods with the volunteer help of local neighborhoods. Encourage local businesses to sponsor greenways to help us fund these projects. Opening lines of |
|---|---|

communication with all towns in our region, the city of Charlotte, and NS to begin utilizing their rail line for a light rail.

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.

Money is always going to be a problem. It's going to take money to grow and maintain our character, but it can be done. Downtown Huntersville needs investment. The buildings look worn down. They need to be refreshed. We don't want to tear down because we want to treasure the character original and older buildings bring, but let's aim to make our downtown space as inviting as those of Davidson and Mathews.

Other Comments:

Field not completed.

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.

Email not displaying correctly? [View it in your browser.](#)

Print

Planning Board Application - Submission #5093

Date Submitted: 5/1/2020

Notification for Service for the Town of Huntersville Planning Board

Name

Deb Myers

Home Phone

Home Address

11936 Red Sorrell

Cell Phone

9377767997

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

Yes

Present Occupation

Director of Education and Projects

Work Phone

704 3604665

Place of Employment

Trauma Center Association of America

Email Address

Dmyersrn@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

4-6

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

Only national committees

Include Expiration Date

Education

Masters in Nursing

Business and Civic Experience

Areas of Expertise and Interests / Skills

Trauma prevention, healthcare, injury prevention, wellfair of others

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

Deb myers

5/1/2020

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

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Only in heathcare

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?

Traffic, decrease auto accidents in area, sense of community verses you stay home because of traffic

3. What obstacles do you see to achieving this vision?

Money

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:

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.

Online Form Submittal: Planning Board Application

noreply@civicplus.com <noreply@civicplus.com>

Thu 11/19/2020 8:10 AM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Jeff Plinter
Home Phone	602-214-5431
Home Address	15603 Northstone Dr
Cell Phone	602-214-5431
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	Yes No
Present Occupation	CFO
Work Phone	602-214-5431
Place of Employment	Edison Foard, Inc
Email Address	jpinter@edisonfoard.com
Approximate Hours Available Per Month for Serving on Advisory Board	10-20
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:	NA
Education	Masters of Business - Arizona State University, UW-Madison - Bachelors Economics
Business and Civic Experience	CFO and Business Owner
Areas of Expertise and Interests / Skills	Development, Finance, and Budgeting

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	Jeff Pinter
Date	11/19/2020

Step Two: Questionnaire

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.	We are relatively new to NC and I am excited to see how I can help revitalize what could be a very vibrant downtown area in our new community of Huntersville.
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 see Huntersville very similarly to what Gilbert, AZ has become. I believe we can turn the downtown into a nightly and weekend destination for cultural and culinary events. With the socioeconomic diversity Huntersville poses I believe we can turn this into a great family friendly destination.
3. What obstacles do you see to achieving this vision?	I've heard that the current government does not get rezoning and other projects approved in a timely manner. I'd like to help any way I can to enable this community to realize its full potential.

Step 3

4. What special opportunities could be used to achieve your vision?	I believe attracting new restaurant's and shops to the downtown area is key to revitalization. I also believe having a walkable main street is another key to making this a reality. Being in the commercial construction industry, I have made many Architectural, Developmental, and Financing contacts that can help Huntersville leverage its funding.
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.	Would like to streamline the existing government to fast track some of the projects that can and should happen in order to start the revitalization of downtown. We will also need to make sure that access to the downtown isn't a logistical automotive nightmare.

Other Comments:	I would be thrilled to be apart of the next 10-20 years of
-----------------	--

developing Huntersville into the city we've already come to love living in. Thank you.

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.

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Planning Board Application - Submission #5112

Date Submitted: 5/4/2020

Notification for Service for the Town of Huntersville Planning Board

Name

Joe Sailers

Home Phone

704-393-0556

Home Address

9332 Westminster Dr.

Cell Phone

704-661-8275

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

No

Present Occupation

Retired

Work Phone

Place of Employment

Self employed Insurance broker

Email Address

Jwscws@bellsouth.net

Approximate Hours Available Per Month for Serving on Advisory Board

40

Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

Huntersville Planning board , City of Charlotte Recycling committee chair

Include Expiration Date

Education

2 year college

Business and Civic Experience

Past president American Society Safety Engineers , past president Long Creek Neighborhood assoc. , past President Derita - Statesville Rd . Community assoc.

Areas of Expertise and Interests / Skills

Engineering , Safety , Neighborhood , planning , water / sewer design , stream preservation ,

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

Joseph Sailers

5/4/2020

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

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Planning board 19 plus years , recycling , coach baseball,basketball,track .

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?

More road improvements , high rise development , additional commercial development , adding jobs to our community so families can live , work and play in Huntersville....

3. What obstacles do you see to achieving this vision?

Economics of development in growth

4. What special opportunities could be used to achieve your vision?

High rise development

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.

Growth and the attractiveness of Huntersville, trying to keep the small town fill with the rapid growth....

Other Comments:

Nominations

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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 #5115

Date Submitted: 5/4/2020

Notification for Service for the Town of Huntersville Planning Board

Name

Gale Wactor

Home Phone

7047273733

Home Address

9116 Rayneridge Drive

Cell Phone

7323220749

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

No

Present Occupation

Retired

Work Phone

NA

Place of Employment

NA

Email Address

Gale.wactor@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

20

Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

None

Include Expiration Date

Education

Some College

Business and Civic Experience

Program/Project Management (DoD)
Project Management Site Director (PMI) - MD
Guardian ad Litem - NC
CASA - MD
Juvenile Conference Committee - NJ
Huntersville 101 - postponed COVID-19

Areas of Expertise and Interests / Skills

Project Management

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

Gale Wactor

Date

5/4/2020

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

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

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?

3. What obstacles do you see to achieving this vision?

4. What special opportunities could be used to achieve your vision?

Lite or commuter rail into Charlotte
Open spaces for enjoying nature
Bryton area development with retail and restaurants
New businesses and job opportunities for residences- how do we know or how do we capture what resources we have?

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.

Growth is good, managed growth is better.

Current plans may change due to pandemic. It will be important to look at demographics and trends once we see what the new normal looks like. For example if people are productively working from home, will businesses change their model and reduce footprint of required office space?

This is what is known at this time as an unknown unknown. Unknowns have to be part of any plan.

Other Comments:

I would like this opportunity to join the board, I enjoy living in Huntersville and want to contribute where I can for future plans.

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.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

I purchased my home in 2014 and officially became a full-time resident in 2018 after retirement so to that end my available time has been limited as I was a caregiver for my mother last year.

- I am a member of the abbreviated class of Huntersville 101 (stopped due to pandemic)
- I participated in the community meetings for Ranson/Rosedale Park near Terrence Elementary School
- Attended BPC meet and greet event with candidates in Charlotte
- Sworn in as a Guardian ad Litem for the State of NC in December of 2019
- Served as a Court Appointed Special Advocate (CASA) in the State of MD
- Served on the Juvenile Conference Committee in the State of NJ
- I participate in various community outreach efforts through whatever church I attended wherever I have lived

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 see Huntersville attracting new businesses that will support the infrastructure required to make ease of use of roads and accompanying amenities for residents. The main factor is having allocated space and resources that would attract business entities to the community.

3. What obstacles do you see to achieving this vision?

The main obstacle if one at all at this point of speculation is making it a win-win situation for the businesses as well as the residents. While it is certainly good to have additional revenue from possible local places of employment; you certainly want to enjoy your community on off hours void of traffic jams and not enough space for the fun things where you would have to leave your community to enjoy.

[Print](#)**Planning Board Application - Submission #5411**

Date Submitted: 6/12/2020

Notification for Service for the Town of Huntersville Planning Board

Name

Steven D Genenbacher

Home Phone**Home Address**

14413 Old Dobbin Dr. Huntersville

Cell Phone

704-305-3779

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

No

Present Occupation

Small Business Owner

Work Phone

704-727-0808

Place of Employment

Christian Brothers Automotive Huntersville

Email Address

steve.genenbacher@cbauto.net

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:Huntersville Board of Adjustments
Expires June 2020

Include Expiration Date

Education

Quincy Senior High School, Quincy, IL
Wyoming Technical Institute, Laramie, WY
John Wood Community College, Quincy, IL

Business and Civic Experience

Owner of multiple automotive service and repair business, NAPA automotive parts store, towing companies, and rental properties in Quincy IL for 20 years. Active member of Quincy chamber of commerce, active member of Knights of Columbus council 582 Quincy IL, active member of St. Peters Parish, Past President of Quincy Automotive Service Association, board member of NAPA auto parts southeast and national advertising council, member of Quincy IL marketing board. After moving to North Carolina I have 18 years in different management role's for NASCAR Race Teams. Current owner of Christian Brothers Automotive Huntersville, Current Lake Norman Chamber of Commerce Ambassador, Active member of St Marks Knights of Columbus council 12654. Work with the Lotta Foundation Huntersville, Work with the Hope House Foundation Huntersville. Hold multiple charity events thru and at our business.

Areas of Expertise and Interests / Skills

My 40 plus years as an entrepreneur, team leader, and my community involvement has taught me to be a great team player, strong problem solver, and how to communicate with the consumer / individual by being a good listener.

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

Steven D Genenbacher

Date

5/20/2020

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.

Volunteer and work with fund raisers with the Knights of Columbus Charlotte and Huntersville
Volunteer with St Marks Church
Work with Business Leaders Cares Lake Norman
Serve on the Board of Adjustments for Huntersville
Hold National Service Day at our shop 1 Saturday a year, we do free repairs to cars for single mothers and family's in need.

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?

The town of Huntersville will continue to be one of the best small towns in North Carolina.
Committed to preserving our small town values and sense of community while providing a high quality of life for our citizens.
Understand the value of a healthy economy and will encourage responsible , progressive development that will lead us into the future.
Encourage community-oriented governance through partnership's with citizen's and public and private organizations.
Have a system of roads that safely and efficiently moves traffic throughout the town, consistent with the town thoroughfare plan.

Factors will include: Economy, Job Growth, Partnerships, Elections and Appointments

3. What obstacles do you see to achieving this vision?

Doing something because it is the way we have always done it.
Seeking to think you can please everyone.
Trying to get perfection as your outcome.
To short-term thinking.

4. What special opportunities could be used to achieve your vision?

We have a great opportunity now as we work with residents, community leaders, business owners and town government officials to work through the final phases and implementation of our 2040 community plan.
I am becoming fully engaged and informed in all of the current documents of our 2040 plan, how and why we reached where we are with the plan.
I would like the opportunity to become an ambassador for the community plan if needed.

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 Huntersville has grown over the last 15 to 20 years it has still been able to maintain a small town feel and character, as the plan continues to be developed, finalized and implemented one core goal should be to maintain that through our next 20 years of growth.

Other Comments:

I am currently on the board of adjustments for the town of Huntersville, I understand I can only serve on 1 board at a time.
If accepted to be on the planning board for Huntersville I would remove myself from the board of adjustments.
I look forward to being a member of our planning board as this is a very important role going forward with the decisions to be made in growing our community for the future and I will take it very seriously.
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 #5161**

Date Submitted: 5/11/2020

Notification for Service for the Town of Huntersville Planning Board

Name

Scott M. Harrington

Home Phone**Home Address**

13314 Union Square Dr

Cell Phone

9174455137

Do You Reside in the Town Limits?

Huntersville

Do You Reside in the ETJ?**Present Occupation**

Commercial Real Estate Broker

Work Phone

9174455137

Place of Employment

C. Crawford & Associates, Inc.

Email Address

scotharrington1808@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

As needed

Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

Community Plan Steering Committee / 4Q 2020

Include Expiration Date

Education

College Degree: Bachelor of Arts and Master Degree: Business

Business and Civic Experience

Business: Banking, Institutional Asset Management, and Commercial Real Estate. Civic: Currently serve on the Board of Bellington Community HOA.

Areas of Expertise and Interests / Skills

Strategic planning, investments/rates of return, work well with others, real estate,

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

Scott M. Harrington

Date

5/11/2020

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 a member of the Huntersville Community Plan Steering Committee. I am on the Board of Bellington Community HOA.

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?

Huntersville is in the process of putting itself on a clearly defined path to becoming the most livable mid-sized city in NC. Through aspirational planning efforts, we can manage to balance the challenges of environmental, land use mix & open space requirements w/ the quality of life demands of our young, mobile, prosperous urban populous, i.e. vibrant downtown, retail, focused economic development and top-flight public services.

3. What obstacles do you see to achieving this vision?

The enemies of any long term "Plan" are 1) Complacency, 2) Community Commitment (lack of) and, 3) Continual Reinforcement (lack of) of shared goals and visions.

4. What special opportunities could be used to achieve your vision?

Stakeholder input obtained from all socioeconomic groups via the Huntersville Community Survey was a critical first step. Once "Plan" is approved newsletters, signage, and slogans can be effectively utilized to reinforce key aspects of our City's shared vision. One simple example is when another section of our greenway is completed signage can be erected that reads "Another step taken toward achieving our goal of becoming the most livable city in North Carolina". Signs can be reused multiple times.

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's my sense that as Huntersville grows, its population will become even younger, more mobile, better educated and more prosperous. Access to high-performance public, charter and private schools will be a critical component of businesses and families as they consider moving to or remaining in Huntersville.

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.

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

R. Lee Hallman

Date

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.

Planning Board Application - Submission #8186

Date Submitted: 5/31/2021

Notification for Service for the Town of Huntersville Planning Board

Name

Trina Loomis

Home Phone

8433255239

Home Address

15667 Knoll Oak Court

Cell Phone

8433255239

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

No

Present Occupation

Stay at home mom/Sales Consultant

Work Phone

8433255239

Place of Employment

Stella & Dot

Email Address

lathant@hotmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

12-16

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

Include Expiration Date

Education

BA in English and French

Business and Civic Experience

Had a Real Estate License in NJ. Head of a Leasing Department that managed 33 buildings and well over 1000 units just outside of NYC. Extensive knowledge of Fair Housing Laws and the need for affordable housing in a major metropolitan area.

Flight Attendant for Continental Airlines with active AFA Union experience. Created and produced the first company-wide union newsletter and helped establish the Newark base website. Researched and wrote content.

Co-owned an eBay business. Familiar with Microsoft Excel spreadsheets as well as Google Sheets.

Currently working part time as a Stella & Dot Independent Stylist, which requires an extensive social media presence on Facebook and Instagram.

PTA fundraising involvement & CMS volunteer.

Areas of Expertise and Interests / Skills

Newsletters, social media, networking, writing, philanthropy

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

Trina Loomis

Date

5/15/2021

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

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

In the last 3 years, I have been involved with the Grand Oak PTA. I was the head of the Box Tops/Grocery Store fundraising committee for the last two years.

In 2017, I was diagnosed with breast cancer. I was fortunate to receive treatment here at the Novant Huntersville Cancer Institute. Since 2018, I've donated hundreds of Cancer Care pouches to them.

I've done countless fundraisers for everything from local schools to local nonprofits.

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 so much of what makes it a perfect place to live while also opening up to some diversity. We have so much RIGHT- our tree canopy, the walk ability, great shopping centers and restaurants. But buses need to have real stops instead of just signs. We need more apartments. We need to consider our roads and schools as we grow. And we need to attract some businesses to our area so that we can give people work options that don't involve driving down 177.

3. What obstacles do you see to achieving this vision?

When we start talking about affordable housing, buses, and lower incomes, there is a stigma. We can create space for lower incomes within our community without sacrificing security.

4. What special opportunities could be used to achieve your vision?

As we grow, we need to consider how the growth will impact all income levels. Something as simple as a sidewalk can encourage community members to get out, walk, and meet each other. A covered bus stop means sheltered, reliable public transportation and might encourage someone to move to the area. These are simple changes that need to be considered.

We also need to have events and entertainment in our area to attract visitors and to encourage people to hang out here. I would love to see more events like Hello Huntersville come back as we begin our COVID recovery.

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.

The roads NEED to be considered before development is approved. It is maddening how one community after another pops up before the roads are widened. As soon as people move in, the back ups begin. These are things we can foresee and prevent.

Other Comments:

I appreciate your consideration. Thank you.

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.

**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Tracy Barron, Exec Asst

Date: June 7, 2021

Subject: Board of Adjustment appointments

EXPLAIN REQUEST:

Consider appointments to the Board of Adjustments

ACTION RECOMMENDED:

Consider appointments to the Board of Adjustments

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. BOA Applications Packet June 2021



To: Board of Commissioners
From: Jack Simoneau
CC: Mayor Aneralla, Town Manager Anthony Roberts
Date: 05/29/2021
Re: Board of Adjustments Appointments

Comments: The Board of Adjustments has four members that have completed their terms and will be rolling off the Board this year. Those members are: Dennis Brewer, Joe Kluttz, Wilbur Smith (ETJ) and Bethany Welch.

The currently appointed Board of Adjustment alternate members are eligible and have confirmed their desire to be considered for appointment to a Town Seat. Those members for your consideration are:

- Jonathan Bradshaw – completed one full term, currently serving second term (expires 2023)
- Peter Jacobson - completed one full term, currently serving second term (expires 2022)
- Jason Loucks – completed one full term, currently serving second term (expires 2022)

Please note that in your appointments, and per the Board of Adjustment rules, applicants must reside within Town to fill the 3 Town seats or alternate seats, and within the ETJ to fill the 1 ETJ seat. All applications enclosed have been identified as to “Town” or “ETJ” for your convenience.

Board of Adjustment Attendance Chart
July 1, 2020 – June 30, 2021

Regular Member	July 2020	August	Sept	Oct	Nov	Dec	Jan 2021	Feb	Feb Special Mtng	March	April	May	June
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Town 1: D. Brewer	-	A	X	A	A	-	X	A*	A	X	-	A	-
Town 2: B. Welch	-	X	X	X	A	-	X	X	X	X	-	X	-
Town 3: T. Primiano	-	A	X	A	A	-	X	A*	A	X	-	X	-
Town 4: J. Kluttz	-	X	X	X	A	-	A	A*	X	X	-	A	-
Town 5: E. Cecil	-	X	X	X	X	-	X	X	X	X	-	X	-
Town 6: S. Genenbacher	-	X	X	X	X	-	X	X	X	X	-	X	-
ETJ : W. Smith	-	X	A	X	X	-	X	A	A	A	-	A	-

A = Absent

Alternate Member	July 2020	Aug	Sept	Oct	Nov	Dec	Jan 2021	Feb	Feb Special Mtng	March	April	May	June
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Town 1: J. Bradshaw	-	V	P	V	V	-	P	V	V	V	-	V	-
Town 2: J. Loucks	-	V	P	V	V	-	P	V	V	V	-	V	-
ETJ or Town: : P. Jacobson	-	P	V	P	V	-	V	V	V	V	-	V	-

V = Vote

P = Present - No Participation

A = Absent

* These absences were due to technical difficulties associated with our first virtual meeting. The members were communicating and actively trying to log on at the specified time.

Online Form Submittal: Board of Adjustment Application

noreply@civicplus.com <noreply@civicplus.com>

Mon 2/15/2021 11:29 AM

To: Tracy Barron <tbarron@huntersville.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Board of Adjustment Application

Step 1

Notification for Service for the Town of Huntersville Board of Adjustment

Background Information

Name	Kimberle A Burton
Home Phone	9803283311
Home Address	15555 Huntersville Concord Rd, , false
Cell Phone	980-328-3311
Do You Reside in the Town Limits?	Huntersville
Do You Reside in the ETJ?	☒ yes
Present Occupation	CFO, Vice President
Work Phone	980-328-3311
Place of Employment	Jeff Burton Autosports, Inc.
Email Address	hrdchrgr331@aol.com
Approximate Hours Available Per Month for Serving on Advisory Board	12
Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:	N/A
Education	B.S. Math and Science Education from NC State University
Business and Civic Experience	CFO, Vice President Jeff Burton Autosports, Inc. since 1988, Manager HB Racing LLC since 2018, Board Member Duke Children's Hospital (6yr term), Board Member Childress Institute of Pediatric Trauma (2yr term), Middle School Math, Owner and Manager of Bella Collina Equestrian, LLC since 2010, Teacher Halifax County Middle School, South Boston, VA. (3 yrs)
Areas of Expertise and Interests / Skills	Managing automobile racing organization including talent contracts, apparel contracts, budgets and corporate relationships; Managing Equestrian Riding facility;Competing in

equestrian competition; Middle school education; Mother of two;
Working on charitable boards with fund raising responsibilities;
Owner of land under the Catawba Land Conservancy;
Interested in Wildlife and land conservation;

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant Kimberle A Burton

Date 2/15/2021

Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Board of Adjustment, 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

The Board of Adjustment consists of Regular and Alternate Members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, and one (1) extraterritorial member. The number of Regular members appointed who reside in the extraterritorial zoning jurisdiction ("ETJ") shall at a minimum meet the requirement of NCGS §160A-362 for proportional representation, but shall in no instance be less than one (1). The Alternate membership shall consist of at least two (2) members who reside within the corporate limits, with the remaining alternate member residing in either the corporate limits or the ETJ.

The Board's primary function is to act upon variances, which are specific requests for deviation from the strict letter of the law of the Huntersville Zoning Ordinance. As an example, picture a property with a stream running through it thirty feet back from the road. If the Zoning Ordinance requires that every new house must be set back thirty feet from the road, the property owner is faced with a hardship and may request a variance. The Board of Adjustment acts quite literally as a court, with evidence presented, petitioners sworn in, and strict rules followed to determine if indeed a hardship exists. The Board considers the facts relative to the petition and formulates a legally-binding ruling.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

6 year term on Board of Duke Children's Hospital, Durham, NC; 2 year term on Board of Children's Institute of Pediatric Trauma, Lead organizer on two major Muscular Dystrophy Association fund raising events in Charlotte, NC; Numerous positions on committees at Cannon School in Concord, NC during 17 year period; Worked on Nascar Committee to improve safety and infield care centers at track; Worked on Nascar Wives Auxiliary for several years

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 includes keeping within the current 30 year plan which allows for development within the prescribed nodes. I would like to balance development with keeping the town feel that drew my family to set down roots in Huntersville. I want to see that areas of development don't create excessive traffic problems and over crowding of amenities. I would like to enhance our park areas and place emphasis an value on our natural areas.

3. Since the Board of Adjustment is a quasi-judicial body and must act

As a former math and science teacher, I am focused on reviewing facts and figures. I will do all in my power to review any and all facts in these decisions and form my opinions within

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, how will you ensure that your decisions are formed objectively?

our board rules and guidelines. I understand that each side in a dispute is passionate about their issue and that emotions will be displayed. I have a strong duty to responsibility and have always done my best in my life to follow rules. I would not take my duty lightly.

Step 3

4. 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 worry that we will loose the town feel that attracted so many of us to move to this community. I want to maintain the character of our town while allowing for the economic growth. There has to be a balance. I feel in the last few years there has more of an emphasis on growth without as much emphasis on the impact to the quality of life. I also feel that we need to make sure to maintain the real estate values of current residents while new developments are approved. I would like to make sure that high value is placed on our natural areas so that we don't loose what makes our community different from others in North Carolina.

Other Comments:

Field not completed.

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.

Email not displaying correctly? [View it in your browser.](#)

Board of Adjustment Application - Submission #6742

Date Submitted: 12/1/2020

Notification for Service for the Town of Huntersville Board of Adjustment

Background Information

Name

Esther Carrasco

Home Phone

704-644-3999

Home Address

13529 Cliffhaven Lane

Cell Phone

704-907-8940

Do You Reside in the Town Limits?

no

Do You Reside in the ETJ?

yes

Present Occupation

Real Estate Agent

Work Phone

Place of Employment

Huntersville

Email Address

esther@homeincarolina.com

Approximate Hours Available Per Month for Serving on Advisory Board

10 or more in necessary

Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

Never served on a board, but I am an active volunteer UNC charlotte botanical Gardens, Davidson Garden Club, as well as a parent volunteer at the Community School of Davidson and other local non-for-profit organizations on a needed/random basis.

Include Expiration Date

Education

Master of Arts, Bowling Green State University, OH

Business and Civic Experience

Self employed as real estate agent.
I try to stay connected and informed about the happenings of Huntersville and Charlotte and other towns around

Areas of Expertise and Interests / Skills

Interest: Real Estate; home improvement; urban planning and development; gardening;
Skills: outstanding customer care and service; excellent organization and project management skills; excellent communication skills

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

Esther Carrasco

Date

11/30/2020

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 Board of Adjustment, 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

The Board of Adjustment consists of Regular and Alternate Members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, and one (1) extraterritorial member. The number of Regular members appointed who reside in the extraterritorial zoning jurisdiction ("ETJ") shall at a minimum meet the requirement of NCGS §160A-362 for proportional representation, but shall in no instance be less than one (1). The Alternate membership shall consist of at least two (2) members who reside within the corporate limits, with the remaining alternate member residing in either the corporate limits or the ETJ.

The Board's primary function is to act upon variances, which are specific requests for deviation from the strict letter of the law of the Huntersville Zoning Ordinance. As an example, picture a property with a stream running through it thirty feet back from the road. If the Zoning Ordinance requires that every new house must be set back thirty feet from the road, the property owner is faced with a hardship and may request a variance. The Board of Adjustment acts quite literally as a court, with evidence presented, petitioners sworn in, and strict rules followed to determine if indeed a hardship exists. The Board considers the facts relative to the petition and formulates a legally-binding ruling.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

I have mostly participated in volunteering efforts in causes that were related to my daughters' lives: such as school and activities in which they could also take part, such as food drives, clothing drives, street clean ups. We have participated in several "get out the vote" events

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 Huntersville has gained an enviable position as a town that blends well live and work; however, in my opinion more could be done to make Huntersville a destination for people to visit on weekends, by creating and developing a town center that would offer a safe and attractive place for visitors to come and dine, shop and see some live music. The Veterans Park and the Discovery Kids are two great spots that would serve as anchors for this new project. I hope the 2040 Huntersville will take into consideration creating a new "Birkdale Village 2.0" of sorts in this location. It is clear that the combination of residential and commercial has great appeal and we can make Huntersville an attractive destination, since we already have a great network of parks and green spaces. People seem drawn to towns with charm, character and walkability as evidenced by Davidson downtown. I think Huntersville can do even better.

3. 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, how will you ensure that your decisions are formed objectively?

The essential part of this is to be educated in the procedures and protocols and to have all the information available to us, the members of the board. I think it is important to hear individual cases in all their complexity and use a combination of precedence, all the facts, and the established rule to govern on that.

I will do my very best to leave any emotions aside and to act objectively. This is something that I already do in my current career: I listen to what my clients want and need and I work hard to make it possible for them from a completely objective perspective and always putting their interests first and foremost.

4. 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 while it is important to keep a vision for where we want Huntersville to be in the future, say 2040, we must not lose perspective about the current needs and wants of the residents, by providing them with plenty of opportunity to fulfill their needs in terms of residential, entertainment, work, shopping... I understand it is very difficult to set a master plan that takes into account new roads, and traffic patterns, but it is also essential that those who cite Huntersville as their hometown, think of it as a place where they LOVE to live. I think that in order to envision a better town, we should consider it as an "island". By this I mean, that we should ensure that Huntersville should offer everything one needs to have a fulfilling life: green spaces, commercial spaces, entertainment, residences, work places. Huntersville has grown a lot in the last 10 years and it is our opportunity to make Huntersville a destination: we have the lake, the parks, Birkdale village, so let's give it a charming downtown!

Other Comments:

I am excited about serving the town of Huntersville; I have been a resident for the last 16 years and would love to contribute and give back to the town in a different capacity. I work well with others and love to know the "behind the scenes", and understand how and why things are done. A lot of work, talent and effort goes into running a town and I would love to be part of that as a member of the Board. Thank you for considering my application; I will be delighted to expand or clarify any comment.

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.

Board of Adjustment Application - Submission #6728

Date Submitted: 11/27/2020

Notification for Service for the Town of Huntersville Board of Adjustment

Background Information

Name

Gloria M. Bennett

Home Phone

336-472-8078

Home Address

12910 Heath Grove Drive

Cell Phone

704-975-2751

Do You Reside in the Town Limits?

yes

Do You Reside in the ETJ?

yes

No

Present Occupation

financial services

Work Phone

704-975-2751

Place of Employment

Wells Fargo

Email Address

Approximate Hours Available Per Month for Serving on Advisory Board

8

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

n/a

Include Expiration Date

Education

Bachelor's Degree - Capella University

Business and Civic Experience

Huntersville 101, Special Olympics local and international games

Areas of Expertise and Interests / Skills

analytical, financial

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

Gloria M. Bennett

Date

11/27/2020

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 Board of Adjustment, 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

The Board of Adjustment consists of Regular and Alternate Members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, and one (1) extraterritorial member. The number of Regular members appointed who reside in the extraterritorial zoning jurisdiction ("ETJ") shall at a minimum meet the requirement of NCGS §160A-362 for proportional representation, but shall in no instance be less than one (1). The Alternate membership shall consist of at least two (2) members who reside within the corporate limits, with the remaining alternate member residing in either the corporate limits or the ETJ.

The Board's primary function is to act upon variances, which are specific requests for deviation from the strict letter of the law of the Huntersville Zoning Ordinance. As an example, picture a property with a stream running through it thirty feet back from the road. If the Zoning Ordinance requires that every new house must be set back thirty feet from the road, the property owner is faced with a hardship and may request a variance. The Board of Adjustment acts quite literally as a court, with evidence presented, petitioners sworn in, and strict rules followed to determine if indeed a hardship exists. The Board considers the facts relative to the petition and formulates a legally-binding ruling.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

American Red Cross transportation services, Foundation For Girls, Special Olympics, Huntersville 101 graduate, Friendship Trays, Court Appointed Special Advocate (CASA)/Guardian Ad Litem.

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?

Huntersville will continue to prosper by having diverse representation on all boards, commissions, and community leadership. With this in place, I see a brighter future for all current and future Huntersville residents.

3. 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, how will you ensure that your decisions are formed objectively?

I fully understand that emotions and facts are separate and not equal. I will ask questions to ensure my complete understanding facts/rules are understood before rendering a decision.

4. 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, the diverse representation will aid in the continued successful development of Huntersville communities.

Other Comments:

Nominations

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TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

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Thank you for completing the application and questionnaire.

Board of Adjustment Application - Submission #6713

Date Submitted: 11/24/2020

Notification for Service for the Town of Huntersville Board of Adjustment

Background Information

Name

John E Passarelli

Home Phone

8479244696

Home Address

12503 LEVINS HALL RD

Cell Phone

8479244696

Do You Reside in the Town Limits?

Huntersville

Do You Reside in the ETJ?

No

Present Occupation

Attorney (retired)

Work Phone

8479244696

Place of Employment

Retired

Email Address

jeplaw@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

30 hrs. / week

Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

None

Include Expiration Date

Education

Doctor of Jurisprudence - Indiana University (Bloomington)

Business and Civic Experience

50 years practicing law:
Federal Trade Commission - Washington, D.C.
Director of Antitrust & Trade Regulation - Jim Walter Corporation, Tampa Florida
Trial Attorney at Clausen Miller - Chicago, IL.
Private Practice in commercial litigation in Cook, Lake, DuPage, McHenry, & Kane Counties, IL.
Taught "Business Torts" for 2 years at Harper College, Palatine, IL. (1988-89)
Retired 2018.

Areas of Expertise and Interests / Skills

Commercial litigation; legal analysis, evaluation, & counseling; the arts

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

John E. Passarelli

Date

11/24/2020

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 Board of Adjustment, 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

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The Board's primary function is to act upon variances, which are specific requests for deviation from the strict letter of the law of the Huntersville Zoning Ordinance. As an example, picture a property with a stream running through it thirty feet back from the road. If the Zoning Ordinance requires that every new house must be set back thirty feet from the road, the property owner is faced with a hardship and may request a variance. The Board of Adjustment acts quite literally as a court, with evidence presented, petitioners sworn in, and strict rules followed to determine if indeed a hardship exists. The Board considers the facts relative to the petition and formulates a legally-binding ruling.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

I have lived in Huntersville for only 2 years. I have attended the "Huntersville 101" program which I found extremely instructive and interesting. I belong to St. Mark Parish Church and am a member of the Knights of Columbus which provides a number of community services. I have been looking for an opportunity to serve the community and this application is my attempt to accomplish that effort.

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?

Huntersville is a land-locked community that has to look at its existing resources to expand its attractiveness to commercial development and improvement of residential quality. Existing spacial development must be organized, allocated to achieve maximum utility and revenue streams, and existing physical conditions have to be reviewed and modified to achieve the same goals.

3. 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, how will you ensure that your decisions are formed objectively?

I have participated for years in Illinois in reviewing the qualifications of candidates for judicial office in the trial courts and am well aware of the requirements for such an office. I have spent 50 years in the judicial system and have litigated in administrative, trial, and appellate courts. Being an attorney I am uniquely aware of the obligations of judicial office, the rules of evidence, the standards to be applied in judicial review and appeal. This is the type of work for which I am trained.

4. 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 am only becoming acquainted with the Huntersville environs but have noticed that the physical appearance of portions of the city need rehabilitation and modification to improve its general attractiveness. Since we are located adjacent to Charlotte, I would like to see encouragement of offices and services that feed into the Charlotte area which would modify the configuration of the Southern portion of Huntersville and provide housing for those working in the Charlotte business area.

Other Comments:

I am sure that there are many others who have lived in Huntersville much longer than I and are aware of the local conditions more intimately. However, I have grown to enjoy and appreciate this community significantly since I have finally settled here. Changing from an active law practice to retirement was a difficult transition from me and this opportunity would allow me to contribute much of what I have learned and experienced to a community I have grown to appreciate and treasure very much. I want to see this community grow and prosper and become the envy of our neighbors and the State of N.C.

Nominations

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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.

Board of Adjustment Application - Submission #6712

Date Submitted: 11/24/2020

Notification for Service for the Town of Huntersville Board of Adjustment

Background Information

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

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 Servng on:

TannersCreek homeowners association

Include Expiration Date

Education

BS Degree Western Carolina University

Business and Civic Experience

Board of adjustments, Huntersville planning board, homeowners association, Mecklenburg county auto tax adjustment board

Areas of Expertise and Interests / Skills

Finance, auto valuations, commercial small business lending, consumer lending and financial consultant.

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

Chris S Price

Date

11/24/2020

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 Board of Adjustment, 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

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The Board's primary function is to act upon variances, which are specific requests for deviation from the strict letter of the law of the Huntersville Zoning Ordinance. As an example, picture a property with a stream running through it thirty feet back from the road. If the Zoning Ordinance requires that every new house must be set back thirty feet from the road, the property owner is faced with a hardship and may request a variance. The Board of Adjustment acts quite literally as a court, with evidence presented, petitioners sworn in, and strict rules followed to determine if indeed a hardship exists. The Board considers the facts relative to the petition and formulates a legally-binding ruling.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

In the past I have served years on the board of adjustments and served a full term on the Huntersville planning board. I have participated in the Huntersville 101 and completed the community citizens police seminar/class

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?

After the current year and the pandemic has settled I am certain the vision of Huntersville may change from the current 2030 in 2040 plan. I see request for larger patios and outdoor seating. I see more ventilation in better ideas for energy efficiency. I see a future in the filtration systems each new business may be required to use. I see more LED lighting across town.

3. 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, how will you ensure that your decisions are formed objectively?

I would like to re-serve on the board. I do not find the necessary decisions made on a personal or emotionally basis. I have been a bank lender for years and understand decisions must be made based on rules and regulations as well as compliance.

4. 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.

One day I would hope or like to see our houses spread apart in developments an additional few feet mandatory. I believe this would cut down on a number of issues. This would include major fires and damage.

Other Comments:

Happy to Serve.

Nominations

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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.

Board of Adjustment Application - Submission #6710

Date Submitted: 11/24/2020

Notification for Service for the Town of Huntersville Board of Adjustment

Background Information

Name

George Yazbeck

Home Phone

17042312431

Home Address

15136 Rangeworth Ct

Cell Phone

Do You Reside in the Town Limits?

Huntersville

Do You Reside in the ETJ?

No

Present Occupation

Business owner

Work Phone

Place of Employment

GYSY LLC

Email Address

yazbeck.george1@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:

none

Include Expiration Date

Education

Some College credits

Business and Civic Experience

I have built or bought and then sold 4 different businesses. I am in the 2020 Huntersville 101 class currently.

Areas of Expertise and Interests / Skills

Business development, entrepreneurship, and cooking.

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

George Yazbeck

Date

11/24/2020

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 Board of Adjustment, 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

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The Board's primary function is to act upon variances, which are specific requests for deviation from the strict letter of the law of the Huntersville Zoning Ordinance. As an example, picture a property with a stream running through it thirty feet back from the road. If the Zoning Ordinance requires that every new house must be set back thirty feet from the road, the property owner is faced with a hardship and may request a variance. The Board of Adjustment acts quite literally as a court, with evidence presented, petitioners sworn in, and strict rules followed to determine if indeed a hardship exists. The Board considers the facts relative to the petition and formulates a legally-binding ruling.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

I have volunteered with the Men's Shelter in Charlotte, Community Link, a non profit that helps get from homelessness to housing.

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?

Having enough quality access to schools and getting the right mix of businesses for our tax base to stay strong.

3. 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, how will you ensure that your decisions are formed objectively?

I follow data, facts and trends to make my decisions. As a business owner, dollars and cents dictate the direction and viability of a business so making a decision on this board position will follow suit.

4. 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 Huntersville 101, we talk a lot about the City of Huntersville's running a tight ship as far as budget and spending goes, I would like to keep that same discipline.

Other Comments:

I love Huntersville and have made a great home here for my wife and two children. I like the parks, clean roads, and seeing companies and jobs move here too. I would like to see it keep that trajectory.

Nominations

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TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

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Thank you for completing the application and questionnaire.

Online Form Submittal: Board of Adjustment Application

noreply@civicplus.com <noreply@civicplus.com>

Sat 5/8/2021 2:15 PM

To: Tracy Barron <tbarron@huntersville.org>

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Board of Adjustment Application

Step 1

Notification for Service for the Town of Huntersville Board of Adjustment

Background Information

Name	Kevin L. Bray
Home Phone	7044646904
Home Address	9708 St Barts Lane
Cell Phone	7043771668
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	No
Present Occupation	Attorney
Work Phone	8289012876
Place of Employment	Corning, Incorporated
Email Address	kevinlbray@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:	None
Education	J.D., Ph.D. (Chemical Engineering), B.S. (Chemistry)
Business and Civic Experience	Corporate attorney (intellectual property) - 20 years University professor - 12 years
Areas of Expertise and Interests / Skills	Law, science, teaching
I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.	
Signature of Applicant	Kevin L. Bray
Date	5/8/2021

Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Board of Adjustment, 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

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

No prior government service, participant in neighborhood committees and scouting in previous residences

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?

Population growth and development pressure, seek balance between quality of life and development, preserve neighborhood character, emphasize greenways, parks, and bike lanes

3. 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, how will you ensure that your decisions are formed objectively?

No trial experience, but trained in law and am employed as a corporate attorney; understand the nature of fact-based decisions and the need to conform to legal precedent

Step 3

4. With rapid development occurring in Huntersville and

Concerned about random development and undue consideration of impact of development on neighborhoods; see

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 define vision for a downtown core with pedestrian corridors; suggest sound barriers along I-77 to mitigate traffic noise.

Other Comments:

Huntersville is at a critical juncture in its development, would like to help make it a special place for all.

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.

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Board of Adjustment Application

noreply@civicplus.com <noreply@civicplus.com>

Fri 5/7/2021 9:34 AM

To: Tracy Barron <tbarron@huntersville.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Board of Adjustment Application

Step 1

Notification for Service for the Town of Huntersville Board of Adjustment

Background Information

Name	John Carbonell
Home Phone	<i>Field not completed.</i>
Home Address	17107 Hugh Torance Pkwy
Cell Phone	770-335-6153
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	No
Present Occupation	In Transition
Work Phone	<i>Field not completed.</i>
Place of Employment	<i>Field not completed.</i>
Email Address	<i>Field not completed.</i>
Approximate Hours Available Per Month for Serving on Advisory Board	12
Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:	<i>Field not completed.</i>
Education	MBA - Crummer International School of Business, Rollins College, Winter Park FL
Business and Civic Experience	Chairman of the Huntersville 2040 Planning Committee
Areas of Expertise and Interests / Skills	Area of expertise include leading cross functional teams, new business development and project management. Interest include reading, running, mountain biking and yoga.
I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.	
Signature of Applicant	John J Carbonell

Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Board of Adjustment, 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

The Board of Adjustment consists of Regular and Alternate Members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, and one (1) extraterritorial member. The number of Regular members appointed who reside in the extraterritorial zoning jurisdiction ("ETJ") shall at a minimum meet the requirement of NCGS §160A-362 for proportional representation, but shall in no instance be less than one (1). The Alternate membership shall consist of at least two (2) members who reside within the corporate limits, with the remaining alternate member residing in either the corporate limits or the ETJ.

The Board's primary function is to act upon variances, which are specific requests for deviation from the strict letter of the law of the Huntersville Zoning Ordinance. As an example, picture a property with a stream running through it thirty feet back from the road. If the Zoning Ordinance requires that every new house must be set back thirty feet from the road, the property owner is faced with a hardship and may request a variance. The Board of Adjustment acts quite literally as a court, with evidence presented, petitioners sworn in, and strict rules followed to determine if indeed a hardship exists. The Board considers the facts relative to the petition and formulates a legally-binding ruling.

- | | |
|---|---|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | I had the privilege to serve as the Chairman of the 2040 Huntersville Steering Committee. Also I have been elected as a member of the HOA for the Gilead Ridge subdivision in Huntersville for three times. Additionally, I volunteer as a mentor for Innovate Charlotte. |
| 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? | Huntersville has many challenges, first is defining who we are. The town has experienced explosive growth that needs to be managed. There are four key factors, protection of property of lower income residents, affordable housing for employees of business we have and are trying to attract, traffic, and what is our downtown experience. |
| 3. 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, how will you ensure that your decisions are formed objectively? | You cannot let emotions rule your decision. Rules of procedure need to be followed, that said, there are always shades of grey. Huntersville is fluid, rules written 10 years ago may not be relevant, the board must review and debate these rules and make decisions based on the best interest of residents of Huntersville. |
-

Step 3

4. 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 has challenges that residents do not understand, state roads are controlled by the state, schools are controlled by the county and a lot of town ordinances are controlled by the state laws. That said, Huntersville is a great town and you need flexibility to improve it.

Other Comments:

Field not completed.

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.

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Online Form Submittal: Board of Adjustment Application

noreply@civicplus.com <noreply@civicplus.com>

Sun 5/23/2021 5:59 PM

To: Tracy Barron <tbarron@huntersville.org>

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Board of Adjustment Application

Step 1

Notification for Service for the Town of Huntersville Board of Adjustment

Background Information

Name	Tamara R Cornish
Home Phone	<i>Field not completed.</i>
Home Address	14908 Oxford Hollow Road
Cell Phone	704-996-5915
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	<i>Field not completed.</i> No
Present Occupation	Attorney
Work Phone	704-996-5915
Place of Employment	Knipp Law Office
Email Address	tamara.cornish@gmail.com
Approximate Hours Available Per Month for Serving on Advisory Board	12-15
Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:	None
Education	Juris Doctor
Business and Civic Experience	I am applying for both the Planning Board and the Board of Adjustment. I do not have a preference for either Board as I feel my experience can be beneficial to either. My knowledge and experience gained while working as a commercial and residential real estate attorney provides me with the solution-oriented mindset to benefit serving on either Board. I do not anticipate many conflicts as the firm I work for primarily serves residential real estate clients, and I no longer practice law for the firm. While we occasionally run into an impervious or setback violation issues, we refer these issues to attorneys that specialize in this type of work.

Areas of Expertise and Interests / Skills	My current role as staff counsel and operations manager for the firm requires patience, adaptability, and the ability to listen. I serve as a strategic adviser to the firm's owner. Since taking over operations for the firm, we have grown 60% and increased our offices from three to seven. I am well-versed in growing pains and how to manage change. I am most passionate about my work when we are implementing ideas and solutions that will move us forward. Serving on the Board will allow me to help move Huntersville forward under the vision adopted by the town.
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I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant	Tamara R Cornish
------------------------	------------------

Date	5/23/2021
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Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Board of Adjustment, 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

The Board of Adjustment consists of Regular and Alternate Members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, and one (1) extraterritorial member. The number of Regular members appointed who reside in the extraterritorial zoning jurisdiction ("ETJ") shall at a minimum meet the requirement of NCGS §160A-362 for proportional representation, but shall in no instance be less than one (1). The Alternate membership shall consist of at least two (2) members who reside within the corporate limits, with the remaining alternate member residing in either the corporate limits or the ETJ.

The Board's primary function is to act upon variances, which are specific requests for deviation from the strict letter of the law of the Huntersville Zoning Ordinance. As an example, picture a property with a stream running through it thirty feet back from the road. If the Zoning Ordinance requires that every new house must be set back thirty feet from the road, the property owner is faced with a hardship and may request a variance. The Board of Adjustment acts quite literally as a court, with evidence presented, petitioners sworn in, and strict rules followed to determine if indeed a hardship exists. The Board considers the facts relative to the petition and formulates a legally-binding ruling.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.	Before moving to Huntersville, I served on the Board of a non-profit Doberman rescue for several years. Aside from pulling dogs from shelters, fostering, and training, I spent time educating the public about the breed and how to be a responsible dog owner. In Ohio, the Doberman population is unusually high due to puppy mills. The breed is often mistaken for an aggressive status symbol and ends up in the wrong hands. Often, people abandon the dogs when they discover the breed's predisposed health issues that make ownership expensive, and that in most cases, the dog is not what Hollywood made it out to be.
2. Briefly describe your vision for Huntersville in the	I would like to see sustainable community development that supports a vibrant hub of outdoor activity, art, entertainment,

next 10 to 15 years. What factors during that time will shape the growth of our community?

and innovation that keeps families here for decades to come. Building a community where neighbors and business owners support each other through good or bad is not an easy task. It is clear from recession, the pandemic, a cancer cluster, to household fires, that Huntersville is a wonderful place to live where people ban together in tough times.

3. 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, how will you ensure that your decisions are formed objectively?

I am a licensed NC attorney. While I no longer practice, it is my job to see to it our staff understands and implements rules and procedures that are underpinned by the law. I would treat this no differently. What I often tell our staff is that our rules exist for several reasons: (1) to uphold the law, (2) to create uniformity for efficiency, and (3) to support our business goals. While there will be deviation from some of the rules at times, that deviation must be carefully weighed against any consequences that may come from it. I do not take sides based on politics or popularity. My decisions are based on what is allowed within the bounds of the law and practical under the circumstances. Sometimes that means making unpopular decisions.

Step 3

4. 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 critical for Huntersville to support a well-rounded economy. We are not just a bedroom community. A continued focus on attracting various industries to our town will help fuel our economy through good and troubled times. To remain an attractive option and stand out in a sea of communities like ours, we must differentiate ourselves through the strength of community relationships. When we attract businesses primarily on financial incentives, we risk being abandoned for other towns when those incentives disappear. By building a foundation of strong relationships between government, business, schools, and residents, financial incentives will not be enough to lure companies away.

Other Comments:

My career has consumed a sizable portion of my time while living in Huntersville up until the last two years. I am excited to have the time and opportunity to be involved in my community. My husband and I love this town. We have had opportunities to live and work elsewhere but Huntersville feels like home. I want to be involved in the future growth of our community so others can enjoy it as much as we do.

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.

Online Form Submittal: Board of Adjustment Application

noreply@civicplus.com <noreply@civicplus.com>

Tue 5/18/2021 8:00 AM

To: Tracy Barron <tbarron@huntersville.org>

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Board of Adjustment Application

Step 1

Notification for Service for the Town of Huntersville Board of Adjustment

Background Information

Name	Edward
Home Phone	7044535294
Home Address	15723 Berryfield St
Cell Phone	7044535294
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	<i>Field not completed.</i> No
Present Occupation	Real Estate Broker
Work Phone	7044535294
Place of Employment	Carolina Realty
Email Address	elowry145@gmail.com
Approximate Hours Available Per Month for Serving on Advisory Board	40
Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:	N/A
Education	BS Aeronautical Science
Business and Civic Experience	Served on Board of Adjustments in 2017
Areas of Expertise and Interests / Skills	Organization/ Leadership/ Better the quality of Huntersville/ Project Management.
I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.	
Signature of Applicant	Edward P Lowry
Date	5/18/2021

Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Board of Adjustment, 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

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- | | |
|---|---|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | Rotary of Huntersville, Huntersville 101, Chairman of ALPA Emergency Relief Fund, Exec VP ALPA B2, |
| 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? | Expanding the opportunities in Huntersville, Bring light rail to Huntersville- regardless of the RR issue. more business and employment to the area. Growing Rosedale and south into the EJT is required to keep and better the quality of life here. |
| 3. 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, how will you ensure that your decisions are formed objectively? | Its very simple to follow the orders and rulings currently on the books. Should the party coming before the board has already gone to the council. The council either weren't the proper body to issue a ruling, or need the issue sent to the BoA. The findings of the BoA are by the book. Should the party disagree, they can take their issue to court. Feeling/Emotions do not have a part in the decisions. |
-

Step 3

- | | |
|---|--|
| 4. With rapid development occurring in Huntersville and | The growth needs to be orderly. Putting the housing and issues that come with that are the most important. Recycle and waste |
|---|--|

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 be addressed. With this growth comes opportunity which will require education needs. We have grown rapidly in population, yet still have conflict with DOT and council. Roads, traffic movement...we need to get moving

Other Comments:

Field not completed.

Nominations

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TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

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Thank you for completing the application and questionnaire.

Email not displaying correctly? [View it in your browser.](#)

**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Michael Jaycocks, Director

Date: June 7, 2021

Subject: Rosedale Nature Park Dog Park Rules and Regulations

EXPLAIN REQUEST:

These rules and regulations will be implemented at the new dog park at Rosedale Nature Park. This dog park will not have controlled access and users will not have to submit an application nor pay an annual fee to access the dog park.

ACTION RECOMMENDED:

Consider approving Rosedale Nature Park Dog Park Rules and Regulations.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Dog Park Rules and Regulations-Final- June 7, 2021



Huntersville Parks and Recreation Dog Park Acknowledgement of Rules and Regulations

There are two dog parks operated by the Huntersville Parks and Recreation Department (HPRD) at Rosedale Nature Park, one for small dogs (24 pounds or less) and one for large dogs (25+ pounds). Rosedale Nature Park is located at 9519 Rosewood Meadow Lane, Huntersville, NC 27078. Operating Hours are from 8:00 a.m. to sunset throughout the calendar year. Both Dog Parks have a double gated entry and fenced in area.

In order to keep and maintain a safe dog park area, the following rules and regulations of the dog parks shall apply:

- HPRD staff has the authority to close the site for maintenance, weather related problems, rentals, special events or other reasons at any time.
- Dog owners must be 18 or older.
- Children accompanying dog owners must be strictly supervised at all times and at least 12 years old to be allowed inside Dog Parks. Spectators and children under 12 years old should remain outside the fence area.
- No animals other than dogs may be brought into the fenced area.
- All dogs are required to wear identification in the form of current rabies immunization tag at all times while using the dog park and must include owners current contact information on it. North Carolina State Law requires that any owner of a dog shall have their pet vaccinated by 4 months of age and are responsible for keeping their pets' vaccinations up to date.
- In addition to the Rabies Vaccination all pets should have up to date Bordetella, and DHLPP shots (Distemper/Hepatitis/Leptospirosis/Parvo/Parainfluenza)
- Aggressive and female dogs in heat are not allowed inside dog parks.
- Owners must immediately leash and remove dogs from the park at the first sign of aggressive, hostile or combative behavior. Any dog found to have bitten another dog/person will lose all park privileges.
- HPRD has the right to prohibit any dogs and/or type/breed of dog from entering Dog Parks.
- Owners of a dog are responsible for the conduct of their pet(s) at all times while on park property.
- Park users and dog owners assume all risks related to use of the Dog Park area.
- HPRD is not responsible for individual's pets or any injuries that may occur while using these facilities. Enter at own risk.
- N.C. State Law requires all dog bites of humans to be reported to the Mecklenburg County Health Department at 980-314-9210 and call 911.

- All dog owners must be in the park and within view and voice control of their dog(s) at all times.
- All dogs must be leashed until safely inside the Dog Park and returned to a leash prior to exiting.
- No more than two dogs per owner allowed in the Dog Park at one time.
- Owners are required to dispose of waste in the designated on-site containers.
- Choke, prong, pinch and spike collars are prohibited; therefore, the user must remove said items prior to entering the Dog Park.
- Separate areas for Small and Large Dogs are provided. The Small Dog area is designated for dogs 25 pounds or less. Owners must use the appropriate area for their dog.
- Dogs must be at least four months old to enter the Dog Park.
- Sick or injured animals are not permitted in the Dog Park.
- Owners must stop their dogs from digging and must fill any hole created by their dog.
- No food allowed inside the Dog Parks except for dog training treats.
- Bite-sized training treats are permitted as long as they are administered by the dog owner.
- Professional dog trainers are not permitted to use the facility to conduct business unless prior approval is granted by HPRD.
- Strollers, bicycles and skateboards are not allowed inside the Dog Parks.
- When leaving the Dog Park, please remove all tennis balls, toys or other personal items or they will be discarded.
- HPRD is not responsible for any personal belongings which the user brings to the Dog Parks.

Acknowledgement of Risk and Release

Huntersville Parks and Recreation (HPRD) makes clear that the use of either Dog Park area, owners must have updated vaccination records before entering the dog park with their dogs. I understand that HPRD has no knowledge about the behavior or temperament of animals using the area; therefore, HPRD cannot be held liable for any altercations that happen in or around the Dog Park area. In consideration of using the Dog Park for myself and the dog(s), I hereby represent and warrant as follows: my dog(s) has/have received a rabies vaccination and that all vaccinations are up to date. I realize that my access to enter the Dog Park may be suspended if all rules are not followed. I further understand and accept that despite the efforts of HPRD to see that Dog Park users comply with the vaccination requirements, there is a risk that not all dogs present in the Dog Park are vaccinated.

I hereby release the Town of Huntersville, North Carolina, its officers, employees and agents from any and all responsibility or liability for injuries or damages to myself or my dog due to my use of, or participation in activities, at either Dog Park. I also agree to indemnify and save harmless the Town of Huntersville, North Carolina, its officers, employees and agents from and against all loss, cost, damages, expense and liability including death, personal injury or disease and damage to real or personal property resulting from (1) my negligent acts; (2) the acts or behavior of my dog, and (3) injury that may occur to me or my dog or my property as a result of the acts, conduct or behavior of other users of the park, including other dogs.

By entering the dog park I acknowledge and accept the risk and understand and accept the rules and regulations of the dog park. I realize non-compliance of Dog Park rules may result in revocation of Dog Park use privileges.

**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Tracy Houk, Assistant Director

Date: June 7, 2021

Subject: Public Art - LKN Kiwanis Mural

EXPLAIN REQUEST:

A few changes have been made as requested to the Mural presented by LKN Kiwanis. This mural will be placed on the north side of the Veterans Park restroom building facing the American Legion building.

ACTION RECOMMENDED:

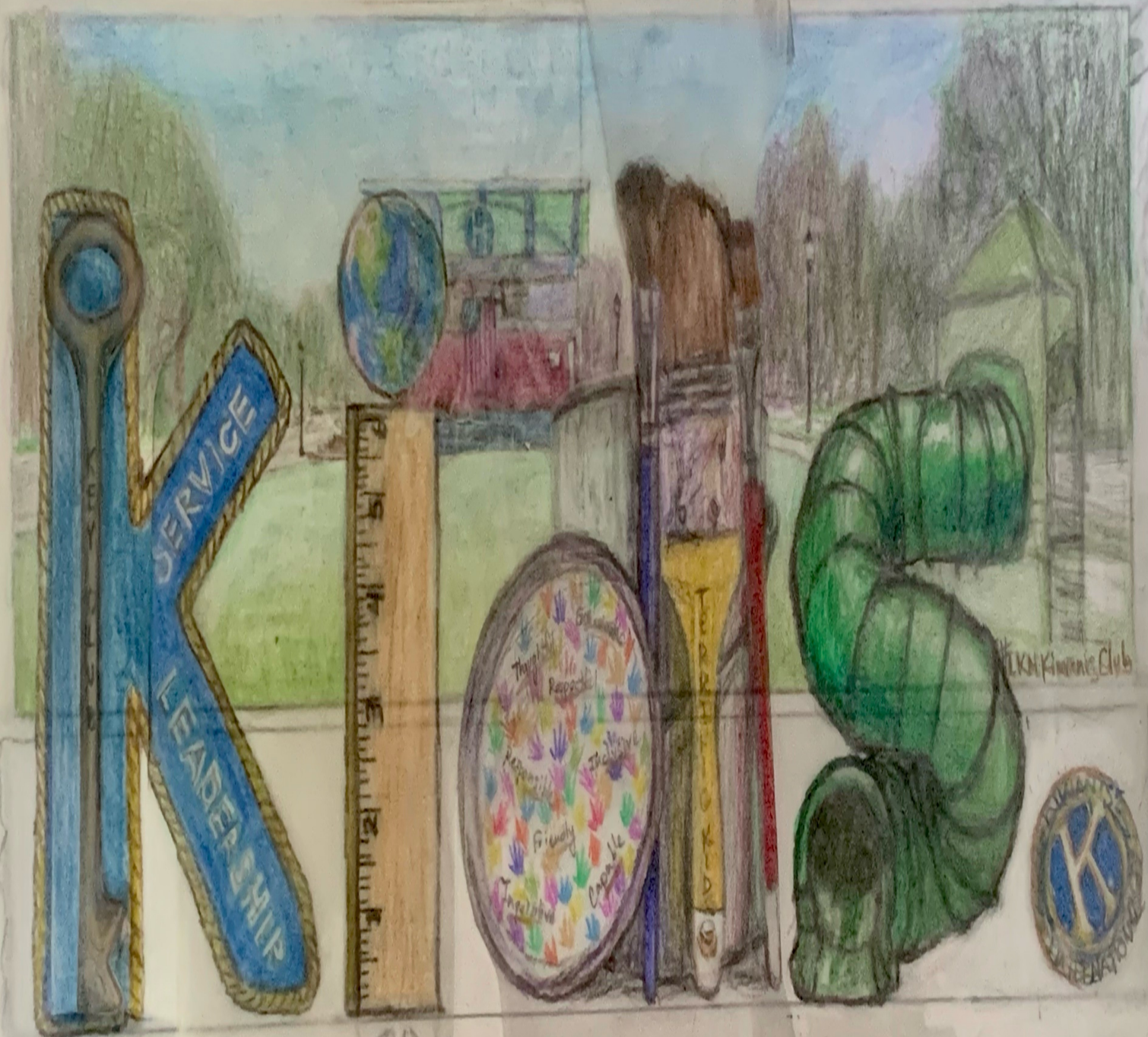
Consider approving LKN Kiwanis Mural as presented for the north facing outside wall of the Veterans Park Restroom Building

FINANCIAL IMPLICATIONS:

None - fully funded by the LKN Kiwanis

ATTACHMENTS:

1. LKN Kiwanis Mural - UPDATED



**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Janet Pierson, Town Clerk

Date: June 7, 2021

Subject: Approval of Minutes - April 5, 2021

EXPLAIN REQUEST:

Consider approving the minutes of the April 5, 2021 Regular Town Board Meeting.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**April 5, 2021
Huntersville Recreation Center – 6:00 p.m.**

PRE-MEETING

The Huntersville Board of Commissioners held a pre-meeting at the Huntersville Recreation Center, 11836 Verhoeff Drive, at 5:00 p.m. on April 5, 2021.

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

The Town Board heard requests from representatives of External Agencies requesting funding for FY 2022.

Hugh Torrance House and Store requested \$12,000. *Detailed Request attached hereto as Exhibit No. 1.*

Ada Jenkins Center requested \$20,000. *Detailed Request attached hereto as Exhibit No. 2.*

Angels and Sparrows requested \$5,000. *Detailed Request attached hereto as Exhibit No. 3.*

ASC North requested \$25,000. *Detailed Request attached hereto as Exhibit No. 4.*

Carolina Farm Trust requested \$10,000. *Detailed Request attached hereto as Exhibit No. 5.*

Carolina Raptor Center requested \$25,000. *Detailed Request attached hereto as Exhibit No. 6.*

Caterpillar Ministries requested \$15,000. *Detailed Request attached hereto as Exhibit No. 7.*

Historic Latta Plantation requested \$20,000. *Detailed Request attached hereto as Exhibit No. 8.*

Hope House Foundation requested \$10,000. *Detailed Request attached hereto as Exhibit No. 9.*

Rural Hill requested \$20,000. *Detailed Request attached hereto as Exhibit No. 10.*

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

**REGULAR MEETING
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Recreation Center, 11836 Verhoeff Drive, at 6:00 p.m. on April 5, 2021.

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

Mayor Aneralla stated this meeting is being held in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive and via livestream on our Facebook page. The public has been invited to attend and comment during the public comments or during any of the public hearings (1) in person at the

Huntersville Recreation Center or (2) by telephonic communication in accordance with instructions sent to persons who have registered with the Town Clerk no later than 3 p.m. today. The public may also submit comments by e-mail to the Town Clerk at jpierson@huntersville.org. E-mailed comments received no later than 3 p.m. on April 5, 2021 will be included in the record of this meeting. The Town Clerk can be reached at jpierson@huntersville.org.

Mayor Aneralla called the meeting to order.

Mayor Aneralla called for a Moment of Silence.

Mayor Aneralla led the Pledge of Allegiance.

MAYOR AND COMMISSIONER REPORTS – STAFF QUESTIONS

Mayor Aneralla

- The Metropolitan Transit Commission met two weeks ago. There was discussion on the Silver Line and out-of-county bus service.

Commissioner Bales

- Lake Norman Economic Development Corporation currently has 31 projects, 21 of which are in Huntersville.

Commissioner Boone

- Provided update on Lake Norman Chamber of Commerce events.
- Expressed appreciation to the first responders for doing the job that they do for us.
- Reminder that the Duke Energy nuclear siren test will be on April 14.
- On April 2, half of the night shift was made up of female officers for the first time ever.

Commissioner Hines

- Provided update from the Charlotte Regional Transportation Planning Organization meeting. Next meeting is April 21.

Commissioner Munger

- Provided update from the Huntersville Ordinances Advisory Board Meeting. The tree mitigation ordinance, adequate public facilities ordinance and viability of the traffic impact analysis ordinance were discussed.
- Plan to attend meeting on Wednesday with Quality North Carolina representatives from various Mecklenburg County municipalities and the County Board of Commissioners to discuss the best path forward for the non-discrimination ordinance to protect at-risk members of our LGBTQ community.
- Consider supporting local non-profits.

Commissioner Phillips

- There will be a Covid-19 vaccine event at the Waymer Center in historic Pottstown on April 7.
- Congratulated Eric Rowell for winning the Sunshine Award from the North Carolina Open Government Coalition for efforts to increase transparency in local government.
- Consider donating to Watchmen of the Streets, which is an organization that provides supplies and resources to the homeless.

Commissioner Bales requested an update on the Main Street project and the 21 widening/interchange project.

Stephen Trott, Director of Engineering, said for the 21 and Gilead intersection project and interchange project, the latest update I have from NCDOT which was probably last week is they are still indicating the end of April to get started. They are continuing to work relocating utilities. The bid opening was last week for the Main Street Project. It will be probably a June start time.

Commissioner Boone expressed appreciation for the shrubbery being cut back along the sidewalk on NC 115, north from where Dr. Craven's house was. Requested the Town Manager have the current Town Hall power washed.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Amber Kovacs, 207 Greenway Street, said I'm here to speak about Item 9.G, Resolution Opposing the Postponement of the 2021 Huntersville Municipal Election. It's a topic that I'm thankful is being discussed tonight, so thank you Mayor Aneralla and Commissioner Phillips. Within the past year due to the pandemic and large situations arising, there seems to be a significant increase in community involvement in Town functions. There's been a growing interest in knowledge of Town actions and opinions being expressed. Just in my past 6 months of significant involvement, I've seen many people express a desire to learn more because it seems more important than ever. The statement "more important than ever" often comes up because the more information we find out, the more we realize there's a lack of transparency. The current Board was elected and took an oath to serve for two years, not three. The vast majority of constituents' concerns come from the fact that we, the people, don't feel that we are being listened to. On various occasions we've expressed concerns and used facts redundantly according to some and yet those are negated with actions. Our Town elections are not affected by the census, so our election should continue as regularly scheduled and allow people to vote a Board that they feel they can trust. Waiting a year and having an election for only a one-year term will hurt any candidate who is not independently wealthy or already on the Board and our election should be accessible for all to run.

AGENDA CHANGES

Commissioner Bales moved Item 10.N under Consent Agenda (Accept streets in Mirabella Subdivision for Town maintenance) to Item 9.H under Other Business.

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

Commissioner Hines seconded motion.

Motion carried unanimously.

PUBLIC HEARINGS

Petition #R21-01. Mayor Aneralla called to order public hearing on Petition #R21-01, a conditional rezoning request by Tietsort Investments LLLP 1 to rezone 10205 Sam Furr Road (Tax ID 00531101) from General Residential to Highway Commercial Conditional District to develop a day care center.

Brad Priest, Principal Planner, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 11.*

The application before us this evening is a conditional district rezoning. You see the site in front of us here on 73. The parcel is currently zoned General Residential and is proposed to be rezoned to Highway Commercial – Conditional District. As for sake of comparison, the existing Highway Commercial colors on the zoning map are the pink. There's some aerial photography of the area in question to get a better view there again on 73 in between the Cambridge Grove and the Hampton Ridge single-family residential subdivisions. The site is almost completely wooded at this time.

The rezoning plan is shown here. The site is about 5 acres in size. The proposed use is a daycare. A lot of times when we have conditional rezonings there will be a note on the plan that says all the uses allowed in Highway Commercial are being proposed and allowed or permitted. That's not the case with this plan. The note on the plan specifically calls for a daycare use, so if the rezoning was approved, the only use permitted on the site the way it's currently drawn up is for a daycare use.

The building size is 16,000 sq. ft. The proposed number of children as noted on the plan would be 250, which would include 25 afterschool children, with about 50 employees. Here's the architectural elevations also submitted in the Conditional Rezoning Application. They are conceptual at this time, those type of things may shift a little bit, but this is the conceptual elevations that were submitted as part of the application.

Going through some of the items addressed in the Staff Report, the rezoning/site plan issues, one of which the build-to line is proposed to be modified through the Ordinance. The Ordinance allows through the conditional district process, the Town Board can modify certain aspects of the Ordinance if it's in the spirit and intent of what the code is trying to get accomplished. One of the modifications that the applicant is asking is to move the building back from 15' toward Sam Furr Road and move it back to about 200'. The reason for that is the only access that they can get is on 73 at this point and so the driveway has to snake around, go back to the back. With that modification there and the small residential parcel in the front, it's very difficult, if not impossible, to have the building front on 73 in the classical way that you see commercial buildings to the west of the subject property. Staff is in favor of that modification because of the special circumstances that are taking place there.

Secondly, there's also a buffer modification request. You can see those at the red arrows pointing out, the reduction in the buffer from 30' down to 10'. With the Highway Commercial zoning district, any Highway Commercial district adjacent to single-family residential or residential, there's a required 30' and so they are requesting to modify that where the red arrows are pointed to – one on the western side of the site that's adjacent to the Cambridge Grove open space and then two, toward the front you have a small parcel actually owned by the Town of Huntersville there on the west side of that parcel to be able to fit the project on this site. A smaller issue, but one that is just noted for future construction, a TIA was done and one of the recommended requirements and I think NCDOT is also requiring that a right-turn lane be put in from 73 into the facility and that widening is going to push the sidewalks and the required street trees outside of the existing right-of-way, so in order to put those improvements in, an easement from the Town of Huntersville and Hampton Ridge subdivision HOA would be required and that's just a note and a FYI.

Transportation Issues – as highlighted in the Staff Report just briefly, a TIA was conducted and accepted by Engineering Staff. The mitigation and the outcome of that TIA was (1) a right-turn lane going into the facility from 73 and (2) a second left-turn lane from Old Statesville Road onto Sam Furr Road. The applicants are willing to do that. There's a note on the plan that says they will, but one of the notes is not clear, so staff is recommending that note be modified to clarify the recommendation from the TIA.

Another transportation issue that we wanted to just briefly cover, and this is something that the adjacent property owners have discussed as well, the potential for cut-through traffic at the site. You will see here in the photo on the bottom right, I believe with the red arrows.....you can see the possibility for people, an individual, using this site – it's a right-in/right-out only, so for anybody coming from 77 and coming east on Sam Furr Road, they'll have a few options of how to get to this facility. One, they can go all the way down to 115 and make a u-turn and come down and go to the facility, take a right into the facility. Two, they can go past the facility and go not as far as 115 and go to Knoxwood Road and make a u-turn there and take a right into the facility, or a concern of the residents and a possibility is coming down and taking a leftover at Cambridge Grove, go into the facility. You see it here in the red arrows – going up Cambridge Grove, taking a right at the amenity center, then taking a right on Hampton Grove Road there and then taking another right and then going into the facility. That's a possibility. Those streets are public and so that would be legal to be able to do that, but the any use proposed at this location that is a possibility, so as a fyi that cut-through traffic could happen there.

Another transportation issue we wanted to highlight is the TIA does not cover small intersections in the town. The TIA covers major intersections like 73, Rich Hatchet Road, 115 and studies the capacity of those intersections. The movements that customers will likely use to get to this facility, the leftover at Knoxwood Lane, the leftover at Cambridge Grove Road, was not studied in the Traffic Impact Analysis. What staff is asking to make sure that the increase in traffic would be able to be accommodated for at those places is asking the applicant for traffic counts there. We've been working with the applicant and did ask for a turning template to make sure that a large vehicle could make a u-turn at Knoxwood as you see up on the top photo there and Engineering staff reviewed that and it showed that yes, for a large passenger vehicle, they would be able to make that u-turn movement with the asphalt that's already there. But again, what the traffic is going to be like, and how they accommodate the increase in traffic making these movements, is what we are still wanting to look at a little bit closer.

Looking at these issues, staff did put in the Staff Report an alternate option – not better or worse, but just an alternate option that could be considered in regard to having instead of the driveway being on 73, if the driveway was on Cambridge Grove, the traffic on Cambridge Grove of course would increase, but again there wouldn't be a need for cut-through traffic. That would significantly change the site in regard to buffers and many of those things outlined in the Staff Report. Just another option to discuss, but in order to do that the applicant would need to talk to Cambridge Grove HOA to get an easement through the property on the western side of the tract.

Going through and looking at the land use considerations for rezoning, taking the property from General Residential to Highway Commercial, the Sam Furr Road/Highway 21 Small Area Plan that was completed back in 2005 did have a land use recommendation for this site and the recommendation was residential, as you see in the graphic there highlighted by the arrow. That orange color is single-family residential and then the bottom right you can see that there was a specific idea and concept that the Small Area Plan had in mind. The reason why there is a green line going through the property and a red line going through the property, it was discussed to have a north/south connector midway in between 21 and 115. At the time the thinking was that would be a good midpoint to be able to cut through and have

greenway, bicycle, pedestrian accommodation there at the proposed what would be a traffic signal on Sam Furr Road. The idea was this would be a good location to put a street through there, make all that work, and have connectivity north and south other than having to go to Statesville Road and 115. We talked about that small parcel that was on the corner of Sutters Mill and 73.....I'm sorry I forgot the name of the street.....that small parcel that's there on 73, the reason why the Town owns that is because the Town purchased that property for a potential signal that would go there to have a four-way stop full access and then have pedestrian accommodations going through there. That's the reason the Town owns that small parcel. Since the 21/Sam Furr Road Small Area Plan, NCDOT has again changed the function of 73 into a superstreet, so instead of having full access here and there, it's more of the u-turns, the u-turn bulbs and keeping left-turns restricted. Therefore, the concept that the 21/Sam Furr Road Plan put forward in regard on the bottom right having that pedestrian area connect from north and south would be a lot more difficult. That's something to keep in mind as we go through and we talk about the small area plan recommendation. It is residential. It could be residential, but it wouldn't have that north/south connectivity, or it would be more difficult to do so with the superstreet concept.

The Huntersville 2040 Community Plan, the land use area that's identified for this area – so you've got the Northcross Shopping Center and then of course you've got the commercial area to the east, 115 activity center, 115/73. In between those two commercial areas is what's called the Town Core and so the Town Core recommends different residential units of different kinds – townhomes, single-family homes, apartments are appropriate. But then here highlighted at the bottom you see the description also says it may include non-residential development as specified in small area plans and other sites that meet locational criteria. Right away we see that the Town Core kind of envisions or maintains that commercial could be an option in the appropriate situation.

Going through and looking at some of the policies, what's consistent with the daycare application, the rezoning application to Highway Commercial. The 2040 Plan wants to allow more intensity only where transportation infrastructure and utilities already exist. Sam Furr certainly could handle that intensification that's where you would want it on the Sam Furr Road that could handle that infrastructure there. Policy LU-6 throughout encourages mixed uses in the Town Core, including commercial. Again, from a general perspective, the 2040 Plan essentially supports some commercial in certain applications. However, you go to the righthand side, the righthand column, the devil is in the details so to speak. Policy LU-6.2 recommends commercial uses and they are encouraged as described in the Small Area Plan. We just discussed the Small Area Plan recommends residential. There's an inconsistency there. Policy LU-6.3 recommends small scale neighborhood serving commercial that's designed in a context sensitive manner. Staff looked at that policy and looked at a couple of things. One, the daycare center proposed is somewhat large. It's one of the larger daycare centers currently in Huntersville. Number 2, the applicant is asking for a reduction and modification of the buffer requirements. Having the very large daycare that is asking for a reduction in buffer does not seem, from staff's perspective, to be designed in a context sensitive manner.

Another policy that is applicable is Policy LU-5.3 and that is to support infill housing options near services, shopping, employment and transit stations.....this location being recommended by the Small Area Plan to be residential. Being in a location that is near and within walking distance to services, shopping and employment and being surrounded by single-family residential makes for a very suitable candidate for infill housing along 73. Therefore, looking at those facts, we identify that as a policy that is not quite consistent with the application at this time.

Staff recommendation – looking at the aspects of the ordinance, infill residential would be suitable however the 2040 Plan does mention and talk about commercial in the Town Core. If there were some

modifications to the Plan, if there were some modifications that the Town Board deemed that the Small Area Plan needed to be changed to commercial, and the other items in the Staff Recommendation are taken care of, for instance the stacking counts are given to us to show that Cambridge Grove Drive and Knoxwood Drive could handle the additional traffic and then cut-through traffic the applicants says, and they have maintained in the neighborhood meeting, that they would discourage their parents from dropping off and using the neighborhood to get to the facility. If they did as much as they could to do that, then staff could support the application.

Commissioner Hines said current zoning is General Residential. It says we don't use GR since 1996 because it was old Mecklenburg County zoning, but in that as the uses permitted with conditions, it says a school is permitted as a condition. Can you explain the difference of a school and a daycare center. You could have a pre-school there based off of permitted conditions, but a daycare center is the reason we're doing the Highway Commercial zoning, is that correct.

Mr. Priest said that's correct.

Commissioner Hines said what throws it into a school category per our ordinance. Why is daycare not considered a school.

Mr. Priest said there is a complete separation between daycare center and school, but the ordinance doesn't give a definition for a pre-school. Staff has had to go through and do research on the internet to find out what's the difference and how are they different. Going through the research in trying to understand the difference, there's a few things that were highlighted in the Staff Report that just kind of focuses on a few things. One, pre-schools have some type of educational curriculum that they focus on and daycare is more about supervision. Two, and probably the biggest difference, is educational facilities and schools don't operate after business hours in most situations. They release usually around the midafternoon time and the peak hour traffic in the evening is not applicable. In this application the daycare center would be 6:30 a.m. to 6:30 p.m., so that's a supervision type timeline there. The third difference is usually very young children, 6 weeks or so, are not accepted in pre-schools, but in daycares very young infants usually are. Looking at the application and looking at what's before us, staff made the determination that what was being proposed is a daycare center and daycare centers in the ordinance are not allowed in residential and very specific zones are permitted.

Commissioner Hines said so an applicant could come in and put a charter school here.....I know it's five acres, but they could do a two-story charter school, 200 kids – but that would be a use permitted by right.

Mr. Priest said that's correct, under GR.

Commissioner Hines said regarding the 2040 Plan, it talked about infill development. Let's just for a second say that this project goes away. Based off the 2040 Plan, I think you said our plan calls for an infill development – apartments, townhouses, things like that. Is that correct, based off our 2040 plan.

Mr. Priest said under the current zoning, apartments wouldn't be permitted. The residential density would be limited to 20,000 sq. ft. lots so in order to go any denser than that it would need a rezoning.

Commissioner Hines said which would be more likely to TR zoning, Neighborhood Residential zoning, something similar.

Mr. Priest said if it was an apartment complex or one building one lot type of thing, it would be NR.

Commissioner Hines said with that being said that the 2040 Plan encourages infill development, what does that do to buffers in residential upon residential. Will they have any buffers like this project has buffers.

Mr. Priest said if it's not a subdivision, you would not have buffers. If it was a subdivision, they subdivided it, I believe the requirement is 20' buffers along the perimeter.

Commissioner Hines said how did the Town end up with that small piece of property right there on the edge.

Mr. Priest said that was the piece of property that was acquired in expectation of a traffic signal. Before NCDOT went to the superstreet design, it was thought that street there at that location would be able to house a full access intersection and so the lot was purchased to put all the utilities needed for that traffic signal. But after it was purchased, the plan changed.

Commissioner Phillips said who maintains the streets in Cambridge Grove and who owns them.

Mr. Priest said they are Town streets.

Commissioner Bales said it is my understanding and I wish I had my big fat binder sitting here with me today with the Zoning Ordinance, but it's my understanding in regards to General Residential, the verbiage in there states that any new development that's sitting in General Residential must be rezoned. I'm paraphrasing because I don't have it in front of me, but that was effective in 96, so if somebody wanted to come in and develop on General Residential, it's my understanding it would have to be rezoned to bring it up to current standard. If that is true and I can sit back and wait and let staff answer that, but if that is true if this.....the presentation showed infill housing can you describe to me what that infill housing looks like.

Mr. Priest said on the first question, I would have to ask Jack on that because I am not familiar with that stipulation.

Commissioner Bales said I had to highlight it in my book because I stumbled on it.

Mr. Priest said let me skip ahead to the second part. Infill residential could take many forms. In the Staff Report I think the recommendation was medium density. If you've got single-family again context sensitive design, if you've got single-family residential surrounding it, then density that was too high would also not be in character with the existing development. You would have perhaps maybe a small area of townhomes with single-family mix or the 2040 Plan talked a lot about the missing middle, some of those things like duplexes, triplexes, quadruplexes, that are not really done too much anymore and encouraging those type of uses. A mixture of that with some single-family seemed very appropriate as far as infill residential, especially being so close to services and employment and transit as recommended by the 2040 Plan.

Commissioner Bales said if it were to be rezoned Neighborhood Residential, a small apartment building as well.

Mr. Priest said if it was rezoned by right, if we just changed the color to deep yellow, yes. Someone would have the ability to come in and do one apartment building three stories tall.

Commissioner Bales said I only know this because I'm facing that myself in my own little neighborhood and seeing something similar going up. I'm just wanting to make sure that a lot of times when we say Neighborhood Residential, no one thinks apartments. They think single-family homes and that is not necessarily the case.

Mr. Priest said that's correct. It could be a combination thereof with other things as well.

Commissioner Munger said was there anything recommended by the TIA that was not already recommended by NCDOT in terms of changes.

Mr. Priest said Stephen Trott said no.

Commissioner Munger said you had mentioned something about the size of this particular facility. Can you share with us any example of a similar daycare facility within Huntersville.

Mr. Priest said there are several daycare facilities in front of what used to be the Earthfare and those building sizes are around 8,000 to 12,000 sq. ft.

Commissioner Munger said I'm trying to picture it, it's on the side with Earthfare or across the street from Earthfare.

Mr. Priest said it's in front of Earthfare to the right. One is on Boren and two others are on the left.

Commissioner Munger said so kind of in the middle of other commercial facilities.

Mr. Priest said yes – commercial buildings and offices.

Commissioner Munger said the last question I have, do we have any sort of recourse to pursue remedies from developers who left behind the types of storm water drainage issues we have here and we've seen in other locations or is that more something that the individual homeowner would have to pursue.

Emily Sloop, Town Attorney, said Brad and I discussed briefly prior to the meeting the fact that the storm water control regulations have really become more stringent over time. Previously there were not as stringent regulations in which case, let's say there wasn't a regulation in place, we don't necessarily have any recourse because there wouldn't have been an applicable regulation. There is a section of 160D and it's 160D-925 which does allow for a local government to enforce storm water regulations, so what it really boils down to is what we have in our regulations and what was applicable at the time of the development, so we would have to look and see what the conditions were at that specific development period.

Commissioner Hines said do we currently have a storm water project working there or is it approved.

Kevin Fox, Director of Public Works, said there's currently a storm water project in the design phase that would be downstream of this parcel.

Commissioner Hines said so it would not impact this.

Mr. Fox said no, they would be held to the current storm water regulations, so their design would have to meet the current criteria and we would not see any negative impact to the project that we are proposing.

Kyshia Lineberger said I'm the owner of Huntersville Community Pre-school at the proposed site on Sam Furr Road that we are talking about tonight. What we are talking about is a 16,000 sq. ft. building. I owned a Goddard School previously and that site is about 8,500 sq. ft. for Goddard School. Primrose is about 10,000 sq. ft. Kids R Kids are usually around 12,000 sq. ft. and I believe there is a Leaf Spring being built over near Cowboys Restaurant and that's probably about this size.

What makes our school a little bit different is it's an owner onsite concept. I have owned pre-schools and daycares for 20 years and put all of the information that I've learned, years of experience, into this one building design which has actually been built three times already. This is the fourth time this particular building will be built. The reason it is a little bit bigger is we have a sensory tactile room for our pre-toddlers. We have an activity room for older kids. We also have a full-service chef kitchen. A degreed chef works in the kitchen along with the chef assistant. All our meals are homemade fresh everyday onsite. Also, 75 percent of our lead staff are degreed staff and our administrative staff are also degreed staff. It's why I like to call it a pre-school and not a daycare. Truthfully, pre-schools usually are lesser hours, big schools are less hours, but also with big schools there's before school drop-off care and afterschool drop-off care, so a lot of times those hours do shift your typical working parent hours and our school is slated to be 7 a.m. until 6:30 p.m. for those full hours and parents are allowed to drop-off and pick-up anytime within those hours. There is typically somewhat of a morning rush and afternoon rush, but there's no set time for the children and parents to arrive and to depart. Also, a lot of our families are at least two children families, if not three children families. Twenty-five of those children are slated to be after schoolers. Another twenty-five are slated to be half-day pre-k, so all of those bring those numbers down. Of the 50 staff, 35 are slated to be full-time and 15 are slated to be part-time. And those staff also cross each other, so there's never 50 staff on site at the same time. The same with the children. Typically, you also have at least 10 percent of the children that are absent on any given day. Parents pay for full-time, but they use and come whatever hours that work for them.

We do have high quality educational curriculum. All the schools that I have owned in the past have always been 5-star pre-schools, which is the highest level of North Carolina state star standards. I want to thank the neighbors for being here today. I've actually had a really good time getting to know the neighbors. I enjoy them very much. What makes this property very special to me and the reason I have stuck with this property for so long is that it's on Sam Furr – you have wonderful road frontage, but it's nestled in the property with neighborhoods on three sides and truly a pre-school development and what you will see across the nation in successful developments are daycares and pre-schools down in neighborhoods serving the neighborhoods. It's a concept that does work and this property is a nice way to do that. Also, the Huntersville town has my heart. It fits this model of high-quality educational pre-school.

Our demographic is typically a two parent working household, both parents working outside the home, so they pay a little bit more for a higher quality service because they want to know their children are safe, healthy, happy and learning all at the same time. I wouldn't provide anything less than that. While it's a larger size school model, it's also a successful model. It's a very expensive model. I couldn't see the square footage coming down to support the property purchase and the level of curriculum education and staff that we provide. We do also have our engineer here for site planning.

Commissioner Phillips said I was curious if you guys will be offering scholarship programs potentially, especially for like working parents, single parents, low income parents.

Ms. Lineberger said good to hear you say that. We do have some state subsidized spaces, especially for our teacher staff and that is something else we do is most all of our staff are local moms in the area and of our staff in the past I have always granted their children access to the school for free if they were teachers at the school. It allows them to be with their children. And then I also do allow scholarship opportunities usually for parents of my school that have hardship situations. I have had parents diagnosed with cancer, I have had military families that have attended for free throughout treatment or while they were getting education for military.

Commissioner Phillips said I was wondering what your age group breakdown percentagewise is as far as how the school would be structured.

Ms. Lineberger said there are two infant rooms. Most all of our infants start at 3 months. I prefer not to enroll 6- week old infants because they aren't quite settled in yet, so usually it's 3 months to 12 months is an age group. Then we have a pre-toddler age group, toddler age group, 3-year old age group, 4-5 year old age group. And I don't specialize in afterschool care. The afterschool spaces I have are siblings of children already involved. It's kind of a benefit for the parents to pick up at one place.

Commissioner Phillips said could you give examples of the programs or the curriculum that you do.

Ms. Lineberger said the chef kitchen is a big deal for a lot of our parents. When you look at tiers of food that food industries sell, you have high quality restaurants, regular restaurants, then you have schools and retirement communities are the bottom of the food chain. We do not do any food service. We pick up all our food. We try to get a lot of locally sourced food for our parents, so the chef kitchen is very important. Also, all extracurricular activities are included in the tuition. We don't nickel and dime the parents and another thing that's important for me is that all children in that age group experience whether it's Soccer Shots, Mister Music and Robotics, all the kids in that age group take that class. It's not just "the kids or the parents who pay for that class." And then we do use state approved curriculum planning.

Commissioner Bales said you said there's a tactile room.

Ms. Lineberger said sensory tactile room and that's strictly for pre-toddlers. Infants are really too young to be in there and the toddlers tear it up. But what that is it's a room that the pre-toddlers, which is 12 months to 24 months. They go in that room, there's ball pits, there's things on the wall for them to move, there's lights, there's textures, sensory types of things, so the education starts from the infant room all the way through pre-k and that's what we do special. We work on maintaining and keeping our parents so that we work with those children all the way through the program.

Commissioner Bales said you stated that the curriculum that you do use is state approved.

Ms. Lineberger said it is. In fact, in order to be a North Carolina 5-star pre-school you have to use state approved curriculum.

Commissioner Bales said where would you get that curriculum

Ms. Lineberger said we usually order it through Kaplan. Creative Curriculum is the one that I've used in the past.

Commissioner Bales said I imagine that you looked at our community well and the demographics. I have spoken with a number of parents who have stated how challenging it is to find access to quality daycare. Did you find that to be true here in our community.

Ms. Lineberger said it's funny you say that. I've already had parents call me from the community wanting to go on a list. I don't know how they got my name. I don't know how they got my number, but they have already called me, tracked me down, wanting to get on a list.

Commissioner Bales said I think one of the last questions that I'm going to have for you is to talk a little bit about the buffer, because it looks like a couple of the asks and I don't know if this question is for you.

Ms. Lineberger said this is Jay Henson from Henson Foley, he's our project engineer.

Commissioner Bales said you are asking for the waiver but is there the ability in here to widen that buffer in any way, shape or form.

Jay Henson said we actually looked at a couple of options. You can tell how the site gets wider towards the back. The driveway really put that restriction there so we tried to look at how can we position the building to be the least impactful to some of the neighbors, so one option we could push it back, but it would probably take like 80' to move it back and it puts the parking lot and then the storm water pond, etc. near the back of the site and it didn't seem to make sense to do that. Another option we looked at, can we trim off the building, but then you would have to displace it to the back some and that would shift it back a little bit more. The thought was on Cambridge Grove there's about a 6' or 7' berm that rises up towards the site and it's heavily landscaped and then it drops back down so the building sits down lower. You can see there where we sort of highlighted some of the buffer and took some.....there's some of the street view shots, so the site is going to be buffered with 100' or 140' of vegetation there anyway with that open space, but as far as can we try to add something, can we do a fence, what would make sense there.....we certainly could try to do something. I really would hate to push the building back further though.

Commissioner Bales said I used to live in Hampton Ridge.....built a house in Hampton Ridge 21 years ago. I'm very familiar with this lot and I have to tell you one of the concerns that I've always had with this lot is that someone would want to come in and put some one-story, two or three-story apartment building in there and I don't feel like that's the right use. If there's a way for us to make this work and make sure that the storm water issues are being addressed, I think it has the potential to be a good project for our community.

Mr. Henson said on the storm water note there, just to give you a quick little synopsis of what we did, I've gone out there probably three times. I've met with neighbors. I've looked at from where the site begins down to the existing town culvert. We've talked. We've looked at patterns in the yard to see if there were any erosion problems. We even met with a couple of the adjacent neighbors and they said is there any way you could shift the pond over to the left if you are looking at the screen to be further away from some of the neighbors and we were able to accommodate that and we also decided to really go above and beyond the ordinance. Our ordinance requires a 10-year storm to be captured and

released at that rate, so we've gone up to a 25-year storm which is not typical for a lot of projects like that.

Commissioner Hines said we've received a lot of e-mails, a lot of conversation about traffic. One of the images we showed earlier was potential cut-through going through Cambridge Grove, going through the neighborhood, come back around. On the Staff Report, alternate option showed a connection through Cambridge Grove Drive. Have you all had conversations with the Cambridge Grove HOA regarding that connection.

Mr. Henson said that's correct and we had responded back to staff with the contact. But Matt Montgomery who is associated with the developer and the property owner reached out to see if we could get a driveway off Cambridge Grove. Honestly, that would make a lot of the issues or concerns minimized. It would take that driveway that has to go through the front out and it would be able to come out to the side. It would give that extra point of access, but that's as far as we've taken it.

Commissioner Hines said did Cambridge Grove have a response.

Mr. Henson said at this point the answer was that they were not interested in pursuing that.

Commissioner Hines said kind of like Commissioner Bales I used to live in Hampton Ridge years ago and this property has always been a topic of conversation – what happens with it. And I wish there would be some type of connection, regardless of who the applicant is, through Cambridge Grove. It would alleviate a lot of traffic regardless of what the use is to have some type of connection.

Commissioner Munger said you had mentioned that this particular building had been built three times prior. It sounded like maybe not as big, but can you tell me where.

Ms. Lineberger said it's the exact same building plan built in Tega Cay first, then Steele Creek and over in Ballantyne. It was originally called Tega Cay Children's Academy. I had sold a copy of the business model and they have duplicated that three times. They have since changed the name to Oakcrest Preparatory Academy. You can go online and see the full interior.

Commissioner Munger said just to ease my imagination, there's a piece of land right there that kind of cuts in at the front there. Two things about it – my understanding is that it's owned by the Town of Huntersville and you actually will be gaining access to some of that for the access lane, the right lane, is that correct.

Mr. Henson said you are correct. The TIA recommendation was to extend that right-turn lane so it would encroach into there and we would need an easement through there.

Commissioner Munger said if you had the entire parcel hypothetically, would that change the configuration of anything there.

Mr. Henson said that's a good question. You can see how it sort of narrows down a little bit and that was our goal was to try to get this all the way up to the road, but we couldn't get it. It would help to have the parcel. I think we could get a little bit closer. It would keep it away from the rear of the project more. The buffer would probably not change much.

Commissioner Boone said you mentioned the traffic and making the u-turns and everything like that for cars. You also mentioned that you will be bringing all your food deliveries and solid waste, how are you going to handle that and about what time do you think that's going to happen.

Ms. Lineberger said the solid waste would be our dumpster disposal, which at my other school which was really about the same size, was once a week and we had that done at off times or evening times, totally non-traffic because it's hard for them to get around the cars and what not. We don't have a food delivery service. Our staff does that and picks that up in their vans.

Commissioner Boone said I guess my concern is if it's 6:30 a.m. and you have a solid waste dumpster guy backing up, those people around there are definitely going to hear it.

Ms. Lineberger said if there are concerns, we can schedule that at our convenience and at the neighbors' convenience. Another key factor is this is an owner onsite school. I am at the school all day every day, this is my job. It's not a corporate daycare, it's not a franchise, so I can work with the neighbors. I can work with the Town and address those concerns personally.

Commissioner Boone said are you at liberty to tell me how much the tuition would be at this facility.

Ms. Lineberger said infants are usually right around \$1,200 to \$1,300 a month and pre-k is \$1,000. It's right around the same as Goddard School, Primrose cost and I think there's a Learning Experience right down the road. It's comparable in the fees.

Tracie Dawson, 17020 Stinson Avenue, said I am a resident of Cambridge Grove. I just heard about this project and I want you to know that I'm very opposed to this rezoning request. First of all, the traffic is the biggest concern that we have. I know that there are going to be plans to try to avoid the design of cutting through Cambridge Grove to allow people to turn east on 73 or to just get back out, but I can promise you no matter what you do, it's going to happen. We have too many kids and families that walk these streets, ride their bikes on it, we have bus stops right there at the corner of Glencrest and Cambridge Grove. It's going to be a problem. We have issues with our own residents blowing through the four-way stop. When you add parents who are going through just to drop-off kids or to turn around or to get into something, it's going to increase. We have a huge concern on that alone. I love the idea of what she has to offer with childcare and everything, but I can tell you based on those rates, living in that neighborhood, I wouldn't be able to afford it. I'm a stay at home mom. I have not worked in 16 years because it's too much money to pay for childcare when you have more than one kid. You basically start paying to work. This is already priced out of my range. Another issue is of course the traffic. We don't know what this is going to do to 73. We have a huge athletic complex that's getting ready to open up off of Old Statesville. We don't know yet what that traffic is going to do to 73, and 73 is already very difficult to get out of on regular hours, just coming right out of Cambridge Grove. If we add this on top of whatever the athletic complex brings, we are going to have more issues. A lot of that is based on this superhighway style that was constructed where there's only right turns and then you have to go down and do u-turns. That is problematic enough. But if you add this business it's going to make it worse. I can promise you that. I love the idea of this childcare center, it just needs to be somewhere else. This was zoned for residential. We would respectfully ask that you keep it as such. I'm sure some of my neighbors are going to speak about the concerns with the storm water management and things like that. We have people with serious problems that is only going to be exasperated by this project. I just want you to know that we feel very strongly against it.

Beryl Jackson, 10422 Friarsgate Road, said I am a Board member of the HOA. I'm a former Planning Board member and I love Huntersville. I want to speak to you about zoning. Merriam Webster considers spot zoning to be a small parcel of land within the limits of another zone that is illegal when not done in accordance with a comprehensive plan. I am very proud to say that Huntersville has two comprehensive plans. Therefore, it would not bother me any to know that you are going to meet this requirement, however, sometimes even when you have a comprehensive plan, if the zoning is done in an arbitrary way or discriminatory way then that is not always good for the neighbors and sometimes it has been litigated across North Carolina, so I wanted to bring that to your attention that this looks like spot zoning to us. North Carolina also has a statute on spot zoning. It's Statute 160A-383. Again, it talks about making sure that your decision for zoning is in accord with your comprehensive community plan. As the neighbors found out about this project, Cambridge Grove, Hampton Ridge and the Hamptons formed a task force so we could study the plan and study all of the ramifications for all of our neighborhoods and we did surveys of all of our residents as well. An overwhelmingly majority of our neighbors do not want it rezoned. We asked them, we didn't just arbitrarily decide we didn't want it and we were going to stop it. We asked the neighbors and once the neighbors told us what they wanted, then we studied the plan and the issues that they raised when we did our survey. We have with a fine tooth comb gone through the 2030 Plan and the 2040 Plan since they are both in effect right now and the 2040 Plan in particular indicates on Page 68 Land Use Item No. 11 that you will protect existing housing stock by using planning tools that will safeguard them from potentially negative impacts of development and redevelopment. There's a cluster of 872 single-family homes that surround this parcel. Research conducted by our communities say they are not in favor of it not because it's a daycare but because of where it's located. They could enjoy a daycare of this quality in the community, but just not in that location.

Richard Colven, 16509 Rudyard Lane, said I live in the Hamptons community and it's a community that we are trying to preserve the character of. We conducted a survey of the Hamptons residents and 89 percent of them were in opposition to this rezoning. That's a lot of people. Some of them are a little bit more opposed than others and did some legal research and brought it to my attention and I thought I might share it with you about multiple precedent setting litigations across North Carolina where towns have tried to support developers when they go on with projects that really ruin the character of neighborhoods and courts have ruled against, as Beryl said, a scattered pattern of land use designation. One such case I'll tell you about is *Blades vs the City of Raleigh*. This was just about rezoning a 5-acre plot that was zoned as single-family Hamlet housing into multi-family housing in order to allow for the construction of just 20 townhouses, not even an apartment building. The court found that no reason was offered for treating this property differently and that the character of the existing neighborhood would be greatly harmed as a result. That's my message to you here tonight. The character of our neighborhoods – Cambridge Grove, Hampton Ridge and the Hamptons would be greatly damaged by the location of this fine facility in this location. Think about that case. That was 20 townhomes, maybe 20 or 40 vehicles a day. Now we are going to get into a little more depth on the transportation later, but this project proposes at least 310 car trips per day most of which would be during the peak commuting times in that neighborhood when school buses are coming in, people are trying to get out to get to work and traffic is going down Sam Furr Road as it normally does. I'd ask you is this zoning request really going to preserve or destroy the character of the neighborhood. If you are looking at me saying well how else would you use this project, what else would you have there, given that we have single-family housing at the moment, I would recommend that we put single-family homes there. It's a residential area. We ask you to keep it residential.

Mary Colven, 16509 Rudyard Lane, said we've lived there almost 10 years. I have two concerns to review with you today. One is safety, the other is traffic congestion. With regards to safety, this project

has a little bit of a sense of a déjà vu for some of the residents in Cambridge Grove and Hampton Ridge communities who raised bus stop safety concerns over 14 years ago based on their experiences living and driving in these neighborhoods. A child actually died before we could convince the Town and CMS to move the original bus routes from Highway 73 into the neighborhoods. Today we urge do not rezone this property which would introduce more traffic in the immediate vicinity. Not allowing rezoning of this property would support the 2040 Town Plan, Page 100 – zero fatalities and zero serious injuries. A TIA was completed but it did not take into consideration CMS school buses transporting our kids to and from school during peak hours Monday through Friday starting as early at 6:30 in the morning, usually concluding around 9 a.m., again starting in the afternoon as early as 2:15 p.m. and concluding around 4:30 p.m. - 5:00 p.m. According to the CMS Director of Transportation Logistical Runs, he gave me the information that there are 58 bus runs on a daily basis immediately in front of the property we are talking about. Bus runs in the nearby neighborhoods also include 20 in Cambridge Grove interior, 19 in Hampton Crossing, 15 in Knoxwood and 22 in the Hamptons. Additional traffic of 786 trips which were cited in the TIA from the proposed daycare client perhaps in a rush to pick-up or drop-off their children, poses a risk for children waiting at bus stops and could cause delays in buses and school tardiness. This rezoning request decreases the safety of transporting our children to and from school. My second point is traffic congestion. In the first community survey of the Town of Huntersville 2040 Plan, 63 percent of the respondents said traffic and congestion is the top priority for Huntersville moving forward. Along the same lines exactly, our three neighborhood surveys cited traffic as the major concern for this project. There was a Traffic Impact Analysis completed, but as Mr. Priest said earlier it focused only on signaled intersections. It did not include four significant streets intersecting with Highway 73. Keep in mind our three neighborhoods combined have 880 residences. It is hard to grasp the density of the traffic complexities of this short section of road unless you live there and drive it daily or encourage your teenagers to drive it safely every day, especially during peak hours which would coincide with the daycare center. It is only 158 yards, 1-1/2 football fields or 470'. Within that timeframe, that distance, three major neighborhood roads, three u-turn storage lanes and sidewalks would be impacted. I'm now going to turn the next section of our traffic safety analysis that the neighborhood did over to our retired engineer Randolph Peacock who will further address our concerns about the traffic impact analysis.

Randolph Peacock, 17209 Cambridge Grove Drive, said I serve on the Cambridge Grove HOA Board and I'm pleased to say that we have multiple neighbors that are with us tonight showing their support for expressing the concerns that we have. We recently sent a letter to the Town of Huntersville basically summarizing safety concerns that we have and in turn asked that a safety evaluation be performed, a supplemental TIA. Part of our concern is the TIA as we understand it was a capacity study by and large looking at the efficiency of the traffic as opposed to specifically the safety, so there are TIA's that do focus on safety. My background comes from powerplant licensing, so safety is near and dear to my heart and I would recommend that we do the same thing here, just good engineering practice with respect to the safety concerns. We've talked about the cut-through traffic. It is a concern. There are bus stops, neighborhood playground, pools and so forth there and people do speed. They do run the stop signs. We appreciate what Huntersville Police does, but they can't be there all the time. One of the biggest concerns we have is the Hampton Crossing intersection basically limits the right-turn lane that they can have into the day care. DOT recommended that it be 125', but because of Hampton Crossing, it can only be 75', so it is not as safe as what DOT would recommend, so that's a risk. The traffic squeezes in there.....people try to squeeze in while people are trying to turn right out of Hampton Ridge and that's a safety concern. Also, people that are turning out of the daycare, there's limited line of sight. The sight distance profile as I understand it is very close to being out of compliance and subsequently a question was raised by our Traffic Engineer about whether or not the data that was used was accurate data and he recommended that a survey be performed to ensure that it is the most accurate data because that could be a show stopper with respect to DOT. With that right-turn lane as

well as the sight distance profile we would encourage that the DOT go ahead and look at this driveway permit as a condition. If we evaluate this before a rezoning decision is made as opposed to just letting that happen after the fact, it's just too critical to this decision. We also have concerns that the daycare driveway cuts the Cambridge Grove right-turn lane from about 210' down to about 125'. Again, it's the same thing – traffic squeezing in as well as the potential for people leaving the daycare using the Cambridge Grove right-lane as a merge lane which could add a lot of confusion to the area and increase the risk of accidents. There's also the problem with turning right out of Cambridge Grove. Right now, it's a situation where you don't know if someone is going to make a left-turn or a u-turn. We call it kind of the Russian roulette trying to figure out if you can go or not and at rush hour there have been a couple of times with some really close conditions there and so this is only going to get worse and that was one of my original concerns about the daycare.

John Bryan, 16813 Hampton Crossing, referenced pictures he submitted to the Board of the Ballantyne site. *Refer to Exhibit No. 12.* I'm just going to read something since we have three minutes. We were provided locations of three sample sites of other like daycare projects so that we could get a feel for what this project would really look like, so we checked them out. I refer to them as the Tega Cay, Steele Creek and Ballantyne sites. Important note, people associated with this proposed project indicate they are not affiliated with these three sites. Keesha Lineberger indicated she provided the building design only. The sites are owned by various LLC's and we have not confirmed this claim but will take her at her word. On November 12, 2020 we had a good rain going so I rode by the three sites to get a look and oh boy did that get my attention. Observation that day suggested the storm water run-off systems were flooding the neighboring properties at all three sites. Tega Cay and Steele Creek border commercial and undeveloped land so we suspect there's no one who would complain about it. On Steele Creek, even on non-rain days, water in the pond is present and stagnant. It appears that a third party is hired to maintain the basin and it resembles what I'd say a swamp. Last, most resembling our project, was the Ballantyne site, since it's adjacent to residential homes. The rain was heavy and the retention pond was full of water, but not overflowing. I think that's an important thing to point out. It was draining a river of water on neighboring homes to the point of flood. Homes are being damaged, just look at the pictures. I think they speak for themselves. One might argue well this is a once in a lifetime event. This rain day did break a record, but the record preceding was only two years earlier. As a matter of fact, since the project was on our radar, six weather records according to National Weather Service have been set in the past few months during our research in this area. Someone else might say John, go look at some retention ponds in your area, they aren't so bad. Well I did. I checked out retention ponds in a 5-mile radius area of my home. All that I checked were all connected to the storm water drain system, so why are these not. How can we expect a better result with the same design. He proposes to make it better and we do appreciate that, but that wasn't the problem in those photos. The problem was the amount of water it was releasing, the rate of water was releasing. In closing I would say we are not against this daycare project, we just don't think it's appropriate for this particular piece of property just because of its unique attributes regarding traffic and we are on a pretty good hill.

Dacian Mote, 17210 Cambridge Grove, said I have lived in Cambridge Grove for the last 5 years. I'm also a member of the HOA Board. I also have three girls with three different buses going to three different schools. That's the reason I moved there. I know we did the survey in Cambridge Grove and Hampton Ridge when first we heard about it and 80 percent came against rezoning it. The main concern was traffic. Another concern was the buffer, the noise it would bring. There are people in the neighborhood that live close to AAA and all the other commercial properties. Even today they promised a 60' buffer and we still hear all the noise every morning and they said the property value went down because of that. People living behind this, they have the same fear that the property value is going to go down because of what is going on in their backyard. Another main concern is the traffic. Even the people that

go into Caldwell Station and they go on Cambridge Grove, so they are cutting through Cambridge Grove. If you are awake in the morning for the bus with the kids you will see the kids running like 7:00 a.m., 6:30 a.m., 8:00 a.m., doesn't matter because they are different schools. The kids are running wild and the people are rushing through that stop sign in front of the pool. Cambridge Grove does not have any other place where the people can go – green space. The only spot is just behind this daycare. Going from Cambridge Grove, going right on Glencrest, that's the only spot where the kids are playing, riding their bikes, that's where they gather, so when you have increasing that amount of traffic, that's a big concern.

Alice Blanchard, 16904 Taft Court, said I love children, as I know most of us here do. I am here to tell you that the number of school buses that use that intersection at Sam Furr and Cambridge Grove is tremendous. I think you just have to be at the stop sign there about 7:30 a.m. in the morning to realize how many children are pouring out of the homes to get to the school buses in a hurry and they are running and carrying on because they've got business to do. There's just too many children there to think about adding more traffic and cut-throughs and you know parents that are dropping kids off in a hurry. I would just like to mention that in the summertime the children play all over the place and it's a wonderful neighborhood for children. Bicycles, moms pushing strollers, kids playing games, it would just degenerate the quality of the neighborhood that we see every day. I moved here 10 years ago. I like this area. I moved here because of that neighborhood and I'd really like to see that it is maintained. I think a daycare center is a wonderful thing, too. There are better places to choose.

Debbie Starnes, 13724 Batemans Road, was not present when called upon to speak.

James Gwaltney, 10102 Grimbsy Court, said I have children and I am against this development purely because of the location. It's just not right for this particular development. I don't know about you, but I live with commercial real estate in my backyard. The things that I really don't enjoy are the fact that I have loud noises at 6:00 a.m. in the morning and wakes my pregnant wife, it wakes my dogs, it wakes my daughter, my day gets started an hour early. It's not fun. At night we have headlights in our living room. We do not enjoy that while we are watching Game of Thrones, not to mention the fact that cars, these performance cars, they use these parking lots for revving their engines, testing out their tires. They do it in the middle of the night in my backyard. I hear it clearly and it wakes my daughter up. It does not prove to be a very conducive environment for my family. Not to mention the fact that I'm exposed in my backyard because I have commercial real estate. If I were to get robbed, that would be an ideal opportunity. Park the car behind the house, break in the backside, go out the backside. It's not good. Traffic – if you'll look at the picture that's actually on the TV, 100 cars try to u-turn right there in the bottom left-hand corner. If you look at that driveway on the right-hand side, what you don't see is you can't turn left into the Hamptons, so you have to turn around or you have to go through our neighborhood and loop back. We already have all the traffic from 73. All 800 residents in that neighborhood have to make that left-hand turn right there. It's on a hill that you can't see where the Hampton Ridge street is.....there's a peak of a hill right there, so when you turn to go right, you have to look up the hill into the sun. That's not fun either, and then you are going to have kids right there. That's ridiculous. The safety concerns are out of whack, not to mention the fact right behind this facility is all of our HOA. That's our tennis courts, our pool, everything else. How are we going to prevent abuse of that particular street and all of our facilities back there. We have playgrounds, we have stuff that my daughter plays on, it's going to wear it out early because I'm sure that when parents don't arrive on time, they are going to walk right down there and go down to our playground. I'm not against sharing, but somebody's got to pay for it. Just to be clear, I have children. I would not send them there and I don't think that location is a good idea for this particular community. I think that it's grossly underestimated just how impactful that particular facility is going to be for our neighborhood.

Carolyn Konieczny, 10113 Truitt Court, said I've been in Cambridge Grove for 26 years. I raised three children there. Right where they are talking about doing the little cut-through, that would be on mine. No, I have not met anybody that's doing it, nor have they been to my house, nor did they say anything, nor from Planning commission. As far as the noise goes, when they put AAA over there, we begged you all not to. Oh, we've got it. We've got it in hand. No, you don't. It starts at 5:30 in the morning and when they pick up the garbage and stuff, it's big clangs and everything. That's just the noise. The other thing I noticed was the need. When Sonya Curry developed the daycare and Montessori school, my daughter was going to it and it's on 33 acres. I can tell you I just Googled and there are 15 daycares within three miles of my home. There are 11 Montessori schools in addition to the 15 daycares. In this particular area we already have a lot of daycares. Traffic is a big thing. They built Amazon on the other end and 73 is the only cut-through from 85 to 77. It is only going to get worse. There have not been any studies because of Covid in at least almost 2 years and that's when they built Amazon and everything there. You have the 18 wheelers that come across because there are several trucking firms and delivery firms that are on the other end of that cut through. That is why Ryan died. The child had a name. his name was Ryan. He was my son's best friend. There were over 15 kids at that bus stop the morning that he was crushed by pipes that everybody told us, oh that bus stop is just fine. Please don't do that, you are going to kill a kid. Oh no, we've got this, trust us. We did. Ryan died. He would be 37 years old this year. He didn't make it. He died at 12. I've mentioned the noise.....the buffer area. I would like to know how I can request an increase in the buffer areas for this particular property, because instead of 25' I would like for it to be 30' or 35'. The limited zoning, it doesn't say on there that it is only limited to daycare and that if it changes from daycare then it reverts to residential. I would like for that to be stipulated, because from what I've seen of these, they get it in and it's for the children. Any time a politician tells me anything is for the children, I automatically know I don't trust them. If they are putting this in for the children, I want it in writing so that it doesn't get flipped. In her presentation she's already talking it's a school, it's not an infant care site. It is a school. You are going to have children that are going to slide out of somebody's hand at some point and they are either going to end up in the middle of 73 crushed by a truck or they are going to end up in Cambridge Grove getting in the street or that back area. Our subdivision is already a cut through. That's how it was designed, because anybody coming up has to turn around. They turn around in that little loop right there.

Sandy Dinzeo, 10021 Glencrest Drive, said I am a professional engineer by trade. I began just reviewing the codes tonight. I'd like to say that I'm confident that Huntersville zoning was intentional. It prevents sprawling and spot zoning to ensure property values are maintained and traffic control and traffic calming measures are accomplished. I urge the Board to respect the zoning as it was designed. To start I have a few points I'd like to make. As I was reviewing HC, it states that Highway Commercial District will not only serve the Huntersville community, but interstate travelers as well. Policy LU-6.3 that the engineer brought up this evening, he talked about small scale developments. Those are to be neighborhood serving, not to be interstate travelers serving, so there's a clear conflict there between HC and LU-6.3. As far as storm water management, I'm taking a look at the size of that pond. Think about who's going to maintain that pond when sediment goes into it, who is going to go and make that pond be dug out. Also, I'm not seeing any infiltration. Infiltration is necessary to keep our groundwater table where it needs to be. I don't see best management practices. All I see is a pond there. That is not recommended storm water management, that's a last resort. We need to be more creative. Additionally, the traffic counts that the engineer stated would be done, they must take into consideration Covid. Right now there's many people working at home in that 800 home development so there's going to be less traffic counts or lower numbers in the traffic counts, so please be aware of this when you call the traffic count, there's got to be an adjustment for that. I respectfully disagree that if the staff encourages people to not cut through, then Mr. Brad can support this development. This is not

an engineered solution, having staff at a daycare be expected to tell people don't cut through. It's going to happen. One final thing that I wanted to mention. I know it was stated that we will stipulate that this will always be a daycare. I don't know the legality behind that. As I mentioned, I am a professional engineer. I'm registered in Pennsylvania. I just recently moved into this development and into North Carolina. But what I did see was permitted uses for HC include nightclubs, music clubs, with conditions adult establishments, commercial uses, vehicle and boat repair, halfway houses. There are multiple different things and once you say this is HC, it's going to be harder the next time somebody comes in and says I want to rezone that for a girlie bar. I just want to make you aware that you should be paying attention to those things.

Michaela Powell, 10436 Blackstock Road, said at this point I'm going to reiterate what my fellow neighbors have already said. I am proud to say that in June 2020 I became a first-time homeowner. The primary reason why we chose to buy a home in Hampton Ridge is because of the overall sense of community and how family-oriented and quiet the surrounding neighborhoods are – something that I was never able to witness as a child being raised in New York City. Children, parents and residents walking dogs often frequent the streets which is why I love where I live. I genuinely feel safe. However, unfortunately, with the proposed daycare in place, the community feel will certainly be lessened dramatically through increased cut-through traffic in the neighborhood. Along with the rise in traffic I am concerned about the potential loss of property value by having a commercial daycare so close in proximity along with the heightened noise levels that will be a direct result of having a large 16,000 sq. ft. daycare housing 250 children open until 6:30 p.m. The overall safety character of integrity of our community will be negatively affected by this rezoning and for this reason I am not in favor of it being approved.

Commissioner Hines said connectivity is a big thing. We've always wanted to connect subdivisions to keep cars off major thoroughfares. When I lived on Hampton Trace, there were two barricades at both ends. Caldwell Station was approved, opened up and connected Hampton Ridge, Cambridge Grove to Caldwell Station. One of the concerns I had at the time, I think I may have been on the Planning Board, this is a long time ago, when Caldwell Station was approved, at one point on Bailey Road there was going to be an industrial park or some type of business that Caldwell Station would be connected over to Bailey Road through connectivity. One of the big issues with that is there's a big creek that's called Caldwell Station Creek. Are there any plans whether in Cornelius' TIP to make that connection. We heard tonight a lot of that traffic funnels down through Hampton Ridge, Cambridge Grove. Are there any plans in Cornelius and who's going to put that bridge in to connect Caldwell Station to Bailey Road. For everybody, that would come out about where Eleven Lakes Brewery is.

Mr. Priest said I do not have that information.

Anthony Roberts, Town Manager, said it was eliminated back when I was in Cornelius, probably about 5 years ago. I don't know if they have re-added it back on their CIP. I'm not sure.

Commissioner Hines said it doesn't help our connectivity with our neighbors to the north. Somebody brought up spot zoning. If this were rezoned to this use would this be in your opinion considered spot zoning or not.

Ms. Sloop said this is a conditional rezoning and conditional rezoning technically is spot zoning. It is not illegal in North Carolina, but it still can't be arbitrary and capricious, so when you make your determination regarding a legislative decision you would have to go through a consistency analysis as well as a reasonableness analysis and there are several factors that you would want to consider and one

of those factors is what is the difference between what would be allowed in the proposed rezoning versus what is allowed in the current rezoning and one thing that was brought up is that schools are already allowed in the zoning that is in place as it is. Those are some things that you would look at. You would also look at things like the overall consistency with the plan which we have discussed and I think Brad went over what is consistent, what is inconsistent, what changes could be made to make it more consistent. Those are all things that would be considered in that analysis, so you would really have to look at various factors. Overall it's a totality of the circumstances determination and based on what's currently allowed, the school being one of them, the court would likely favor saying that it's not spot zoning because of the consistency in what is allowed versus what is proposed.

Commissioner Hines said I think the applicant made a comment or referenced that they purchased state approved curriculum for daycare. Earlier on our staff's indication is if you have curriculum for a pre-school then we consider you a school. Why would this type of facility not be considered a school if they are purchasing state approved curriculum.

Mr. Priest said as far as curriculum is concerned, in regard to state requirements for education, I don't think that's the same thing. That's the first I have heard of the curriculum being purchased. In the totality of what's being taught for pre-school in regard to again a 3-month old and the supervisory role that daycares have and the hours, in the totality big picture I think staff would still incline that that's a daycare use as opposed to a school, but it's possible that that one checkbox might be met with an education type curriculum for a certain aspect of children and age group of children, but not others.

Commissioner Boone said I would like to ask Ms. Lineberger a question. Have you seen these photographs?

Ms. Lineberger said I have seen those. That is not my site. Topography is completely different on every property. I did see that, and we actually got together the night of that rain that it poured.

Commissioner Boone said there's three different properties and you are saying all three are not yours.

Ms. Lineberger said I sold a copy of the business model and was not a vested owner in any of those three properties.

Commissioner Boone said so you have nothing to do with each property.

Ms. Lineberger said I don't. The property and topography are completely different on every single property, so that property is completely different than the topography of this property, which the water retention and things of that sort are going to be completely unique to every single property.

Mayor Aneralla said I do have one comment. My understanding by count there are at least three HOA members from the Cambridge Grove here tonight. We have a back room over there so if you have time you can chat together, at least talking instead of just e-mailing might be a good idea.

Mr. Roberts said I wanted to give you some clarity on Commissioner Hines' question. It's in Cornelius' future year CIP, so no timeline on that connection.

Commissioner Phillips said how many apartments could fit legally on that piece of land.

Mr. Priest said as it is currently zoned, no apartments would be permitted under General Residential. If hypothetically it was rezoned to Neighborhood Residential, it would vary depending upon if they could get all the requirements of the ordinance in. I couldn't give an exact answer on how many apartments, but if it was rezoned to NR, going through this process that we are going through right now, they could have a three-story apartment building. How many units, I just don't know at this point.

Commissioner Phillips said I was just wondering the daycare/pre-school, what's a school, is there any way we could get a professional to give an opinion on that instead of everybody assuming. We're going more on feelings than facts and I don't feel like that's appropriate in something like this.

Mr. Priest said the ordinance gives the Planning Department that responsibility to make determinations based on information submitted by the applicants and then making a Zoning Administrator determination between different uses. That was the exercise that was done in that matter and so from what information has been submitted to Staff, the determination was made it was a daycare. We would be happy to further consider that information, but again with the information considered and past circumstances and in going through this exercise several times, it would seem that this was a daycare application.

Commissioner Phillips said but the whole saying a daycare isn't a school situation, it's something I'm uncomfortable with that we are proceeding with right now because if there's a curriculum, to me that's more school based than just dropping your kids off for playtime for the day and a babysitter. If we could find like black and white clarification on that and not opinions. I don't know how we go about doing that, but I feel like that would be helpful.

Ms. Lineberger said any North Carolina 5-star daycare/pre-school must have a state approved curriculum. In order for them to even be considered for the 5-star standards, they have to have a state curriculum. Your better schools Primrose, Goddard are probably 5-stars and probably have a 5-star curriculum.

Commissioner Phillips said have we ever done any other pre-school/daycare zonings here in the past and kind of go based off that like as a case study with the educational aspect.

Mr. Priest said I think going back to the aspect discussed a little bit previously, it sounds like there might be a combination of it. There's a scholastic situation in regard to some students and of a certain age group, but then you also have 3-month year old children that are dropped off and picked up that there is no regulated schedule as far as education begins at a certain time and then they are picked up at a certain time. Parents can come and drop-off and pick-up at any time.

Commissioner Phillips said but they can do that at CMS too. We can continue this later and like get more information, but I just would like to have more information.

Mr. Priest said we can look into that and try to contact the state agencies to get some more clarification on that.

Commissioner Phillips said I would appreciate that because this is setting a precedent potentially for the future.

Commissioner Hines said a couple of comments or questions came up about storm water. In your review, is the BMP or the water quality adequately addressed size-wise and those kinds of things based off of what's in front of us today.

Mr. Priest said I am not an engineer, but the ordinance requirement that Huntersville goes by and has been mentioned a little bit by the applicant.....essentially the storm water that's going to fall on the site the ordinance requirement requires that all that water be caught and released slowly so that the flow of water does not go off the site any faster or much faster than it already does today. The requirement is that one 10-year storm that falls is required to be caught. That's a requirement. And the applicant has gone a little bit above and beyond to say that they are willing to upsize their pond, their sand filter, their water quality device, kind of a retention/detention combination there and they are going to go above and beyond to a 25-year storm to catch a higher volume of water, but again release it at a slow velocity to make sure there's no downstream issues. Our ordinance is in place to require the 10-year. They are going 25. The ordinance is in place to make sure if there is a situation downstream, if there's a problem, that it's not made worse by this application. A certain aspect to point out as well if a residential development comes, whether it's what we discussed single-family residential or perhaps there's the missing middle, the duplexes, etc., if there's a similar amount of impervious proposed, it's the same requirements. It's impervious based. To answer your question, my recommendation is our ordinance that we have in place would be what it needs to be to make sure an existing situation offsite is not made worse.

Commissioner Hines said I'm going to phrase this not to be in a question. I'm guessing that when something like this is constructed, it must be yearly maintained, things like that that. An applicant just doesn't build it and it's just a hole in the ground for the next 30 years – there's ongoing maintenance.

Mr. Priest said that's correct. Every year once a project is finished and it is occupied, a maintenance bond has to be put in for that BMP and every year we have an erosion control and a BMP inspector who goes out and inspects these facilities and if they are not operating correctly, they are required to fix it and so if the operation is not to code, if there's a bad situation, the Town has the ability to pull that bond and make sure things are fixed in the right way. I've been here for several years and I have not heard of a situation where it's been so bad that there's been flooding and so forth. I can't say for sure that there hasn't been, but I have not heard that situation so I'm confidence in the ordinance requirements and our reviewers.

Commissioner Bales said one thing that I heard tonight was the discussion around playgrounds and the use of playgrounds and whether or not the applicant would be utilizing the HOA's playground. Is there a playground onsite.

Ms. Lineberger said I'm actually glad that you addressed that. If you look at the building, there are actually three playgrounds. You have a large playground which is 3 and 4-year old playground, the medium playground is for the 2-year olds, the small playground is infant and pre-toddlers. Also note that when they use the playground it's staggered on the playground times, the classrooms have different times they go on the playground. There's two hours in the morning, two hours in the afternoon. They don't go out on orange or red days in the summer, with the temperature and we have active play space for them inside, so if it's extra cold, extra hot or rainy they have their active play space inside, not outside. Also, our children would not use the HOA playground for any reason. Our playground set-up is about \$200,000 to \$225,000. If anything, I'm more concerned that neighborhood kids might want to try to play on the weekends, but we do have a full security camera set up also which would also help with any doughnuts or things like that in the parking lot on the weekend.

Commissioner Bales said do you know where this is located.

Ms. Lineberger said that I believe is the Ballantyne school. It's now called Oakcrest Preparatory Academy. I think it opened up this past month or so and I have not talked to them. I'm not sure what they did to correct that situation.

Commissioner Bales said but this is in Mecklenburg County.

Ms. Lineberger said it's Mecklenburg County. It's right on the line of Mecklenburg and Lancaster.

Mayor Aneralla said I know we have somebody asking questions. This is not a Q&A time for citizens, but you can submit questions to jpierson@huntersville.org for the next 24 hours or comments for that matter.

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

Petition #TA21-04. Mayor Aneralla called to order public hearing on Petition #TA21-04, a request by the Huntersville Town Board to amend Article 7.4.2F of the Huntersville Zoning Ordinance to create an administrative staff review for tree mitigation plans.

Brad Priest, Principal Planner, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 13.* October of last year the Town Board approved Petition #TA20-01 which clarified the Tree Save Mitigation requirements. At that meeting, the Town Board requested staff take a question to the Huntersville Ordinances Advisory Board whether or not now that the tree save mitigation requirements were clarified, is it really necessary for those tree mitigation requests to go to the Planning Board, could they not just be done administratively. Staff took the question to the Huntersville Ordinances Advisory Board in November 2020. They recommended that yes, with the clarification done, that staff be the sole responsibility of the entity that reviews and approves tree mitigation plans. We came back to the Town Board and the Town Board said yes, please initiate the text amendment application to make that happen. That's what we are doing here. The current process is if a plan is reviewed and mitigation is required, the applicant has to go to the Planning Board. Staff puts in a request to be on the Planning Board agenda and then has to do a Staff Report to assist the Planning Board in making that decision. The proposed process would eliminate that public board process. Staff would review the plan and if it meets all the requirements of the ordinance, then it would simply be approved.

The draft ordinance, in order to make what needs to change, in Article 7.4.2F, Footnote No. 2, it specifically says that if approval by the Planning Board is granted, then mitigation is permitted. The draft language would go in and strike out that sentence on the Planning Board approval is granted as a requirement, and then a simple sentence at the end of that paragraph that says Planning Staff will be responsible for reviewing and approving all tree mitigation plans consistent with the mitigation standards of this section.

Staff recommends approval. The Huntersville Ordinances Advisory Board met on April 1 and unanimously recommended approval as well.

Commissioner Munger said this really is just a clarification question because it came up in the Huntersville Ordinances Advisory Board. The specific thing that this addresses is just a clean-up allowing

taking authority regarding tree mitigation from the Planning Board and giving it to Town staff. None of the rest of the ordinance is changing at all. Everything that needed to be modified was modified in October and passed by this Board, is that correct.

Mr. Priest said that's correct. None of the requirements for tree save are changing, it's strictly process. Instead of going to the Planning Board, it's a staff review process, but the same requirements.

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

Storm Water Service Charge. Mayor Aneralla called to order public hearing on the modification to system cost components of the Storm Water Service Charge and proposed increases to the minor system component of the Storm Water Service Charge to be levied within Huntersville.

Kevin Fox, Director of Public Works, reviewed PowerPoint. *Staff PowerPoint attached hereto as Exhibit No. 14.* We come before you tonight with the public hearing to increase the Town portion of the storm water fees. Currently our residents, even though there's technically a four-tier system, we recognize a two-tier system with Tier I being 0-1,999 sq. ft. and Tier II is 2,000 sq. ft. and above. They currently pay \$1.42 on their water bill every month for Tier I and for Tiers II, III and IV pay \$2.12. Commercial pay about \$36.00 per acre. Once again, this is impervious area – not just the size of your house, but the size of your house, driveway, patio, all that good stuff. We are proposing to increase that. Currently the fee is between 8.4 and 3.1 hundredths of a cent per sq. ft, depending on what tier you are in. We are proposing to take the four-tier approach and actually recognize all four tiers and then commercial, so technically five tiers, and charge a uniform 9/100 of a cent per sq. ft. That's just a lot of information on that slide but that kind of shows where we currently are with other municipalities and unincorporated Mecklenburg County.

Commissioner Hines said when was the last time we raised storm water fees.

Mr. Fox said the Town of Huntersville has never increased the storm water fees since the inception of this program back in 1993.

Commissioner Phillips said when you speak about the imperious area and stuff, does that also apply to bona fide farms.

Mr. Fox said I don't have that information. I do know that there is an exception for folks that live on the lake because their storm water goes right to the lake, so they do have an exception for that. I can get back to you on bona fide farm.

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

OTHER BUSINESS

Storm Water Service Charge. Kevin Fox, Director of Public Works, said I did not speak about it in the last portion of my presentation. If you are interested, this would increase our revenue by about \$200,000 to \$250,000 per year. This is a one-time increase. I know some of the municipalities that are proposing

increases this year, they are going to be 4 or 5 years they are going to look to increase theirs. Our Tier I residents, their bill will increase by \$0.10 per month. Our Tier II residents, their bill will increase by \$0.09 per month. Tier III which is 3,000 to 5,000 sq. ft. of impervious will increase by \$1.19 a month and the Tier IV which is 5,000 sq. ft. and above will increase by \$4 per month.

Commissioner Bales said can you explain to those watching this meeting what the revenue is going to be used for.

Mr. Fox said basically we are seeing an increase in maintenance to our infrastructure needs. We have an aging system that we are seeing increase costs. We are also planning to invest in the environment and take on more stream restoration projects and this additional revenue will assist us to do that and also Mecklenburg County actually plans over the next 4 to 5 years to increase the bill that they send us for our streets and the impervious area controlled by the Town, so this increase will also help to negate the additional expenses that will be incurred by the county.

Commissioner Bales said are you saying that the bill coming from the county is going to increase and the revenues that we will raise through raising the fee will cover that cost in addition to our efforts.

Mr. Fox said for the next several years it will. Over the next 5 years the bill that the county sends us is about \$150,000 per year. That is anticipated to increase to over \$400,00 at the end of the 5-year plan, so what we're increasing now will cover the additional county charge and give us some extra revenue to conduct the projects and fix our system. At the end of that time we'll probably have to come to you again just to cover that county portion.

Commissioner Boone made a motion to approve a resolution authorizing modification to the system cost components of the storm water service charge to be levied in Huntersville.

Commissioner Bales seconded motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 15.

Petition #TA21-02. Petition #TA21-02 is a request to consider the repeal of Chapter 13 of the Town Zoning Ordinance, the Adequate Public Facilities Ordinance (APFO) and related references contained in the Zoning and Subdivision Ordinances.

Dave Hill, Senior Planner, said what I'd like to do is kind of just go over some changes that have been made in the PowerPoint presentation compared to the public hearing that you conducted not too long ago. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 16.*

I think the important thing to think of in terms of the Adequate Public Facilities Ordinance is we have been going after this for more than two years. I think the most significant elements here is that in early March the public hearing was held for the text amendment and then the Planning Board recommended unanimous approval of the text amendment on March 23. We went over the fact that there were some basic principles involved in how you correlate proposed development with the impact it would have on public facilities and how it's calculated. There are a level of service thresholds and if at any point you want me to stop on these slides, let me know, but I'm going to kind of go through them quickly. You've already seen them. The observations.....I think probably the most important one is since the adoption of

the ordinance it's never really been triggered, it's never been used. We also I think because of the way that it is designed it really doesn't meet the quality expectations I think that members of the Huntersville Community have come to expect. It's never resulted in denial. I think we gave several different kinds of viewpoints in terms of why it's not working and why it's not needed. But when the ordinance advisory Board reviewed this one of the questions they asked was you've got three affected departments, what do they actually do when it comes to meeting demand for public facilities and so we went back and we talked to the police department, fire department, parks and recreation department, they all have benchmarking, they have citizen surveys, they have national accreditation thresholds, they have state requirements that they follow and you can see them on the slide so if you have any questions, I'll go over them. We also came back and we have a new consistency statement for you in terms of the staff recommendation and the Planning Board recommendation. There are several policies that are consistent with the idea of being able to manage public facilities properly but pointing to the fact I think that we don't need the Adequate Public Facilities Ordinance and I think the big difference is that the 2040 Plan is proactive in the ordinance itself that we have is reactive and we really prefer the proactive approach.

The staff recommendation was to adopt the two draft ordinances that are a part of the text amendment TA21-02, one affects the Zoning Ordinance, the other affects the Subdivision Ordinance and that we did find that there was some consistency with several 2040 Plan policies. The Planning Board provided the actual consistency statement you see on the screen. You have the option of approval or denial but at this point I'll stop and see if you have any questions.

Commissioner Boone made a motion in considering the proposed text amendment TA21-02 repealing Article 13 and amending Article 11 of the Zoning Ordinance and amending Section 6 of the Subdivision Ordinance the Town Board approval is based on the amendment being consistent with the 2040 Plan Policy PS1, PS3, PS4, PS8, POS8.1 and EOS10. It is reasonable and in the public interest to approve TA21-02 because the Town's needs are adequately publicly facilities are met through other government and budgetary process so the APFO is redundant and unnecessary burden on limited resources.

Commissioner Hines seconded motion.

Motion carried unanimously.

Right-of-Way Easements – Ranson Road. Commissioner Bales said I would like to ask the Board to recuse me from this next item 9.C because the road work is being done in front of my home if this passes.

Commissioner Phillips made a motion to recuse Commissioner Bales.

Commissioner Hines seconded motion.

Motion carried unanimously.

Commissioner Boone made a motion to adopt a resolution of the Town of Huntersville to acquire right-of-way and easements necessary for the construction of the Ranson Road Project.

Commissioner Hines seconded motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 17.

Commissioner Hines made a motion to invite Ms. Bales back.

Commissioner Munger seconded motion.

Motion carried unanimously.

Amend Chapter 33 – Emergency Management. Staff requests the Board consider a decision on an Ordinance to Amend Chapter 33 of the Huntersville Code of Ordinances entitled “Emergency Management.”

Commissioner Munger said Section 1C at the end of the sentence it says, “or at the direction of the Board.” Just to clarify, does this mean if a majority of the Board votes to end or not to end a declared state of emergency, that decision is enforceable.

Ms. Sloop said yes.

Commissioner Bales made a motion to approve an ordinance to amend Chapter 33 of the Huntersville Code of Ordinances entitled “Emergency Management.”

Commissioner Phillips seconded motion.

Motion carried unanimously.

Ordinance attached hereto as Exhibit No. 18.

Public Comment/Public Hearing Policy. Commissioner Munger made a motion to defer action on adopting a policy on public comment periods and public hearings until the April 19, 2021 meeting.

Commissioner Phillips seconded motion.

Commissioner Boone said I’d like to ask the commissioner why are we delaying this. Are there some questions or some clarity we need to work out.

Commissioner Munger said in our earlier 3 on 3 meetings I had suggested one amendment and then I put together that amendment and sent it out to Board members. One other commissioner, Commissioner Walsh who is not present tonight asked for a slight modification to that. I started preparing that to submit to our Town Attorney and then I received an e-mail from you indicating another possible change so it felt very much like things were in flux and we hadn’t fully flushed out what that should look like so I would like us to continue that conversation and get it right the first thing.

Commissioner Phillips said I also think with Commissioner Walsh not being here if we are going to make a big decision like this that’s impacting how we speak and the citizens speak, we need to do it as a whole board.

Motion carried unanimously.

Fund Balance Policy. Commissioner Munger made a motion to approve a revised fund balance policy for our general fund balance to maintain an unallocated fund balance to be used for unanticipated emergencies of 40 percent instead of the current 45 percent.

Commissioner Boone seconded motion.

Motion carried unanimously.

Policy attached hereto as Exhibit No. 19.

Postponement of Election. Mayor Aneralla read Resolution Opposing the Postponement of the 2021 Huntersville Municipal Election.

**Resolution Opposing the Postponement of
the 2021 Huntersville Municipal Election**

WHEREAS, the Board of Commissioners of the Town of Huntersville supports keeping with the tradition of a fair election process; and

WHEREAS, the Board of Commissioners of the Town of Huntersville supports holding our municipal election on the scheduled date of November 2, 2021; and

WHEREAS, pursuant to N.C.G.S. § 163-279, "[p]rimaries and elections for offices filled by election of the people in cities, towns, incorporated villages, and special districts shall be held in 1973 and every two or four years thereafter as provided by municipal charter."

WHEREAS, Section 3.1 of the Town of Huntersville Charter requires that "[r]egular municipal elections be held in each odd-numbered year in accordance with the Uniform Municipal Election Laws of North Carolina. Elections shall be conducted and the Mayor and Board Members elected on a nonpartisan basis according to the nonpartisan, plurality method authorized by G.S 163-292."

WHEREAS, Huntersville's municipal government consists of six at-large town commissioner seats and a mayor. Census data will not affect the make-up of our current board. The impending census data impacts only 62 of 550 municipalities in North Carolina. Huntersville is not included in the 62 impacted and it is unjust that a minority of municipalities who rely on census data would dictate the election process for our Town; and

WHEREAS, postponing the Huntersville municipal election by one year is a disservice to our residents. Citizens were guaranteed two years of service by the current Board and then a new election that would be navigated by the will of the people. An additional year to the terms we are currently serving is not adhering to the spirit of a "government of the people, by the people, for the people."

NOW, THEREFORE, BE IT RESOLVED, that the Town of Huntersville Board of Commissioners requests that Huntersville municipal election for commissioners and mayor remain on schedule for November 2, 2021, as it is in the best interest of the Town and our residents.

Commissioner Phillips made a motion to adopt Resolution Opposing the Postponement of the 2021 Huntersville Municipal Election

Commissioner Bales seconded motion.

Motion carried unanimously.

Acceptance of Streets. Commissioner Boone said I think we all saw the e-mail over the weekend from a citizen who lives in this subdivision and he had some concerns with additional development of Phase 3 or 4 of Mirabella and who's going to take over the responsibility of the roads and who will be responsible for the damage during construction.

Kevin Fox, Director of Public Works, said I'll start off by saying this is certainly not anything that's new to Mirabella or new to us in Huntersville. Nearly every subdivision we generally see them grow out from the beginning to the back. Over the years we've tried to tackle it several different ways to make sure we were holding the developer responsible for damages that were done to previous phases by building in the back. All of those have been met by resistance and basically they have found it unlawful for us to include anything on a bond outside of what's exactly on that particular map. In other words, if I have the entrances on a map and then I'm phasing the back, I can't hold anything over the developer's head for something outside of this particular map. We have tried several different avenues as far as getting bonds for entrance routes or stuff like that to no avail so it has been our practice and we find that it actually is in the best interest of the homeowners associations to go ahead and accept those streets when the developers have met the requirements.

Commissioner Bales said if we are taking these streets on, is staff working with the developer on the new phase to make sure that they are not damaging all of these streets in there, that they've got a direct path in and a direct path out so at least we are minimizing the damage.

Mr. Fox said that's correct and we haven't done that with this subdivision, but with previous subdivisions we did go make sure that we designated a specific construction route so that we are localizing that damage instead of being brought throughout the whole subdivision.

Commissioner Boone made a motion to accept the streets in Mirabella subdivision for Town maintenance.

Street Name	From	To	Approx. Length
Loch Raven Rd	Huntersville-Concord Rd	Monocacy Blvd	2085 feet
Guthrie Dr	Loch Raven Rd	Crystal Springs Dr	2180 feet
Crystal Springs Dr	Loch Raven Rd	Guthrie Dr	1600 feet
Hunt Valley Dr	Crystal Springs Rd	Loch Raven Rd	905 feet
Lawther Rd	Hunt Valley Dr	200' N of Loch Raven Rd	870 feet
Vermillion Crossing	140' W of Guthrie Dr	Guthrie Dr	140 feet
Providence Hall Dr	Lawther Rd	Hunt Valley Dr	240 feet
Nicodemus Ln	Hunt Valley Dr	Monocacy Blvd	390 feet
Monocacy Blvd	Nicodemus Ln	Monocacy Blvd	1605 feet
Monocacy Blvd	Nicodemus Ln	Roosevelt Grove Dr	1305 feet
Roosevelt Grove	Monocacy Blvd	215' NE of Monocacy Blvd	215 feet

Commissioner Bales seconded motion.

Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes. Commissioner Munger made a motion to approve the minutes of the February 1, 2021 Regular Town Board Meeting. Commissioner Hines seconded motion. Motion carried unanimously.

Approval of Minutes. Commissioner Munger made a motion to approve the minutes of the February 15, 2021 Regular Town Board Meeting. Commissioner Hines seconded motion. Motion carried unanimously.

Resolution – Veterans Park Stage Lighting. Commissioner Munger made a motion to adopt Resolution to award the bid for the Veterans Park Stage Lighting Project and approve the construction contract. Commissioner Hines seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 20.

Resolution – Janitorial Services at Recreation Center. Commissioner Munger made a motion to adopt Resolution to approve contract with Tate's Janitorial, Inc. for janitorial services at the Huntersville Recreation Center. Commissioner Hines seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 21.

Resolution – HVAC Services at Town Center. Commissioner Munger made a motion to adopt Resolution to approve contract with Trane USA, Inc. for HVAC services at Town Center. Commissioner Hines seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 22.

Budget Amendment. Commissioner Munger made a motion to approve budget amendment appropriating funds in the amount of \$120,000 from Fund Balance to Land for Church – Holbrooks-Dellwood Property. Commissioner Hines seconded motion. Motion carried unanimously.

Resolution – Engineering & Surveying On-call Services. Commissioner Munger made a motion to adopt Resolution to accept the engineering and surveying on-call services work contract. Commissioner Hines seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 23.

Lease – Segra. Commissioner Munger made a motion to approve lease with Segra to provide a fiber connection to the Police Department. Commissioner Hines seconded motion. Motion carried unanimously.

Lease attached hereto as Exhibit No. 24.

Lease – Technocom. Commissioner Munger made a motion not approve lease with Technocom for ten Multifunction Copiers and one Plotter. Commissioner Hines seconded motion. Motion carried unanimously.

Lease attached hereto as Exhibit No. 25.

Contract – Investigative Software. Commissioner Munger made a motion to approve contract for CLEAR Proflex Investigative Software. Commissioner Hines seconded motion. Motion carried unanimously.

Contract attached hereto as Exhibit No. 26.

Resolution – Renewal of Contract. Commissioner Munger made a motion to adopt Resolution approving renewal of Axon Body Worn Camera and Conducted Energy Weapon Contract as a sole source contract. Commissioner Hines seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 27.

Resolution – Award Service Firearm. Commissioner Munger made a motion to adopt Resolution to approve the awarding of a service firearm to a retiring law enforcement member. Commissioner Hines seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 28.

Resolution – Demolition Contract. Commissioner Munger made a motion to adopt Resolution to award contract for the demolition of the house located at 510 Dallas Street. Commissioner Hines seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 29.

CLOSING COMMENTS

Commissioner Boone questioned if code enforcement has been checking noise at AAA Auto Care.

Jack Simoneau, Planning Director, noted they have not received any noise complaints.

Mayor Aneralla announced the Mayor's luncheon is April 20.

CLOSED SESSION

Commissioner Boone made a motion go into closed session to discuss property acquisition pursuant to NCGS 143-318.11(a5). Commissioner Bales seconded motion. Motion carried unanimously.

Upon return from Closed Session, there being no further business, the meeting was adjourned.

Approved this the _____ day of _____, 2021.

**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Michael Jaycocks, Director

Date: June 7, 2021

Subject: Downtown Greenway Phase 1- Trailhead Construction Contract

EXPLAIN REQUEST:

The Town advertised for bids for the Downtown Greenway Phase 1- Trailhead project. This bid opening was advertised on the Town's website as well as the State's website. The Town received two bids (see attached bid tab). We are recommending taking the alternate as well as the substitution for the arbors. By taking the alternate, JD Goodrum is the lowest bidder. The trailhead project includes additional parking, concrete plaza area, large raised planter/seating area, two arbors, brick pavers and town seal in sidewalk entrance. The alternate includes paving the trail from the trailhead to Sherwood Drive.

ACTION RECOMMENDED:

Consider approving construction contract and resolution for the Downtown Greenway Phase 1-Trailhead Project with JD Goodrum, LLC.

FINANCIAL IMPLICATIONS:

\$303,323.09 out of the Downtown Greenway Project budget

ATTACHMENTS:

1. Downtown Greenway Trailhead Bid Tab- 5.14.21
2. Resolution awarding the contract-Downtown Greenway Phase 1 Trailhaed Project
3. JD Goodrum Bid Trailhead 5.14.21
4. Project Manual Downtown Huntersville Greenway Trail Head signed
5. Downtown Greenway Trail Head - Addendum 1
6. Trailhead - Addendum #2 4-22-2021

Downtown Greenway Trailhead BID TAB		
5.14.21		
Company	Country Boy, Landscaping, Inc.	JD Goodrum, Inc.
Base Bid	\$299,760.64	\$308,013.09
Alt #1 - Asphalt Trail	\$45,725.00	\$34,810.00
Total Bid with Alt 1	\$345,485.64	\$342,823.09
Substitutions	No	Substitution for the Arbors- Reduction of \$39,500
Addendum 1	Yes	Yes
Addendum 2	Yes	Yes
NC GC License #	67108	19284
Bid Bond	Yes	Yes

[illegible]



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AWARD THE BID FOR THE DOWNTOWN GREENWAY PHASE 1- TRAILHEAD PROJECT AND APPROVE THE CONSTRUCTION CONTRACT

Whereas, the Town of Huntersville received informal, written, sealed bids for the construction of the Downtown Greenway Phase 1-Trailhead Project (the "Project"); and

Whereas, the lowest responsive responsible bidder was JD GOODRUM, LLC, a North Carolina limited liability company located in Cornelius, NC ("Low Bidder"); and

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

- Base Bid consisting of:

1. <u>Construction of the Park</u>	\$308,013.09 (lump sum)
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<u>Total Base Bid:</u>	\$308,013.09
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- Add Alternate #1, Paving trail to Sherwood Drive : \$34,810.00 (lump sum)

- Accept Substitution Deduct- Arbors: (\$39,500.00)

<u>Total Bid Amount:</u>	\$303,329.09
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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, 2021.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

**SINGLE PRIME GENERAL CONSTRUCTION CONTRACT
BID PROPOSAL**

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

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: 05.14.21

**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 approximately 6,600-sf of hardscape trailhead for Phase 1 of the Downtown Huntersville greenway, associated site furnishings and landscaping, and approximately 7,500-sf of asphalt parking expansion adjacent to the trailhead. Work shall also include associated grading, erosion control, and installation of stormwater conveyance measures. 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: Three hundred eight thousand, thirteen dollars, nine cents \$ 308,013.09 (Lump Sum)

Alternate #1 Total: Thirty four thousand, eight hundred ten dollars \$ 34,810.00 (Lump Sum)

Bid Total: Three hundred forty two thousand, eight hundred twenty three dollars, nine cents \$342,823.09 (Lump Sum)

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DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

Downtown Greenway - PHASE 1 TRAILHEAD - Unit Price Spreadsheet:

	Item Description	Base Bid Quantity	Unit	Unit Cost	Total-Base Bid
1	Mobilization/General Conditions	1	LS	\$ 20,022.24	\$ 20,022.24
2	Construction Surveying	1	LS	\$ 3,393.60	\$ 3,393.60
3	Selective Demolition of Existing Curb and Asphalt	1	LS	\$ 2,432.08	\$ 2,432.08
4	Undercut and Replace Unsuitable Soil (Allowance)	350	CY	\$ 28.28	\$ 9,898.00
5	Construction Access Drive (gravel) 18'x100'x6"	1	EA	\$ 3,959.20	\$ 3,959.20
6	Cut and Compact On-Site	135	CY	\$ 50.90	\$ 6,871.50
7	Earthwork-Fine Grading of Parking Lot	6650	SF	\$ 1.13	\$ 7,514.50
8	Earthwork-Fine Grading of Trailhead	15,550	SF	\$ 1.13	\$ 17,571.50
9	Temporary Silt Fencing	25	LF	\$ 13.57	\$ 339.25
10	E. C. Devices - Silt Fence Outlets	1	EA	\$ 395.92	\$ 395.92
11	EC Maintenance	2	MONTH	\$ 1,131.20	\$ 2,262.40
12	Temporary Seeding	0.64	AC	\$ 2,828.00	\$ 1,809.92
13	Seeding/Hydroseeding	0.21	AC	\$ 6,221.60	\$ 1,306.54
14	Bike Rack - OPE/Install Only	1	EA	\$ 311.08	\$ 311.08
15	Park Bench/OPE Install Only	4	EA	\$ 311.08	\$ 1,244.32
16	Monument Sign	1	EA	\$ 282.80	\$ 282.80
17	4" Concrete Sidewalk	670	SY	\$ 52.60	\$ 35,242.00
18	Brick Pavers	63	SY	\$ 133.48	\$ 8,409.24
19	Arbors	2	EA	\$ 40,813.70	\$ 81,627.40
20	21" HT. Planter Seat Wall	92	LF	\$ 309.85	\$ 28,506.20
21	Truncated Domes	1	EA	\$ 424.20	\$ 424.20
22	Curb and Gutter	610	LF	\$ 21.49	\$ 13,108.90
23	Accessible Curb Ramp	1	EA	\$ 848.40	\$ 848.40
24	Curb Flume	2	EA	\$ 622.16	\$ 1,244.32
25	12" SCH. 40 PVC Storm Pipe	97	LF	\$ 45.25	\$ 4,389.25
26	Atrium Drain	2	EA	\$ 2,630.04	\$ 5,260.08
27	Rip Rap Outlets	1	TN	\$ 1,414.00	\$ 1,414.00
28	5/8" Double Check Valve Assembly	1	EA	\$ 961.52	\$ 961.52
29	Water Meter Box Lid Replacement and Adjustment	1	LS	\$ 226.24	\$ 226.24
30	4" SCH. 40 PVC Sleeves for Irrigation	170	LF	\$ 10.75	\$ 1,827.50
31	4" PVC Sleeves for Electrical	70	LF	\$ 10.75	\$ 752.50
32	Light Pole Replacement	1	EA	\$ 4,298.56	\$ 4,298.56
33	Trees	15	EA	\$ 424.20	\$ 6,363.00
34	Shrubs	35	EA	\$ 113.12	\$ 3,959.20
35	(2) Lift of 2" of SF9.5B Asphalt Pavement	81	TN	\$ 152.71	\$ 12,369.51
36	8" Aggregate Base Course	325	TN	\$ 46.38	\$ 15,073.50
37	Pavement Striping	1	LS	\$ 2,092.72	\$ 2,092.72
	Subtotal:				\$ 308,013.09
38	Alternate #1: 2" S9.5B Asphalt Pavement for Trail	295	TN	\$ 118.00	\$ 34,810.00

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

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.

Addendum No. #1 Dated 04.19.21

Addendum No. #2 Dated 04.22.21

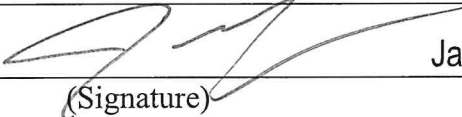
Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CONTRACTOR: J.D. Goodrum Company, Inc.
(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: 18339-F Old Statesville Road
Cornelius, NC 28031

BY:  Jamie Yoxtheimer
(Signature) (Typed Name)

TITLE: President

NC General Contractor's License No. 19284

NC State Sales and Use Tax Registration 56-1506393

☒ Non-collusion Affidavit has been completed and is attached to this Bid Proposal Form (Required)



DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

(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.)

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:

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD FOR
HUNTERSVILLE PARKS AND RECREATION

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

3.	Specified Product Or Material	Drawing Number	Proposed Substitution	Proposed Reduction In Contract Sum
	Furnish and install treated wood arbor (straight or angular) approx. 20' long x 5' wide with footings, hardware/sanding/staining (Reference sample image attached)		2 each	-\$ 39,500.00



PROVIDE SIGNATURE

BIDDER:

IDENTICAL TO THAT
SHOWN ON THE BID FORM

J.D. Goodrum Company, Inc.

By Jamie Yoxtheimer

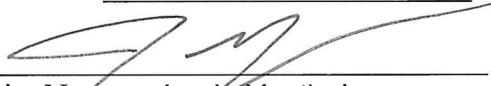
END OF SUBSTITUTION LISTING
Standard Form Contract
NON-COLLUSION AFFIDAVIT

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.

2021

This the 14th day of May, ~~2020~~.

BIDDER: J.D. Goodrum Company, Inc.

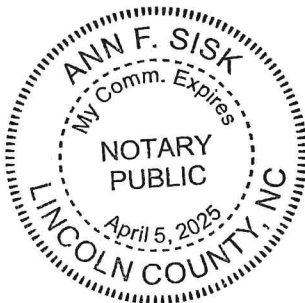


Print Name: Jamie Yoxtheimer
Print Title: President

State of NORTH CAROLINA
County of MECKLENBURGH

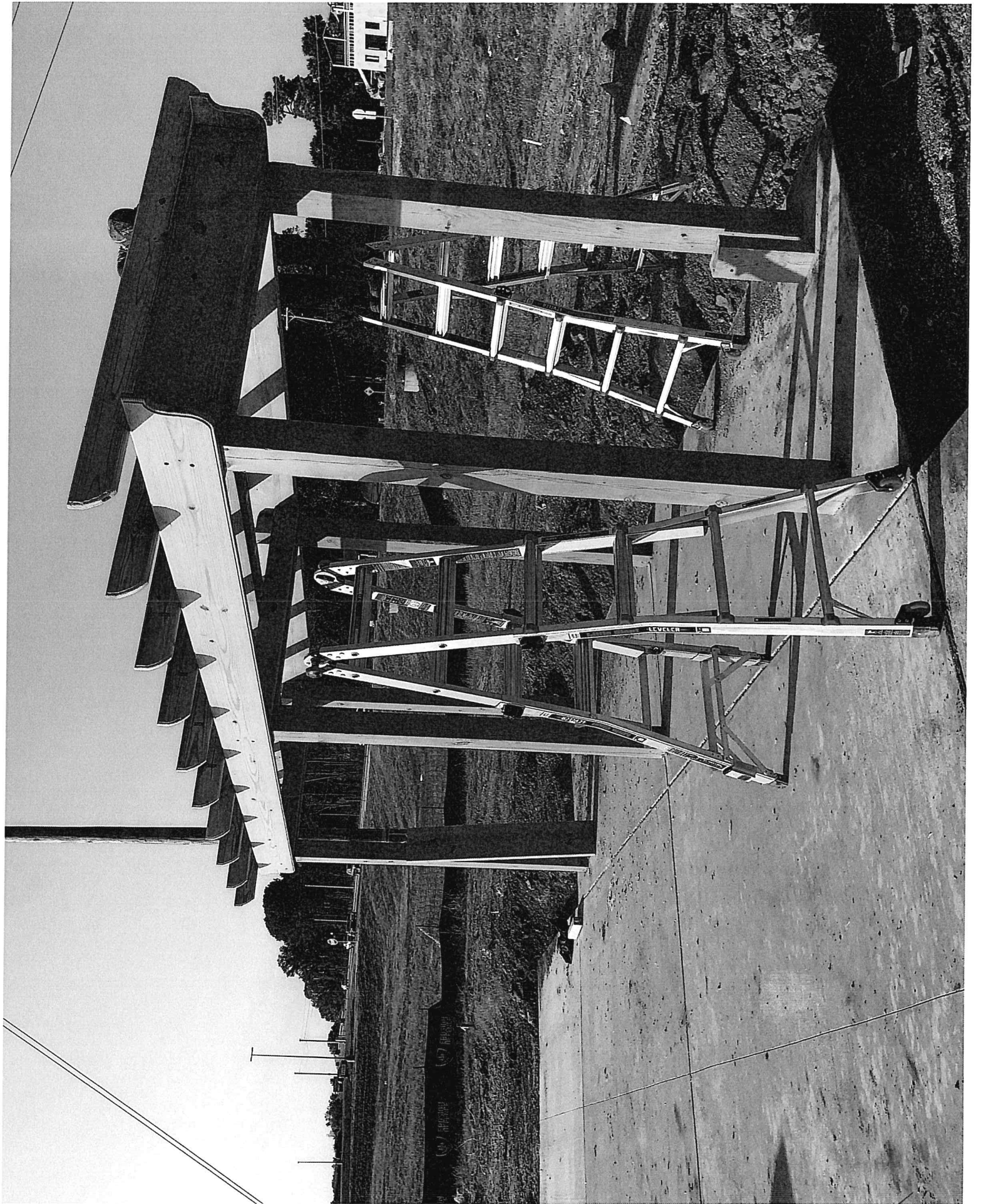
Sworn to or subscribed before me this the 14th day of May, ~~2020~~ ²⁰²¹

(Official Seal)





Notary Public
Print Name: Ann F. Sisk



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FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

J.D. Goodrum Co., Inc. as
principal, and Fidelity and Deposit Company of Maryland, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
Town of Huntersville as obligee,
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 14th day of May, 2021

WHEREAS, the said principal is herewith submitting proposal for

DownTown Greenway Phase 1 Trailhead Town of Huntersville
and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

J.D. Goodrum Co., Inc. (SEAL)

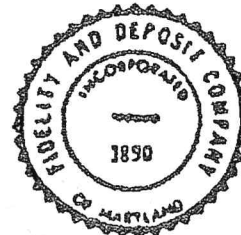
By: [Signature] (SEAL)

(SEAL)

Fidelity and Deposit Company of Maryland (SEAL)

By: [Signature] (SEAL)

Wendy E Lahm, Attorney-in-Fact



Bond Number Bid Bond

Obligee Town of Huntersville

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Wendy E Lahm, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

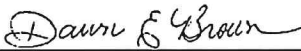
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Robert D. Murray
Vice President



By: Dawn E. Brown
Secretary



State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of May, 2021.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

PROJECT MANUAL

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD



SITE ADDRESS: 14707 Old Statesville Road
HUNTERSVILLE, NC 28078

PROJECT MANAGER:

Town of Huntersville

Tracy Houk

704-766-2227

thouk@huntersville.org

PROJECT LANDSCAPE ARCHITECT:

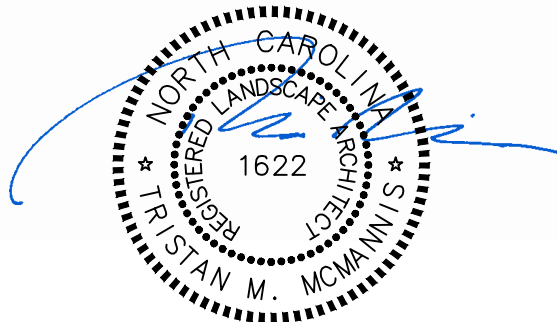
Tristan McMannis, PLA, LEED AP BD+C

Dewberry Engineers Inc

9300 Harris Corners Pkwy., Suite 220

Charlotte, NC 28269

NCBOLA #C-478



OWNER:

Town of Huntersville

ATTN: Parks and Recreation Department

105 Gilead Road, Third Floor

Huntersville, NC 28078

April 16, 2021

TOWN OF HUNTERSVILLE
DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

100% CONSTRUCTION DOCUMENTS
April 16, 2021

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INVITATION TO BID

**FOR THE CONSTRUCTION OF
DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD**

Town of Huntersville, North Carolina

Sealed, single prime bids for the construction of approximately 6,600-sf of hardscape trailhead for Phase 1 of the Downtown Huntersville greenway, associated site furnishings and landscaping, and approximately 7,500-sf of asphalt parking expansion adjacent to the trailhead. Work shall also include associated grading, erosion control, and installation of stormwater conveyance measures. Bids shall also include an alternate for paving of approximately 2,340-lf of asphalt greenway. Bids for the improvements will be received by the Town of Huntersville Parks and Recreation Department, 105 Gilead Road, 3rd Floor, P.O. Box 2879, Huntersville, NC, 28070 until **2:00 PM, local time, Friday, May 14, 2021**, and there at said office, at said time, publicly opened and read aloud. Bid Proposals will be received for

**THE CONSTRUCTION OF PHASE 1 TRAILHEAD 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, 3rd Floor, Huntersville, NC, or may be accessed at the following web address: 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 Dewberry Engineers Inc. If awarded, the Project will be awarded to the lowest responsive, responsible Bidder, taking into account quality, performance and time specified in the Contract Documents. The lowest, responsive, responsible bid will be determined based upon the lowest cost to the Town.

A pre-bid meeting shall be held on **Friday, April 23, 2021, at 11:00 A.M.** at the project site located north of 102 Gilead Rd, Huntersville, NC 28078. Please park in the parking lot behind the building at 102 Gilead Road. Any questions regarding this meeting should be directed to Tracy Houk, Assistant Director of Parks and Recreation at 704-766-2228.

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

Town of Huntersville
End of Invitation to Bid

INSTRUCTIONS TO BIDDERS:

Project Landscape Architect:

Tristan McMannis, PLA, LEED AP BD+C
Dewberry Engineers Inc
9300 Harris Corners Pkwy., Suite 220
Charlotte, NC 28269

PLEASE NOTE: ALL QUESTIONS REGARDING THE CONTRACT DRAWINGS, AND THE CONSTRUCTION SPECIFICATIONS INDICATED ON SAID DRAWINGS SHOULD BE DIRECTED TO THE PROJECT LANDSCAPE 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 Landscape 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 7, 2021. Any interpretation of the proposed documents will be made only by addendum duly issued and posted on the Town's website. The Project Landscape 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.
4. **CONTRACT DOCUMENTS:** The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, the Town's Standard Form Contract, and the General Conditions of the Construction Contract.

5. **BID PROPOSAL FORM:** Each Bidder must submit a Bid Proposal on the blank forms herewith provided. Each Bidder must include both the Bid Proposal Form and the Noncollusion Affidavit with their Bid Proposal, otherwise the Bid Proposal will not be considered. Each Bidder shall sign his Bid Proposal correctly by one duly authorized, and Bid Proposals may be rejected if they show any omissions, alterations of form, additions not called for, or other irregularities of any kind. Conditioning and unbalancing of bids will not be permitted.
6. **BID PROPOSAL REPRESENTATIONS:** Submission of a Bid Proposal Form shall be a representation of the Bidder of all of the following:
- a. The Bidder has carefully examined the **CONTRACT DOCUMENTS** and fully 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 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 Tracy Houk, 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 Ms. Tracy Houk 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 clerical errors or math computational errors only (not for mistakes in judgment)** if the request is made in writing to and received by Tracy Houk, 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. The lowest, responsive, responsible Bid Proposal will be determined based upon the lowest cost to the Town. Consideration will be given only to Bid Proposals of contractors who are experienced in the class of work proposed and who can refer to 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 informalities or technicalities, as it may deem to be in the Town’s best interest.

10. **EXECUTION OF CONTRACT:** The successful Bidder will be required to enter into the Town’s Standard Form Contract, included as part of this Project Manual, and must execute the Contract no later than ten (10) consecutive calendar days following receipt of the Notice of Award from the Town. Failure of a Bidder to execute the Contract within said ten (10) day period shall give the Town the right to reject the Bid Proposal and award the contract to the next lowest responsive, responsible Bidder.

11. **CHECKS, CASH, OR BID BOND:** 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 seized. 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 Owner'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 Owner'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 Owner relies upon the organization, management, skill, cooperation, and efficiency of the successful Bidder to supervise, direct, control and manage the work and the efforts of the sub-contractors so as to deliver the intended construction to the Contract Documents and within the scheduled time.
- 15. LIQUIDATED DAMAGES:** The successful Bidder is required to complete the Project as outlined in the Project progress schedule and as defined by the Contract Period. Should the successful Bidder fail to assure the completion of the total Project satisfactorily within the time period specified in the contract, the successful Bidder shall be charged with liquidated damages at a rate of **Five Hundred Dollars (\$500.00) per calendar day** until the total Project is successfully completed.
- If in the event the successful Bidder is granted substantial completion by the Project 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 Owner for any claim or legal action against the Owner by any subcontractor or supplier as a result of injury or damages caused by that Contractor to others, including paying judgements against the Owner, all costs and expenses, legal or otherwise, incurred by the Owner in defending the suit.
- 16. CONTRACT REDUCTION:** The Town of Huntersville retains the exclusive right to reduce any or all of the scope of work within the Contract Documents after award of the contract for budgetary or other reasons. Should the Town of Huntersville choose to reduce any or all of said scope of work, the successful Bidder shall not be allowed any claims for anticipated profit or overhead on such deleted work.
- 17. CONTRACTORS LICENSE:** All Bidders must possess an up to date North Carolina General Contractors License to do work in North Carolina as required by N.C.G.S. Chapter 87, plus any other applicable licenses. A copy of these requirements is included in the bid documentation.
- 18. TIME OF CONSTRUCTION:** The Successful Bidder shall begin work on the date specified in the Notice to Proceed and shall pursue all necessary phases of construction in order to substantially

complete the base bid work within **60 consecutive calendar days**. This time of construction shall be defined as the Contract Period.

- 19. CONSTRUCTION SCHEDULES:** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner 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.

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 5 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

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

**SINGLE PRIME GENERAL CONSTRUCTION CONTRACT
BID PROPOSAL**

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

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 approximately 6,600-sf of hardscape trailhead for Phase 1 of the Downtown Huntersville greenway, associated site furnishings and landscaping, and approximately 7,500-sf of asphalt parking expansion adjacent to the trailhead. Work shall also include associated grading, erosion control, and installation of stormwater conveyance measures. 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)

Alternate #1 Total: _____ (Lump Sum)

Bid Total: _____ (Lump Sum)

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

Downtown Greenway - PHASE 1 TRAILHEAD - Unit Price Spreadsheet:

	Item Description	Base Bid Quantity	Unit	Unit Cost	Total-Base Bid
1	Mobilization/General Conditions	1	LS		
2	Construction Surveying	1	LS		
3	Selective Demolition of Existing Curb and Asphalt	1	LS		
4	Undercut and Replace Unsuitable Soil (Allowance)	350	CY		
5	Construction Access Drive (gravel) 18'x100'x6"	1	EA		
6	Cut and Compact On-Site	135	CY		
7	Earthwork-Fine Grading of Parking Lot	6650	SF		
8	Earthwork-Fine Grading of Trailhead	15,550	SF		
9	Temporary Silt Fencing	25	LF		
10	E. C. Devices - Silt Fence Outlets	1	EA		
11	EC Maintenance	2	MONTH		
12	Temporary Seeding	0.64	AC		
13	Seeding/Hydroseeding	0.21	AC		
14	Bike Rack - OPE/Install Only	1	EA		
15	Park Bench/OPE Install Only	4	EA		
16	Monument Sign	1	EA		
17	4" Concrete Sidewalk	670	SY		
18	Brick Pavers	63	SY		
19	Arbors	2	EA		
20	21" HT. Planter Seat Wall	92	LF		
21	Truncated Domes	1	EA		
22	Curb and Gutter	610	LF		
23	Accessible Curb Ramp	1	EA		
24	Curb Flume	2	EA		
25	12" SCH. 40 PVC Storm Pipe	97	LF		
26	Atrium Drain	2	EA		
27	Rip Rap Outlets	1	TN		
28	5/8" Double Check Valve Assembly	1	EA		
29	Water Meter Box Lid Replacement and Adjustment	1	LS		
30	4" SCH. 40 PVC Sleeves for Irrigation	170	LF		
31	4" PVC Sleeves for Electrical	70	LF		
32	Light Pole Replacement	1	EA		
33	Trees	15	EA		
34	Shrubs	35	EA		
35	(2) Lift of 2" of SF9.5B Asphalt Pavement	6	TN		
36	8" Aggregate Base Course	12	TN		
37	Pavement Striping	1	LS		
	Subtotal:				
38	Alternate #1: 2" S9.5B Asphalt Pavement for Trail	5.6	TN		

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

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.

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)

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

(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.)

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:

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD FOR
HUNTERSVILLE PARKS AND RECREATION

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

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

PROVIDE SIGNATURE

BIDDER:

IDENTICAL TO THAT
SHOWN ON THE BID FORM

By _____

END OF SUBSTITUTION LISTING
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 _____, 2020.

BIDDER: _____

Print Name:

Print Title:

State of _____

County of _____

Sworn to or subscribed before me this the _____ day of _____, 2020.

(Official Seal)

Notary Public

Print Name: _____

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1. DEFINITIONS

Owner: "Owner" shall mean, The State of North Carolina through (Mecklenburg County)

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

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

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

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

3. Contract Documents. The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, the Town's Standard Form Contract, and the General Conditions of the Construction Contract. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be the Construction Contract, the Bid Proposal Form, the Substitution Listing (only those items accepted by the Town), Addenda, the Contract Drawings, the Instructions to Bidders, the General Conditions of the Contract, the Invitation to Bid, and the Non-collusion Affidavit.
4. Licensure Required. The Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1, and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
5. Coordination With Others. The Contractor agrees to coordinate its Work with the work of any other unaffiliated contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.
6. Contract Insurance. Contractor shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor will have 120 consecutive calendar days to complete the Work from the date of Contractor's receipt of the Notice to Proceed.
8. Payment for Services. In consideration of the above services, the Town will pay the Contractor, in accordance with the Contractor's, plus reimbursable expenses at the Contractor's actual cost (without markup). Contractor will submit monthly Requests for Payment for Work performed to the Project Manager who will forward them to the Project Landscape Architect for Review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Project Landscape Architect must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents, and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

within five days of receipt of the certified Request for Payment from the Architect and shall pay all undisputed amounts therein.

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

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

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

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

9. Acceptance. Execution of the Contract constitutes an agreement to the terms contained within the Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the “Contract.” Except as provided herein, no additional or supplemental provision or provisions in variance with the Contract Documents that may appear in Contractor's proposal, acknowledgment, Requests for Payment, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
10. Working Drawings And Specifications At The Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
11. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
 - a. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as

stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

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

construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.

- d. The Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- e. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- f. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 13(b).

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

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

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

19. Relationship of the Parties. The Contractor is an independent Contractor and not an affiliate of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
20. Sales Taxes. Any applicable sales taxes shall be invoiced as a separate item.
21. Substitutions. Substitutions proposed by the Contractor on the Substitution Listing Form, submitted with the Contractor's Bid Proposal, which are accepted by the Town shall be considered a modification to the Contract Documents. No other substitutions shall be made by the Contractor unless the same is put into a Change Order, signed by the Owner and Contractor.
22. Indemnification. To the greatest extent allowed by the law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
23. Anti-Discrimination. During the performance of the Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
24. Insurance. The Contractor shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
25. Ethics in Public Contracting. By submitting their prices and acceptance of this Contract, the Contractor certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
26. Applicable Laws and Courts. This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
27. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
28. Assignment. The Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
29. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
30. Risk of Loss. Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, certified by the Architect, and approved by the Town.
31. Warranties. The Contractor warrants it shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Work outlined in this Contract and any attached specifications. The Contractor warrants that any finished Work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. The Contractor warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Contractor's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. The Contractor makes no additional warranties, express or implied,



Parks and Recreation Department
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: **Project Name**

SITE

LOCATION(S)

:

Location

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 work to be completed by the Contractor are specified by the Vendor Supplied Proposal, which is incorporated herein by reference. A detailed fee schedule is tabulated in 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 Working 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 A, 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. Addendums: If applicable, Contractor acknowledges that it has received, executed and shall abide by any addendums issued by the Town prior to this Contract.
13. Cancellations or Termination. The Town, as further described in Exhibit A, 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.
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 Firm 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 Firm shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
16. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Service 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 Service 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 Service is complete.
17. Payment for Services. In consideration of the above services, the Town will pay the Contractor the lump sum of \$_____ as further described on Exhibit D, to be paid 30 days after receipt of undisputed invoices delivered to the Town.

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 the law the Firm shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims,

losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent 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.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
14. **Codes and Permits.** When applicable, the Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules, and regulations

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

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

22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **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.
26. **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.
27. **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.
28. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
29. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
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.

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 Firm or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence/\$2,000,000 aggregate

Professional Liability: \$ _____

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

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

c. **Deductible**

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

d. **Other Insurance**

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

e. **Proof of Carriage**

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

EXHIBIT C – PLANS AND SPECIFICATIONS

(insert plans and specs)

EXHIBIT D – FEE SCHEDULE

<u>Service</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total</u>
Total Cost =			

Company Name

Date

Print Name

Title

Signature

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

in connection with the Work. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.

32. Default. In the event of a breach by the Contractor, addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, construction services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured within a ten (10) day notice period. In the event this Contract is terminated by the Town for the default of the Contractor, the Town shall be entitled to keep and use Work, including materials and supplies on site provided by the Contractor in finishing the construction of the Project.
33. Termination for Convenience. The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) day notice in writing from the Town to the Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
34. Assignment. Contractor may not assign, pledge, or in any manner encumber the Contractor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent. Hiring a subcontractor to perform any portion of the Work shall be at the Contractor's discretion; however Contractor shall remain liable and responsible to the Town for all such Work completed by subcontractors.
35. No Third Party Beneficiaries. There shall be no intended nor incidental third party beneficiaries of this Contract. The Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.
36. Valid Contract. In order for this Contract to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be preaudited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
37. Verification of Work Authorization. The Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
38. Iran Divestment List. With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
39. Severability. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
40. Dispute Resolution. As a precondition for filing a lawsuit related to a dispute under this Agreement, a party must comply with the Town of Huntersville Rules Implementing Mediated Settlement Conferences for Town of Huntersville Construction Projects, the "Dispute Resolution Procedure."

SECTION 01 11 00 – SUMMARY OF WORK

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: Town of Huntersville, Downtown Greenway Phase 2.
- B. Consultant Identification: The Contract Documents, dated May 15, 2020 and revised February 4, 2021, were prepared for the Project by Dewberry Engineers Inc., 9300 Harris Corners Parkway, Suite 220, Charlotte, NC 28269-3797.
- C. The work consists construction of approximately 6,600-sf of hardscape trailhead for Phase 1 of the Downtown Huntersville greenway, associated site furnishings and landscaping, and approximately 7,500-sf of asphalt parking expansion adjacent to the trailhead. Work shall also include associated grading, erosion control, and installation of stormwater conveyance measures.
 - 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 General Contractor shall act as the Project Expediter and be responsible for coordinating the work and schedules of others hired by him/her.

1.3 CONTRACT

- A. Project will be constructed as a Single-Prime Unit Priced.

1.4 WORK SEQUENCE

- A. The Work shall be conducted in one single phase.

1.5 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: Owner reserves the right to award a separate contract for performance of certain construction operations at Project site. Those operations may be conducted simultaneously with Work under this Contract.
- B. Contractor shall cooperate fully with separate contractors so work on other contracts may be carried out smoothly, without interfering with or delaying Work under this Contract.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Technical Specifications Format: The Specifications are organized into Divisions and Sections using the 48-division format and Construction Specifications Institute / Construction Specifications Canada (CSI/CSC's) 2004 "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

2.1 PRODUCTS ORDERED IN ADVANCE

- A. Unless otherwise stated in the Contract Documents, Costs for receiving, handling, storage if required, and installation of material and equipment shall be included in the Contract Sum.

2.2 OWNER-FURNISHED PRODUCTS

- 1. Inventory of Owner-Provided Items is as follows:
 - a. May include but not limited to:
 - 1) Benches
 - 2) Trash Receptacles
 - 3) Collapsible Bollards
 - 4) Bike Rack
- 2. Contractor shall inspect all owner-provided materials prior to accepting their possession. Once Contractor takes possession for the installation of Owner- provided items, contractor

shall assume liability and provide all warranties typical of such products as specified in the technical sections of this specification manual.

3. Contractor is responsible for handling Owner-furnished items at Project site.
4. Contractor is responsible for all concrete pads under Owner Provided items.
5. After Contractor takes possession of Owner-furnished items, he shall protect them from damage during storage and handling, including damage from exposure to the elements.
6. If Owner-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.
7. Contractor shall provide/review Shop Drawings, Product Data, and Samples and return them to the Consultant noting discrepancies or anticipated problems in use of any product.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 11 00

SECTION 01 14 00 - WORK RESTRICTIONS

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 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated on the drawings. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to areas shown in the construction documents.
 - 2. Owner Occupancy: Allow for Owner (Town of Huntersville Staff) to occupy property throughout construction. Public may use property during time frames and locations shown in the construction documents.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 4. Construction hours shall be as follows: 7am-7pm Monday through Friday. Weekend work can occur with permission from owner.
 - a. All work delineated within the contract documents to take place outside of normal business hours shall be provided as such.
 - 1) The contractor shall include all aspects of related work that will be required to complete work delineated to take place outside of normal business hours.

1.3 OCCUPANCY REQUIREMENTS

Partial Owner Occupancy: Owner reserves the right to occupy and to place and install equipment in completed areas of greenway before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

- 1. Consultant will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
- 2. Contractor shall obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.

3. Upon occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of greenway and park.
4. Upon occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of greenway.
5. Others

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 14 00

SECTION 01 22 00 - UNIT PRICES

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 unit prices.
- B. Related Sections include the following:
 - 1. Division 1, of the Technical Specifications Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 1, of the Technical Specifications Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual of the Technical Specifications Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent agent.
- D. If one or more unit prices on a bid form are out of line with prevailing market rates, the Owner reserves the right to reject the bidder as non-responsive if the bidder is not willing to negotiate mutually acceptable unit prices with the Owner prior to the time for contract award that are consistent with prevailing market rates.
- E. List of Unit Prices: A list of unit prices is included at the end of this of the Technical Specifications Section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. Unit Price Items from pages 2 &3 on General Construction Proposal – Bid Form

Unit Price Item #1: Mobilization/General Conditions:

DESCRIPTION: The work consists of the requirements of all front end documents including, but not limited to, Notice to Bidders, Instructions to Bidders, General Conditions of the Contract for Construction, Supplementary Conditions, MWSBE Provisions and Division 01: General Requirements. The work also consists of preparatory work and operations to mobilize personnel, materials and equipment to the project site.

MEASUREMENT AND PAYMENT: Mobilization/General Conditions will be paid as contract lump sum price.

PAY ITEM PAY UNIT: General Conditions Lump Sum

Unit Price Item #2: Construction Surveying

DESCRIPTION: As required by the contract and contract documents, provide all construction layout, surveying, stakeout, supplemental surveying and engineering necessary for the proper control of construction operations in accordance with these drawings and specifications.

MEASUREMENT AND PAYMENT: Construction Surveying will be paid as contract lump sum price.

PAY ITEM PAY UNIT: Construction Surveying Lump Sum

Unit Price Item #3: Selective Demolition

DESCRIPTION: Remove and dispose of existing site materials per drawings and specifications.

MEASUREMENT AND PAYMENT: Selective Demolition will be paid as contract lump sum price.

PAY ITEM PAY UNIT: Selective Demolition Lump Sum

Unit Price Item #4: Undercut and Replacement of Unsuitable Material

DESCRIPTION: Perform the work for Undercut and Replacement of Unsuitable Material as specified herein. Undercut work shall be as needed and determined in the field by Specifications Section 31 23 10 Rock and Unsuitable Soil Removal and Section 31 23 00 Excavation and Fill.

MEASUREMENT AND PAYMENT: Undercut and Replacement of Unsuitable Material will be paid as on a per Cubic Yard price.

PAY ITEM PAY UNIT: Undercut and Replacement of Unsuitable Material Cubic Yard

Unit Price Item #5: Construction Access Drives

DESCRIPTION: Perform the work for the Construction Access Drives as indicated in the drawings and specified herein. Construction Access Drives work shall be as indicated on plans and per Specification Sections 31 25 00 Erosion and Sedimentation Control.

MEASUREMENT AND PAYMENT: Construction Access Drives will be paid in units of each which shall include but is not limited to all necessary labor and materials to install the Construction Access Drives.

PAY ITEM PAY UNIT: Construction Access Drives Each

Unit Price Item #6: Cut and Compact On-Site

DESCRIPTION: Perform the work for Cut and Compact On-Site as specified herein. Earthwork shall be as needed and determined in the field by Specifications Section 31 00 00 Earthwork.

MEASUREMENT AND PAYMENT: Cut and Compact On-Site will be paid as on a per Cubic Yard price.

PAY ITEM PAY UNIT: Cut and Compact On-Site Cubic Yard

Unit Price Item #7: Earthwork – Fine Grading of Parking Lot

DESCRIPTION: Work covered by fine grading consists of all elements of work covered by NCDOT 2018 Standard Specification Sections 200, 225,230, 235, 250 500 and 560 as well contract document specification sections in Division 31 00 00 Earthwork and Grading and plans.

MEASUREMENT AND PAYMENT: Fine grading be paid as on a per Square Feet price per construction documents.

PAY ITEM PAY UNIT: Fine Grading Square Feet

Unit Price Item #8: Earthwork – Fine Grading of Trailhead

DESCRIPTION: Work covered by fine grading consists of all elements of work covered by NCDOT 2018 Standard Specification Sections 200, 225,230, 235, 250 500 and 560 as well contract document specification sections in Division 31 00 00 Earthwork and plans.

MEASUREMENT AND PAYMENT: Fine grading be paid as on a per Square Feet price per construction documents.

PAY ITEM PAY UNIT: Fine Grading Square Feet

Unit Price Item #9: Temporary Silt Fencing

DESCRIPTION: Perform the work for the Temporary Silt Fencing as indicated in the drawings and specified herein. Temporary Silt Fencing work shall be as indicated on plans and per Specification Sections 31 25 00 Erosion and Sedimentation Control.

MEASUREMENT AND PAYMENT: Temporary Silt Fencing will be paid in units of Lineal Feet which shall include but is not limited to all necessary labor and materials to install the Temporary Silt Fencing.

PAY ITEM PAY UNIT: Temporary Silt Fencing Per Lineal Foot

Unit Price Item #10: Erosion Control Devices Check Dams/Silt Fence Outlets

DESCRIPTION: Perform the work for the Erosion Control Devices Check Dams/Silt Fence Outlets as indicated in the drawings and specified herein. Erosion Control Devices Check Dams/Silt Fence Outlets work shall be as indicated on plans and per Specification Sections 31 25 00 Erosion and Sedimentation Control.

MEASUREMENT AND PAYMENT: Erosion Control Devices Check Dams/Silt Fence Outlets will be paid in units of each which shall include but is not limited to all necessary labor and materials to install the Erosion Control Devices Check Dams/Silt Fence Outlets.

PAY ITEM PAY UNIT: Erosion Control Devices Check Dams/Silt Fence Outlets Each

Unit Price Item #11: Erosion Control Maintenance

DESCRIPTION: Perform the work for Erosion Control Maintenance as indicated in the drawings and specified herein. Erosion Control Maintenance work shall be as indicated on plans and per Specification Sections 31 25 00 Erosion and Sedimentation Control.

MEASUREMENT AND PAYMENT: Erosion Control Maintenance will be paid in units of per month price.

PAY ITEM PAY UNIT: Erosion Control Maintenance Per Month

Unit Price Item #12: Temporary Seeding

DESCRIPTION: Perform the work for the Temporary Seeding as indicated in the drawings and specified herein. Temporary Seeding work shall be as indicated on plans and per Specification Sections 31 25 00 Erosion and Sedimentation Control.

MEASUREMENT AND PAYMENT: Temporary Seeding will be paid in units of per acre price which shall include but is not limited to all necessary labor and materials to install the Temporary Seeding.

PAY ITEM PAY UNIT: Temporary Seeding Per Acre

Unit Price Item #13: Seeding/Hydroseeding

DESCRIPTION: Perform the work for the Seeding/Hydroseeding as indicated in the drawings and specified herein. Seeding/Hydroseeding work shall be as indicated for all disturbed areas on the plans, and per Specification Sections 32 92 00 Turf and Grasses.

MEASUREMENT AND PAYMENT: Seeding/Hydroseeding will be paid in units of per acre price which shall include but is not limited to all necessary labor and materials to install the Seeding/Hydroseeding.

PAY ITEM PAY UNIT: Seeding/Hydroseeding Per Acre

Unit Price Item #14: Bike Rack – Owner Provided/Installation only

DESCRIPTION: This unit price item shall include all labor and materials for the installation only of the Owner Provided Bike Rack in accordance with the construction drawings and the contract. This unit price is to provide the installation of the Owner Provided Bike Rack in the location shown on the plans. Concrete Pad under the Bike Rack is not included herein and is included in Unit Price Item #31: 4" Concrete

CONSTRUCTION METHODS: Install the Bike Rack in accordance with the plans.

MEASUREMENT AND PAYMENT: Bike Rack – Installation only will be paid for in units of each which shall include but is not limited to all necessary labor and materials to install the Bike Rack.

PAY ITEM PAY UNIT: Bike Rack Each

Unit Price Item #15: Park Bench – Owner Provided/Installation only

DESCRIPTION: This unit price item shall include all labor and materials for the installation

only of the Owner Provided Park Bench in accordance with the construction drawings and the contract. Footings are to be installed and included in this Unit Price items. This unit price is to provide the installation of the Owner Provided Park Bench in the location shown on the plans. Concrete Pad under the Bench is not included herein and is included in Unit Price Item #31: 4” Concrete

CONSTRUCTION METHODS: Install the Park Bench in accordance with the plans.

MEASUREMENT AND PAYMENT: Park Bench – Installation only will be paid for in units of each which shall include but is not limited to all necessary labor and materials to install the Park Bench.

PAY ITEM PAY UNIT: Park Bench Each

Unit Price Item #16: Monument Sign

DESCRIPTION: This unit price item shall include all labor and materials for the installation only of the Monument Sign in accordance with the construction drawings and the contract. This unit price is to provide the installation of the Monument in the location shown on the plans.

MEASUREMENT AND PAYMENT: Monument Sign – Installation only will be paid for in units of each which shall include but is not limited to all necessary labor and materials to install the Monument Sign.

PAY ITEM PAY UNIT: Monument Sign Each

Unit Price Item #17: 4” Concrete Sidewalk

DESCRIPTION: The work consists of all work for Concrete Sidewalk as shown on drawings. Work included in this unit price installation of all Concrete Sidewalk pavement as indicated on plans and per Specification Section 03 00 00 Concrete Pavement. Unit Price shall include price for the installation of pavement stamp as indicated on the plans.

MEASUREMENT AND PAYMENT: Concrete Sidewalk will be paid as on a per Square Yard price.

PAY ITEM PAY UNIT: Concrete Sidewalk Square Yard

Unit Price Item #18: Brick Pavers

DESCRIPTION: The work consists of all work for Brick Pavers as shown on drawings. Work included in this unit price installation of all Brick Pavers as indicated on plans

MEASUREMENT AND PAYMENT: Brick Pavers will be paid as on a per Square Yard price.

PAY ITEM PAY UNIT: Brick Pavers Square Yard

Unit Price Item #19: Arbors

DESCRIPTION: The work consists of all work for installation of the Arbors as shown on drawings. Work included in this unit price shall include installation of all Arbors as indicated on plans

MEASUREMENT AND PAYMENT: Arbors will be paid as on price per each.

PAY ITEM PAY UNIT: Arbors Each

Unit Price Item #20: 21” HT. Planter Seat Wall

DESCRIPTION: The work consists of all work for installation of the 21" HT. Planter Seat Wall as shown on drawings. Work included in this unit price shall include installation of the 21" HT. Planter Seat Wall as indicated on plans

MEASUREMENT AND PAYMENT: 21" HT. Planter Seat Wall will be paid as on price per linear foot.

PAY ITEM PAY UNIT: 21" HT. Planter Seat Wall Linear Foot

Unit Price Item #21: Truncated Domes

DESCRIPTION: The work consists of all work for installation of the Truncated Domes as shown on drawings. Work included in this unit price shall include installation of Truncated Domes as indicated on plans

MEASUREMENT AND PAYMENT: Truncated Domes will be paid as on price per each.

PAY ITEM PAY UNIT: Truncated Domes Each

Unit Price Item #22: Curb and Gutter

DESCRIPTION: The work consists of all work for Curb and Gutter as shown on drawings. Work included in this unit price installation of all Curb and Gutter as indicated plans and per Specification Section 03 00 00 Concrete Pavement.

MEASUREMENT AND PAYMENT: Curb and Gutter will be paid as on a per Linear Foot price.

PAY ITEM PAY UNIT: Curb and Gutter Linear Foot

Unit Price Item #23: Accessible Curb Ramp

DESCRIPTION: This unit price item shall include all labor and materials for the installation only of the Accessible Curb Ramp in accordance with the construction drawings and the contract. This unit price is to provide the installation of the Accessible Curb Ramp in the location shown on the plans.

MEASUREMENT AND PAYMENT: Accessible Curb Ramp will be paid as on a per each price.

PAY ITEM PAY UNIT: Accessible Curb Ramp Each

Unit Price Item #24: Curb Flume

DESCRIPTION: This unit price item shall include all labor and materials for the installation only of the Curb Flume in accordance with the construction drawings and the contract. This unit price is to provide the installation of the Curb Flume in the location shown on the plans.

MEASUREMENT AND PAYMENT: Curb Flume will be paid as on a per each price.

PAY ITEM PAY UNIT: Curb Flume Each

Unit Price Item #25: 12" SCH. 40 PVC Storm Pipe

DESCRIPTION: This item shall include all labor and materials to construct the 12" SCH. 40 PVC Storm Pipe as shown on the plans and in accordance with the construction drawings and the contract. Including but not limited to furnishing all materials, labor and installation of said materials, and pipe bedding.

MATERIALS: 12" SCH. 40 Storm Pipe shall be in accordance with Specification Sections 31 23 00 and 33 40 00.

MEASUREMENT AND PAYMENT: 12" SCH. 40 PVC Storm Pipe will be measured and paid for at the contract unit price per linear foot. Such payment will be full compensation for all work including but not limited to furnishing, delivering and installing the 12" SCH. 40 PVC Storm Pipe; all excavation, bedding and backfilling.

PAY ITEM PAY UNIT: 12" SCH. 40 PVC Storm Pipe Per LF

Unit Price Item #26: Atrium Drain

DESCRIPTION: This item shall include all labor and materials to construct the Atrium Drain as shown on the plans and in accordance with the construction drawings and the contract. Including but not limited to furnishing all materials, labor and installation of said materials.

MEASUREMENT AND PAYMENT: Atrium Drain will be measured and paid for at the contract unit price per each.

PAY ITEM PAY UNIT: Atrium Drain Each

Unit Price Item #27: Rip-Rap Outlets

DESCRIPTION: This item shall include all labor and materials to construct the Rip-Rap Outlets as shown on the plans and in accordance with the construction drawings and the contract. Including but not limited to furnishing all materials, labor and installation of said materials, and bedding.

MATERIALS: Rip-Rap Outlets shall be in accordance with NC DOT Standard Specifications for Roads and Structures, latest edition, and per Specification Sections 34 00 00 and 31 25 00 and per the plans.

MEASUREMENT AND PAYMENT: Rip-Rap Outlets will be measured and paid for at the contract unit price per Ton. Such payment will be full compensation for all work including but not limited to furnishing, delivering and installing the Rip-Rap Outlets all excavation, bedding and backfilling.

PAY ITEM PAY UNIT: Rip-Rap Outlets Ton

Unit Price Item #28: 5/8" Double Check Valve Assembly

DESCRIPTION: This item shall include all labor and materials to construct the 5/8" Double Check Valve Assembly and insulated enclosure as shown on the plans and in accordance with the construction drawings and the contract. Including but not limited to furnishing all materials, labor and installation of said materials.

MEASUREMENT AND PAYMENT: 5/8" Double Check Valve Assembly will be measured and paid for at the contract unit price per each.

PAY ITEM PAY UNIT: 5/8" Double Check Valve Assembly Each

Unit Price Item #29: Water Meter Box Lid Replacement and Adjustment

DESCRIPTION: This item shall include all labor and materials to replace an existing water meter lid and adjust the box as shown on the plans and in accordance with the construction drawings and the contract. Including but not limited to furnishing all materials, labor and installation of said materials.

MEASUREMENT AND PAYMENT: Water Meter Box Lid Replacement and Adjustment will be measured and paid for at the contract lump sum.

PAY ITEM PAY UNIT: Water Meter Box Lid Replacement and Adjustment Lump Sum

Unit Price Item #30: 4" SCH. 40 PVC Sleeves for Irrigation

DESCRIPTION: This item shall include all labor and materials to construct the 4" SCH. 40 PVC Sleeves for Irrigation as shown on the plans and in accordance with the construction drawings and the contract. Including but not limited to furnishing all materials, labor and installation of said materials, and pipe bedding.

MEASUREMENT AND PAYMENT: 4" SCH. 40 PVC Sleeves for Irrigation will be measured and paid for at the contract unit price per linear foot. Such payment will be full compensation for all work including but not limited to furnishing, delivering and installing the 4" SCH. 40 PVC Sleeves for Irrigation; all excavation, bedding and backfilling.

PAY ITEM PAY UNIT: 12" SCH. 40 PVC Sleeves for Irrigation Per LF

Unit Price Item #31: 4" SCH. 40 PVC Sleeves for Electrical

DESCRIPTION: This item shall include all labor and materials to construct the 4" SCH. 40 PVC Sleeves for electrical as shown on the plans and in accordance with the construction drawings and the contract. Including but not limited to furnishing all materials, labor and installation of said materials, and pipe bedding.

MEASUREMENT AND PAYMENT: 4" SCH. 40 PVC Sleeves for Electrical will be measured and paid for at the contract unit price per linear foot. Such payment will be full compensation for all work including but not limited to furnishing, delivering and installing the 4" SCH. 40 PVC Sleeves for Irrigation; all excavation, bedding and backfilling.

PAY ITEM PAY UNIT: 12" SCH. 40 PVC Sleeves for Electrical Per LF

Unit Price Item #32: Light Pole Replacement

DESCRIPTION: This item shall include all labor and materials to remove, protect, and replace an existing light pole as shown on the plans and in accordance with the construction drawings and the contract. Including but not limited to furnishing all materials, labor and installation of said materials.

MEASUREMENT AND PAYMENT: Light Pole Replacement will be measured and paid for at the contract unit price per each.

PAY ITEM PAY UNIT: Light Pole Replacement Each

Unit Price Item #33: Trees

DESCRIPTION: This item shall include all labor install Trees as shown on the plans and in accordance with the construction drawings and the contract. Including but not limited to furnishing all materials, labor and installation of said materials.

MEASUREMENT AND PAYMENT: Trees will be measured and paid for at the contract unit price per each.

PAY ITEM PAY UNIT: Trees Each

Unit Price Item #34: Shrubs

DESCRIPTION: This item shall include all labor install Shrubs as shown on the plans and in accordance with the construction drawings and the contract. Including but not limited to furnishing all materials, labor and installation of said materials.

MEASUREMENT AND PAYMENT: Shrubs will be measured and paid for at the contract unit price per each.

PAY ITEM PAY UNIT: Shrubs Each

Unit Price Item #35: 2 Lift 2" of SF9.5B Asphalt Pavement

DESCRIPTION: Perform the work covered by this unit price item including, but not limited to, construction of a surface composed of an approved aggregate material hauled to the site and placed on the trail, mixed, compacted and shaped in accordance with the lines, grades, depths and typical sections shown in the plans.

MATERIALS: Limit the amount of coarse aggregate or fine aggregate produced from crystalline limestone, crystalline-dolomitic limestone or marble to more than 50% of the total amount of coarse aggregate or fine aggregate in the asphalt mixture. Refer to NCDOT Standard Specifications for Roads and Structures and Specification Section 32 12 16.

MEASUREMENT AND PAYMENT: Asphalt Surface Course S9.5B will be paid at the contract unit price per ton for the actual number of tons of Asphalt Surface Course S9.5B which has been incorporated into the completed and accepted work. The Asphalt Surface Course S9.5B should conform to ASTM D5821, AASHTO T 304 and AASHTO T 176.

PAY ITEM PAY UNIT: Asphalt Surface Course S9.5B Ton

Unit Price Item #36: 8" Aggregate Base Course

DESCRIPTION: Perform the work covered by this unit price item including, but not limited to, construction of a base composed of an approved aggregate material hauled to the trail, placed on the trail, mixed, compacted and shaped in accordance with the lines, grades, depths and typical sections shown in the plans.

MATERIALS: Refer to NCDOT Standard Specifications for Roads and Structures, Specification Section 32 12 16 and as shown on the plans.

MEASUREMENT AND PAYMENT: 8" Aggregate Base Course will be paid at the contract unit price per ton for the actual number of tons of 8" Aggregate Base Course which has been incorporated into the completed and accepted work.

PAY ITEM PAY UNIT: 8" Aggregate Base Course Ton

Unit Price Item #37: Pavement Markings

DESCRIPTION: Perform the work covered by this unit price item including, but not limited to, installation of pavement markings as shown on the plans.

MATERIALS: Markings shall be painted as indicated on the contract drawings.

MEASUREMENT AND PAYMENT: Pavement Markings will be paid at the contract lump sum.

PAY ITEM PAY UNIT: Pavement Markings Lump Sum

END OF SECTION 01 22 00

SECTION 01 23 00 ALTERNATES

PART 1 - GENERAL

1.0 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the Alternates work, as indicated on the drawings, as specified herein or both except as for items specifically indicated as "NIC ITEMS". Contractors are responsible for payment of all applicable fees and taxes in association with their contract.

1.0 USE OF ALTERNATES

- A. Submit alternate/base bid proposals as described herein and in the "Bid Form" stating the total difference in cost to the stipulated Lump Sum Bid for adding or deducting the following alternates to that specified and/or shown on the drawings.
 - 1. Include all applicable omissions, additions, and adjustments of all other applicable trades as required.

1.1 DESCRIPTION OF UNIT PRICES (See Bid Form)

- A. Include on the Form of Proposal the proposed Base Contract Sum, which shall represent the total cost of the Work, including all allowances but excluding all alternates. Also show separately on the Form of Proposal the amounts proposed to be added to or deducted from the Base Contract Sum if the Owner accepts particular alternates.
- B. The contractor shall submit, on the bid form, a unit cost for providing all materials and labor required for construction of each item complete and in-place ready for use in accordance with the drawings and specifications.
- C. Limits of Base Bid and Alternates: Alternates are outlined below for the purpose of overall coordination. Note: all contractors shall include in the base bid amounts any and all expense anticipated for the project including all taxes and fees.
- D. The Owner reserves the right to accept any alternate and to amend the Contract accordingly, provided the order to proceed with such alternative Work is issued within 30 days after execution of the Contract.

PART 2 - PRODUCTS

2.1 SCHEDULE OF ALTERNATES

- A. Add/Alternate #1 – Asphalt Paving of Greenway: - Provide an add alternate, lump sum bid price to provide asphalt paving of approximately 2,340-lf of 10' wide paved greenway from the trail head to the connection at Sherwood Drive as shown on the contract documents. Add Alternate #1's scope of work includes installation of asphalt pavement on stone base placed by Owner, and final dressing of shoulders as indicated on the drawings, the bid forms and as specified herein.

2.2 ACCEPTABLE MANUFACTURERS AND MATERIALS

- A. The bidder shall utilize all materials and products specified for the base bid in all of the construction, or pre-approved equal.

PART 3 - EXECUTION

3.0 MANUFACTURER'S RECOMMENDATIONS

- A. Conduct work in strict accordance with manufacturer's printed standards, recommendations and specifications.

END OF SECTION 01 23 00

SECTION 01 26 00 -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 the following:
 - 1. 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.
 - 2. 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.

- B. An alternative method to price the changes in the work is to utilize current "Mean's Cost Data".
- C. Profit and Overhead shall not exceed ten percent (10%) of the cost of the changes to the Work.
- D. Use Proposal Request Form provided by Owner. 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.
- E. 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.
- F. After all parties have signed "The Proposal Request Form", it shall be the Contractor's authorization to proceed with the changes to the Work.
- G. 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 full executed, a copy shall be forwarded to the Consultant and to the Contractor for their files.

END OF SECTION 01 26 00

SECTION 01 29 00 - 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 "Unit Prices" for administrative requirements governing use of unit prices.
 - 2. Division 1, of the Technical Specifications Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 1, of the Technical Specifications Section "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.
 - 2. Submit the Schedule of Values to the Consultant at earliest possible date but no later than fourteen (14) calendar days before the date scheduled for submittal of initial Applications for Payment.
 - 2. 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 line item for each of the Technical Specifications Section and line item for potential billing against the Construction Contingency Allowance.
 - 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. EPM Number if applicable
 - e. Contractor's name and address.
 - f. 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 subcontractors.
 - d. Name of manufacturer or fabricator.
 - e. Name of suppliers.
 - 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.
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 as required. Note, payment for items stored offsite shall be considered on a case-by-case basis, and the determination of whether those items are eligible for a payment on a pay application shall be at the discretion of the Owner or Owner’s representative.
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. Closeout documentation: Provide a separate line item in the Schedule of Values for close out documentation as set forth in the Supplementary Conditions.
9. 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.
10. 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.
 - 2. Contractor Coordination Drawings are required within 60 calendar days of the issued Notice-to-Proceed. Failure to provide requirements shall result in delays of Application for Payment.
- 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 Town 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 shall retain five (5%) percent of each payment to up fifty (50%) percent completion of the Contract.
 - a. The Owner shall not retain more than five percent (5%) of any periodic payment due 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 stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored 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 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:
 - 1) 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.
 - 1) 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 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.

- 2) 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.
 - 3) 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 remedied, disputed work, or third-party claims filed against the Owner or reasonable evidence that a third-party claim will be filed.
4. Provide a separate line item in the Schedule of values for close out documentation as set forth in the Supplementary Conditions.
- F. Transmittal: Submit one (1) signed and notarized electronic copy via email of each Application for Payment to 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 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 performed, and a contact name.
 7. "As-Builts" Drawings and all other specified closeout documents.
 8. Maintenance and Operation instructions and guarantees.
- J. Final Payment Application: Submit three originals 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 have 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 performed.
 7. Certificates from all local and State Governing Agencies as required by Law.
 8. Final liquidated damages settlement statement.

9. List of Subcontractors 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 Form VI
11. Final Sales Tax Form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - 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 "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
 - 2. Division 1, of the Technical Specifications Section "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 "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.
 3. Refer to Division 23, of the Technical Specifications Section "Basic Mechanical Materials and Methods" and Division 26, of the Technical Specifications Section "Basic Electrical Materials and Methods" for specific Coordination Drawing requirements for mechanical and electrical installations.
- B. Staff Names: Fourteen days prior to the Pre-Construction conference, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.6 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 and 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 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.
 - g. 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.

E. Progress Meetings: Conduct progress meetings at a minimum of once per month. Coordinate dates of meetings with preparation of payment requests.

1. 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.

- a. 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.
 - b. 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
3. 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.

1.7 REQUESTS FOR INTERPRETATION (RFI's)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFI's shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project Name
 2. Date

3. Name of Contractor
 4. Name of Consultant.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Format: Contractor's standard form, submitted as hard-copy or PDF electronic submittal.
- D. Standard Form
1. Identify each page of attachments with the RFI number and sequential page number.
- E. Consultant's Action: Consultant will review each RFI, determine action required, and return it. Allow seven (7) working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of substitutions.
 - b. Requests for coordination information already indicated in the Contract Documents.
 - c. Requests for adjustments in the Contract Time or the Contract Sum.
 - d. Requests for interpretation of Consultant's actions on submittals.
 - e. Incomplete RFIs or RFIs with numerous errors.
 2. Consultant's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Consultant's action on RFI's that may result in a change to the Contract Time or the Contract Sum does not constitute an approval to proceed with the additional Work. Contractor must submit a Change Proposal and receive written approval to proceed according to Division 1 Section "Contract Modification Procedures".
 - a. If Contractor believes the RFI response warrants a change in the Contract Time or the Contract Sum, notify Consultant in writing within five (5) days of receipt of the RFI response.
- F. On receipt of Consultant's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log biweekly. Include the following:
1. Project Name

2. Name and address of Contractor.
3. Name and address of Consultant.
4. RFI number including RFI's that were dropped and not submitted.
5. RFI description
6. Date the RFI was submitted.
7. Date Consultant's response was received.
8. Identification of the related Minor Change in the Work, Construction Change Directive and Proposal Request as appropriate.
9. Identification of related Field Order, Work Change Directive and Proposal Request as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - 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 "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 1, of the Technical Specifications Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 1, of the Technical Specifications Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 1, of the Technical Specifications Section "Quality Requirements" for submitting a schedule of tests and inspections.
 - 5. Division 1, of the Technical Specifications Section "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 data shall be submitted for any change of construction personnel.
- B. Preliminary Construction Schedule: Submit three printed copies; one a single sheet, of

the Preliminary Construction Schedule.

- C. Contractor's Construction Schedule: Submit three printed copies 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 two copies at monthly intervals.
- E. Submittals Schedule: Submit three copies 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 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.
- B. Activities: Treat a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities by number of days to complete.
 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 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. Startup and Testing Time: Include number days for startup and testing.
 5. 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.
- D. 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.
- E. 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: 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 60 days of construction. Include skeleton diagram for the remainder of the Work.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of Subcontractors at Project site.
 - 2. List of separate Contractors at Project site.
 - 3. Approximate count of personnel at Project site.

4. High and low temperatures and general weather conditions.
5. Accidents.
6. Meetings and significant decisions.
7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Services connected and disconnected.
10. Equipment or system tests and startups.
11. Visitors to the site
12. Activities accomplished that day

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At weekly 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 01 32 00

SECTION 01 33 00 - 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 "Payment Procedures" for submitting Applications for Payment.
 - 2. Division 1, of the Technical Specifications Section "Project Management and Coordination" for submitting Coordination Drawings.
 - 3. Division 1, of the Technical Specifications Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule
 - 4. Division 1, of the Technical Specifications Section "Photographic Documentation" for submitting periodic construction photographs.
 - 5. Division 1, of the Technical Specifications Section "Quality Requirements" for test and inspection reports and Delegated-Design Submittals and for erecting mockups.
 - 6. Division 1, of the Technical Specifications Section "Closeout Procedures" for submitting warranties Project Record Documents and operation and maintenance manuals.
 - 7. Division 1, of the Technical Specifications Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 8. Division 1, of the Technical Specifications Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

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 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 related specification section/number and 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 6 blue- or black-line prints 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. 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 01 33 00

SECTION 01 40 00 - 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 "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Division 1, of the Technical Specifications Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 2 through 48, 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 Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests

and inspections to be performed.

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 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. Testing Agency Responsibilities: Cooperate with Consultant and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. In the event there is a need for the Contractor to have testing performed.
 - 2. Notify Consultant and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 3. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- G. 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.
- H. 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.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 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 01 40 00

SECTION 01 50 00 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. Sewers and drainage.
 - 2. Water service and distribution.
 - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 4. Electric power service.
 - 5. Lighting.
- D. Support facilities include, but are not limited to, the following:
 - 1. Temporary roads and paving.
 - 2. Dewatering facilities and drains.
 - 3. Project identification and temporary signs.
 - 4. Waste disposal facilities.
 - 5. Storage and fabrication sheds.
 - 6. Lifts and hoists.
 - 7. Construction aids and miscellaneous services and facilities.
- E. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Stormwater control.
 - 3. Tree and plant protection.
 - 4. Pest control.
 - 5. Site enclosure fence.
 - 6. Security enclosure and lockup.
 - 7. Barricades, warning signs, and lights.
 - 8. Temporary enclosures.
 - 9. Temporary partitions.

10. Fire protection.

F. Related Sections include the following:

1. Division 1, of the Technical Specifications Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
2. Division 1, of the Technical Specifications Section "Execution Requirements" for progress cleaning requirements.

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. Owner's construction forces.
 2. Occupants of Project.
 3. Consultant.
 4. Testing agencies.
 5. Personnel of authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.
- C. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.
- D. 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.
- E. Communications: Pay all charge associated with communications.
- F. Streets, Sidewalks, and Temporary Easements: Pay all charges associated with the Work where charges will occur.

1.5 SUBMITTALS

- A. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

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

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
 - 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. 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 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if indicated on the plans and/or specifications. Provide materials suitable for use intended.
- B. Chain-Link Fencing: Minimum 2-inch , 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8- inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails.
- C. Water: Potable.

2.2 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.
- 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.
- F. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 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 cannot be used, the Contractor shall consult and coordinate with the Consultant and Owner to secure, as necessary, 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. Subparagraph below may be excessive for small- and medium-size projects.
 - 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. Heating and Cooling: Provide temporary heating and cooling as required by construction activities.
- D. 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.
- E. 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.
- F. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities.
 - 1. At each telephone, post a list of important telephone numbers in Spanish and English.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Consultant's office.
 - e. Engineers' offices.
 - f. Owner Representative's office.
 - g. Principal subcontractors' field and home offices.

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.
- B. Temporary Roads and Paved Areas: If applicable/as needed, construct and maintain temporary roads and paved areas to avoid damage to the site. Locate temporary roads and paved areas in same location as permanent roads and paved areas. If applicable, extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
- C. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- D. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs. The General Contractor shall provide one construction sign. The construction sign shall be installed within the first two weeks of construction and shall be removed when the project is substantially complete. The sign shall be as follows:
- a) Project Name
 - b) Town of Huntersville Park and Recreation Department
 - c) Name of Contractor
 - d) *Plans and Specifications prepared by: Dewberry, Inc.*
 - e) *In case of Emergency, call: John Doe at 888-888-8888*
 - f) Letter sizes to be as shown on the detail. All lettering shall be Optima Semi- Bold typeface.
 - g) Location shall be approved by Consultant.
 - h) Sign shall be constructed of marine grade $\frac{3}{4}$ inch plywood, size per detail, 4x4 post(s). The sign shall be single-sided with the plywood on one side.
 - i) The colors:
 - Top Panel/Border-Pratt & Lambert Yale Blue Middle
 - Panel- Pratt & Lambert Silver Mink #2291 Bottom
 - Panel- Pratt & Lambert Old Mystic #2286 All other
 - letters- 3M White #7216
- E. 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.
- F. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved.

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.
- C. Tree and Plant Protection: Comply with the plans and specifications for protection.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
- F. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- G. Temporary Fire Protection:
 - 1. Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

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.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- B. Temporary Facility Changeover: Except for using permanent fire protection as soon as available. Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- C. 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. Owner reserves right to take possession of Project identification signs.
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 01 50 00

SECTION 01 60 00 - 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.
- B. Related Sections include the following:
 - 1. Division 1, of the Technical Specifications Section "Alternates" for products selected under an alternate.

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, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. 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 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
- 4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies 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 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.
- B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

PART 2 - PRODUCTS: (NOT USED)

PART 3 - EXECUTION: (NOT USED)

END OF SECTION 01 60 00

SECTION 01 70 00 – EXECUTION AND CLOSEOUT 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 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1, of the Technical Specifications Section "Submittal Procedures" for submitting surveys.
 - 3. Division 1, of the Technical Specifications Section "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 "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.

1.3 SUBMITTALS

- A. Qualification Data: For land surveyor 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.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two copies signed by land surveyor or professional engineer as required.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A licensed professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS: (NOT USED)

PART 3 - EXECUTION:

3.1 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

- A. 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.
- B. 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 days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Consultant's and Owner's written permission.
- C. 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.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. 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.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to

its original condition.

- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.

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 7 days during normal weather or 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 in 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 manufacturer's 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 01 70 00

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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 01 74 19

SECTION 01 77 00 - 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-Built 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 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 1, of the Technical Specifications Section "Construction Progress Documentation" for submitting Final Completion construction photographs and negatives.
 - 3. Division 1, of the Technical Specifications Section "Construction Waste Management" method of disposal of construction waste.
 - 4. Division 1, of the Technical Specifications Section "Execution Requirements" for progress cleaning of Project site.
 - 5. Division 1, of the Technical Specifications Section "Project Record Documents".
 - 6. Division 1, of the Technical Specifications Section "Operation and Maintenance Data".
 - 7. Divisions 2 through 48, of the Technical Specifications Sections for specific closeout and special cleaning requirements for products of those Sections.

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-Built" drawings, operation and maintenance manuals, Final Completion construction photographs and photographic negatives if required, damage or settlement surveys, property surveys, and similar final record information.
 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. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup.
 14. 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 30 calendar days of the date of Substantial Completion, the liquated 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 inspections for the project to achieve Substantial Completion, the Contractor shall pay for the Consultant's time and expensive.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies 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-Built" Drawings, and Warranties as indicated in Division 1, of the Technical Specifications Section Project Record Documents. Use Division 1, of the Technical Specifications Section "Project Record Documents".

1.7 OPERATION AND MAINTENANCE MANUALS

- A. See Section "Operation and Maintenance Manuals" for additional Information.

1.8 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 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 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. 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 01 77 00

SECTION 01 78 39 - 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 "Closeout Procedures" for general closeout procedures.
 - 2. Division 1, of the Technical Specifications, Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. 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 two sets of marked-up As-Built Drawings to the Consultant for the Consultant to prepare the Record Drawings.
- B. Record Specifications: Submit two copies of Project's marked up Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit two 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-BUILT'S 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 sections of the Technical Specifications 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 01 78 39

SECTION 02 41 13 – SELECTIVE SITE DEMOLITION

PART 01 - GENERAL

- 1.01 Work Included:
The work covered by this section consists of the complete demolition, removal and disposal of existing corrugated metal pipe, section of asphalt paving and removal of existing vegetation and curb and gutter as shown on the construction drawings.
- 1.02 Related Work:
Earthwork (31 00 00)
- 1.03 Codes and Permits:
Conform to applicable codes and secure and pay permits.
- 1.04 Measurement and Payment:
A. There shall be no separate measurement for any clearing operations, as it is a lump sum payment item.
B. Payment for work under this section shall be paid for as a lump sum on the bid form.

PART 02 - PRODUCTS

Not applicable

PART 03 - EXECUTION

- 3.01 Utilities:
Locate all existing active utility lines traversing the site and determine the requirements for their protection. Preserve in operating conditions all active utilities adjacent to or traversing the site and/or designated to remain.
- 3.02 Disposal:
Unless otherwise indicated, all materials recovered during their demolition shall become the property of the Contractor, removed from the site, and properly disposed of by the Contractor. The site shall be left in a neat, orderly condition as found prior to demolition.

END OF SECTION 02 41 13

SECTION 03 30 00 – CAST-IN-PLACE CONCRETE

PART 01 - GENERAL

1.01 Related Documents:

The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements, that apply to the work specified in this section.

1.02 Description of Work:

A. Work Included in This Section:

Provide site concrete pavement, curbs and walks.

B. Related Work Specified Elsewhere:

Fine Grading (31 22 16)

Town of Huntersville Land Development Standards for concrete sidewalks

Appropriate Divisions of NCDOT Standard Specifications for concrete.

PART 02 - PRODUCTS

2.01 Ready-Mixed Concrete

A. Cement: ASTM C-150, normal Type 1

B. Admixtures:

1. Air entraining: ASTM C-260

2. Chemical: Type (as required) ASTM C-494

C. Coarse aggregate: Not less than 50% clean, hard, crushed stone conforming to requirements of Table 2, size number 467 ASTM C-33.

D. Slump 5 in. maximum; plus tolerance 0, minus tolerance 1 in.

E. Air content: 5% + 1.5%

F. Mix proportioning:

1. 28 day compressive strength of most cured laboratory samples 3,600 PSI.

2. Minimum cement content 5 sacks/cubic yard.

G. Curing Material: Liquid membrane, ASTM C-309, Type 1.

H. Mixes:

1. ASTM C-94

2. Mix concrete only in quantities for immediate use.

3. Do not retemper or use set concrete.

I. Fiber Reinforcement: Macro-Synthetic concrete fiber at 1.5 lbs/cy fibrillated concrete fibers 100 percent virgin polypropylene and designed for use in concrete paving, complying with

ASTM C 1116/C 1116M, type III, ½ to 1 ½ inches long.

2.02 Formwork and Accessories

- A. Formwork: Matched, tight fitting and adequately stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of concrete, conform with ACI 347, Chapter 3, Material and Form Work.
- B. Lumber:
 - 1. Softwood framing lumber: Kiln dried, PS-20.
 - 2. Boards less than 1-1/2" thick and 2 in. wide, used for basic forms: kiln dried.
 - 3. Grade marked by grading rules agency approved by American Lumber Standards Committee.
 - 4. Light framing or studs for board or plywood forms, 2 in. to 4 in. width and thickness Construction Standard grade.
 - 5. Boards for basic forms Construction Standard grade.
 - 6. Board surface: smooth.
- C. Form coatings:
 - 1. Non-staining type
 - 2. Agent: Pine oil derivative

2.03 Expansion and Contraction Joints

- A. Minimum 1/2-inch-thick asphaltic impregnated fiberboard as per ASTM D-1751.
- B. Contractor shall submit Joint Sealants for use in paving for approval.
- C. Bituminous Expansion material shall be placed against all existing firm surfaces.

2.04 Other

- A. Water: Clean and potable.

PART 03 - EXECUTION

3.01 Preparation For Pours

- A. Notify the Consultant and other inspectors at least 36 hours prior to construction.
- B. Equipment forms and reinforcing shall be clean and wet down, reinforcing firmly secured in place, runways set up and not resting on or displaying reinforcing.

3.02 Placing Concrete

- A. Place concrete, screed and wood float surfaces to a smooth and uniform finish, free of open texturing and exposed aggregate.

- B. All surfaces to have a light broom finish.
- C. Round all edges, including edges of expansion and contraction joints, with 1/2 inch radius edging tool.
- D. Ensure finished surfaces do not vary from true lines, levels or grade by more than 1/8 inch in 10 feet when measured with straight edge.
- E. Apply curing compound on finished surfaces immediately after placement. Apply in accordance with manufacturer's recommendations.

3.03 Control Joints

- A. Transverse and Longitudinal sawed joints shall be constructed to a minimum depth of 1/4 the slab thickness x 1/8" width and at a spacing of not more than 2 times the slab thickness converted into feet.

3.04 Protection of Completed Work

During curing period, protect concrete from damaging mechanical disturbance, water flow, loading, shock and vibration.

3.05 Combination Concrete Curbs and Gutters.

- A. General. Combination concrete curbs and gutters shall be provided where indicated and shall be constructed to sizes and shapes shown.
- B. Placing of concrete in the forms shall be done in a manner that will prevent segregation. Concrete shall be tamped or vibrated sufficiently to bring the mortar to the surface and prevent honeycombs.
- C. Joints. Contraction joints shall be spaced at 10-foot intervals, except that a 15 foot spacing may be used when a machine is used or when satisfactory support for the face form can be obtained without the use of templates at 10 foot intervals. Joint spacing may be altered at the discretion of the Consultant to prevent uncontrolled cracking. Contraction joints may be installed by the use of templates or formed by other approved methods. Where such joints are not formed by templates, a minimum depth of 1 1/2" shall be obtained. All contraction joints shall be filled with joint sealer. Expansion joints shall be spaced at 40-foot intervals, and adjacent to all rigid objects. Bituminous Expansion material shall be placed against all existing firm surfaces.
- D. Finishing. Exposed surfaces of all curbs and gutters shall be finished smooth and even by means of rollers, floats and similar tools. Edges shall be tooled as shown. All joints and edges shall be straight and neatly finished. Forms shall remain in place until they can be removed without injury to the finished work. When the forms are removed, the concrete shall be rubbed down to a smooth and uniform finish. Plastering will not be permitted; damaged sections shall be removed and replaced at Contractor's expense.

3.06 Concrete Vertical Curbs.

- A. General. Concrete vertical curbs shall be provided where indicated on the plan and shall be constructed to size and shape as shown.

- B. Curbs may either be formed or machined, but shall be placed in a manner that will prevent segregation.
- C. Joints. Contraction joints shall be spaced at 10-foot intervals, except that a 15 foot spacing may be used when a machine is used or when satisfactory support for the face form can be obtained without the use of templates at 10 foot intervals. Joint spacing may be altered at the discretion of the Consultant to prevent uncontrolled cracking. Contraction joints may be installed by the use of templates or formed by other approved methods. Where such joints are not formed by templates, a minimum depth of 1 1/2" shall be obtained. All contraction joints shall be filled with joint sealer. Expansion joints shall be spaced at 40 foot intervals, and adjacent to all rigid objects.

3.07 Concrete Paving, Steps and Walks. Concrete construction shall conform to applicable requirements of Division 3, unless otherwise specified herein or indicated on drawings. Concrete shall be air entrained type with 28-day compressive strength of 3,600 psi unless otherwise indicated on drawings.

- A. General. Concrete walks, paved areas, and steps shall be provided in accordance with typical details shown on drawings.
- B. Subgrade. The subgrade shall be excavated to a sufficient depth parallel to the surface of the pavement or walk to allow the placing of the concrete. All unsuitable materials for a foundation shall be removed and depressions filled with suitable materials. The entire subgrade shall be mechanically tamped in layers not exceeding 6 inches in thickness. On fill provide a shoulder of at least 18 inches beyond the edge of the concrete.
- C. Forms. Substantial and suitable forms of wood or metal shall be furnished and used by the Contractor. The forms shall be straight and clean. They shall be firmly

staked to the lines and grades indicated; their upper edges shall conform to the finished grades shown on plans. After the concrete is sufficiently set, the Contractor shall remove the forms in such a manner as not to injure the concrete.
- D. Concrete shall be deposited on the foundation, compacted and struck off with a template. The surface shall be evenly finished with wood float and trowel.
- E. Finish. After floating and troweling have been completed, concrete shall be lightly brushed with a stiff Tampico broom leaving a uniform, non-skid finish. When the concrete has set sufficiently, the edges of the concrete shall be carefully tooled (with an approved metal edging tool) to a 1/4 inch radius.
- F. Joints shall conform to details shown on drawings or as directed by Consultant. Joint width shall be as specified in detail, no less than one inch deep, spaced as shown on drawings.
- G. Curing and Protection. Curing shall conform to requirements of Section 700-14 of NCDOT Standard Specifications for Roads and Structures. After finishing of concrete has been completed, it shall be protected from pedestrian traffic for 3 days and from vehicular traffic for 10 days.

3.08 Clean Up

- A. Remove all debris and excess material immediately from project site.

- B. Take down all barricades and signs only after all work included in this Section is finished and inspected.
- C. Leave project area neat, orderly and free of any hazardous conditions.

END OF SECTION 03 30 00

SECTION 31 00 00- EARTHWORK

PART 01 - GENERAL

- 1.01 Related Documents:
The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.
- 1.02 Description of Work: Cutting, filling, and compaction of soil for construction of a ten (10) foot wide asphalt greenway with associated storm drainage, segmental retaining wall, and appurtenances.
- 1.03 Work Included in This Section:
Stripping, stockpiling, and redistribution of topsoil, rough grading, rock removal, and excavation of the site.
- 1.04 Related Work Specified Elsewhere: Sedimentation
and Erosion Control (31 25 00) Site Clearing (31
11 00)
Concrete (03 30 00)
NCDOT Division 2 - Earthwork
- 1.05 Existing Conditions:
- A. Acceptance:
Contractor is required to accept actual conditions at site and do work specified without additional compensation for possible variation from grades and conditions shown, whether surface or subsurface. All grading work shall be unclassified except for rock and unsuitable soil as described herein and in Section 31 23 10.
- 1.06. Protection:
- A. Benchmarks and Monuments:
Maintain carefully all benchmarks, monuments and other reference points. If disturbed or destroyed, replace as directed. If found at variance with the drawings, notify the Engineer before proceeding to lay out work.
- B. Protection of Existing Work Remaining:
All existing curbs, sidewalks and paving damaged in performance of this work shall be restored without extra cost to the Owner in the manner prescribed by authorities having jurisdiction.
- C. Tree Preservation and Protection:
During all phases of earthwork and site grading, the Contractor shall comply with Section 31 13 00.

PART 02 - PRODUCTS

2.01 MATERIALS

- A. Topsoil:

Topsoil shall be as defined in Section 32 93 00, Part 02, B. Topsoil may or may not be required to be imported to the site. Topsoil shall come from stockpiles of topsoil excavated on site or from an off-site borrow pit approved by the Designer of Record, prior to importing.

2.02 Surplus Material:
Remove and legally dispose of unsuitable materials and surplus excavated materials from the site.

2.03 Fill Material:
Material as approved by the Owner's geotechnical engineer for fill shall be free from roots, wood or other organic material. Earth used for fill under floor slabs and other surfaced areas shall be approved by laboratory tests. Stones larger than 4" maximum dimension shall not be used in the upper 6" of fill or embankment. Use suitable excavated material for required fills and backfills. Provide any additional fill material as necessary to produce the required grades. The testing laboratory will determine the suitability of all materials to be used as fill.

PART 03 - EXECUTION

3.01 Inspection:
Examine the areas and conditions under which earthwork and site grading is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 Testing:

- A. Laboratory:
The Owner shall employ services of a testing laboratory to perform tests required under this section.
- B. Quality Control Testing During Construction:
It is the responsibility of the Contractor to notify the Engineer and the testing lab at appropriate times when testing is required. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.
- C. Perform field density tests in accordance with ASTM D-698.
- D. Make field density tests for areas which are proof-rolled as requested by the Owner.
- E. In each compacted fill layer, make one field density test for every 2500 sq. ft. of overlaying paved area, but in no case less than three (3) tests.

3.03 Stripping, Stockpiling, and Distributing of Topsoil:

- A. Conditions:
This work shall be carried out when dry weather exists and the topsoil is reasonably loose and dry.
- B. Extent:
Remove topsoil and unsuitable structural soil to its entire depth from the areas within lines 10 feet outside of foundation walls of buildings and from areas to be occupied by walks, steps, paving, and from cut and filled areas.

- C. Stockpiling:
Temporarily pile topsoil in designated or approved locations where it will not interfere with building or utility operations. Stockpiles shall be of such size and shape as will keep loss of topsoil by erosion and wind to a minimum. In no case will stockpiles violate the provisions of Section 31 13 00 - Tree Preservation and Protection.

3.04 Site Grading:

- A. Grades:
Do all cutting, filling, compacting of fills and rough grading required to bring the entire area outside of building to sub-grades as follows:

For surface areas (roadways, parking areas, steps and walks) to the underside of the respective surfacing or base course, as fixed by the finished grades therefore.

For lawn and planted areas, to 4" min. below finished grade, or as indicated on grading plan.

- B. Fills:
Where fill is required to raise the existing grades outside of building areas to the new subgrade elevation indicated, such fill shall be of earth, placed compacted as specified.

Remove all debris subject to termite attack, rot or corrosion, and all other deleterious materials from areas to be filled. Prior to placing fill material, the surface of the ground shall be scarified to a depth of 6" and the moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material.

Place the material in successive horizontal layers in loose depths for the full width of the cross section. Deposit fill in layers no more than 6" thick under surfaced areas where compacting fill and 12" thick under lawn and planted areas. Against retaining walls, compact fills in 6" lifts for a distance of 8 feet outside of such walls.

Compact each layer of fill under walks, drives, and parking areas by rolling or tamping to 95 percent density as defined by ASTM D-698. Compaction shall be accomplished by the use of power rollers, machine tampers, or other approved mechanical equipment. If necessary, soil shall be moistened, or allowed to dry to the correct moisture content before compaction. Do not deposit any fill on a subgrade that is muddy, frozen, or containing frost. Compact fills under lawns and planting areas to the compaction of 90% Standard Proctor Dry Density by routing spreading equipment uniformly over the area up to 18" below finished grade. From 18" below finished grade to finished grade, place subsoil and topsoil loosely, light tamping only to limit settlement.

Testing service must inspect and approve all subgrades and fill layers before further construction work is performed thereon.

- C. Rock Excavation:
See Section 31 23 10 for rock excavation and disposal.
- D. Unsuitable Soils:
See Section 31 23 00 for unsuitable soil removal and disposal.

3.05 Field Quality Control:

- A. Rough Grading:
Rough grading of all areas within the project, including excavated and filled sections and adjacent transition areas, shall be reasonably smooth, compacted, and free from irregular surface changes. Provide roundings at top and bottom of banks and at other breaks in grade. The degree of finish shall be that ordinarily obtainable from either blade-grader or scraper operations, except as otherwise specified.
- B. Tolerances:
The finished subgrade surface generally shall be not more than 0.5 foot above or below the established grade or approved cross section, with due allowance for topsoil, sod and pavement depth; the tolerance for areas within 10 feet of buildings and all areas to pave shall not exceed 0.10 foot above or below the established subgrades.
- C. Drainage Slope:
All ditches, swales and gutters shall be finished to drain readily. The subgrade shall be evenly sloped to provide drainage away from building walls in all directions at a grade not less than 2%.

3.06. Maintenance:

- A. Protection of Graded Areas:
Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances. Remove all softness or disturbed material and replace in compacted areas.
- B. Reconditioning Compacted Areas:
Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3.07 Redistribution of Topsoil:

Spread stored or imported topsoil to a depth of 4" minimum over graded areas to be planted with grass, additional for landscape planting areas. See Section 32 92 00 and 32 93 00 for specific instructions. If additional stockpile remains after spreading to specified depths, remainder of stockpile shall be utilized and spread on-site as either additional topsoil depth or as landscape berms as directed by the Owner's Representative.

After topsoil is spread, remove all hard lumps of clay, stones over 1/2" in diameter, roots, limbs and other deleterious matter which would be harmful, or prevent proper establishment and/or maintenance of lawn and planting area.

END OF SECTION 31 00 00

SECTION 31 13 00 – SELECTIVE TREE AND SHRUB REMOVAL AND TRIMMING

PART 01 - GENERAL

1.01 Related Documents

The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.

1.02 Description of Work:

Work Included in This Section:

Construction of Tree Protection Barricades, Replacement of Damaged Trees, Pruning.

Related Work Specified Elsewhere:

Temporary Chain Link Fencing (Section 01 50 00)

Site Clearing and Grubbing (Section 31 11 00)

Earthwork (Section 31 00 00)

PART 02 - PRODUCTS

2.01 Materials:

Tree Protection Barricades:

Barricades shall be as shown on the approved plans and details.

PART 03 - EXECUTION

3.01 Barricades:

Barriers shall extend around trunk as shown on Tree Protection Detail. They shall encompass the trees with a radius of not less than one foot (1') for every one inch (1") of trunk diameter unless otherwise detailed. Deviations from this must be approved on an individual basis by the Owners Representative. All tree protection barriers shall be installed prior to any grading or other land disturbing activity. They shall be constructed from any material substantial enough to designate the protected area and to protect the roots, trunk, and crown of the tree. Example: 2 x 4 standards and 1 x 4 rails; 3' high orange safety fencing, etc.

3.02 Fill Around Existing Trees to Remain:

Fill dirt placement within the drip lines of trees to remain shall be minimized to the maximum extent practicable, and shall be no deeper than six inches (6") within the drip line of the tree without prior approval of Designer of Record or Owner's arborist.

3.03 Clearing Within Protected Root Zone:

In the protected root zone, any stumps, dead trees and shrub growth to be removed shall be cut flush or ground out. Stump grinding will be accomplished with equipment and methods acceptable in normal arboricultural operations. All holes will be backfilled completely the same day of the operation. Stumps to be ground out will be designated by the Owners Representative. No grubbing is permitted in the root zone areas.

3.04 Tree Damage:

Climbing irons, spurs or spikes shall not be used on trees to be pruned. Any tree damage caused by the Contractor is to be repaired immediately at no additional expense to the satisfaction of the Owner and Designer of Record. Any damages resulting in the disfigurement and/or shortened life expectancy of a tree will be evaluated by the Designer of Record and/or Owner's arborist. The entire value of the tree will be pro-rated by the loss of life expectancy and that value assessed to the Contractor. Trees damaged beyond repair, as judged by the Designer of Record and/or Owner's arborist, are to be removed at no expense to the Owner, and replaced by trees of size and species designated at no additional expense to the Owner; or the dollar value of such damaged trees as determined by the Designer of Record and/or Owner's arborist is deducted from the monies owed the Contractor.

3.05 Replacement of Damaged Trees:

Trees that die as a result of the Contractor's negligence to these specifications shall be removed and replaced in accordance with the following table under the direction of the Owners Representative.

DEAD OR DYING TREE	NEW TREE
Less than 12 inches DBH	1 - 4" caliper trees
12 - 20 inches DBH	2 - 4" caliper trees
20 - 28 inches DBH	3 - 4" caliper trees
28 - 36 inches DBH	4 - 4" caliper trees
Above 36 inches DBH	5 - 4" caliper trees

All planting shall be in accordance with these specifications.

3.06 Discontinuance of Work:

Any practice obviously hazardous to people or harmful to the trees, as determined by the Owner or Architect, shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

3.07 Root Pruning:

Root pruning shall be kept to an absolute minimum. Root pruning shall be started within 15 days after the award of the contract and shall be completed within 15 days after starting work. The cut is to be made no more than 6" behind the back of the curb. The cut shall be made to a depth of two feet below the soil surface. The roots shall be cut cleanly leaving a smooth surface. All cut surfaces of roots two inches or larger in diameter shall be covered immediately with tree wound dressing of the type used and approved by professional Arborist. Root pruning equipment shall be kept sharp to ensure that roots are cut cleanly and are not broken or torn by dull or unsuitable equipment. Root pruning shall be done in the presence of the Owners Representative.

3.08 Clean Up:

Remove all barriers upon completion of project and fill the holes with suitable soil and restore area to original condition.

END OF SECTION 31 13 00

SECTION 31 22 16- FINE GRADING

PART 01 - GENERAL

1.01 Related Documents:

- A. Drawings and general provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

1.02 Work Included:

- A. Provide all labor, materials, necessary equipment and services to complete the Fine Grading work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

1.03 Related Work:

- A. Earthwork - Section 31 00 00
- B. Turf and Grasses - Section 32 92 00

1.04 Site Inspection:

- A. The contractor shall visit the site and acquaint himself with all existing conditions. The contractor shall be responsible for his own subsurface investigations, as necessary, to satisfy requirements of this Section. All subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the Town's Representative.

1.05 EXISTING CONTOURS:

- A. Obtain drawings showing proposed final grading from Town's Representative.
- B. Verify that contours and grades established during rough grading and earthwork are within two tenths (.2) of a foot of proposed grades shown on grading plans. Make whatever corrections and/or repairs necessary to make finish grades consistent with the requirements of the grading drawings and specifications.

1.06 Utilities:

- A. Before starting site operations verify that the earlier contractors have disconnected all temporary utilities which might interfere with the fine grading work.
- B. Locate all existing, active utility lines traversing the site and determine the requirements for their protection. Observe in operating condition all active utilities adjacent to or traversing the site that are designated to remain.
- C. Observe rules and regulations governing respective utilities in working under requirements of this section. Adequately protect utilities from damage, remove or relocate as indicated, specified or required. Remove, plug or cap inactive or abandoned utilities encountered in excavation. Record location of active utilities.

1.07 Quality Assurance:

- A. Requirements of all applicable building codes and other public agencies shall have jurisdiction upon the work.
- B. Primary emphasis should be given to the aesthetic appearance and functioning of berming and swales, as directed by the Town's Representative. The contractor shall employ skilled personnel and any necessary equipment to ensure that finish grading is smooth, aesthetically pleasing, drains well and is ideal for receiving grass and plant materials.

PART 02 - MATERIALS

2.01 Existing Soil:

- A. Use on-site material, unless otherwise directed by Town's Representative, free from debris, sod, biodegradable materials, and other deleterious materials. The Contractor shall insure that all existing soil has sufficient percolation and surface drainage to support grasses and plant material and that compaction occurs only in areas to insure stabilization for pavements and structures.

PART 03 - EXECUTION

3.01 Job Conditions:

- A. Dust control: Use all means necessary to prevent dust from construction operations from being a nuisance to adjacent property owners. Methods used for dust control are subject to approval by the Town's Representative.
- B. Burning: On-site burning will not be permitted.
- C. Protection: Use all means necessary to protect curbs, gutters, sprinklers, utilities and vegetation designated to remain, and, in the event of damage, immediately make all repairs, replacements and dressings to damaged plants necessary to the approval of the Town's Representative. Contractor shall incur all cost for the replacement of damaged objects and vegetation.

3.02 Scheduling:

- A. Schedule all work in a careful manner with all necessary consideration for adjoining property owners and the public.
- B. Coordinate schedule with Town staff and other contractors to avoid conflicts with their work.

3.03 Excavation:

- A. Excavate where necessary to obtain subgrades, percolation and surface drainage as required.
- B. Materials to be excavated are unclassified, except as noted in Section 31 23 10.
- C. Remove entirely any existing obstructions after approval by the Town's Representative.

- D. Remove from site and dispose of debris and excavated material not required.

3.04 Grading:

- A. The contractor shall establish finished grades as shown on the approved grading plans and as directed by the Town's Representative, including areas where the existing grade has been disturbed by other work.
- B. Finished grading shall be smooth, aesthetically pleasing, drain well and ready to receive seed and other plant material to full satisfaction of Town's Representative.

3.05 Compaction:

- A. Compact each layer of fill in designated areas with approved equipment to achieve a maximum density at optimum moisture, as defined by ASTM D-698.
 - 1. Under paved trails, compaction shall be to 95% of maximum dry density.
 - 2. Under seeded area, compaction shall not exceed 90% of maximum dry density.
- B. Compaction in limited areas shall be obtained by the use of mechanical tampers or approved hand tampers. When hand tampers are used, the materials shall be deposited in layers not more than four inches thick. The hand tampers used shall be suitable for this purpose and shall have a face area of not more than 100 square inches.

3.06 Correction of Grade:

- A. Bring to required grade levels areas where settlement, erosion or other grade changes occur. Adjust grades as required to carry drainage to prevent ponding.
- B. Remove all rock or objectionable material larger than ¾" any direction prior to commencing landscaping.
- C. Contractor shall be responsible for stabilizing grades by approved methods prior to landscaping, and shall be responsible for correction of grades as mentioned above, and cleanup of any wash outs or erosion.

END OF SECTION 31 22 16

SECTION 31 23 00- EXCAVATION AND FILL

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Excavation for slabs-on-grade paving.
- B. Excavation for site structures.

1.2 FIELD MEASUREMENTS:

- A. Verify that survey benchmark and intended elevations for the Work are as indicated.

1.3 DEFINITIONS:

- A. Excavation: Consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.
- B. Unauthorized Excavation: Consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Designer of Record. Unauthorized excavation, as well as remedial work directed by Designer of Record, shall be at Contractor's expense.
 - 1. Under footings, foundation bases, or retaining walls, use structural fill to fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to the Owner's geotechnical engineer.
 - 2. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Owner's geotechnical engineer.
- C. Additional Excavation and Fill for Unsuitable Soils Below Required Subgrade: When excavation has reached required subgrade elevations, notify Designer of Record and the Owner's geotechnical engineer. The Owner's Testing Laboratory will inspect conditions. If Owner's geotechnical Engineer determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by Owner's geotechnical engineer. The Contract Sum may be adjusted by an appropriate Contract Modification.
 - 1. Removal of unsuitable material and its replacement as directed will be paid on basis of Conditions of the Contract relative to changes in work.
- D. Subgrade: The undisturbed earth or the compacted soil layer immediately below granular subbase, drainage fill, or topsoil materials.
- E. Structure: Buildings, foundations, slabs, tanks, curbs, or other man-made

stationary features occurring above or below ground surface.

- F. Suitable Soil Material: Those materials complying with ASTM D-2487 Soil Classification and as approved by Owner's geotechnical engineer.
- G. Structural Fill: Soil, stone or other material as approved by Owner's geotechnical engineer used to raise the grade of a site placed beneath a structure.

1.4 QUANTITIES:

- A. Additional Excavation and Fill: The Contractor shall provide in the Base Bid for the removal and off-site disposal of unsuitable material below required subgrade as stated on the Bid Form. The Contractor shall also provide in the Base Bid for off-site structural fill-in-place, compacted to replace removed unsuitable material as stated on the Bid Form.
- B. Adjustments: Actual quantities shall be documented by the Owner's Testing Laboratory by direct survey method and the Contract Sum shall be adjusted by an appropriate modification base on unit prices provided by the Contractor on the Bid Form.

1.5 REGULATORY REQUIREMENT:

- A. Perform excavation work in compliance with North Carolina Building Code and requirements of authorities having jurisdiction.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Structural Fill:
 - 1. Earth used for structural fill, and fill under floor slabs and other surfaced areas shall be low plastic ($PI < 20$) nonorganic soil such as the excavated clean, natural soil found on site and shall be approved by Laboratory Test.
 - 2. Weathered or hard rock in pieces 3" or less in diameter will be allowed in fill placed one foot or more beneath subgrade of paved areas if the rock is mixed adequately with a soil binder, and so long as the rock does not prevent earth work equipment from achieving required compaction results. Stone larger than 3" maximum dimension shall not be used in fill material.
 - 3. Structural Fill Material shall have a maximum dry density of not less than 90 lbs per cubic foot as determined by ASTM D-698. The structural fill shall have a plastic index of less than 30. Laboratory compaction tests shall be conducted on soils prepared for filling prior to beginning actual filling operations.

PART 3 EXECUTION

3.1 PREPARATION FOR EXCAVATION:

- A. Identify required lines, levels, contours, and datum.
- B. Before any excavation is made, the entire area shall be proof-rolled with a 25 ton, minimum, roller or other approved equipment. Four passes being in the direction perpendicular to the proceeding one. Any areas that defect, rut or pump under the roller shall be undercut to depths and lateral extent determined by the Testing Laboratory, and shall be replaced with structural fill specified herein and proof- rolled in a similar manner to method above. This procedure shall be repeated as necessary until no deflection, etc occurs.

3.2 EXCAVATION:

- A. Underpin adjacent structures which may be damaged by excavation work, including utilities and pipe chases.
- B. Excavate subsoil required to accommodate building foundations, slabs-on-grade paving site structures, and other construction operations.
- C. Slope sides of excavations to comply with local codes, ordinances and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of filling.
- D. Provide material for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.
- E. Excavation cut not to interfere with normal 45 degree bearing splay of foundation.
- F. When freezing temperatures are expected, do not excavate to the full depth indicated, unless the footings of slabs can be placed immediately after the excavation has been completed. Protect the bottom of excavation from frost if placing of concrete is delayed.
- G. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, and other construction and for inspection. Tolerance for brick or concrete pavers shall not exceed 0.04 foot above or below the established grade.
- H. Excavations for footings and foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work. Remove all loose matter. Where soil conditions permit, footing trenches may be excavated to the exact dimensions of the concrete, and side forms omitted.
- I. Perform excavation by hand within drip line of large trees to remain. Protect root systems from damage or dryout to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

- J. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Structures: Conform to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot; plus a sufficient distance to permit placing and removal of concrete formwork, installation of services, and other construction and for inspection. Do not disturb bottom of excavations, intended for bearing surface.
- K. Cut surface under pavements to comply with cross-sections, elevations and grades as indicated.
- L. Barricade open excavations occurring as part of this work with orange safety fencing, post(s), and warning lights. Operate warning lights as recommended by authorities having jurisdiction.
- M. Protect structures utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by excavations.
- N. Grade top perimeter of excavation to prevent surface and subsurface water from flowing into or standing in excavations. Remove water by pumping if necessary. Divert storm water away from excavation areas.
- O. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface. When existing ground surface has a density less than that specified below for particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.
- P. Remove lumped subsoil, boulders, and rock up to 1/2 cu yd measured by volume. Remove buried items completely.
- Q. Notify Designer of Record and Town's representative of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- R. Correct areas over-excavated by error in accordance with Section 31 00 00 (Earthwork).
- S. Correct unauthorized excavation at no extra cost to Owner. If excavations for foundations are carried below the indicated or specified levels, without proper authorization, they shall be refilled to the required levels with concrete of the class specified for footings, without extra cost to the Owner.
- T. Stockpile excavated material in area designated on site and remove excess material not being reused, and material not acceptable for reuse, from site. Place, grade, and shape stockpiles for proper drainage. Provide silt fencing at toe of slope formed by stockpile.

3.2

SUITABLE BEARINGS:

- A. If suitable bearing is not encountered at the depth indicated for foundations, the Contractor shall notify the Designer of Record and Owner's geotechnical engineer immediately.
- B. Do not proceed further until instructions are given and necessary measurements made for the purpose of establishing additional volume of excavation and other extra work involved.
- C. Where suitable bearing cannot be obtained at bottom elevations required in the Contract Documents, excavations shall be taken to adequate bearing soil, and then backfilled with structural fill to the elevation required.
- D. Verification of design bearing pressure in excavations for footings will be performed by independent testing laboratory as required.

3.3 PLACING OF STRUCTURAL FILL:

- A. Do not deposit any fill on a subgrade that is muddy, frozen, or that contains frost.
- B. Place the material in successive horizontal layers in loose depths as specified, for the full width of the cross section.
- C. Deposit fill in layers not more than 4" thick in small areas where high energy tamper must be used in lieu of large rolling equipment.
- D. Deposit fill in loose lifts not more than 4" thick in areas requiring structural fill, and under surfaced areas.
- E. If necessary, soil shall be moistened, or allowed to dry to optimum moisture content before compaction.

3.4 COMPACTION:

- A. See schedule 31 22 16-Page 3 3.05.

3.5 FIELD QUALITY CONTROL:

- A. Provide for visual inspection of bearing surfaces.
- B. Test and analysis of fill material will be performed in accordance with ASTM D698 and with Section 01 40 00 (QUALITY CONTROL).
- C. Compaction testing will be performed in accordance with ASTM D698 and with Section 01 40 00 (QUALITY CONTROL).
- D. Fill material shall be selected, placed, and compacted under the observation of a representative of the Testing Laboratory employed by the Owner.
- E. When fill, residual, or alluvial soil materials are used for support of slabs and/or foundations, adequate soil placement and soil support testing are to be made to assure soil

support installation complies with contract requirements. The tests are to cover fill placement, utility trenching backfill and subgrade support for fill. Reports stating contract compliance approval must be prepared and issued to contractor releasing him to place the foundations and the slabs. Copies of the report are to be furnished to the Construction Administration Section of the State Construction Office for review.

- F. The Owner's geotechnical engineer or laboratory representative shall have the authority to approve or disapprove the condition of the subgrade on which fill is to be placed. He shall have the authority to approve or disapprove the fill material.
- G. Compaction tests shall be made by the laboratory to determine that density required in the Contract Documents is achieved. Re-testing of faulty compaction shall be at the Contractor's expense.
- H. The Contractor shall notify the laboratory at least 3 days prior to starting fill operations to assure checking of compaction and fill material. The contractor shall notify the laboratory before the fill is placed so that the laboratory representative may be present during filling operations.
- I. Payment for additional fill and excavation shall be subject to the approval of the Testing Laboratory and Designer. Quantities of extra fill and excavation will be monitored by the Owner and the Designer.

3.7 PROTECTION:

- A. Protect excavations by methods required to prevent cave-in or loose soil from falling into excavation.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing when atmospheric temperature is less than 35 degrees F.

3.8 MAINTENANCE:

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish),

add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

- E. Provide erosion control methods in accordance with requirements of Section 31 25 00 (EROISION AND SEDIMENTATION CONTROL).

END OF SECTION 31 23 00

SECTION 31 23 10 - ROCK AND UNSUITABLE SOIL REMOVAL

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Removal of discovered rock and unsuitable soil

1.2 RELATED DOCUMENTS:

- A. Section 31 00 00 - Earthwork

PART 02 - PRODUCTS

2.1 MATERIALS:

- A. Site/Mass Rock (Definition): Solid mineral material with a volume in excess of one (1) cubic yard that cannot be removed with a $\frac{3}{4}$ cubic yard capacity power shovel or rippers mounted on D-8 track dozer without drilling or blasting. Material broken up by rippers, power shovel, or normal job equipment to be included in general excavation. Disposal shall be on site or off site as indicated in applicable unit price.
- B. Trench Rock (Definition): solid mineral material with a volume in excess of one (1) cubic yard or solid material that cannot be removed with a $\frac{3}{4}$ cubic yard capacity power shovel or rippers mounted on D-8 track dozer without drilling or blasting. Material broken up by power shovel, rippers or normal job equipment to be included in general excavation. Disposal shall be on site or off site as indicated in applicable unit price.
- C. Excavation and Disposal of Unsuitable Soil: This item shall include all labor, equipment and materials necessary to excavate unsuitable soil in areas designated by the architect/geotechnical engineer. Unsuitable soil will be as determined by the on-site geotechnical engineer and will generally be subgrade soil unsuitable for structural use due to content and structure of the soil. Soils with high organic content, unit weight of less than 90 lbs. per cubic foot or plastic-clay soils are typical of unsuitable soils. Final determination of suitability will be made on site by a geotechnical engineer. Soil that is too wet or too dry will not be considered unsuitable as defined here if soil characteristics would be acceptable at optimum moisture content. Unit price for excavation and disposal of unsuitable soil will be used only when defined as above by geotechnical engineer and when directed to be removed by County's representative. Disposal shall be on site or off site as indicated in applicable unit price.

PART 03 - EXECUTION

3.1 INSPECTION AND PAYMENT:

- A. The removal and disposal of rock without drilling or blasting shall not be considered an extra to the contract.
- B. Payment for removal and disposal of rock through means of drilling or blasting shall be on a unit cost basis, such as per cubic yard at rates to be established. Notify County representative for additional work as stated in General Conditions of Contract, for approval and measurement before removal. No payments will be approved if prior notification is not received and County representative does not observe removal process.
- C. Unit price will be bid for on-site disposal of qualified rock and unsuitable soil; and for off-site disposal of qualified rock and unsuitable soil.

3.2 ROCK REMOVAL – MECHANICAL METHOD:

- A. Excavate for and remove rock by the mechanical method.
- B. Cut away rock at excavation bottom for level bearing.
- C. Remove shaled layers to provide sound and unshattered base for footings.
- D. Measurements for the determination of actual quantities of rock removed shall be confined to the limits below. There will be no quantities of rock allowed in excess of these limits

General site rock: 6” below proposed subgrade elevation.

Utility trench rock: 2’-0” greater than the diameter of the utility line at its widest point projected horizontally.

6” below the plan elevation of the bottom of the utility line.

- E. Remove excavated material and dispose of in on-site location designated by County’s representative.
- F. Correct unauthorized rock removal in accordance with backfilling and compaction requirements of Section 31 00 00 at no expense to Owner.

3.3 FIELD QUALITY CONTROL:

- A. Provide for visual inspection of bearing surfaces and cavities formed by removed rock.

END OF SECTION 31 23 10

SECTION 31 25 00 - EROSION AND SEDIMENTATION CONTROLS

PART 01 - GENERAL

1.01 Related Documents:

The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.

1.02 Description of Work:

Work Included in This Section:

Temporary Sedimentation and Erosion Control Devices
Permanent Erosion Control Measures

Related Work Specified Elsewhere:

Site Clearing (31 11 00)
Earthwork and Site Grading (31 00 00)
Storm Water Collection System (33 42 00)
Turf and Grasses (32 92 00)

1.03 Existing Conditions:

Site Conditions:

Contractor shall visit the site, familiarize himself with actual conditions and verify existing conditions in the field.

1.04 Protection:

Benchmarks, existing utilities and existing vegetation shall be identified prior to mobilization and shall be protected by this Contractor. Refer to Section 31 11 00, Site Clearing, for specific requirements.

1.05 Quality Assurance:

The Sedimentation Pollution Control Act of 1973 governs the activities herein specified. As this is a performance oriented law, it is the Contractor's responsibility to execute and to maintain erosion control measures to prevent visible off-site sedimentation.

PART 02 - PRODUCTS

2.01 Rip Rap Stone:

Rip Rap Stone for erosion control shall be Class B or Class I as defined by NCDOT Standard Specifications for Roads and Structures, latest edition, Section 1042, as indicated on the plans.

2.02 Filter Stone:

Filter stone for silt basins, check dams, etc., shall be NCDOT No. 57 stone.

2.03 Matting for Erosion Control:

Matting for Erosion Control shall be woven jute netting with 1"x0.50" openings, a matrix of 100% straw fiber at a rate of 0.5-lbs/sy, and an overall at a weight of 8.71-oz/sy per ASTM D6475, or equal approved by the Designer of Record. Matting shall conform to Section 1060-8 of NCDOT Standard Specifications for Roads and Structures, latest edition.

- 2.04 Silt Fencing:
Silt Fence shall conform to NCDENR/NCDEQ Erosion and Sediment Control Planning and Design Manual. See Detail on drawings.
- 2.05 Grassing:
Permanent grassing shall be as shown on plans and as specified in Section 32 92 00 of these specifications. Temporary grassing shall be as specified in Table 8.02 of the Erosion and Sediment Control Planning and Design Manual, latest edition.

PART 03 - EXECUTION

- 3.01 Silt Fencing:
Silt fence shall be installed per NCDENR/NCDEQ Erosion and Sediment Control Planning and Design Manual. See Detail on drawings.
- 3.02 Temporary Gravel Construction Entrance:
Construction entrances, where shown on plan shall be constructed per details and specifications on plans and in Section 6.60, NCDENR/NCDEQ Erosion and Sediment Control Planning and Design Manual, latest edition.
- 3.03 Temporary Rock Check Dam:
Check dams in temporary or permanent ditches, shall be constructed per Section 6.83 of the NCDENR/NCDEQ Erosion and Sediment Control Planning and Design Manual, latest edition, as shown on plans and details.
- 3.04 Temporary Straw Wattle / Compost Sock:
Straw wattles or compost socks in temporary or permanent ditches, shall be constructed per Section 6.66 of the NCDENR/NCDEQ Erosion and Sediment Control Planning and Design Manual, latest edition, as shown on plans and details.
- 3.05 Temporary Filter Berm Basin:
Construct temporary filter berm basins per details and specifications on plans and in Section 6.54 of the NCDENR/NCDEQ Erosion and Sediment Control Planning and Design Manual, latest edition.
- 3.06 Temporary Diversion Swales:
Temporary diversion swales shall be constructed to convey runoff into silt basins and to prevent offsite sedimentation.
- 3.07 Inlet Protection for Storm Drainage:
Storm drain inlets shall be protected from siltation by one or more measures as described in Sections 6.50 - 6.53 of the NCDENR/NCDEQ Erosion and Sediment Control Planning and Design Manual, latest edition, as shown on plans and details.
- 3.08 Outlet Protection:
Storm drainage outlets shall be permanently protected as shown on plans and details and as specified in Section 6.40 - 6.41 of the NCDENR/NCDEQ Erosion and Sediment Control Planning and Design Manual, latest edition.
- 3.09 Maintenance:
All temporary sedimentation and erosion control measures shall be maintained at 50% minimum capacity. Once basins, swales, silt fences, check dams, etc., have reached 50% capacity, Contractor shall clean silt out of devices, distribute silt on site in an approved manner or dispose of in a legal

manner off site as determined by the Consultant.

3.10 Clean-Up:

Once site is fine graded, stabilized, and has been approved by the Consultant and the Environment Inspector, all temporary erosion control measures shall be removed and disposed of off-site in a legal manner. All areas disturbed in clean-up shall be fine graded and stabilized by grassing, planting, etc., as shown on plan. All permanent erosion control measures shall be completed at this time. Prior to final acceptance, site shall be clean, stabilized and all drainage facilities clean and functioning at 100%.

END OF SECTION 31 25 00

SECTION 32 12 16 - ASPHALT PAVING

PART 01 - GENERAL

- 1.01 Related Documents:
The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.
- 1.02 Work Included in This Section:
Provide subgrade, base course, bituminous concrete surface, concrete pavement, pavement painting and similar items necessary to complete the project.
- 1.03 Related Work Specified Elsewhere:
Earthwork (31 00 00)
Appropriate Divisions of NC DOT Standard Specifications for Roads and Structures, latest edition.

PART 02 - PRODUCTS

- 2.01 Asphalt Pavements:
- A. Aggregate Base Course: Base course for asphalt paving shall be crushed stone conforming to NCDOT Standard Specifications for Roads and Structures, Section 1005 & 520.
 - B. Surface Course shall be Super-pave Type SF-9.5B conforming with requirements of NCDOT Standard Specifications for Roads and Structures, Section 610.
 - C. Pavement Painting. Pavement paint markings shall be painted on asphalt pavement as indicated and as directed by Engineer. Paint used for pavement painting shall conform to Section 1087 NCDOT Standard Specifications for Roads and Structures, white color, and shall be used in strict accordance with the paint manufacturer's written instructions.
- 2.02 Geotextile Fabric:
- A. Geotextile fabric to be composed of high-tenacity polypropylene yarns, woven into a stable network such that the yarns retain their relative position. Geotextile fabric is to be inert to biological degradation and resistant to naturally encountered chemicals, alkalis and acids.
 - B. Properties of geotextile fabric:

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	250 (1113)	250 (1113)
Grab Tensile Elongation	ASTM D4632	%	12	10
Trapezoid Tear Strength	ASTM D4533	lbs (N)	90 (401)	90 (401)
CBR Puncture Strength	ASTM D6241	lbs (N)	750 (3338)	
Apparent Opening Size (AOS) ¹	ASTM D4751	U.S. Sieve (mm)	40 (0.43)	
Permittivity	ASTM D4491	sec ⁻¹	0.05	
Flow Rate	ASTM D4491	gal/min/ft ² (l/min/m ²)	4 (163)	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	70	

¹ ASTM D4751, AOS is a Maximum Opening Diameter Value

Physical Properties	Test Method	Unit	Typical Value	
Weight	ASTM D5261	oz/yd ² (g/m ²)	5.0 (170)	
Thickness	ASTM D5199	mils (mm)	20 (0.5)	
Roll Dimensions (width x length)	--	ft (m)	12.5 x 360 (3.8 x 110)	17.5 x 258 (5.3 x 78.7)
Roll Area	--	yd ² (m ²)	500 (418)	
Estimated Roll Weight	--	lb (kg)	225 (102)	

- C. Submit product data for approval.

PART 03 - EXECUTION

- 3.01 Subgrade. This item of work shall consist of the construction and preparation of the subgrade for all paved areas intended for vehicular use.
- A. Construction shall conform to applicable requirements of Section 500 of N.C. Department of Transportation and Highway Safety (NCDOT) Standard Specifications for Roads and Structures unless otherwise specified.
 - B. Compaction of Subgrade shall be as required by the referenced highway specifications.
 - C. Protection of Subgrade. Contractor shall protect subgrade in accordance with referenced highway specification except that any vehicle that is not essential to the work being done shall not be permitted on subgrade.
 - D. Contractor shall establish blue top stakes, or other approved grade staking method on the prepared subgrade for all asphalt and concrete paving. Stakes shall be placed at 25 feet on centers at all changes in radii. The alignments and elevations of the stakes must be inspected and approved by Engineer before Contractor proceeds with subsequent work.
- 3.02 Shoulders. All shoulders of trail areas shall be constructed to the lines and grades indicated and in accordance with applicable requirements of NCDOT Standard Specifications for Roads and Structures, Section 560.
- 3.03 Fine Grading Subgrade, Shoulders and Ditches of drives and parking areas shall conform with applicable requirements of NCDOT Standard Specifications for Roads and Structures, Section 500.
- 3.04 Installation of Stabilization Fabric:

- A. Install Geotextile Stabilization Fabric in accordance with manufacturer's instructions and as detailed on the drawings and as instructed by the Soils Engineer.
- 3.05 Stabilize Aggregate Base Course. After the subgrade has been brought to the lines and grades indicated and has been consolidated to the degree specified, a stabilized aggregate base course conforming with Section 520 of the NCDOT Standard Specifications for Roads and Structures, shall be constructed thereon. Thickness of stabilized aggregate base course shall be as shown on drawings. See plan and details for types and locations.
- 3.06 Asphalt Pavement
 - A. General. Asphalt pavements shall be provided where indicated. Asphalt pavement shall conform with applicable requirements of NCDOT Standard Specifications for Roads and Structures, Division 6, and Contractor shall submit evidence to Engineer that materials proposed for use in the work have been previously approved for highway use. Thickness of bituminous concrete surface course shall be as shown on drawings.

END OF SECTION 32 12 16

SECTION 32 92 00 – TURF AND GRASSES

PART 01 - GENERAL

1.01 Related Documents

The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.

1.02 Description of Work:

The work in this section is the furnishing and installation of turf.

1.03 Work Included in This Section:

Seeding of new lawn areas.

1.04 Related Work Specified Elsewhere:

Earthwork and Site Grading (31 00 00)

Fine Grading (31 22 16)

1.05 Substitutions:

The species or varieties, materials, or products specified herein by botanical and common name, shall be provided as specified. Substitutions will be permitted only upon written application by the Contractor to the Consultant, and when approved by said Consultant in writing. Request for permission to substitute will not be entertained unless adequate evidence substantiating the unavailability of the specified item accompanies the request for substitution.

PART 02 - PRODUCTS

2.01 Shipment and Delivery:

Promptly notify the Consultant in advance, when the seed, fertilizer, and soil amendments are to be delivered and the manner of shipment.

Furnish therewith an itemized list of the actual quantities. Materials shall be delivered to the site in sealed standard size containers, showing weight, analysis, name of vendor, and germination test. Materials which have become wet, moldy, or otherwise damaged will not be acceptable. Deliver the necessary inspection certificates to accompany each seed, fertilizer, and soil amendment bag.

When shipment is made by truck, pack all materials to provide adequate protection against climate and breakage during transit.

When shipment is made by rail, pack boxcars carefully and adequately ventilate materials to prevent “sweating” of materials during transit.

Use a suitable method to handle to insure careful, workmanlike delivery of materials.

2.02 Soil Materials

A. Planting Mix: Planting mix shall be made up of three (3) parts topsoil and one (1) part peat, thoroughly mixed by mechanical means. Peat shall be decomposed Canadian peat, with a water absorption capacity of not less than 30% of its weight when oven dried at 110 degrees centigrade. Fertilizer shall be thoroughly incorporated in the mix at a rate specified herein.

B. Topsoil: Shall be natural, fertile, agricultural soil, capable of sustaining vigorous turf growth. It

shall be of uniform composition throughout, with admixture of subsoil. It shall be free of stones larger than 1” in any dimension, lumps, live plants, roots, sticks, and any other material toxic to plant growth. Topsoil shall not be installed while in a frozen or muddy condition.

C. Topsoil shall contain the following specified percentages of constituents:

Maximum 30% clay (red clay, well pulverized); clay shall be sterile

Minimum 5% well-rotted sawdust, leaf mold or other approved partially decomposed organic matter.

Maximum 50% silt.

Maximum 45% coarse sand free of rock

Topsoil shall have an acidity range of pH 6.5 to 7.0 and shall contain not less than six percent (6%) organic matter, as determined by loss on ignition of moisture free samples dried at 65 degrees centigrade.

Contractor shall be responsible for verifying the suitability of the above, along with obtaining recommendations for other amendments from the local agricultural extension prior to installation.

A sample of the proposed topsoil and planting mix shall be submitted to the Landscape Architect 5 working days prior to installation and be approved prior to installation.

2.03 Fertilizer:

Lime shall be ground limestone (Dolomite) containing not less than 85% total carbonates and shall be ground to such fineness that 50% will pass through a 100-mesh sieve and 90% will pass through a 20 mesh sieve.

The following is a list of acceptable starter fertilizer for new lawn:

FERTILIZER PRODUCT	ANALYSIS	APPL.RATE	VENDOR
Lesco Starter	18-24-12	200 lbs./acre or 4.2 lbs/1000 ft.	Local Garden Center
Eastern Plant Food Co.	18-24-10	250 lbs./acre or 6 lbs./1000 sq. ft.	Local Garden Center
Sta-Green	18-24-10	250 lbs./acre or 6 lbs./1000 sq. ft.	Local Garden Center
Sta-Green Plant Food Co.		250 lbs./acre or 6 lbs./1000 sq. ft.	Sta-Green Sylacauga, AL

Or equal fertilizer approved by the Landscape Architect.

Commercial fertilizer applied at seeding time shall be per analysis listed above in which ½ of the nitrogen is slowly available. All fertilizer shall be uniform in composition, dry, free flowing and shall be delivered to the site in the original unopened container, each bearing the manufacturer's guaranteed analysis. Any fertilizer becoming caked or damaged will not be accepted.

- 2.04 Seed: Grass seed shall be a drought resistant tall fescue, unless specified otherwise on the plant list. New varieties will be considered for review. Seed shall have a 97% minimum purity and 85% minimum germination, and be free of noxious weed seeds, as certified by the North Carolina Co-op Improvement Association or its approved equivalent by the Landscape Architect.

This mix shall be used in all disturbed areas not designated for Natural Seed Mix (see below).

- 2.06 Water: Clean, fresh, and free from harmful substances shall be provided by contractor. Water turf thoroughly until final acceptance of project. Contractor shall verify with owner if an existing irrigation system is available to meet watering requirements listed below. Contractor shall utilize existing irrigation system if available. In the event an on-site water source is not available the contractor shall provide water until final acceptance of project at the rate specified below.

Provide water to new turf areas as follows:

0-14 days	170 gallons/1,000 s.f. every day
15-28 days	225 gallons/1,000 s.f. every other day
29-42 days	340 gallons/1,000 s.f. every three days
43-84 days	680 gallons/1,000 s.f. once per week
After 84 days	As needed to maintain acceptable turf

In the event the project is accepted prior to the watering requirements being fulfilled, the contractor will be required to provide water until the turf is established.

- 2.07 Mulch: Lawn mulch shall be cleaned threshed wheat or oat straw from the latest available harvest crop and shall be free of noxious weed seeds and foreign materials.
- 2.08 Tack Coat: Shall be an asphaltic emulsion tack coat applied sufficiently over the mulch to prevent displacement. Provide tack coat on slopes 3:1 or greater.

PART 03 – EXECUTION

- 3.01 Turf Bed Preparation: The contractor shall take representative samples of existing soil conditions where turf is to be installed and have soil tested by a qualified soils testing lab. Test results shall be submitted to owner for review, and soil deficiencies corrected by the contractor. Any re-testing cost shall be at the contractor's expense.
- 3.02 Fine grading of Seedbed: Unless otherwise approved by the Engineer, all other site work required by this contract shall be complete and in place before grassing operations are begun. Work may be completed in parts if so requested by the contractor and approved by the Landscape Architect. Prior to planting operations, all proposed turf areas shall be scarified to 8" depth and pulverized until the surface is smooth, friable, and of a uniformly fine texture. Remove stones and foreign material over one inch in diameter, and grade for positive drainage as required to prevent ponding of water.

Lime shall be broadcast and worked into the soil at all areas at the rate dictated by the soil test.

Provide a PH level in the range of 6.5-7.0.

- 3.03 Lawn Operations: Seed, fertilizer, and lime may be applied with a mechanical hand spreader in two (2) successive sowings with the second perpendicular to the first. The rate of each sowing shall be ½ the total seed rate specified. Immediately after seeding, all lawn areas shall be lightly rolled. If slope is too excessive then seed shall be raked into top ¼" of soil. Seed shall be installed uniformly over the entire area at the rates listed below:

<u>Season</u>	<u>Type of Seed</u>	<u>Date</u>	<u>Rate</u>
Fall	Tall Fescue	September 1 – November 15	8 lbs./1000 sf
Winter	Tall Fescue Annual	November 15 – March 1	5 lbs./1000 sf
	Rye	November 15 – March 1	3 lbs./1000 sf
Spring	Tall Fescue	March 1 – June 1	8 lbs./1000 sf

Written requests for a variance must be approved by the Landscape Architect.

After seeding installation apply fertilizer, mulch, tack, and water as specified herein.

- 3.04 Hydroseeding:

- A. Hydraulic Mulching: Hydraulic mulching shall consist of the mixing of wood fiber mulch, grass seed, fertilizer, and/or other additives with water. It shall be mixed in standard hydraulic mulching equipment to form homogeneous slurry. This slurry shall be sprayed, under pressure, uniformly over the soil surface at the material application rate recommended by the manufacturer. The hydraulic mulching equipment shall contain a continuous agitation system that keeps all materials in uniform suspension throughout mixing and distribution cycle.
- B. Application: Using standard hydraulic mulching equipment, the wood fiber mulch, seed and fertilizer slurry shall be applied as listed below evenly over the soil surface in a one step operation.

Slope	Mulch Application Rate
Less than 3:1	1,500 lbs./acre (minimum rate)
3:1 – 2:1	2,000 lbs./acre
2:1 or greater	2,500 lbs./acre

Any areas susceptible to erosion or drought shall receive the maximum application rate.

The mulch material shall consist of virgin wood fibers manufactured expressly from whole wood chips. The chips shall be processed in such manner as to contain no growth or germination inhibiting factors. Fibers shall not be produced from recycled material such as sawdust, paper, cardboard, or residue from pulp and paper plants.

The wood cellulose fibers of the mulch must maintain uniform suspension in water under agitation. Upon application, the mulch material shall form a blotter like mat covering the ground. This mat shall have the characteristics of moisture absorption and percolation and shall cover and hold grass seed in contact with the soil.

The wood fiber mulch shall conform to the following specifications:

Moisture content:	10.0%, +/-3.0%
Organic matter (wood fiber):	99.2%, +/- 0.8% oven dried basis
Ash content:	0.8%, +/-0.2%
PH	4.8%, +/-0.5%
Water holding capacity (min.) (grams of water/100 grams of fiber)	1,000

After installation apply water as specified herein.

- 3.05 Maintenance: The contractor is immediately responsible for all maintenance of turf until final acceptance. This includes all necessary watering, fertilizing, mowing, trimming, pruning, leaf removal, and any necessary weed control. Also, this includes any erosion repair, reseeding, and incidental operations necessary to establish a vigorous, healthy and uniform stand of grass. All areas which fail to show a uniform stand of grass for any reason shall be treated repeatedly until a uniform stand of at least 90% coverage is attained with no bare areas greater than five square feet.

Grass mowing operations shall be done by the contractor until final acceptance of work. Mowing shall be done only when the grass is dry. Mowing of fescue shall take place whenever grass height is 6", and shall be cut to a height of 3 1/2". Mowing of Bermuda grass shall take place whenever grass height is 4", and shall be cut to a height of 2".

When directed by the Landscape Architect, contractor shall top-dress turf areas as described in Section 886 of NCDOT Standard Specifications for Roads and Structures.

- 3.06 Guarantee: The contractor shall guarantee all new turf area materials and workmanship for a period of twelve (12) months from the date of final acceptance by the owner. Damage prior to final acceptance is the contractor's responsibility. Turf replacements shall be as specified here in.
- 3.07 Clean-Up: During installation, the contractor shall be required to keep all areas cleaned. Any defacements, stains, dirt, debris, or other trash caused by landscape operations shall be disposed by contractor. The contractor shall remove construction equipment, excess materials, tools, and all other debris and rubbish from the site.
- 3.08 Final Acceptance: Upon completion of planting operations, including clean-up, the contractor shall notify the Engineer for inspection of work. Any items found to be unsatisfactory shall be corrected. The one year guarantee period begins at the date of final acceptance.

END OF SECTION 32 92 00

SECTION 32 93 00 - PLANTS

PART 01 - GENERAL

1.01 Related Documents

The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.

1.02. Description of Work:

The work in this section is the furnishing and installation of plant materials.

1.03 Work Included in This Section:

The work required under this Section consists of all preparation, planting and related items necessary to complete the work indicated as described in the Specifications, in addition to supplying all plants specified on plant list and shown on drawings.

All tree species, sizes, forms, shapes, and locations will be subject to approval by the Consultant.

1.04 Substitutions:

The species or varieties, materials, products or sizes specified herein by botanical and common name, shall be provided as specified. Substitutions will be permitted only upon written application by the Contractor to the Consultant, and when approved by said Consultant in writing. Request for permission to substitute will not be entertained unless adequate evidence substantiating the unavailability of the specified item accompanies the request for substitution.

If proof is submitted, substantiated in writing, that any plant specified is not obtainable, a proposal will be considered for use of the nearest available size or similar variety with a corresponding adjustment of the contract price.

1.05 Planting Season:

Planting shall be done within the following dates: September 1 – June 1. If project conditions are such that planting can not be installed during above dates, then planting shall be delayed to following season.

Schedule Change:

If special conditions exist which may warrant a change in the planting dates mentioned above, a written request shall be submitted to the Consultant stating the special conditions and the proposed schedule change. Permission for schedule change will be given if warranted in the opinion of the Engineer.

1.06 Grades:

When landscape work is ready to commence, the site shall be at finish grade. The contractor shall furnish and place additional topsoil if necessary to insure positive drainage.

PART 02 - PRODUCTS

2.01 Shipment and Delivery:

Promptly notify the Consultant, in advance, when the plant material is to be delivered and the manner of shipment.

Furnish therewith an itemized list of the actual quantity and sizes.

Deliver the necessary inspection certificates to accompany each plant or shipment prior to acceptance and planting.

When shipment is made by truck, pack all plant material to provide adequate protection against climate and breakage during transit, tie to prevent whipping.

Cover the tops with tarpaulin to minimize wind-whipping and drying, or spray adequately with antitranspirant.

When shipment is made by rail, pack boxcars carefully and adequately ventilate in accordance with plant requirements to prevent "sweating" of plants during transit.

Exercise care at all times during handling operations to prevent damage to bark, branches, and root system.

Use a suitable method of handling to insure the careful, workmanlike delivery of heavy balled plants to preclude cracked plant balls. All balls over 36" diameter are to be platformed.

2.02 Soil Materials:

- A. Planting Mix: Planting Mix shall be made up of three (3) parts topsoil and one (1) part peat, thoroughly mixed by mechanical means. Peat shall be decomposed Canadian peat, with a water absorption capacity of not less than 30% of its weight when oven dried at 110 degrees centigrade. Fertilizer shall be thoroughly incorporated in the mix at a rate specified in section 2.04.
- B. Topsoil: shall be natural, fertile, agricultural soil, capable of sustaining vigorous plant growth. It shall be of uniform composition throughout, with admixture of subsoil. It shall be free of stones, construction gravel, lumps, live plants and their roots, sticks, and other material toxic to plant growth. Topsoil shall not be used while in a frozen or muddy condition.

Topsoil shall contain the following specified percentages of constituents: Maximum

30% clay (red clay, well pulverized); clay shall be sterile.

Minimum 5% well-rotted sawdust, leaf mold or other approved partially decomposed organic matter.

Maximum 50% silt.

Maximum 45% coarse sand free of rock.

Topsoil shall have an acidity range of pH 6.5 to pH 7.0 and shall contain not less than six percent (6%) organic matter, as determined by loss on ignition of moisture-free samples dried at 65 degrees centigrade. A sample of the proposed topsoil and planting mix shall be submitted to the Consultant not less than three working days prior to installation and be approved prior to installation.

2.03 Plant Materials:

Contractor shall coordinate the inspection of plant materials by the Consultant no less than five days prior to delivery and/or installation on the site. Inspection of plants to be balled and burlapped must be made, and plants must be approved by the Consultant before they are planted. Inspection shall be for quality, size and variety only, and shall not in any way impair the right of rejection for failure to meet other requirements during progress of the work. This inspection will be conducted by a representative of the County at the Contractor's expense.

Supply all plants as specified in plant list as shown on drawings. Plants shall be typical of their species

and variety, have normal growth habits, have well-developed branches, be densely foliated, be vigorous, and have fibrous root systems. No plants will be accepted unless they show healthy growth and satisfactory foliage conditions. Plants shall be free from defects and injuries, and shall be certified by the State and Federal authorities to be free from plant diseases and insect infestations. Size of plants, spread of roots and size of balls shall be in accordance with "American Standard for Nursery Stock" 260.1-1980 or latest revision, as published by the American Association of Nurserymen, Inc. Quality shall appreciably exceed these standards. All plants of each particular variety shall be reasonably uniform in size and configuration, and shall be labeled with correct plant name and size.

Balled and burlapped plants shall be nursery grown and freshly dug. Nursery grown plants shall have been transplanted or root pruned at least once in the past three (3) years. No plants showing evidence of "made" root balls will be accepted. Ball and burlap (B & B) plants with firm, natural balls of earth, of diameter not less than recommended in the "Tree and Shrub Transplanting Manual", latest revision, and of sufficient depth to include the fibrous and feeding roots. Plants moved with a ball will not be accepted if the ball is dry, cracked, or broken before or during planting operations.

Containerized plants shall have a root system sufficient enough in development to hold the soil intact when removed from the container. The root system shall not be rootbound, a condition where the root system is dense in mass, excessively intertwined, and has established a circular growth pattern.

All new trees must have straight trunks with a single leader intact, unless multi-stem are specified. Bark shall be free of abrasions, and all cuts shall be completely callused over. Trees will not be accepted which have had their branches shortened, leaders cut or which have leaders damaged so that cutting is necessary. Unless otherwise specified, major deciduous trees shall be free of branches up to five feet (5') from top of ball, well branched, and have reasonably straight stems.

Labels shall be attached securely to all plants, bundles and containers of plant materials delivered. Plant labels shall be durable and legible, stating the correct plant name and size in weather-resistant ink or embossed process lettering. These labels shall be removed by the Contractor after inspection by the Consultant. Plants shall conform to measurements specified in the plant lists.

2.04 Fertilizer for Trees, Shrubs and Groundcover:

The fertilizer shall be one from the following listed below or equal fertilizer approved by the Consultant. The fertilizer shall have 50% water insoluble nitrogen. The chlorine content is not to exceed 5%.

FERTILIZER PRODUCT	ANALYSIS	APPL. RATE	KNOWN VENDOR
Nursery Special Sta-Green Plant Food Co.	12-6-6	2 lbs/100 Sq. Ft.	Byrum Seed Co. Charlotte, NC (704)537-0481 Pennington Seed Columbia, SC 1-800- 334-6039
Nursery Special	14-7-7	2 lbs/100 Sq. Ft.	Maybank Fertilizer Corp. Ravel, SC (803)889-2231

The fertilizer granules are not to come in contact with any vegetative parts of the plant. Fertilizer for trees shall be at a rate .16 lb. minimum to a .20 lb. maximum nitrogen/inch caliper of tree. Source of

nitrogen shall be Urea Formaldehyde or a similar slow release source approved by the Consultant. In addition to the nitrogen, the following shall be used,
.05 lb. phosphorous and .05 lb. of pot ash per inch caliper:

EXAMPLE OF TREE FERTILIZATION:

1 cup (half pound) of 31-7-7 Analysis Fertilizer or 2 cups (1 pound of 12-6-6 Analysis Fertilizer such as "Sta-Green Nursery Special" or 1 cup (half pound) of Scotts-Turf builder per inch caliper.

Commercial fertilizer applied at planting time shall be per analysis listed above in which 1/2 of the nitrogen is slowly available. All fertilizer shall be uniform in composition, dry, free flowing and shall be delivered to the site in the original unopened container, each bearing the manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged will not be accepted.

- 2.05 Mulch (Trees & Planting Beds): Mulch shall consist of hardwood chips and bark. Hardwood chips shall be 1/8 inch nominal thickness with at least 50 percent having an area of not less than 1 square inch, and no piece greater than 2 inches in diameter shall be acceptable. They shall be free of any hazardous materials. Contractor shall submit a sample to the Consultant for approval at least five days prior to installation.

At contractor's expense, Owner will accept the use of "Metro-mulch". This mulch is available at Compost Central, which is located at 5631 West Blvd., Charlotte, NC (704-588- 9092).

- 2.06 Water: Clean, fresh, and free from harmful substances shall be the Contractor responsibility until final acceptance.
- 2.07 Antitranspirant: Wilt-Pruf, by Nursery Specialty Products, Inc., 202 East 47th Street, New York, New York, or approved equal. Apply according to manufacturer recommendations.

PART 03 - EXECUTION

3.01. Planting Preparation

- A. Herbicides: Prior to planting bed preparation, and at least three (3) working days before the planting of shrubs and trees, the Consultant shall be notified and present on site when the pre-emergent is applied to the plant beds. The first application of the chemical Dacthal 75 WP, or approved substitute by the Consultant should be applied per labeled instructions. (See instructions under Mulching for Application Rate).

- B. Plant Protection on Site: Protect plants at all times from sun or drying winds. Plants that cannot be planted immediately on delivery shall be in the shade, well protected with soil, wet wood chips, or other acceptable material and shall be kept well watered.

Plants shall not remain unplanted for longer than 3 days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or branches. Plants shall be lifted and handled using suitable support of the ball to avoid damage to same. Before plant pits are dug, cover the surrounding turf, if existing, in a manner that will satisfactorily protect all turfed areas that are to be trucked over, and upon which soil is to be temporarily stacked pending its removal or reuse. Barricade existing trees, shrubbery and beds that are to be preserved in a manner that will effectively protect them during planting operations or as specified on the plans.

- C. Utilities: Observe proper precautions so as not to disturb or damage existing utilities. Contractor

shall be financially responsible for repair of all damage caused by landscape operations.

Prior to excavations, Contractor shall notify ULOCO @ 1-800-632-4949 to ascertain locations of electrical cables, conduits, utility lines, oil tanks, supply lines, subsurface drainage, and irrigation lines, etc. Notify the Consultant should the above mentioned utilities present an obstruction in locations designated for planting.

3.02 Planting Procedure:

- A. Locations of Plants: Stake out, on the ground, locations for plants and outlines of areas to be planted, and obtain approval of the Consultant before installation is begun. A minimum of 30% total planting must be staked before inspection will be made.
- B. Fine Grading of Plant beds: Prior to planting operations, all proposed planting beds shall be tilled to a depth of 8" until the soil is smooth, friable, and of a uniformly fine texture. Tilling shall be omitted under the dripline of existing trees. Remove stones and foreign material over one inch in diameter, and grade for positive drainage to prevent ponding of water. All excavations shall be in accordance with Typical Planting Detail shown on plans.
- C. Detrimental Soil Conditions: Notify the Consultant prior to installation of any soil conditions which the Contractor considers detrimental to growth of plant material. Proper water drainage must be assured as follows:
 - D. Subsurface Drainage Investigation
 - 1. Required Tests: Contractor shall make percolation tests, as may be necessary to determine if subsurface drainage conditions in landscape areas are so poor as to support moisture conditions potentially fatal to plantings. The following procedure is recommended:
 - a. Wait at least twenty-four hours after rain and dig test pit twelve inches (12") square or 13.5" in diameter to depth of bottom of plant bed, trench or pit. Remove all loose soil (if standing water is visible, notify the project representative.
 - b. Quickly fill pit bottom with six inches (6"), approximately 3¼ gallons of water.
 - c. Record length of time from filling until disappearance of water and divide the number of minutes by six (6) to give average time on one inch (1") fall.
 - d. Compare one inch (1") fall time with the following table:

-1 inch	in 0-3 minutes	indicates rapid absorption
-1 inch	in 3-5 minutes	indicates medium absorption
-1 inch	in 5-30 minutes	indicates slow absorption
-1 inch	in 30-60 minutes	indicates semi-impervious soil
-1 inch	in over 60 minutes	indicates impervious soil
 - e. If soil is indicated to be semi-impervious or impervious, or if water is initially found in test pit, notify project representative before proceeding further.

- f. If contractor does not make test at representative locations of if he plants in areas shown to have poor drainage without written release from the County, he shall be liable for any future guaranteed replacements due to subsurface water damage.
 - g. If contractor makes proper tests and files complete records indicating no semi-impervious or worse conditions, he will not be held responsible for future subsurface water damage to work of contract within guarantee period. County or project representative may supervise testing at any time.
- E. Obstructions: If rock, underground construction work, tree roots, or other obstructions are encountered in the excavation of plant pits, such that plants can not be installed, coordinate with the Consultant an alternate planting location.
- F. Planting Beds: The extent of the planting bed shall be as indicated on the construction plans. The planting bed for shrubs, groundcover plants, and trees shall be prepared wide enough to accommodate all roots without crowding or twisting. The entire planting bed shall contain the planting mix specified herein to a depth of 8", being tilled prior to planting. Planting mix depth shall be modified by the Consultant if a fill condition is within the dripline of existing trees.

All planting beds shall have a 4" V-cut trench installed at the perimeter of the planting bed and adjacent to concrete walks, curbing, and grassed areas. The V-cut trench shall form the bed line edge. Trench depth and width shall be consistent and uniform throughout. See detail shown on landscape plans.
- G. Backfilling: When partially backfilled and compacted, cut the ball ties, wire basket, etc., and remove the burlap from the top and side of the root ball, and cut or adjust to prevent the formation of air pockets. No burlap shall be pulled from under the root ball.

Backfill one-half (½) of remaining hole with planting mixture hereinbefore specified, and water thoroughly. Backfill rest of hole with planting mixture. Firm down, eliminating all air pockets. Do not pack. Build a four inch (4") high berm around the edge of the root ball to form a basin for holding water. The bottom of the basin shall be at surrounding finish grade.

Shrubbery and ground covers shall be removed from containers. Set plant materials upright, plumb, and oriented to give the best appearance or relationship to each other and adjacent structures.

Pits for trees and large shrubs shall be circular in outline and shall have vertical sides and flat bottoms. The minimum depth and diameter of plant pits shall be as follows:

 - Diameter – 24" greater than diameter of ball of spread of roots.
 - Depth – 12" greater than depth of ball or roots. The minimum depth of pits shall be measured from finished grades. The bottom surface of all pits shall be fissured.

Set plant material 2"-3" above the finish grade. No filling shall be done around actual trunks or stems of plant material. Backfill around plant root ball to be done with specified planting mixture. Firm down backfill to eliminate all air pockets. Form 2" high collar around outer perimeter of drip zone of individual plants within planting beds which are not irrigated. Top dress soil with a specified granulated fertilizer at the recommended rate prior to mulch application. Fertilizer contact with foliage and plant stem shall be avoided. Should fertilizer come in contact with foliage or stem, remove immediately.
- H. Watering: Containerized plants shall be watered prior to planting so as to provide adequate

moisture to the plant during the planting process.

Thoroughly water all plants immediately after planting. This shall mean full and thorough saturation of all backfill in the pits and beds during the same day of planting. Apply water only by open-end hose at a very low pressure to avoid air pockets and injury to the roots. When planted, watered, and fully settled, the plants shall be vertical and the top of the root ball shall not be below the existing grade.

Fill basin with water, being careful not to break down berm with hose stream, or to gouge out holes in the backfill.

- I. Pruning: All pruning shall be performed in accordance with American Standard for Nursery Stock standards. Prune only after initial inspection and approval by the Consultant. Prune in a manner to preserve natural character of plant and in a manner appropriate to its particular requirement in the landscape design.
- J. Wrapping and Staking: (a) Promptly after planting, the trunk of all single-stemmed trees of 2 inches caliper and over shall be wrapped with a commercial tree wrapping product of bituminous impregnated tape, or approved equal.

Wrap the tree spirally from the groundline to the height of the second branches, overlapping half of each spiral to form a double wrapping. All wrapping shall be neat and snug, at 2' intervals wrapping shall be secured with cotton twine or sisal binder twine.

Do not use wire, staples, or nylon cord around the trunk of the tree to secure wrapping. Tie the wrapping at the top, bottom, and at two-foot intervals along the trunk with twine. Wrap within four days after planting, but not before the condition of the trunks of the trees has been inspected and approved by the Consultant. Maintain in place for the entire guarantee period. Wrapping shall be removed at the 11 month inspection by the Contractor.

(b) Stake all trees 2 to 5 inches in caliper with (3) 2" X 2" X 30" wood stakes per tree.

Stake trees 5" and above with 4 stakes. Stakes shall be driven into undisturbed soil. Place rubber hose ½ to 1 inch in diameter, around the tree trunk to prevent damage to bark by supporting rope. No hose required with nylon strapping.

Use 1/4" sisal rope, 1/4" polypropylene rope, or 1/2" - 3/4" nylon strapping. Contractor shall be required to check the stakes on a monthly basis and adjust any stakes that have loosened.

- K. Mulching Application: Within two (2) days after planting, mulch all planting areas, individual tree pits, entire shrub and groundcover beds with a 3 inch minimum layer of mulching material.

Prior to mulching, apply Dacthal 75WP preemergent herbicide or approved equal to surface at the rate of 10 lbs/acre or 1 lb./5000 sq. ft. A second application at 10 lbs/acre or 1 lb./5000 sq. ft. shall be made after mulching.

3.03 Relocation of Existing Trees:

- A. Scope: Provide materials, equipment, and labor to relocate existing trees from areas to be cleared on site.
- B. Execution: Trees to be relocated shall be as shown on the drawings and specified herein. Trees are to be relocated in areas staked by the County.

Trees shall be removed with a rootball sized in proportion to their calipers. Rootballs shall be 12" in diameter for each 1" of tree caliper. Trees 4" in caliper and smaller are to be measured 6" from the ground. Trees over 4" caliper are to be measured 12" from the ground.

Trees which are to be relocated in areas which do not require grading are to be placed directly into their new location and installed in accordance with the installation specifications contained herein.

Trees still in leaf when transplanted shall be covered with a tarpaulin while being transported to their final location.

Trees transplanted off site in full leaf shall be covered entirely with a protective cloth covering prior to transporting. Trees transplanted on site do not require the covering.

Trees which are to be relocated in areas to be graded are to be stockpiled in an area or areas identified by the Consultant. Stockpiled trees shall be well heeled in and protected from excessive wind and sun. Stockpiled trees shall be installed in their final position according to other provisions of Planting and Related Items. The Contractor shall provide water to maintain a healthy condition.

All transplanted trees will be maintained and guaranteed throughout the project and until its final acceptance. Replacement trees will be provided by the Contractor at no additional cost to the County and will be of the same caliper, species, and form. Exceptions for replacement stock from the site may be made by the Consultant. Payment for this item will be made at the unit price per each for "Relocation of Trees".

- C Abandoned Plant Pits: When utility lines or other unsuitable subsurface conditions are encountered in plant pits, the Contractor will coordinate new plant locations with Consultant prior to installation.

The Contractor shall backfill abandoned pits with suitable topsoil to compacted finished grade. Unsuitable material shall be removed from property by Contractor. These areas shall be seeded as specified with the seeding specifications.

3.04 Maintenance:

The Contractor is responsible for all maintenance of plants until final acceptance. This includes all watering, fertilizing, weeding, re-mulching, leaf removal, erosion repair, or other incidental operations necessary to establish vigorous, healthy plant growth. All plants are to receive the appropriate application of fungicides and insecticides necessary to maintain plants free from disease and insect activity. Watering of plant materials will be the responsibility of the Contractor until the final acceptance. The Contractor shall also be responsible for maintaining all plant beds and individual plants in a weed-free condition until final acceptance.

3.08 Guarantee and Replacement:

The Contractor shall guarantee all plants (trees, shrubs, ground covers, annual flowers) and all other materials and workmanship for a period of twelve (12) months from the date of final acceptance by the County. The Contractor shall replace any plants that become damaged or injured, or have more than one third dieback, and any other portion of the project that fails due to faulty materials or workmanship. All plants shall be insect and/or disease free. Plants damaged by pathogen activity through the warranty period shall be replaced. A six (6) month and eleven (11) month inspection will be held during the warranty period. Damage prior to final acceptance shall be the responsibility of the Contractor.

Plant replacements shall be the same species and size as specified in the plant list when plant replacements are made. Plants, plant soil mix, fertilizer and mulch etc., shall be replaced as originally specified.

As required under this contract, any plant that is dead or not in satisfactory growth, as determined by the Consultant, shall be removed from the site. It is the contractors responsibility to remove and replace dead plant materials within five (5) days of notice from Consultant. These and any plants missing, shall be done by contractor during the normal planting season. All replacement plantings shall have an extended warranty period of (12) months from the date of replacement. Coordinate inspection scheduling with Consultant. Contractor shall be responsible to water new landscape plantings excluding lawn areas during the one year guarantee period. Water shall be sufficient enough to keep plants in a living condition.

3.09 Cleanup:

During the installation, the Contractor will be required to keep all areas clean.

At the time of final inspection of work and before issuance of the final payment, the Contractor shall clean paved areas thoroughly by sweeping and/or washing. Any damage, defacements or stains caused by the work of this Section shall be removed.

The Contractor shall remove construction equipment, excess materials, tools, and all debris and rubbish from the site.

All dirt and debris caused by landscape operations shall be disposed of by the Contractor.

3.10 Final Acceptance:

Upon completion of all planting operations, including cleanup, the Contractor shall notify the Consultant and accompany him or her on inspection of planting. Any items found to be unsatisfactory shall be corrected prior to approval for final acceptance. The one-year guarantee period shall start at the date of final acceptance.

At the end of the one year guarantee period, and upon written notice submitted by the Contractor at least ten days before the anticipated date, an inspection will be made by the Consultant and the Contractor. At this one year inspection, the Contractor shall remove all guys, guy collars, and guy stakes from all guyed plants.

END OF SECTION 32 93 00

SECTION 33 40 00 STORMWATER UTILITES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the Storm Drainage Facilities work, as indicated on the drawings, as specified herein or both.

1.02 RELATED WORK

- A. Section 31 00 00 – Earthwork and Site Grading
- B. Section 31 25 00 - Sedimentation and Erosion Control

1.03 CLEARING

- A. Clearing or installation of pipe and all drainage structures shall be confined within the working limits of the trenches. Trees, utility poles, survey monuments, underground and overhead utilities shall be suitably protected and preserved.

1.04 EXISTING UTILITIES

- A. Furnish temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, cables, etc., and other obstructions encountered in the progress of the work.
- B. It shall be the responsibility of the Contractor to notify the Owner of existing utilities in the area of construction a minimum of 48 hours prior to any excavation adjacent to such utilities, so that field locations of said utilities may be established.

1.05 QUALITY ASSURANCE

- A. All work shall conform to Town of Huntersville/Mecklenburg standards and other applicable state and county requirements.
- B. All work shall be in accordance with NCDOT Standards and Specifications for Roads and Structures, latest edition.

PART 2 - PRODUCTS

2.01 PIPE

- A. Polyvinyl Chloride Pipe (PVC)
 - 1. PVC Pipe shall be schedule 40 and manufactured for gravity drainage applications with solvent weld bell ends.
 - 2. PVC pipe shall conform to ASTM D1784 and ASTM D2729.

3. Pipe shall be solid wall type pipe, unless specified otherwise on the contract documents.
- B. Reinforced Concrete Pipe (RCP)
1. Concrete pipe shall be produced by a reputable manufacturer of concrete pipe. Pipe manufacturer shall produce the pipe from an approved, permanent plant acceptable to the Designer of Record.
 2. All concrete pipe shall be reinforced and shall conform to the requirements of ASTM C-76, Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe. Pipe shall be the class III or class IV as identified on plans. Pipe shall have an interior surface which is smooth, uniform and free from rough spots, irregularities and projections. Nominal pipe lengths shall be 8' unless authorized otherwise by the Owners Representative. Lifting holes will be permitted, one (1) hole per length.
 3. Concrete pipe may be either bell and spigot, tongue and groove or modified tongue and groove.
 4. Cement grout joints shall be completely water tight and acceptable to the Owners Representative. A full bed of mortar shall be placed in the bell and/or groove and on the tongue and/or spigot. The annular space in the pipe joint shall be wiped with cement mortar to insure the joint is filled and to present a smooth surface. The complete exterior periphery of the joint shall have standard cement grout diaper joint. Diaper shall be installed with the aid of an approved cloth ring. Cement mortar joints shall be made in the dry. Mortar and grout shall be one part Portland Cement to two parts by weight of sand. Mortar shall have enough water to make a stiff mixture that can be molded and worked. Cement Mortar joints shall not be covered until inspected and approved by the Owners Representative

2.02 DRAINAGE STRUCTURES

- A. Polyvinyl Chloride (PVC): Where specified, PVC drainage structures shall be water-tight with gasketed connections, and shall be manufactured to meet H-20 traffic loading.
- B. Concrete: Unless otherwise specified, concrete and reinforced concrete shall conform to ASTM C-94 and have a minimum 28-day compressive strength of 600 psi. The concrete mixture shall have air content by volume of concrete, based on measurements made immediately after discharge from the mixer, of 3 to 6 percent when maximum size of coarse aggregates exceeds 1 1/2 inches. Air content shall be determined in accordance with ASTM C 231. The concrete covering over steel reinforcing shall be not less than 1 inch thick for covers and not less than 1 1/2 inches thick for walls and flooring. Concrete covering deposited directly against the ground shall have a thickness of at least 3 inches between steel and ground. Expansion-joint filler material shall conform to ASTM D 1725, D 1752, or AASHTO M 33 or shall be resin impregnated fiberboard conforming to the physical requirements of ASTM D 1752.
- C. Mortar: Mortar for drainage structures, and brick or block construction shall conform to ASTM C 270, Type M. The quantity of water in the mixture shall be sufficient to

produce a stiff workable mortar but in no case shall exceed 7 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkaline, and organic impurities. The mortar shall be used within 30 minutes after ingredients are mixed with water.

- D. Brick: Shall conform to ASTM C 623, Grade SW; ASTM C 55, Grade S-I or S-II; or ASTM C 32, Grade MS. Mortar for jointing and plastering shall consist of one part portland cement and two parts fine sand. Lime may be added to the mortar in a quantity not more than 25 percent of the volume of cement. The joints shall be filled completely and shall be smooth and free from surplus mortar on the inside of the structure. Brick structures shall be plastered with 1/2 inch of mortar over the entire outside surface of the walls. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course. For round structures, brick shall be laid radially with every sixth course a stretcher course.
- E. Reinforcing Steel: Steel reinforcement shall be protected at all times from damage and when placed in the work shall be free from dirt, dust, loose mill scale, loose rust, paint, oil, or other foreign materials. Deformed steel bar reinforcement shall conform to the requirements of ASTM A 615 for Grade 60. Tolerances for bending and cutting during fabrication shall be in accordance with the "Manual of Standard Practice" published by the Concrete Reinforcing Steel Institute. Bars shall be bent cold to the details shown on the plans. Cold drawn steel wire to be used as spirals or in fabricated form for the reinforcement of concrete shall meet the requirements of ASTM A 82. Welded wire fabric shall conform to ASTM A 185.
- F. Iron Casting: Castings shall be boldly filleted at angles, and the arises shall be sharp and perfect. No sharp, un-filleted angles or corners will be permitted. They shall be true to pattern in form and dimensions, free from pouring faults, sponginess, cracks, blow holes, and other defects affecting their strength and value for the service intended. All castings shall be sand blasted or otherwise effectively cleaned of scale.
- G. Stone Bedding for Drainage Structures: Stone bedding for drainage structures shall be NCDOT standard size 78m.
- H. Plain Rip Rap: Stone for plain rip rap shall consist of field stone or rough un-hewn quarry stone. The stone shall be sound, tough, dense, resistant to the action of air and water, and suitable in all other respects for the purpose intended. Stone shall vary in weight from 25 to 250 pounds. Rip-rap size shall be as specified on the drawings.
- I. Concrete Flared End Sections: Shall meet all applicable requirements of AASHTO M 170 and ASTM C 76 as per NCDOT/Town of Huntersville Standards.
- J. Drop inlets: Shall be constructed as per the NCDOT/Town of Huntersville Standards.
- K. Manhole: Shall be constructed as per the NCDOT/Town of Huntersville Standards.

PART 3 - EXECUTION

3.01 EXCAVATIONS

- A. Trenches shall be kept as nearly vertical as possible and, if required, shall be properly sheeted and braced. Where in the opinion of the Owners Representative, damage could result from withdrawing sheeting, the sheeting shall be left in place.
 - 1. Except in rock, water-bearing earth or where a granular or concrete base is to be used, mechanical excavation of trenches shall be stopped above the final grade elevation so that the pipe may be laid on a firm, undisturbed native earth bed. If over digging occurs, all loosened earth shall be removed and the trench bottom brought back to grade with granular material.
 - 2. Excavations and trenches in rock shall be carried to a depth of not less than 4" below the pipe bottom. This space shall be filled with granular material or washed rock.
 - 3. Width of trenches shall be such as to provide adequate space for placing and jointing pipe properly, but in every case the trench shall be kept to a minimum width.
 - 4. Any unstable soil encountered shall be removed and replaced with gravel, crushed rock or rock and sand suitably compacted.

3.02 PREPARATION TO TRENCH BOTTOM

- A. Water shall not be allowed in the trenches while the trench bottom is being prepared or while pipe is being installed, unless directed by the Owner's Representative.
- B. A continuous trough shall be shaped to receive the bottom quadrant of the pipe barrel. Bell holes shall be excavated so that after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.
- C. Preparation of the trench bottom and placement of the pipe shall be placed in the trench bottom a minimum of 4" below the bottom of the pipe, and a trough as described above shall be formed to uniformly support the bottom quadrant of the pipe barrel.

3.03 INSTALLATION OF DRAINAGE PIPE

- A. Pipe shall be protected during handling against impact shocks and free falls. Pipe shall be kept clean at all times and no pipe shall be used that does not conform to these Specifications.
- B. The laying of the pipe shall be commenced at the lowest point with spigot ends pointing in the direction of flow. All pipe shall be laid with ends abutting and true to line and grade. They shall be laid in accordance with manufacturer's requirements as approved by the Owner's Representative.
- C. Pipe shall be laid accurately to the line and grade as designated on the plans. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be jointed or of the factory made jointing material shall be clean and dry. Lubricant, primers, adhesive, etc., shall be used as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed,

fitted, joined and adjusted in such a manner as to obtain a water tight line. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to prevent movement of pipe off line and grade.

1. The exposed ends of all pipes shall be suitably plugged to prevent earth, water, or other substances from entering the pipe when construction is not in progress.

3.04 INSTALLATION OF DRAINAGE STRUCTURES

- A. Foundation: No masonry drainage structure shall be placed until the foundation has been approved by the Owner's Representative.

Where the foundation material is found to be of poor supporting value, the existing foundation material shall be removed by the undercutting to the depth directed by the Owner's Representative and backfilled with suitable material secured from locations along the project or from borrow sources. The backfill placed in the undercut area shall be compacted to a degree satisfactory to the Owner's Representative.

Where precast foundation slabs are used, the slab shall be set to within plus or minus 1/2 inch of grade on a bed of compacted bedding material which is 4 inches thick.

- B. Cast-In-Place Concrete, Brick, and Block Masonry: Concrete shall be constructed in accordance with the plans and details and shall be given an ordinary surface finish.

Where necessary to fit field conditions, the dimensions of the structure and footings shall be varied as directed by the Owner's Representative.

- C. Fittings and Connections: Where fittings enter the structure, they shall be placed as the work is built up, thoroughly bonded, and accurately spaced and aligned. Pipe connections shall be made so that the pipe does not project beyond the inside wall of the drainage structure and shall be grouted as necessary to make smooth and uniform surfaces on the inside of the structure. Metal frames for grates and covers shall be set in full mortar beds or secured by methods approved by the Owner's Representative.

3.05 BACKFILLING TRENCHES

- A. No trenches or excavations shall be backfilled until the trench and installation has been inspected and written approval given by the Owner's Representative. Under no circumstances shall water be permitted to rise in un-backfilled trenches after pipe has been placed. Trenches shall be backfilled with approval material free from large clods, stones or rocks and carefully deposited in layers not to exceed 6" until enough fill has been placed to provide a cover of not less than 1' above the pipe. Each layer shall be placed, then carefully and uniformly tamped, so as to eliminate the possibility of pipe displacement. The remainder of backfill material shall then be placed, moistened and compacted 12" layers to 98% maximum A.A.S.H.T.O. T-180 density.
- B. Whenever the trenches have been improperly filled or if settlement occurs, they shall be refilled, compacted, smoothed off and made to conform to grade. Unless otherwise directed or shown on the plans, backfill in trenches in or through roadways shall be made as specified above, except that the entire fill above 1' over the pipe shall be deposited in layers not to exceed 12" in thickness, moistened, and compacted to density

equal to or greater than that of adjacent material so that pavement can be placed immediately.

3.06 INSPECTION

- A. All storm systems shall be inspected by the Owner's Representative prior to acceptance of the work. Repairs or misalignment shown necessary by the tests shall be corrected at the Contractor's expense. All storm sewers shall be thoroughly cleaned before being placed into use and shall be kept clean until final acceptance by the Owner's Representative.

3.07 RESTORATION OF SURFACES AND/OR STRUCTURES

- A. The Contractor shall restore and/or replace paving, curbing, sidewalks, fences and survey points, or any other disturbed surfaces or structures to a condition equal to that before the work was begun and to the restoration of surfaces and/or structures, the Contractor shall comply with all requirements of governing agencies including village, county and state.

END OF SECTION 33 40 00

ADDENDUM #1

April 19, 2021

PROJECT: **Downtown Greenway – Phase 1 Trailhead
Huntersville, North Carolina**

Changes and Clarifications to Project Manual

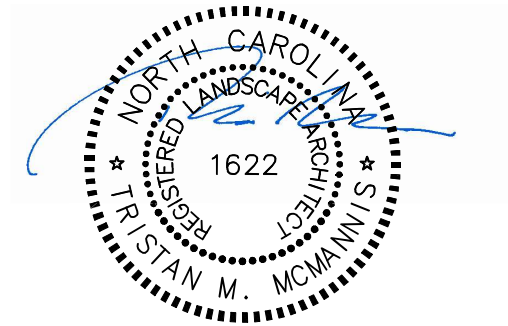
1. Replace Downtown Greenway – PHASE 1 TRAILHEAD – Unit Price Spreadsheet with the attached Downtown Greenway – PHASE 1 TRAILHEAD – Unit Price Spreadsheet

All other terms, conditions and descriptions remain the same. Contractor must acknowledge issuance of this addendum in their Single Prime General Construction Contract. The bid closing date remains Friday, May 14, 2021 at 2:00 PM.

Attachments:

1. **Downtown Greenway – PHASE 1 TRAILHEAD – Unit Price Spreadsheet**

End of Addendum 1



04/19/2021

DOWNTOWN GREENWAY – PHASE 1 TRAILHEAD

Downtown Greenway - PHASE 1 TRAILHEAD - Unit Price Spreadsheet:

	Item Description	Base Bid Quantity	Unit	Unit Cost	Total-Base Bid
1	Mobilization/General Conditions	1	LS		
2	Construction Surveying	1	LS		
3	Selective Demolition of Existing Curb and Asphalt	1	LS		
4	Undercut and Replace Unsuitable Soil (Allowance)	350	CY		
5	Construction Access Drive (gravel) 18'x100'x6"	1	EA		
6	Cut and Compact On-Site	135	CY		
7	Earthwork-Fine Grading of Parking Lot	6650	SF		
8	Earthwork-Fine Grading of Trailhead	15,550	SF		
9	Temporary Silt Fencing	25	LF		
10	E. C. Devices - Silt Fence Outlets	1	EA		
11	EC Maintenance	2	MONTH		
12	Temporary Seeding	0.64	AC		
13	Seeding/Hydroseeding	0.21	AC		
14	Bike Rack - OPE/Install Only	1	EA		
15	Park Bench/OPE Install Only	4	EA		
16	Monument Sign	1	EA		
17	4" Concrete Sidewalk	670	SY		
18	Brick Pavers	63	SY		
19	Arbors	2	EA		
20	21" HT. Planter Seat Wall	92	LF		
21	Truncated Domes	1	EA		
22	Curb and Gutter	610	LF		
23	Accessible Curb Ramp	1	EA		
24	Curb Flume	2	EA		
25	12" SCH. 40 PVC Storm Pipe	97	LF		
26	Atrium Drain	2	EA		
27	Rip Rap Outlets	1	TN		
28	5/8" Double Check Valve Assembly	1	EA		
29	Water Meter Box Lid Replacement and Adjustment	1	LS		
30	4" SCH. 40 PVC Sleeves for Irrigation	170	LF		
31	4" PVC Sleeves for Electrical	70	LF		
32	Light Pole Replacement	1	EA		
33	Trees	15	EA		
34	Shrubs	35	EA		
35	(2) Lift of 2" of SF9.5B Asphalt Pavement	81	TN		
36	8" Aggregate Base Course	325	TN		
37	Pavement Striping	1	LS		
	Subtotal:				
38	Alternate #1: 2" S9.5B Asphalt Pavement for Trail	295	TN		

ADDENDUM #2

April 22, 2021

PROJECT: **Downtown Greenway – Phase 1 Trailhead
Huntersville, North Carolina**

Changes and Clarifications to Project Manual

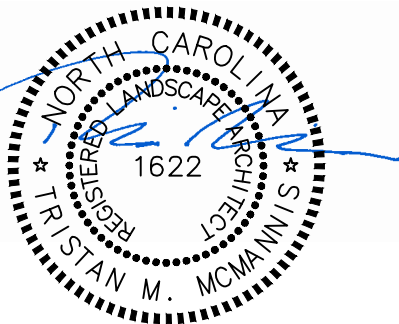
1. This addendum is being issued to clarify the limits of the project being bid under this contract. Please see attached exhibit delineating the limits of work.

All other terms, conditions and descriptions remain the same. Contractor must acknowledge issuance of this addendum in their Single Prime General Construction Contract. The bid closing date remains Friday, May 14, 2021 at 2:00 PM.

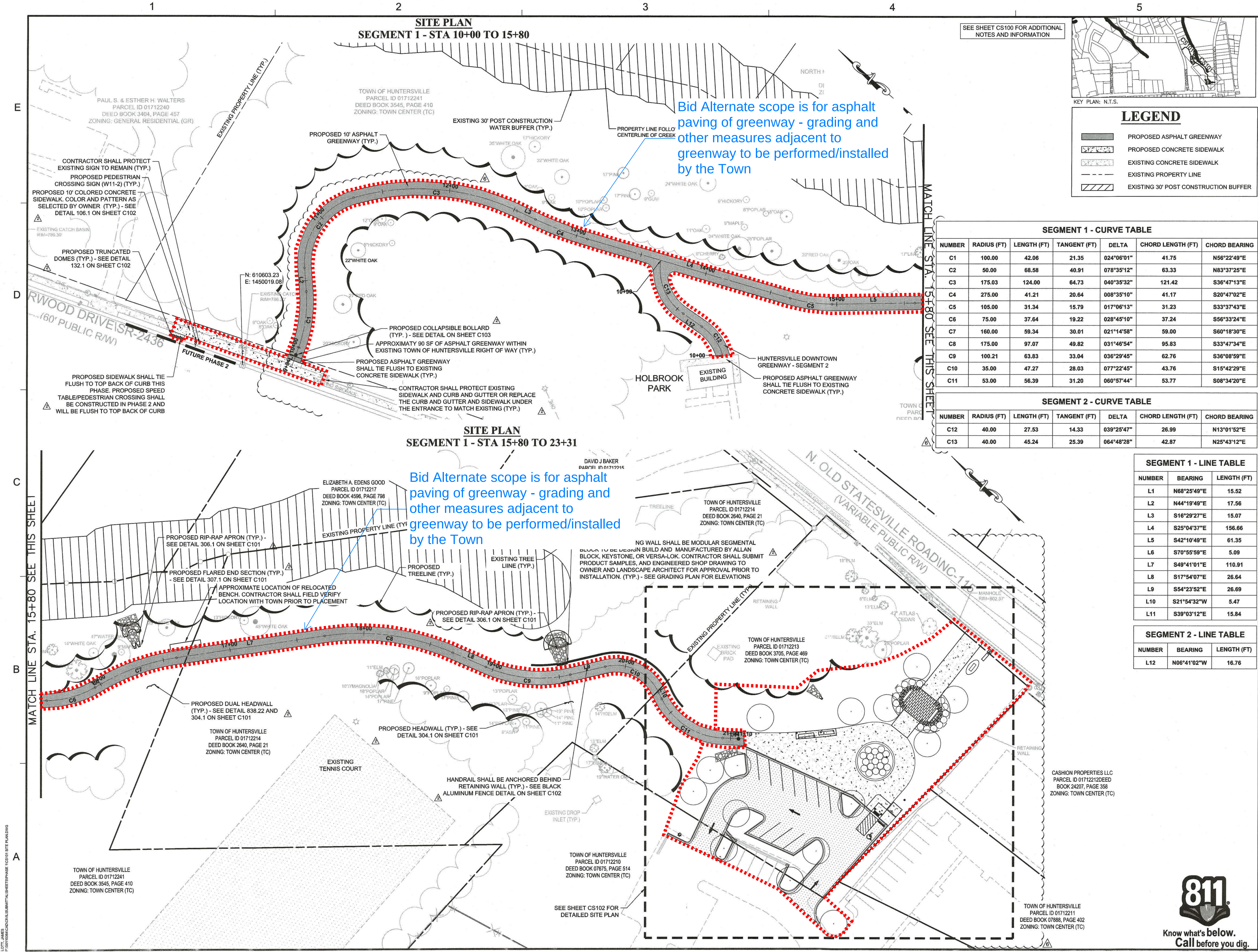
Attachments:

1. Markup of sheets CS101 and CS102 from plan set titled “Downtown Greenway – Phase 1” revised February 4, 2021

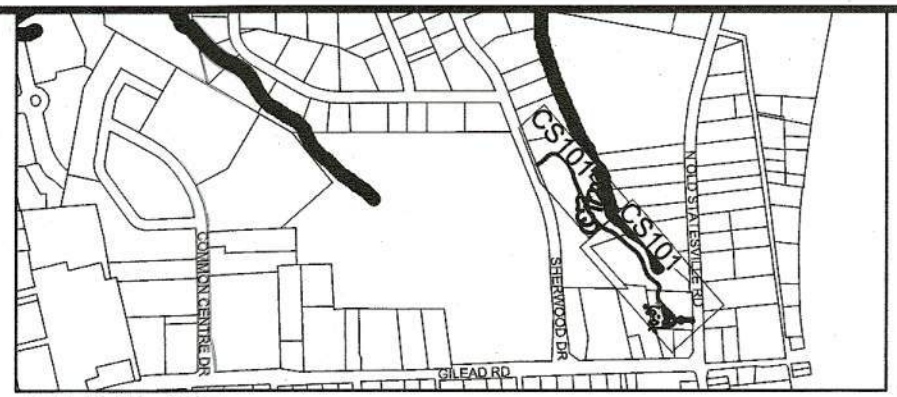
End of Addendum 1



4/22/2021



SEE SHEET CS100 FOR ADDITIONAL NOTES AND INFORMATION



LEGEND

[Symbol]	PROPOSED ASPHALT GREENWAY
[Symbol]	PROPOSED CONCRETE SIDEWALK
[Symbol]	EXISTING CONCRETE SIDEWALK
[Symbol]	EXISTING PROPERTY LINE
[Symbol]	EXISTING 30' POST CONSTRUCTION BUFFER

SEGMENT 1 - CURVE TABLE

NUMBER	RADIUS (FT)	LENGTH (FT)	TANGENT (FT)	DELTA	CHORD LENGTH (FT)	CHORD BEARING
C1	100.00	42.06	21.35	024°06'01"	41.75	N56°22'49"E
C2	50.00	68.58	40.91	078°35'12"	63.33	N83°37'25"E
C3	175.03	124.00	64.73	040°35'32"	121.42	S36°47'13"E
C4	275.00	41.21	20.64	008°35'10"	41.17	S20°47'02"E
C5	105.00	31.34	15.79	017°06'13"	31.23	S33°37'43"E
C6	75.00	37.64	19.22	028°45'10"	37.24	S56°33'24"E
C7	160.00	59.34	30.01	021°14'58"	59.00	S60°18'30"E
C8	175.00	97.07	49.82	031°46'54"	95.83	S33°47'34"E
C9	100.21	63.83	33.04	036°29'45"	62.76	S36°08'59"E
C10	35.00	47.27	28.03	077°22'45"	43.76	S15°42'29"E
C11	53.00	56.39	31.20	060°57'44"	53.77	S08°34'20"E

SEGMENT 2 - CURVE TABLE

NUMBER	RADIUS (FT)	LENGTH (FT)	TANGENT (FT)	DELTA	CHORD LENGTH (FT)	CHORD BEARING
C12	40.00	27.53	14.33	039°25'47"	26.99	N13°01'52"E
C13	40.00	45.24	25.39	064°48'28"	42.87	N25°43'12"E

SEGMENT 1 - LINE TABLE

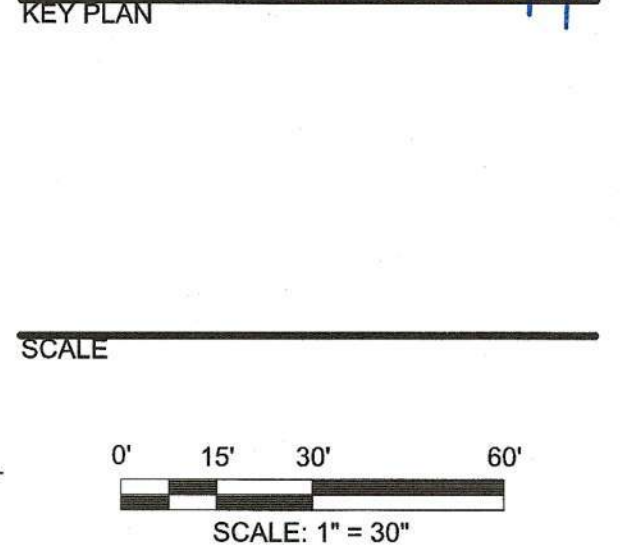
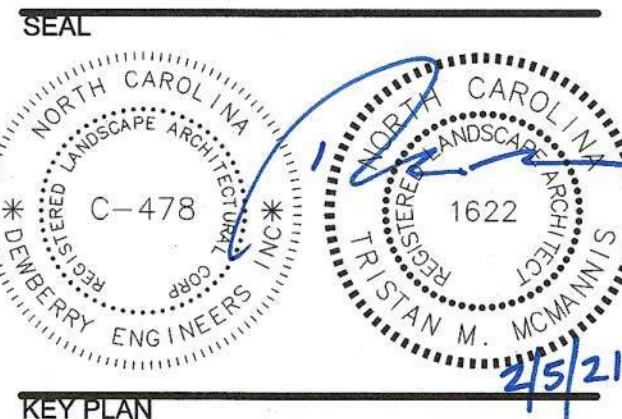
NUMBER	BEARING	LENGTH (FT)
L1	N68°25'49"E	15.52
L2	N44°19'49"E	17.56
L3	S16°29'27"E	15.07
L4	S25°04'37"E	156.66
L5	S42°10'49"E	61.35
L6	S70°55'59"E	5.09
L7	S49°41'01"E	110.91
L8	S17°54'07"E	26.64
L9	S54°23'52"E	26.69
L10	S21°54'32"W	5.47
L11	S39°03'12"E	15.84

SEGMENT 2 - LINE TABLE

NUMBER	BEARING	LENGTH (FT)
L12	N06°41'02"W	16.76

Dewberry
Dewberry Engineers Inc.
9300 Harris Corners Parkway
Suite 220
Charlotte, NC 28269-2618
704.509.9918
NCBOLA #C-478

TOWN OF HUNTERSVILLE PARK
AND RECREATION DEPARTMENT
DOWNTOWN GREENWAY
PHASE 1
132 COMMERCE CENTRE DRIVE
HUNTERSVILLE, NORTH CAROLINA
100% CONSTRUCTION DOCUMENTS



REVISIONS

NO.	DESCRIPTION	DATE
1	RTAP CYCLE 1 COMMENTS	2/4/2021
2	RTAP	11/3/2020
3	TOWN COMMENTS	8/20/2020
4	TOWN COMMENTS	8/10/2020
5	TOWN COMMENTS	7/1/2020
6	NCDEQ COMMENTS	5/27/2020

DRAWN BY: KAVV
APPROVED BY: TMM
CHECKED BY: TMM
DATE: 05/15/2020
TITLE:

SITE PLAN
(SHEET 2 OF 3)
PROJECT NO. 50110364



**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Kevin Fox, Director

Date: June 7, 2021

Subject: Adopt Resolution Awarding Construction Contract for Holbrooks Street Extension

EXPLAIN REQUEST:

On May 12, 2021, sealed bids were received by Public Works and publicly opened for the Holbrook Street Extension Project.

It is my recommendation that the project be awarded to the lowest responsible bidder, Kemp Sigmon Construction Co., Inc with a bid of \$1,151,483.03. This contractor has demonstrated a history of successful performance and completion of similar projects.

Contract completion date for this project is April 30, 2022.

ACTION RECOMMENDED:

Adopt Resolution and Award Contract to Kemp Sigmon Construction Co., Inc.

FINANCIAL IMPLICATIONS:

As provided for in Transportation Reserve and Bond Budget

ATTACHMENTS:

1. Resolution Awarding Construction Contract-5.20.2021
2. Contract for Board Meeting- 5.20.2021 - Reduced



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE
HOLBROOK ST EXTENSION CONSTRUCTION CONTRACT**

Whereas, the Town of Huntersville proposes to enter into a construction services agreement for the Holbrook St Extension Project (the "Project"); and

Whereas, N.C.G.S. 143-129(a) requires the procedures of letting public contracts through formal bid process for projects in an amount equal to or more than five hundred thousand dollars (\$500,000); and

Whereas, pursuant to N.C.G.S. 143-129(b), the contract proposal invitation to bid was advertised in a local newspaper and advertised electronically on the Town of Huntersville website and Historically Underutilized Businesses (HUB) website; and

Whereas, formal bid procedures were conducted in accordance with N.C.G.S. 143-129, the lowest responsible bidder being Kemp Sigmon Construction Co., Inc.; and

Whereas, the Town now desires to enter into a construction services agreement with Kemp Sigmon Construction Co., Inc (the "Agreement"), the Agreement being attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and awards the Project to Kemp Sigmon Construction Co., Inc, the lowest responsible responsive bidder.
2. The Agreement for the project attached hereto as Exhibit A is approved.
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 and any related documents; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 7th day of June, 2021.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A



INVITATION TO BID

The Town of Huntersville will receive sealed bids for the Holbrook Street Extension Project until 2:00pm on May 12, 2021 at the Huntersville Town Center, 105 Gilead Rd. 3rd floor Conference Room 302, Huntersville, NC 28070, at which time and place the bids will be opened and read aloud. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. Last day for questions regarding this project will be Tuesday May 4, 2021 at 2:00 PM, with an addenda answering all received questions being distributed on Wednesday May 5, 2021.

Bid documents are available from the Town to be viewed by appointment only, contact Kevin Garton, PE at kgarton@huntersville.org or visit www.huntersville.org/251/Bid-Proposals.

The Town of Huntersville is committed to providing opportunities for small and disadvantage businesses. The Town encourages bids from Historically Underutilized Businesses (HUB).

The Huntersville Board reserves the right to reject any and all bid proposals received, for any reason at any time, and to waive minor informalities.

Kevin Garton, PE
Construction Engineer
Town of Huntersville



CONTRACT PROPOSAL

PROJECT: Holbrook Street Extension

LOCATION OF THE WORK: Holbrook Street

TYPE OF WORK: Grading, Paving, Sidewalk, Curb and Gutter, and Storm Drainage

BIDS MUST BE RECEIVED BY: Wednesday May 12, 2021 by 2:00 p.m.

PHYSICAL ADDRESS FOR BID SUBMISSION: Huntersville Public Works
Huntersville Town Center
105 Gilead Road, Suite 300 (3rd Floor),
Conference Room #: 302
Huntersville, NC 28078
Attn: Kevin Garton, P.E.

MAILING ADDRESS FOR BID SUBMISSION: Huntersville Public Works
PO BOX 664; Huntersville, NC 28078
Attn: Kevin Garton, P.E.

DATE OF AVAILABILITY & COMPLETION: June 14th, 2021 and April 30, 2022

Notice: All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board.

Kemp Sigman Construction Co., Inc. 67058
NAME OF BIDDER N.C. CONTRACTOR'S LICENSE NUMBER

PO Box 1270, Claremont, NC 28610
ADDRESS OF BIDDER

Exhibit B - Itemized Bid

LINE NO.	DESC. NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	1	0000100000-N	800	MOBILIZATION	1	LS	54,000.00	54,000.00
2	2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	15,000.00	15,000.00
3	28	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	1	ACR	100.00	100.00
4	34	0036000000-E	225	UNDERCUT EXCAVATION	50	CY	50.00	2,500.00
5	35	0043000000-N	226	GRADING	1	LS	305,000.00	305,000.00
6	46	0134000000-E	240	DRAINAGE DITCH EXCAVATION	70	CY	40.00	2,800.00
7	53	0192000000-N	260	PROOF ROLLING	10	HR	50.00	500.00
8	56	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	200	SY	5.00	1,000.00
9	74	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	150	TON	40.00	6,000.00
10	75	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	460	SY	2.00	920.00
11	96	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	212	LF	65.00	13,780.00
12	97	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	132	LF	70.00	9,240.00
13	98	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	244	LF	80.00	19,520.00
14	100	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	16	LF	200.00	3,200.00
15	111	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	436	LF	85.00	37,060.00
16	113	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	264	LF	90.00	23,760.00
17	118	0453000000-E	310	15" PIPE END SECTION	1	EA	1,250.00	1,250.00
18	118	0453000000-E	310	18" PIPE END SECTION	1	EA	1,500.00	1,500.00
19	118	0453000000-E	310	24" PIPE END SECTION	4	EA	2,000.00	8,000.00
20	118	0453000000-E	310	36" PIPE END SECTION	1	EA	3,500.00	3,500.00
21	158	0995000000-E	340	PIPE REMOVAL	21	LF	25.00	525.00
22	187	1220000000-E	545	INCIDENTAL STONE BASE	50	TON	40.00	2,000.00
23	198	1330000000-E	607	INCIDENTAL MILLING	80	SY	40.00	3,200.00
24	204	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	1230	TON	102.00	126,210.00
25	207	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1020	TON	103.15	105,213.00
26	211	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	750	TON	64.25	48,187.50
27	218	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	150	TON	525.00	78,750.00
28	271	2000000000-N	806	RIGHT-OF-WAY MARKERS	19	EA	250.00	4,750.00
29	300	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	19	EA	2,000.00	38,000.00
30	302	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	12.8	LF	500.00	6,400.00
31	308	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	1	EA	1050.00	1,050.00
32	313	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE E, F & G	16	EA	850.00	13,600.00
33	314	2396000000-N	840	FRAME WITH COVER, STD 840.54	2	EA	1000.00	2,000.00
34	337	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	80	LF	22.00	1,760.00
35	338	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	2640	LF	22.00	58,080.00
36	344	2591000000-E	848	4" CONCRETE SIDEWALK	1130	SY	35.00	39,550.00
37	346	2605000000-N	848	CONCRETE CURB RAMPS	8	EA	1,750.00	14,000.00
38	347	2612000000-E	848	6" CONCRETE DRIVEWAY	30	SY	75.00	2,250.00
39	392	3030000000-E	862	STEEL BEAM GUARDRAIL	350	LF	20.00	7,000.00
40	409	3288000000-N	SP	GUARDRAIL END UNITS, TYPE TL-2	2	EA	3,200.00	6,400.00
41	469	3628000000-E	876	RIP RAP, CLASS I	60	TON	80.00	4,800.00
42	474	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	605	SY	3.00	1,815.00
43	SP	3577000000-N	SP	LOT 17 FENCING	1	LS	5,000.00	5,000.00

Exhibit B - Itemized Bid

LINE NO.	DESC. NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
Traffic Control, Pavement Marking and Signing								
44	516	4025000000-E	901	CONTRACTOR FURNISHED, TYPE E SIGN	40	SF	28.00	1,120.00
45	522	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	100	LF	8.00	800.00
46	531	4102000000-N	904	SIGN ERECTION, TYPE E	7	EA	125.00	875.00
47	633	4589000000-N	SP	TEMPORARY TRAFFIC CONTROL	1	LS	30,000.00	30,000.00
48	707	4891000000-E	1205	THERMOPLASTIC WHITE STOP BAR	45	LF	25.00	1,125.00
Erosion Control								
49	987	6000000000-E	1605	TEMPORARY SILT FENCE	2620	LF	2.50	6,550.00
50	988	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	170	TON	10.00	1,700.00
51	989	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	150	TON	10.00	1,500.00
52	990	6012000000-E	1610	SEDIMENT CONTROL STONE	295	TON	10.00	2,950.00
53	991	6015000000-E	1615	TEMPORARY MULCHING	2.5	ACR	2,000.00	5,000.00
54	992	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	200	LB	10.00	2,000.00
55	993	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	2	TON	1,500.00	3,000.00
56	994	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF	20.00	4,000.00
57	995	6029000000-E	SP	SAFETY FENCE	180	LF	2.50	450.00
58	996	6030000000-E	1630	SILT EXCAVATION	660	CY	5.00	3,300.00
59	997	6036000000-E	1631	MATting FOR EROSION CONTROL	7500	SY	1.75	13,125.00
60	998	6037000000-E	SP	COIR FIBER MAT	30	SY	20.00	600.00
61	999	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	80	SY	10.00	800.00
62	1001	6042000000-E	1632	1/4" HARDWARE CLOTH	720	LF	5.00	3,600.00
63	1013	6070000000-N	1639	SPECIAL STILLING BASINS	4	EA	250.00	1,000.00
64	1015	6071012000-E	SP	COIR FIBER WATTLE	70	LF	10.00	700.00
65	1019	6071030000-E	1640	COIR FIBER BAFFLE	220	LF	8.00	1,760.00
66	1020	6071050000-E	SP	(1-1/2") SKIMMER	4	EA	1500.00	6,000.00
67	1025	6084000000-E	1660	SEEDING & MULCHING	3	ACR	3,000.00	9,000.00
68	1026	6087000000-E	1660	MOWING	3	ACR	100.00	300.00
69	1027	6090000000-E	1661	SEED FOR REPAIR SEEDING	50	LB	5.00	250.00
70	1028	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	2,000.00	500.00
71	1029	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	75	LB	5.00	375.00
72	1032	6108000000-E	1665	FERTILIZER TOPDRESSING	2.00	TON	1500.00	3,000.00
73	1037	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	50.00	500.00
74	1038	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	13	EA	100.00	1,300.00
75	1039	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	3	EA	750.00	2,250.00
					Subtotal		1,091,650.50	
					5% Contingency		54,832.53	
					Total Bid		\$ 1,146,483.03	

Exhibit B - Itemized Proposal

Kemp Sigman Construction Co, Inc
Company Name

5/12/2021
Date

Tyler Sigman
Print Name

President
Title


Signature



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
25752	49121	Print Legal Ad - IPL0019959		\$30.60	2	1.71

Attention: Janet Pierson
TOWN OF HUNTERSVILLE/ADMINISTRATOR
TOWN CLERK
PO BOX 664
HUNTERSVILLE, NC 28078

INVITATION TO BID

The Town of Huntersville will receive sealed bids for the Holbrook Street Extension Project until 2:00pm on May 12, 2021 at the Huntersville Town Center, 105 Gilead Rd. 3rd floor Conference Room 302, Huntersville, NC 28070, at which time and place the bids will be opened and read aloud. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. Last day for questions regarding this project will be Tuesday May 4, 2021 at 2:00 PM, with an addenda answering all received questions being distributed on Wednesday May 5, 2021. For questions and bid documents please contact Kevin Garton, PE at kgarton@huntersville.org or visit <https://www.huntersville.org/bids.aspx>. The Town of Huntersville is committed to providing opportunities for small and disadvantaged businesses. The Town encourages bids from Historically Underutilized Businesses (HUB). The Huntersville Board reserves the right to reject any and all bid proposals received, for any reason at any time, and to waive minor informalities.
IPL0019959
Apr 22 2021

North Carolina } ss
Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

No. of Insertions: 1

Beginning Issue of: 04/22/2021

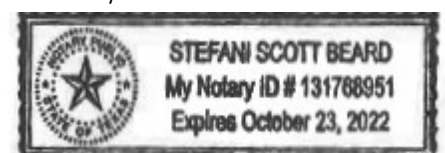
Ending Issue of: 04/22/2021

Tara Pennington

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 19th day of May, 2021

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

From: Emanuel Jr. <emanuelmcgirt@doa.nc.gov>

Sent: Wednesday, April 14, 2021 11:18 AM

To: Kevin Garton <kgarton@huntersville.org>

Cc: Guenther, John <john.guenther@doa.nc.gov>; Puckett, Alisha <alisha.puckett@doa.nc.gov>

Subject: Town of Huntersville- Holbrook St Extension- Huntersville, North Carolina(BID#5392)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Garton,

Your invitation to the bid notice has been posted on the HUB Office Bid Opportunities

Webpage: [NC DOA : Town of Huntersville- Holbrook St Extension- Huntersville, North Carolina](#)

Please review the posting and let us know if any changes are needed.

- We strongly encourage you to print your posting to keep as documentation of your efforts to reach Historically Underutilized Businesses.
- Please let us know the name of the company that was awarded the work by e-mailing it to John Guenther (john.guenther@doa.nc.gov).
- If you know if the winning company is a HUB or any of its subcontractors are HUBs that would be helpful to know as well.

Thank you for using the HUB Bid Opportunities website and for providing feedback on who responds to your posting.

All the best,

Emanuel McGirt Jr.

Project Coordinator
Office of Historically Underutilized Businesses
NC Department of Administration





Sign up to receive an email when new bids are added!

 [Format for Printing](#)

Bid Title:	Holbrook St Extension Project
Category:	Engineering & Public Works
Status:	Open
Bid Recipient:	Kevin Garton PE: kgarton@huntersville.org

Description:

The Town of Huntersville will receive sealed bids for the Holbrook Street Extension Project until 2:00pm on May 12, 2021 at the Huntersville Town Center, 105 Gilead Rd. 3rd floor Conference Room 302, Huntersville, NC 28070, at which time and place the bids will be opened and read aloud. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. Last day for questions regarding this project will be Tuesday May 4, 2021 at 2:00 PM, with an addenda answering all received questions being distributed on Wednesday May 5, 2021.

Bid documents are available from the Town to be viewed by appointment only, contact Kevin Garton, PE at kgarton@huntersville.org or visit www.huntersville.org/251/Bid-Proposals.

The Town of Huntersville is committed to providing opportunities for small and disadvantage businesses. The Town encourages bids from Historically Underutilized Businesses (HUB).

The Huntersville Board reserves the right to reject any and all bid proposals received, for any reason at any time, and to waive minor informalities.

Publication Date/Time:

4/14/2021 12:00 AM

Closing Date/Time:

5/12/2021 2:00 PM

Bid Opening Information:

May 12, 2021-2:00PM

Contact Person:

Kevin Garton, PE [704-766-2225](tel:7047662225) or kgarton@huntersville.org

Related Documents:

HolbrookStExt_Sealed_2021-03-26

Holbrook St Contract - FOR-BID

Itemized Bid Tab- Holbrook St Extension Project							Sealand Contractors		Performance Managed Construction Inc		Country Boy Landscaping		Kemp Sigmon Construction Company, Inc		Blythe Construction	
LINE NO.	DESC. NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
Subtotal							\$	1,460,074.75	\$	1,269,935.00	\$	1,182,444.50	\$	1,096,650.50	\$	1,962,930.00
5% Contingency							\$	73,003.74	\$	63,496.75	\$	59,122.23	\$	54,832.53	\$	98,146.50
Total Bid							\$	1,533,078.49	\$	1,333,431.75	\$	1,241,566.73	\$	1,151,483.03	\$	2,061,076.50

**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Pattie Ellis, Finance Director

Date: June 7, 2021

Subject: Property Tax refunds

EXPLAIN REQUEST:

Attached is the Refund report from Mecklenburg County. This report contains six refunds totaling \$12,883.96 which includes \$575.80 interest. These refunds are the result of the Property Tax Commission. *(Pattie McGinnis)*

ACTION RECOMMENDED:

Approve Board Action.

FINANCIAL IMPLICATIONS:

Decrease in revenue.

ATTACHMENTS:

1. PTC refunds 2021 05 23

HUNTERSVILLE Refunds															
Tax Year	Bill Number	Parcel #	Source Type	Adj #	Adj Reason	Date of Adj.	Additional Owners	Refund Recipient Name	Refund Address Line 1	Refund City	State	Zip	Payment Date for Interest Calculation	Refund Amount (\$)	Total Interest to Pay if mailed on or before 6/14/2021 (\$)
2020	0001444023-2020-2020-0000-00	00537122	REI	593322	PTC Decision	5/21/2021	C/O AEW CAPITAL MANAGEMENT	NORTH POINTE REALTY CORP	300 S TRYON STREET SUITE 200	CHARLOTTE	NC	28202	1/6/2021	\$ 1,853.28	\$ 40.37
2019	0001444021-2019-2019-0000-00	00537121	REI	593313	PTC Decision	5/17/2021	C/O AEW CAPITAL MANAGEMENT	NORTH POINTE REALTY CORP	300 S TRYON STREET SUITE 200	CHARLOTTE	NC	28202	1/7/2020	\$ 3,738.96	\$ 268.39
2020	0001444021-2020-2020-0000-00	00537121	REI	593315	PTC Decision	5/17/2021	C/O AEW CAPITAL MANAGEMENT	NORTH POINTE REALTY CORP	300 S TRYON STREET SUITE 200	CHARLOTTE	NC	28202	1/6/2021	\$ 3,738.96	\$ 81.44
2019	0001444023-2019-2019-0000-00	00537122	REI	593319	PTC Decision	5/17/2021	C/O AEW CAPITAL MANAGEMENT	NORTH POINTE REALTY CORP	300 S TRYON STREET SUITE 200	CHARLOTTE	NC	28202	1/7/2020	\$ 1,853.28	\$ 133.03
2019	0001444213-2019-2019-0000-00	00537201	REI	593327	PTC Decision	5/17/2021	C/O AEW CAPITAL MANAGEMENT	NORTH POINTE REALTY CORP	300 S TRYON STREET SUITE 200	CHARLOTTE	NC	28202	1/7/2020	\$ 561.84	\$ 40.33
2020	0001444213-2020-2020-0000-00	00537201	REI	593328	PTC Decision	5/21/2021	C/O AEW CAPITAL MANAGEMENT	NORTH POINTE REALTY CORP	300 S TRYON STREET SUITE 200	CHARLOTTE	NC	28202	1/6/2021	\$ 561.84	\$ 12.24
													TOTAL \$ 12,308.16 \$ 575.80		

**Town of Huntersville
Town Board
June 7, 2021**

To: Town Board

From: Janet Pierson, Town Clerk

Date: June 7, 2021

Subject: Cancel July 5, 2021 Regular Town Board Meeting.

EXPLAIN REQUEST:

Cancel the July 5, 2021 Regular Town Board Meeting due to the Independence Day holiday.

ACTION RECOMMENDED:

Cancel July 5, 2021 Regular Town Board Meeting

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None