

Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Alisia Bergsman
Amanda Dumas
Edwin Quarles
LaToya Rivers
Nick Walsh



Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

AGENDA

Regular Town Board Meeting February 19, 2024 - 6:00 PM TOWN HALL (101 Huntersville-Concord Road)

**Live Stream available via YouTube
@townofhuntersvillenc28078**

1. Pre-meeting - 5:15 p.m.

1.A. Fire Department Update. *(Chief Jim Dotoli)*

2. Call to Order

3. Invocation/Moment of Silence

4. Pledge of Allegiance

5. Announcements

6. Public Comments, Requests, or Presentations

6.A. Melissa Easley, District 1 Charlotte-Mecklenburg Board of Education

6.B. Proclamation for Black History Month. *(Mayor Christy Clark)*

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Adopt Resolution to accept the Main Street Landscaping Contract. *(Kevin Fox)*

8.B. Approve budget amendment appropriating grant funds from the State in the amount of \$500,000 to Contract Services to provide initial aesthetics, which includes a stone veneer wall, trees and shrubs, in and around the north and south roundabouts on Main Street. *(Pattie McGinnis)*

- 8.C. Approve budget amendment appropriating Fire Services fund balance in the amount of \$59,875.40 to Fire Uniform Expense account to outfit nine new full-time firefighters. (*Pattie McGinnis*)
- 8.D. Approve budget amendment appropriating Insurance proceeds - Parks & Recreation Revenue in the amount of \$1,203.12 to Contract Services and appropriate Insurance proceeds - Public Works Revenue in the amount of \$1,203.13 to Contract Services to repair a leak in the wall at the Seagle Street building. (*Pattie McGinnis*)
- 8.E. Approve property tax refund report from Mecklenburg County. (*Pattie McGinnis*)
- 8.F. Approve amendments to the Public Comment and Public Hearing Policy. (*Emily Sloop*)

9. Public Hearings

- 9.A. Conduct public hearing on Street Name Change Petition, University City Church Drive, a request by Workmanship LLC to rename all of University City Church Drive to Ambassador Christian Way, a length of 0.14 miles, beginning at Sam Furr Road and dead ending. (*Patrick Patterson*)

10. Other Business

- 10.A. Consider decision on Street Name Change Petition, University City Church Drive, a request by Workmanship LLC to rename all of University City Church Drive to Ambassador Christian Way, a length of 0.14 miles, beginning at Sam Furr Road and dead ending. (*Patrick Patterson*)
- 10.B. Consider decision on Petition #R23-11, Morningstar Storage, a request by Morningstar Properties to rezone +/- 3.934 acres located at 16230 and 16204 Old Statesville Road from Special Purpose and Highway Commercial to Special Purpose - Conditional District for an indoor storage facility. (*Jesse James*)
- 10.C. Consider decision on Petition #R23-10, Commercial Communication Tower, a request by Berkley Group III, LLC to rezone +/-6.00 acres located at 15105 Holbrooks Road from Transitional Residential and Neighborhood Residential District to Special Purpose - Conditional District. (*Nathan Farber*)
- 10.D. Consider decision on Petition #TA23-06, a request by the Huntersville Planning Department to amend the Zoning Ordinance to comply with House Bill 488. (*Nathan Farber*)
- 10.E. Consider a decision on #TA23-07, a request by the Huntersville Planning Department to amend the Zoning Ordinance, Article 12, Section 12.2.1 "Interconnected" to clean up definition. (*Patrick Patterson*)

- 10.F. Consider appointing one member to the Huntersville Ordinances Advisory Board due to one expiring term. (*Brian Richards*)
- 10.G. Consider adopting final Resolution that authorizes the limited obligation bonds official statement and executes the debt contract and the deed of trust for the New Town Hall prepared by bond counsel. (*Pattie McGinnis*)
- 10.H. Consider adopting construction contract for new Town Hall project. (*Emily Sloop*)

11. Closing Comments

12. Adjourn

GENERAL MEETING INFORMATION

Town Board:

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

Meeting Time, Place and Agenda:

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

Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet prior to the beginning of the meeting. Once the meeting has begun, a person may not sign up to speak. Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. (Public Comment and Public Hearing Policy - Adopted April 19th 2021)

Special Accommodations:

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

Town of Huntersville

Proclamation

WHEREAS, noted historian, Dr. Carter G. Woodson, announced the second week of February as “Negro History Week” in 1926 in order to increase public awareness and appreciation of the important role that African-Americans have played in shaping America’s history; and

WHEREAS, the second week of February was chosen to coincide with the birthdays of Frederick Douglass and Abraham Lincoln, was celebrated by Black people in the United States; and

WHEREAS, the United States government officially recognized Negro History Week in 1976 as part of the U.S. Bicentennial, expanding it to Black History Month; and

WHEREAS, America is a melting pot of cultures and ethnicities; all part of the “Land of the Free.” Black History Month fosters cultural awareness and understanding, while encouraging education about contributions made by Americans of color; and

WHEREAS, the omission of much of the history and contributions of African-Americans from textbooks and other literature has impeded awareness and appreciation; and

WHEREAS, the celebration of Black History Month is a positive way of recognizing the culture and history of African-Americans as vital to the core beliefs and values of this society; and

WHEREAS, the contributions of African-Americans have played significant roles and made lasting contributions to our Town’s history and the history of our economic, cultural, spiritual and political development, while working tirelessly to contribute to every aspect of American society including business, education, politics, science, and the arts.

NOW, THEREFORE, I, Christy Clark, Mayor of the Town of Huntersville, on behalf of the citizens, do hereby proclaim the month of February 2024 as ***"Black History Month"*** in the Town of Huntersville and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town of Huntersville to be affixed, this the 19th day of February, 2024.

Christy Clark, Mayor

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Kevin Fox, Director of Public Works

Date: February 19, 2024

Subject: Main Street Landscaping Contract

EXPLAIN REQUEST:

Resolution to Adopt Main Street Landscaping Contract. One bid was received on time by the due date of January 18, 2024 at 2:00 PM.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. Resolution Awarding Landscape Contract - 2.19.24
2. Main St Land. Contract



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE
MAIN STREET IMPROVEMENTS LANDSCAPING CONTRACT**

Whereas, the Town of Huntersville proposes to enter into a landscaping services agreement for the Main Street Improvements Project (the “Project”); and

Whereas, the contract proposal invitation to bid was advertised electronically on the Town of Huntersville website and Historically Underutilized Businesses (HUB) website; and

Whereas, informal bid procedures were conducted with the lowest, responsive, responsible bidder being Country Boy Landscaping; and

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and awards the Project to Country Boy Landscaping, 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 19th day of February, 2024.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A



REQUEST FOR PROPOSALS (RFP) - LANDSCAPING

The Town of Huntersville will receive proposals for the Main Street Landscaping of two (2) roundabouts until 2:00pm on January 18th, 2024. Proposals can be emailed to Dillon Norton (dnorton@huntersville.org) or by mail/drop off at the Huntersville Town Center, 105 Gilead Rd, Huntersville, NC 28070 or to the Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The proposal opening and evaluation shall be closed to the public. All proposers will receive notification of selected contractor.

The Town has received the NCDOT Planting Permit for this work. The specifications and material of the landscaping are shown on Plant Schedule sheet L-3.1 of the sealed construction plans. All plants and shrubs shall be placed per the sealed construction plans to ensure sight triangles are clear. It will be the contractor's responsibility to remove or replant any material(s) in the sight triangles. Contractor responsible for lane closures and potable water.

Proposals shall include a cost breakdown for the project, including costs for any "as-equal" substitutions for the materials. The proposal shall also include any other pertinent associated information.

The project is expected to begin March 18th, 2024. The selected proposal shall be required to complete the project within three (3) months of the notice to proceed and be required to sign the Town's standard service contract.

Proposal documents are available from the Town to be viewed in person, 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 disadvantaged businesses. The Town encourages bids from Historically Underutilized Businesses (HUB).

It is the Contractor's responsibility to ensure that their proposals are actually received by the Town by the deadline. The Town of Huntersville Board of Commissioners ("Town Board") reserves the right to reject any and all proposals for any reason, at any time, and to waive minor informalities.

Kevin Garton, PE
Town Construction Engineer
Town of Huntersville

Dillon Norton

From: DoaHubBids <hubbids@doa.nc.gov>
Sent: Friday, December 8, 2023 3:34 PM
To: Dillon Norton
Subject: HUB Solicitation Opportunity Request #9102, Invitation to Bid - Main Street Landscaping is posted.

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.

Thank you for submitting your request!

Your request to post your solicitation has been approved and it will be posted during the next scheduled posting period.

Scheduled posting periods are every few hours, so your post may take a few hours to show up on the dashboard. If your request is posted after hours, then it could take until the next day for the posting to appear online.

WE request that for each bid opportunity you inform the HUB Office if a HUB vendor was awarded the work by replying to this e-mail with the Name of the HUB Vendor and the dollar value of the work. Thank you very much for your assistance and continued efforts to include HUB vendors in your procurement process.

You can access the posting online at the NC HUB Solicitation Requests [Dashboard](#).

The HUB Office STRONGLY encourages you to print a copy of the Dashboard posting or take screen shot of it. Once the due date passes, the posting will no longer be visible on the Dashboard.

Office for Historically Underutilized Businesses
NC Department of Administration.

Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

Bid Title:	Invitation to Bid - Main Street Landscaping
Category:	Engineering & Public Works
Status:	Closed
Bid Recipient:	Dillon Norton

Description:

The Town of Huntersville will receive proposals for the Main Street Landscaping of two (2) roundabouts until 2:00pm on January 18th, 2024. Proposals can be emailed to Dillon Norton (dnorton@huntersville.org) or by mail/drop off at the Huntersville Town Center, 105 Gilead Rd, Huntersville, NC 28070 or to the Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The proposal opening and evaluation shall be closed to the public. All proposers will receive notification of selected contractor.

The Town of Huntersville is committed to providing opportunities for small and disadvantaged businesses. The Town encourages bids from Historically Underutilized Businesses (HUB).

It is the Contractor's responsibility to ensure that their proposals are actually received by the Town by the deadline. The Town of Huntersville Board of Commissioners ("Town Board") reserves the right to reject any and all proposals for any reason, at any time, and to waive minor informalities.

Publication Date/Time:

12/8/2023 12:00 AM

Closing Date/Time:

1/18/2024 2:00 PM

Bid Opening Information:

January 18th, 2:00 PM

Pre-bid Meeting:

N/A

Contact Person:

Dillon Norton, dnorton@huntersville.org

Qualifications:

All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in chapter 87 of the 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.

Related Documents:

[Main St Landscaping Services Contract FINAL 12.7.23](#)



105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 875-7007

CONTRACT FOR SERVICES

CONTRACTOR: Country Boy Landscaping, Inc.
PO Box 290
Harmony, NC 28634
Hannah Couch
hannah@cblinc.net

PROJECT: Landscaping of Roundabouts
SITE NC115 at Mt. Holly-
LOCATION(S): Huntersville and at N Main St

This Contract for Services, and all exhibits, (collectively this "Contract") is entered into this _____ day of _____, 20____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Country Boy Landscaping, Inc. located at P.O. Box 290 Harmony, NC 28634 (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, which are further described and 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 plans for this work can be found in Exhibit E. 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. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
2. Fees: Fees for the Work shall be specified in a fee schedule, attached hereto in Exhibit D, (the "Contract Price").
3. Historically Underutilized Businesses (HUB). It is the policy of the Town 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.
4. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit

B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.

5. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, and incidentals necessary for the completion of the work.
6. Protection of Work, Property, the Public, and Safety. 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.
7. 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.
8. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. The Work is expected to begin March 18th, 2024 and shall be completed within three (3) months from the Notice to Proceed (the "Date of Completion").
9. Payment for Services. In consideration of the above services, the Town will pay the Contractor, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference.

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:

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

Town Manager

By:

[Signature]
(Signature)

Attest:

Town Clerk

Title:

President

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

Attest:

[Signature]
(Secretary, if a corporation)

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

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

against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys' fees), and 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 and against all Claims as defined herein, but only to the extent allowed by law. Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.

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

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

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor

represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town 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. 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. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
31. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
32. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
33. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

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 \$500,000.

b. Comprehensive General Liability Insurance

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

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

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

c. Deductible

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

d. Other Insurance

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

e. **Proof of Carriage**

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

EXHIBIT C – SCOPE OF SERVICES

The Town has received the NCDOT Planting Permit for this work. The work shall occur during the spring of 2024 based on the recommendation of the landscaping company.

The contractor shall provide all materials listed on the Plant Schedule sheet L-3.1 of the sealed construction plans. All planting material shall be placed according to the planting plans found on sheet L-3.2 and L-3.3 as well as the Town's standard drawings found on sheet L-3.1. It will be the contractor's responsibility to remove or replant any material(s) in the sight triangles. The contractor will be responsible for any lane closures and potable water. Contractor shall provide a one-year warranty from final acceptance on all plants unless approved otherwise by the owner.

Contractor shall provide and install all materials necessary for a complete synthetic turf system, in accordance with the synthetic turf detail found on sheet L-2.2 and any manufacturers specifications.

Contractor shall place 5-8" Pennsylvania river rock with 'Gator Rock bond' binder as shown on sheet L-2.1. Contractor shall install 6" of compacted aggregate base and 8" of river rock as shown on the river rock detail on sheet L-2.2.

Contractor shall install all footings, rebar, CMU, stonework, and any materials necessary for a complete stone column and wall in accordance with the details found on sheet L-2.2 and the layout found on sheet L-2.1.

EXHIBIT D - FEE SCHEDULE

Bid Tab - Landscaping of two (2) roundabouts					
Item	Description	Quantity	Unit	Price	Amount
1	Mobilization, Survey Staking	1	LS	50,000.00	50000.00
2	Erosion Control	1	LS	7000.00	7000.00
3	Utilities - Electric, Water	1	LS	6500.00	6500.00
4	5-8" Pennsylvania Blend River Rock with 'Gator Rock Bond' Binder	4,200	SF	43.97	184674.00
5	Synthetic Turf with concrete edging	2,000	SF	18.75	37500.00
6	Columns (5'-4"x5'-4"x3'-2" tall) - CMU w/ Stone Veneer	4	EACH	5500.00	22000.00
7	Walls (2'-8" tall x 35' long) - CMU w/ Stone Veneer	1,200	SF	72.54	87048.00
8	Misc. Grading, Drainage	1	LS	26000.00	26000.00
9	Soil Amendmen/Bed Preparation	1	LS	5000.00	5000.00
10	Hardwood Mulch	1	LS	6600.00	6600.00
TREES					
11	Cercis canadensis 'Forest Pansy' 8' Ht	3	EACH	400.00	1200.00
12	Cryptomeria japonica 'Yoshino' 8' Ht	3	EACH	400.00	1200.00
13	Ginkgo biloba 'PNI 2720' 3.5" cal.	2	EACH	995.00	1990.00
14	Prunus x yedoensis 'Akebono' 8' Ht	4	EACH	400.00	1600.00
15	Thuja occidentalis 'Degroot's Spire' 8' Ht	24	EACH	400.00	9600.00
SHRUBS					
16	Carex oshimensis 'Everillo' 1 gal.	138	EACH	53.00	7314.00
17	Distylium x 'Vintage Jade' 3 gal.	16	EACH	58.00	928.00
18	Ilex glabra 7 gal.	18	EACH	200.00	3600.00
19	Liriope muscari 'Big Blue' 1 gal.	124	EACH	53.00	6572.00
20	Loropetalum chinense rubrum 'PILC-III' 3 gal.	56	EACH	58.00	3248.00
21	Muhlenbergia capillaris 'Lenca' 3 gal.	19	EACH	58.00	1102.00
22	Osmanthus heterophyllus 'Goshiki' 3 gal.	17	EACH	75.00	1275.00
23	Pennisetum alopecuroides 'Hameln' 3 gal	20	EACH	58.00	1160.00
TOTAL					473,111.00

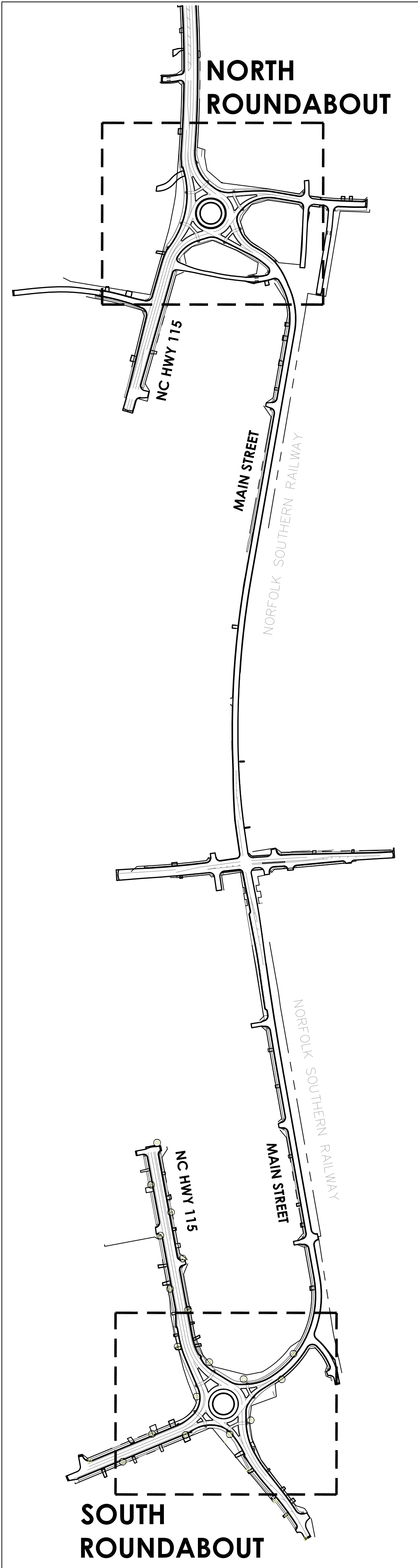
County Boy Landscaping, Inc. 1/18/24
Company Name Date

Chris C. Cartner President
Print name Title

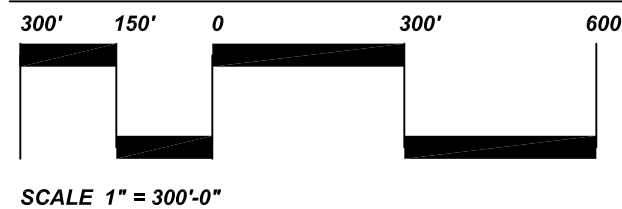

Signature

EXHIBIT E – LANDSCAPING PLANS

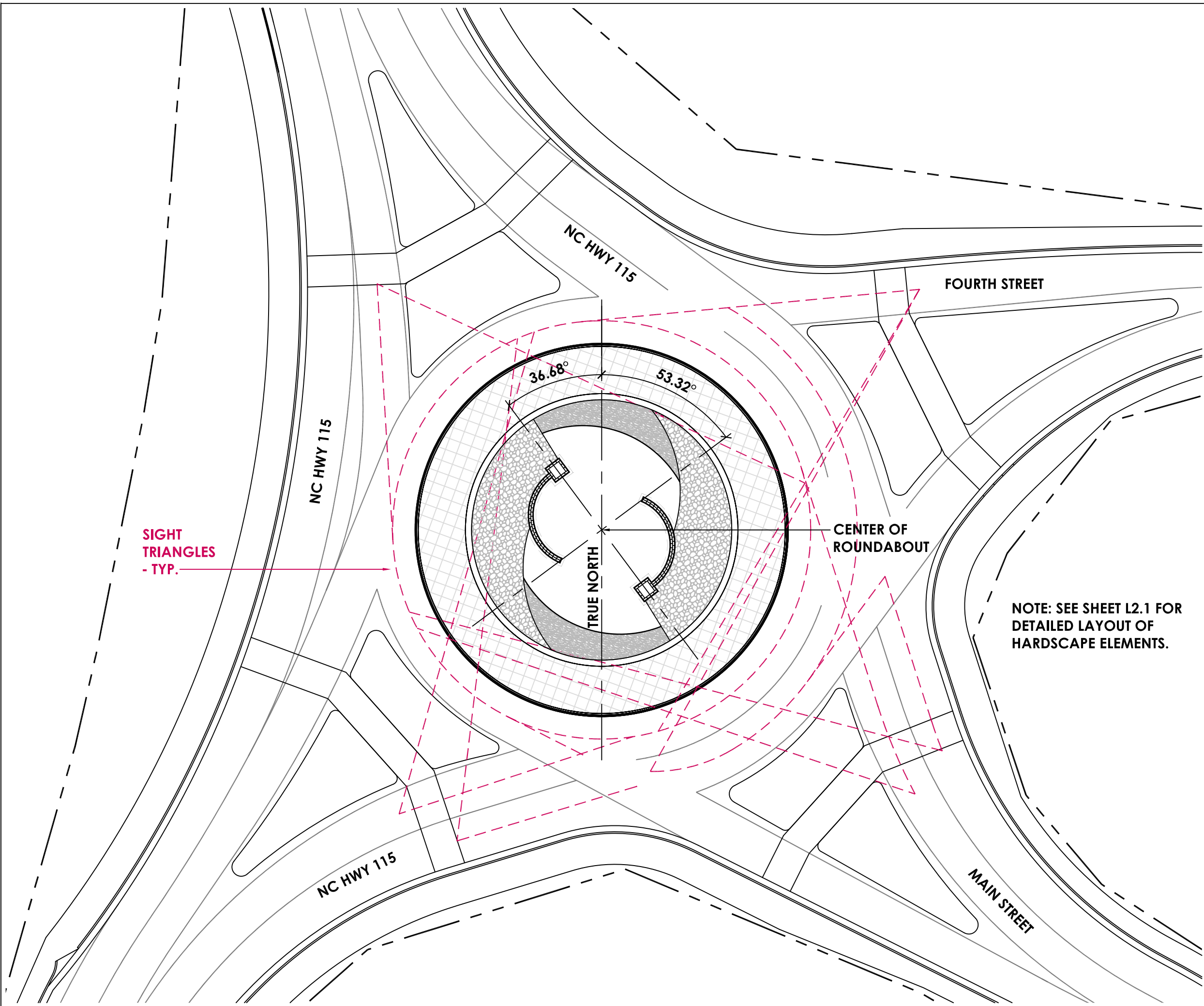
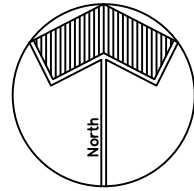
C:\VIZ\Projects\Huntersville Roundabouts\2023\MS RAB_CD_12-1-2023.dwg



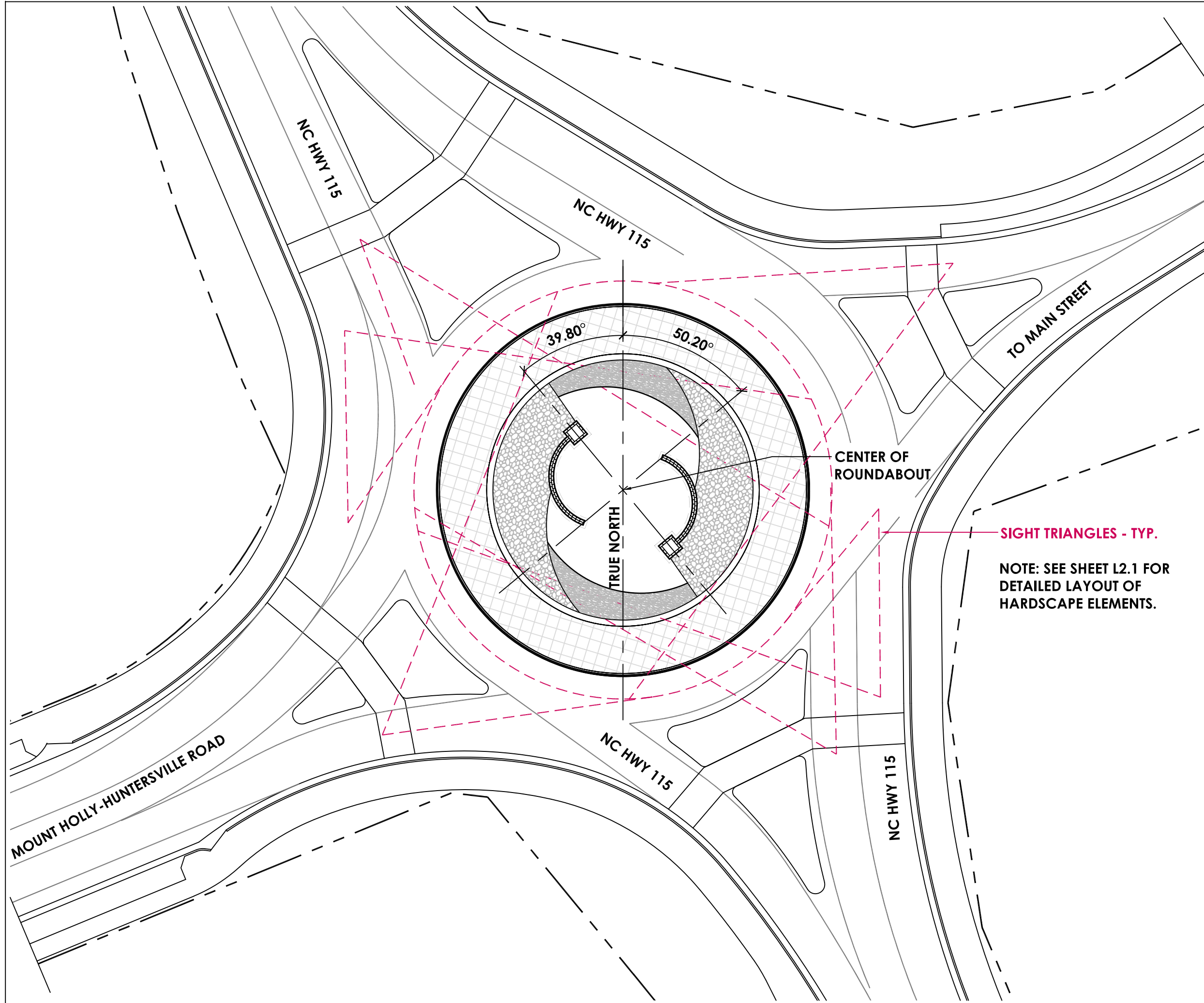
MAIN STREET ROUNDABOUTS



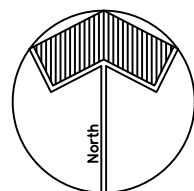
SCALE 1" = 300'-0"



NORTH ROUNDABOUT HARDSCAPE ALIGNMENT SCALE 1"=30'



SOUTH ROUNDABOUT HARDSCAPE ALIGNMENT SCALE 1"=30'



GENERAL NOTES:

1. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMIT APPROVALS PRIOR TO BEGINNING WORK.
2. THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES. THE LOCATION OF ALL EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON THE PLANS, AND WHERE SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL ON HIS OWN INITIATIVE AND AT NO ADDITIONAL COST TO THE OWNER, HAVE LOCATED ALL UNDERGROUND LINES AND STRUCTURES. NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF SUCH PIPE, OTHER OBSTRUCTIONS, OR FROM ANY DELAY DUE TO REMOVAL OR REARRANGEMENT OF SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO UNDERGROUND STRUCTURES. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL NON-SUBSCRIBING UTILITIES. THE CONTRACTOR SHALL CONTACT **NORTH CAROLINA ONE CALL** AT **811** FOR ASSISTANCE IN LOCATING UTILITIES.
3. THE CONTRACTOR SHALL COORDINATE WITH THE TOWN PUBLIC WORKS DEPT. FOR LOCATING OF ALL LIGHTING, ELECTRICAL UNDERGROUND UTILITIES, UNDERGROUND IRRIGATION LINES, AND ANY OTHER UTILITIES/LINES NOT LOCATED BY 811 SERVICES.
4. PROTECT ALL ADJACENT PROPERTIES, THE GENERAL PUBLIC, AND ALL OTHER FACILITIES. SHOULD DAMAGES OCCUR, CONTRACTOR SHALL REPAIR IMMEDIATELY AS DIRECTED BY THE CITY. CONTRACTOR IS FINANCIALLY RESPONSIBLE FOR ALL REPAIRS, AND REPAIRS ARE TO BE PERFORMED TO THE TOWN'S SATISFACTION.
5. UTILIZE SIGNS, BARRICADES, FLAGMEN, OR GUARDS AS REQUIRED TO ENSURE THE SAFETY OF ALL VEHICULAR AND PEDESTRIAN TRAFFIC DURING ALL CONSTRUCTION ACTIVITIES.
6. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY.
7. CONTRACTOR SHALL PROVIDE ALL SIGNS NECESSARY FOR CONSTRUCTION OF THE PROJECT.
8. THE CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES AND RIGHT-OF-WAYS, PUBLIC OR PRIVATE, PRIOR TO WORKING IN THESE AREAS.

SITE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LINE AND GRADE, AND SURVEY STAKING OF ALL WORK AS ILLUSTRATED ON PLANS. IF EXISTING CONDITIONS DIFFER FROM THOSE ILLUSTRATED ON PLANS, NOTIFY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
2. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE TOWN OF HUNTERSVILLE.
3. ALL NEW SIDEWALK, UNLESS OTHERWISE INDICATED ON THE DRAWINGS, SHALL BE MINIMUM FIVE (5) FEET IN WIDTH AND SHALL BE MINIMUM FIVE (5) FEET CLEAR AT ALL POINTS AND MEET ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA).
4. EXISTING SIDEWALK, CURB, AND ASPHALT PAVEMENT TO BE REMOVED/REPLACED SHALL BE SAW-CUT CLEAN EDGES.
5. CONCRETE JOINTS OR SCORE MARKS ARE TO BE SHARP AND CLEAN WITHOUT SHOWING EDGES OF JOINTING TOOL.
6. ALL EXCESS EXCAVATION, SITE DEBRIS, AND DEBRIS FROM CLEARING AND GRUBBING EXERCISES SHALL BE REMOVED FROM THE SITE AT THE CONTRACTOR'S EXPENSE.
7. EXCESS EXCAVATION MATERIAL REMOVAL IS THE CONTRACTOR'S RESPONSIBILITY.
8. UNLESS OTHERWISE INDICATED, ALL DISTURBED AREAS SHALL BE GRASSED WITH FESCUE SOD OR AN ALTERNATE COVER DEPENDENT ON PLANTING TIME OF YEAR. COORDINATE WITH THE TOWN.
9. ALL GRADED AREAS TO RECEIVE SOD SHALL HAVE EXISTING SOIL AMENDED TO PROPERLY PLACE PERMANENT COVER AS INDICATED IN THE DOCUMENTS OR PER TOWN OF HUNTERSVILLE STANDARDS.



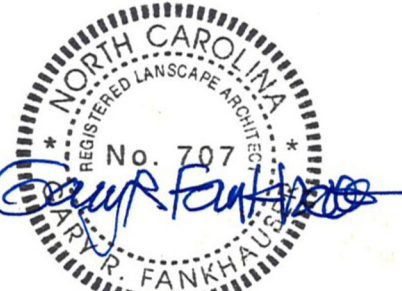
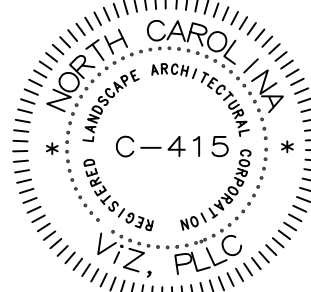
MAIN STREET ROUNDABOUTS
CONSTRUCTION DOCUMENTS
Town of Huntersville, NC

REV. #	DATE	DESCRIPTION	OWNER COMMENTS
1	11/19/2023		



VIZ, PLLC
Urban Design Land Planning
Landscape Architecture
PO Box 704
Cornelius, NC 28031
(704) 997-6144
gary@viz.design

©2023 by VIZ, PLLC
All Rights Reserved



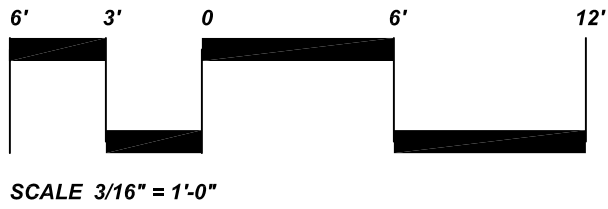
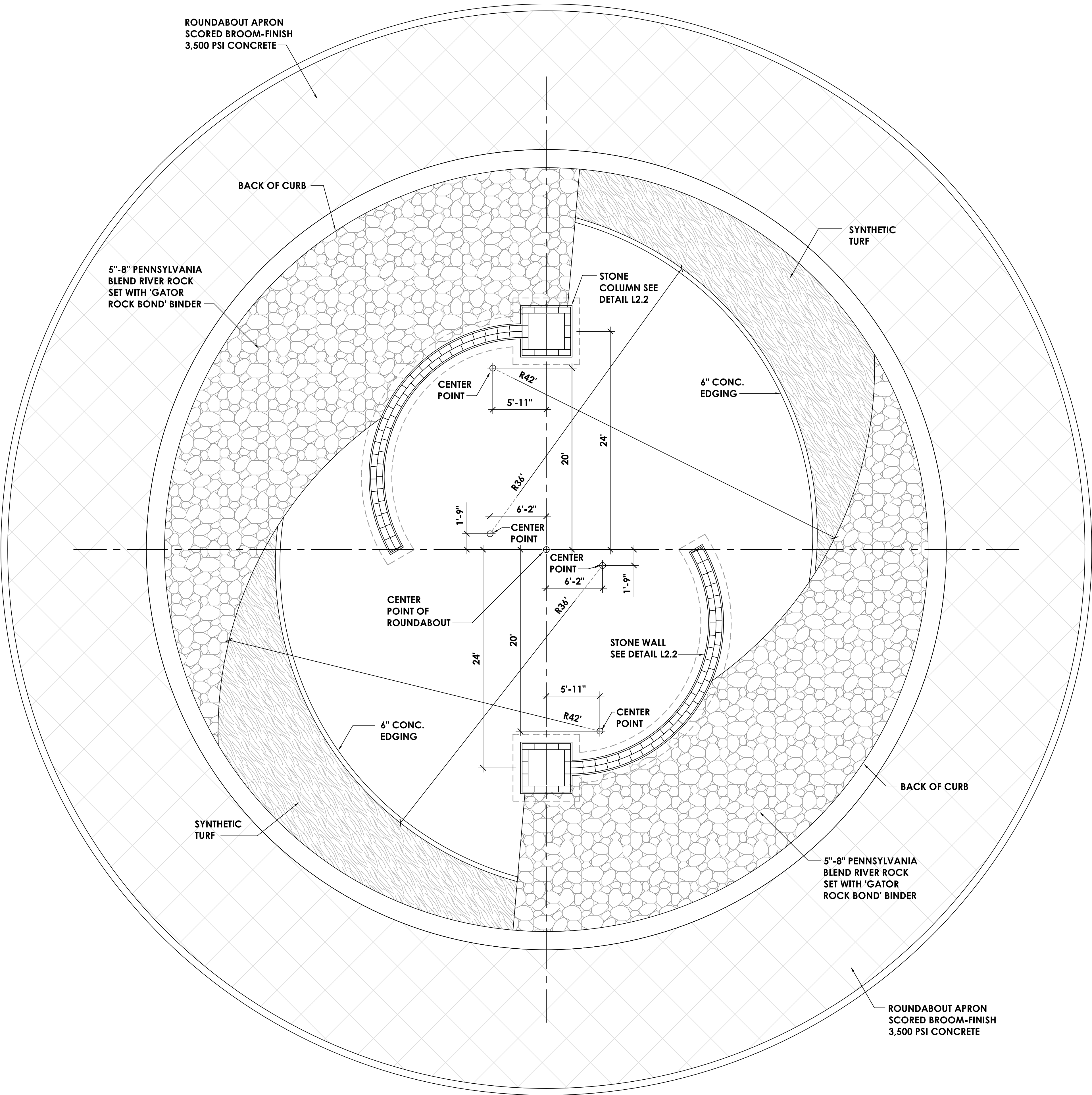
DATE: 8/15/2023
SCALE: AS SHOWN
JOB NUMBER: 23-25.1
DESIGNED BY: GRF
DRAWN BY: GRF

OVERALL
HARDSCAPE PLAN

L-2.0

C:\VZ\Projects\Huntersville Roundabouts\2023\MS RAB CD_12-1-2023.dwg

ROUNDAABOUT DETAIL LAYOUT AND GEOMETRY



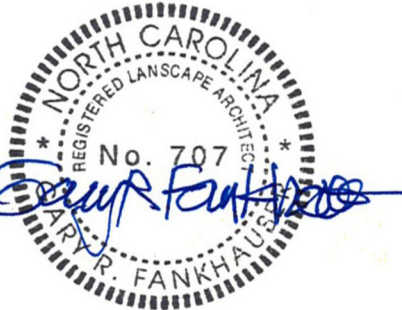
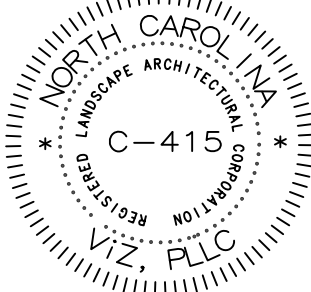
MAIN STREET ROUNDAABOUTS
CONSTRUCTION DOCUMENTS
Town of Huntersville, NC

REV. #	DATE	DESCRIPTION	OWNER COMMENTS
1	11/19/2023		



VIZ, PLLC
Urban Design Land Planning
Landscape Architecture
PO Box 704
Cornelius, NC 28031
(704) 997-6144
gary@viz.design

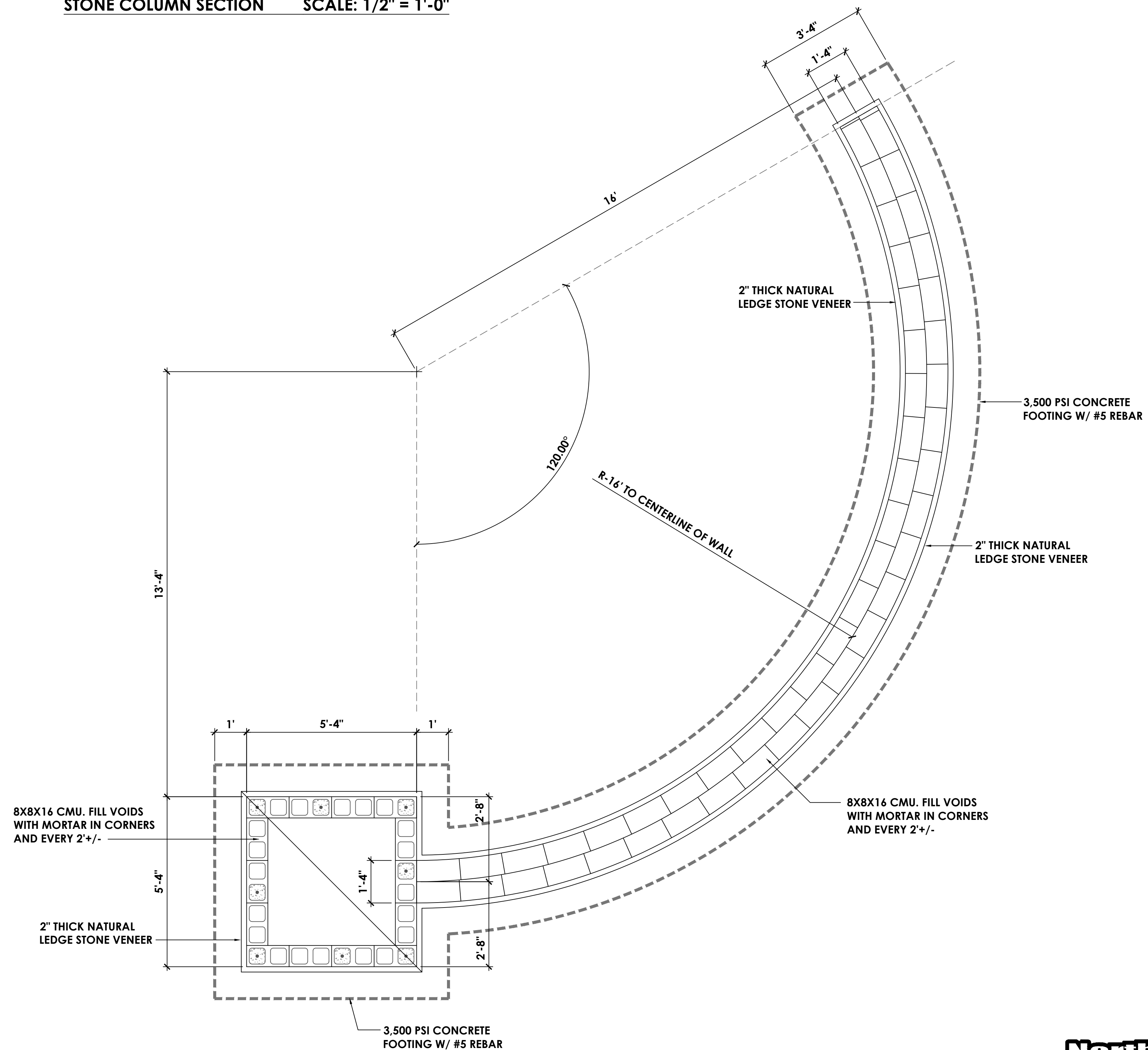
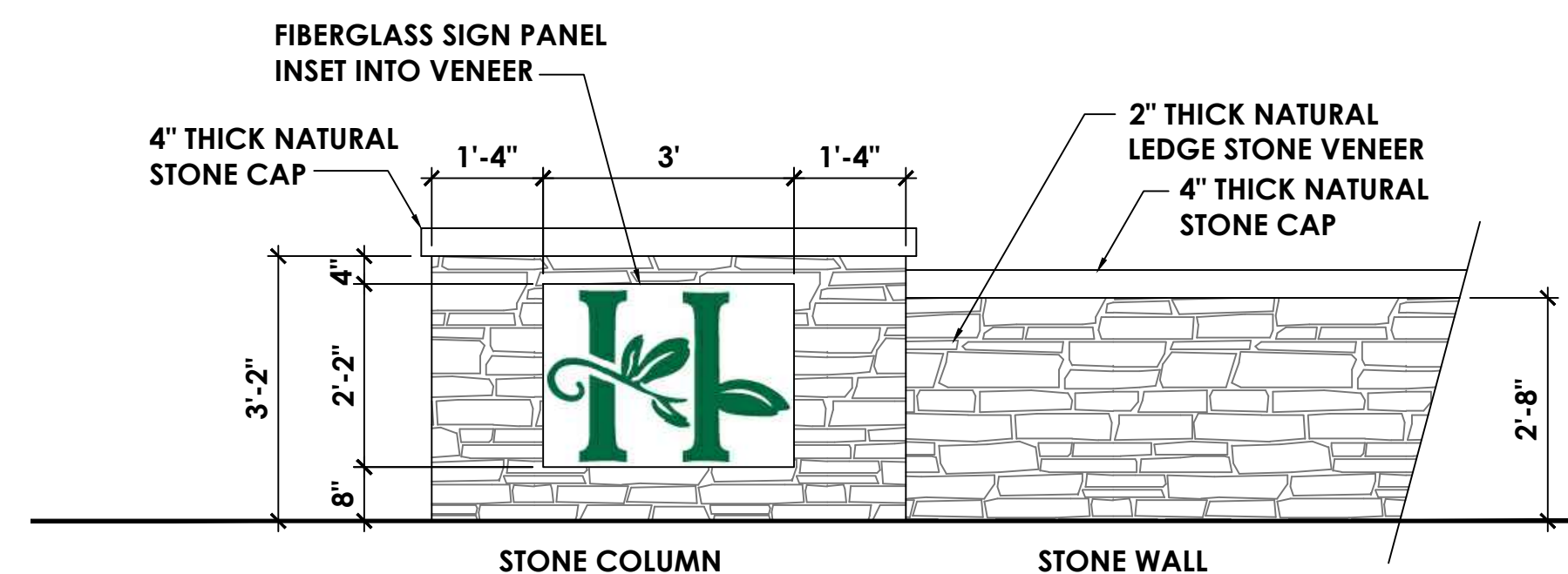
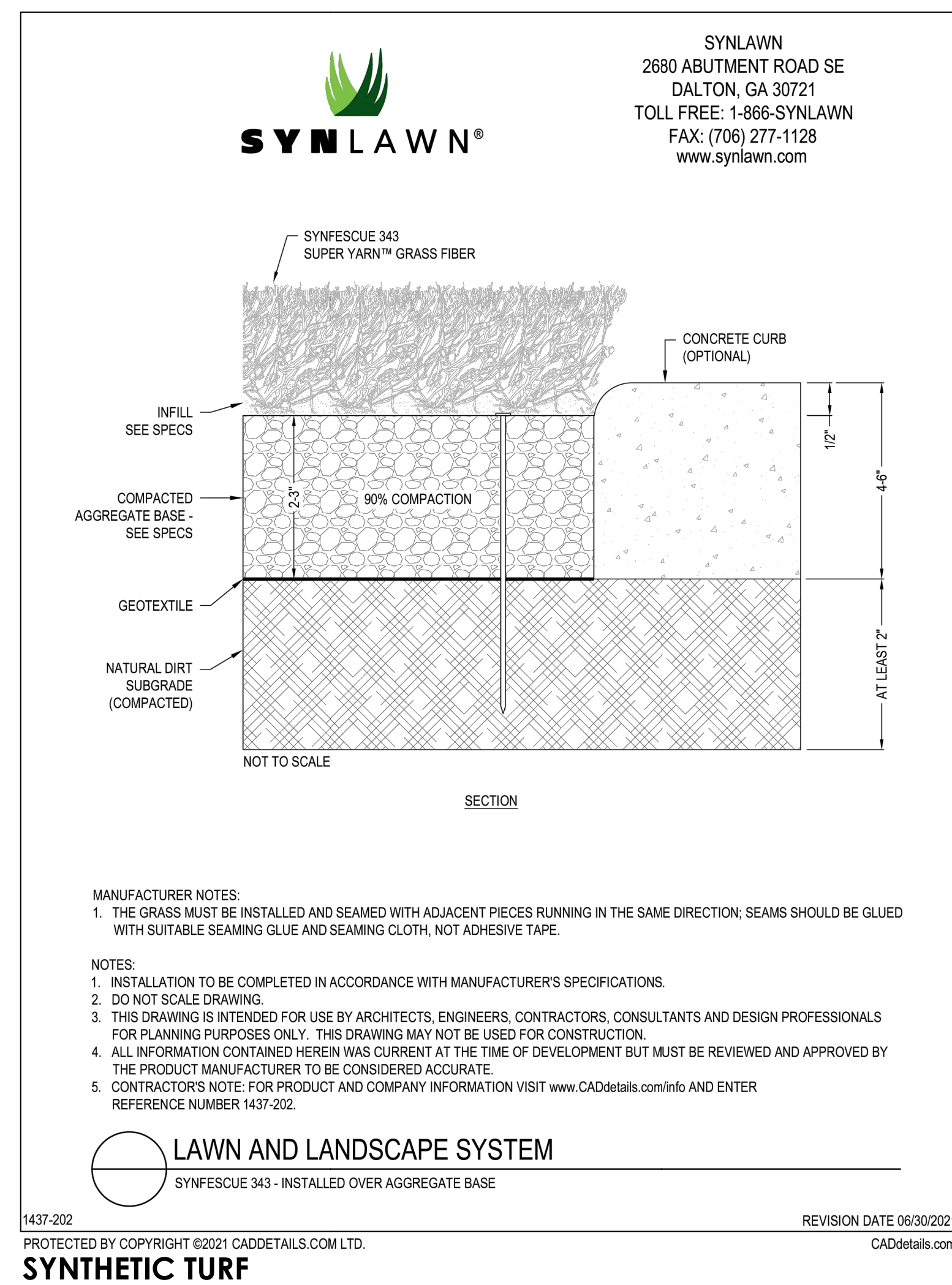
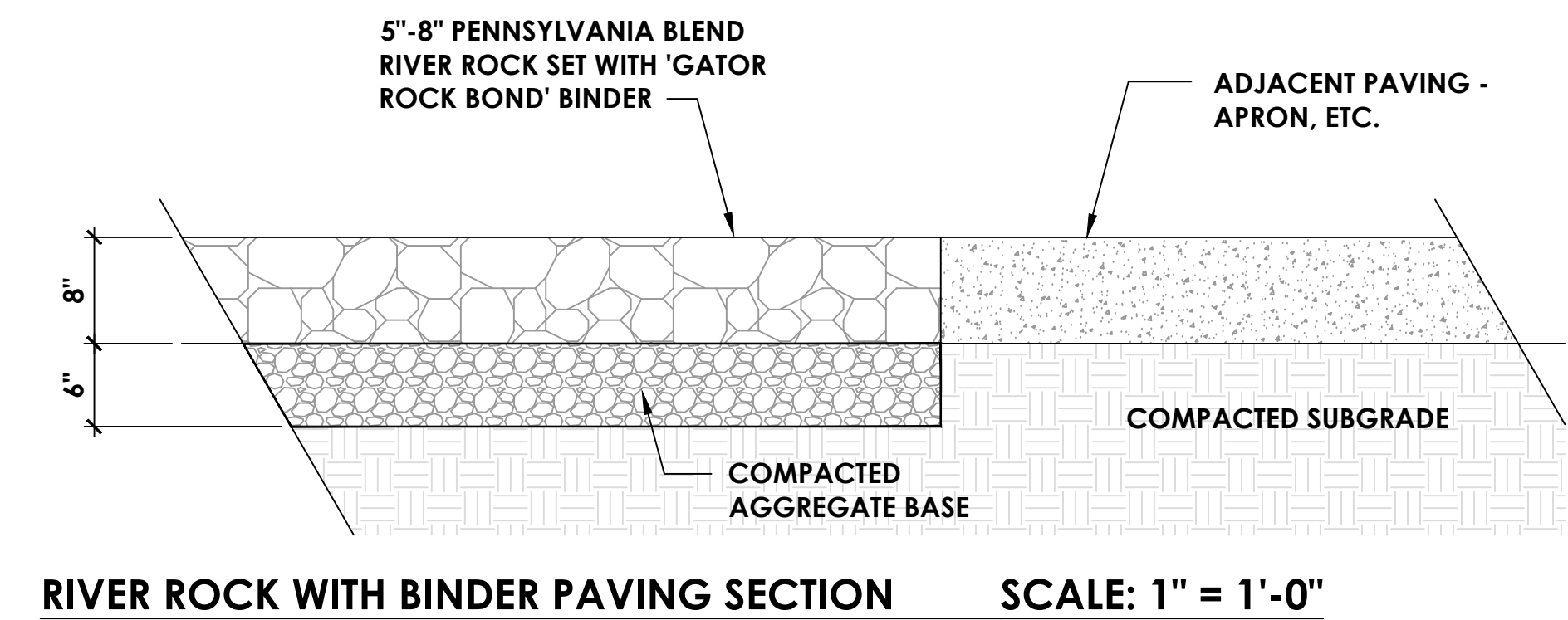
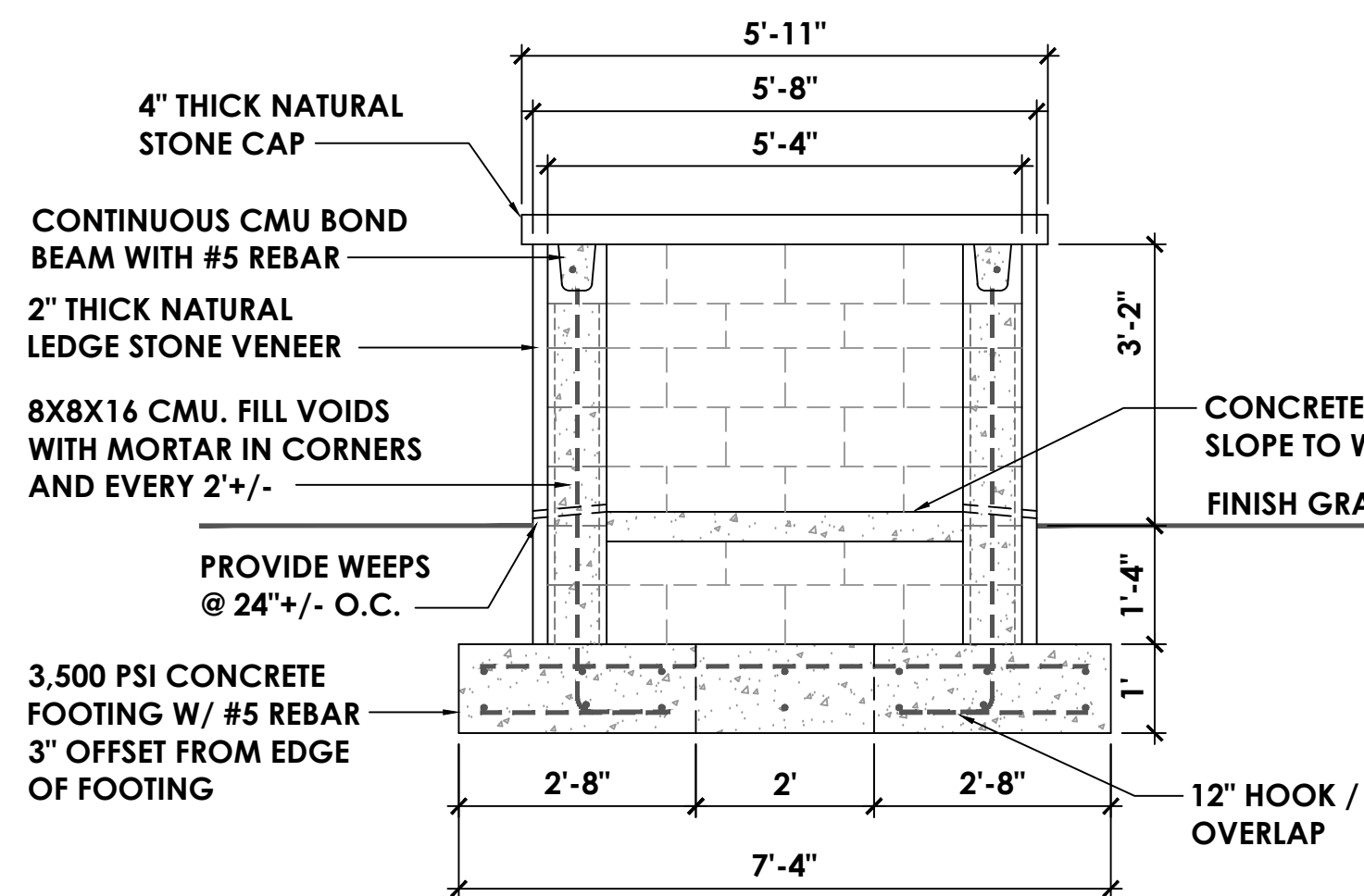
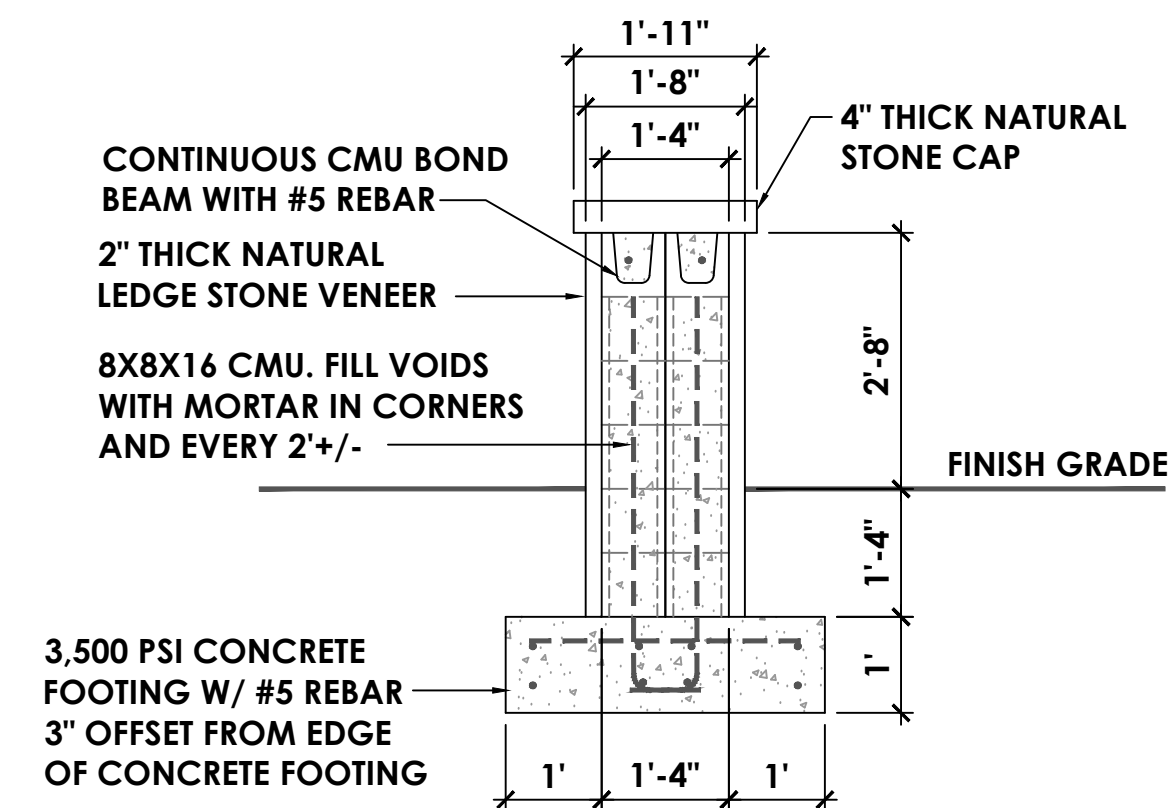
©2020 by VIZ, PLLC
All Rights Reserved



DATE: 8/15/2023
SCALE: AS SHOWN
JOB NUMBER: 23-25.1
DESIGNED BY: GRF
DRAWN BY: GRF

HARDSCAPE
STAKING PLAN

L-2.1



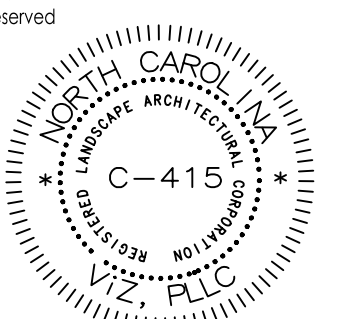
**MAIN STREET ROUNDABOUTS
CONSTRUCTION DOCUMENTS**
Town of Huntersville, NC

[illegible]

viz

VIZ, PLLC
Urban Design Land Planning
Landscape Architecture
PO Box 704
Cornelius, NC 28031
(704) 997-6144
gary@viz.design

©2020 by VIZ, PLLC



DATE: 8/15/2023
SCALE: AS SHOWN
JOB NUMBER: 23-25.1
DESIGNED BY: GRF
DRAWN BY: GRF

HARDSCAPE DETAILS

L-2.2



C:_VIA Projects\Huntersville Roundabouts 2023\MS RAB_CD_12-1-2023.dwg

PLANTING SPECIFICATIONS

1. PLANT MATERIAL

A. FURNISH NURSERY-GROWN PLANTS INDICATED IN PLANT LEGEND SHOWN ON DRAWINGS AND COMPLYING WITH ANSI Z60.1 - 2014, AMERICAN STANDARD FOR NURSERY STOCK.

B. ANNUALS: PROVIDE HEALTHY, DISEASE-FREE PLANTS OF SPECIES AND VARIETY SHOWN OR LISTED, WITH WELL-ESTABLISHED ROOT SYSTEMS. PROVIDE ONLY PLANTS THAT ARE ACCLIMATED TO OUTDOOR CONDITIONS BEFORE DELIVERY.

C. CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY FROM FINAL ACCEPTANCE ON ALL PLANTS UNLESS APPROVED OTHERWISE BY THE OWNER.

2. SOIL AMENDMENTS AS REQUIRED FROM SOILS REPORT/TESTING

A. LIME: ASTM C 602, AGRICULTURAL LIMING MATERIAL CONTAINING A MINIMUM OF 80 PERCENT CALCIUM CARBONATE EQUIVALENT.

B. SULFUR: GRANULAR, BIODEGRADABLE, AND CONTAINING A MINIMUM OF 90 PERCENT SULFUR.

C. IRON SULFATE: GRANULATED FERROUS SULFATE CONTAINING A MINIMUM OF 20 PERCENT IRON AND 10 PERCENT SULFUR.

D. ALUMINUM SULFATE: COMMERCIAL GRADE, UNADULTERATED.

E. PERLITE: HORTICULTURAL PERLITE, SOIL AMENDMENT GRADE.

F. AGRICULTURAL GYPSUM: MINIMUM 90 PERCENT CALCIUM SULFATE.

G. SAND: CLEAN, WASHED, NATURAL OR MANUFACTURED, AND FREE OF TOXIC MATERIALS.

H. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, PH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE.

I. SPHAGNUM PEAT: PARTIALLY DECOMPOSED SPHAGNUM PEAT MOSS, FINELY DIVIDED OR GRANULAR TEXTURE, WITH A PH RANGE OF 3.4 TO 4.8.

J. MANURE: WELL-ROTTED, UNLEACHED, STABLE OR CATTLE MANURE CONTAINING NOT MORE THAN 25 PERCENT BY VOLUME OF STRAW, SAWDUST, OR OTHER BEDDING MATERIALS; FREE OF TOXIC SUBSTANCES, STONES, STICKS, SOIL, WEED SEED, DEBRIS, AND MATERIAL HARMFUL TO PLANT GROWTH.

3. FERTILIZERS

A. BONEMEAL: COMMERCIAL, RAW OR STEAMED, FINELY GROUND; A MINIMUM OF 1 PERCENT NITROGEN AND 10 PERCENT PHOSPHORIC ACID.

B. SUPERPHOSPHATE: COMMERCIAL, PHOSPHATE MIXTURE, SOLUBLE; A MINIMUM OF 20 PERCENT AVAILABLE PHOSPHORIC ACID.

C. COMMERCIAL FERTILIZER: COMMERCIAL-GRADE COMPLETE FERTILIZER OF NEUTRAL CHARACTER, CONSISTING OF FAST- AND SLOW-RELEASE NITROGEN.

D. SLOW-RELEASE FERTILIZER: GRANULAR OR PELLETTED FERTILIZER.

4. PLANTING MIX

A. PLANTING MIX: SHALL BE NATURAL, FERTILE, AGRICULTURAL TOPSOIL, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, WITH PH RANGE OF 5.5 TO 7. IT MAY BE DEVELOPED BY AMENDING THE EXISTING SOIL, OR REMOVING THE EXISTING SOIL AND REPLACING WITH NEW SOIL. IT SHALL BE FREE OF ROOTS, PLANTS, SOD, STONES, CLODS, CLAY LUMPS, POCKETS OF COARSE SAND, CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS, CEMENT, PLASTER, BUILDING DEBRIS, AND OTHER EXTRANEEOUS MATERIALS HARMFUL TO PLANT GROWTH. PLANTING MIX SHALL NOT BE USED WHILE IN A FROZEN OR MUDDY CONDITION. UNLESS OTHERWISE SPECIFIED, THE PLANTING MIX SHALL CONTAIN THE FOLLOWING PERCENTAGES:

CLAY:

MIN. 10% - MAX. 30% (RED CLAY WELL PULVERIZED); CLAY SHALL BE STERILE.

SILT:

MIN. 30% - MAX. 50%

COARSE SAND:

MIN. 30% - MAX. 45% (1.0mm TO 0.5mm DIA., AND FREE OF ROCK)

ORGANIC MAT.:MIN. 5% (COMPOST/HUMUS SUCH AS SAWDUST OR LEAF MOLD THAT IS DECOMPOSED)

ELEMENTS:

CALCIUM 55% - 80%; MAGNESIUM 10% - 30%; POTASSIUM 5% - 8%

B. CONTRACTOR TO PROVIDE SOILS TEST/ANALYSIS INDICATING ABOVE REQUIREMENTS.

5. MULCHES

A. DOUBLE HAMMERED HARDWOOD MULCH FOR ALL PLANT BEDS UNLESS OTHERWISE INDICATED.

6. PLANT BED ESTABLISHMENT

A. LAYOUT PLANT BEDS AS INDICATED ON THE PLANTING PLAN AND REMOVE UNNECESSARY MATERIAL TO A MINIMUM DEPTH OF 18 INCHES.

B. LOOSEN SUBGRADE OF PLANTING BEDS TO A MINIMUM DEPTH OF 6 INCHES. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.

C. SPREAD PLANTING MIX (SEE 4 ABOVE) TO A DEPTH OF 18 INCHES BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING MIX OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.

D. FINISH GRADING: GRADE PLANTING BEDS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.

7. EXCAVATION FOR TREES AND SHRUBS

A. PLANTING PITS AND TRENCHES: EXCAVATE CIRCULAR PLANTING PITS WITH SIDES SLOPING INWARD AT A 45-DEGREE ANGLE. EXCAVATIONS WITH VERTICAL SIDES ARE NOT ACCEPTABLE. TRIM PERIMETER OF BOTTOM LEAVING CENTER AREA OF BOTTOM RAISED SLIGHTLY TO SUPPORT ROOT BALL AND ASSIST IN DRAINAGE AWAY FROM CENTER. DO NOT FURTHER DISTURB BASE. ENSURE THAT ROOT BALL WILL SIT ON UNDISTURBED BASE SOIL TO PREVENT SETTLING. SCARIFY SIDES OF PLANTING PIT SMEARED OR SMOOTHED DURING EXCAVATION.

B. EXCAVATE APPROXIMATELY THREE TIMES AS WIDE AS BALL DIAMETER.

C. DO NOT EXCAVATE DEEPER THAN DEPTH OF THE ROOT BALL, MEASURED FROM THE ROOT FLARE TO THE BOTTOM OF THE ROOT BALL.

D. SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY NOT BE USED SOLELY AS PLANTING MIX (SEE NOTE 4 ABOVE).

PLANTING SPECIFICATIONS (CONT.)

8. TREE, SHRUB, AND VINE PLANTING

A. BEFORE PLANTING, VERIFY THAT ROOT FLARE IS VISIBLE AT TOP OF ROOT BALL ACCORDING TO ANSI Z60.1.

B. REMOVE STEM GIRDLING ROOTS AND KINKED ROOTS. REMOVE INJURED ROOTS BY CUTTING CLEANLY; DO NOT BREAK.

C. SET STOCK PLUMB AND IN CENTER OF PLANTING PIT OR TRENCH WITH ROOT FLARE 1 INCH ABOVE ADJACENT FINISH GRADES.

D. USE PLANTING SOIL FOR BACKFILL.

E. BALLED AND BURLAPPED: AFTER PLACING SOME BACKFILL AROUND ROOT BALL TO STABILIZE PLANT, CAREFULLY CUT AND REMOVE BURLAP, ROPE, AND WIRE BASKETS FROM TOPS OF ROOT BALLS AND FROM SIDES, BUT DO NOT REMOVE FROM UNDER ROOT BALLS. REMOVE PALLETS, IF ANY, BEFORE SETTING. DO NOT USE PLANTING STOCK IF ROOT BALL IS CRACKED OR BROKEN BEFORE OR DURING PLANTING OPERATION.

F. CONTAINER-GROWN: CAREFULLY REMOVE ROOT BALL FROM CONTAINER WITHOUT DAMAGING ROOT BALL OR PLANT.

G. BACKFILL AROUND ROOT BALL IN LAYERS, TAMPING TO SETTLE SOIL AND ELIMINATE VOIDS AND AIR POCKETS. WHEN PLANTING PIT IS APPROXIMATELY ONE-HALF FILLED, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL. REPEAT WATERING UNTIL NO MORE WATER IS ABSORBED.

H. CONTINUE BACKFILLING PROCESS. WATER AGAIN AFTER PLACING AND TAMPING FINAL LAYER OF SOIL.

I. WHEN PLANTING ON SLOPES, SET THE PLANT SO THE ROOT FLARE ON THE UPHILL SIDE IS FLUSH WITH THE SURROUNDING SOIL ON THE SLOPE; THE EDGE OF THE ROOT BALL ON THE DOWNHILL SIDE WILL BE ABOVE THE SURROUNDING SOIL. APPLY ENOUGH SOIL TO COVER THE DOWNHILL SIDE OF THE ROOT BALL.

J. PRUNE/REMOVE ONLY DEAD, DYING, OR BROKEN BRANCHES. DO NOT PRUNE FOR SHAPE. PRUNE TO RETAIN NATURAL CHARACTER.

K. PRUNE, THIN, AND SHAPE TREES, SHRUBS, AND VINES ACCORDING TO STANDARD PROFESSIONAL HORTICULTURAL AND ARBORICULTURAL PRACTICES FOR NEWLY PLANTED PLANTS. UNLESS OTHERWISE INDICATED BY LANDSCAPE ARCHITECT, DO NOT CUT TREE LEADERS.

9. GROUND COVER, PERENNIAL, AND ANNUAL PLANTING

A. SET OUT AND SPACE GROUND COVER, PERENNIALS, AND/OR ANNUALS AS INDICATED IN EVEN ROWS WITH TRIANGULAR SPACING.

B. USE PLANTING MIX FOR BACKFILL.

C. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS.

D. WORK SOIL AROUND ROOTS TO ELIMINATE AIR POCKETS AND LEAVE A SLIGHT SAUCER INDENTATION AROUND PLANTS TO HOLD WATER.

E. WATER THOROUGHLY AFTER PLANTING, TAKING CARE NOT TO COVER PLANT CROWNS WITH WET SOIL.

F. PROTECT PLANTS FROM HOT SUN AND WIND; REMOVE PROTECTION IF PLANTS SHOW EVIDENCE OF RECOVERY FROM TRANSPLANTING SHOCK.

10. PLANT AND PLANT BED MULCHING

A. MULCH BACKFILLED SURFACES OF PLANTING BEDS AND OTHER AREAS INDICATED.

B. TREES AND TREE-FORM SHRUBS IN TURF AREAS: APPLY ORGANIC MULCH RING OF 3-INCH AVERAGE THICKNESS, WITH MINIMUM 36-INCH RADIUS AROUND TRUNKS OR STEMS. DO NOT PLACE MULCH WITHIN 3 INCHES OF TRUNKS OR STEMS.

C. ORGANIC MULCH IN PLANT BEDS: APPLY 3-INCH AVERAGE THICKNESS OF MULCH OVER ENTIRE SURFACE OF PLANT BED, AND FINISH LEVEL WITH ADJACENT FINISH GRADES. DO NOT PLACE MULCH WITHIN 2 INCHES OF TRUNKS OR STEMS.

11. PLANT MAINTENANCE

A. MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, MULCHING, RESTORING PLANTING SAUCERS, RESETTING TO PROPER GRADES OR VERTICAL POSITION, AND PERFORMING OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.

B. NO IRRIGATION SYSTEM INCLUDED OR ALLOWED IN THIS PROJECT. PLANTS TO BE 'HAND-WATERED' ONLY.

C. FILL IN AS NECESSARY SOIL SUBSIDENCE THAT MAY OCCUR BECAUSE OF SETTLING OR OTHER PROCESSES. REPLACE MULCH MATERIALS DAMAGED OR LOST IN AREAS OF SUBSIDENCE.

D. APPLY TREATMENTS AS REQUIRED TO KEEP PLANT MATERIALS, PLANTED AREAS, AND SOILS FREE OF PESTS AND PATHOGENS OR DISEASE. USE PRACTICES TO MINIMIZE THE USE OF PESTICIDES AND REDUCE HAZARDS.

E. APPLY PESTICIDES AND OTHER CHEMICAL PRODUCTS AND BIOLOGICAL CONTROL AGENTS IN ACCORDANCE WITH AUTHORITIES HAVING JURISDICTION AND MANUFACTURER'S WRITTEN RECOMMENDATIONS. COORDINATE APPLICATIONS WITH OWNER'S OPERATIONS AND OTHERS IN PROXIMITY TO THE WORK. NOTIFY OWNER BEFORE EACH APPLICATION IS PERFORMED.

F. PROTECT PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS AND OPERATIONS OF OTHER CONTRACTORS AND TRADES. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTINGS.

NOTES:

1. SEE SHEET L3.2-L3.3 FOR DETAILED PLANT SPECIES AND LOCATIONS.

2. CONTRACTOR TO VERIFY PLANT TOTALS. IF THERE IS A CONFLICT IN PLANT TOTALS BETWEEN QUANTITIES SHOWN IN THE PLANT LEGEND AND THOSE INDICTED ON THE PLANS, THE PLANT LEGEND QUANTITIES AND SUMMARY QUANTITIES SHALL TAKE PRECEDENCE.

3. PLANTS SHALL ONLY BE PLANTED FROM OCTOBER 15 - MARCH 15 UNLESS ALTERNATIVE DATES ARE ALLOWED AND APPROVED BY THE TOWN OF HUNTERSVILLE.

4. SEE CIVIL ENGINEERING DRAWINGS FOR LOCATIONS OF SITE DEVELOPMENT ELEMENTS, UTILITIES, TREE PRESERVATION AREAS, BUFFER YARDS, AND/OR OTHER REQUIRED AREAS AND EASEMENTS.

5. NO TREES ARE TO BE PLANTED WITHIN 10 FEET OF A STORM WATER INLET OR MANHOLE STRUCTURE.

6. THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES. THE LOCATION OF ALL EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON THE PLANS, AND WHERE SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL ON HIS OWN INITIATIVE AND AT NO ADDITIONAL COST TO THE OWNER, HAVE LOCATED ALL UNDERGROUND LINES AND STRUCTURES. NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF SUCH PIPE, OTHER OBSTRUCTIONS, OR FROM ANY DELAY DUE TO REMOVAL OR REARRANGEMENT OF SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO UNDERGROUND STRUCTURES. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL NON-SUBSCRIBING UTILITIES. THE CONTRACTOR SHALL CONTACT **NORTH CAROLINA ONE CALL AT 811** FOR ASSISTANCE IN LOCATING UTILITIES.

7. ALL DISTURBED AREAS THAT ARE NOT PLANT BEDS SHALL BE GRASS SOD OR SEED.

8. THE LANDSCAPE CONTRACTOR SHALL PERFORM FINISH GRADING TO ENSURE A SMOOTH TRANSITION BETWEEN PLANT BEDS AND LAWN AREAS.

9. ALL PLANTING AND LANDSCAPE WORK SHALL BE IN ACCORDANCE WITH CURRENT TOWN STANDARDS.

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	Cf	Cercis canadensis 'Forest Pansy'	Forest Pansy Eastern Redbud	8' Ht.	3
	Cy	Cryptomeria japonica 'Yoshino'	Yoshino Japanese Cedar	8' Ht.	3
	Gp	Ginkgo biloba 'PNI 2720'	Princeton Sentry® Maidenhair Tree	3.5' Cal.	2
	Pa	Prunus x yedoensis 'Akebono'	Akebono Yoshino Cherry	8' Ht.	4
	Td	Thuja occidentalis 'Degroot's Spire'	Degroot's Spire Arborvitae	8' Ht.	24
SHRUBS					
	Ce	Carex oshimensis 'Everillo'	EverColor® Everillo Japanese Sedge	1 gal.	138
	Dv	Distylium x 'Vintage Jade'	First Editions® Vintage Jade Distylium	3 gal.	16
	Ig	Ilex glabra	Inkberry Holly	7 gal.	18
	Lb	Liriope muscari 'Big Blue'	Big Blue Lilyturf	1 gal.	124
	Lu	Loropetalum chinense rubrum 'PIILC-III'	Purple Daydream® Dwarf Loropetalum	3 gal.	56
	MI	Muhlenbergia capillaris 'Lenca'	Regal Mist® Pink Muhly Grass	3 gal.	19
	Oh	Osmanthus heterophyllus 'Goshiki'	Goshiki Holly Olive	3 gal.	17
	Ph	Pennisetum alopecuroides 'Hameln'	Hameln Fountain Grass	3 gal.	20

NOT TO SCALE

REV. DATE

10/14/09

STD. NO.

600.1

Town of Huntersville

STANDARD DRAWING

TREE PLANTING

(FOR SINGLE AND MULTI-STEM TREES)

NOT TO SCALE

REV. DATE

10/14/09

STD. NO.

610.1

Town of Huntersville

STANDARD DRAWING

SHRUB PLANTING BED

NOT TO SCALE

REV. DATE

10/14/09

STD. NO.

614.1

Town of Huntersville

STANDARD DRAWING

ROOT CROWN DEPTHS

(TREE ROOT BALL CONDITION ON TREES FROM SUPPLIERS)

NOTES:

1. REMOVE WIRE AND NYLON TWINE FROM BALL AND CANOPY.

2. SOAK ROOT BALL AND PLANT PIT IMMEDIATELY AFTER INSTALLATION.

3. STAKING IS REQUIRED FOR ALL TREES IN R.O.W. OR UPON REQUEST OF ARBORIST.

4. REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER.

5. RESEED UNMULCHED, DISTURBED AREAS.

3/4" NYLON STRAP

6" SLIP KNOT WITH STOP KNOT, 6" LARGER THAN TREE DIAMETER

4" HIGH / 6" WIDE MARSHAL BEHM OUTSIDE OF ROOTBALL

3 - 1"x4"x16" WOOD STAKES WITH CENTERED 3/8" HOLE DIVIDED IN LINE WITH STRAP, EQUALLY SPACED AROUND TREE

REMOVE TYPICAL EXCESS SOIL FROM ROOT CROWN

REMOVE TOP 1/3 BURLAP AND ANY NAILS/PINS, ETC.

RAISE PIT BOTTOM TO SET ROOT CROWN AT THE CORRECT HEIGHT, FIRM SOIL UNDER ROOT BALL.

6" MAXIMUM LAYER OF MULCH

FINISH GRADE

UNDISTURBED SOIL

ROOT BALL DIA. VARIES

12"

24"

36"

48"

60"

72"

84"

96"

108"

120"

132"

144"

156"

168"

180"

192"

204"

216"

228"

240"

252"

264"

276"

288"

300"

312"

324"

336"

348"

360"

372"

384"

396"

408"

420"

432"

444"

456"

468"

480"

492"

504"

516"

528"

540"

552"

564"

576"

588"

600"

612"

624"

636"

648"

660"

672"

684"

696"

708"

720"

732"

744"

756"

768"

780"

792"

804"

816"

828"

840"

852"

864"

876"

888"

900"

912"

924"

936"

948"

960"

972"

984"

996"

1008"

1020"

1032"

1044"

1056"

1068"

1080"

1092"

1104"

1116"

1128"

1140"

1152"

1164"

1176"

1188"

1200"

1212"

1224"

1236"

1248"

1260"

1272"

1284"

1296"

1308"

1320"

1332"

1344"

1356"

1368"

1380"

1392"

1404"

1416"

1428"

1440"

1452"

1464"

1476"

1488"

1500"

1512"

1524"

1536"

1548"

1560"

1572"

1584"

1596"

1608"

1620"

1632"

1644"

1656"

1668"

1680"

1692"

1704"

1716"

1728"

1740"

1752"

1764"

1776"

1788"

1800"

1812"

1824"

1836"

1848"

1860"

1872"

1884"

1896"

1908"

1920"

1932"

1944"

1956"

1968"

1980"

1992"

2004"

2016"

2028"

2040"

2052"

2064"

2076"

2088"

2100"

2112"

2124"

2136"

2148"

2160"

2172"

2184"

2196"

2208"

2220"

2232"

2244"

2256"

2268"

2280"

2292"

2304"

2316"

2328"

2340"

2352"

2364"

2376"

2388"

2400"

2412"

2424"

2436"

2448"

2460"

2472"

2484"

2496"

2508"

2520"

2532"

2544"

2556"

2568"

2580"

2592"

2604"

2616"

2628"

2640"

2652"

2664"

2676"

2688"

2700"

2712"

2724"

2736"

2748"

2760"

2772"

2784"

2796"

2808"

2820"

2832"

2844"

2856"

2868"

2880"

2892"

2904"

2916"

2928"

2940"

2952"

2964"

2976"

2988"

3000"

3012"

3024"

3036"

3048"

3060"

3072"

3084"

3096"

3108"

3120"

3132"

3144"

3156"

3168"

3180"

3192"

3204"

3216"

3228"

3240"

3252"

3264"

3276"

3288"

3300"

3312"

3324"

3336"

3348"

3360"

3372"

3384"

3396"

3408"

3420"

3432"

3444"

3456"

3468"

3480"

3492"

3504"

3516"

3528"

3540"

3552"

3564"

3576"

3588"

3600"

3612"

3624"

3636"

3648"

3660"

3672"

3684"

3696"

3708"

3720"

3732"

3744"

3756"

3768"

3780"

3792"

3804"

3816"

3828"

3840"

3852"

3864"

3876"

3888"

3900"

3912"

3924"

3936"

3948"

3960"

3972"

3984"

3996"

4008"

4020"

4032"

4044"

4056"

4068"

4080"

4092"

4104"

4116"

4128"

4140"

4152"

4164"

4176"

4188"

4200"

4212"

4224"

4236"

4248"

4260"

4272"

4284"

4296"

4308"

4320"

4332"

4344"

4356"

4368"

4380"

4392"

4404"

4416"

4428"

4440"

4452"

4464"

4476"

4488"

4500"

4512"

4524"

4536"

4548"

4560"

4572"

4584"

4596"

4608"

4620"

4632"

4644"

4656"

4668"

4680"

4692"

4704"

4716"

4728"

4740"

4752"

4764"

4776"

4788"

4800"

4812"

4824"

4836"

4848"

4860"

4872"

4884"

4896"

4908"

4920"

4932"

4944"

4956"

4968"

4980"

4992"

5004"

5016"

5028"

5040"

5052"

5064"

5076"

5088"

5100"

5112"

5124"

5136"

5148"

5160"

5172"

5184"

5196"

5208"

5220"

5232"

5244"

5256"

5268"

5280"

5292"

5304"

5316"

5328"

5340"

5352"

5364"

5376"

5388"

5400"

5412"

5424"

5436"

5448"

5460"

5472"

5484"

5496"

5508"

5520"

5532"

5544"

5556"

5568"

5580"

5592"

5604"

5616"

5628"

5640"

5652"

5664"

5676"

5688"

5700"

5712"

5724"

5736"

5748"

5760"

5772"

5784"

5796"

5808"

5820"

5832"

5844"

5856"

5868"

5880"

5892"

5904"

5916"

5928"

5940"

5952"

5964"

5976"

5988"

6000"

6012"

6024"

6036"

6048"

6060"

6072"

6084"

6096"

6108"

6120"

6132"

6144"

6156"

6168"

6180"

6192"

6204"

6216"

6228"

6240"

6252"

6264"

6276"

6288"

6300"

6312"

6324"

6336"

6348"

6360"

6372"

6384"

6396"

6408"

6420"

6432"

6444"

6456"

6468"

6480"

6492"

6504"

6516"

6528"

6540"

6552"

6564"

6576"

6588"

6600"

6612"

6624"

6636"

6648"

6660"

6672"

6684"

6696"

6708"

6720"

6732"

6744"

6756"

6768"

6780"

6792"

6804"

6816"

6828"

6840"

6852"

6864"

6876"

6888"

6900"

6912"

6924"

6936"

6948"

6960"

6972"

6984"

6996"

7008"

7020"

7032"

7044"

7056"

7068"

7080"

7092"

7104"

7116"

7128"

7140"

7152"

7164"

7176"

7188"

7200"

7212"

7224"

7236"

7248"

7260"

7272"

7284"

7296"

7308"

7320"

7332"

7344"

7356"

7368"

7380"

7392"

7404"

7416"

7428"

7440"

7452"

7464"

7476"

7488"

7500"

7512"

7524"

7536"

7548"

7560"

7572"

7584"

7596"

7608"

7620"

7632"

7644"

7656"

7668"

7680"

7692"

7704"

7716"

7728"

7740"

7752"

7764"

7776"

7788"

7800"

7812"

7824"

7836"

7848"

7860"

7872"

7884"

7896"

7908"

7920"

7932"

7944"

7956"

7968"

7980"

7992"

8004"

8016"

8028"

8040"

8052"

8064"

8076"

8088"

8100"

8112"

8124"

8136"

8148"

8160"

8172"

8184"

8196"

8208"

8220"

8232"

8244"

8256"

8268"

8280"

8292"

8304"

8316"

8328"

8340"

8352"

8364"

8376"

8388"

8400"

8412"

8424"

8436"

8448"

8460"

8472"

8484"

8496"

8508"

8520"

8532"

8544"

8556"

8568"

8580"

8592"

8604"

8616"

8628"

8640"

8652"

8664"

8676"

8688"

8700"

8712"

8724"

8736"

8748"

8760"

8772"

8784"

8796"

8808"

8820"

8832"

8844"

8856"

8868"

8880"

8892"

8904"

8916"

8928"

8940"

8952"

8964"

8976"

8988"

9000"

9012"

9024"

9036"

9048"

9060"

9072"

9084"

9096"

9108"

9120"

9132"

9144"

9156"

9168"

9180"

9192"

9204"

9216"

9228"

9240"

9252"

9264"

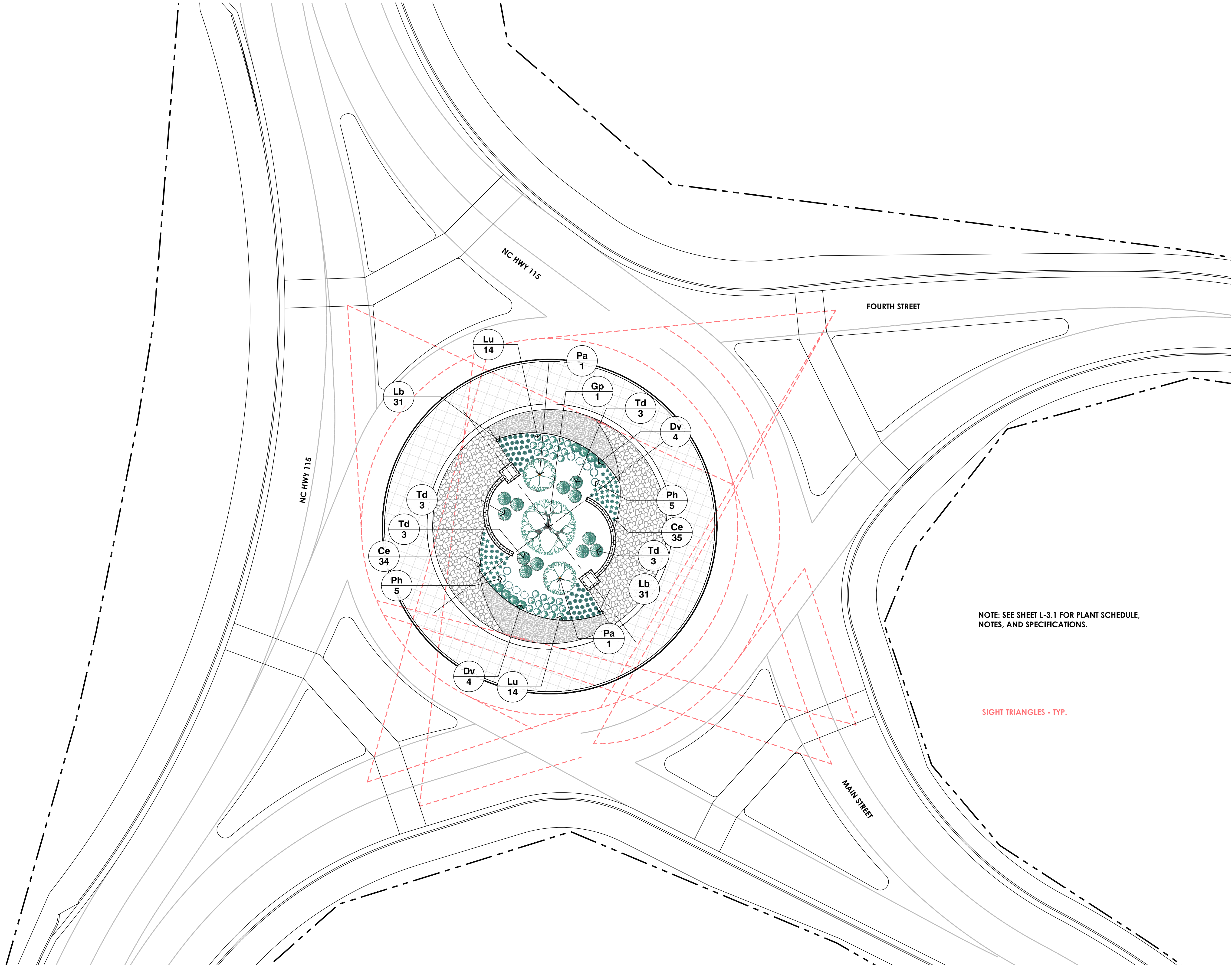
9276"

9288"

9300

C:\VZ\Projects\Huntersville Roundabouts\2023\MS RAB CD_12-1-2023.dwg

NORTH ROUNDABOUT PLANTING PLAN



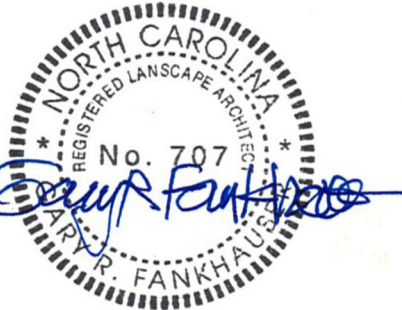
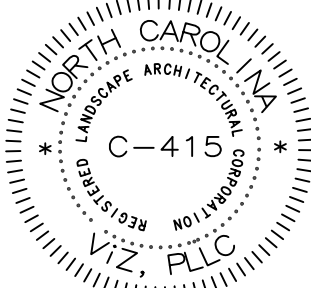
MAIN STREET ROUNDABOUTS
CONSTRUCTION DOCUMENTS
Town of Huntersville, NC

REV. #	DATE	DESCRIPTION	OWNER COMMENTS
1	11/19/2023		



VIZ, PLLC
Urban Design Land Planning
Landscape Architecture
PO Box 704
Cornelius, NC 28031
(704) 997-6144
gary@viz.design

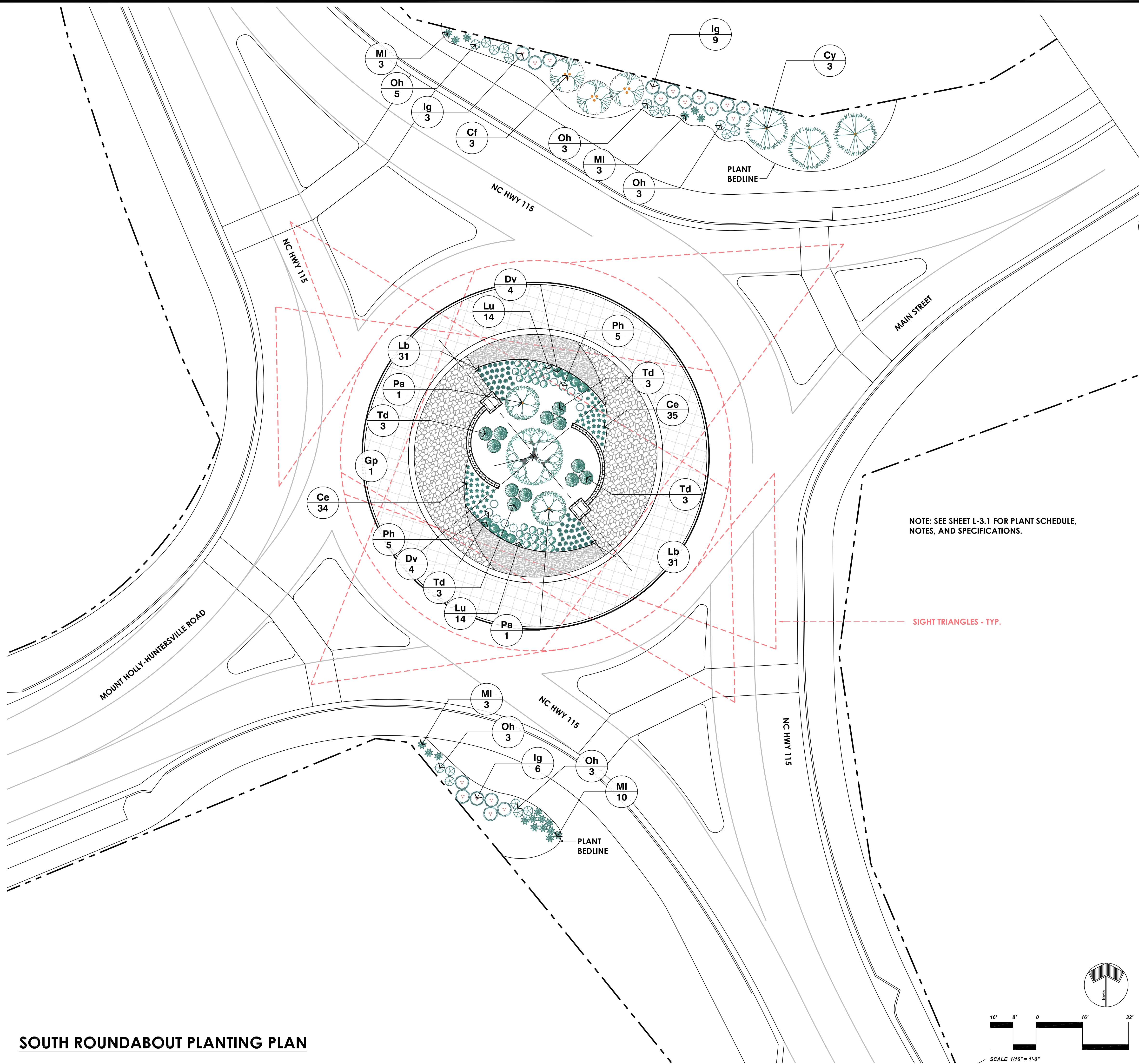
©2020 by VIZ, PLLC
All Rights Reserved



DATE: 8/15/2023
SCALE: AS SHOWN
JOB NUMBER: 23-25.1
DESIGNED BY: GRF
DRAWN BY: GRF

ROUNDABOUT
PLANTING PLANS

L-3.2



SOUTH ROUNDABOUT PLANTING PLAN



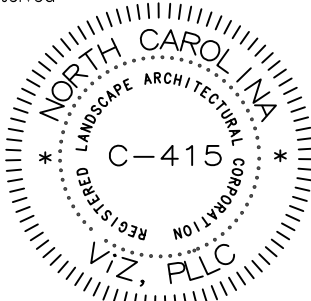
MAIN STREET ROUNDABOUTS
CONSTRUCTION DOCUMENTS
Town of Huntersville, NC

REV. #	DATE	DESCRIPTION	OWNER COMMENTS
1	11/19/2023		



VIZ, PLLC
Urban Design Land Planning
Landscape Architecture
PO Box 704
Cornelius, NC 28031
(704) 997-6144
gary@viz.design

©2020 by VIZ, PLLC
All Rights Reserved



DATE: 8/15/2023
SCALE: AS SHOWN
JOB NUMBER: 23-25.1
DESIGNED BY: GRF
DRAWN BY: GRF

ROUNDABOUT
PLANTING PLANS

L-3.3



**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: February 19, 2024

Subject: Appropriate grant funds for \$500,000.

EXPLAIN REQUEST:

Appropriate grant funds from the state (403336.9999.24005) of \$500,000 to provide initial aesthetics, which includes a stone veneer wall, trees and shrubs in and around the north and south roundabouts on Main Street to contract services (405700.0314.24005).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: February 19, 2024

Subject: Budget Amendment - Fire Services

EXPLAIN REQUEST:

Appropriate Fire Services fund balance (103890.9999) of \$59,875.40 to Fire uniform expense account (105200.0212) . These funds will be used to outfit nine new full-time firefighters.

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Decrease in fire services fund balance of \$59,875.40.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: February 19, 2024

Subject: Budget Amendment - Parks & Recreation/Public Works

EXPLAIN REQUEST:

Appropriate Insurance proceeds - Parks and Recreation revenue (103810.9999) of \$1,203.12 to Contract Services expense account (106200.0314.11011). Also, appropriate Insurance proceeds - Public Works (103813.9999) of \$1,203.13 to Contract Services (105700.0314.11011). These funds will be used to repair a leak in the wall at the Seagle Street building, which includes replacing sheet rock, painting and new plumbing connections. *(Pattie McGinnis)*

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: February 19, 2024

Subject: Property Tax Refunds

EXPLAIN REQUEST:

Attached is the Refund report from Mecklenburg County. This report includes three refunds totaling \$2,568.46, which includes \$6.86 in interest. The refunds are the result of the Property Tax Commission.

ACTION RECOMMENDED:

Approve property tax refunds.

FINANCIAL IMPLICATIONS:

Decrease in revenue.

ATTACHMENTS:

1. 2-19 Huntersville Refund with Interest 24 01 30

HUNTERSVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj. Reason	Recipient Name	Address	City	State	Zip Code	Payment Date for Interest Calculation	Refund Amount (\$)	Total Interest to Pay if mailed on or before 3/6/2024 (\$)
2023	0001444095-2023-2023-0000-00	00537151	REI	BER Decision	MDC NC2 LP C/O REALTY INCOME CORPORATION	2424 RIDGE RD	ROCKWALL	TX	75087	1/6/2024	2,299.09	80.47
2023	0001468429-2023-2023-0000-00	01304102	REI	BER Decision	PARKS, ROGER DEAN	12515 ALLISON FERRY RD	HUNTERSVILLE	NC	28078	1/6/2024	86.24	3.02
2023	0001468440-2023-2023-0000-00	01304111	REI	BER Decision	RORRER, VICTOR M	13019 ALLISON FERRY RD	HUNTERSVILLE	NC	28078	1/6/2024	96.27	3.37
										TOTAL	2,481.60	86.86

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Emily Sloop, Town Attorney

Date: February 19, 2024

Subject: Public Comment and Public Hearing Policy Amendments

EXPLAIN REQUEST:

As directed by the Board, the Legal Department has prepared amendments to the Town's Public Comment and Public Hearing Policy.

ACTION RECOMMENDED:

Approve Amendments

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Public Comment and Public Hearing Policy 2-12-24 EAS



Town of Huntersville Board of Commissioners Public Comment and Public Hearing Policy

1. Purpose.

The purpose of this Policy is to provide for public comments in a fair, consistent, and informative manner in accordance with the requirements of Sections 160A-81 and 160A-81.1 of the North Carolina General Statutes, which authorize the Board of Commissioners (the "Board") to adopt rules governing the conduct of public hearings and public comment periods. The Town of Huntersville recognizes the importance of receiving comments from the public. The purpose of public hearings and public comment periods is to give the public an opportunity to express their views, comments, or opinions to the Board of Commissioners. It is a time for the Board of Commissioners to listen to the public. The following rules have been established to maintain order and decorum during public hearings and public comment periods. Furthermore, these rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally to each speaker.

2. Procedure.

- a) Persons desiring to address the Board during a public comment period or a public hearing shall list their full name, address, telephone number, and subject matter to be discussed on the speaker sign-up sheet as provided by the Town Clerk prior to the beginning of the meeting. Speakers wishing to yield their time to a designated spokesperson must also sign the speaker sign-up sheet and indicate the spokesperson to whom they are designating their time. Once the meeting has begun, a person may not sign up to speak.¹ [Prior to speaking, speakers will be asked to identify their name and city or town of residence.](#)
- b) 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 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.
- c) [Public zoning hearings.](#) At hearings involving amendments to the [Zoning Ordinance](#) or zoning map, the time allotted for speakers is set forth below:

¹ When the Board elects to permit remote public participation, whether by telephonic or emailed comments, remote public speakers must contact the Town Clerk and provide the information required by this paragraph no later than 3:00 pm on the date of the scheduled Board meeting.

- i. The Petitioner, or their designated representative, shall be allowed fifteen (15) minutes to present. Any questions by the Board members shall not be counted against the time limit for the Petitioner. The Petitioner shall be allowed to use PowerPoint presentations, but shall not use any other technology, including videos, for his or her presentation.
- ii. Any other person who has signed up to speak, whether as a proponent or opponent of the Petitioner, shall have three (3) minutes each. 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. Speakers shall not use or provide any technological presentations, including, but not limited to, videos or PowerPoint presentations. Depending on the number of speakers signed up to speak regarding a petition, the Mayor, or the Mayor Pro Tem in the absence of the Mayor, shall have the discretion to shorten the allotted speaking time to two (2) minutes per speaker.
- iii. At the discretion of the Mayor, or the Mayor Pro Tem in the absence of the Mayor, the Petitioner shall be allowed up to three (3) minutes for closing statements.
- d) In order to conduct public business in an efficient and productive manner, speakers are encouraged to avoid duplicative and repetitive comments.
- e) The provisions of this Policy shall not apply to speakers addressing the Board on awards and recognitions or to staff or other individuals expressly invited to address the Board on a matter.
- f) For any matter, the time allotted to any speaker in this Policy may be extended by the Mayor, or the Mayor Pro Tem in the absence of the Mayor, in his or her sole discretion.
- g) Speakers shall be civil and courteous in their language and presentation. Insults, personal attacks, accusations, profanity, vulgar language, inappropriate gestures, or other inappropriate behavior will not be tolerated. Inappropriate behavior includes, but is not limited to, the use of bigotries, slurs, or bias against any individual or group of individuals based upon race, religion, national origin, sex (including sexual orientation, pregnancy, and gender identity), disability, age, political affiliation, etc. Discriminatory and/or defamatory comments are strictly prohibited.
- h) In order to provide for the maintenance of order and decorum in the conduct of the meeting, the Mayor, or Mayor Pro Tem in the Mayor's absence, may declare "out-of-order" any person who fails to comply with this Policy. The Mayor, or the Mayor Pro Tem in the absence of the Mayor, shall caution any such person to abide by the provisions of this Policy. Refusal to do so shall be grounds for removal of the speaker from the meeting.

Adopted this ___ day of _____, 2024.

Christy Clark~~John Aneralla~~, Mayor, Town of
Huntersville

Commented [ES1]: To align with our Social Media Policy

ATTEST:

Janet Pierson, Clerk to the Board

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Patrick Patterson, Planner I

Date: February 19, 2024

Subject: Street Name Change - University City Church Drive

EXPLAIN REQUEST:

Conduct a public hearing on Street Name Change Petition, University City Church Drive, a request by Workmanship LLC to rename all of University City Church Drive to Ambassador Christian Way, a length of 0.14 miles, beginning at Sam Furr Road and dead ending.

ACTION RECOMMENDED:

Conduct a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

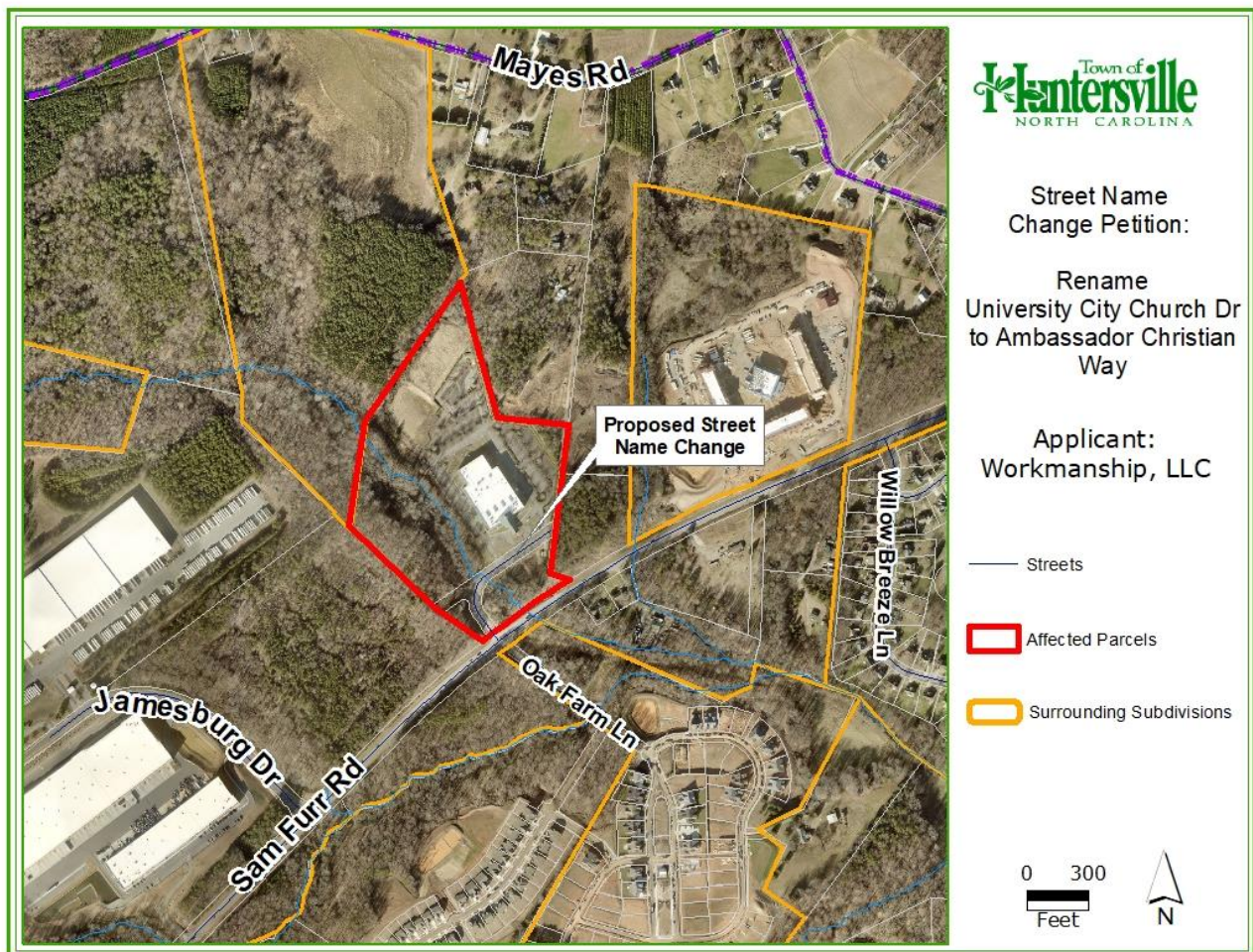
1. Staff Report - Ambassador Christian Way
2. Street Name Change Application
3. Code of Ordinances Chapter 97 Street Name Changes

Street Name Change Petition: University City Church Drive to Ambassador Christian Way

PART 1: DESCRIPTION

Street Name Change Petition, University City Church Dr: a request by Workmanship, LLC to rename all of University City Church Drive to Ambassador Christian Way, a length of 0.14 miles, beginning at Sam Furr Road and dead ending. As the new owner of the property, Workmanship, LLC initiated the street name change petition to change the previous owner's personalized street name (Attachment 1).

PART 2: LOCATION



PART 3: PETITION SUBMITTAL STANDARDS

1. Authorization Submission Criteria: Any property owner along a subject street may initiate a request to change the street name. The applicant, Workmanship, LLC, is the owner of the lots identified as the affected parcels. Therefore, Workmanship, LLC is qualified to submit the street name change petition.

2. Application and Fees: The petition application and required fees were submitted in full, including a fee for a new street sign should the petition be approved (Attachment A).
3. Availability of Street Name: Staff confirmed with Mecklenburg County Addressing that the proposed street name is available for use.
4. Petition: Applicant must submit a petition in favor of the name change signed by the owners of 75% or more of the lots that directly abut the subject street. The applicant submitted a petition signed by 100% of the property owners abutting the street (Attachment 1).
5. Notification: Notice of the February 19th, 2024, Public Hearing was published in the *Charlotte Observer*. The property owner(s) abutting the subject street also received a notice of the hearing by first class mail, in accordance with §97.07 of the Code of Ordinances (Attachment 2).

PART 4: EVALUATION CRITERIA

§97.03 of the Code of Ordinances states “the Town Board of Commissioners shall consider the following criteria when evaluating any resolution for a street name change under their respective authority:

1. The delivery of personal, public, and emergency services;
2. The similarity to existing street names;
3. Pronunciation and spelling;
4. Any condition that may confuse the traveling public;
5. Place, name association or history;
6. The expense to abutting property owners; and
7. The expense to affected governmental agencies, including but not limited to, the town, the county, N.C. Department of Transportation, and the U.S. Postal Service.

STAFF COMMENT – The street name change would affect three (3) lots and one (1) property owner, fronting University City Church Drive. Mecklenburg County Addressing does not believe renaming the subject street will cause conflict with existing street names. The property was previously a church, and the street name was personalized to the previous owner. Only the applicant will be affected by this street name change and no expenses will be passed on to abutting property owners or governmental agencies.

If the Board does approve the name change staff will immediately notify the postmaster, Town Police, Fire, and Mecklenburg County GIS. Once Mecklenburg County GIS is notified, they will update the emergency dispatch list. In addition, staff will notify property owners abutting the subject street of the approved name change and provide an installation timeframe for the new street signs.

PART 5: PLANNING STAFF RECOMMENDATION

The petition meets the evaluation criteria set forth in §97.03 of the Code of Ordinances, for street name changes. Therefore, staff recommends approval of the street name change from University City Church Drive to Ambassador Christian Way.

PART 6: PUBLIC HEARING

The Public Hearing will be held on February 19th, 2024. In accordance with §97.07 of the Code of Ordinances the “Board of Commissioners may elect to make a decision on this item at either the current or subsequent meetings.”

PART 7: ATTACHEMETNS AND ENCLOSURES

Attachment 1: Street Name Change Application

Attachment 2: Code of Ordinances, Chapter 97: *Street Name Changes*



Street Name Change Application

Applicant

Printed Name Workmanship, LLC Phone 704-301-1797

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

☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) of the applicant the proposed use will comply with all applicable regulations of the Town of Huntersville Zoning and Code of Ordinances related to the use as indicated by Planning Department Staff.

Signature NBryan

Title Member/Manager Email NV-bryan@outlook.com

Address of Applicant 21536 Blakely Shores Drive, Cornelius, NC 28031

Date of Application 1-5-24

Description of Request

Existing Street Name	<u>1994 University City Church Drive</u>
Proposed Street Name	<u>2520 Ambassador Christian Way</u>

Please describe portions of street to be changed.

The street is an access street to the Ambassador Christian School campus. No other properties are affected.

Detail reason(s) for changing the name of this street.

Ambassador Christian School is now located at this property.
The street name change is requested to avoid confusion
and assist travelers and traffic.

Submittal Requirements

- ☒ **Map** – Attach a copy of a map which shows the subject street or alley and abutting properties. Each property is to be identified by Parcel ID.
- ☒ **Application Fee** – This fee is intended to cover the cost of advertising and public notification.
- ☒ **Sign Fee** – This fee is intended to cover the purchase and installation of new street signs. If the proposed street name is not approved by the Town Board of Commissioners this fee will be returned to the applicant in full.
- ☒ **List of Property Owners** – Provide a list of the names and addresses of all property owners abutting the street in question.
- ☒ **Signed Petition** – The petition in favor of the proposed name change must be signed by the owners of 75% or more of the lots which directly abut the subject street. Petition begins on page 2 of the application. Please print additional sheets for signatures if necessary.

Street Name Change Application

Last Updated August 2019

Page 1 of 6

- ☐ Please read the petition and all other information carefully. It is important that you understand what you are signing and how it will affect you.
- ☐ Sign the petition as name is signed on the property deed. If there are multiple owners, signatures must be listed in the same manner on the deed.
- ☐ If you are signing on behalf of a corporation, give your title and place your corporate seal over your signature.

Note: Incorrect signatures are not binding on the petition and may cause delay in processing.
If you have any questions, call the **Planning Department at 704-875-7000**.

Street Name Proposal : We the undersigned property owners, owning land abutting the street or alleys shown on the attached map, hereby petition the Town of Huntersville Board of Commissioners to change the street name:

From 1994 University City Church Drive
To 2520 Ambassador Christian Way

Property Owner Signatures

Parcel ID 01123122 Printed Name Ambassador Christian School, Inc.
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: Non profit Corp.

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

Signature [Signature] Title Co-Founder / Executive Director

Mailing Address 1994 University City Church Drive
City Huntersville State NC Zip 28078

Parcel ID 01123131, 01123132 and 01123101 Printed Name Workmanship, LLC
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature [Signature] Title Member / Manager

Mailing Address 21536 Blakely Shores Drive
City Cornelius State NC Zip 28031

Parcel ID _____ Printed Name _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____ Title _____

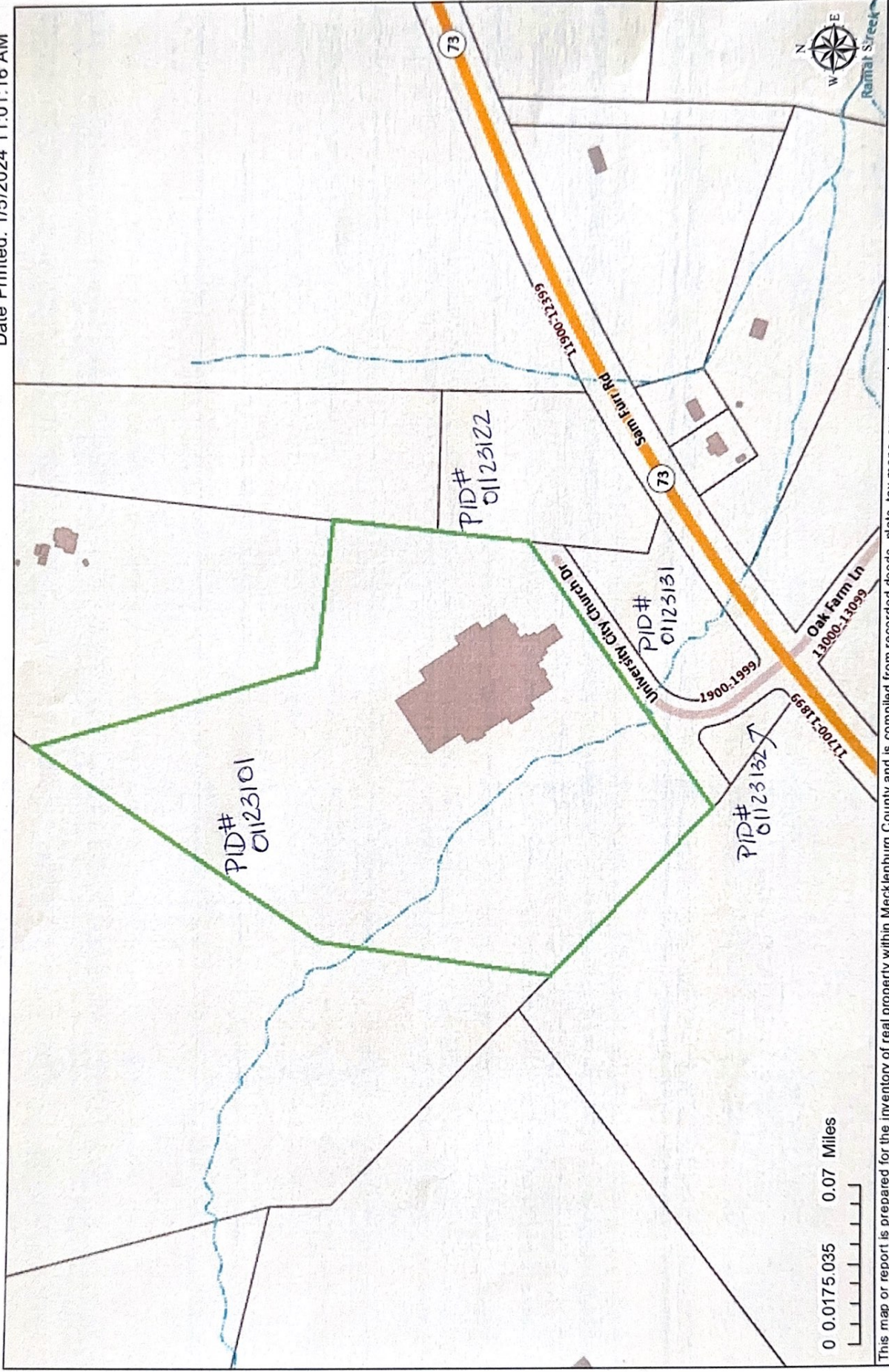
Mailing Address _____

City _____ State _____ Zip _____

Parcel ID _____ Printed Name _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Polaris 3G Map – Mecklenburg County, North Carolina

Date Printed: 1/5/2024 11:01:16 AM



This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the abovementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

Street Name Change Application

Existing street name:

1994 University City Church Drive

Proposed street name:

2520 Ambassador Christian Way

List of Property Owners abutting the street in question:

Workmanship, LLC
21536 Blakely Shores Drive
Cornelius, NC 28031

Ambassador Christian School, Inc.
1994 University City Church Drive
Huntersville, NC 28078

CHAPTER 97 STREETS NAME CHANGES

97.01 Purpose

97.02 Approval Authority

97.03 Evaluation Criteria

97.04 Authorized Submission

97.05 Application

97.06 Fees

97.07 Procedure

Cross reference(s)—Streets and sidewalks, see Ch. 90.

97.01 Purpose

To establish a procedure to allow interested parties to submit requests for street name changes and evaluation criteria for the review of such requests as either:

- A. Recognizing a person, group, place or historic event as being noteworthy to the community and meriting a street being named after that subject; or
- B. Addressing an existing street-naming issue that a local government agency has identified as a concern.

(Ord. passed 2-20-12)

97.02 Approval Authority

Proposed name changes for public and private streets shall be submitted to Planning Department staff. After completion of application is verified, staff will request that the Board of Commissioners take action to set a public hearing.

(Ord. passed 2-20-12)

97.03 Evaluation Criteria

- A. The Board of Commissioners shall consider the following criteria when evaluating any resolution for a street name change under its respective authority:
 - 1. The delivery of personal, public and emergency services;
 - 2. The similarity to existing street names;
 - 3. Pronunciation and spelling;
 - 4. Any condition that may confuse the traveling public;
 - 5. Place, name association or history;
 - 6. The expense to abutting property owners; and
 - 7. The expense to affected governmental agencies, including but not limited to, the town, the county, N.C. Department of Transportation, and the U.S. Postal Service.

(Ord. passed 2-20-12)

97.04 Authorized Submission

The Board of Commissioners, a department of the town, or any property owner along the subject street may initiate a request to change the name of that street. The term "property owner" shall constitute the person(s), firm or corporation as listed in the county tax records and referenced by the deed description on the applicable parcel card. Where a lot is held in joint, common or other form of multiple ownership, all the owners having title or interest in the lot must sign the petition.

(Ord. passed 2-20-12)

97.05 Application

Any property owner, public body or agency authorized to request a street name change may complete an application form provided by the Planning Department and submit it to staff. In order to be processed, applications must include all requested information.

(Ord. passed 2-20-12)

97.06 Fees

The town may establish an application fee to help defray the expenses of processing the request, as well as a fee for the purchase and installation of new street signs. All applicants, except the Board of Commissioners or staff, must submit the application and sign fees with the application. If the proposed street name is not approved, the fee for new signs will be returned to the applicant in full.

(Ord. passed 2-20-12)

97.07 Procedure

- A. Prior to processing any street name change request, staff must confirm with the county that the name is available for assignment.
- B. Applications to change a street name that are submitted by property owners must state the reason for the proposed change. Applications shall also include a list with the names and addresses of every person owning property abutting the road, and a petition in favor of the name change signed by the owners of 75 percent or more of the lots directly abutting the subject street.
- C. If staff confirms the name is available and the petition is sufficient, staff shall request a public hearing and publish notice of the proposed street name change. Notice of the public hearing shall be published once in a newspaper of general circulation. The notice shall be published not less than ten days nor more than 25 days before the public hearing. Staff will also notify by first class mail all persons owning property abutting the road of the time and place of the public hearing.
- D. At the time of the Board of Commissioners hearing, interested parties may sign up to speak to the proposed name change. The Board may elect to make a decision on the item at either the current or a subsequent meeting.
- E. After renaming a road, staff shall notify the postmaster with jurisdiction over the road and the following agencies: Mecklenburg County GIS, Town Police Department and Fire Department.

(Ord. passed 2-20-12)

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Patrick Patterson, Planner I

Date: February 19, 2024

Subject: Street Name Change Petition - University City Church Drive

EXPLAIN REQUEST:

Consider decision on Street Name Change Petition, University City Church Drive, a request by Workmanship LLC to rename all of University City Church Drive to Ambassador Christian Way, a length of 0.14 miles, beginning at Sam Furr Road and dead ending.

ACTION RECOMMENDED:

Consider making a decision

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

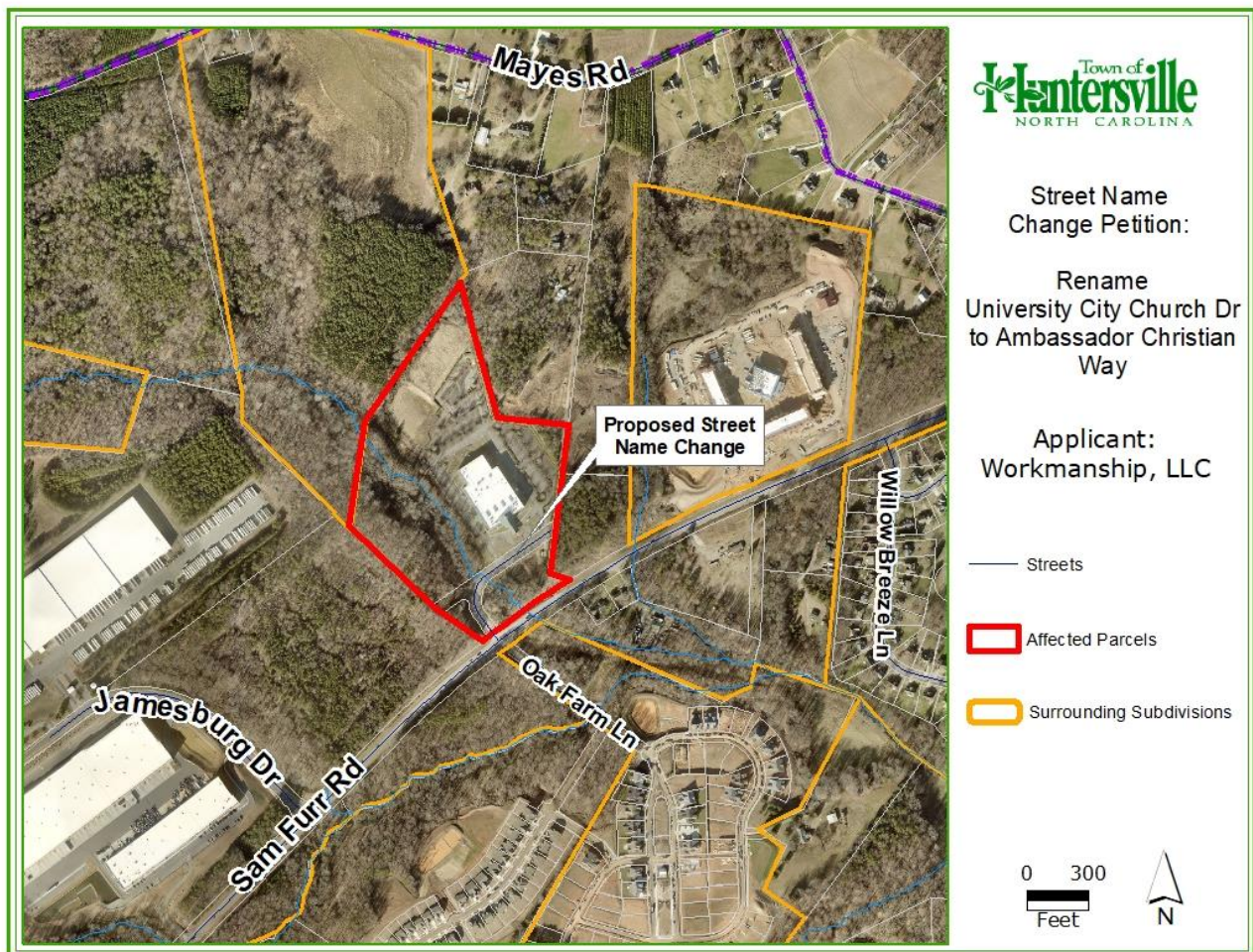
1. Staff Report - Ambassador Christian Way
2. Street Name Change Application
3. Code of Ordinances Chapter 97 Street Name Changes

Street Name Change Petition: University City Church Drive to Ambassador Christian Way

PART 1: DESCRIPTION

Street Name Change Petition, University City Church Dr: a request by Workmanship, LLC to rename all of University City Church Drive to Ambassador Christian Way, a length of 0.14 miles, beginning at Sam Furr Road and dead ending. As the new owner of the property, Workmanship, LLC initiated the street name change petition to change the previous owner's personalized street name (Attachment 1).

PART 2: LOCATION



PART 3: PETITION SUBMITTAL STANDARDS

1. Authorization Submission Criteria: Any property owner along a subject street may initiate a request to change the street name. The applicant, Workmanship, LLC, is the owner of the lots identified as the affected parcels. Therefore, Workmanship, LLC is qualified to submit the street name change petition.

2. Application and Fees: The petition application and required fees were submitted in full, including a fee for a new street sign should the petition be approved (Attachment A).
3. Availability of Street Name: Staff confirmed with Mecklenburg County Addressing that the proposed street name is available for use.
4. Petition: Applicant must submit a petition in favor of the name change signed by the owners of 75% or more of the lots that directly abut the subject street. The applicant submitted a petition signed by 100% of the property owners abutting the street (Attachment 1).
5. Notification: Notice of the February 19th, 2024, Public Hearing was published in the *Charlotte Observer*. The property owner(s) abutting the subject street also received a notice of the hearing by first class mail, in accordance with §97.07 of the Code of Ordinances (Attachment 2).

PART 4: EVALUATION CRITERIA

§97.03 of the Code of Ordinances states “the Town Board of Commissioners shall consider the following criteria when evaluating any resolution for a street name change under their respective authority:

1. The delivery of personal, public, and emergency services;
2. The similarity to existing street names;
3. Pronunciation and spelling;
4. Any condition that may confuse the traveling public;
5. Place, name association or history;
6. The expense to abutting property owners; and
7. The expense to affected governmental agencies, including but not limited to, the town, the county, N.C. Department of Transportation, and the U.S. Postal Service.

STAFF COMMENT – The street name change would affect three (3) lots and one (1) property owner, fronting University City Church Drive. Mecklenburg County Addressing does not believe renaming the subject street will cause conflict with existing street names. The property was previously a church, and the street name was personalized to the previous owner. Only the applicant will be affected by this street name change and no expenses will be passed on to abutting property owners or governmental agencies.

If the Board does approve the name change staff will immediately notify the postmaster, Town Police, Fire, and Mecklenburg County GIS. Once Mecklenburg County GIS is notified, they will update the emergency dispatch list. In addition, staff will notify property owners abutting the subject street of the approved name change and provide an installation timeframe for the new street signs.

PART 5: PLANNING STAFF RECOMMENDATION

The petition meets the evaluation criteria set forth in §97.03 of the Code of Ordinances, for street name changes. Therefore, staff recommends approval of the street name change from University City Church Drive to Ambassador Christian Way.

PART 6: PUBLIC HEARING

The Public Hearing will be held on February 19th, 2024. In accordance with §97.07 of the Code of Ordinances the “Board of Commissioners may elect to make a decision on this item at either the current or subsequent meetings.”

PART 7: ATTACHEMETNS AND ENCLOSURES

Attachment 1: Street Name Change Application

Attachment 2: Code of Ordinances, Chapter 97: *Street Name Changes*



Street Name Change Application

Applicant

Printed Name Workmanship, LLC Phone 704-301-1797

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

☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) of the applicant the proposed use will comply with all applicable regulations of the Town of Huntersville Zoning and Code of Ordinances related to the use as indicated by Planning Department Staff.

Signature NBryan

Title Member/Manager Email NV-bryan@outlook.com

Address of Applicant 21536 Blakely Shores Drive, Cornelius, NC 28031

Date of Application 1.5.24

Description of Request

Existing Street Name	<u>1994 University City Church Drive</u>
Proposed Street Name	<u>2520 Ambassador Christian Way</u>

Please describe portions of street to be changed.

The street is an access street to the Ambassador Christian School campus. No other properties are affected.

Detail reason(s) for changing the name of this street.

Ambassador Christian School is now located at this property.
The street name change is requested to avoid confusion
and assist travelers and traffic.

Submittal Requirements

☒ **Map** – Attach a copy of a map which shows the subject street or alley and abutting properties. Each property is to be identified by Parcel ID.

☒ **Application Fee** – This fee is intended to cover the cost of advertising and public notification.

☒ **Sign Fee** – This fee is intended to cover the purchase and installation of new street signs. If the proposed street name is not approved by the Town Board of Commissioners this fee will be returned to the applicant in full.

☒ **List of Property Owners** – Provide a list of the names and addresses of all property owners abutting the street in question.

☒ **Signed Petition** – The petition in favor of the proposed name change must be signed by the owners of 75% or more of the lots which directly abut the subject street. Petition begins on page 2 of the application. Please print additional sheets for signatures if necessary.

Street Name Change Application

Last Updated August 2019

Page 1 of 6

- ☐ Please read the petition and all other information carefully. It is important that you understand what you are signing and how it will affect you.
- ☐ Sign the petition as name is signed on the property deed. If there are multiple owners, signatures must be listed in the same manner on the deed.
- ☐ If you are signing on behalf of a corporation, give your title and place your corporate seal over your signature.

Note: Incorrect signatures are not binding on the petition and may cause delay in processing.
If you have any questions, call the **Planning Department at 704-875-7000**.

Street Name Proposal : We the undersigned property owners, owning land abutting the street or alleys shown on the attached map, hereby petition the Town of Huntersville Board of Commissioners to change the street name:

From 1994 University City Church Drive
To 2520 Ambassador Christian Way

Property Owner Signatures

Parcel ID 01123122 Printed Name Ambassador Christian School, Inc.
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: Non profit Corp.

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

Signature [Signature] Title Co-Founder / Executive Director

Mailing Address 1994 University City Church Drive
City Huntersville State NC Zip 28078

Parcel ID 01123131, 01123132 and 01123101 Printed Name Workmanship, LLC
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature [Signature] Title Member / Manager

Mailing Address 21536 Blakely Shores Drive
City Cornelius State NC Zip 28031

Parcel ID _____ Printed Name _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____ Title _____

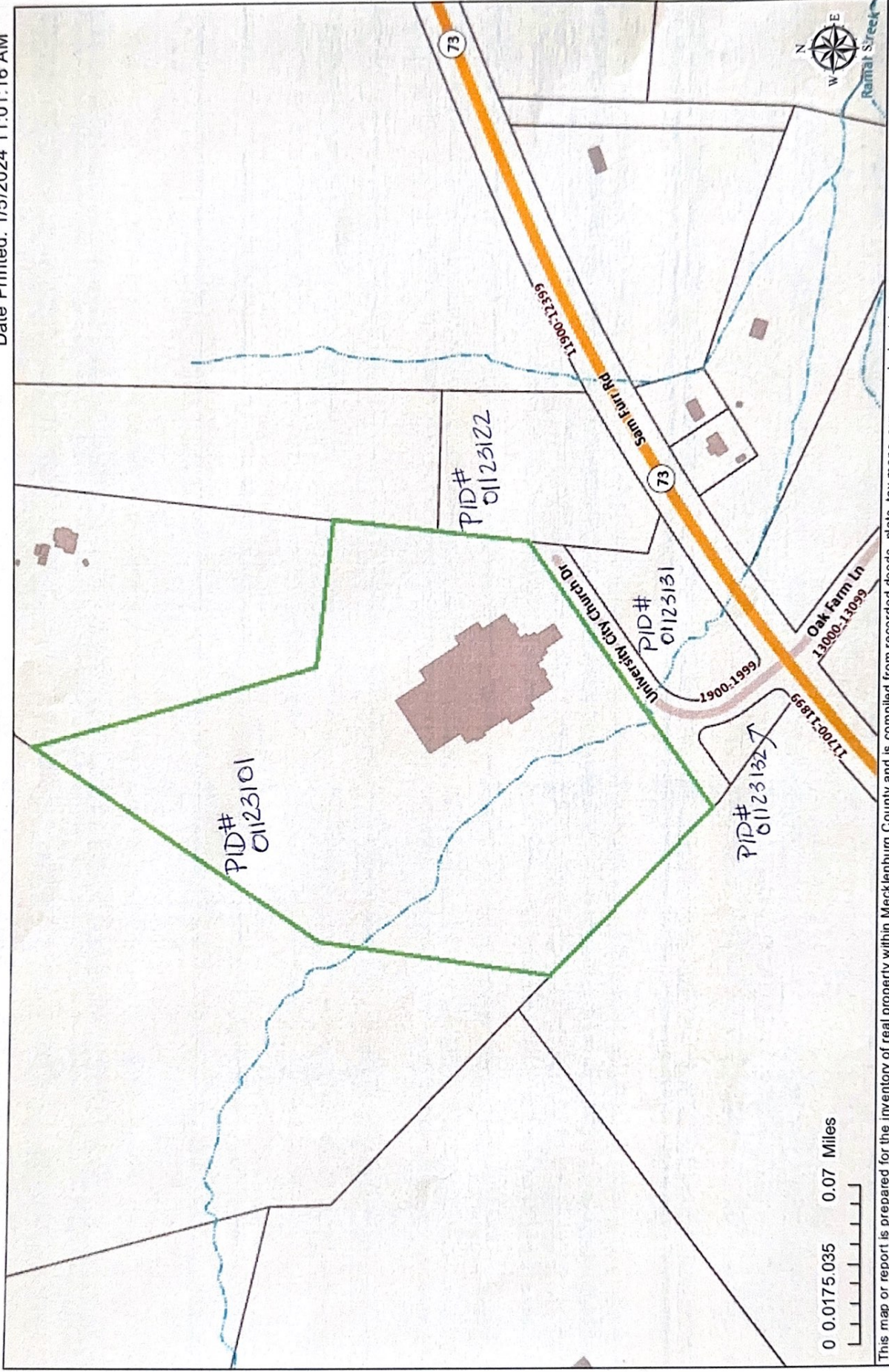
Mailing Address _____

City _____ State _____ Zip _____

Parcel ID _____ Printed Name _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Polaris 3G Map – Mecklenburg County, North Carolina

Date Printed: 1/5/2024 11:01:16 AM



Street Name Change Application

Existing street name:

1994 University City Church Drive

Proposed street name:

2520 Ambassador Christian Way

List of Property Owners abutting the street in question:

Workmanship, LLC
21536 Blakely Shores Drive
Cornelius, NC 28031

Ambassador Christian School, Inc.
1994 University City Church Drive
Huntersville, NC 28078

CHAPTER 97 STREETS NAME CHANGES

97.01 Purpose

97.02 Approval Authority

97.03 Evaluation Criteria

97.04 Authorized Submission

97.05 Application

97.06 Fees

97.07 Procedure

Cross reference(s)—Streets and sidewalks, see Ch. 90.

97.01 Purpose

To establish a procedure to allow interested parties to submit requests for street name changes and evaluation criteria for the review of such requests as either:

- A. Recognizing a person, group, place or historic event as being noteworthy to the community and meriting a street being named after that subject; or
- B. Addressing an existing street-naming issue that a local government agency has identified as a concern.

(Ord. passed 2-20-12)

97.02 Approval Authority

Proposed name changes for public and private streets shall be submitted to Planning Department staff. After completion of application is verified, staff will request that the Board of Commissioners take action to set a public hearing.

(Ord. passed 2-20-12)

97.03 Evaluation Criteria

- A. The Board of Commissioners shall consider the following criteria when evaluating any resolution for a street name change under its respective authority:
 - 1. The delivery of personal, public and emergency services;
 - 2. The similarity to existing street names;
 - 3. Pronunciation and spelling;
 - 4. Any condition that may confuse the traveling public;
 - 5. Place, name association or history;
 - 6. The expense to abutting property owners; and
 - 7. The expense to affected governmental agencies, including but not limited to, the town, the county, N.C. Department of Transportation, and the U.S. Postal Service.

(Ord. passed 2-20-12)

97.04 Authorized Submission

The Board of Commissioners, a department of the town, or any property owner along the subject street may initiate a request to change the name of that street. The term "property owner" shall constitute the person(s), firm or corporation as listed in the county tax records and referenced by the deed description on the applicable parcel card. Where a lot is held in joint, common or other form of multiple ownership, all the owners having title or interest in the lot must sign the petition.

(Ord. passed 2-20-12)

97.05 Application

Any property owner, public body or agency authorized to request a street name change may complete an application form provided by the Planning Department and submit it to staff. In order to be processed, applications must include all requested information.

(Ord. passed 2-20-12)

97.06 Fees

The town may establish an application fee to help defray the expenses of processing the request, as well as a fee for the purchase and installation of new street signs. All applicants, except the Board of Commissioners or staff, must submit the application and sign fees with the application. If the proposed street name is not approved, the fee for new signs will be returned to the applicant in full.

(Ord. passed 2-20-12)

97.07 Procedure

- A. Prior to processing any street name change request, staff must confirm with the county that the name is available for assignment.
- B. Applications to change a street name that are submitted by property owners must state the reason for the proposed change. Applications shall also include a list with the names and addresses of every person owning property abutting the road, and a petition in favor of the name change signed by the owners of 75 percent or more of the lots directly abutting the subject street.
- C. If staff confirms the name is available and the petition is sufficient, staff shall request a public hearing and publish notice of the proposed street name change. Notice of the public hearing shall be published once in a newspaper of general circulation. The notice shall be published not less than ten days nor more than 25 days before the public hearing. Staff will also notify by first class mail all persons owning property abutting the road of the time and place of the public hearing.
- D. At the time of the Board of Commissioners hearing, interested parties may sign up to speak to the proposed name change. The Board may elect to make a decision on the item at either the current or a subsequent meeting.
- E. After renaming a road, staff shall notify the postmaster with jurisdiction over the road and the following agencies: Mecklenburg County GIS, Town Police Department and Fire Department.

(Ord. passed 2-20-12)

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Jesse James, Senior Planner

Date: February 19, 2024

Subject: Petition #R23-11 Morningstar Storage

EXPLAIN REQUEST:

Consider decision on Petition #R23-11, Morningstar Storage, a request by Morningstar Properties to rezone +/- 3.934 acres located at 16230 and 16204 Old Statesville Road from Special Purpose and Highway Commercial to Special Purpose - Conditional District for an indoor storage facility.

ACTION RECOMMENDED:

Consider Decision

FINANCIAL IMPLICATIONS:

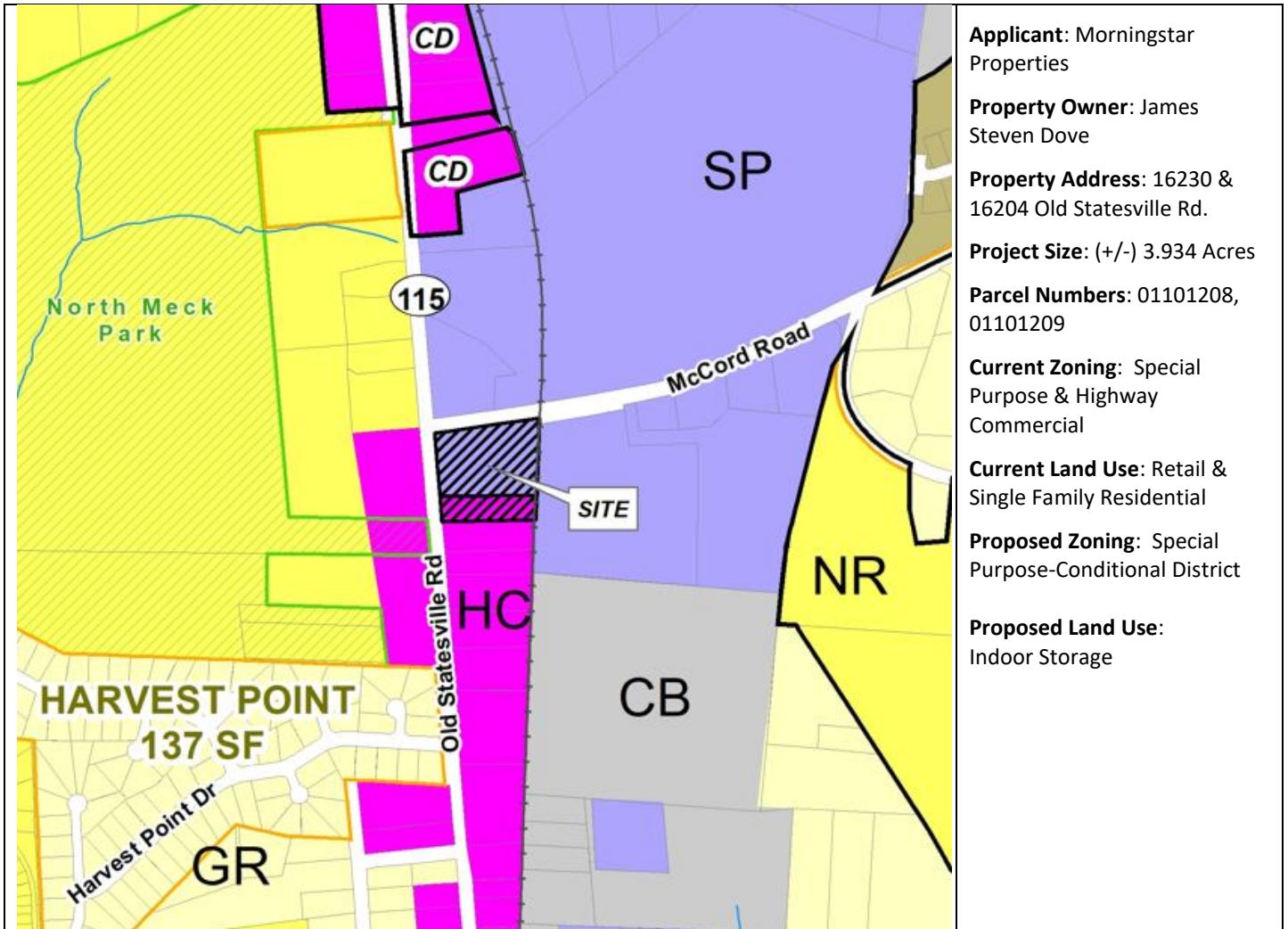
N/A

ATTACHMENTS:

1. R23-11 TB 2 19 24 Final Report
2. Updated Morningstar Huntersville General App Revised_11.27
3. Morningstar Huntersville Rezoning Civil Plans
4. 2023.10.17 - Morningstar Huntersville - Elevations + Renderings
5. Huntersville Neighborhood Meeting Report - Morningstar Properties(16670610.1)_12.12.23
6. Transportation_Stormwater analysis

Petition R23-11 Morningstar Storage

PART 1: PROJECT SUMMARY

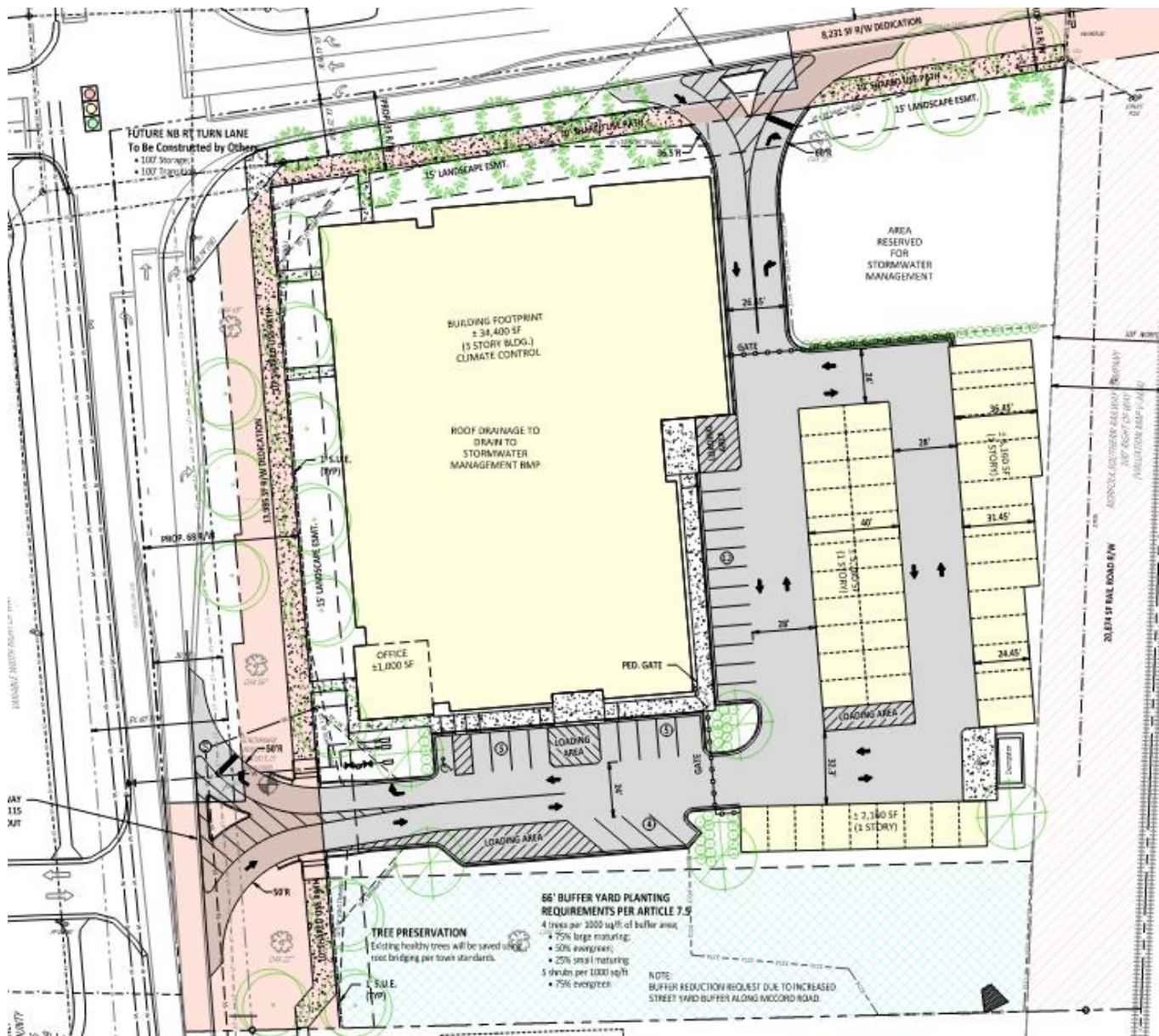


1. Purpose: Rezone 3.934-acres at above stated addresses at the corner of McCord and Statesville Road from Special Purpose and Highway Commercial Zoning to Special Purpose-Conditional District to accommodate for a proposed 3-story indoor storage facility.
2. Indoor Storage is a land use permitted by right in SP zoning, however, according to Article 7.5 of the Zoning ordinance, any property developed and zoned SP requires an 80-foot buffer yard when adjacent to any other district besides CI, CB, and SP. Morningstar properties has determined that for their product/development to be feasible, the acquisition of 16204 Old Statesville Road (HC) is needed to account for the buffer requirement adjacent to a Highway Commercial zoned property to the south, thus requiring a rezoning of both parcels to a conditional district. By doing so, the concept site plan is included showing the proposal within a new SP-CD zoning district.
3. Adjoining Zoning and Land Uses.

North: McCord Road- Special Purpose- Outdoor Storage
South: Highway Commercial- Commercial-Service
East: Norfolk Southern Rail Right-of-Way- Special Purpose- Warehousing
West: Old Statesville Road- Highway Commercial- Religious Institution

4. A neighborhood meeting was held on Thursday, November 16, 2023, and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment D).
5. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along McCord and Old Statesville Rd.

PART 2: REZONING/SITE PLAN *Edits since public hearing*



The proposed Conditional District Rezoning Plan is generally compliant with the Zoning Regulations. Significant elements include:

- Proposed 3 story, 36 feet in height, 103,200 square foot indoor storage building in the *Highway Commercial* building type form. Article 4 allows up to 36 feet in height for this building type (Highway Commercial).
- Article 7.5 Buffer Yards, requires an 80' buffer abutting street right-of-way- and property lines. There is allowance for full relief of this buffer abutting street rights-of-way where the building proposed addresses the public street with architecture and design consistent with the building type requirements of article 4. *Highway Commercial Building type-The applicant has proposed a building where elevations fronting or visible from public streets are clad with masonry and similar materials to stucco (EIFS). *
(Facing Hwy 115)



(Corner of McCord and Hwy 115)



- **Modification Request #1-** The required 80-foot buffer to the adjacent southern property line has been requested for a modification to a reduced buffer width to 66-feet. The applicant has indicated that the reason for this proposed reduction is due to site constraints on the developable area to accommodate feasible building areas that allow for a sustainable commercial use. The proposal is to offset this reduction by matching the required plantings for an 80-foot buffer to meet the intent of the buffer for a complete opaque screening to the adjacent property to the south.
Staff Comment- Staff can consider recommending this modification if the applicants can prove that by reducing the buffer, the matching plantings can be sustained in the 66' wide buffer area. ~~Staff recommends providing a 1000 square foot buffer section on the landscape that shows that the mature growth of the plantings can be achieved with the reduced buffer proposal.~~ *A 1000 square foot section matching the quantity of plantings of an 80' buffer has been provided and staff believes that this can be achieved with the correct spacing and variety of plantings*.
- The plan does include the required 10-foot side path along Old Statesville Rd and McCord Rd frontages with a staggered double row of street trees (seen in the site plan above).
- Required parking= .25 spaces per 1,000(103,200 SF proposed) = 26 spaces. 26 provided.
- Minimum Tree Preservation (specimen tree save) for a Special Purpose District is 30%. The site includes 10 existing specimen trees in which ~~4 will be saved at 40%, exceeding the requirement.~~ *3 will be saved at 30%, matching the requirement. A previously proposed saved 52" specimen tree is likely to be disturbed due to sight constraints*.
- There are no identified Heritage Trees on site.
- Planning, Transportation, and Storm Water Engineering staff have minor site plan comments outstanding that need to be addressed prior to final plan approval.
- *A previous plan showed an additional retention pond (BMP), supplementing the main BMP in the norther section of the plan, within the proposed 66-foot landscaped buffer, and per staff and planning board recommendations the retention pond (BMP) has been relocated to an underground facility in the parking area. *

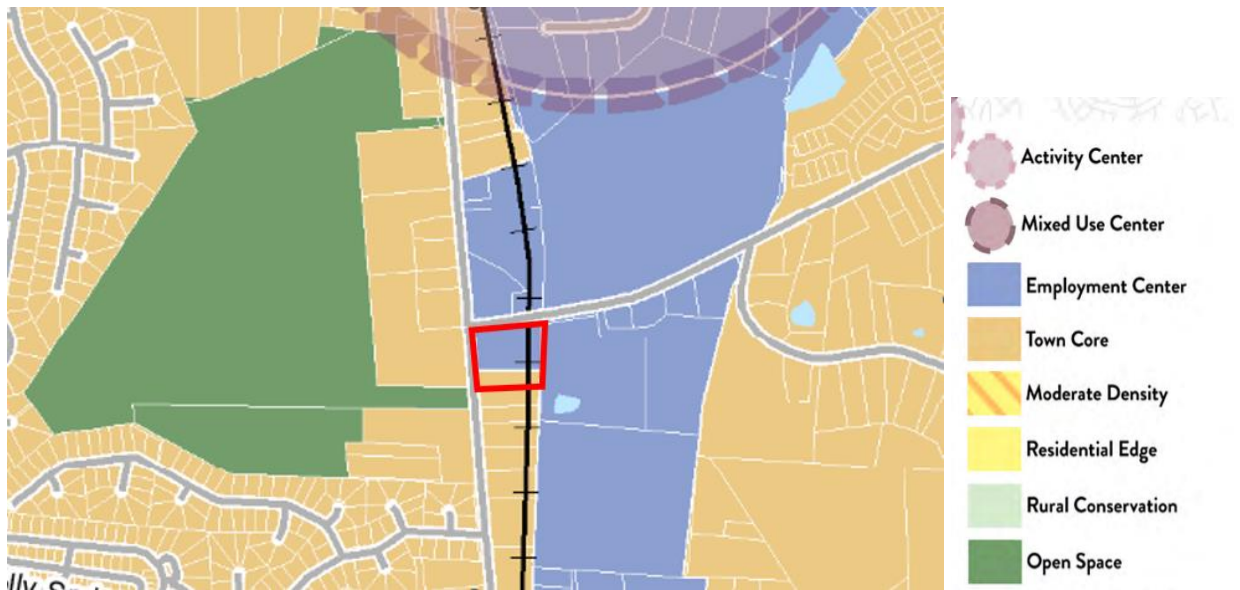
PART 3: TRANSPORTATION ISSUES

See attachment E

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan



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

- **LU 5.1: Allow more intense development only where transportation infrastructure and utilities already exist.**
Staff Comment: This is an infill location in the general Town Core area that can support a more intense growth pattern.
- **T 5.1: Design street improvements with considerations for the surrounding context and various users.**
Staff Comment: The Town requires new and redeveloping projects to provide a 10-foot side path along all major and minor thoroughfares. This project includes this requirement (see site plan above), adding to the future multi-modal network in Town. This network will assist in facilitating multimodal transportation initiatives.

Staff finds the proposed use not consistent with the following policies of the 2040 Huntersville Community Plan:

- **LU-1: Encourage a development pattern that follows the Future Land Use Map.**
Staff Comment: As seen in the land use map above from the 2040 Huntersville Community Plan, the project is split between the Employment Center and Town Core areas. An indoor storage facility does not typically have a large employment base. Employment centers contain a mix of uses including office, industrial, and institutional. This development would not match this encouraged development pattern.
- **LU 6.3: Small scale, neighborhood-serving commercial and office uses may be allowed in Town Core and Moderate Density areas specified on the Future Land Use map at key locations if designed in a context sensitive manner.**
Staff Comment: Mentioned previously, this rezoning is split between Town Core and Employment Center future land use character areas. This development at 3 stories and 103,200 square feet should not be considered a small scale or neighborhood-serving commercial use. (add something on the small portion that is HC)

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

1. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.

STAFF COMMENT:

The proposed use for Morningstar Storage is consistent with the overall character of the surrounding area. The surrounding land uses are either commercial services/storage/ or warehousing consistent with special purpose zoning permitted land uses. However, zoning along Highway 115 south of the subject parcels are predominately Highway Commercial, consistent with the previous land use of the subject parcel as service or retail (automotive repair).

2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**

STAFF COMMENT:

There is no indication this project will have a negative impact on public facilities and or services.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical, or cultural resource."**

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, historical, or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R23-11, Morningstar Storage, staff finds the proposal as generally compliant with the Town of Huntersville site design and architectural standards within the zoning ordinance and tied into land use polices LU 5.1 and T 5.1, but not consistent with the envisioned uses set forth in the 2040 Huntersville Community Plan sections LU-1 and 6.3. The current zoning designation of parcel 01101208 is Special Purpose, which comprises roughly 3 of the 4 acres in the proposal and does permit, by right, the proposed use. Thus, rezoning the approximate 4-acre site to Special Purpose-Conditional District for reason of gaining the needed land to allow the site to come into conformity with the zoning ordinance buffer requirements is appropriate with the following conditions.

Conditions for Approval:

- 1) Modification request for a reduced property line buffer from 80-feet to 66-feet:
Staff recommends approval of this request as the applicant has proven that by choosing the appropriate mix of plantings, the intent of the 80' buffer is met.
- 2) Minor staff site review comments are addressed.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing was held on January 2, 2024. The details of that meeting can be found using this link to the Youtube recording of the hearing. <https://www.youtube.com/watch?v=HVtoLKZBbqs&t=4885s>. This case starts at about the 44-minute mark.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board Meeting was held on January 23, 2024, with an 8-1 vote for approval with conditions.

C. Boyd made a Motion to recommend Approval of rezoning petition R23-11 Morningstar Storage, the Planning Board recommends approval as the request is generally compliant with the Town of Huntersville site design and architectural standards within the Zoning Ordinance and tied into the land use policies. LU-51 and T-51 but not consistent with the envisioned uses set forth in the 2040 Huntersville community plan sections LU-1 and LU-6.3. The current zoning designation of the parcel 01101208 is special purpose which comprises roughly three of the four acres in the proposal and does not permit by right, the proposed use thus rezoning the

approximate four-acre site to special use conditions for approval. Modification request to reduce property line buffer from 80 ft to 66 ft, the Board can recommend this request if the applicant can prove that by reducing the buffer, the matching plantings can be sustained in the 66 ft wide buffer area. The Board recommends providing 1000 square foot buffer section on the proposed purpose conditional district for reason of gaining the needed land to allow the site to come into conformity with the zoning ordinance. Buffer requirements is appropriate with the following conditions, 1) landscape that shows the mature growth of the plantings can be achieved with the reduced buffer proposal and underground storage under the parking lot in lieu of the existing drainage shown on plans of the BMP within the southeastern buffer. 2) Minor staff site review comments are addressed it is reasonable in the public interest to approve the rezoning plan because the rezoning is consistent with the land use in the general vicinity and meets the site and architectural standards for Huntersville. L. Hallman seconded the motion.

T. Loomis stated she would not support the motion due to the buffer modification given the scale and massing of the proposed building.

S. Hensley commented that his personal preference would be to see the reuse of the existing structures and not to see a development of this scale at this location. He went on to state that he also believes in personal property rights and understands that it is the property owners' rights to sale his land and that the existing three acres are already zoned to permit this use.

C. Boyd commented that he was not in support of the height and glass after the public hearing until the Board discussion highlighted that the same structure design and height could be achieved on the current three acres and this proposal allows for the mature plantings on the southern side.

G. Baber asked staff to confirm their request of the applicant regarding the 1000 square foot buffer section. Staff confirmed that they are looking for a landscape plan forecasted at full maturity to demonstrate the desired appearance.

F. Gammon commented that his area of concern is the removal of the 80 foot buffer on the McCord and Highway 115 sides based on the architectural standards being met by the applicant. He weighs that against the fact that this commercial use will bring tax dollars to the Town and his preference that this not become a gas station at this corner.

J. Sny commented that he is not personally excited by this project and he would prefer to see this corner more activated but he will vote for it as it does support the tax base and he understands the other challenges of the constrained road system and schools.

J. Henson commented that the massing on the street is his greatest concern and while the project does not excite him, he understands that this is not the criteria for his decision on this Board.

L. Hallman commented that what the building is permitted to be now on the existing 3-acres leads him to supporting this as the architectural interest the applicant adds to reduce the buffers are positives. Additionally, the storage is valuable for small business owners and online business owners, as well as people looking for more affordable housing that will yield less storage options.

PART 8: TOWN BOARD RECOMMENDATION

Town Board Meeting is scheduled for February 19, 2024.

PART 9: ATTACHMENTS

- A – Rezoning Application
- B – Proposed CD Rezoning Plan
- C- Proposed Building Elevations
- D – Neighborhood Meeting Report

E- Transportation Analysis

PART 10: CONSISTENCY STATEMENT – R23-11 Morningstar Storage

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R23-11, Morningstar Storage, staff finds the proposal as generally compliant with the Town of Huntersville <u>site design and architectural standards</u> within the zoning ordinance and tied into land use polices LU 5.1 and T 5.1, but not consistent with the envisioned <u>uses</u> set forth in the 2040 Huntersville Community Plan sections LU-1 and 6.3. The current zoning designation of parcel 01101208 is Special Purpose, which comprises roughly 3 of the 4 acres in the proposal and does permit, by right, the proposed use. Thus, rezoning the approximate 4-acre site to Special Purpose-Conditional District for reason of gaining the needed land to allow the site to come into conformity with the zoning ordinance buffer requirements is appropriate with the following conditions. Conditions for Approval: 1) Modification request for a reduced property line buffer from 80-feet to 66-feet: Staff recommends approval of this request as the applicant has proven that by choosing the appropriate mix of plantings, the intent of the 80' buffer is met. 2) Minor staff site review comments are addressed. <u>It is reasonable and in the public interest to approve the Rezoning Plan because the rezoning is consistent with land uses in the general vicinity and meets the site</u>	APPROVAL: In considering the proposed rezoning application R23-11, Morningstar Storage, the Planning Board recommends approval as the request is generally compliant with the Town of Huntersville site design and architectural standards within the Zoning Ordinance and tied into the land use policies. LU-5.1 and T-5.1 but not consistent with the envisioned uses set forth in the 2040 Huntersville community plan sections LU-1 and LU-6.3. The current zoning designation of the parcel 01101208 is special purpose which comprises roughly three of the four acres in the proposal and does not permit by right, the proposed use thus rezoning the approximate four-acre site to special use. Conditions for approval- Modification request to reduce property line buffer from 80 ft to 66 ft, the Board can recommend this request if the applicant can prove that by reducing the buffer, the matching plantings can be sustained in the 66 ft wide buffer area. The Board recommends providing 1000 square- foot buffer section on the proposed purpose conditional district for reason of gaining the needed land to allow the site to come into conformity with the zoning ordinance. Buffer requirements is appropriate with the following conditions: 1) landscape that shows the mature growth of the plantings can be achieved with the reduced buffer proposal and underground storage under the parking lot in lieu of the existing drainage shown on plans of the BMP within the southeastern buffer. 2) Minor staff site review comments are addressed.	APPROVAL: APPROVAL: APPROVAL: In considering the proposed rezoning application R23-11, Morningstar Storage, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference).</u> <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>

<u>and architectural standards for Huntersville.</u>	<u>It is reasonable in the public interest to approve the rezoning plan because the rezoning is consistent with the land use in the general vicinity and meets the site and architectural standards for Huntersville.</u>	
		DENIAL: In considering the proposed rezoning application R23-11, Morningstar Storage, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u> <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

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

1. Application Type

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

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☒ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☐ Revision to
Original Project # _____
- ☐ Other _____

- SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance
- ☐ Sketch Plan
 - ☐ Preliminary Plan
 - ☐ Final Plat (Includes Minor Subdivision)
 - ☐ Exempt Subdivision
 - ☐ Final Plat Revision
 - ☐ Farmhouse Cluster

2. Project Data

Date of Application: 9/1/2023

Name of Project: Morningstar Storage Phase # (if subdivision): N/A

Project Address: 16220 & 16204 Old Statesville Road Huntersville, NC 28078

Parcel Identification Number(s) (PIN): 01101208 & 01101209

Current Zoning District: 01101208 is SP, 01101209 is HC Proposed District (for rezoning only): Both parcels to SP-CD

Property Size (acres): 4.365 acres total, 3.906 acres net of R/W Street Frontage (feet): 397.26' total
(296.41' for parcel 01101208, 100.85' for parcel 01101209)

Current Land Use: Parcel 01101208 is a tire shop, parcel 01101209 is a single family home

Proposed Land Use(s): Mini-warehouse storage

Is the project within Huntersville's corporate limits?

Yes X No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

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

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. ApplicantPrinted Name Morningstar PropertiesPhone 704-635-5415
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature Marshall MaconPrinted Name: Marshall MaconTitle Senior Vice President, DevelopmentEmail mmacon@mstarproperties.comAddress of Applicant 725 Park Center Drive, Matthews, NC 28105**7. Property Owner (if different than applicant)***Printed Name: James Steven DovePhone: Co owner
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: 704-488-5085

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

Signature James S. DovePrinted Name James Steven DoveTitle Co ownerEmail doveman56@gmail.comAddress of Property Owner 16220 Old Statesville Rd

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

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

8. Development/Design Firm Contact Information

Morningstar Properties
Development Firm

Marshall Macon
Name of Contact

704-635-5415 mmacon@mstarproperties.com
Phone Email

American Engineering
Design Firm

Barry Fay
Name of Contact

704-375-2438 bfay@american-ea.com
Phone Email

Contact Information

Town of Huntersville
Planning Department
PO Box 664
Huntersville, NC 28070

Phone: 704-875-7000
Fax: 704-992-5528
Physical Address: 105 Gilead Road, Third Floor
Website: <https://www.huntersville.org/228/Planning-Department>

MORNINGSTAR STORAGE HUNTERSVILLE

REZONING: R23-11

16220 Old Statesville Road

PIN# 01101208 / 01101209

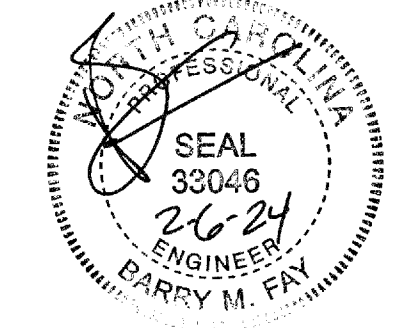
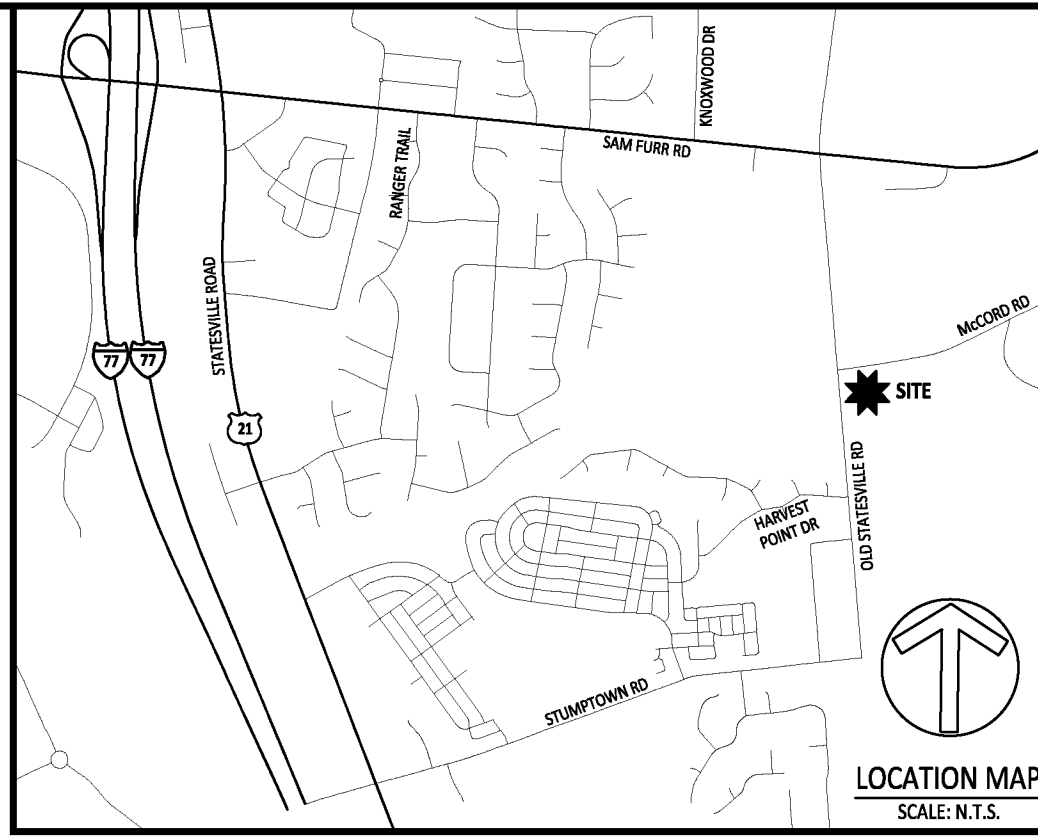
Zoning: SP & HC (Existing)

SP (Proposed)

Accela #: CSP-453340

INDEX OF DRAWINGS

DRAWING TITLE	DRAWING NO.
COVER SHEET	C1.0
EXISTING CONDITIONS & DEMOLITION PLAN	C2.0
SITE PLAN	C3.0
TYPICAL CROSS SECTIONS & TRUCK TURNING PLAN	C3.1
GRADING PLAN	C4.0
STORMWATER & WATER QUALITY PLAN	C5.0
UTILITY PLAN	C6.0
LANDSCAPE PLAN	C7.0



GENERAL SITE NOTES

- THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES. THE LOCATION OF ALL EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON THE PLANS AND WHERE SHOWN ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL, ON HIS INITIATIVE AND AT NO EXTRA COSTS HAVE LOCATED ALL UNDERGROUND LINES AND STRUCTURES AS NECESSARY. NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF SUCH PIPE, OTHER OBSTRUCTIONS OR FROM ANY DELAY DUE TO REMOVAL OR REARRANGEMENT OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND STRUCTURES. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL NON-SUBSCRIBING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
- THE LOCATIONS OF ALL UTILITIES SHOWN ON THESE PLANS ARE BASED ON THE AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF UTILITIES WITH THE UTILITY OWNERS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- PRIOR TO STARTING CONSTRUCTION, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES. FAILURE OF THE CONTRACTOR TO FOLLOW THIS PROCEDURE SHALL CAUSE THE CONTRACTOR TO ASSUME FULL RESPONSIBILITY FOR ANY SUBSEQUENT MODIFICATION OF THE WORK MANDATED BY ANY REGULATORY AUTHORITY. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH PERMITS ISSUED AND APPLICABLE STATE, COUNTY, AND LOCAL CODES.
- THE GENERAL CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, RIGHT-OF-WAYS AND UTILITIES, PUBLIC OR PRIVATE, BEFORE WORKING IN THESE AREAS.
- CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SUCH THAT WORKMEN AND THE PUBLIC WILL BE PROTECTED FROM INJURY, AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
- CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE CONTRACT DUE TO CONSTRUCTION OPERATIONS.
- ALL SITE DIMENSIONS ARE TO THE FACE OF THE CURB, UNLESS OTHERWISE NOTED.
- THE GENERAL CONTRACTOR SHALL KEEP THE AREA OUTSIDE THE "CONSTRUCTION LIMITS" BROOM CLEAN AT ALL TIMES AND REMOVE ALL TRASH AND DEBRIS FROM THE SITE UPON COMPLETION OF THE PROJECT AND AT LEAST ONCE A WEEK DURING CONSTRUCTION.
- BEFORE COMMENCEMENT OF WORK, THE CONTRACTOR SHALL REVIEW ALL PLANS AND SPECIFICATIONS AND THE JOB SITE. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER WHO PREPARED THE PLANS OF ANY DISCREPANCIES THAT MAY REQUIRE MODIFICATIONS TO THESE PLANS OR OF ANY FIELD CONFLICTS.
- ALL PERMITS RELATIVE TO THE PROJECT MUST BE OBTAINED PRIOR TO CONSTRUCTION. ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH PERMITS ISSUED AND APPLICABLE STATE, COUNTY AND LOCAL CODES.
- ALL WORK IN RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITION OF THE STATE DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIALS SPECIFICATIONS."
- CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE OWNER AND DESIGN PROFESSIONAL HARMLESS OF ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, ACCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR DESIGN PROFESSIONAL.
- SUBJECT PROPERTY IS NOT LOCATED WITHIN THE SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY NFIP F.I.R.M MAP NUMBER 37104G05100K, WITH DATE OF IDENTIFICATION OF NOVEMBER 11, 2018.
- ALL SITE CONCRETE IS TO BE TREATED WITH WATER REPELLANT CONCRETE SEALER TO PROTECT THE SURFACES FROM SPALLING AND DAMAGE FROM CHEMICAL ATTACK OR CHLORIDE SALTS. SEALER SHOULD BE SILANE /SILOXANE WATER REPELLANT. RECOMMENDATIONS INCLUDE PROSOCCO-SALTGUARD OR V-SEAL 102 WINTERGUARD.
- FINAL RECORDED PLAT WILL BE REQUIRED FOR ALL EASEMENTS PRIOR TO CERTIFICATE OF OCCUPANCY ISSUANCE.
- ALL MECHANICAL EQUIPMENT MUST BE FULLY SCREENED FROM AT GRADE VIEW BY USE OF PARAPET WALLS. SEE ARCHITECTURAL PLANS FOR DETAIL ROOF LAYOUT AND SECTION

LANDSCAPING NOTES

- THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES. THE LOCATION OF ALL EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON THE PLANS AND WHERE SHOWN ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL, ON HIS INITIATIVE AND AT NO EXTRA COSTS HAVE LOCATED ALL UNDERGROUND LINES AND STRUCTURES AS NECESSARY. NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF SUCH PIPE, OTHER OBSTRUCTIONS OR FROM ANY DELAY DUE TO REMOVAL OR REARRANGEMENT OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND STRUCTURES. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL NON-SUBSCRIBING UTILITIES. THE CONTRACTOR(S) SHALL CONTACT NORTH CAROLINA ONE CALL AT 1-800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
- ENTIRE SITE SHALL BE SOODED UNLESS SPECIFIED ON PLAN OR REQUESTED BY REGIONAL CONSTRUCTION MANAGER USE LOCALLY ADAPTED SOD.
- THE GENERAL CONTRACTOR SHALL LEAVE THIS SITE AT 6" FROM FINISHED GRADE. THE LANDSCAPE CONTRACTOR SHALL REVISE GRADES AT A MINIMUM TO ENSURE SMOOTH TRANSITIONS BETWEEN PLANTING BEDS AND LAWN AREAS.
- PLANT GUARANTEE: ALL PLANTS SHALL BE GUARANTEED TO LIVE FOR TWELVE MONTHS. THE GUARANTEE SHALL COMMENCE UPON FINAL ACCEPTANCE OF THE PROJECT. IF ANY PLANTS ARE DEAD OR IN AN UNHEALTHY CONDITION BEFORE FINAL ACCEPTANCE, THE LANDSCAPE CONTRACTOR SHALL REPLACE DEAD OR DYING PLANT MATERIAL AT HIS EXPENSE. THIS REPLACEMENT SHALL NOT BE CONSIDERED A GUARANTEED REPLACEMENT.
- ALL PLANTING SHALL BE PLACED WITHIN A MULCHED PLANTING BED. ALL STRAPPING AND THE TOP 2/3 OF WIRE BASKETS MUST BE CUT AWAY AND REMOVED FROM ROOT BALLS PRIOR TO BACKFILLING PLANTING PIT. REMOVE TOP 1/3 OF BURLAP FROM ROOT BALL.
- ALL LANDSCAPE WORK SHALL BE IN ACCORDANCE WITH CURRENT TOWN STANDARD DETAILS AND SPECIFICATIONS.
- ALL AREAS NOT MULCHED SHALL BE SEEDED OR SOODED IN ACCORDANCE WITH THE AREA SPECIFIED ON PLANS WITH GRASS SPECIES RECOMMENDED FOR REGION AS PRESCRIBED IN THE SEEDING SCHEDULE.
- SITE LIGHTING SHALL NOT BE PLACED IN CONFLICT WITH PLANTED TREES.
- TREE PROTECTION FENCING TO BE PROVIDED AROUND TREE PRESERVATION AREAS IN ACCORDANCE WITH TOWN STANDARDS
- COORDINATE ALL WORK WITH SITE LAYOUT AND SITE GRADING, DRAINAGE AND UTILITIES PLAN
- MULCH ALL AREAS, THAT ARE NOT SEEDED OR SOODED, WITH SHREDDED HARDWOOD MULCH OR APPROVED EQUAL AS SPECIFIED TO ADEPT OF 3"-4"
- THE SELECTION AND INSTALLATION OF PLANTS AND PLANTING METHODS SHALL CONFORM WITH THE STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN OR THE CITY STANDARD DETAILS AND SPECIFICATIONS, WHICHEVER IS STRICTER.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES. DRAWINGS SHALL RULE OVER PLANT LISTS.
- SUBSTITUTIONS SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL. PRIOR TO INSTALLATION, SUBSTITUTIONS MAY REQUIRE ADDITIONAL APPROVAL BY THE GOVERNING JURISDICTION.
- ALL LANDSCAPING SOIL AND FILL SHALL BE FREE FROM WEED, REFUSE, AND DEBRIS AT ALL TIMES
- TREES AND LARGE SHRUBS SHALL BE ADEQUATELY SUPPORTED, AS NECESSARY, USING ABORTIVE FOR CUTS ON TREES. SUCH SUPPORTS SHALL BE DESIGNED SO AS TO PROTECT TREES AND SHRUBS FROM INJURY. TREES AND SHRUBS SHALL BE FASTENED TO THE SUPPORT WITH AN ACCEPTABLE COMMERCIAL TREE TIE OF PLASTIC OR HOSE COVERED WIRE.
- ALL LANDSCAPE AREAS SHALL BE ROUGH GRADED TO 6" BELOW TOP OF ALL WALKS AND CURBS. FINISH GRADING, LANDSCAPING AND SPRINKLER SYSTEMS ARE BY THE OWNER/OPERATOR.
- SHRUBS WILL BE PRUNED IN A WAY THAT WILL ENABLE THEM TO REACH 6 FEET IN HEIGHT.

LIGHTING NOTES

- TO PREVENT GLARE ON OFF-SITE LOCATIONS, ALL OUTDOOR LIGHTING FIXTURES SHALL BE FULL CUT-OFF. WHERE NECESSARY TO PREVENT LIGHT TRESPASS OR GLARE, ACCESSORIES SUCH AS HOODS AND SHIELDS SHALL BE USED ON FIXTURES. NO SOURCE OF GLARE SHALL BE VISIBLE FROM ANY ADJACENT PROPERTY OR STREET.
- LIGHT TRESPASS SHALL BE PREVENTED BY EMPLOYING LIGHTING SHIELDS, HOODS, WALLS OR FENCES, WHICH CONTROL LIGHT PROTECTION. IN NO CASE SHALL THE SPILLOVER LIGHT LEVEL FROM SITE, SIGHTING ONTO ADJACENT PROPERTY OR A PUBLIC ROAD EXCEED 0.1 FOOT-CANDLE MEASURED AT GROUND LEVEL TO INTO THE ADJACENT PROPERTY OR STREET FROM ANY ORIENTATION OF THE MEASURING DEVICE.
- SECURITY LIGHTING (FLOODLIGHTS, WHERE PERMITTED, WALL PACKS, AND ETC.) SHALL BE SHIELDED AND DIRECTED AT A DOWNWARD ANGLE NO HIGHER THAN 45 DEGREES ABOVE STRAIGHT DOWN (HALF WAY BETWEEN STRAIGHT DOWN AND STRAIGHT TO THE SIDE) MEASURED PERPENDICULAR FROM THE POLE OR MOUNTING WALL.
- UNLESS OTHERWISE SPECIFIED BY THIS ORDINANCE, UNIFORMITY RATIOS SHALL NOT EXCEED 4:1. UNIFORMITY SHALL BE BASED ON AVERAGE ILLUMINANCE. UNIFORMITY RATIOS SHALL ONLY BE MEASURED FOR DEVELOPED AREAS OF THE SITE FOR PARCELS GREATER THAN ONE ACRE.
- PARKING LOT LIGHTING SHALL NOT EXCEED AN INITIAL MAXIMUM OUTPUT OF TEN FOOT - CANDLES AS MEASURED AT GROUND LEVEL FROM ANY ORIENTATION OF THE MEASURING DEVICE.
- AN AS BUILT/INSTALLED LIGHTING CERTIFICATION SEALED BY A REGISTERED ENGINEER STATING THAT ALL SITE LIGHTING IS INSTALLED ACCORDING TO AN APPROVED SITE PLAN SHALL BE REQUIRED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ALL NON-RESIDENTIAL PROJECTS
- DECORATIVE LIGHTING SHALL BE FOCUSED TOWARD THE GROUND, BE DESIGNED AND INSTALLED TO PREVENT LIGHT TRESPASS AND UNNECESSARY GLARE, AND ONLY BE USED TO HIGHLIGHT SIGNIFICANT ARCHITECTURAL OR NATURAL FEATURES
- OUTDOOR LIGHTING NOT NECESSARY FOR SECURITY PURPOSES SHALL BE TURNED OFF DURING NON-OPERATING HOURS.
- DROP LENSES AND SIMILAR LIGHTING FIXTURES ARE PROHIBITED
- FLOODLIGHTS ARE NOT PERMITTED FOR ILLUMINATION IN NON-RESIDENTIAL DISTRICTS UNLESS EXPRESSLY PERMITTED BY THIS ORDINANCE. IN ALL APPLICATIONS, LIGHTING SHALL BE DIRECTED DOWNWARD. FLOODLIGHTS IN RESIDENTIAL DISTRICTS SHALL NOT SHINE DIRECTLY ONTO AN ADJACENT PROPERTY OR PUBLIC RIGHTS -OF-WAY.
- CANDIES AND ANNINGS USED FOR BUILDING ACCENTS SHALL NOT BE INTERNALLY ILLUMINATED
- FLASHING, COLORED OR OBTRUSIVE LIGHTING IS PROHIBITED
- THE USE OF LASER SOURCE LIGHT OR ANY SIMILAR HIGH INTENSITY LIGHT FOR OUTDOOR ADVERTISING OR ENTERTAINMENT IS PROHIBITED
- THE OPERATION OF SEARCHLIGHTS FOR ADVERTISING PURPOSES IS PROHIBITED
- BLACK LIGHTS AND NEON LIGHTS (INCLUDING ARGON AND SIMILAR RARE GAS FIXTURES), EXCEPT FOR SIGNAGE, ARE PROHIBITED.

NOTE: SITE LIGHTING WILL BE PERMITTED SEPARATELY AND IN COMPLIANCE WITH ARTICLE 8.26

UTILITY NOTES

- THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES. THE LOCATION OF ALL EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON THE PLANS AND WHERE SHOWN ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL, ON HIS INITIATIVE AND AT NO EXTRA COSTS HAVE LOCATED ALL UNDERGROUND LINES AND STRUCTURES AS NECESSARY. NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF SUCH PIPE, OTHER OBSTRUCTIONS OR FROM ANY DELAY DUE TO REMOVAL OR REARRANGEMENT OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND STRUCTURES. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL NON-SUBSCRIBING UTILITIES. THE CONTRACTOR(S) SHALL CONTACT "NORTH CAROLINA ONE CALL" AT 1-800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
- UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM THE BEST AVAILABLE SOURCE AND MAY OR MAY NOT BE EITHER ACCURATE OR COMPLETE. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT LOCATIONS OF EXISTING UTILITIES AND IS RESPONSIBLE FOR ANY DAMAGE TO ANY UTILITIES, EITHER PUBLIC OR PRIVATE, SHOWN HEREON OR NOT SHOWN HEREON. ANY REPAIRS SHALL BE DONE TO HTE SATISFACTION OF THE APPROPRIATE UTILITY COMPANY.
- THE GENERAL CONTRACTOR SHALL CONFIRM ALL NEW UTILITY TAP LOCATIONS WITH THE UTILITY OWNERS.
- IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY THE ACTUAL LOCATION AND AVAILABILITY OF ALL EXISTING AND PROPOSED UTILITIES IN THE FIELD PRIOR TO GROUND BREAKING.
- MINIMUM COVER FOR CONDUITS SHALL BE 36 INCHES UNLESS OTHERWISE SHOWN OR NOTED ON THESE PLANS.
- ALL MANHOLES, VALVES AND MONUMENT FRAMES SHALL BE SET TO FINISH GRADE AFTER PAVING.
- THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDERS. TRENCHES SHALL BE SHORED IN ACCORDANCE TO OSHA
- OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29CFR PART 1926, SUBPART "F" APPLIES TO ALL EXCAVATIONS EXCEEDING 5 FEET IN DEPTH. EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRES THE DESIGN OF A TRENCH SAFETY SYSTEM BY A REGISTERED PROFESSIONAL ENGINEER.
- EQUIPMENT AND PRODUCTS OTHER THAN THOSE SPECIFIED MAY BE USED PROVIDED PRIOR APPROVAL HAS BEEN OBTAINED FROM THE OWNER IN WRITING PRIOR TO ORDERING OR INSTALLATION. THE CONSTRUCTION SHALL WAIVE ANY CLAIM FOR ADDITIONAL COST RELATED TO THE SUBSTITUTION OF ALTERNATE EQUIPMENT.
- CONTRACTOR SHALL MAINTAIN AN "AS-BUILT" SET OF DRAWINGS TO RECORD THE EXACT LOCATION OF ALL PIPING PRIOR TO CONCEALMENT. DRAWINGS SHALL BE GIVEN TO THE OWNER UPON COMPLETION OF THE PROJECT WITH A COPY OF THE TRANSMITTAL LETTER TO THE ENGINEER.
- ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARDS.
- SITE UTILITY CONTRACTOR TO PROVIDE WATER, SANITARY SEWER, AND ROOF DRAIN LEADERS TO WITHIN 5 FEET OF THE BUILDING. CONTRACTOR SHALL COORDINATE SITE PLAN CONNECTIONS WITH THE ARCHITECTURAL BUILDING PLANS.
- RELATION OF WATER MAINS TO SEWERS:
 - LATERAL SEPARATION OF SEWER AND WATER MAINS: WATER MAINS SHALL BE LAID AT LEAST 10 FEET LATERALLY FROM EXISTING OR PROPOSED SEWERS UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT A 10 FOOT LATERAL SEPARATION, IN WHICH CASE
 - THE WATER MAIN IS LAID IN A SEPARATE TRENCH, WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, OR
 - THE WATER MAIN IS LAID IN THE SAME TRENCH AS THE SEWER LINE WITH THE WATER MAIN LOCATED AT ONE SIDE ON BENCH OF UNDISTURBED EARTH, AND ABOVE THE TOP OF THE SEWER
 - CROSSING A WATER MAIN OVER A SEWER MAIN:WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS OVER A SEWER, THE WATER MAIN SHALL BE LAID AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCH ABOVE THE TOP OF THE SEWER MAIN, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT AN 18 INCH VERTICAL SEPARATION - IN WHICH CASE BOTH THE WATER MAIN AND SEWER MAIN SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING.
 - CROSSING A WATER MAIN UNDER A SEWER MAIN:WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS UNDER A SEWER MAIN, BOTH THE WATER MAIN AND SEWER MAIN SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING.
 - CROSSING A SEWER LINE OVER OR UNDER A STORM DRAIN:WHENEVER IT IS NECESSARY FOR A SEWER LINE TO CROSS A STORM DRAIN PIPE, THE SEWER LINES SHALL BE LAID AT SUCH AN ELEVATION THAT THE OUTSIDE OF THE SEWER LINE NEAREST TO THE OUTSIDE OF THE STORM DRAIN PIPE SHALL MAINTAIN A 12 INCH CLEAR SEPARATION DISTANCES, OR ENCASED IN EITHER CONCRETE OR DUCTILE IRON PIPE FOR AT LEAST 5 FEET ON EITHER SIDE OF CROSSING.
- UNDERGROUND CONDUITS TO SIGNS, LOT LIGHTS, ETC., SHALL BE PLACED IN GRASS OR LANDSCAPE AREAS WHENEVER POSSIBLE. THE LOCATION OF THE CONDUIT AS SHOWN ON THESE PLANS SHALL BE CONSIDERED TO BE SCHEMATIC WITH ACTUAL LOCATION TO BE VERIFIED BY THE GENERAL CONTRACTOR, PVC SCH 40 SLEEVES SHALL BE INSTALLED FOR ALL CONDUIT CROSSING UNDER PAVED AREAS.
- THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO DETERMINE EXACT POINT OF SERVICE CONNECTION AT EXISTING UTILITY. REFER TO THE BUILDING ELECTRICAL AND PLUMBING DRAWINGS FOR UTILITY SERVICE ENTRANCE LOCATIONS, SIZES AND CIRCUITING.

CONTACTS:

MECKLENBURG COUNTY
STORM WATER SERVICES
2145 SUTTLE AVENUE
CHARLOTTE, NC 28208
TEL: (980) 314-3232

CIVIL ENGINEER
BARRY M. FAY, P.E.
AMERICAN ENGINEERING
ASSOCIATES - SOUTHEAST, PA
8008 CORPORATE CENTER DR
SUITE 110
CHARLOTTE, NC 28226
TEL: 704-375-2438
bfay@american-ea.com

TOWN OF HUNTERSVILLE
PLANNING DEPT.
105 GLEAD ROAD
HUNTERSVILLE, NC 28078
TEL: (704) 875-6541

PROPERTY OWNER:
JAMES STEVEN DOWE
13332 MT HOLLY RD
HUNTERSVILLE, NC 28078

DEVELOPER:
MORNINGSTAR PROPERTIES, LLC
MARSHALL B. MACON, DIRECTOR OF DEVELOPMENT
725 PARK CENTER DRIVE
MATTHEWS, NC 28105
704-635-5415
MMACON@MSTARPROPERTIES.COM

SITE STATISTICS:

PROPERTY DESCRIPTION: 16220 OLD STATESVILLE ROAD
PIN #: 01101208, 01101209
TOTAL PROPERTY AREA: 3.922 ACRES
RAIL ROAD R/W AREA: 0.481 ACRES (LESS MCCORD RD R/W DEDICATION)
MCCORD RD R/W DEDICATION: 0.189 ACRES
OLD STATESVILLE RD R/W DEDICATION: 0.321 ACRES
NET PROPERTY AREA: 2.931 ACRES
(LESS RAIL ROAD R/W AND PUBLIC R/W DEDICATION)
CURRENT ZONING: SP, HC
PROPOSED ZONING: SP-CO
EXISTING USE: COMMERCIAL / RESIDENTIAL
PROPOSED USE: SELF-STORAGE
BUILDING FOOTPRINT: 34,400 ± SF CLIMATE CONTROL
13,200 ± SF STANDARD
BUILDING HEIGHT: 36 FT (MAX.)
ESTIMATED GROSS FLOOR AREA: 103,200 ± SF
BUILD TO LINE:
OLD STATESVILLE ROAD: 15' MIN. REQUIRED
20' TO 22' ACTUAL
MCCORD ROAD: 15' MIN. REQUIRED
19.5' TO 23' ACTUAL
REQUIRED PARKING: 26 SPACES (0.25 SPACE / 1,000 SF)
PROVIDED PARKING: 26 SPACES
IMPERVIOUS AREA: 1.760 AC (60% OF NET PROPERTY AREA)

DRAWING COMPONENTS

- PROPERTY LINE INFORMATION FROM SURVEY PREPARED BY CAROLINA SURVEYORS, INC.
- ZONING FROM TOWN OF HUNTERSVILLE

NOTE: DRIVEWAYS, CURB AND GUTTER, PLANTING STRIP AND SIDEWALK REQUIRED ALONG FRONTAGE OF OLD STATESVILLE ROAD AND MCCORD ROAD ARE SUBJECT TO NCDOT APPROVAL.

REVISION:

NO. DATE



*** 3 Days Before Digging ***
North Carolina 811
811 or 1-800-632-4949
Remote Ticket Entry
<http://nc811.org/remoteticketentry.htm>

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIC SITE, NAMED HEREON, CONTAMINATED BY THE PROJECT, AND IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

CONCEPTUAL PLAN
NOT FOR CONSTRUCTION

MORNINGSTAR
HUNTERSVILLE

OLD STATESVILLE RD
TOWN OF HUNTERSVILLE,
MECKLENBURG COUNTY, NC

JOB NUMBER: C230015

DESIGN BY: BHE

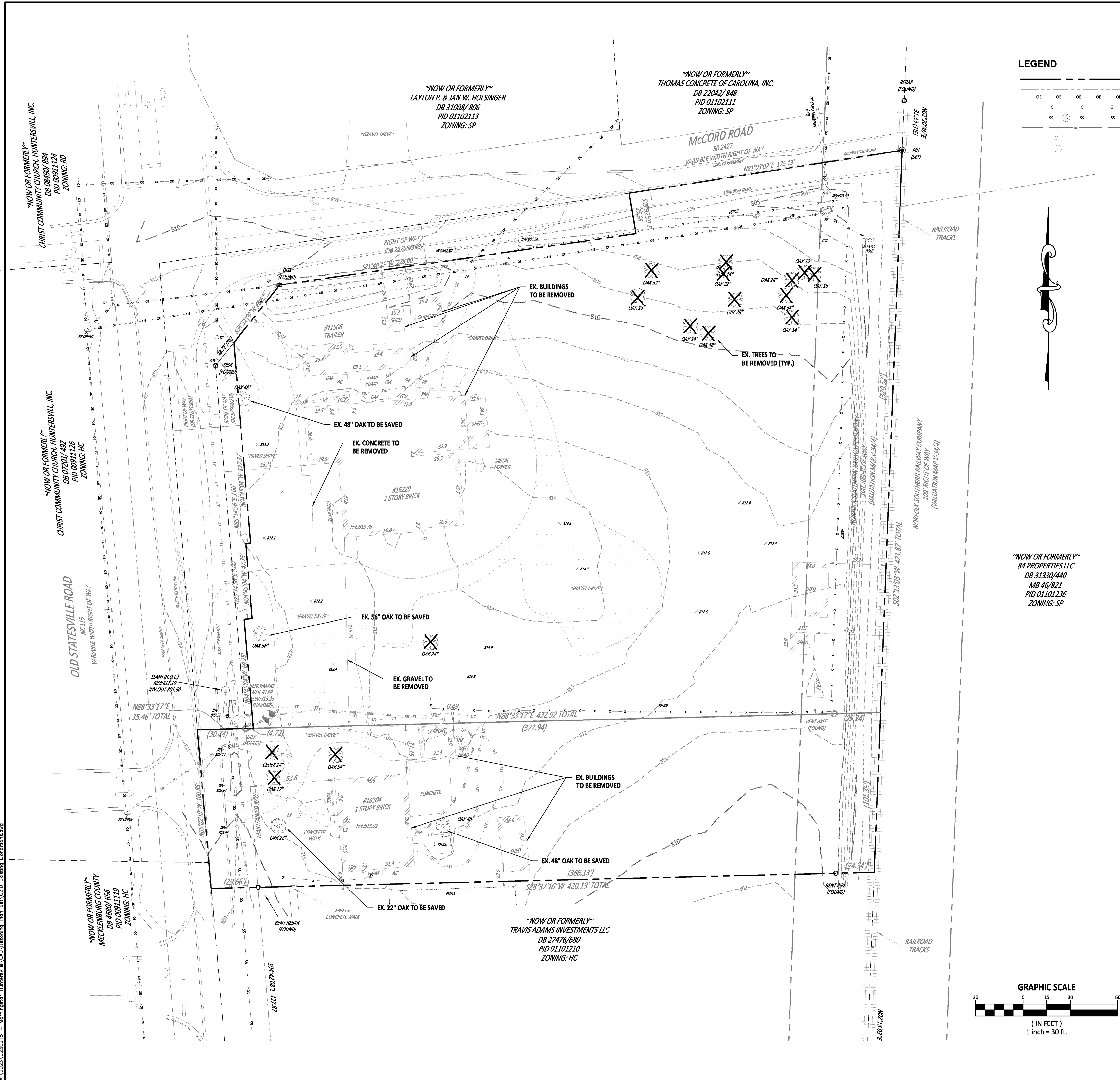
DATE: 11/30/2023

SHEET TITLE:

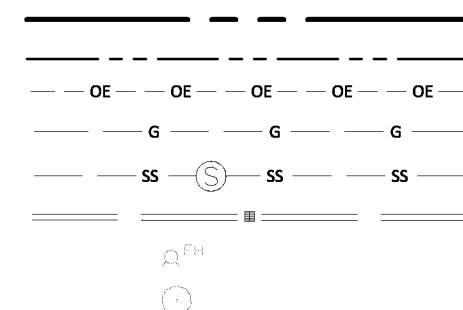
COVER SHEET

SHEET NO.:

C1.0



LEGEND



SITE BOUNDARY
RIGHT OF WAY LINE
UNDERGROUND ELECTRIC
GAS LINE
SANITARY PIPE AND MANHOLE
STORM PIPE AND STORM STRUCTURE
FIRE HYDRANT
TREE

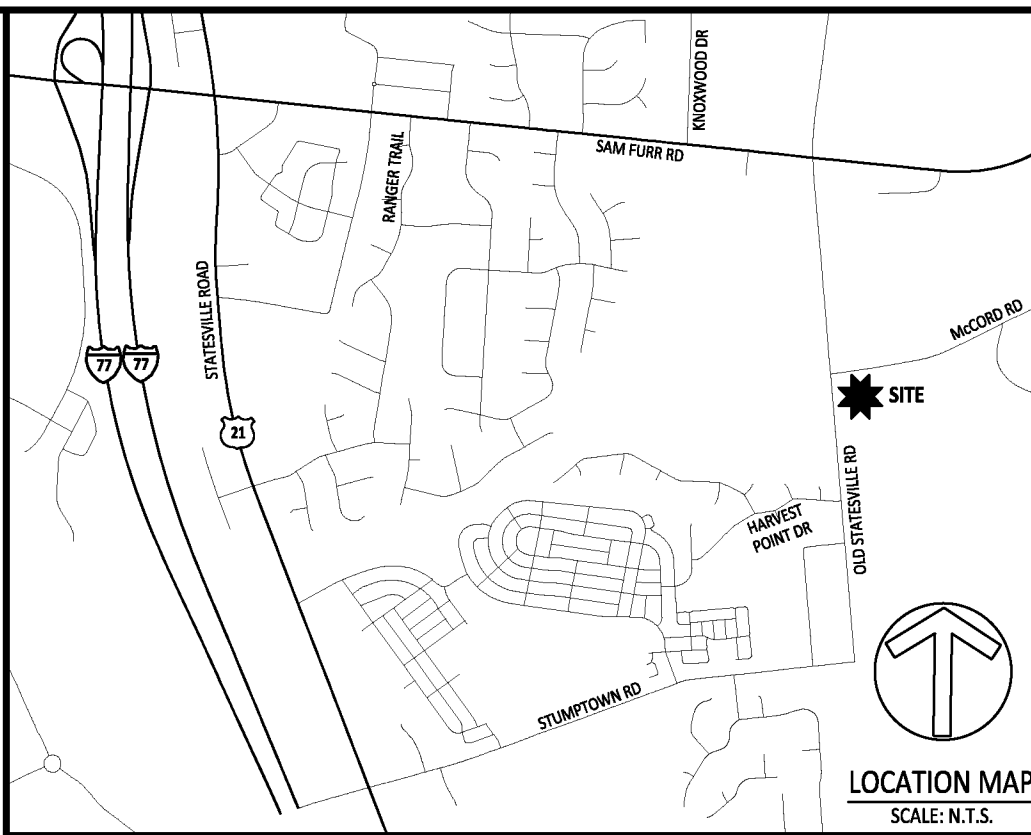
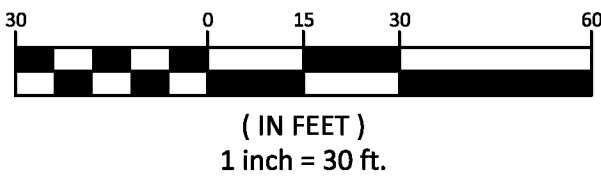
EXISTING CONDITION NOTES

- THIS MAP IS NOT INTENDED TO BE A BOUNDARY SURVEY.
- PROPERTY IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, UTILITIES AND COVENANTS WHICH MAY BE OF RECORD.
- BOUNDARY INFORMATION TAKEN FROM MAP ENTITLED "ALTA/INSPS LAND TITLE SURVEY SHOWING PROPERTY ALONG OLD STATESVILLE ROAD" SAID MAP PREPARED BY CAROLINA SURVEYORS, INC. AND DATED APRIL 10 2023.
- VERTICAL DATUM IS NAD 83 (2011).
- THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 3710465100K, WITH A DATE OF IDENTIFICATION OF 11/16/2018.
- CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK, BOTH PUBLIC AND PRIVATE. CONTRACTOR IS FULLY RESPONSIBLE FOR PROTECTION AND SUPPORT OF ALL EXISTING UTILITIES DURING CONSTRUCTION AND SHALL REPAIR ANY DAMAGE AS A RESULT OF THIS CONTRACT.
- CONTRACTOR SHALL GIVE NOTICE TO THE ENGINEER OF ANY CONFLICTS OR REQUIRED RELOCATIONS NOT SHOWN HEREON.
- CONTRACTOR TO PROTECT ADJACENT CURBS, TREES, BUILDINGS, UTILITIES AND OTHER ITEMS TO REMAIN FROM DAMAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND/OR PAYMENT OF ANY DAMAGED ITEM THAT ARE TO REMAIN.
- NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRENCHING OR OTHER LAND DISTURBING ACTIVITIES IN TREE PROTECTION AREAS.

EX. TREE	DBH (IN)	HERITAGE (Y/N)	SPECIMEN (Y/N)	REMOVED (Y/N)	SPECIMEN TREES	
					REMOVED (IN)	PRESERVED (IN)
OAK 16	16	N	N	Y	--	--
OAK 10	10	N	N	Y	--	--
OAK 28	28	N	Y	Y	28	--
OAK 34	34	N	Y	Y	34	--
OAK 14	14	N	N	Y	--	--
OAK 22	22	N	N	Y	--	--
OAK 28	28	N	Y	Y	28	--
OAK 48	48	N	Y	Y	48	--
OAK 14	14	N	N	Y	--	--
OAK 18	18	N	N	Y	--	--
OAK 52	52	N	Y	N	52	--
OAK 48	48	N	Y	N	--	48
OAK 56	56	N	Y	N	--	56
OAK 24	24	N	Y	Y	24	--
CEDAR 14	14	N	N	Y	--	--
OAK 12	12	N	N	Y	--	--
OAK 54	54	N	Y	Y	54	--
OAK 22	22	N	N	N	--	--
OAK 48	48	N	Y	N	--	48
TOTAL =					268	152

	No.	INCHES
TOTAL EXISTING TREES	20	--
TOTAL HERITAGE TREES	0	--
TOTAL HERITAGE TREES REMOVED	0	--
TOTAL SPECIMEN TREES	10	420 in.
MIN. REQ'D SPECIMEN TREE PRESERVATION	30%	126 in.
TOTAL SPECIMEN TREES REMOVED	7	268 in.
TOTAL SPECIMEN TREES PRESERVED	3	152 in.

GRAPHIC SCALE



CONCEPTUAL PLAN
NOT FOR CONSTRUCTION

MORNINGSTAR
HUNTERSVILLE
OLD STATESVILLE RD
TOWN OF HUNTERSVILLE,
MECKLENBURG COUNTY, NC

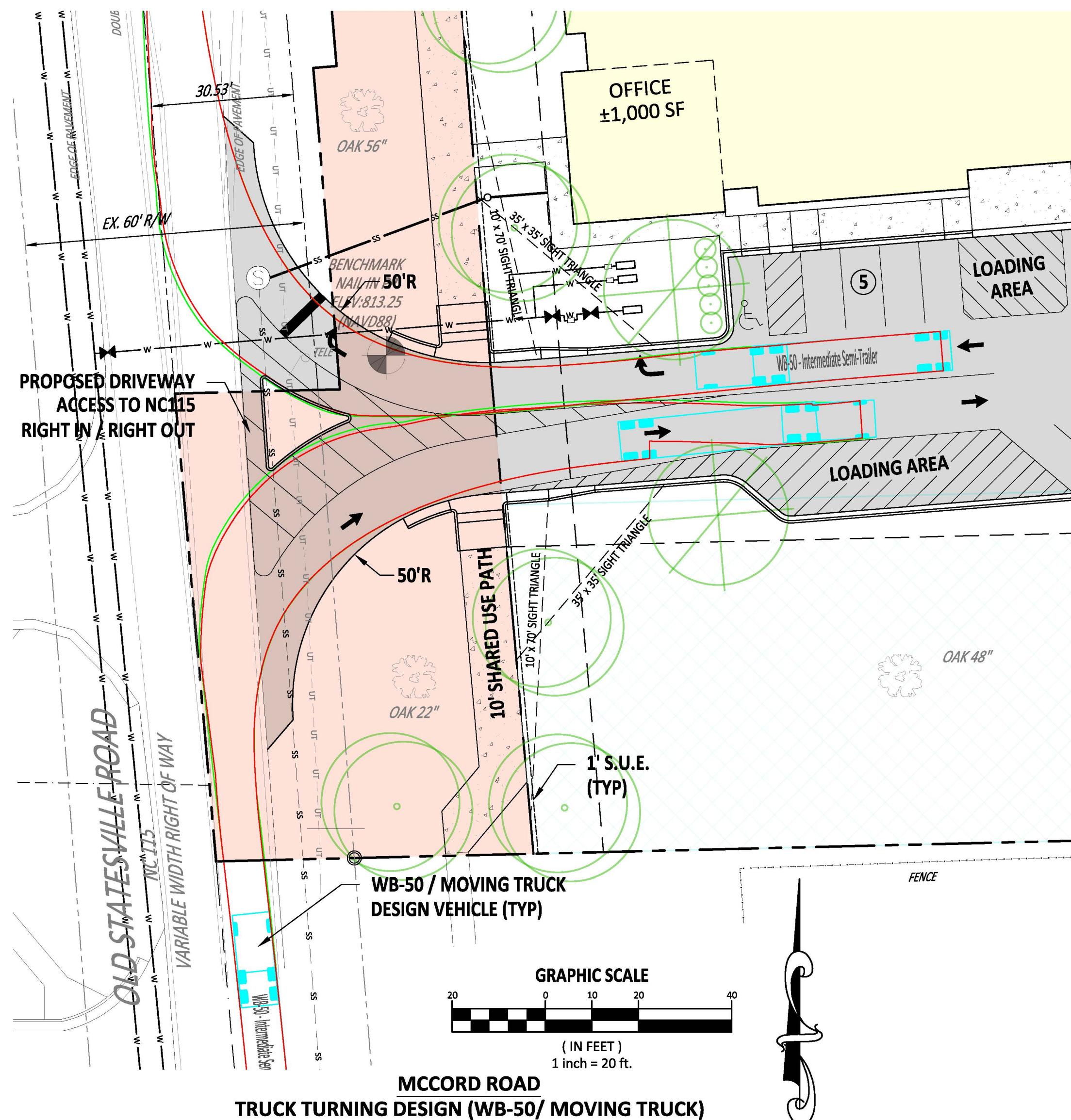
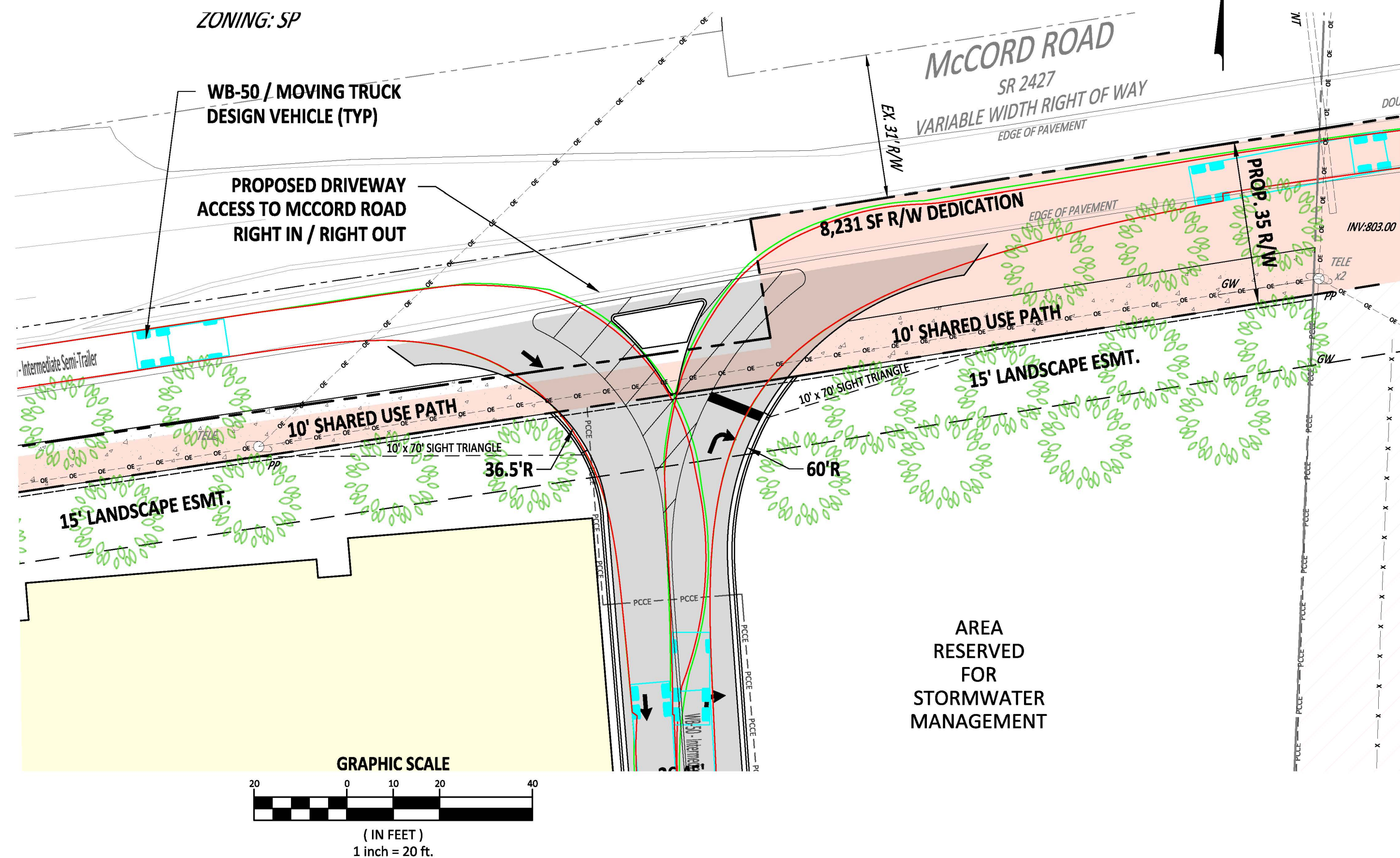
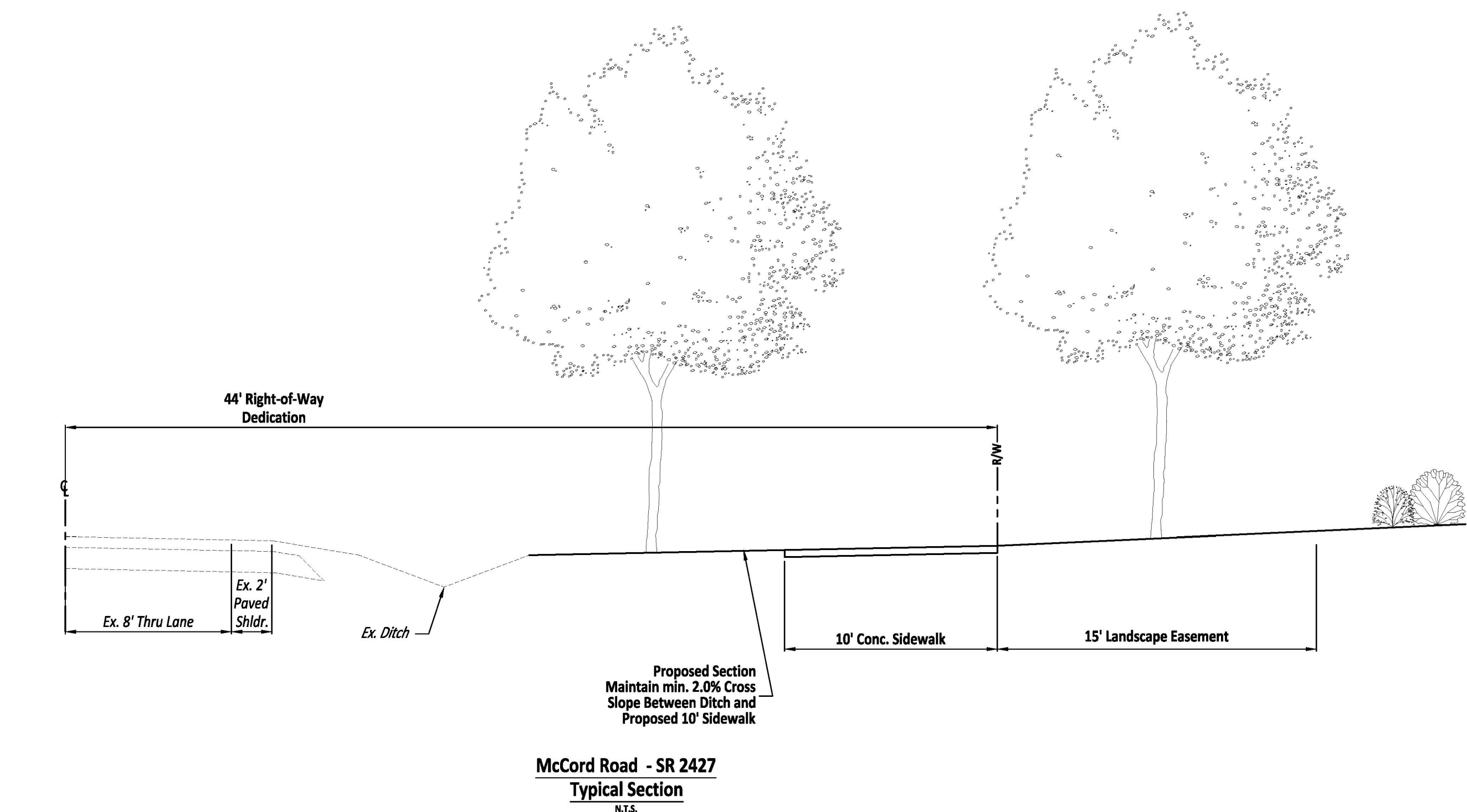
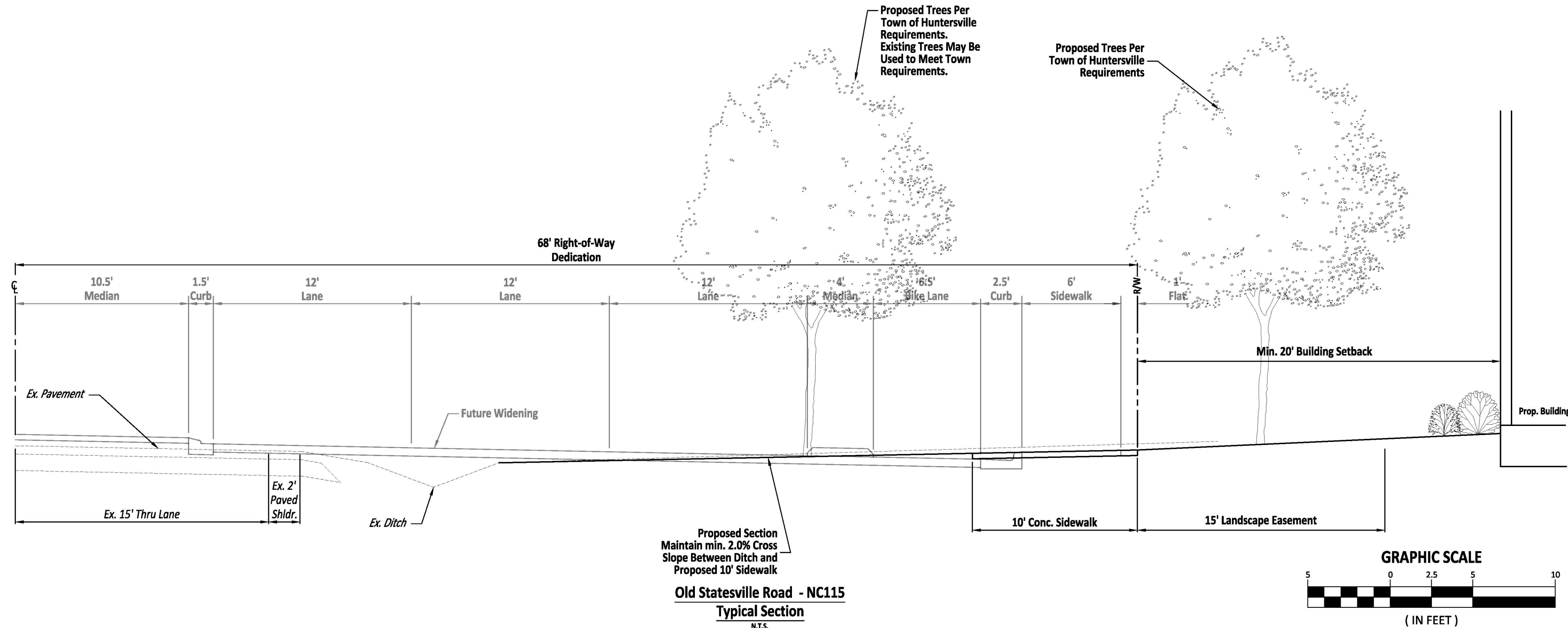
JOB NUMBER: C230015
DESIGN BY: BHE
DATE: 11/30/2023

SHEET TITLE:
EXISTING
CONDITIONS &
DEMOLITION
PLAN

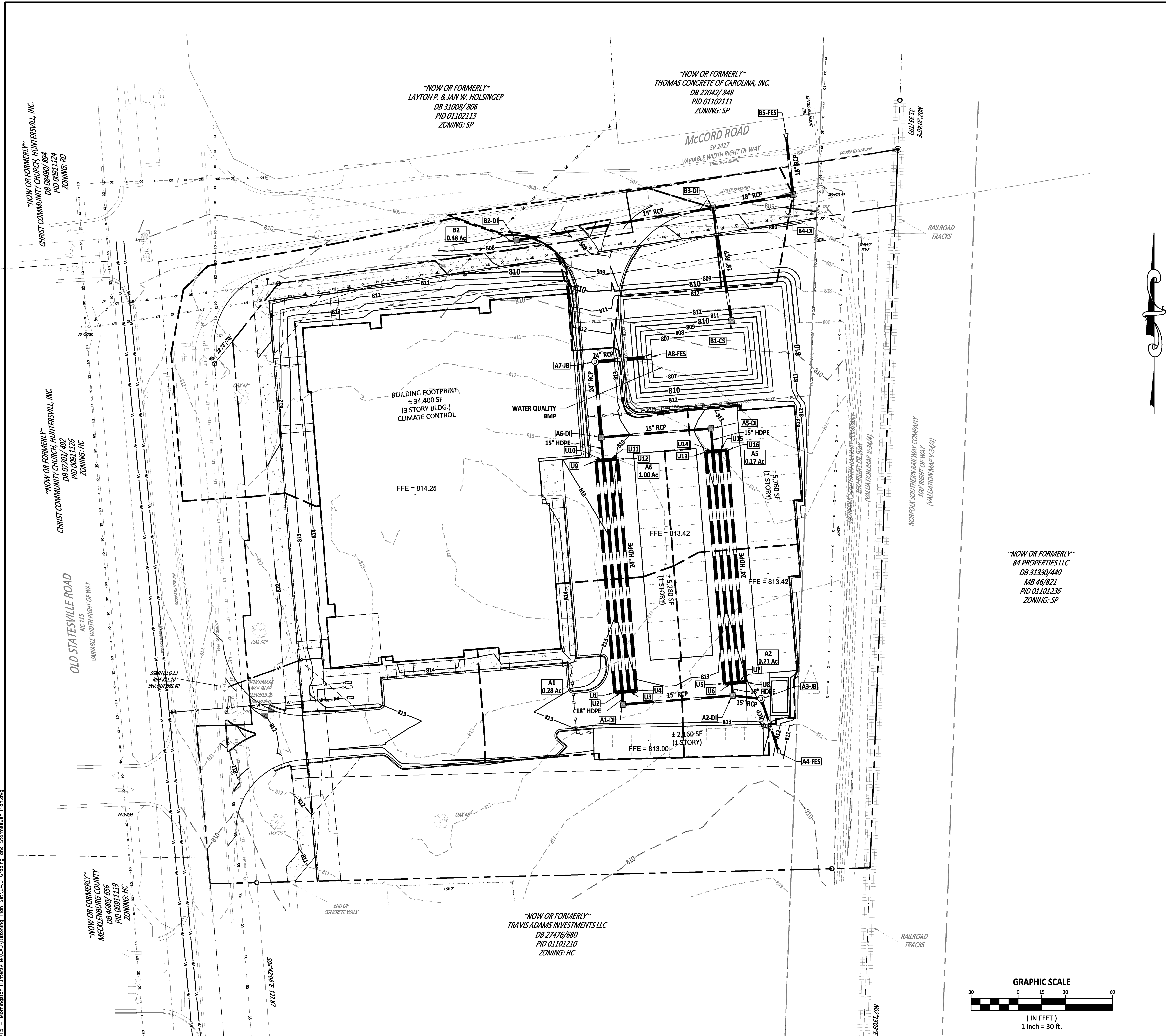
SHEET NO.:
C2.0



\\VA\2023\1230015 - Morningstar, Huntersville, CAD\Reasoning Plan Set\13.1 Cross Sections.dwg

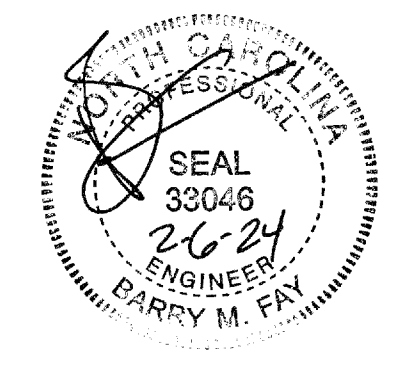
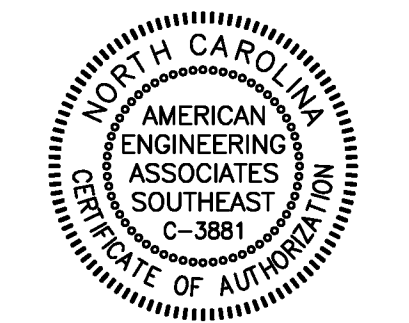


CONCEPTUAL PLAN
NOT FOR CONSTRUCTION



STR. DATA			PIPE DATA							
STR. UP	STR. TYPE	RIM ELEV.	STR. UP	STR. DOWN	LENGTH FT	INV UP	INV DOWN	SLOPE %	DIA. IN	TYPE
A1	DI	812.43	A1	A2	70	810.62	810.27	0.50%	15	RCP
A2	DI	812.42	A1	U2	8	810.37	810.33	0.50%	18	HDPE
A3	JB	813.13	A2	A3	18	810.27	810.18	0.50%	15	RCP
A4	FES		A3	A4	36	810.18	810.00	0.50%	15	RCP
A5	DI	812.57	A5	A6	70	807.75	807.40	0.50%	15	RCP
A6	DI	812.37	A6	A7	48	807.40	807.16	0.50%	24	RCP
A7	JB	812.85	A7	A8	36	807.16	806.97	0.50%	24	RCP
A8	FES		U1	U2	5	809.50	809.50	0.00%	24	HDPE
U1	Null Structure		U2	U3	4	809.50	809.50	0.00%	24	HDPE
U2	Null Structure		U3	U11	148	810.66	811.15	-0.33%	24	HDPE
U3	Null Structure		U4	U3	4	809.50	809.50	0.00%	24	HDPE
U4	Null Structure		U5	U6	5	809.50	809.50	0.00%	24	HDPE
U5	Null Structure		U6	A2	8	810.23	810.27	-0.50%	18	HDPE
U6	Null Structure		U7	U6	4	809.50	809.50	0.00%	24	HDPE
U7	Null Structure		U8	U7	4	809.50	809.50	0.00%	24	HDPE
U8	Null Structure		U9	U1	148	809.50	809.50	0.00%	24	HDPE
U9	Null Structure		U9	U10	4	809.50	809.50	0.00%	24	HDPE
U10	Null Structure		U10	A6	15	809.09	809.02	0.50%	15	HDPE
U11	Null Structure		U10	U2	148	809.09	809.83	-0.50%	24	HDPE
U12	Null Structure		U10	U11	5	809.50	809.50	0.00%	24	HDPE

STR. DATA			PIPE DATA							
STR. UP	STR. TYPE	RIM ELEV.	STR. UP	STR. DOWN	LENGTH FT	INV UP	INV DOWN	SLOPE %	DIA. IN	TYPE
B1	CS	810.00	B1	B3	73	801.78	801.42	0.50%	18	RCP
B2	DI	806.83	B2	B3	127	802.93	801.67	1.00%	15	RCP
B3	DI	805.42	B3	B4	52	801.42	801.16	0.50%	18	RCP
B4	DI	803.90	B4	B5	39	801.16	800.96	0.50%	18	RCP
B5	FES									

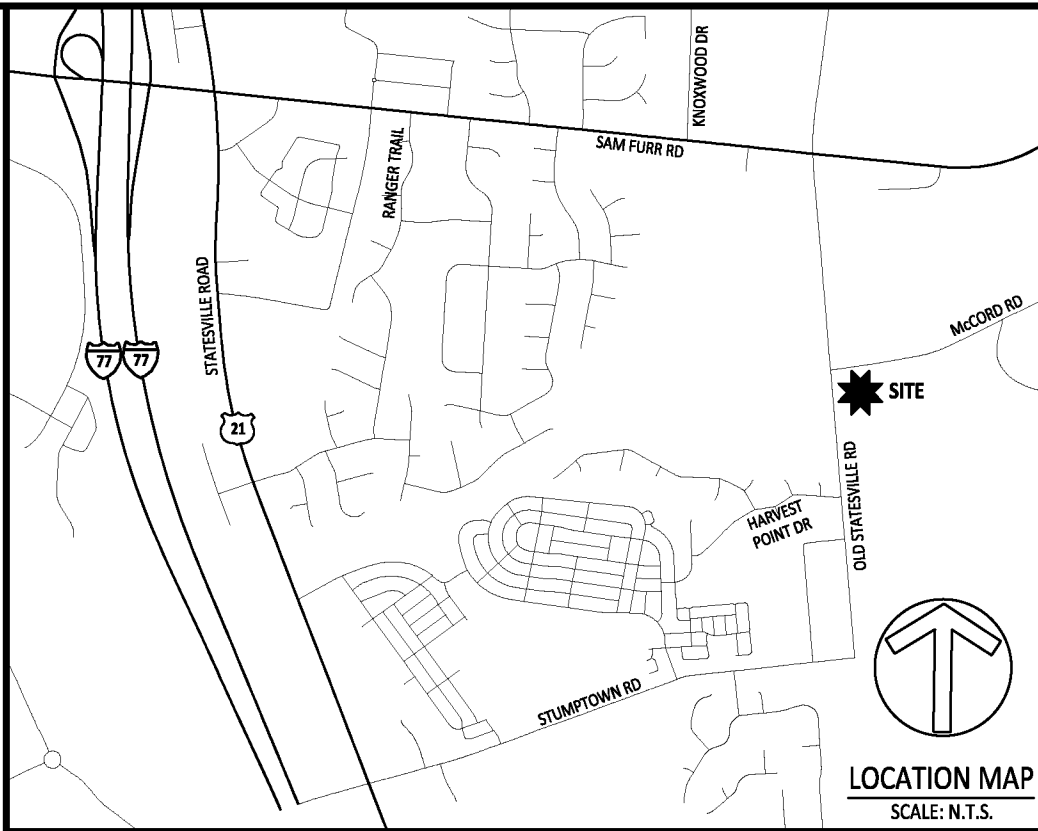
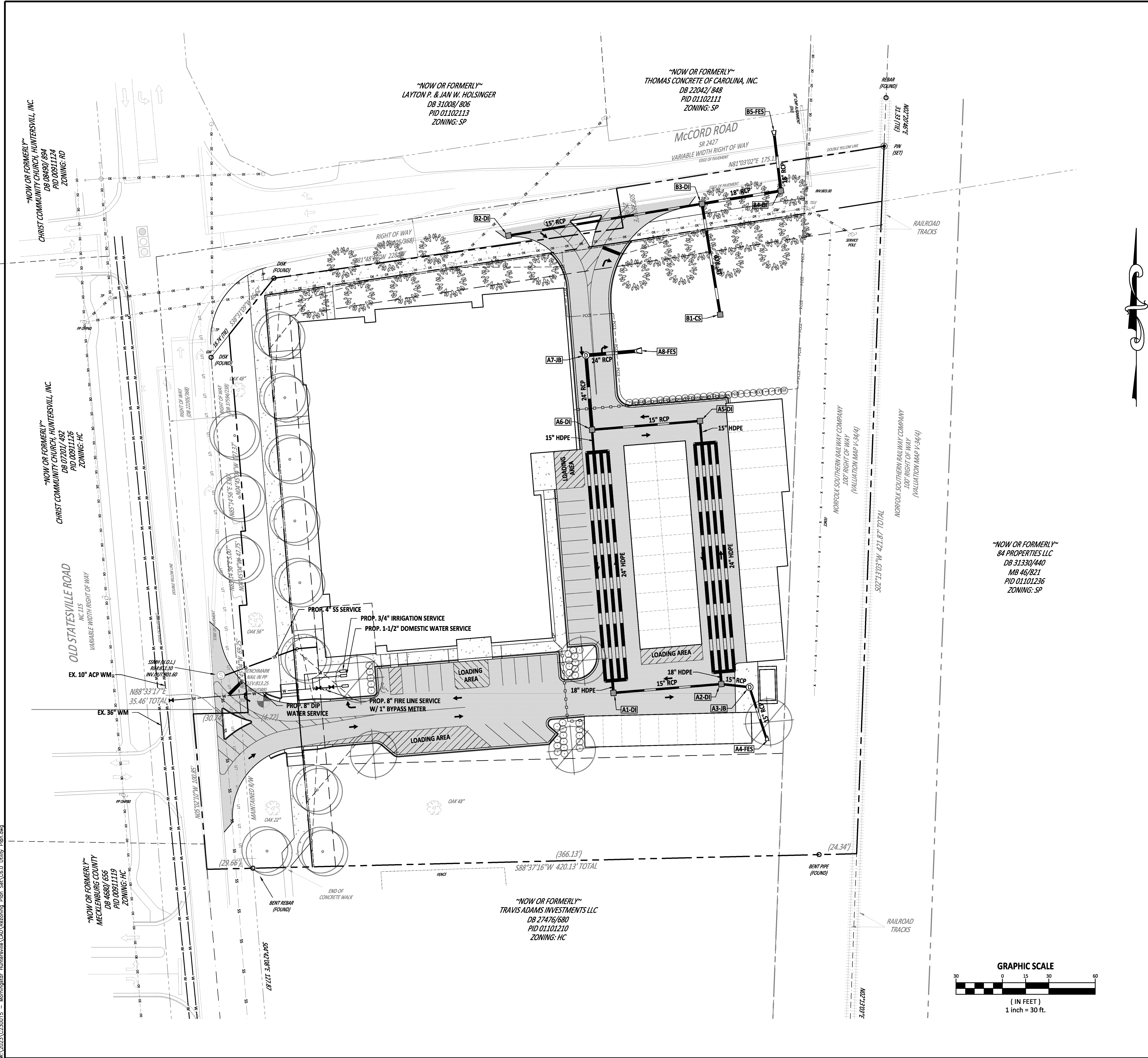


North Carolina 811
*** 3 Days Before Digging ***
North Carolina 811
811 or 1-800-632-4949
Remote Ticket Entry
<http://nc811.org/remoteticketentry.htm>

STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIC SITE, NAMED HEREON, CONTEMPORANEOUSLY WITH ITS ISSUE DATE AS LISTED HEREON, AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

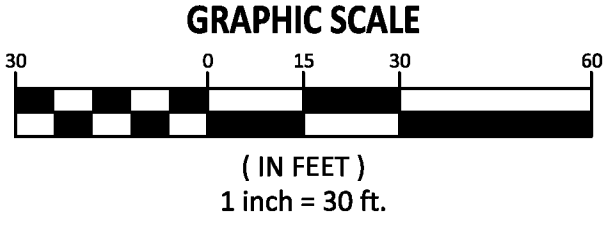
MORNINGSTAR HUNTERSVILLE
OLD STATESVILLE RD
TOWN OF HUNTERSVILLE,
MECKLENBURG COUNTY, NC

JOB NUMBER: C230015
DESIGN BY: BHE
DATE: 11/30/2023
SHEET TITLE:
GRADING PLAN
SHEET NO.:
C4.0

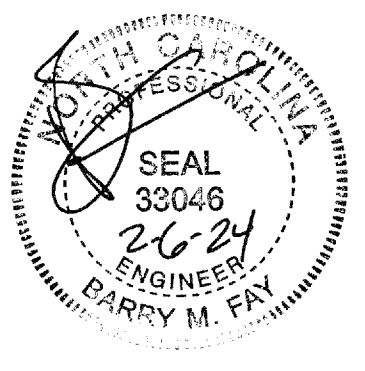


CHARLOTTE WATER GENERAL NOTES

- 1) NO PUBLIC WATER OR PUBLIC SANITARY SEWER MAIN CONSTRUCTION MAY TAKE PLACE ON THIS PROJECT UNTIL THE UTILITY CONTRACTOR HAS REQUESTED, SCHEDULED, AND ATTENDED A PRECONSTRUCTION CONFERENCE WITH THE CHARLOTTE WATER CONSTRUCTION INSPECTOR ASSIGNED TO THE PROJECT. ANY WORK PERFORMED PRIOR TO THE PRE-CONSTRUCTION CONFERENCE SHALL NOT BE ACCEPTED BY CHARLOTTE WATER AND SHALL BE REMOVED AND REPLACED WITH NEW MATERIALS.
- 2) APPROVAL FOR BACKFLOW PREVENTION REQUIREMENTS IS NOT PART OF THIS REVIEW. BACKFLOW PREVENTION REVIEW ENTAILS PLAN SUBMITTAL VIA MECKLENBURG COUNTY'S CODE ENFORCEMENT PERMITTING PROCESS AT THE TIME OF APPLICATION FOR BUILDING PERMITS. BACKFLOW PROGRAM REQUIREMENTS ARE AVAILABLE AT <http://charlottenc.gov/Water/Pages/BackflowConstructionGuidelines.aspx>. PLEASE CONTACT MARK BULLINS AT 704-432-5800 FOR MORE INFORMATION.
- 3) ANY REVISION TO THE SERVICE CONFIGURATIONS AND/OR METER LOCATIONS WILL REQUIRE A RESUBMITTAL TO BACKFLOW FOR REVIEW.
- 4) CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARDS AND SPECIFICATIONS PER WEBSITE AT WWW.CHARLOTTEWATER.ORG.
- 5) ALL CONTRACTORS WORKING ON CHARLOTTE WATER PROJECTS ARE REQUIRED TO OWN A COPY OF THE DESIGN MANUAL AND SHALL KEEP A COPY ON THE JOB SITE AT ALL TIMES.
- 6) CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING ALL APPROPRIATE PARTIES AND ASSURING THAT UTILITIES ARE LOCATED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CALL NC811 AT 1-800-632-4949 OR 811 FOR UTILITY LOCATING SERVICES 72 HOURS PRIOR TO COMMENCEMENT OF ANY WORK. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. 7) IF THE PROPOSED WATER AND/OR SANITARY SEWER MAIN IS INSTALLED WITHIN 12" IN ANY DIRECTION (VERTICALLY OR HORIZONTALLY) FROM NATURAL GAS MAINS, THE CONTRACTOR SHALL INFORM THE UTILITY OWNER.
- 8) SANITARY SEWER LATERAL LOCATIONS ARE SUBJECT TO RELOCATION DUE TO FIELD CONDITIONS, AS DETERMINED BY THE CHARLOTTE WATER INSPECTOR.
- 9) SANITARY SEWER LATERALS ARE TO BE INSTALLED AT A DEPTH NO GREATER THAN FIVE (5) FEET WHERE PRACTICAL AT THE PROPERTY LINE UNLESS INDICATED ON THE PLANS TO BE INSTALLED AT "MINIMUM SLOPE".
- 10) MINIMUM COVER OF 36" FOR WATER MAINS.
- 11) DUCTILE IRON PIPE REQUIRED FOR BOTH WATER & SANITARY SEWER LINES IF THE FOLLOWING CLEARANCES ARE NOT MET: • WATER LINE CROSSING UNDER SEWER LINE (FOR ANY CLEARANCE). • 18" VERTICAL FOR WATER LINE INSTALLED ABOVE SEWER LINE. • 10' HORIZONTAL SEPARATION FOR WATER LINE PARALLEL TO SEWER LINE (OR 18" VERTICAL SEPARATION IN SEPARATE DITCHES). • FOR WATER LINES 12" CLEARANCE WITH STORM DRAINS, GAS MAINS, TELEPHONE DUCTS, AND UNDERGROUND CABLES.
- 12) RECORDED PLATS ARE REQUIRED FOR ACTIVATION OF WATER MAINS, EASEMENTS ARE NOT ACCEPTABLE.
- 13) ALL WATER MAINS AND SERVICES SHALL BE INSTALLED WITH SOLID COPPER 12-GAUGE TRACER WIRE, 30 MILS BLUE HDPE INSULATION, CONDUCTIVITY TEST REQUIRED DURING FINAL INSPECTION. CONTRACTOR SHALL PROVIDE ALL TEST EQUIPMENT.



CONCEPTUAL PLAN
NOT FOR CONSTRUCTION



STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIC SITE, NAMED HEREON, CONTEMPORANEOUSLY WITH ITS ISSUE DATE AS LISTED, HEREON, AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

MORNINGSTAR
HUNTERSVILLE
OLD STATESVILLE RD
TOWN OF HUNTERSVILLE,
MECKLENBURG COUNTY, NC

JOB NUMBER: C230015
DESIGN BY: BHE
DATE: 11/30/2023

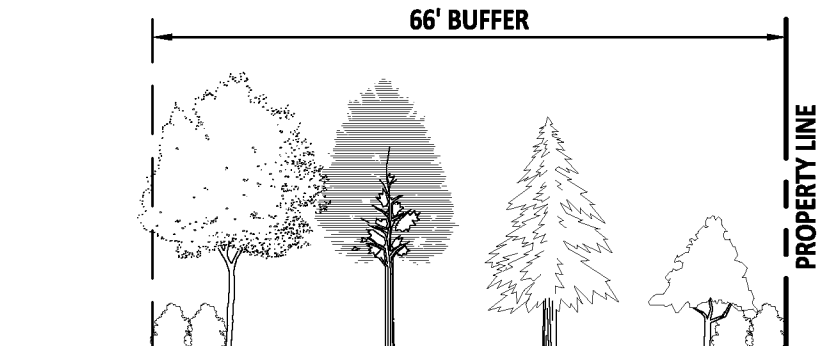
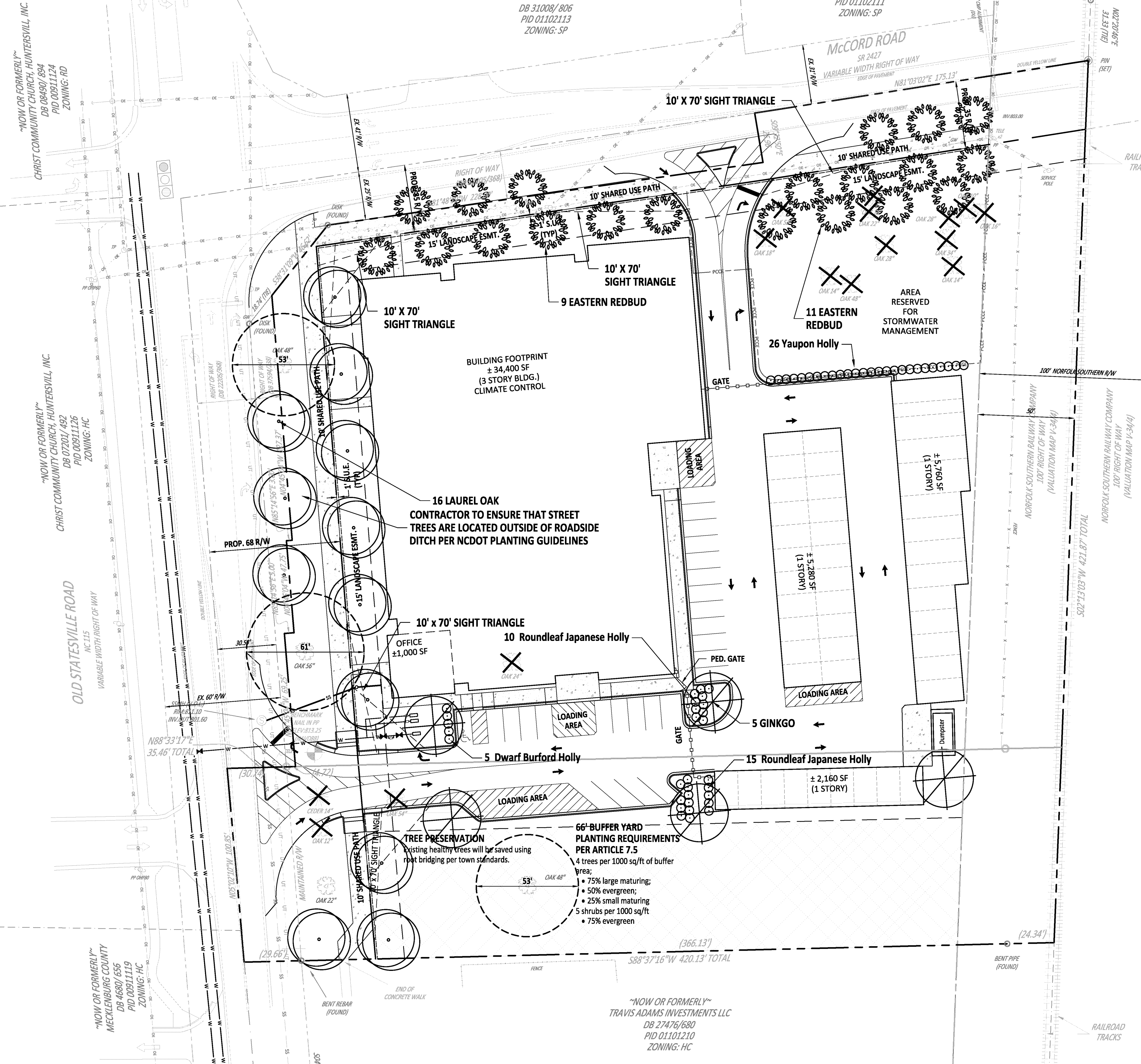
SHEET TITLE:
UTILITY PLAN

SHEET NO.:
C6.0

PLANT SCHEDULE

KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	COMMENTS
TREES						
	20	Cercis canadensis	Eastern Redbud	2" caliper	B & B	Minimum height 8'-10' at time of planting
	5	Ginkgo biloba	Ginkgo	2" caliper	B & B	Minimum height 8'-10' at time of planting
	12	Quercus laurifolia	Laurel Oak	2" caliper	B & B	Minimum height 8'-10' at time of planting
	26	Ilex vomitoria	Yaupon Holly	24" Tall	--	Spaced 4' O.C.
	25	Ilex crenata "Rotundifolia"	Roundleaf Japanese Holly	24" Tall	--	Spaced 4' O.C.
	5	Ilex cornuta "Burfordii Nana"	Dwarf Burford Holly	24" Tall	--	Spaced 4' O.C.

NOTE: STREET TREE LOCATIONS ARE SUBJECT TO CHANGE DURING CONSTRUCTION PLAN PHASE TO MEET REQUIREMENTS OF THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL AND THE NCDOT PLANTING GUIDELINES.



Typical 66' Buffer Yard Cross Section

BUFFER PLANTINGS SHOWN HERE MAY VARY WITH APPROVED CONSTRUCTION PLANS. ALL PLANTING AND LANDSCAPE MATERIALS SHALL BE APPROVED BY TOWN OF HUNTERSVILLE PRIOR TO CONSTRUCTION.

REQUIRED CALCULATIONS

STREET TREE REQUIREMENTS:

REQUIRED: LARGE MATURING CANOPY TREES PLANTED 40 FEET ON CENTER, SMALL MATURING "CANOPY-LIKE" TREES PLANTED 30 FEET ON CENTER WHEN CONFLICTS WITH OVERHEAD UTILITY LINES

PROVIDED: LARGE MATURING CANOPY TREES PLANTED 40 FEET ON CENTER, SMALL MATURING "CANOPY-LIKE" TREES PLANTED 30 FEET ON CENTER WHEN CONFLICTS WITH OVERHEAD UTILITY LINES

ADDITIONAL REQUIREMENTS:

REQUIRED: AN ADDITIONAL ROW OF STREET TREES LOCATED BEHIND THE PROPOSED SIDEWALK IN A 10-FOOT LANDSCAPE EASEMENT

PROVIDED: AN ADDITIONAL ROW OF STREET TREES LOCATED BEHIND THE PROPOSED SIDEWALK IN A 20-FOOT LANDSCAPE EASEMENT

PARKING LOT INTERIOR LANDSCAPING REQUIREMENTS:

REQUIRED: LARGE MATURING CANOPY TREES PLANTED 40 FEET ON CENTER

PROVIDED: LARGE MATURING CANOPY TREES PLANTED 40 FEET ON CENTER

TREE SAVE CALCULATIONS:

SP ZONING: 0% OF EXISTING CANOPY REQUIRED TO BE PRESERVED

100% OF HERITAGE TREES TO BE PRESERVED

30% OF SPECIMEN TREES TO BE PRESERVED

EXISTING SPECIMEN TREES = 10

PRESERVED SPECIMEN TREES = 3 (30%)

EX. TREE	DBH (IN)	HERITAGE (Y/N)	SPECIMEN (Y/N)	REMOVED (Y/N)	REMOVED (IN)	SPECIMEN TREES PRESERVED (IN)
OAK	16	N	N	Y	--	--
OAK	10	N	N	Y	--	--
OAK	28	N	Y	Y	28	--
OAK	34	N	Y	Y	34	--
OAK	14	N	N	Y	--	--
OAK	14	N	N	Y	--	--
OAK	22	N	N	Y	--	--
OAK	28	N	Y	Y	28	--
OAK	48	N	Y	Y	48	--
OAK	14	N	N	Y	--	--
OAK	18	N	N	Y	--	--
OAK	52	N	Y	N	52	--
OAK	48	N	Y	N	--	48
OAK	56	N	Y	N	--	56
OAK	24	N	Y	Y	24	--
CEDAR	14	N	N	Y	--	--
OAK	12	N	N	Y	--	--
OAK	54	N	Y	Y	54	--
OAK	22	N	N	N	--	--
OAK	48	N	Y	N	--	48
TOTAL =				268	152	

	No.	INCHES
TOTAL EXISTING TREES	20	--
TOTAL HERITAGE TREES	0	--
TOTAL HERITAGE TREES REMOVED	0	--
TOTAL SPECIMEN TREES	10	420 in
MIN. REQ'D SPECIMEN TREE PRESERVATION	30%	126 in
TOTAL SPECIMEN TREES REMOVED	7	268 in
TOTAL SPECIMEN TREES PRESERVED	3	152 in

PLANT NOTES

PLANT INSTALLATION & MAINTENANCE NOTES:

- ALL LANDSCAPING SHALL BE OF NURSERY STOCK QUALITY AND SHALL BE INSTALLED IN A SOUND, WORKMANLIKE MANNER AND ACCORDING TO ACCEPTED GOOD PLANTING PROCEDURES.
- ALL LANDSCAPING SHALL BE ADAPTABLE TO CLIMATIC CONDITIONS OF THE AREA.
- LARGE TREES SHOULD NOT BE PLANTED WITHIN EASEMENTS AND A MINIMUM OF 6' FROM UTILITY LINES, UNLESS OTHERWISE SPECIFIED BY REVIEWING AGENCY. SHRUBS MAY BE PLANTED IN EASEMENTS, BUT A MINIMUM OF 3' FROM UTILITY LINES, UNLESS OTHERWISE SPECIFIED BY REVIEWING AGENCY.
- ALL LANDSCAPING SHALL BE MAINTAINED IN GOOD CONDITION.
- ALL LANDSCAPING SHALL AT ALL TIMES PRESENT A HEALTHY, NEAT, CLEAN, ORDERLY, DISEASE-FREE AND PEST-FREE APPEARANCE.
- ALL LANDSCAPING SOIL AND FILL SHALL BE FREE FROM WEEDS, REFUSE, AND DEBRIS AT ALL TIMES.
- EXCESS SOIL SHALL BE DISPOSED OF IN A LEGAL MANNER.
- ANY DEAD PLANT MATERIAL OR MATERIAL THAT FAILS TO SHOW HEALTHY GROWTH MUST BE REMOVED WITHIN 30 DAYS.
- REPLACEMENT OF REMOVED PLANT MATERIAL MUST TAKE PLACE WITHIN 90 DAYS OF REMOVAL OR NOTIFICATION BY THE CITY, WHICHEVER OCCURS FIRST.
- ANY REPLACEMENT PLANT MATERIAL MUST MEET THE SIZE AND OTHER CHARACTERISTICS OF NEWLY PLANTED MATERIAL.
- IF USING STAKES AND GUYS SUCH SUPPORTS SHALL BE DESIGNED SO AS TO PROTECT TREES AND SHRUBS FROM INJURY. TREES AND SHRUBS SHALL BE FASTENED TO THE SUPPORT WITH AN ACCEPTABLE COMMERCIAL TREE TIE OF PLASTIC OR HOSE-COVERED WIRE. AFTER THE WARRANTY PERIOD HAS ENDED, STAKES AND GUYS SHALL BE REMOVED.
- CONTRACTOR IS RESPONSIBLE TO CONTACT MISS UTILITIES (811) 48 HOURS PRIOR TO COMMENCEMENT OF WORK. CONTACT LANDSCAPE ARCHITECT IF FIELD CONFLICTS/DISCREPANCIES ARISE.
- CONTRACTOR RESPONSIBLE TO VERIFY PLANT COUNTS. PLANTING PLAN SHALL GOVERN IN THE CASE OF A CONFLICT.
- ALL PLANTS SHALL MEET OR EXCEED STANDARDS AS DETERMINED BY THE AMERICAN STANDARD OF NURSERY STOCK.
- CONTRACTOR SHALL WARRANTY ALL PLANTS FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
- WHEN POSSIBLE, PLANTING SHALL BE INSTALLED BETWEEN SEPTEMBER 1 - JUNE 30TH AND IN FAVORABLE WEATHER CONDITIONS. WHEN PLANTING MUST BE PERFORMED OUTSIDE OF SPECIFIED DATES, PLANTS MUST BE WATERED ON A REGULAR BASIS TO ENSURE VIABILITY.
- PLANT VARIETIES, SIZES AND LAYOUT SHALL CONFORM ACCURATELY TO THE LANDSCAPE PLAN. CONTACT LANDSCAPE ARCHITECT FOR FIELD CONFLICTS.
- DISTURBED AREAS SHALL BE SEEDED ACCORDING TO THE NOTES FOUND ON THIS PAGE.
- PLANT SUBSTITUTIONS SHALL BE BROUGHT TO THE ATTENTION OF AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- MULCH USED ON-SITE SHALL BE OF A NON-DYED, NATURAL HARDWOOD VARIETY TO BE INSTALLED AT A MAXIMUM DEPTH OF 3", MINIMUM DEPTH OF 2".

TOPSOIL / PLANTING MIX MINIMUM REQUIREMENTS:

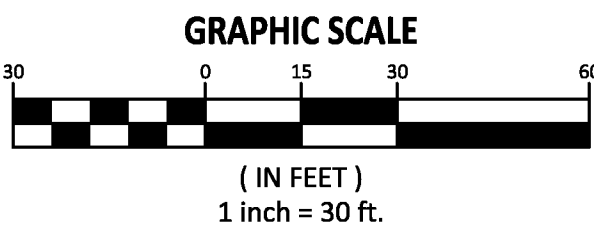
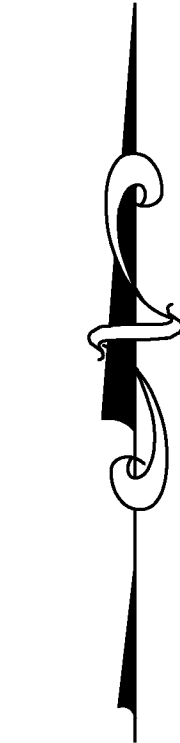
- TOPSOIL/PLANTING MIX SHOULD BE NATURAL, FERTILE, AGRICULTURAL SOIL CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHOULD BE UNIFORM COMPOSITION THROUGHOUT, WITH ADMIXTURE OF SUBSOIL. IT SHOULD BE FREE OF STONES, LUMPS, LIVE PLANTS AND THEIR ROOTS, STICKS AND OTHER EXTRANEOUS MATTER. TOPSOIL SHOULD NOT BE USED WHILE IN A FROZEN OR MUDDY CONDITION.
- TOPSOIL/PLANTING MIX SHALL HAVE AN ACIDITY RANGE OF PH 5.5-7.0 AND THE FOLLOWING COMPOSITION:

CLAY (RED CLAY, WELL PULVERIZED)	MINIMUM 10%; MAXIMUM 35%
COMPOST*/ORGANIC	MINIMUM 5%; MAXIMUM 10%
SILT	MINIMUM 30%; MAXIMUM 50%
COARSE SAND (FREE OF ROCKS, 0.5 TO 1.0 MM F)	MINIMUM 30%; MAXIMUM 45%
- ORGANIC MATERIAL SUCH AS SAWDUST OR LEAF MOLD THAT HAS COMPLETED THE DECOMPOSITION PROCESS
- RECOMMENDATIONS:
- ALL PLANTING AREAS SHOULD BE TESTED FOR PROPER DRAINAGE. DRAINAGE SHOULD BE CORRECTED AS NECESSARY TO INSURE PROPER TREE GROWTH AND SURVIVAL. THE FOLLOWING LEVEL OF NUTRIENT ELEMENTS IS RECOMMENDED FOR PROPER GROWTH:

CALCIUM	55 - 80%
MAGNESIUM	10 - 30%
POTASSIUM	5 - 8%

SEEDING SCHEDULE FOR LAWNS & SLOPES (MAXIMUM 3:1):

DATE	TYPE	PLANTING RATE
AUG 15 - NOV 1	TALL FESCUE	300 LBS/ACRE
NOV 1 - MAR 1	TALL FESCUE AND ABRUZZ RYE	300 LBS/ACRE OR ANNUAL RYE
MAR 1 - APR 15	TALL FESCUE OR HARD FESCUE	300 LBS/ACRE
MAR 1 - JUL 15	HULLED COMMON BERMUDA GRASS OR HYBRID BERMUDA GRASS OR CENTPEDE GRASS OR ZOYSIA GRASS OR ST. AUGUSTINE GRASS	200 LBS/ACRE
APR 15 - JUN 30	WEEPING LOVE GRASS OR BAHIA GRASS	25 LBS/ACRE
JUL 1 - AUG 15	TALL FESCUE AND *** BROWNTOP MILLET *** OR SORGHUM-SUDAN HYBRIDS	120 LBS/ACRE 35 LBS/ACRE 30 LBS/ACRE





MORNINGSTAR STORAGE - HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

16 OCTOBER 2023

EXTERIOR RENDERING

oda.us.com | ODA ARCHITECTURE





MORNINGSTAR STORAGE - HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

16 OCTOBER 2023

EXTERIOR RENDERING

oda.us.com | ODA ARCHITECTURE





MORNINGSTAR STORAGE - HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

16 OCTOBER 2023

EXTERIOR RENDERING

oda.us.com | ODA ARCHITECTURE





MORNINGSTAR STORAGE - HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

16 OCTOBER 2023

NORTH ELEVATION

oda.us.com | ODA ARCHITECTURE





MORNINGSTAR STORAGE - HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

16 OCTOBER 2023

WEST ELEVATION

oda.us.com | ODA ARCHITECTURE





MORNINGSTAR STORAGE - HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

SOUTH ELEVATION

16 OCTOBER 2023

oda.us.com | ODA ARCHITECTURE





MORNINGSTAR STORAGE - HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

16 OCTOBER 2023

EAST ELEVATION

oda.us.com | ODA ARCHITECTURE



NEIGHBORHOOD MEETING REPORT
Applicant: Morningstar Properties, LLC
Rezoning Application No. R23-11

This Neighborhood Meeting Report is being filed with the Town of Huntersville Planning Department pursuant to the provisions of the Town of Huntersville Zoning Ordinance.

PERSONS AND ORGANIZATIONS CONTACTED WITH DATE AND EXPLANATION OF HOW CONTACTED:

A representative of the Applicant mailed a written notice of the date, time and location of the Neighborhood Meeting to the individuals and organizations set out on **Exhibit A-1** attached hereto by depositing such notice in the U.S. mail on November 1, 2023. A copy of the written notice is attached hereto as **Exhibit A-2**.

DATE, TIME AND LOCATION OF MEETING:

The Neighborhood Meeting was held on Thursday, November 16, 2023 at 6:30 PM at the Dellwood Center located at 508 Dellwood Drive in Huntersville, NC.

PERSONS IN ATTENDANCE AT MEETING:

The Neighborhood Meeting was attended by those individuals identified on **Exhibit B** attached hereto. The Applicant's representatives at the Neighborhood Meeting were Marshall Macon and Kathryn Hennigan of the Applicant and John Carmichael of Robinson Bradshaw & Hinson, P.A.

SUMMARY OF ISSUES DISCUSSED:

John Carmichael welcomed the attendees to the Neighborhood Meeting and introduced himself and the Applicant's representatives. John Carmichael stated that this is the official Neighborhood Meeting relating to Rezoning Application No. R23-11. Morningstar Properties, LLC is the Applicant.

John Carmichael stated that the site subject to this Rezoning Application contains approximately 0.936 acres and is located on the east side of Old Statesville Road, just south of the intersection of Old Statesville Road and McCord Road.

John Carmichael stated that the Applicant is requesting that the site be rezoned from the HC zoning district to the Special Purpose-CD zoning district to accommodate a self-storage facility that would be located on the site and the adjacent parcel of land to the north of the site.

John Carmichael provided the current schedule of events relating to this rezoning request. He stated that the joint public hearing before the Town Board and the Planning Board will be held on Tuesday, January 2, 2024 at 6:00 PM at Town Hall located at 101 Huntersville-Concord Road. The Planning Board Meeting will be held on Tuesday, January 23, 2024 at 6:30 PM at Town Hall and the Town Board will make a decision on this rezoning request at its meeting on Monday, February 19, 2024 at 6:00 PM at Town Hall.

Marshall Macon then addressed the meeting. He stated that the Applicant's headquarters is located in Matthews, NC and the Applicant has owned and operated self-storage facilities since 1981. The Applicant is a long term owner of its facilities, so the Applicant develops and owns quality facilities that will last.

Marshall Macon shared and discussed an aerial photograph of the site and the surrounding parcels. Marshall Macon stated that the self-storage facility would be located on the site and the adjacent parcel to the north of the site. The adjacent parcel to the north of the site is zoned Special Purpose and a self-storage facility is allowed on the northern parcel under the current zoning of the northern parcel. The site is zoned HC, and a self-storage facility is not allowed in the HC zoning district. As a result, the Applicant is requesting that the site be rezoned to the Special Purpose-CD zoning district. The required buffer for the self-storage facility would be located on the site.

Marshall Macon shared and discussed the site plan. He stated that the climate controlled self-storage building would contain three stories and have a maximum height of 35 feet. He stated that there would be some drive-up self-storage units to the rear of the climate controlled self-storage building. Marshall Macon stated that they have been working with the Planning Staff on the site plan.

Marshall Macon stated that the Applicant would dedicate right of way to accommodate the future widening of Old Statesville Road by NCDOT, and a landscape buffer would be located along the self-storage facility's frontage on Old Statesville Road. A 10 foot wide sidewalk would also be located along the self-storage facility's frontage on Old Statesville Road. A small deceleration lane would be installed at the vehicular access point into the self-storage facility, and the vehicular access point would be restricted to right-in, right-out vehicular movements.

Marshall Macon stated that the site would be used for a 66 foot wide landscape buffer. Some of the existing trees on the site would remain.

An attendee stated that he hopes that they widen Old Statesville Road soon because he has difficulty getting out of his property onto Old Statesville Road.

In response to questions and concerns regarding traffic, Marshall Macon shared and discussed an exhibit regarding the vehicular trip generation for the self-storage facility. He stated that per the ITE trip generation table, the proposed self-storage facility would generate only 24 vehicular trips per 24 hour period. However, according to the Applicant's experience, this facility would generate approximately 15 vehicular trips per 24 hour period.

Marshall Macon shared the architectural renderings of the proposed climate controlled self-storage building. He stated that this facility would be a Class A facility with a lot of glazing, and brick would be located on the ground floor of the climate controlled self-storage building. Marshall Macon stated that the Applicant has built 25 to 30 of these facilities.

In response to a question, Marshall Macon stated that there would be approximately 670-700 units in the climate controlled self-storage building, and there would be two elevators serving this building. In response to a question, Marshall Macon stated that there would be two loading spaces for the climate controlled self-storage building.

In response to a question, Marshall Macon stated that the average unit size in the climate controlled self-storage building would be a little over 100 square feet. Marshall Macon stated that a facility such as this typically has a few box trucks per day come to the facility.

In response to a question, Marshall Macon stated that the rear area of the self-storage facility would be gated.

An attendee stated that his biggest concern is traffic. Marshall Macon reiterated the vehicular trip generation numbers for this facility.

In response to a question, Marshall Macon stated that the scale of the building has been a discussion point with the Planning Staff, and he reiterated that the climate controlled self-storage building would be a maximum of 35 feet in height.

In response to a question from an attendee, a representative of the Huntersville Planning Department stated that facilities such as the proposed facility can be built in other areas of Huntersville depending upon the zoning of the property. He also stated that this rezoning request is for the buffer for the proposed self-storage facility.

In response to a question, Marshall Macon stated that the Applicant would install a \$75,000 dollar security system on the site that includes cameras.

There were no other questions or comments.

Marshall Macon thanked the attendees for attending the meeting, and the meeting was adjourned.

Copies of the materials shared at the meeting are attached hereto as **Exhibit C**.

CHANGES MADE TO THE APPLICATION AS A RESULT OF THE NEIGHBORHOOD MEETING AS OF THE DATE HEREOF:

No changes have been made to the rezoning plan or to the Application as of the date of this Neighborhood Meeting Report solely as a result of the Neighborhood Meeting.

Respectfully submitted, this 20th day of November, 2023.

Kathryn Hennigan
Kathryn Hennigan, Morningstar Properties, LLC

Exhibit A-1: Community Meeting Notice Mailing List

Community Meeting Notices

Project Name	Morningstar Storage Huntersville
--------------	----------------------------------

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be submitted to the Planning Department and incorporated into the application for this project.

The following persons and organizations were sent notices of the community meeting (first and last name or business name only):

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
84 PROPERTIES LLC	01101236	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
BENJAMIN ENTERPRISES LLC	01101212	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MECKLENBURG COUNTY	00911119	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
DOVE	01101209	11/1/2023	US Mail	Property Owner (SO 6.320.3(a))
CHRIST COMMUNITY CHURCH	00911124	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
TRAVIS ADAMS INVESTMENTS LLC	01101210	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
BENCHMARK LAND LLC	00911101	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
BENCHMARK LAND LLC	01101205	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
ELLE PROPERTIES LLC	01101211	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
CHRIST COMMUNITY	00911126	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
DOVE	01101208	11/1/2023	US Mail	Property Owner (SO 6.320.3(a))
MCCORD DEVELOPMENT LLC	01102115A	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MCCORD DEVELOPMENT LLC	01102115B	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
THOMAS CONCRETE OF CAROLINA INC	01102111	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
HOLSINGER	01102113	11/1/2023	US Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MONTEITH PARK		11/1/2023	US Mail	Neighborhood association, property owner association, and home
BELLAMOOR AT THE PARK		11/1/2023	US Mail	Neighborhood association, property owner association, and home
NORTHBROOK PROPERTY OWNERS	ASSOCIATION	11/1/2023	US Mail	Neighborhood association, property owner association, and home
MELINDA BALES		11/1/2023	US Mail	
STACY PHILLIPS		11/1/2023	US Mail	
DAN BOONE		11/1/2023	US Mail	
ROB KIDWELL		11/1/2023	US Mail	
AMBER KOVACS		11/1/2023	US Mail	
LANCE MUNGER		11/1/2023	US Mail	
DEREK PARTEE		11/1/2023	US Mail	
JEFF SNY		11/1/2023	US Mail	
FRANK GAMMON		11/1/2023	US Mail	
GREG BABER		11/1/2023	US Mail	
CHRISTOPHER BOYD		11/1/2023	US Mail	
LEE HALLMAN		11/1/2023	US Mail	
SCOTT HENSLEY		11/1/2023	US Mail	
JAY HENSON		11/1/2023	US Mail	
TRINA LOOMIS		11/1/2023	US Mail	
JODI WRIGHT		11/1/2023	US Mail	
JANET PIERSON		11/1/2023	US Mail	
ANTHONY ROBERTS		11/1/2023	US Mail	
BOBBY WILLIAMS		11/1/2023	US Mail	
JESSE JAMES		11/1/2023	US Mail	

Exhibit A-2: Neighborhood Meeting Notice

NOTICE TO INTERESTED PARTIES OF A NEIGHBORHOOD MEETING RELATING TO REZONING APPLICATION NO. R23-11

Subject: **Neighborhood Meeting** -- Rezoning Application No. R23-11 filed by Morningstar Properties, LLC requesting the rezoning of an approximately 0.936 acre site located at 16204 Old Statesville Road on the east side of Old Statesville Road, just south of the intersection of Old Statesville Road and McCord Road, (Tax Parcel No. 011-012-09) to accommodate the development of a self-storage facility on the site and the adjacent parcel of land to the north of the site.

Date and Time of Meeting: Thursday, November 16, 2023 at 6:30 PM

Location of Meeting: Dellwood Center
508 Dellwood Drive
Huntersville, NC 28078

Applicant: Morningstar Properties, LLC

Property Owners: James Steven Dove, Timothy John Dove and Kelley Elaine Dove and Nathan Preston Dove

Morningstar Properties, LLC (the “Applicant”) has filed a Rezoning Application with the Town of Huntersville requesting the rezoning of an approximately 0.936 acre site located at 16204 Old Statesville Road on the east side of Old Statesville Road, just south of the intersection of Old Statesville Road and McCord Road, (Tax Parcel No. 011-012-09) from the HC (Highway Commercial) zoning district to the SP –CD (Special Purpose) conditional zoning district. The purpose of this rezoning request is to accommodate the development of a self-storage facility on the site and the adjacent parcel of land to the north of the site. The Applicant will hold a Neighborhood Meeting prior to the Public Hearing on the Rezoning Application for the purpose of discussing this rezoning request and the proposed development with adjacent and nearby property owners and organizations.

Accordingly, on behalf of the Applicant, we give you notice that representatives of the Applicant will hold a Neighborhood Meeting on Thursday, November 16, 2023 at 6:30 PM at the Dellwood Center located at 508 Dellwood Drive in Huntersville. Representatives of the Applicant look forward to sharing the Applicant’s proposed development with you and to answering any questions you may have with respect to this matter.

In the meantime, should you have any questions or comments, please call or email Kathryn Hennigan at (704) 576-3563 or khennigan@mstarproperties.com.

Morningstar Properties, LLC

cc: Jesse James, The Town of Huntersville Planning Department (via email)

Date Mailed: November 1, 2023

Exhibit B: Meeting Attendees

Community Meeting Attendance Log

Project Name:	Morningstar Storage Huntersville
Location of Meeting:	Dellwood Center
Date:	11/16/2023
Time:	6:30PM

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

1	Joey Portnova	26	
2	Tim Dove	27	
3	Steve Dove	28	
4	Travis Adams	29	
5	John Jones	30	
6	Jesse James	31	
7	Tatiana Levi	32	
8		33	
9		34	
10		35	
11		36	
12		37	
13		38	
14		39	
15		40	
16		41	
17		42	
18		43	
19		44	
20		45	
21		46	
22		47	
23		48	
24		49	
25		50	

Exhibit C: Meeting Visuals



HUNTERSVILLE - ELEVATIONS



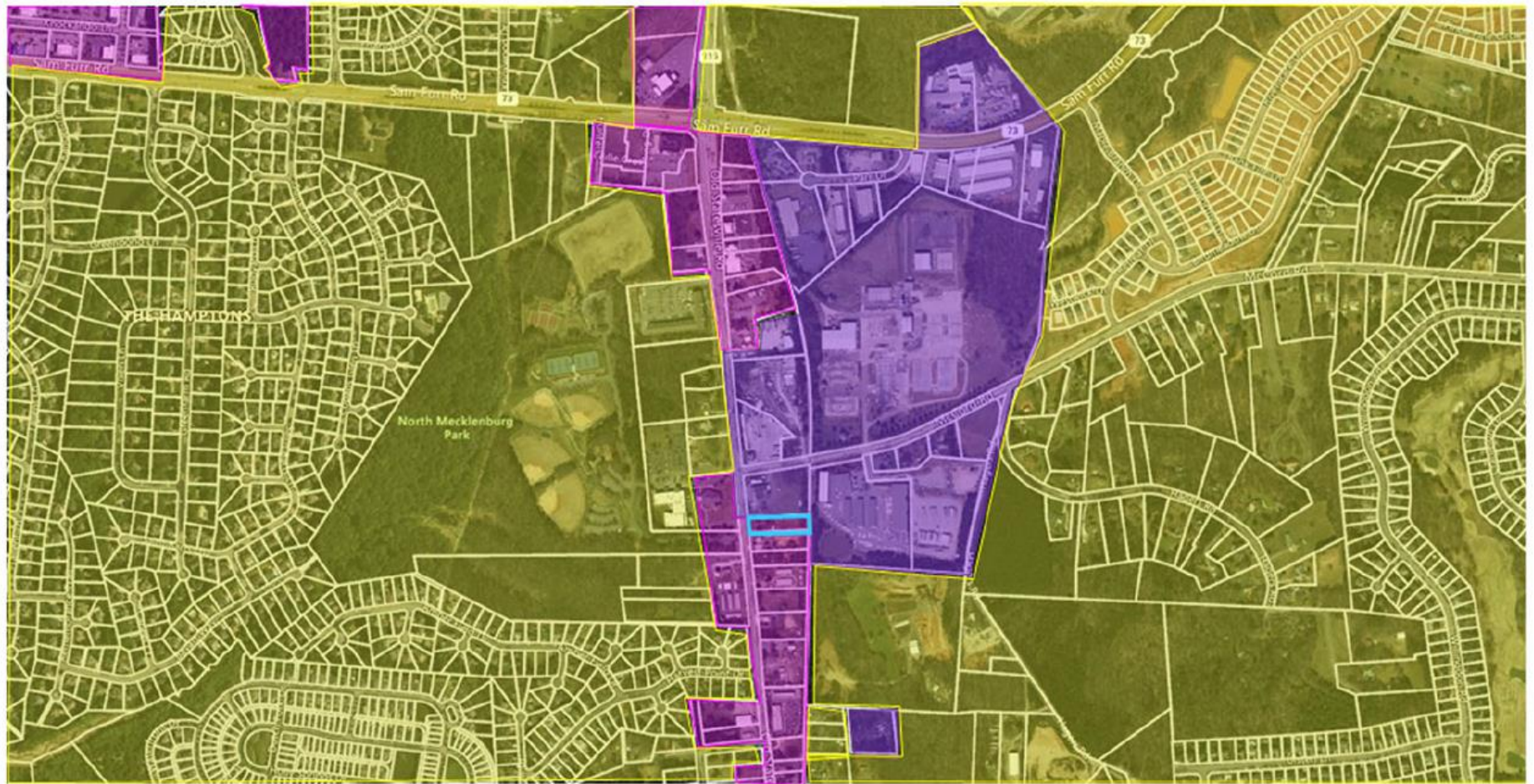
HUNTERSVILLE - RENDERING



HUNTERSVILLE - RENDERING



12



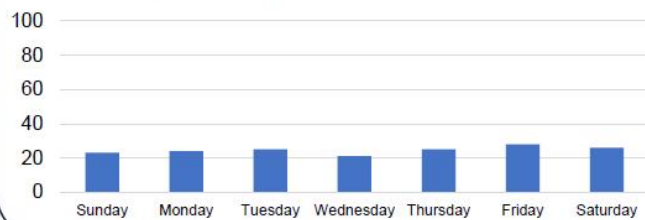
Residential
 Highway Commercial
 Special Purpose
 Subject Site



HUNTERSVILLE - ZONING LAND USE



Average Facility Visits by Day-of-Week



Average Total Facility
Visits Per 24 Hours **24**



morningstar
STORAGE

Morningstar Storage – Huntersville



Town Engineering Rezoning Comment Summary
R23-11 Morningstar Storage (EPM# 453340)
16230 Old Statesville Rd (PID 1101208)
Huntersville, NC 28078

General Project Information

The proposed rezoning is located at the corner of Old Statesville Rd (NC-115) and McCord Rd (SR-2427) and consists of a new storage facility. A driveway on NC115 and a driveway on McCord Road are currently proposed.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

- 1) A TIA Determination (attached) was completed for the proposed development. Based on the proposed use and intensity, a TIA for the Town is not required as the trips anticipated are below the Town threshold.

Transportation and Stormwater:

- 1) Based on the concept plan developed by the Town in the fall of 2021 for the upcoming NC115 widening project between McCord Road and NC73, the proposed building does appear to be outside of the roadway widening anticipated.
- 2) Street tree locations are subject to change during the construction plan phase to meet requirements of the Town's Engineering Standards and Procedures Manual and NCDOT Planting Guidelines. Several proposed street tree locations shown on the plan set do not meet the requirements.
- 3) ADA compliant ramps are needed at the driveway on McCord Rd.
- 4) A permanent sidewalk easement is needed from ROW to minimum 1' from back of sidewalk along McCord Rd.
- 5) Post development flows for the southeastern drainage area of the site are not meeting pre-development requirements based on the conceptual calculations provided. Additional stormwater measures may be necessary to meet requirements.



Traffic Impact Analysis (TIA) Application for Determination of TIA Need

Article 14.2 of the Zoning Ordinance requires that a Traffic Impact Analysis (TIA) be performed for any residential subdivision, multifamily site plan, or non-residential development, or portion thereof, which is expected to create one hundred (150) or more peak hour vehicle trips or 1,500 or more daily trips.

In order to determine whether a TIA will be required for your proposed development, please fill out the form below and submit to the Planning Department. A "Determination of TIA Need" will be made within 10 working days.

Applicant: MSC Old Statesville, LLC

Project Name: Morningstar - Storage

Project Address: 16220 Old Statesville Road Huntersville, NC (Parcel ID 01101208)

Project Description (including square footage for each proposed land use):

Construction of approximately 100,000SF within a 33,000SF Building footprint on approximately 3 acres at the intersection of Old Statesville and McCord Roads

Applicant

Printed Name Kathryn Hennigan Phone 704-576-3563

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

Signature Kathryn Hennigan

Title Development Associate Email khennigan@mstarproperties.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 4/14/23

Daily Trips Anticipated 145

Peak Hour Trips Anticipated AM 9 PM 15

TIA Required (Yes/No) No

Date of Determination: 4/18/23

Comments: Determination based on 100,000 square feet of mini warehouse self storage.

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Nathan Farber, Planner II

Date: February 19, 2024

Subject: Petition #R23-10, Commercial Communication Tower

EXPLAIN REQUEST:

Consider a decision on Petition #R23-10, Commercial Communication Tower, a request by Berkley Group III, LLC to rezone +/-6.00 acres located at 15105 Holbrooks Road from Transitional Residential and Neighborhood Residential District to Special Purpose - Conditional District.

ACTION RECOMMENDED:

Consider Decision

FINANCIAL IMPLICATIONS:

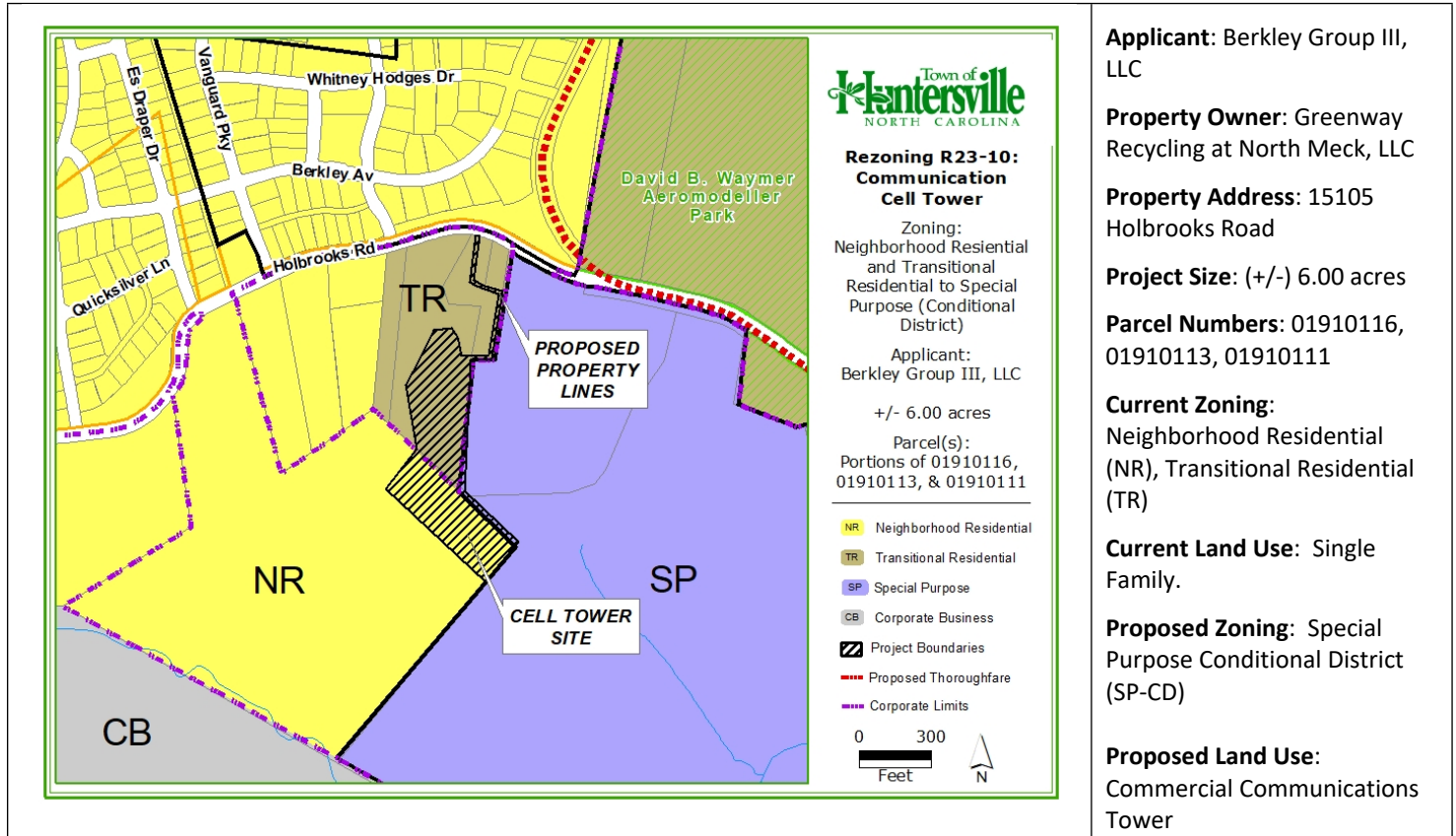
NA

ATTACHMENTS:

1. R23-10 PH TB Staff Report
2. A - Application
3. B - R23-10 Rezoning Plan
4. C - Neighborhood Meeting Report
5. D - APO Notification
6. E - Continuance Letter

Petition R23-10 Commercial Communications Tower

PART 1: PROJECT SUMMARY

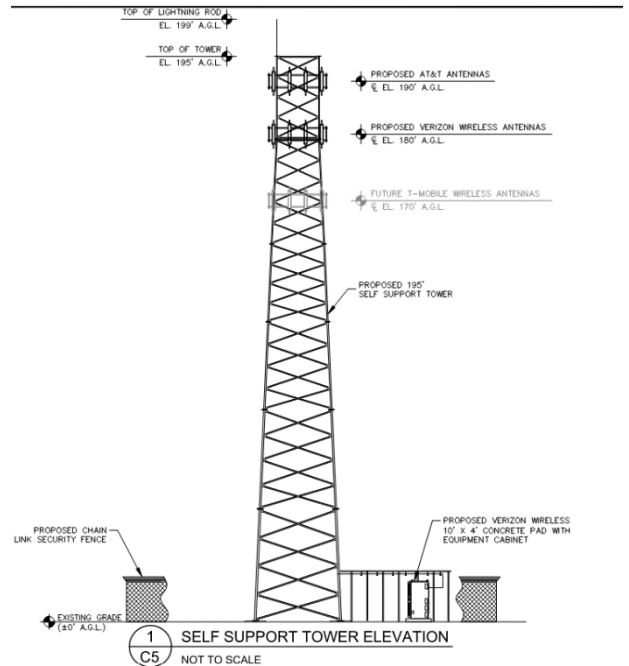


1. Purpose: Rezone +/- 6.00 acres south of Holbrooks Rd. from Neighborhood Residential and Transitional Residential to Special Purpose Conditional District (HC-CD) for a Commercial Communications Tower.
2. Adjoining Zoning and Land Uses.
 - North: Neighborhood Residential Conditional District –Single Family (Vermillion Subdivision).
 - South: Neighborhood Residential and Special Purpose Conditional District – Residential (Vacant) and Landfill (Greenway Waste)
 - East: Special Purpose Conditional District - Landfill (Greenway Waste)
 - West: Neighborhood Residential and Transitional Residential – Residential
3. A neighborhood meeting was held on October 30, 2023, and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment C).
4. Notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning sign on the property along Holbrooks Rd.

PART 2: REZONING/SITE PLAN

The applicant has made no modification requests. The Conditional Rezoning Plan can be summarized as follows:

- The applicant plans to subdivide a 6-acre lot from parcel numbers # 01910116, 01910113, and 01910111 pending rezoning approval.
- The new 6-acre lot will narrow to a 15' wide area that will connect north to Holbrooks Road in order to have road frontage and allow the subdivision to occur.
- The site will be accessed via a 15' easement that will run east through the Greenway Waste landfill connecting to Holbrooks Rd.
- The applicant has noted as a condition of approval the permitted uses will be limited to a Commercial Communication Tower and all related accessory uses.
- The tower will be 195' tall, with a lightning pole bringing the total height to 199'.
- The applicants have stated that lighting will not be on the tower as the Federal Aviation Administration (FAA) will not require any.
- Article 9.9.3 requires that the entire facility must be aesthetically compatible with its environment. The tower will be painted grey in order to blend in with its surroundings.
- The communication tower will be located more than 200' from the residential lot line located to the west as required by Article 9.9.10.
- The applicant will not be providing any parking. No parking would be required as no building structure will be located on the property.
- The entire facility will be surrounded by an 8' chain link fence as required by Article 9.9.4. An opaque screen is required to be provided on the outside of any chain link fence. The applicant has provided this screening with a row of Leyland Cypress.
- Minimum Tree Preservation (Specimen Trees) for the Special Purpose District is 30% Specimen Trees. The applicant has identified 125 specimen trees on the site. The applicants have shown that 40 of the 125 specimen trees will be saved, which is two over the required 38 specimen trees.
- The "Existing Disturbed Area" on the existing features plan will not require mitigation as the applicants will be able to conform with tree save requirements.



The Conditional Rezoning Plan has the following unresolved issues:

- Planning, Transportation, and Storm Water Engineering staff have outstanding site plan comments that need to be addressed before final plan approval.

PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis (TIA)

A Town TIA for the proposed project was not required.

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan



STAFF COMMENT – The proposed communication tower is located within the open space and moderate-density future land use areas. While these character areas do not directly support intensive commercial development, Staff views the proposed tower as an essential infrastructure project. The project will only disturb 0.4 acres while preserving the remaining woodlands and open space on the property. The 2040 Huntersville Community Plan DOES SUPPORT this project through the following section:

- **Policy PS-1:** Work with partners to provide and maintain public facilities required to offer residents and property owners with quality municipal services, consistent with progressive government practices and sound fiscal policy.
STAFF COMMENT: The proposed commercial communications tower aims to offer crucial services to the surrounding communities and businesses. Improved cellular service will not just enhance communication for residents but also fill a missing communications coverage area for emergency services (See coverage maps below or Attachment C). Although it's not a municipal service, it's a vital infrastructure service that a private company is providing.
- **Policy LU-1:** Encourage a development pattern that follows the Future Land Use Map.
STAFF COMMENT – The proposed land use does not conflict with the surrounding development pattern as the addition of a communication tower will provide a benefit to existing and future residences and businesses.

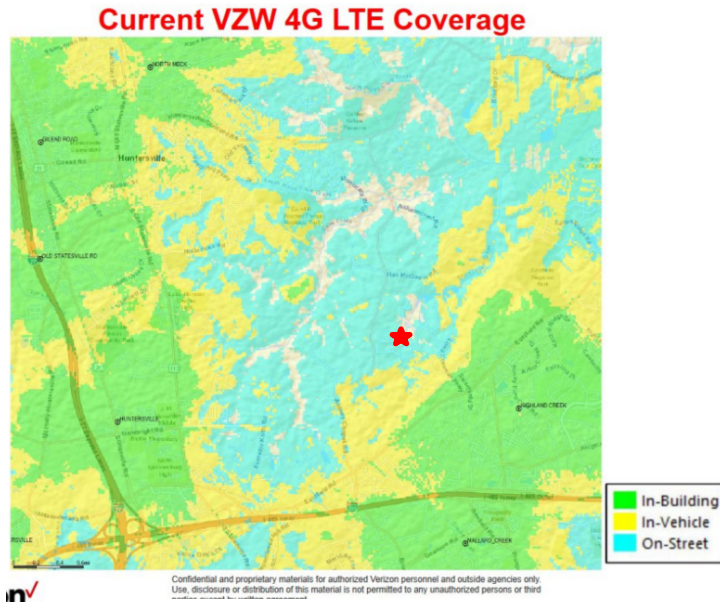


Figure 2 Current Coverage Map

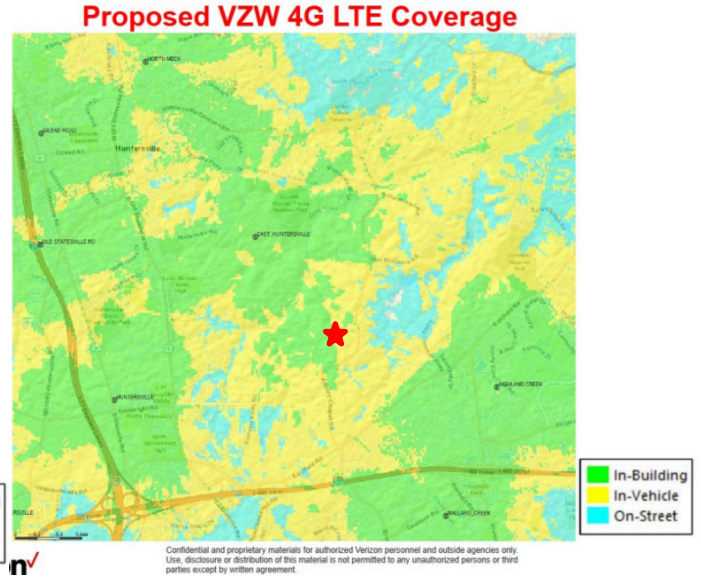


Figure 1 Coverage Map Once Tower is Complete

Holbrooks Road Study: ULI Technical Assistance Program (2017)

The Holbrooks Road Study was conducted to study the potential land uses and economic viability of the defined area. The area is divided by the road into a northern area that is primarily residential and a southern area is primarily corporate business and industrial. One of the recommendations is to “Place commercial product near the property line near the landfill site, creating a natural buffer for the residential”.

STAFF COMMENT – The proposed communication tower location fits in with the area study as it would directly border the landfill while also complying with the required 200’ separation from the adjacent residential property. This would create a natural buffer between the existing landfill and neighboring residential properties.



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

- Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**

STAFF COMMENT: Planning staff believes the development location on the border of an existing industrial landfill and buffered from nearby residential properties is consistent with the character of the existing development in the area. The use provides an essential service that will benefit all of the surrounding uses in the area.

- The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**

STAFF COMMENT:

There is no indication this project will have a negative impact on public facilities and or services.

3. Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, historical, or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R23-10, Commercial Communications Tower, Staff recommend approval based on the Plan being consistent with the Huntersville 2040 Community Plan policies PS-1, LU-1, and with the Holbrooks Road Corridor plan.

PART 6: PUBLIC HEARING COMMENTS

On January 2, 2024, the Town Board approved the applicant's requested continuance until January 16, 2024, to address outstanding comments. (Attachment E)

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board met on January 23, 2024 and made the following motion. The Planning Board recommends approval based on the plan being consistent with the Huntersville 2040 Community Plan policies PS-1, LU-1 and with the Holbrooks Road Corridor plan, it is reasonable in the public interest to approve the rezoning plan because it is consistent with the envisioned used and development pattern set forth in the 2040 Community Plan, Holbrook Road Corridor plan, and in keeping with the spirit of the ordinance. The motion passed unanimously (9-0).

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for February 19, 2024.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

A – Rezoning Application

B – R23-10 Rezoning Plan

C – Neighborhood Meeting Report (October 30, 2023)

D – APO Notification

E – Continuance Letter

PART 10: CONSISTENCY STATEMENT – R23-10 Commercial Communication Tower

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R23-10, Commercial Communications Tower, Staff recommends approval based on the Plan being consistent with the Huntersville	APPROVAL: In considering the proposed rezoning application R23-10, Commercial Communication Tower, the Planning Board recommends approval based on	APPROVAL: In considering the proposed rezoning application R23-10, Commercial Communication Tower, the Town Board recommends approval based on the Plan

2040 Community Plan policies PS-1, LU-1, and with the Holbrooks Road Corridor plan. It is reasonable and in the public interest to approve the Rezoning Plan because it is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan, Holbrook Road Corridor plan, and in keeping with the spirit of the Ordinance and therefore can be supported.	the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
DENIAL:	DENIAL: In considering the proposed rezoning application R23-10, Commercial Communication Tower, the Planning Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	DENIAL: In considering the proposed rezoning application R23-10, Commercial Communication Tower, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

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

1. Application Type

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

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☒ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☐ Revision to
Original Project # _____
- ☐ Other _____

- SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance
- ☐ Sketch Plan
 - ☐ Preliminary Plan
 - ☐ Final Plat (Includes Minor Subdivision)
 - ☐ Exempt Subdivision
 - ☐ Final Plat Revision
 - ☐ Farmhouse Cluster

2. Project Data

Date of Application June 29, 2023

Name of Project Huntersville Center Phase # (if subdivision) _____

Project Address Holbrooks Road, Huntersville, NC

Parcel Identification Number(s) (PIN) p/o 019-10-116, p/o 019-10-113,

Current Zoning District NR Proposed District (for rezoning only) SP (CD)

Property Size (acres) _____ Street Frontage (feet) _____

Current Land Use Vacant & Industrial

Proposed Land Use(s) Communications Cell Tower

Is the project within Huntersville's corporate limits?
Yes p/o No p/o If no, does the applicant intend to voluntarily annex? yes

3. Description of Request

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

See attached plan.

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name BERKLEY GROUP III, LLC Phone _____
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature [Signature] Printed Name: BONNIE D. NEWELL

Title MANAGING PARTNER Email b-newell@bellsouth.net

Address of Applicant 19701 BETHEL CHURCH RD; SUITE 103-213 CORNELIUS NC 28031

7. Property Owner (if different than applicant)

*Printed Name See Consent filed with Town of Huntersville Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____ Printed Name _____

Title _____ Email _____

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

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

8. Development/Design Firm Contact Information

<u>BERKLEY GROUP III, LLC</u>	<u>BONNIE NEWELL</u>	<u>704 907-7104</u>	<u>b_newell@bellsouth.net</u>
Development Firm	Name of Contact	Phone	Email
<u>KIMLEY HORN</u>	<u>KEITH MARILLAND</u>	<u>919 417 4937</u>	<u>keith.mariland@kimley-horn.com</u>
Design Firm	Name of Contact	Phone	Email

Contact Information

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

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the “Joinder”) is executed this 31st day of August, 2023, by Greenway Recycling at North Meck, LLC a North Carolina limited liability company (“Owner”) in connection with that one certain General Application for a Conditional Rezoning (“Application”), for the Huntersville Center project filed, or to be filed, by Berkley Group III, LLC, a North Carolina limited liability company (“Applicant”) in connection with the property identified as part of Parcel Number 019-10-111 in the Town of Huntersville, Mecklenburg County, North Carolina.

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

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

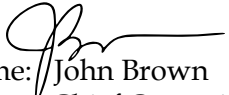
1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

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

OWNER:

GREENWAY RECYCLING AT NORTH MECK LLC,
a North Carolina limited liability company

By: 
Printed Name: John Brown
Title: Chief Operating Officer
Address: 19109 W. Catawba Ave., Suite 110
Cornelius, NC 28031

Date: 8/31/23

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the “Joinder”) is executed this 31st day of August, 2023, by Greenway Recycling at North Meck, LLC a North Carolina limited liability company (“Owner”) in connection with that one certain General Application for a Conditional Rezoning (“Application”), for the Huntersville Center project filed, or to be filed, by Berkley Group III, LLC, a North Carolina limited liability company (“Applicant”) in connection with the property identified as part of Parcel Number 019-10-113 in the Town of Huntersville, Mecklenburg County, North Carolina.

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

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

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

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

OWNER:

GREENWAY RECYCLING AT NORTH MECK LLC,
a North Carolina limited liability company

By: 
Printed Name: John Brown
Title: Chief Operating Officer
Address: 19109 W. Catawba Ave., Suite 110
Cornelius, NC 28031

Date: 8/31/23

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the “Joinder”) is executed this 31st day of August, 2023, by Greenway Waste Solutions, LLC a North Carolina limited liability company (“Owner”) in connection with that one certain General Application for a Conditional Rezoning (“Application”), for the Huntersville Center project filed, or to be filed, by Berkley Group III, LLC, a North Carolina limited liability company (“Applicant”) in connection with the property identified as part of Parcel Number 019-10-116 in the Town of Huntersville, Mecklenburg County, North Carolina.

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

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

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

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

OWNER:

GREENWAY RECYCLING AT NORTH MECK LLC,
a North Carolina limited liability company

By: 
Printed Name: John Brown
Title: Chief Operating Officer
Address: 19109 W. Catawba Ave., Suite 110
Cornelius, NC 28031

Date: 8/31/23

k:\ral_wireless\berkley_group\CAD\ZD\Rev6_08_24_23\ECor-GB.dwg 12/27/23 3:29 PM By: Robert Giesen

SITE DATA TABLE	
TOTAL ACREAGE:	6.00 AC
TOTAL SQUARE FEET:	261,264 SQ. FT.
PRINCIPAL USE(S) (Z.O ARTICLE 3)	COMMERCIAL COMMUNICATIONS TOWER
BUILDING TYPE (Z.O ARTICLE 3, 4, 8, AND 10)	N/A
ZONING DISTRICT:	SP(CD)
OVERLAY DISTRICT, IF APPLICABLE (ARTICLE 3 Z.O)	N/A
PERCENTAGE OF IMPERVIOUS SHOWN	SOUTH ACCESS W/ COMPOUND: EXISTING – 0 SQ. FT. (0.0%) PROPOSED – 6,700 SQ. FT. (2.6%) TOTAL – 6,700 SQ. FT. (2.6%)
LOT COUNT:	N/A
TOTAL NUMBER OF DWELLINGS (DETACHED/ATTACHED)	N/A
MIXED–USE# OF LIVE/WORK UNITS	N/A
LOT SIZE RANGE	N/A
LOT WIDTHS RANGE (Z.O ARTICLE 3)	N/A
SETBACKS AND BUILD–TO–LINES (Z.O ARTICLE 3, 4, AND 8)	N/A

NORTH ACCESS W/ COMPOUND: EXISTING – 0 SQ. FT. (0.0%) PROPOSED – 23,860 SQ. FT. (9.1%) TOTAL – 23,860 SQ. FT. (9.1%)

BERKLEY GROUP III_{LLC}

19701 BETHEL CHURCH ROAD, SUITE 103-213
CORNELIUS, NC 28031

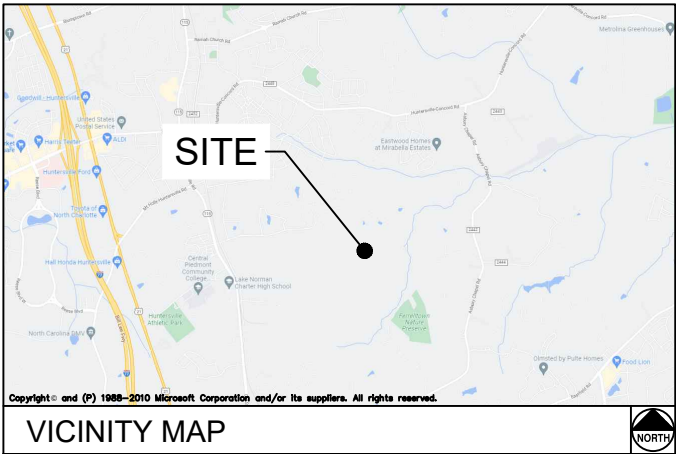
HUNTERSVILLE CENTER

SITE ADDRESS (E-911 TBD)

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY
LATITUDE: 35° 23' 58.60" N
LONGITUDE: 80° 49' 14.00" W
TAX/PIN #: 019-10-116, p/o 019-10-113, & p/o 019-10-111
ZONING: NR,TR

WATERSHED INFORMATION (Z.O ARTICLE 3 AND S.O SECTION 7.920)	
IS THE PROPERTY IN A REGULATED WATERSHED DISTRICT?	NO
WATERSHED DISTRICT:	N/A
LOW DENSITY/HIGH DENSITY	N/A
PERCENTAGE OF ALLOWABLE IMPERVIOUS AREA	12%
PERCENTAGE OF IMPERVIOUS AREA SHOWN ON PLANS	SOUTH ACCESS W/ COMPOUND: EXISTING – 0 SQ. FT. (0.0%) PROPOSED – 6,700 SQ. FT. (2.6%) TOTAL – 6,700 SQ. FT. (2.6%)
AMOUNT OF LOT AREA SET ASIDE FOR FUTURE IMPERVIOUS BY HOMEOWNER	N/A

NORTH ACCESS W/ COMPOUND: EXISTING – 0 SQ. FT. (0.0%) PROPOSED – 23,860 SQ. FT. (9.1%) TOTAL – 23,860 SQ. FT. (9.1%)



FROM CORNELIUS OFFICE: GET ON I-77 S FROM W CATAWBA AVE 1.0 MI;
FOLLOW I-77 S TO GILEAD RD IN HUNTERSVILLE. TAKE EXIT 23 FROM I-77 S
5.2 MI; DRIVE TO HOLBROOKS RD W 3.0 MI.

DRIVING DIRECTIONS

JURISDICTION:
TOWN OF HUNTERSVILLE

STATE:
NORTH CAROLINA

TOWER TYPE:
SELF SUPPORT

TOWER HEIGHT:
195'

NUMBER OF CARRIERS:
0 EXISTING, 3 PROPOSED

USE:
PROPOSED TELECOMMUNICATIONS TOWER
AND UNMANNED EQUIPMENT

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP
AREA 3710465000K DATED 11/16/2018 WITHIN
FLOOD ZONE X.

PROJECT SUMMARY

DEVELOPER
BERKLEY GROUP III, LLC
19701 BETHEL CHURCH ROAD, SUITE 103-213
CORNELIUS, NC 28031
PHONE: (704) 907-7104
ATTN: BONNIE NEWELL

POWER COMPANY
ENERGY UNITED
PHONE: (704) 892-0278
ATTN.: CUSTOMER SERVICE

PROPERTY OWNER
GREENWAY WASTE SOLUTIONS, LLC
19109 W CATAWBA AVE STE 200
CORNELIUS, NC 28033
PHONE: (704) 741-7867
ATTN.: CUSTOMER SERVICE

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (770) 545-6105
ATTN.: DAVID FRANKLIN

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
T2	HUNTERSVILLE TELECOMMUNICATIONS TOWER REZONING NOTES
--	TREE SURVEY AND FUTURE ACCESS ROAD (BY OTHERS)
C0	EXISTING CONDITIONS
C1.1	OVERALL SITE PLAN
C1.2	OVERALL SITE PLAN
C2	SITE PLAN
C2.1	CONCEPT GRADING PLAN
C2.2	CONCEPT UTILITY PLAN
C3	FENCE, GATE, AND COMPOUND DETAILS
C4	SITE SIGNAGE DETAILS
C5	ANTENNA AND TOWER ELEVATION DETAILS
L1	LANDSCAPING PLAN & NOTES

SHEET INDEX

HUNTERSVILLE TOWN PLANNING
105 GILEAD RD.
HUNTERSVILLE, NC 28078
PHONE: (704) 875-7000
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

BERKLEY GROUP III_{LLC}

PROJECT INFORMATION:

SITE NAME:
HUNTERSVILLE CENTER

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

PLANS PREPARED BY:

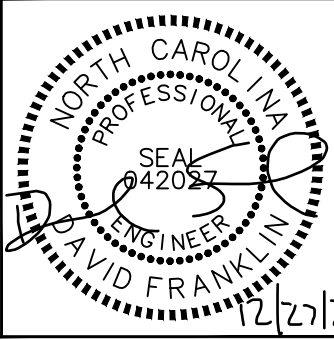
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF

LICENSER:



KHA PROJECT NUMBER:

019869008

DRAWN BY: CHECKED BY:

WJW

KRM

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

T1

k:\ra\wireless\berkeley_group\CAD\ZD\Rev6_06_24_23\ECor-GB.dwg 12/27/23 3:29 PM by: Robert Giesen

Huntersville Telecommunications Tower Rezoning Notes

1. Rezoning Petition. These rezoning notes comprise the development standards (“Development Standards”) associated with the Special Purpose Conditional District Rezoning Application (the “Rezoning Petition”) filed by the Berkley Group III, LLC (“Petitioner”) as conditional rezoning petition #R23-10 for a 6.00 acre tract of land identified on this site plan (the “Rezoning Plan”) as the Huntersville Center Telecommunications Tower (the “Project”) and other site plan information submitted to the Town of Huntersville on September 1, 2023 (the “Filing Date”), in connection with tax parcel number 01910116, 0191013 and 0191011 the “Property”). The purpose of the rezoning petition is to create a Special Purpose Conditional Zoning District for a Commercial Communication Tower use and other uses allowed in the SP(CD) zoning district. The SP-CD is applicable to the tract of land identified on the Site Plan (“Site”) as SP(CD).

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

3. Schematic Nature of Rezoning Plan. The exact location and configuration of the Commercial Communication Tower and associated equipment may be modified during design, engineering and construction phases of the development so long as the minimum ordinance standards are met, and the Commercial Communication Tower and associated equipment are located within the Site.

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

5. Permitted Uses. As shown on the Site Plan, the Property may be developed for a Commercial Communication Tower use, and any accessory uses to the Commercial Communication Tower use, subject to the development standards associated with such use. Residential use is not permitted in the 200’ buffer shown on the Rezoning Plan. Any labeling on the Rezoning Plan may be an indication of the current intention on the part of Petitioner but shall not restrict the Property in a manner that conflicts with the provisions of these Development Standards. In the event there is a conflict or inconsistency between these rezoning notes and the Rezoning Plan or application, these rezoning notes shall control.

6. Access. The proposed site access points, driveways and connections to roads are schematic in nature. To the extent permitted by applicable driveway permit requirements, future driveways, access points and road connections may cross the setback and shall not require a rezoning of the Property but shall otherwise comply with applicable driveway permit requirements. Access to the Property shall be as provided in the Rezoning Plan.

7. Buffers Yards/Landscaping. As more particularly depicted on the Rezoning Plan, the site shall include a 200’ buffer around the perimeter of the Tower. All Buffer Yards shall meet the requirements of Section 7.5 of the Ordinance. Grading is allowed in the buffers and any areas of the perimeter buffer and landscaped area that are disturbed shall be replanted according to standards outlined in the Ordinance. Grading and excavation are permitted for stream restoration in the buffers and in the existing landfill that is within the SP (CD).

8. Fencing. As more specifically depicted on the Rezoning Plan, the site will be fenced as required by the Ordinance.

9. Signage. Signage will comply with the requirements of the Ordinance.

10. Lightning. Lightning will comply with the requirements of the Ordinance.

11. Setback. The Communication Tower will be set back a minimum of 200’ from all adjacent residential or mixed-use property lines.

12. Annexation. Petitioner has agreed to submit a sufficient voluntary annexation petition prior to any final plat approvals.



PROJECT INFORMATION:

SITE NAME:
HUNTERSVILLE CENTER

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

PLANS PREPARED BY:

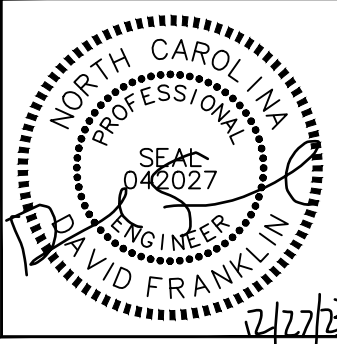
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF

LICENSER:



KHA PROJECT NUMBER:

019869008

DRAWN BY: CHECKED BY:

WJW

KRM

SHEET TITLE:

HUNTERSVILLE
TELECOMMUNICATIONS
TOWER
REZONING NOTES

SHEET NUMBER:

T2

JOEL H. PATTERSON III, PLS
LICENSE NUMBER: L-3717



DEED BOOK: 26440
PAGE: 914
DATED: 04/27/2011

60' Public R/W
Holbrooks Road

PARCEL ID: 01910114
GREENWAY WASTE SOLUTIONS, LLC
DB: 30832 PG: 937

PARCEL ID: 01910114
GREENWAY WASTE SOLUTIONS, LLC
DB: 30832 PG: 937

PARCEL ID: 01910113
GREENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC

PARCEL ID: 01910111
EENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC

PARCEL ID: 01910109
GREENWAY RECYCLING A

PARCEL ID: 01910116
GREENWAY WASTE SOLUTIONS, LLC
NO. 70017 DO. 744

PARCEL ID: 01910116
GREENWAY WASTE SOLUTIONS, LLC

PARCEL ID: 01910116
GREENWAY WASTE SOLUTIONS, LLC

TREE SURVEY OF A PORTION OF
GREENWAY WASTE SOLUTIONS AT
NORTH MECK, LLC

LEMLEY TOWNSHIP, MECKLENBURG COUNTY, NC

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
19109 W. CATAWBA AVENUE, SUITE 200
CORNELIUS, NC 28031

PATTERSON LAND SURVEYING, P.A.

NC LICENSE #: C-3390
P.O. BOX 5010, MOORESVILLE, NC 28117
PHONE: 704-663-0110 EMAIL: nattersonlandsurveying@gmail.com

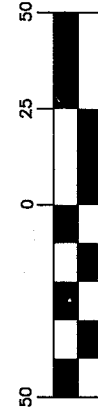
Drawn By: BWB	Checked By: JHP	Scale	Project No
Tax Parcel: 01010113		1" = 50'	23007

Date: December 22, 2023
 File: 23007 TreeSurvey.dwg
 Sheet N
 1 of 1

SURVEYOR NOTES

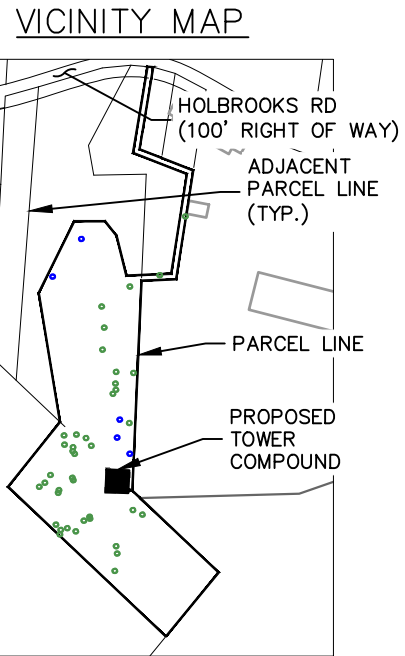
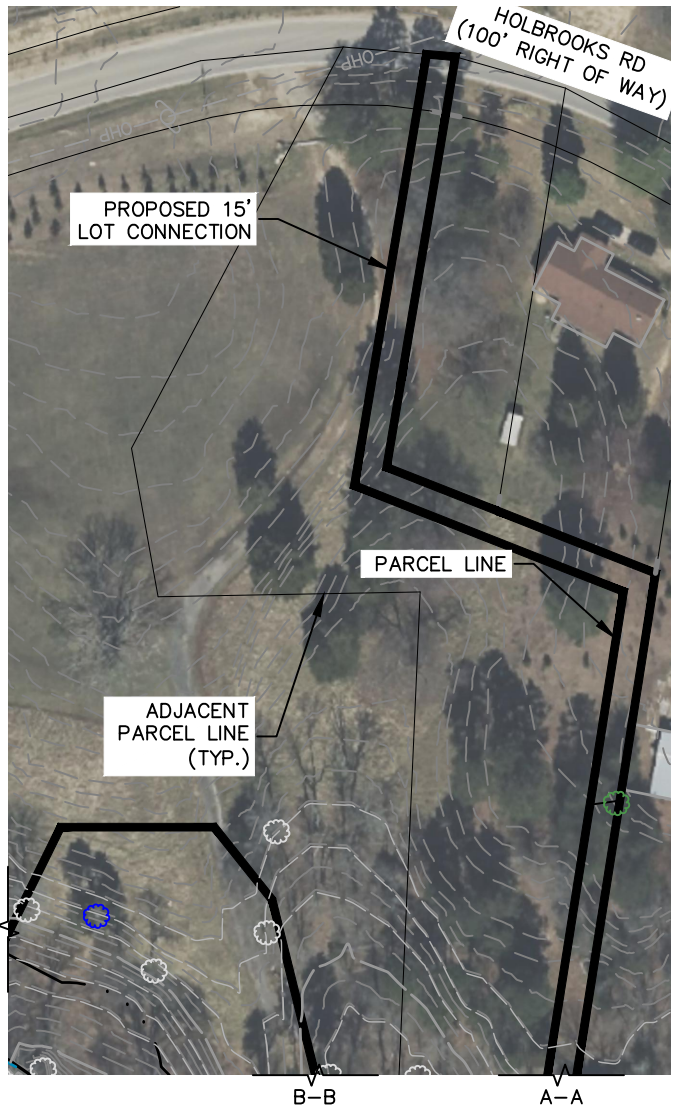
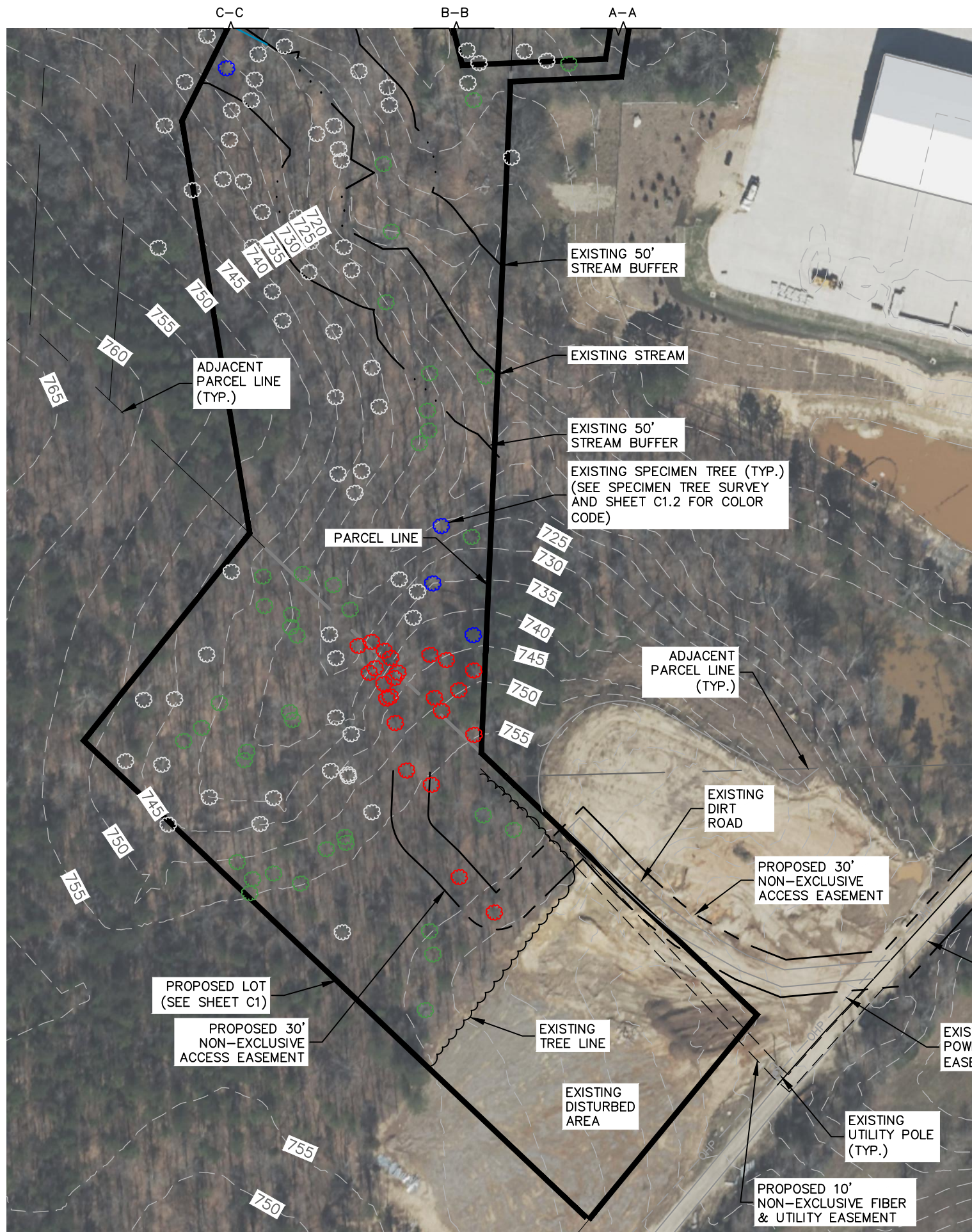
1. ALL DISTANCES SHOWN ARE IN US SURVEY FEET AND DECIMALS THEREOF AND ARE HORIZONTAL.
2. THIS SURVEY IS BASED ON US SURVEY POINTS, DECIMALS, AREA BY COORDINATE METHOD.
3. THIS SURVEY IS BASED ON DEED BOOK 26440 PAGE 914 AS RECORDED AT THE MECKLENBURG COUNTY CLERK'S OFFICE.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY.
5. THE PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS OF WAY, EASEMENTS, ENCUMBRANCES, COVENANTS, CONDITIONS, RESTRICTIONS, AND OTHER INTERESTS.
6. THE SUBJECT PARCEL LIES WITHIN A SUBDIVISION PREVIOUSLY TIED TO NC GRID.
7. A. BASIS OF BEARINGS: DEED BOOK: 26440, PAGE: 914 - DATED: 04/27/2011.
B. POINTS MARKED "BOUND" OR "AS SHOWN" ARE CONSIDERED "BOUND" UNLESS OTHERWISE NOTED.
8. THE LOCATION OF UTILITIES AS SHOWN HEREON, WHETHER PUBLIC OR PRIVATE, ARE BASED ON THE LOCATION OF VISIBLE ABOVE GROUND APPEARANCES ONLY. OTHER UTILITIES WHICH WERE NOT VISIBLE OR KNOWN TO THE SURVEYOR ARE NOT SHOWN. THE SURVEYOR HAS MADE AN ATTEMPT TO VERIFY THE LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. FURTHER LAND SURVEYING, E.A. CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UTILITIES.
9. THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
10. THIS PROPERTY LIES IN FLOOD ZONE "X" AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL 371004004, WITH AN EFFECTIVE DATE OF 11/16/2019.

GRAPHIC SCALE



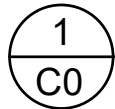
(IN FEET)
1 inch = 50 feet

k:\ra\wireless\berkeley_group\CAD\ZD\Rev6_08_24_23\ECor-GB.dwg 12/27/23 3:29 PM by: Robert Giesen



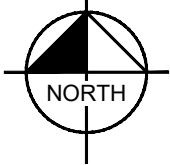
NOTE:

- THE CURRENT SITE DOES NOT CONTAIN THE FOLLOWING:
 - WETLANDS
 - OPEN FIELDS/MEADOWS, SCENIC VIEWS
 - SIGNIFICANT WILDLIFE HABITAT
 - PRIME AGRICULTURAL FARMLAND
 - HISTORIC, ARCHEOLOGICAL, OR CULTURAL FEATURES
 - AQUIFERS OR RECHARGE AREAS
 - CEMETERIES
 - TRAILS
 - TACKS
 - ROADS
- THE EXISTING LAYOUT IS BASED OFF SURVEY PROVIDED BY PATTERSON LAND SURVEYING, P.A. DATED 08/01/23
- KIMLEY-HORN HAS NOT CONDUCTED A SITE VISIT



EXISTING CONDITIONS

SCALE: 1" = 100'



BERKLEY GROUP III LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERSVILLE CENTER

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

PLANS PREPARED BY:

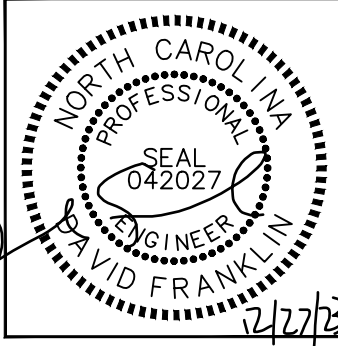
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF

LICENSER:



KHA PROJECT NUMBER:

019869008

DRAWN BY: CHECKED BY:

WJW

KRM

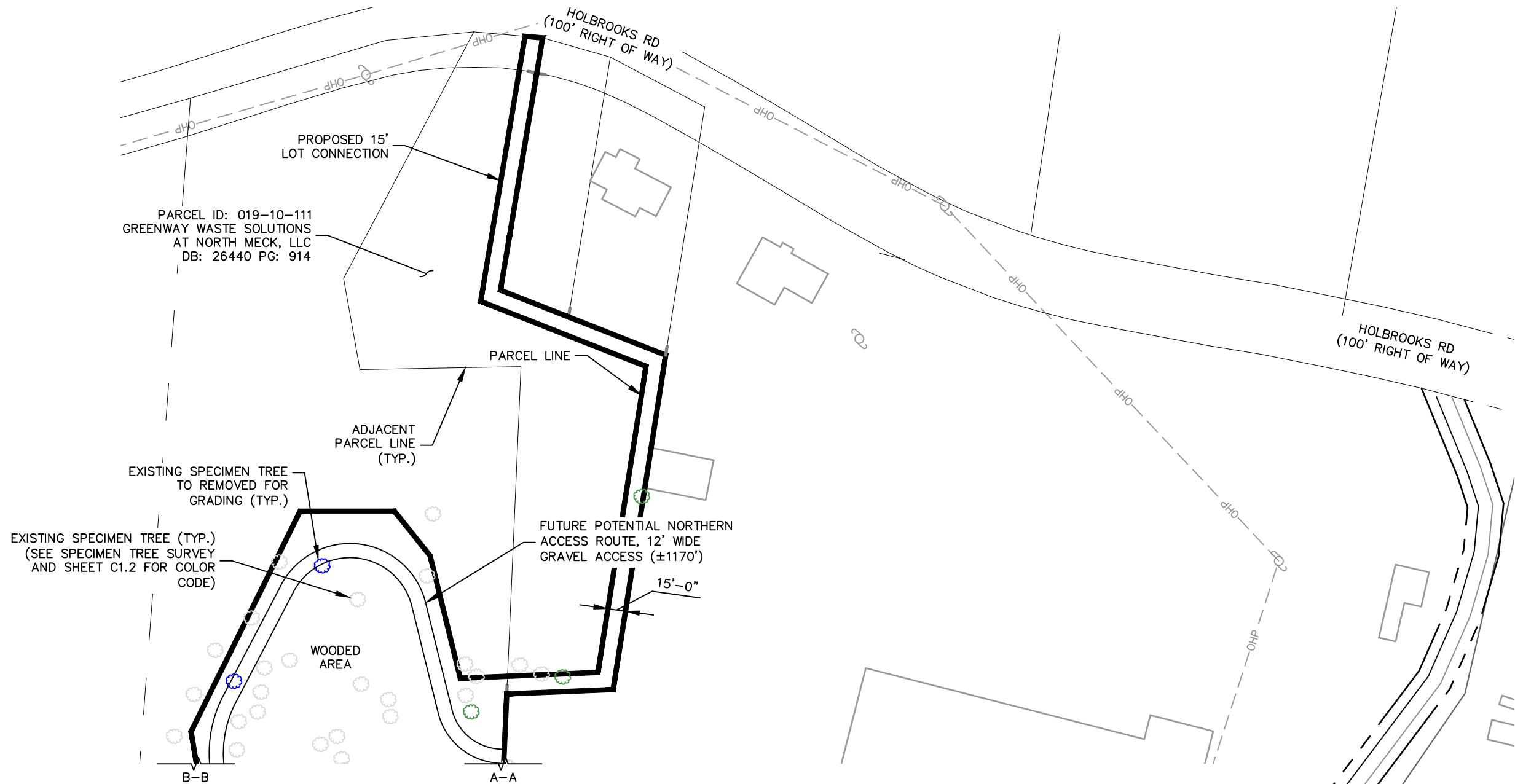
SHEET TITLE:

**EXISTING
CONDITIONS**

SHEET NUMBER:

C0

k:\raL_wireless\berkeley_group\CAD\ZD\Rev6_08_24_23\ECor-GB.dwg 12/27/23 3:30 PM by: Robert Giesen



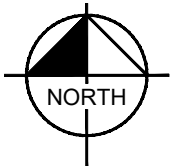
LEGEND

- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING PROPERTY LINE TO BE RELOCATED

SURVEY NOTE:
1. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY PATTERSON LAND SURVEYING, P.A. DATED 08/01/23.
2. KIMLEY-HORN HAS NOT CONDUCTED A SITE VISIT.

1 PROPOSED PROPERTY LINES (LOT)
C1.1 SCALE: 1" = 100'

(SEE SHEET C1.2)



PROJECT INFORMATION:

SITE NAME:
HUNTERSVILLE CENTER

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

PLANS PREPARED BY:

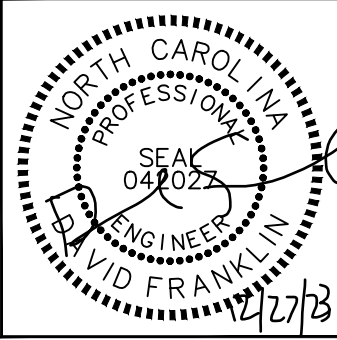
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF

LICENSER:



KHA PROJECT NUMBER:

019869008

DRAWN BY: CHECKED BY:

WJW

KRM

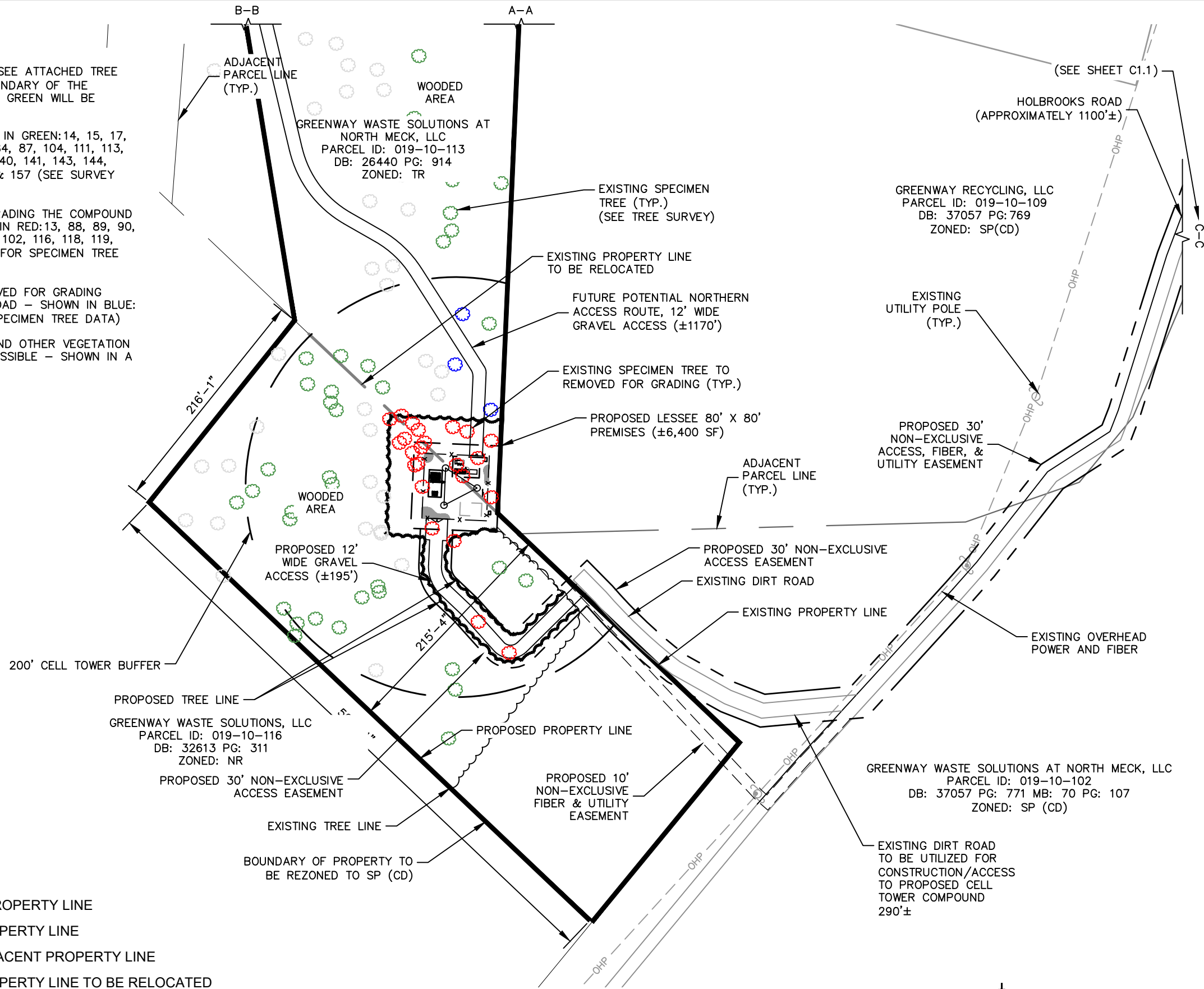
SHEET TITLE:

**OVERALL SITE
PLAN**

SHEET NUMBER:

C1.1

- NOTE:**
- 125 SPECIMEN TREES WHERE SURVEYED (SEE ATTACHED TREE SURVEY), 5 TREES ARE OUTSIDE THE BOUNDARY OF THE REZONING. 40 SPECIMEN TREES SHOWN IN GREEN WILL BE SAVED.
 - SPECIMEN TREES TO BE SAVED – SHOWN IN GREEN: 14, 15, 17, 18, 19, 21, 24, 25, 33, 37, 49, 68, 81, 84, 87, 104, 111, 113, 114, 115, 129, 130, 133, 137, 138, 139, 140, 141, 143, 144, 145, 146, 149, 150, 151, 152, 155, 156, & 157 (SEE SURVEY FOR SPECIMEN TREE DATA)
 - SPECIMEN TREES TO BE REMOVED FOR GRADING THE COMPOUND AND SOUTHERN ACCESS ROAD – SHOWN IN RED: 13, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 101, 102, 116, 118, 119, 120, 124, 136, 153, & 154 (SEE SURVEY FOR SPECIMEN TREE DATA)
 - POTENTIAL SPECIMEN TREES TO BE REMOVED FOR GRADING FUTURE POTENTIAL NORTHERN ACCESS ROAD – SHOWN IN BLUE: 6, 11, 34, 61, & 74 (SEE SURVEY FOR SPECIMEN TREE DATA)
 - ALL REMAINING EXISTING ONSITE TREES AND OTHER VEGETATION SHALL BE PRESERVED TO THE EXTENT POSSIBLE – SHOWN IN A LIGHT GREY OR NOTED AS WOODED AREA.



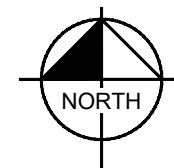
LEGEND

- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING PROPERTY LINE TO BE RELOCATED

SURVEY NOTE:

- PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY PATTERSON LAND SURVEYING, P.A. DATED 08/01/23.
- KIMLEY-HORN HAS NOT CONDUCTED A SITE VISIT.

1
C1.2
PROPOSED PROPERTY LINES (LOT)
SCALE: 1" = 100'



BERKLEY GROUP III LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERSVILLE CENTER

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

PLANS PREPARED BY:

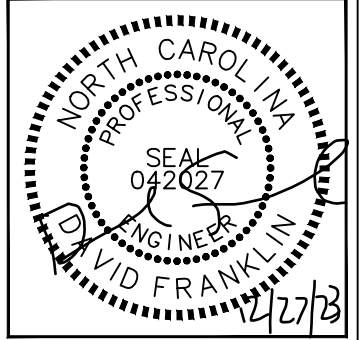
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF

LICENSER:



KHA PROJECT NUMBER:

019869008

DRAWN BY: CHECKED BY:

WJW KRM

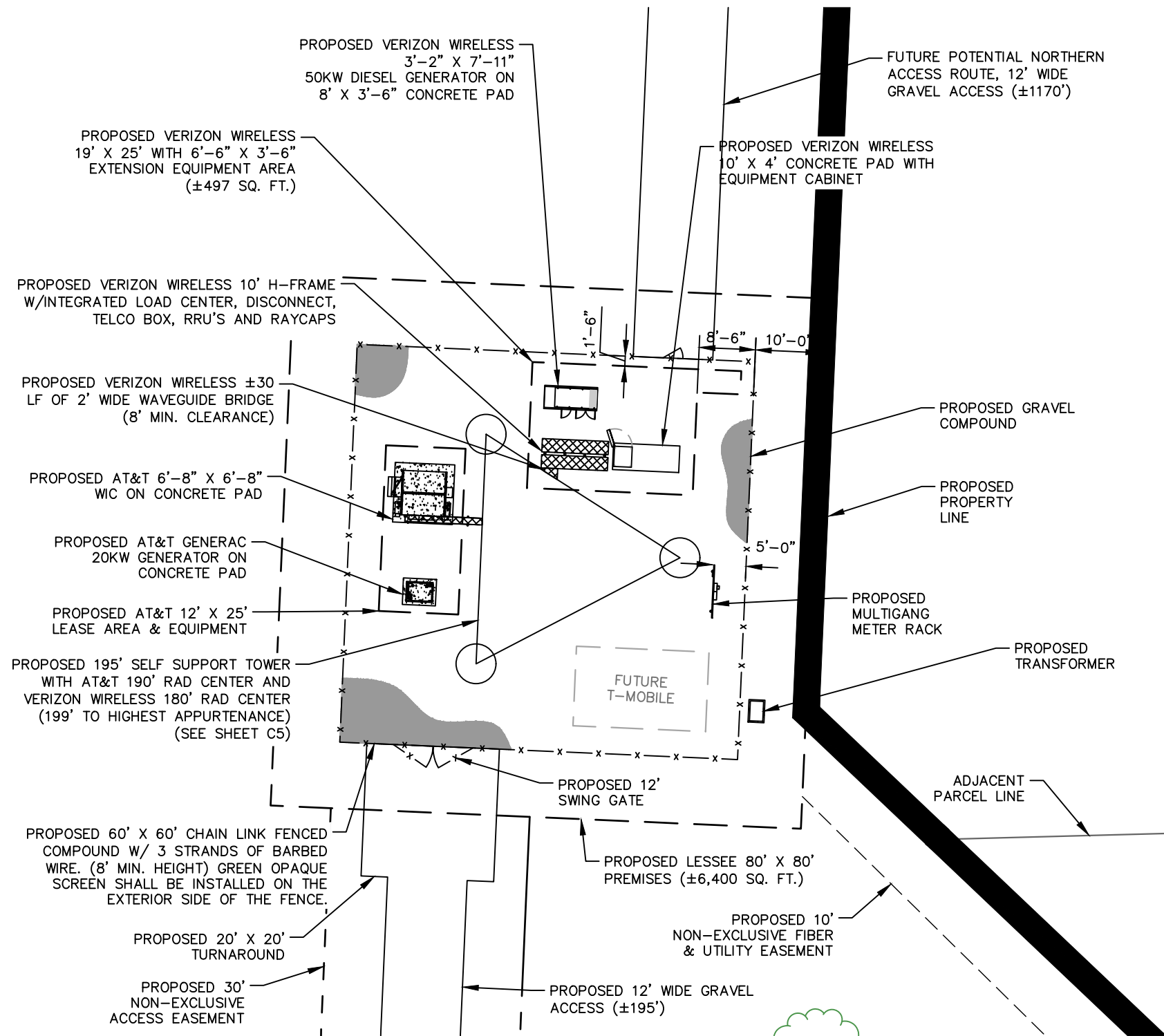
SHEET TITLE:

OVERALL SITE
PLAN

SHEET NUMBER:

C1.2

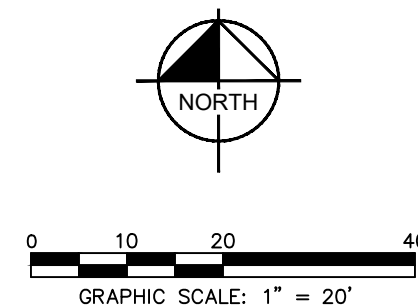
k:\ra\wireless\berkeley_group\CAD\ZD\Rev6_08_24_23\ECor-GB.dwg 12/27/23 3:30 PM by: Robert Giesen



1 SITE PLAN
C2 SCALE: 1" = 20'

SITE DATA TABLE	
TOTAL ACREAGE:	6.00 AC
TOTAL SQUARE FEET:	261,264 SQ. FT.
PRINCIPAL USE(S) (Z.O ARTICLE 3)	COMMERCIAL COMMUNICATIONS TOWER
BUILDING TYPE (Z.O ARTICLE 3, 4, 8, AND 10)	N/A
ZONING DISTRICT:	SP(CD)
OVERLAY DISTRICT, IF APPLICABLE (ARTICLE 3 Z.O)	N/A
PERCENTAGE OF IMPERVIOUS SHOWN	EXISTING - 0 SQ. FT. (0.0%) PROPOSED - 6,700 SQ. FT. (2.6%) TOTAL - 6,700 SQ. FT. (2.6%)
LOT COUNT:	N/A
TOTAL NUMBER OF DWELLINGS (DETACHED/ATTACHED)	N/A
MIXED-USE# OF LIVE/WORK UNITS	N/A
LOT SIZE RANGE	N/A
LOT WIDTHS RANGE (Z.O ARTICLE 3)	N/A
SETBACKS AND BUILD-TO-LINES (Z.O ARTICLE 3, 4, AND 8)	N/A

NORTH ACCESS W/ COMPOUND: EXISTING - 0 SQ. FT. (0.0%) PROPOSED - 23,860 SQ. FT. (9.1%) TOTAL - 23,860 SQ. FT. (9.1%)



PROJECT INFORMATION:

SITE NAME:
HUNTERSVILLE CENTER

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

PLANS PREPARED BY:

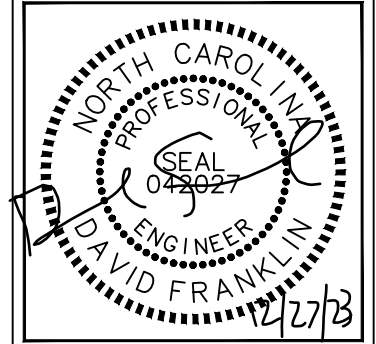
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF

LICENSER:



KHA PROJECT NUMBER:

019869008

DRAWN BY: CHECKED BY:

WJW

KRM

SHEET TITLE:

SITE PLAN

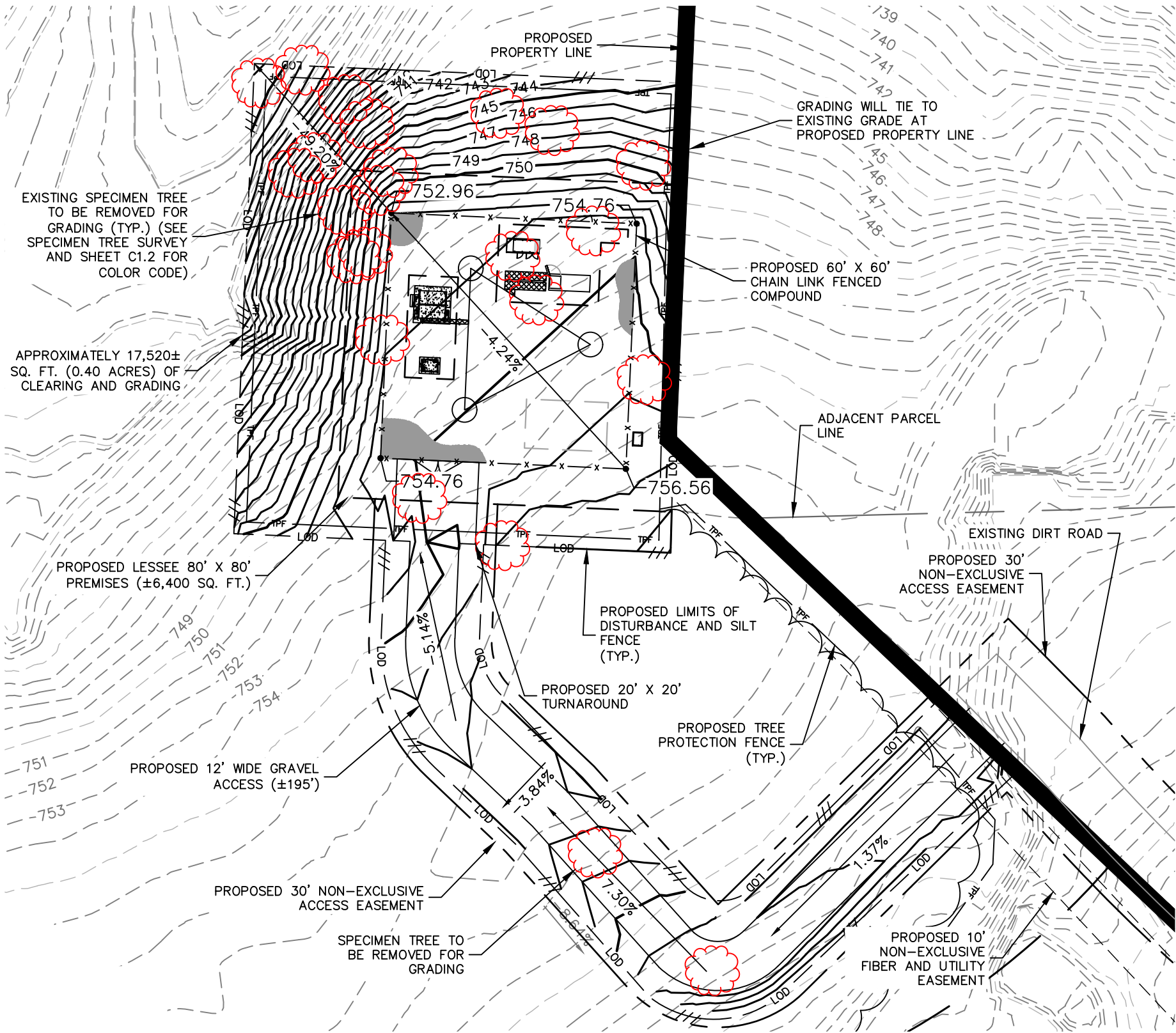
SHEET NUMBER:

C2

NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 17,520± SQ. FT. (0.40 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER. IF DURING THE BID WALK OR CONSTRUCTION IT IS DETERMINED THAT MORE THAN (1) ACRE OF LAND IS TO BE DISTURBED FOR CONSTRUCTION AN EROSION AND SEDIMENTATION CONTROL PLAN MUST BE FILED 30 DAYS PRIOR TO CONSTRUCTION.

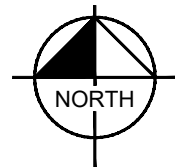
LEGEND

EXISTING CONTOURS ———
PROPOSED CONTOURS ———
LOD/SILT FENCE ——— LOD ———
TPF ——— TPF ——— TPF ———
EXISTING SPOT ELEVATION x XXX
PROPOSED SPOT ELEVATION ● XXX



NOTE:
FUTURE POTENTIAL NORTHERN ACCESS ROAD NOT SHOWN FOR CLAIRITY.

1 GRADING PLAN
C2.1 SCALE: 1" = 30'



BERKLEY GROUP III LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERSVILLE CENTER

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

PLANS PREPARED BY:

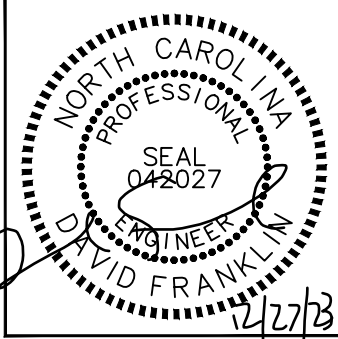
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4260
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF

LICENSER:



KHA PROJECT NUMBER:

019869008

DRAWN BY: CHECKED BY:

WJW KRM

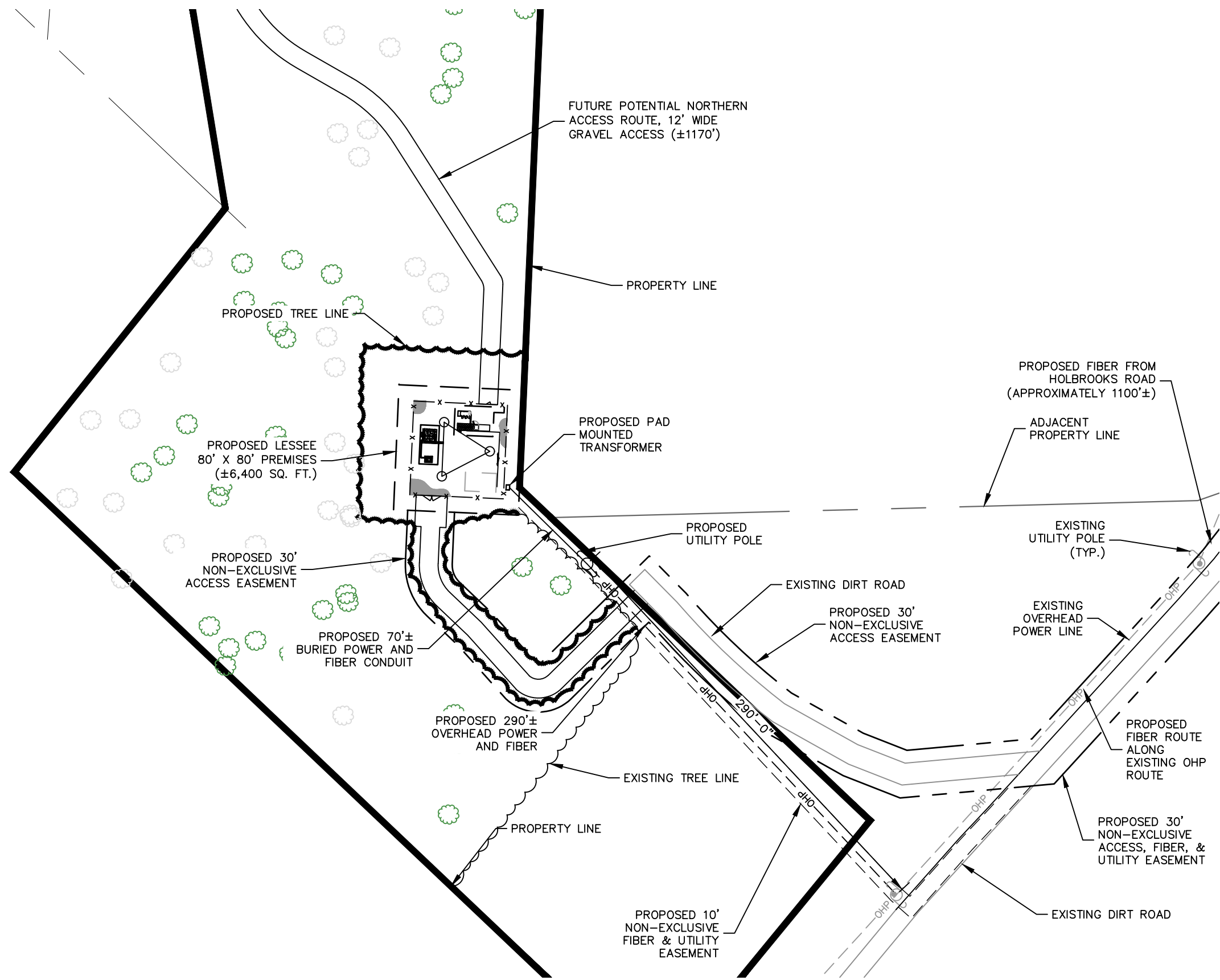
SHEET TITLE:

**CONCEPT
GRADING PLAN**

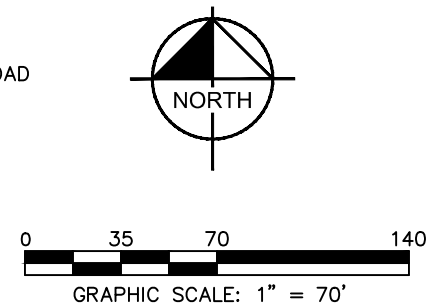
SHEET NUMBER:

C2.1

k:\ra\wireless\berkeley_group\CAD\ZD\Rev6_08_24_23\ECor-GB.dwg 12/27/23 3:30 PM by: Robert Giesen



1
C2.2
UTILITY PLAN
SCALE: 1" = 70'



BERKLEY GROUP III LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERSVILLE CENTER

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

PLANS PREPARED BY:

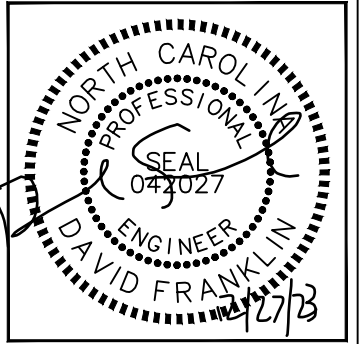
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF

LICENSER:



KHA PROJECT NUMBER:

019869008

DRAWN BY: CHECKED BY:

WJW KRM

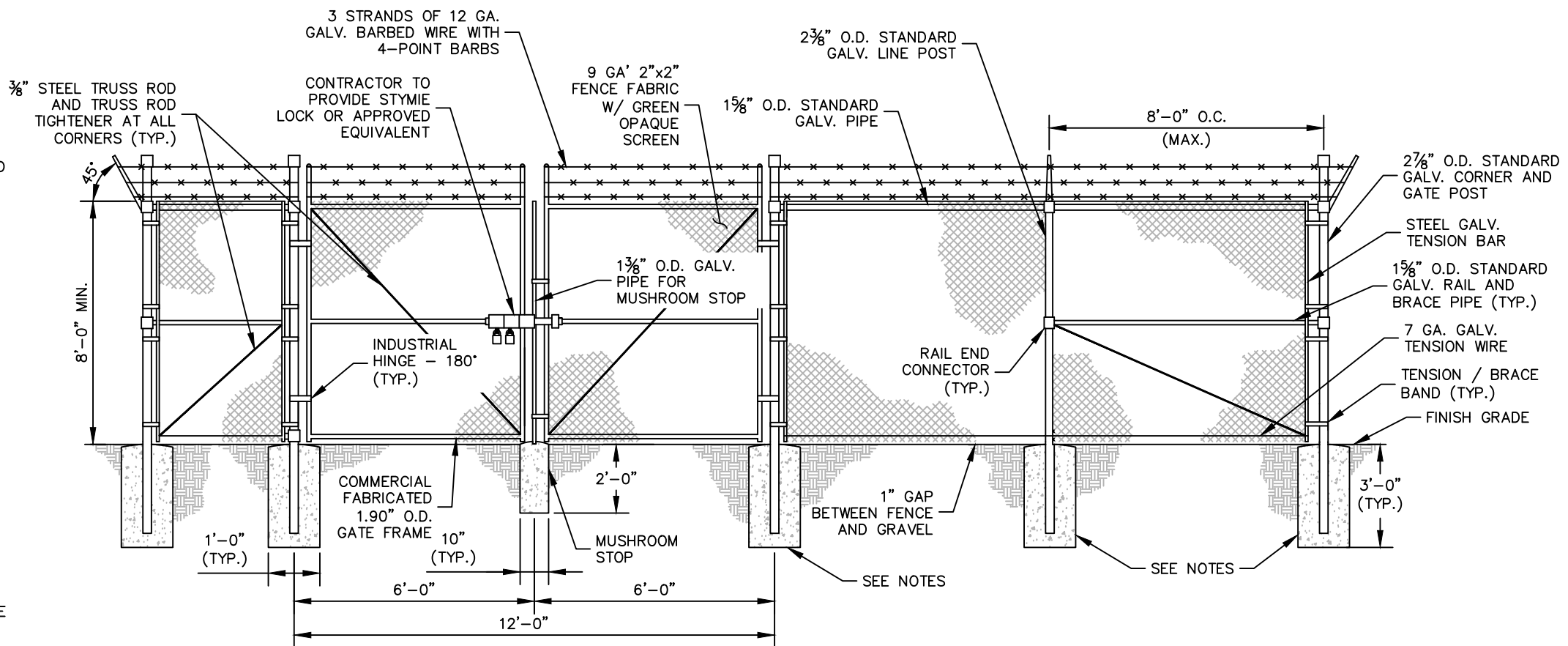
SHEET TITLE:

CONCEPT UTILITY
PLAN

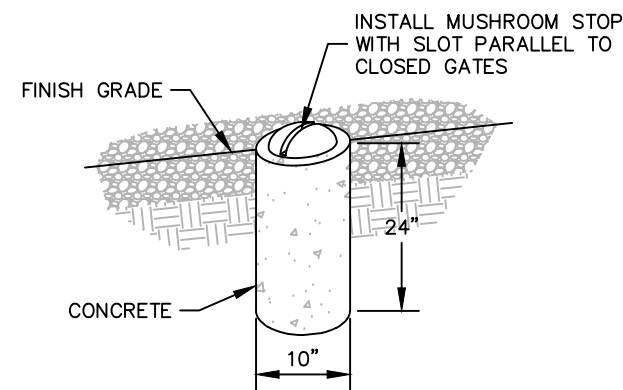
SHEET NUMBER:

C2.2

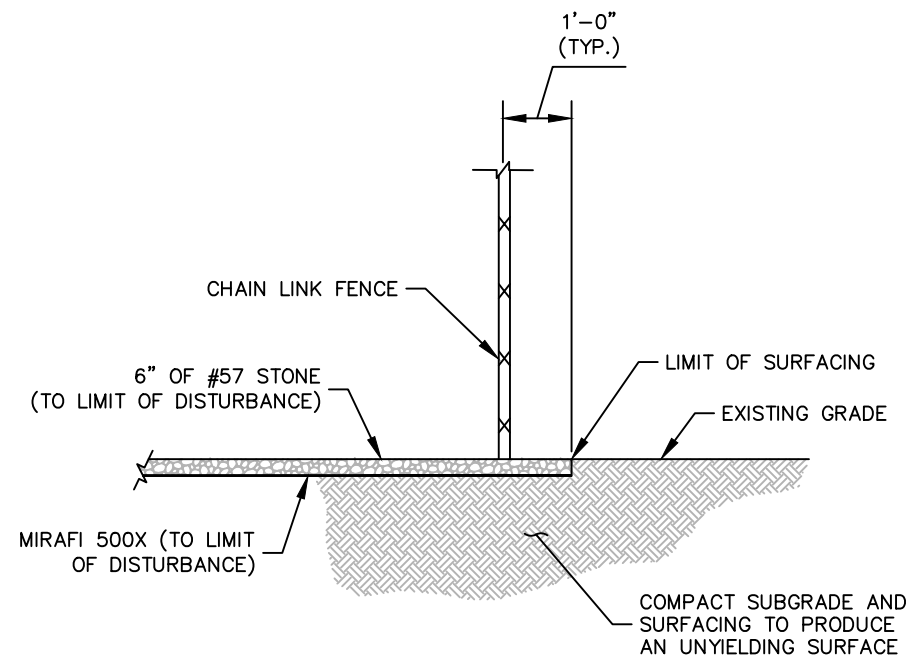
1. USE 3,000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



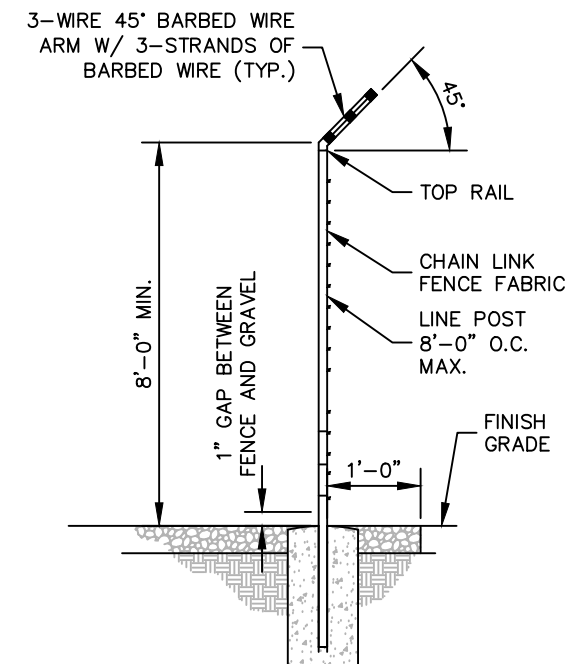
1 CHAIN LINK FENCE AND GATE ELEVATION
C3 NOT TO SCALE



2 MUSHROOM STOP
C3 NOT TO SCALE



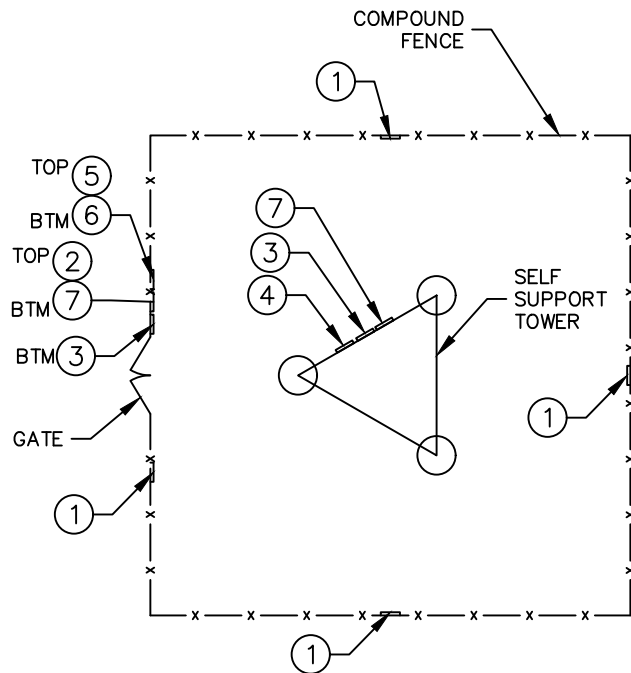
3 SITE COMPOUND SURFACE DETAIL



4 SECTION AT FENCE
C3 NOT TO SCALE

C3

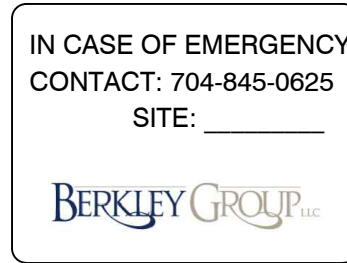
k:\ral_wireless\berkeley_group\CAD\ZD\Rev6_08_24_23\ECor-GB.dwg 12/27/23 3:31 PM by: Robert Giesen



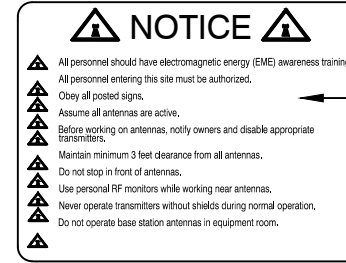
1
C4
SIGN PLACEMENT PLAN VIEW
NOT TO SCALE



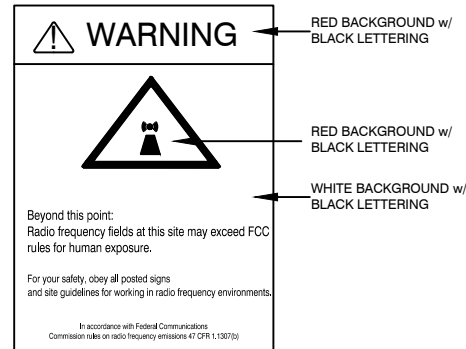
1 NO-TRESPASSING SIGN
18" HIGH X 24" WIDE
(OPERATIONS PROVIDED)



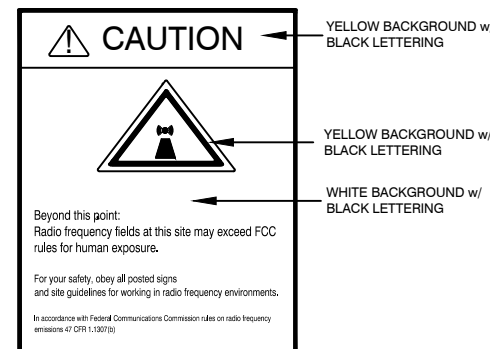
2 SITE ID SIGN
18" HIGH X 24" WIDE
(OPERATIONS PROVIDED)



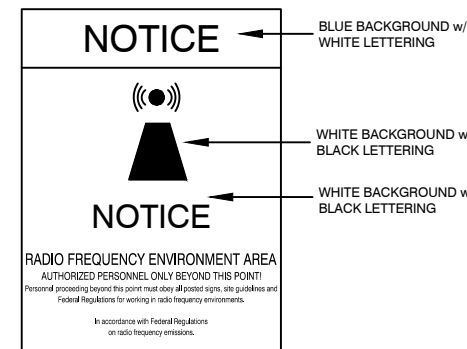
3 NOTICE-RFE SIGN
12" HIGH X 18" WIDE
(OPERATIONS PROVIDED)



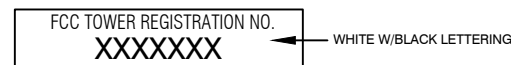
4 WARNING-RF SIGN (RED)
12" WIDE X 18" HIGH



5 CAUTION-RF SIGN (YELLOW)
12" WIDE X 18" HIGH

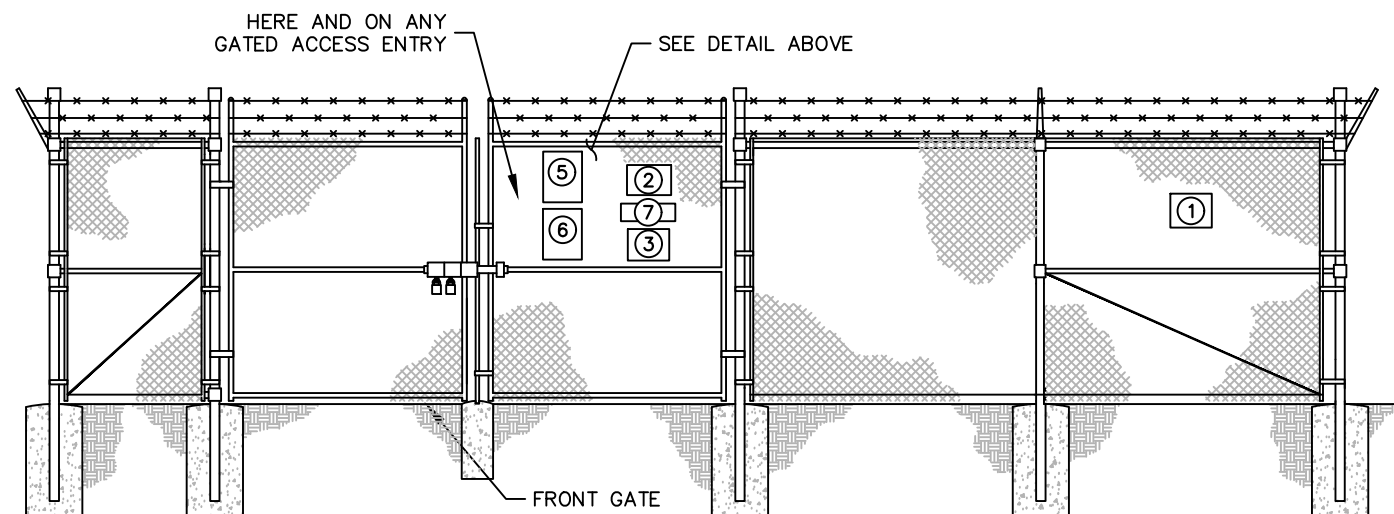


6 NOTICE-RF SIGN (BLUE)
12" WIDE X 18" HIGH



7 FCC REGISTRATION SIGN
20" WIDE X 4" HIGH

2
C4
TYPICAL SIGNS AND SPECIFICATIONS
NOT TO SCALE



3
C4
SIGN PLACEMENT FRONT GATE VIEW
NOT TO SCALE

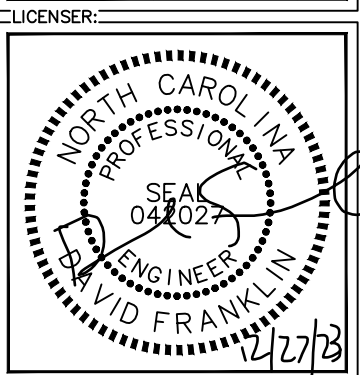
SIGNAGE NOTES:
1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.



PROJECT INFORMATION:
SITE NAME:
HUNTERSVILLE CENTER
15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

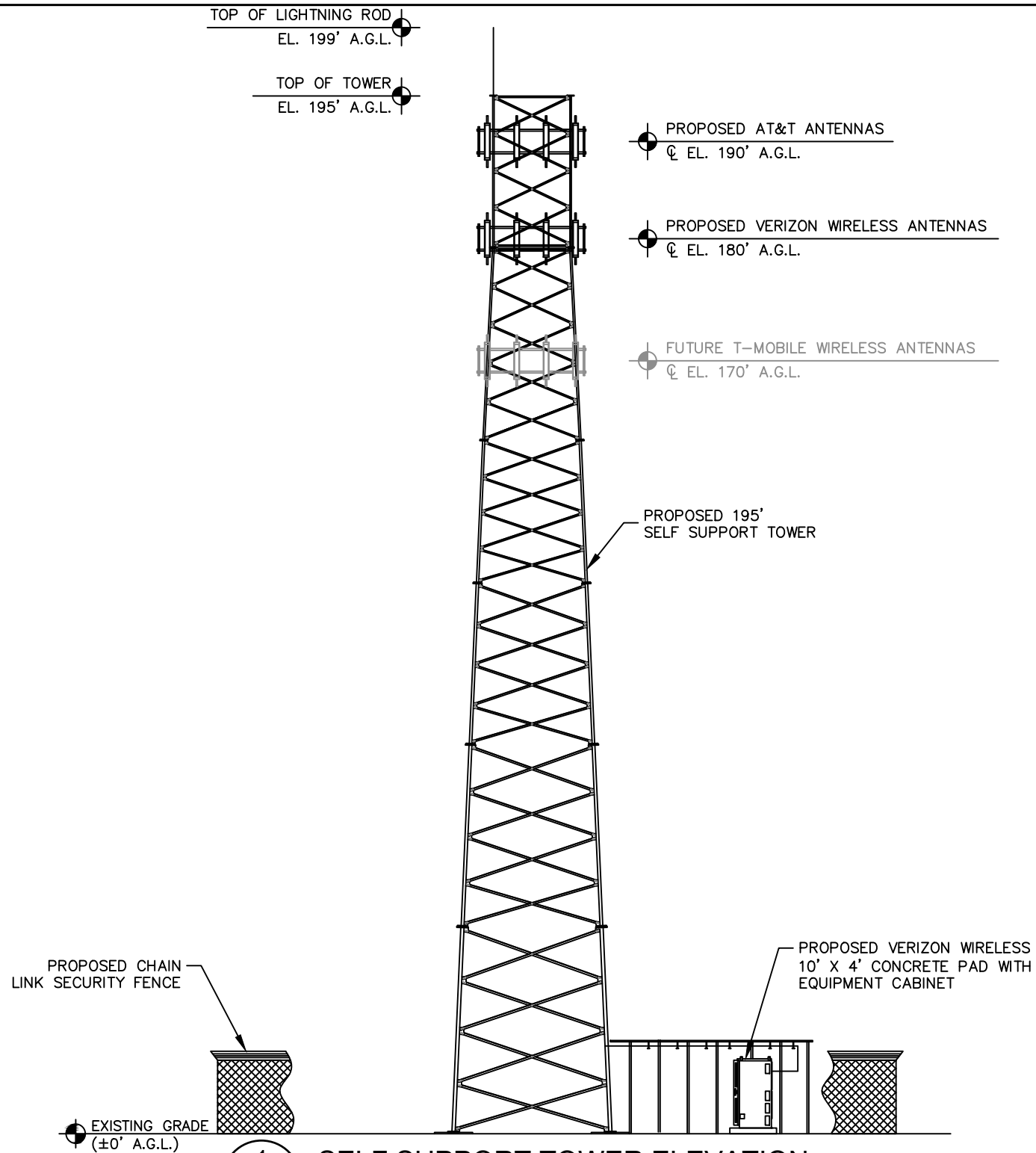
PLANS PREPARED BY:
Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV:	DATE:	ISSUED FOR:	BY:
8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF



LICENSER:
KHA PROJECT NUMBER:
019869008
DRAWN BY: WJW CHECKED BY: KRM
SHEET TITLE:
SITE SIGNAGE
DETAILS
SHEET NUMBER:
C4

k:\ra_wireless\berkley_group\CAD\ZD\Rev6_08_24_23\ECor-GB.dwg 12/27/23 3:31 PM by: Robert Giesen



1
C5 **SELF SUPPORT TOWER ELEVATION**
NOT TO SCALE

NOTES:

1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON TOWER DESIGN DRAWINGS BY OTHERS.
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY. TOWER DOES NOT REQUIRE LIGHTING.
3. COAX/FIBER CABLE LENGTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY CORRECT LENGTH IN FIELD AT TIME OF CONSTRUCTION.
4. PROPOSED TOWER WILL BE GALVANIZED STEEL-GRAY IN COLOR.
5. AT&T GROUND EQUIPMENT NOT SHOWN FOR CLARITY.

BERKLEY GROUP III LLC

PROJECT INFORMATION:
SITE NAME:
HUNTERSVILLE CENTER

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

PLANS PREPARED BY:
Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV:	DATE:	ISSUED FOR:	BY:
8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF

LICENSER:

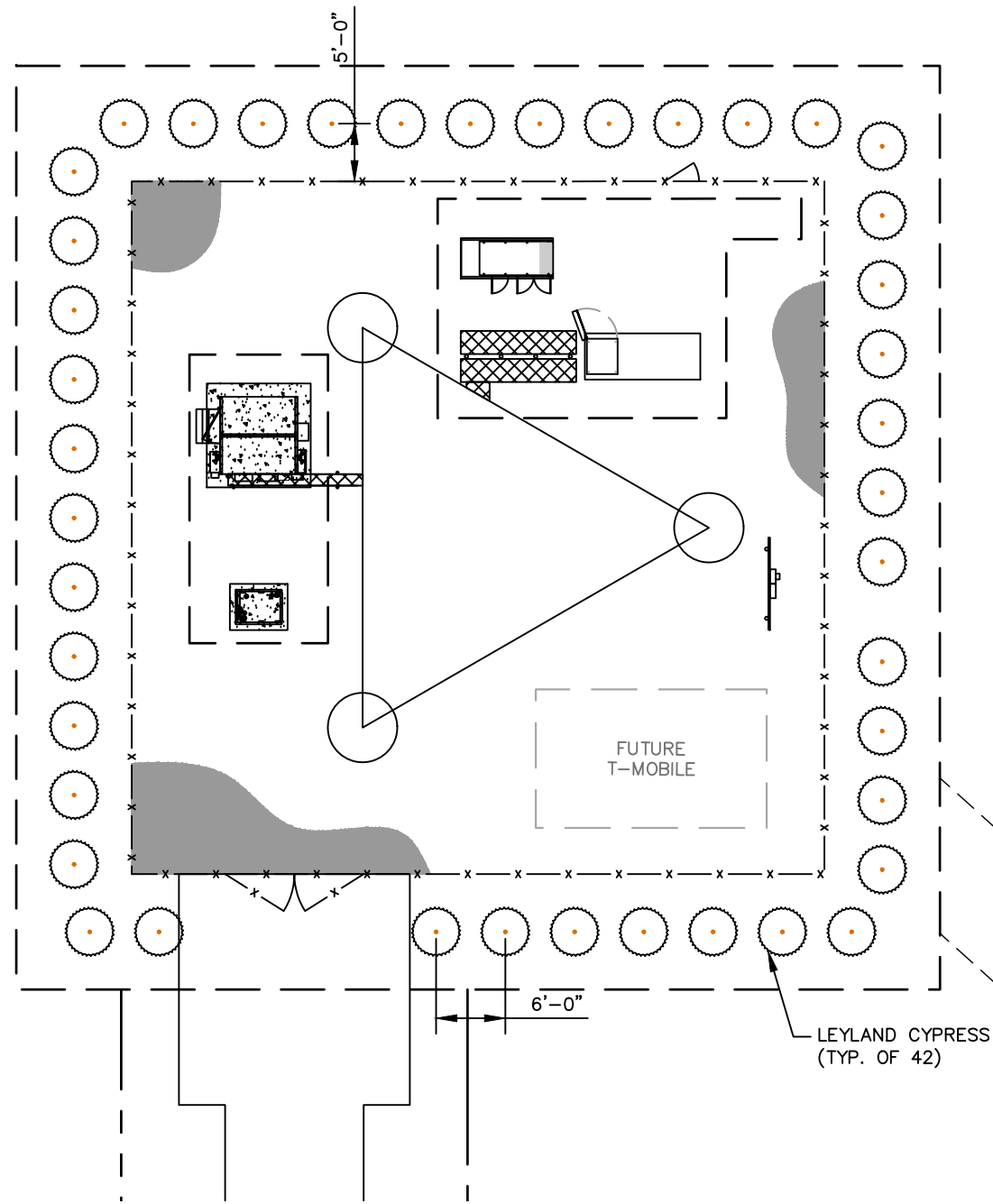
KHA PROJECT NUMBER:
019869008

DRAWN BY: WJW CHECKED BY: KRM

SHEET TITLE:
**ANTENNA AND
TOWER ELEVATION
DETAILS**

SHEET NUMBER:
C5

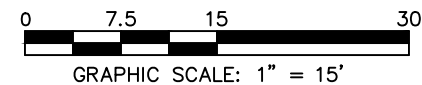
k:\ra\wireless\berkley_group\CAD\ZD\Rev6_08_24_23\ECor-GB.dwg 12/27/23 3:32 PM by: Robert Giesen



1 LANDSCAPING PLAN
L1 SCALE: 1" = 15'

GENERAL LANDSCAPE NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF HIS WORK WITH THAT OF ALL OTHER CONTRACTORS. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES. PRIOR TO COMMENCEMENT OF ANY WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE GROUND AND UNDERGROUND UTILITIES.
2. THE QUALITY AND SIZE OF ALL PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT STANDARDS AS SET FORTH IN ANSI Z60.180 - AMERICAN STANDARD FOR NURSERY STOCK.
3. ALL DISTURBED AREAS NOT COVERED BY HARDSCAPE OR PLANT MATERIALS SHALL BE COVERED WITH SEED AND STRAW.
4. PLANT SUBSTITUTION MAY BE PERMITTED ONLY AFTER PROOF THAT SPECIFIED PLANTS ARE UNAVAILABLE AND THE REQUEST HAS BEEN SUBMITTED TO THE OWNER OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL PROVIDE THE NEAREST EQUIVALENT OBTAINABLE SIZE AND VARIETY OF THE PLANT HAVING THE SAME ESSENTIAL CHARACTERISTICS AS THE PLANT SPECIFIED
5. MINOR PLANT LOCATION ADJUSTMENTS MAY BE MADE IN THE FIELD TO ENSURE ACCESS TO UTILITY JUNCTION BOXES, FREE SITE LIGHTING OF FUTURE TREE CANOPY INTERFERENCE AND ALLOW UNINHIBITED PEDESTRIAN / VEHICULAR CIRCULATION ON ALL PAVEMENTS OR FOUNDATIONS.
6. ALL SHRUB MASSES OF TWO OR MORE SHALL BE EDGED INTO A PLANTING BED AND MULCHED PER DETAIL. ALL INDIVIDUAL TREES AND SHRUBS SHALL HAVE A MULCH SAUCER EQUAL IN DIAMETER TO THE PLANTING PIT DIAMETER AND SHALL BE MULCHED AS SHOWN ON THE DETAILS. UNLESS OTHERWISE INDICATED, ALL BED EDGES SHALL BE A DEEP CUT CLEAN SPADE EDGE.
7. THE CONTRACTOR SHALL VERIFY THAT EACH TREE OR SHRUB PIT WILL DRAIN BEFORE INSTALLING PLANT MATERIAL. HE SHALL FILL THE HOLE WITH SIX INCHES (6") OF WATER THAT SHOULD PERCOLATE OUT WITHIN TWENTY-FOUR HOURS. SHOULD ANY AREA NOT DRAIN PROPERLY, A PERFORATED DRAIN LINE SHALL BE INSTALLED, OR THE PLANTS RELOCATED.
8. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IF HE ENCOUNTERS ANY UNSUITABLE SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PAN, UTILITY LINES, OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS. SHOULD THE CONTRACTOR NOT NOTIFY THE OWNER OF A PROBLEM AREA, HE WARRANTS THAT THE AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF ALL PLANTS INSTALLED.
9. THE CONTRACTOR SHOULD VERIFY LANDSCAPING/TREE PLANTING LOCATIONS WITH THE PUBLIC UTILITIES DEPARTMENT TO AVOID CONFLICTS WITH WATER, SEWER, AND GAS LINES.
10. PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLE SUPERIOR IN FORM, COMPACTNESS AND SYMMETRY. THEY SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECT ADULT EGGS, PUPAE OR LARVAE. THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH.
11. THERE SHALL BE NO CIRCLING OR GIRDLING ROOTS. CIRCLING ROOTS SHOULD BE CUT IN AT LEAST ONE PLACE.
12. THERE SHOULD BE ONE DOMINANT LEADER TO THE TOP OF THE TREE WITH THE LARGEST BRANCHES SPACED AT LEAST 6 INCHES APART. THERE CAN BE TWO LEADERS IN THE TOP 10% OF THE TREE IF IT IS OTHERWISE OF GOOD QUALITY.
13. THE TREE CANOPY SHOULD BE SYMMETRICAL AND FREE OF LARGE VOIDS. CLEAR TRUNK SHOULD BE NO MORE THAN 40% OF TREE HEIGHT UNLESS OTHERWISE SPECIFIED IN THE PLANTING SPECIFICATIONS. CLEAR TRUNK SHALL BE OF SUFFICIENT HEIGHT TO CLEAR SURROUNDING USES THAT MAY BE IMPACTED BY THE FUTURE GROWTH OF THE TREE.
14. OPEN TRUNK AND BRANCH WOUNDS SHALL BE LESS THAN 10% OF THE CIRCUMFERENCE AT THE WOUND AND NO MORE THAN 2 INCHES TALL. PROPERLY MADE PRUNING CUTS ARE NOT CONSIDERED OPEN TRUNK WOUNDS. THERE SHOULD BE NO CONKS OR BLEEDING, AND THERE SHOULD BE NO SIGNS OF INSECTS OR DISEASE ON MORE THAN 5% OF THE TREE.
15. IF ANY OF THE ABOVE CONDITIONS ARE NOT MET, TREES MAY BE REJECTED.
16. TREE PROTECTION DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY CLEARING, GRUBBING, OR GRADING OF THE SITE BY THE LOCAL ARBORIST.



BERKLEY GROUP III LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERSVILLE CENTER

15105 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078
MECKLENBURG COUNTY

PLANS PREPARED BY:

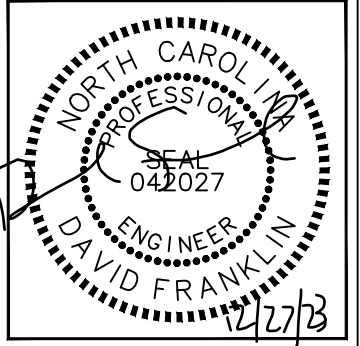
Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8	12/27/23	ZONING	DMF
7	11/09/23	ZONING	DMF
6	08/29/23	ZONING	DMF
5	08/01/23	ZONING	DMF
4	07/27/23	ZONING	DMF
3	07/05/23	ZONING	DMF
2	03/02/23	ZONING	DMF
1	12/27/22	ZONING	DMF
0	07/26/22	ZONING	DMF

LICENSER:



KHA PROJECT NUMBER:

019869008

DRAWN BY: CHECKED BY:

WJW KRM

SHEET TITLE:

LANDSCAPING
PLAN & NOTES

SHEET NUMBER:

L1

Huntersville Center Telecommunications Tower

Community Meeting Report

Location: Huntersville Arts and Cultural Center

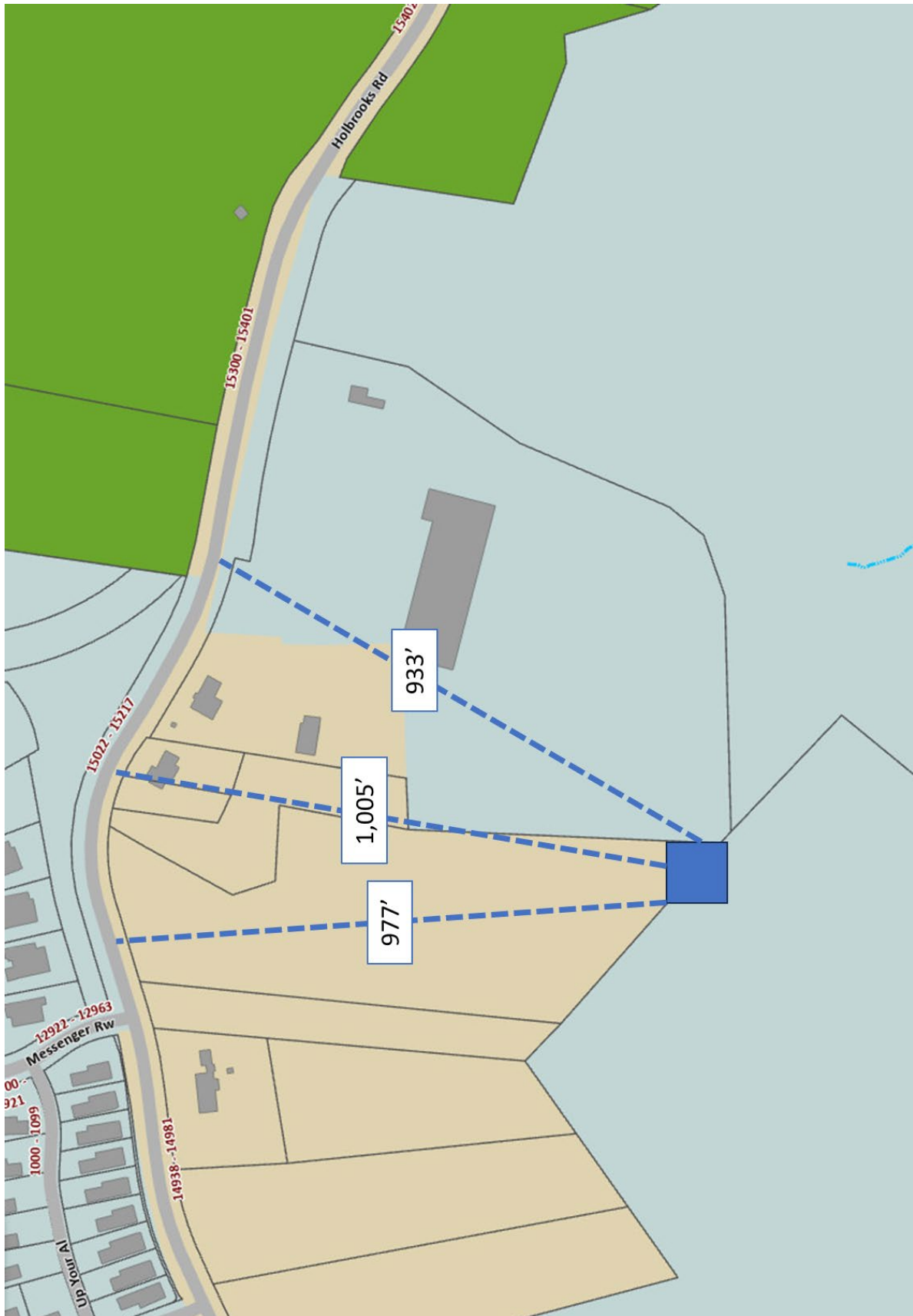
Date: October 30, 2023

Time: 6:00pm – 7:00pm

Applicant and the community attendees discussed the following comments and questions (answers to questions in bold):

- What is the specific rezoning language for the project? **The rezoning language allows for communications towers and the associated accessory uses. The land is being rezoned from Neighborhood Residential (NR) to Special Purpose-Conditional District (SP-CD) to allow for the construction of the cell tower. The language is as follows:**
 - *As shown on the Site Plan, the Property may be developed for a Commercial Communication Tower use, and any accessory uses to the Commercial Communication Tower use, subject to the development standards associated with such use. Residential use is not permitted in the 200' buffer shown on the Rezoning Plan. Any labeling on the Rezoning Plan may be an indication of the current intention on the part of Petitioner but shall not restrict the Property in a manner that conflicts with the provisions of these Development Standards. In the event there is a conflict or inconsistency between these rezoning notes and the Rezoning Plan or application, these rezoning notes shall control.*
- Will there be any flashing lights or other light fixtures on the structure? **No, the tower is under the 200' requirement for flashing lights required by the FAA. In the preliminary studies, no lighting was indicated.**
- Are there any towers nearby that look like this proposed tower? **There is an original communications tower near the Food Lion on Gilead Rd. and HWY 21.**
- How stable is the tower? **Technology has advanced to allow for shorter, stronger towers with more capabilities. This tower will last 70 + years structurally.**
- What if someone else wants to build a tower near this one? **New towers cannot be placed within a one-mile radius of an existing tower. Any new tower would be at least one mile away.**
- Is there a need for this tower in the area? **Yes, particularly to improve the coverage for emergency calls. The coverage map from the Community Meeting presentation (attached) shows the sparse coverage in the area. 68% of 911 calls come through cell towers from cell phones.**
- Why is the property such a weird shape? **The odd shape is due to the requirements of the Huntersville Zoning Ordinance that communication towers meet criteria for siting and setbacks.**
- What is the timeline for construction? **After zoning approvals, the building permit will happen which takes some time. After that, the materials are delivered the construction process should only take 2 months. Engineered drawings go through the approval process which can take 3-6 months.**
- How intense is the construction process? **This is a very non-invasive construction process.**

- After installation will there be any traffic or construction? **The initial construction will bring the most traffic and that is a total of 3-5 days of heavy construction, but overall, it will be a short 2-month process. Once functioning, the carriers will visit the site every couple of months for routine maintenance and upkeep in an SUV type of vehicle.**
- What is the structural integrity of the tower? **The tower is incredibly well engineered and built to withstand extreme conditions. It meets and exceeds all local, state, and federal laws.**
- How big will the access road be, and will it go all the way up to Holbrooks Road? **The access road to Holbrooks Road is so the lot fronts a public street. The property will use an already existing access road through the adjacent site.**
- Will the access road to Holbrooks be paved? (Neighbors indicated they do not want it paved) **The developer intends to disturb as little of the area as possible. The road will not be paved unless required by the Town or if access through the adjacent property is eliminated.**
- Will there be a gate at the entrance to keep people from trespassing? (Neighbors indicated they did not want a gate at Holbrooks Road) **There is a company gate at Holbrooks Road now, and there will be a fence that surrounds the 60' by 60' area where the tower is located to comply with regulations. The fence is a minimum of 8 feet tall.**
- What is the distance to Holbrooks Road from the 60' by 60' pad? (Applicant did not have exact number during Community Meeting) **Holbrooks Road is approximately 1000' from Holbrooks Road (see attached site plan).**
- How many trees will be cleared? **The applicant will save as many trees as possible (see the attached tree survey).**
- Were all the required notices sent out? And were the notices sent by certified mail? **The notices were sent to the following neighbors and the list was confirmed by the Town of Huntersville. The notices were sent out to all the required recipients. (See attached mailing list and certified mail receipts)**
- Will there be any change to the location of the 60' by 60' fenced in area? **No, this is the designated location for the tower based on analysis to find the most beneficial location for cell service.**
- Is there an electrical danger associated with the tower? **This tower is designed to work at a lower power level to enhance safety. This in turn requires more cell towers to cover all the gaps (see attached coverage map). This tower meets and exceeds all local, state, and federal requirements and ANSI standards.**
- What are the next steps in the rezoning process?
 - **Public Hearing will be held on January 2, 2024 – requested delay until January 16**
 - **Planning Board January 23, 2024**
 - **Town Board Final Vote February 19, 2024**
- Where can I find information from the site plan/rezoning documents? **Yes, the Town of Huntersville has the submitted plans available on their website.**
 - [**L1 \(huntersville.org\)**](http://L1(huntersville.org))
- Can I email the Applicant with any questions or requests for additional information? **Yes, see the below email/contact information.**
 - Bonnie Newell – [**b_newell@bellsouth.net**](mailto:b_newell@bellsouth.net)
 - Robert Irvin – [**robert@irvinlawgroup.com**](mailto:robert@irvinlawgroup.com)
- What is the distance from the tower's fenced area to Holbrooks Road? **See below map.**



Community Meeting Attendance Log

Project Name:	Huntersville Center Telecommunications Tower R2 23-10
Location of Meeting:	Huntersville Arts & Cultural Center
Date:	10/30/23
Time:	6:00 pm

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

1	Agatha Smith	26
2	Nathan Farber	27
3	Laura Macek	28
4	Bob Macek	29
5	Haley Henderson	30
6	Hunter Hurt	31
7		32
8		33
9		34
10		35
11		36
12		37
13		38
14		39
15		40
16		41
17		42
18		43
19		44
20		45
21		46
22		47
23		48
24		49
25		50

Huntersville Center Telecommunications Tower

Community Meeting

Rezoning Petition: #23-10

Applicant: The Berkley Group III, LLC

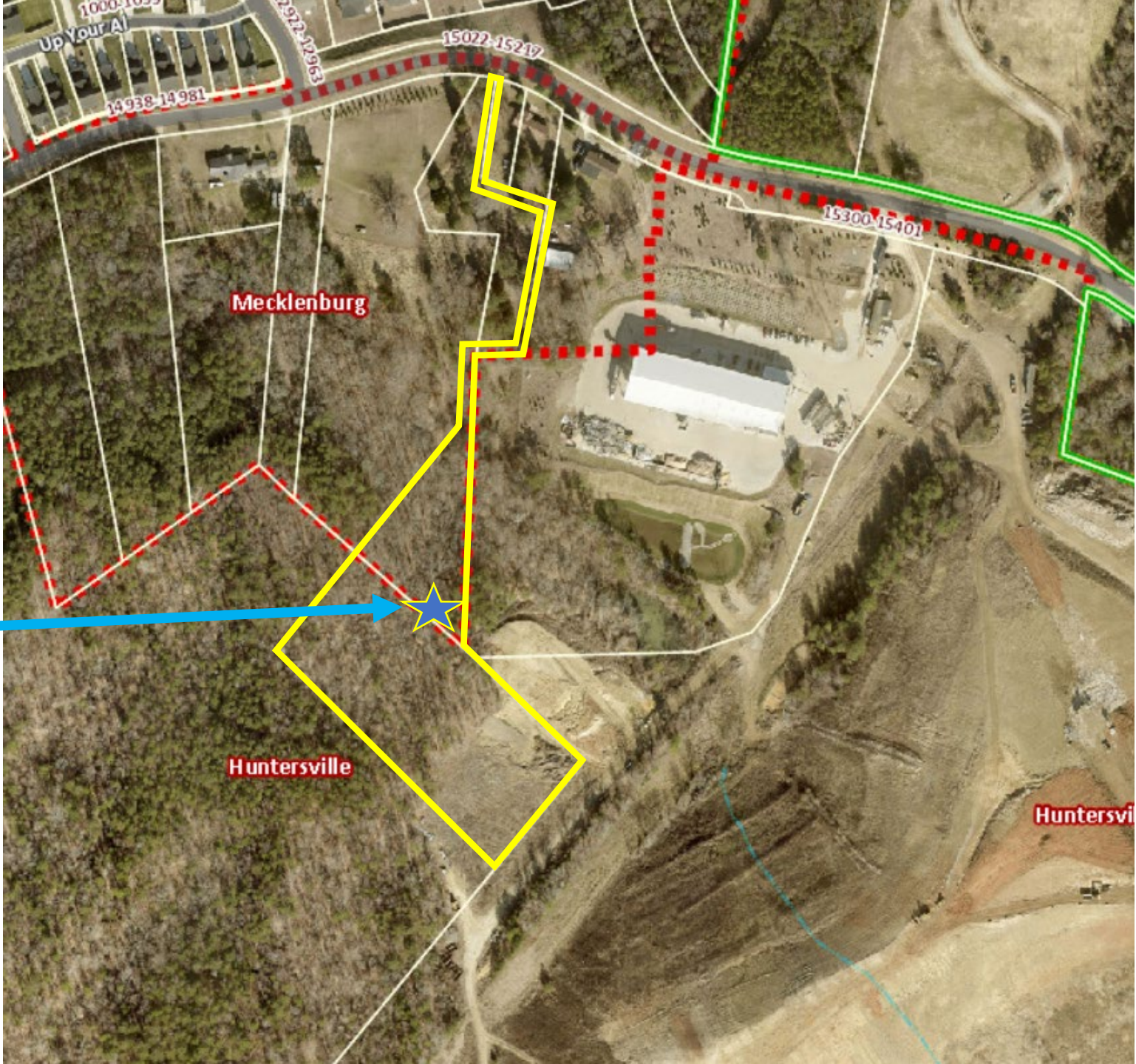
Parcel Numbers: 01910116, 01910113, & 01910111





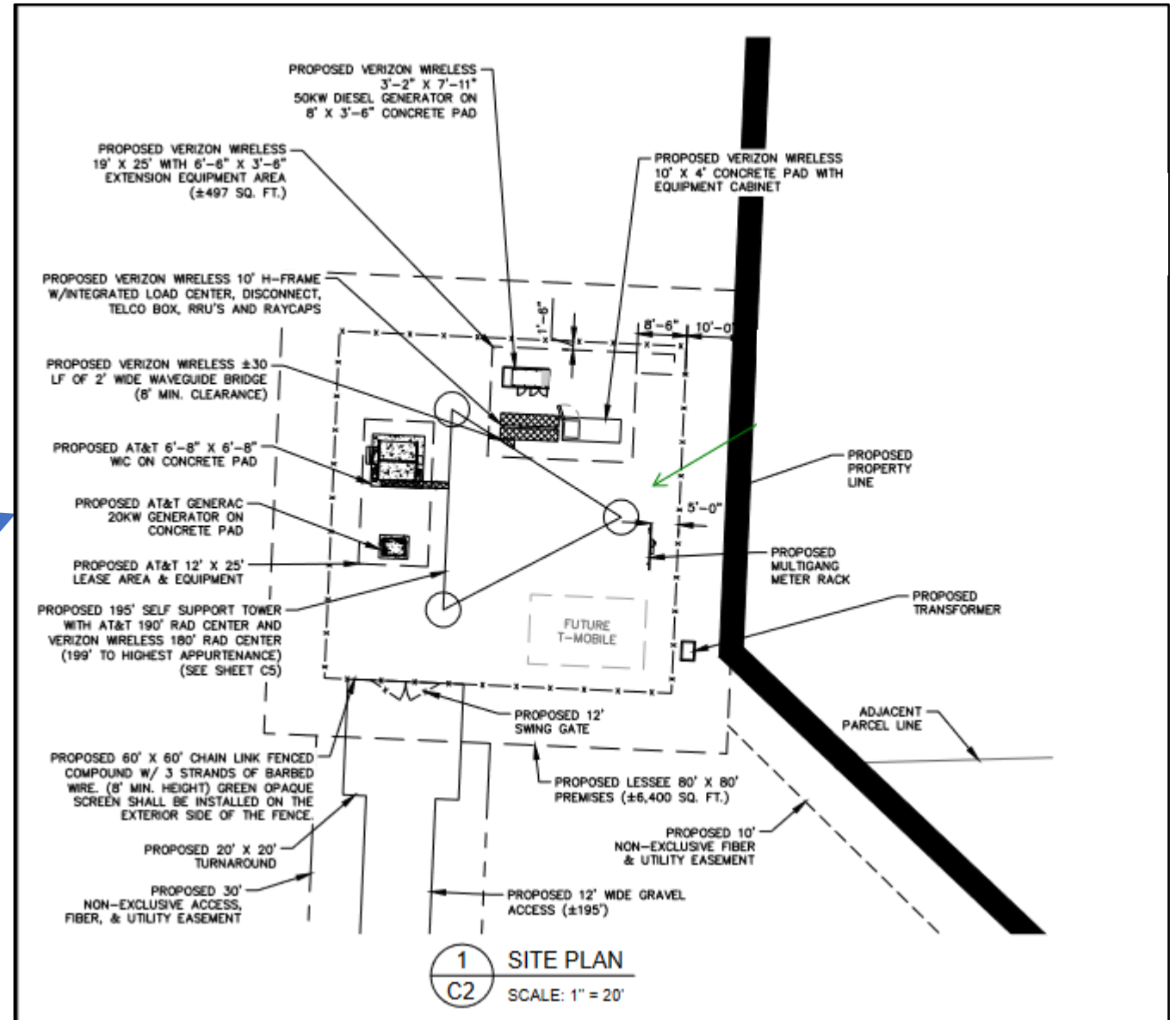
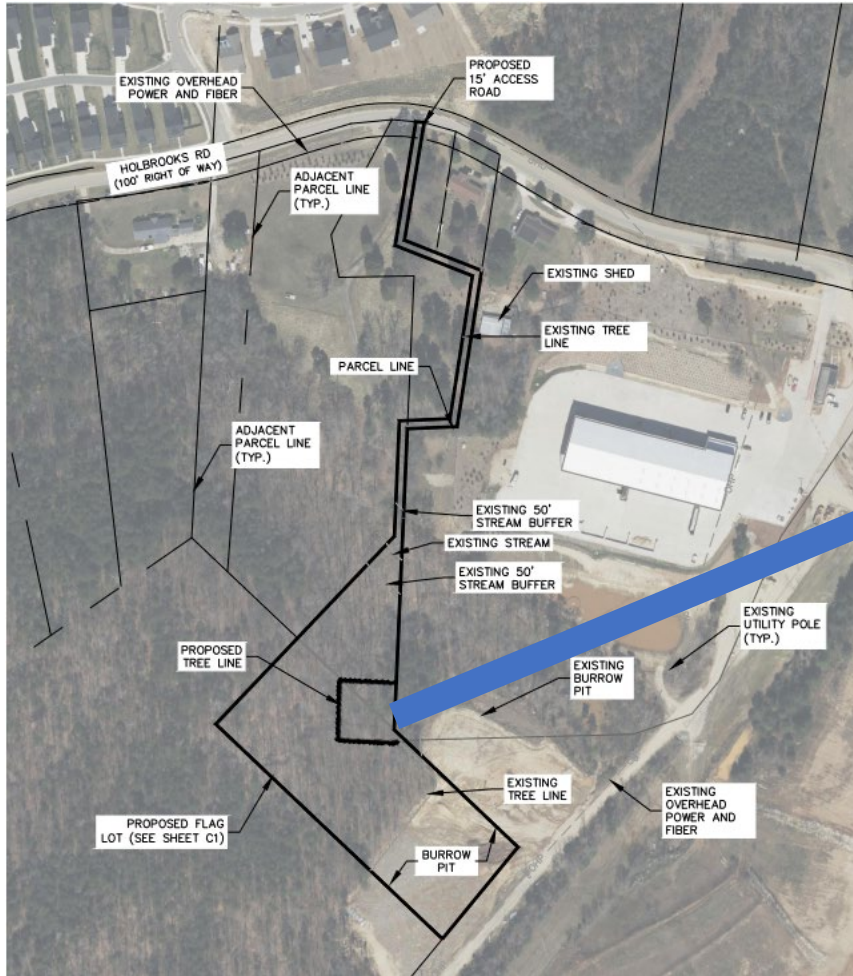
Site Location

15105 Holbrooks Road
Huntersville, NC 28078



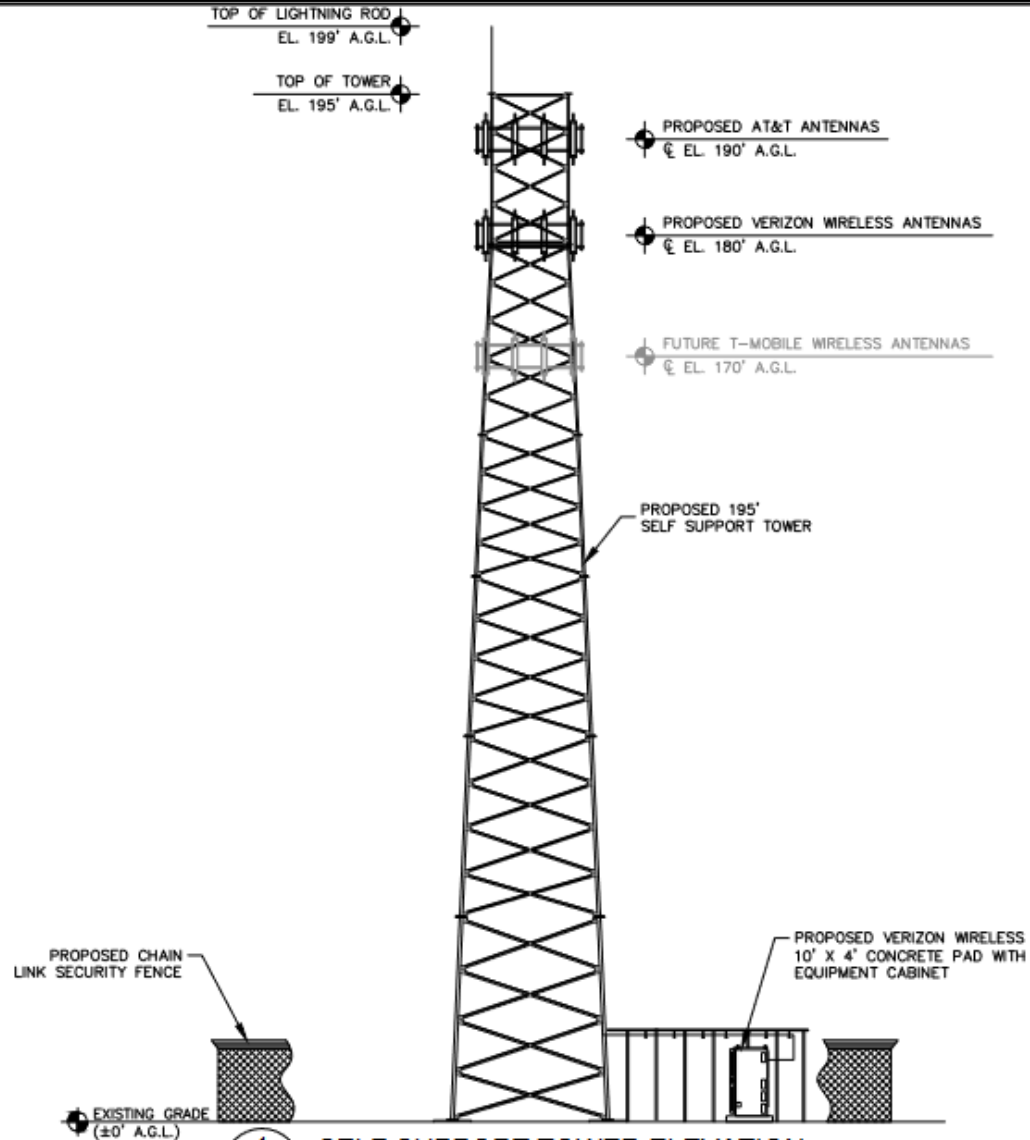
Tower Location

Communication Tower





Holbrooks Road (2446)

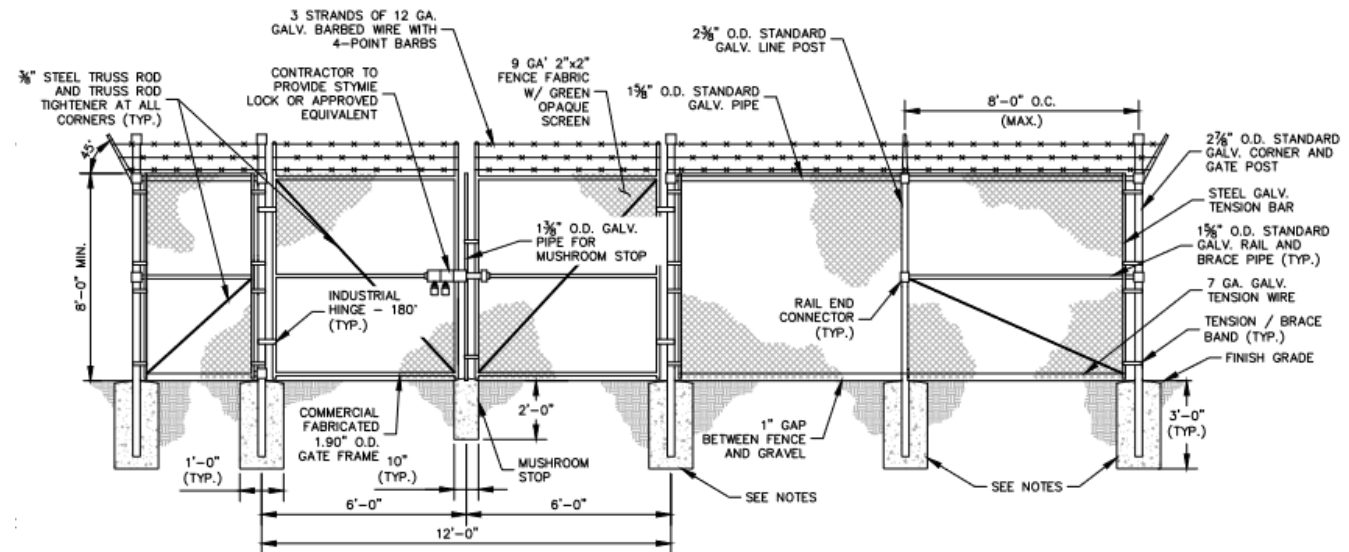


1
C5 SELF SUPPORT TOWER ELEVATION
NOT TO SCALE

NOTES:

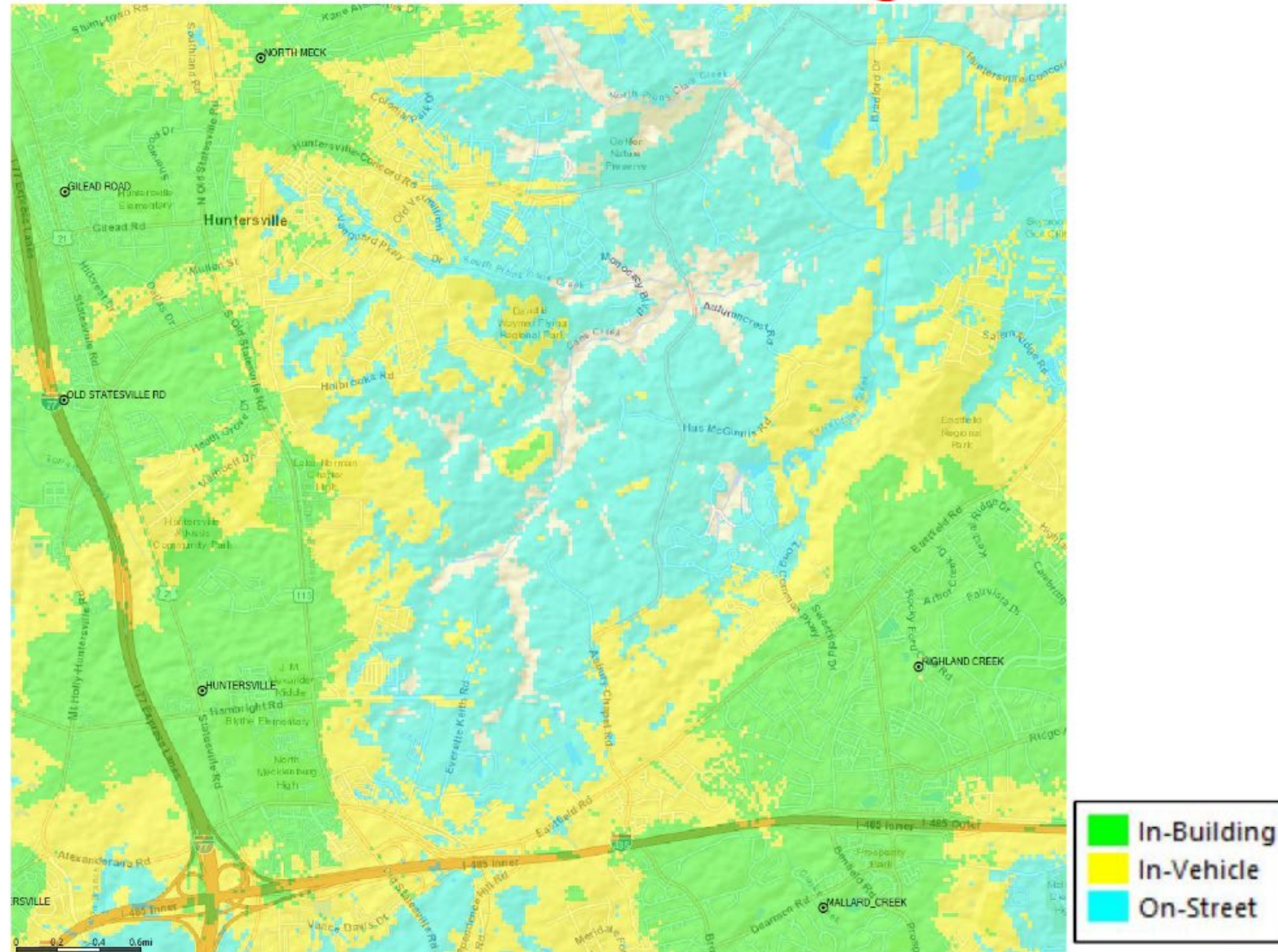
1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON TOWER DESIGN DRAWINGS BY OTHERS.
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY. TOWER DOES NOT REQUIRE LIGHTING.
3. COAX/FIBER CABLE LENGTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY CORRECT LENGTH IN FIELD AT TIME OF CONSTRUCTION.
4. PROPOSED TOWER WILL BE GALVANIZED STEEL-GRAY IN COLOR.
5. AT&T GROUND EQUIPMENT NOT SHOWN FOR CLARITY.

Elevations



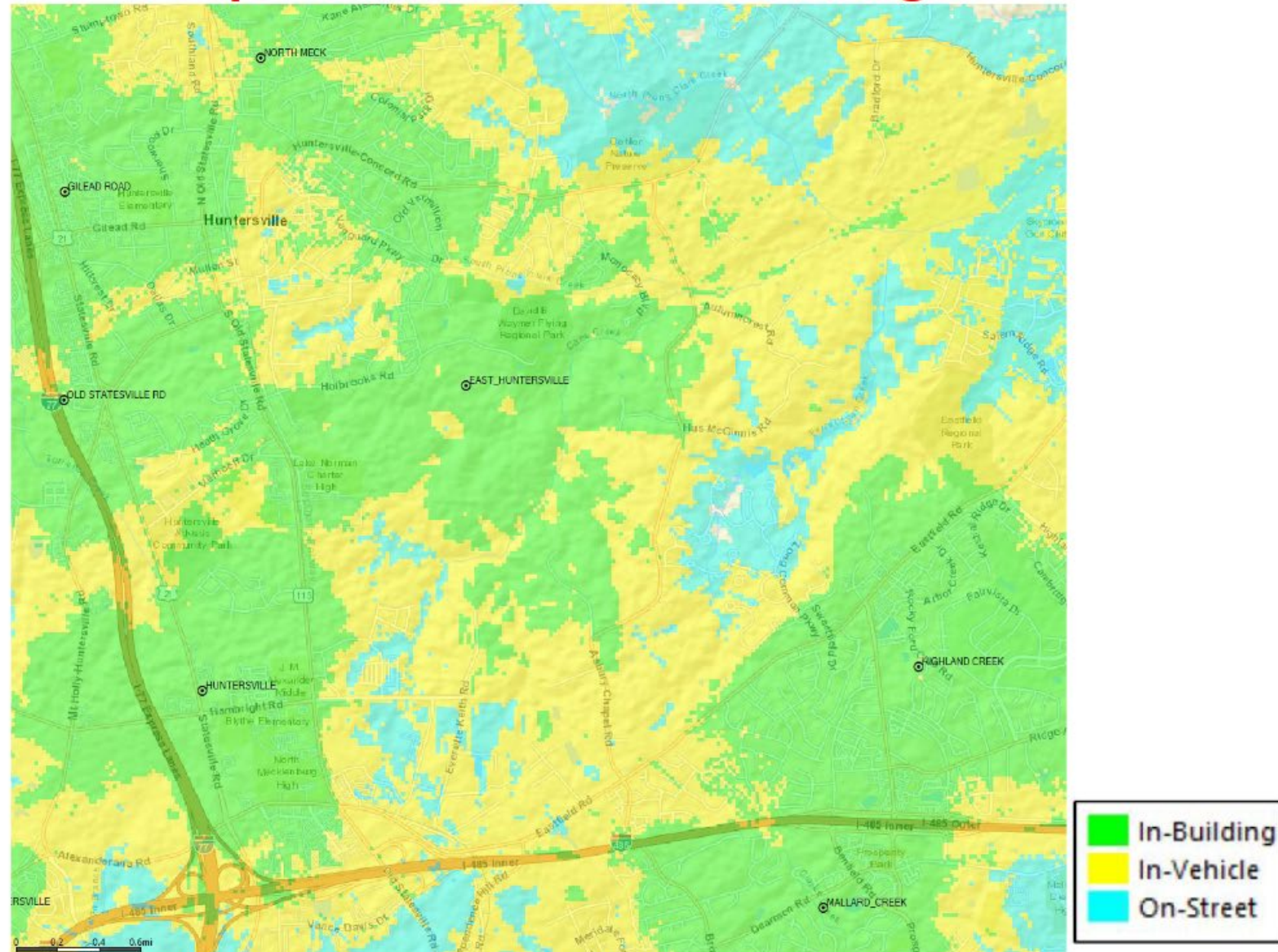
1
C3 CHAIN LINK FENCE AND GATE ELEVATION
NOT TO SCALE

Current VZW 4G LTE Coverage



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Proposed VZW 4G LTE Coverage



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

October 19, 2023

SUBJECT: Notice of community meeting for information related to a Conditional Rezoning of a portion of the property located at 15105 Holbrooks Road, Huntersville, NC, shown on the map below and having Parcel ID Numbers of part of 01910116, 01910113 and 01910109. The Applicant for the subject property is Berkley Group III, LLC.

To Whom It May Concern:

Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject property, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the community meeting is to provide an opportunity for the Applicant to describe the proposed project and to answer any questions you may have. The Applicant is requesting approval from the Town for a Conditional Rezoning from the current zoning of NR to the proposed zoning of SP(CD) to install a commercial communication tower (cell tower) on the property.

MEETING DETAILS:

6:00 P.M. to 7:00 P.M.

Monday, October 30, 2023

Huntersville Arts and Cultural Center

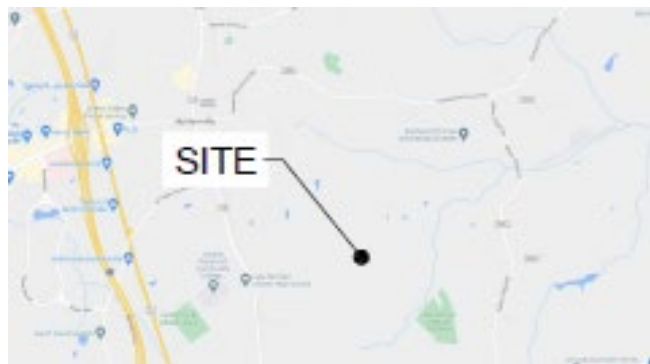
109 S. Old Statesville Road

Huntersville, NC 28078

You are welcome to attend the above-mentioned community meeting. There will be an additional opportunity to ask questions about the proposed development.

Sincerely,

The Berkley Group III, LLC



PARCEL ID	OWNER NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE	PROPERTY ADDRESS
0190104	JOHNSTON, ARNOLD W	12300 OLD STATESVILLE RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	CHURCH ST UNINC
0190109	GREENWAY RECYCLING AT NORTH MECK LLC,	19109 W CA TAWBA AV STE 110 CORNELIUS NC 28081	CORNELIUS	NC	28081	15120 HOLBROOKS RD UNINC
0190102	GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC,	19109 W CA TAWBA AVE STE 110 CORNELIUS NC 28081	CORNELIUS	NC	28081	15300 HOLBROOKS RD HUNTERSVILLE
0190116	GREENWAY WASTE SOLUTIONS LLC,	19109 W CA TAWBA AVE SUITE 200 CORNELIUS NC 28083	CORNELIUS	NC	28083	HOLBROOKS RD HUNTERSVILLE
0190105	C&D MANAGEMENT COMPANY LLC,	19109 W CA TAWBA AVE SUITE 110 CORNELIUS NC 28081	CORNELIUS	NC	28081	HOLBROOKS RD UNINC
01927470	BALLEW, SCOTT BALLEW, ANN	12723 ES DRAPER DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	12723 ES DRAPER DR HUNTERSVILLE
01927614	RUBAINE, MERLE RUBAINE, KEITH RUBAINE, KEITH RUBAINE, MERLE	13412 QUICKSILVER LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13412 QUICKSILVER LN HUNTERSVILLE
01927468	MOSCA, JOSEPH CHARLES	12715 ES DRAPER DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	12715 ES DRAPER DR HUNTERSVILLE
01927621	GUINCHO, CARL DENNIS SR ANDERSON, LIM L	14779 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14779 HOLBROOKS RD HUNTERSVILLE
01927620	MURPHY, DANIEL JOSEPH MURPHY, JESICA CONWAY	14785 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14785 HOLBROOKS RD HUNTERSVILLE
01927623	ZOOK, STEVEN M ZOOK, LANA R	14767 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14767 HOLBROOKS RD HUNTERSVILLE
01927469	MONNIN, JENNIFER M SOMMERS, TODO ALLEN	12719 ES DRAPER DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	12719 ES DRAPER DR HUNTERSVILLE
01927617	SPAIDE, SHERRY	14803 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14803 HOLBROOKS RD HUNTERSVILLE
01927616	RODRIGUEZ, FRANK LOUIS JR RODRIGUEZ, KELLY D	12718 ES DRAPER DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	12718 ES DRAPER DR HUNTERSVILLE
01927615	ANKENY, GERALD HOWARD ANKENY, GERALD HOWARD ANKENY, ANNE LIESSE HILLARY ANKENY, ANNE-LIESSE HILLARY	13416 QUICKSILVER LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13416 QUICKSILVER LN HUNTERSVILLE
01927629	STANFIELD-GRIFFIN, ERICA N GRIFFIN, MARK C	14941 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14941 HOLBROOKS RD HUNTERSVILLE
01927622	MIXAYCHAREUN, PARAMY MIXAYCHAREUN, JENNIFER MARIE	14773 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14773 HOLBROOKS RD HUNTERSVILLE
01927467	STIER, FRANK	12711 ES DRAPER DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	12711 ES DRAPER DR HUNTERSVILLE
01927201	BHOWMIK, KAUSHIK DUTTA PAUL, KABITA	11314 VANGUARD PKWY HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11314 VANGUARD PY HUNTERSVILLE
01927618	KARUPPANNAN, RADHA PARKUNAN, VENKATESAN	14797 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14797 HOLBROOKS RD HUNTERSVILLE
01927619	LEE, AMANDA LAUREN DAVENPORT, WADE TREVOR	14791 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14791 HOLBROOKS RD HUNTERSVILLE
0190113	GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC,	19109 W CA TAWBA AVE STE 110 CORNELIUS NC 28081	CORNELIUS	NC	28081	15100 HOLBROOKS RD UNINC
01903312	HURT, HUNTER	14931 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14931 HOLBROOKS RD HUNTERSVILLE
0190101	GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC,	19109 W CA TAWBA AVE STE 110 CORNELIUS NC 28081	CORNELIUS	NC	28081	HOLBROOKS RD UNINC

01910119	GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC,	19109 W CATAWBA AVE STE 110 CORNELIUS NC 28031	CORNELIUS	NC	28031	HOLBROOKS RD UNINC
01910107	GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC,	19109 W CATAWBA AVE STE 110 CORNELIUS NC 28031	CORNELIUS	NC	28031	HOLBROOKS RD UNINC
01910114	GREENWAY WASTE SOLUTIONS LLC,	19109 W CATAWBA AVE SUITE 110 CORNELIUS NC 28031	CORNELIUS	NC	28031	HOLBROOKS RD UNINC
019127628	SOUTHSIDE NEIGHBORHOOD LLC,	13815 CINNABAR PL HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	HOLBROOKS RD HUNTERSVILLE
019132785	SOUTHSIDE NEIGHBORHOOD LLC,	13815 CINNABAR PLACE CHARLOTTE NC 28078	CHARLOTTE	NC	28078	HOLBROOKS RD HUNTERSVILLE
019127473	SOUTHSIDE NEIGHBORHOOD LLC,	13815 CINNABAR PL HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	HOLBROOKS RD HUNTERSVILLE
019127627	SOUTHSIDE NEIGHBORHOOD LLC, SOUTHSIDE NEIGHBORHOOD LLC,	13815 CINNABAR PL HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14802 ALLEY GORY HUNTERSVILLE
019132735	SMITH FAMILY REVOCABLE LIVING, TRUST SMITH, SYLVIA M	13718 BERKLEY AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13718 BERKLEY AV HUNTERSVILLE
019132736	HARRELL, JANELLE BEA HARRELL, CHAD	13712 BERKLEY AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13712 BERKLEY AV HUNTERSVILLE
019132734	MARAGNI, MARK MOYLAN, KATHRYN	13722 BERKLEY AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13722 BERKLEY AV HUNTERSVILLE
019132737	RAMOS, NICOLE K	13708 BERKELEY AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13708 BERKLEY AV HUNTERSVILLE
019132776	JACKSON, RONALD K JACKSON, ANGELA	14969 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14969 HOLBROOKS RD HUNTERSVILLE
019132775	BOYD, JIMMIE LEE JR BOYD, CHARLISA DUNNING	14965 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14965 HOLBROOKS RD HUNTERSVILLE
019132738	RYAN, PHYLLIS S	13704 BERKLEY AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13704 BERKLEY AV HUNTERSVILLE
019132777	DORCH, ANDREA DOSCH, KYLE	14973 HOLBROOKS RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14973 HOLBROOKS RD HUNTERSVILLE
01910115	GREENWAY WASTE SOLUTIONS LLC,	19109 W CATAWBA AVE SUITE 110 CORNELIUS NC 28031	CORNELIUS	NC	28031	15018 HOLBROOKS RD UNINC
01910111	GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC,	19109 W CATAWBA AVE STE 110 CORNELIUS NC 28031	CORNELIUS	NC	28031	15105 HOLBROOKS RD UNINC
01910110	GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC,	19109 W CATAWBA AVE STE 110 CORNELIUS NC 28031	CORNELIUS	NC	28031	15118 HOLBROOKS RD UNINC
01910118	GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC,	19109 W CATAWBA AVE STE 110 CORNELIUS NC 28031	CORNELIUS	NC	28031	HOLBROOKS RD UNINC
019132781	SOUTHSIDE NEIGHBORHOOD LLC,	13815 CINNABAR PL HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	BERKLEY AV HUNTERSVILLE
019132780	SOUTHSIDE NEIGHBORHOOD LLC,	13815 CINNABAR PL HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	MESSANGER RW HUNTERSVILLE
019132784	SOUTHSIDE NEIGHBORHOOD LLC,	13815 CINNABAR PLACE CHARLOTTE NC 28078	CHARLOTTE	NC	28078	UP YOUR AL HUNTERSVILLE
019132785	SOUTHSIDE NEIGHBORHOOD LLC,	13815 CINNABAR PLACE CHARLOTTE NC 28078	CHARLOTTE	NC	28078	HOLBROOKS RD HUNTERSVILLE
	VERMILLION HOA	13952 OLD VERMILLION DRIVE HUNTERSVILLE, NC 28078				
	ASBURY PARK HOMEOWNERS ASSOCIATION	P.O. BOX 491 HUNTERSVILLE, NC 28070				

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage
\$
Total Postage and Fees
\$

Sent To
Vermillion HOA
Street and Apt. No., or PO Box No.
13952 Old Vermillion Dr
City, State, ZIP+4®
Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage
\$
Total Postage and Fees
\$

Sent To
Phyllis S Ryan
Street and Apt. No., or PO Box No.
13704 Berkeley Ave
City, State, ZIP+4®
Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage
\$
Total Postage and Fees
\$

Sent To
Ronald K Jackson + Angela Jackson
Street and Apt. No., or PO Box No.
14964 Holbrooks Rd
City, State, ZIP+4®
Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage
\$
Total Postage and Fees
\$

Sent To
Asbury Park HOA
Street and Apt. No., or PO Box No.
PO Box 491
City, State, ZIP+4®
Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage
\$
Total Postage and Fees
\$

Sent To
Andrea Dorch + Kyle Dorch
Street and Apt. No., or PO Box No.
14973 Holbrooks Rd.
City, State, ZIP+4®
Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage
\$
Total Postage and Fees
\$

Sent To
Jimmie Lee Boyd Jr + Charisa Danny Boyd
Street and Apt. No., or PO Box No.
14965 Holbrooks Rd.
City, State, ZIP+4®
Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8679 52

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Mark Maragni + Kathryn Moylan
 Street and Apt. No., or PO Box No.
 13722 Berkeley Ave
 City, State, ZIP+4®
 Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8679 69

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Nicole K Ramos
 Street and Apt. No., or PO Box No.
 13708 Berkeley Ave
 City, State, ZIP+4®
 Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8679 38

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Sylvia M Smith / Smith Family Rev. Living Trust
 Street and Apt. No., or PO Box No.
 13718 Berkeley Ave
 City, State, ZIP+4®
 Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8679 45

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Janelle Bea Harrell + Chad Harrell
 Street and Apt. No., or PO Box No.
 13712 Berkeley Ave
 City, State, ZIP+4®
 Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8679 14

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Enter Hurt
 Street and Apt. No., or PO Box No.
 14931 Holbrook Rd
 City, State, ZIP+4®
 Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8679 21

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Southside Neighborhood LLC
 Street and Apt. No., or PO Box No.
 13815 Cinnabar Pl.
 City, State, ZIP+4®
 Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8678 91

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	
\$	
Total Postage and Fees	
\$	

Sent To	
Kadha Karuppannan + Venkatesan Parkman	
Street and Apt. No., or PO Box No.	
14797 Holbrooks Rd.	
City, State, ZIP+4®	
Wintersville NC 28078	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8679 07

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	
\$	
Total Postage and Fees	
\$	

Sent To	
Aranda Lauren Lee + Wade Trevor Davenport	
Street and Apt. No., or PO Box No.	
14797 Holbrooks Rd.	
City, State, ZIP+4®	
Wintersville NC 28078	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8678 77

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	
\$	
Total Postage and Fees	
\$	

Sent To	
Frank Stier	
Street and Apt. No., or PO Box No.	
12711 Es Draper Dr.	
City, State, ZIP+4®	
Wintersville NC 28078	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8678 84

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	
\$	
Total Postage and Fees	
\$	

Sent To	
Kawshik Dutta Bhomik + Kabita Paul	
Street and Apt. No., or PO Box No.	
11314 Vanguard Pkwy	
City, State, ZIP+4®	
Wintersville NC 28078	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8678 53

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	
\$	
Total Postage and Fees	
\$	

Sent To	
Erica N Stanfield - Griffin + Mark C Stanfield - Griffin	
Street and Apt. No., or PO Box No.	
14941 Holbrooks Rd.	
City, State, ZIP+4®	
Wintersville NC 28078	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8678 60

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	
\$	
Total Postage and Fees	
\$	

Sent To	
Parany Mixay Charewn + Jennifer Marie "	
Street and Apt. No., or PO Box No.	
14773 Holbrooks Rd	
City, State, ZIP+4®	
Wintersville NC 28078	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8678 39

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Frank Louis Rodriguez, Jr. + Kelly D. Rodriguez Street and Apt. No., or PO Box No. 12718 Es Draper Dr. City, State, ZIP+4 [®] Hicksville NC 28078	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0017 8678 46

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Gerald Howard Ankeny + Anne-Liese Hilary Ankeny Street and Apt. No., or PO Box No. 13916 Quiksilver Ln City, State, ZIP+4 [®] Hicksville NC 28078	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0017 8678 15

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Jennifer M Monnin + Todd Allen Sommer Street and Apt. No., or PO Box No. 12719 Es Draper Dr. City, State, ZIP+4 [®] Hicksville NC 28078	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0017 8678 22

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Sherry Spaide Street and Apt. No., or PO Box No. 14803 Holbrooks Rd. City, State, ZIP+4 [®] Hicksville NC 28078	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0017 8677 92

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Daniel Joseph Murphy + Jessica Conway Murphy Street and Apt. No., or PO Box No. 14785 Holbrooks Rd. City, State, ZIP+4 [®] Hicksville NC 28078	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0017 8678 08

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Steven M Zook + Lana R Zook Street and Apt. No., or PO Box No. 14767 Holbrooks Rd. City, State, ZIP+4 [®] Hicksville NC 28078	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0017 8677 78

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Joseph Charles Mosca

Street and Apt. No., or PO Box No.

12715 ES Draper Dr.

City, State, ZIP+4®
Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8677 85

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Carl Dennis Guincho Jr. + Lim L Anderson

Street and Apt. No., or PO Box No.

14779 Holbrooks Rd.

City, State, ZIP+4®
Huntersville NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8677 61

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Scott Ballew + Ann Ballew

Street and Apt. No., or PO Box No.

12723 ES Draper Dr.

City, State, ZIP+4®
Huntersville, NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8677 54

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Merle Robaine + Keith Robaine

Street and Apt. No., or PO Box No.

13412 Quicksilver Ln

City, State, ZIP+4®
Huntersville, NC 28078

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8677 30

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Greenway Waste Solutions LLC

Street and Apt. No., or PO Box No.

19109 W Catamba Ave. Ste. 200

City, State, ZIP+4®
Cornelius, NC 28031

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8677 47

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

C+D Management Company LLC

Street and Apt. No., or PO Box No.

19109 W Catamba Ave Ste. 110

City, State, ZIP+4®
Cornelius, NC 28031

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8677 23

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Greenway Waste Solutions at North Meck LLC Street and Apt. No., or PO Box No. 19109 W. Catamba Ave. Ste. 110 City, State, ZIP+4® Cornelius, NC 28031	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8677 16

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Greenway Recycling at North Meck LLC Street and Apt. No., or PO Box No. 19109 W. Catamba Ave. Ste. 110 City, State, ZIP+4® Cornelius, NC 28031	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0017 8677 09

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Arnold W. Johnston Street and Apt. No., or PO Box No. 12300 Old Stateville Rd. City, State, ZIP+4® Huntersville, NC 28078	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

POSTAL SERVICE.

DAVIDSON
99 JACKSON ST
DAVIDSON, NC 28036-9721
(800)275-8777

10/19/2023

09:57 AM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.66
Cornelius, NC 28031 Weight: 0 lb 0.30 oz Estimated Delivery Date Sat 10/21/2023			
Certified Mail® Tracking #:			\$4.35
9589 0710 5270 0017 8677 47			
Total			\$5.01
First-Class Mail® Letter	1		\$0.66
Cornelius, NC 28031 Weight: 0 lb 0.30 oz Estimated Delivery Date Sat 10/21/2023			
Certified Mail® Tracking #:			\$4.35
9589 0710 5270 0017 8677 30			
Total			\$5.01
First-Class Mail® Letter	1		\$0.66
Cornelius, NC 28031 Weight: 0 lb 0.30 oz Estimated Delivery Date Sat 10/21/2023			
Certified Mail® Tracking #:			\$4.35
9589 0710 5270 0017 8677 16			
Total			\$5.01
First-Class Mail® Letter	1		\$0.66
Cornelius, NC 28031 Weight: 0 lb 0.30 oz Estimated Delivery Date Sat 10/21/2023			
Certified Mail® Tracking #:			\$4.35
9589 0710 5270 0017 8677 23			
Total			\$5.01
First-Class Mail® Letter	1		\$0.66
Huntersville, NC 28070 Weight: 0 lb 0.30 oz Estimated Delivery Date Sat 10/21/2023			
Certified Mail® Tracking #:			\$4.35
9589 0710 5270 0017 8680 27			
Total			\$5.01
First-Class Mail® Letter	1		\$0.66
Huntersville, NC 28078 Weight: 0 lb 0.30 oz Estimated Delivery Date Sat 10/21/2023			
Certified Mail® Tracking #:			\$4.35
9589 0710 5270 0017 8680 10			
Total			\$5.01
First-Class Mail® Letter	1		\$0.66
Huntersville, NC 28078 Weight: 0 lb 0.30 oz Estimated Delivery Date Sat 10/21/2023			
Certified Mail® Tracking #:			\$4.35
9589 0710 5270 0017 8680 03			

Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8679 83	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8679 76	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8679 69	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8679 52	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8679 45	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8679 38	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8679 21	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35

Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8679 07	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8678 91	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8678 84	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8678 77	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8678 60	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8678 53	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8678 46	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Sat 10/21/2023	
Certified Mail®		\$4.35
Tracking #:		
	9589 0710 5270 0017 8678 39	
Total		\$5.01
First-Class Mail®	1	\$0.66
Letter		
	Huntersville, NC 28078	
	Weight: 0 lb 0.30 oz	

	Total		\$5.01
	First-Class Mail®	1	\$0.66
	Letter		
	Huntersville, NC 28078		
	Weight: 0 lb 0.30 oz		
	Estimated Delivery Date		
	Sat 10/21/2023		
	Certified Mail®		\$4.35
	Tracking #:		
	9589 0710 5270 0017 8678 15		
	Total		\$5.01
	First-Class Mail®	1	\$0.66
	Letter		
	Huntersville, NC 28078		
	Weight: 0 lb 0.30 oz		
	Estimated Delivery Date		
	Sat 10/21/2023		
	Certified Mail®		\$4.35
	Tracking #:		
	9589 0710 5270 0017 8678 08		
	Total		\$5.01
	First-Class Mail®	1	\$0.66
	Letter		
	Huntersville, NC 28078		
	Weight: 0 lb 0.30 oz		
	Estimated Delivery Date		
	Sat 10/21/2023		
	Certified Mail®		\$4.35
	Tracking #:		
	9589 0710 5270 0017 8677 92		
1	Total		\$5.01
F	First-Class Mail®	1	\$0.66
L	Letter		
	Huntersville, NC 28078		
	Weight: 0 lb 0.30 oz		
	Estimated Delivery Date		
	Sat 10/21/2023		
	Certified Mail®		\$4.35
	Tracking #:		
	9589 0710 5270 0017 8677 85		
T	Total		\$5.01
F	First-Class Mail®	1	\$0.66
L	Letter		
	Huntersville, NC 28078		
	Weight: 0 lb 0.30 oz		
	Estimated Delivery Date		
	Sat 10/21/2023		
	Certified Mail®		\$4.35
	Tracking #:		
	9589 0710 5270 0017 8677 09		
To	Total		\$5.01
F	First-Class Mail®	1	\$0.66
L	Letter		
	Huntersville, NC 28078		
	Weight: 0 lb 0.30 oz		
	Estimated Delivery Date		
	Sat 10/21/2023		
	Certified Mail®		\$4.35
	Tracking #:		
	9589 0710 5270 0017 8677 78		
Tot	Total		\$5.01
F	First-Class Mail®	1	\$0.66
Le	Letter		
	Huntersville, NC 28078		
	Weight: 0 lb 0.30 oz		
	Estimated Delivery Date		
	Sat 10/21/2023		
	Certified Mail®		\$4.35
	Tracking #:		
	9589 0710 5270 0017 8677 54		
Tota	Total		\$5.01
Fir	First-Class Mail®	1	\$0.66
Let	Letter		
	Huntersville, NC 28078		
	Weight: 0 lb 0.30 oz		
	Estimated Delivery Date		
	Sat 10/21/2023		
	Certified Mail®		\$4.35
	Tracking #:		
	9589 0710 5270 0017 8677 54		
Tota	Total		\$5.01
Firs	First-Class Mail®	1	\$0.66
Lett	Letter		
	Huntersville, NC 28078		
	Weight: 0 lb 0.30 oz		
	Estimated Delivery Date		
	Sat 10/21/2023		
	Certified Mail®		\$4.35

Huntersville, NC 28078
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Sat 10/21/2023
Certified Mail® \$4.35
Tracking #: 9589 0710 5270 0017 8677 78
Total \$5.01

First-Class Mail® 1 \$0.66
Letter
Huntersville, NC 28078
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Sat 10/21/2023
Certified Mail® \$4.35
Tracking #: 9589 0710 5270 0017 8677 54
Total \$5.01

First-Class Mail® 1 \$0.66
Letter
Huntersville, NC 28078
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Sat 10/21/2023
Certified Mail® \$4.35
Tracking #: 9589 0710 5270 0017 8677 61
Total \$5.01

Grand Total: \$165.33

Debit Card Remit \$165.33
Card Name: MasterCard
Account #: XXXXXXXXXXXX2254
Approval #: 18606E
Transaction #: 976
Receipt #: 040014
Debit Card Purchase: \$165.33
AID: A0000000042203 Chip
AL: US Debit
PIN: Verified

Text your tracking number to 28777 (2USPS)
to get the latest status. Standard Message
and Data rates may apply. You may also
visit www.usps.com USPS Tracking or call
1-800-222-1811.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

JFN: 362000-0933
Receipt #: 840-5280644-3-5917818-2
Clerk: 15



PO Box 664
Huntersville NC 28070

PUBLIC HEARING

Date: January 2, 2024
Time: 6:00 pm
Location: **In Person:** Huntersville Town Hall; 101 Huntersville-Concord Rd
Live Stream: YouTube User ID: @townofhuntersvillenc28078
Applicant: Berkley Group III, LLC
Case #: R23-10 Commercial Communication Tower

Livestream



Public Meeting Dates

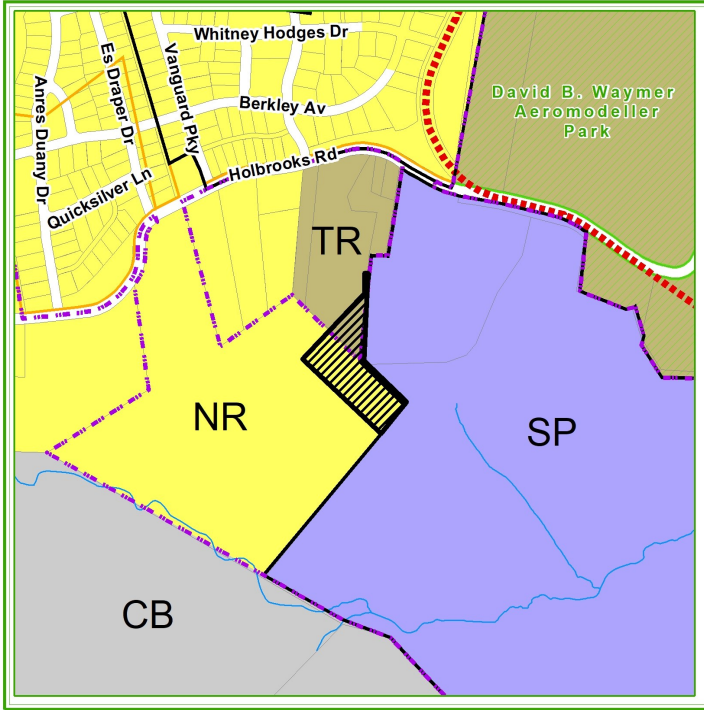
Meeting Type	Purpose	Date & Time
Community Meeting	Informational	October 30, 2023
Public Hearing	Public Meeting	January 2, 2024 @ 6:00pm
Planning Board *	Recommendation	January 23, 2024 @ 6:30pm
Town Board *	Approval/Denial	February 19, 2024 @ 6:00pm

* Tentative—check www.huntersville.org for latest dates

OFFICIAL TOWN OF HUNTERSVILLE PUBLIC HEARING NOTICE

PUBLIC HEARING NOTICE DATE: January 2, 2024 | **R23-10** Commercial Communication Tower

NOTICE OF PUBLIC HEARING FOR REZONING REQUEST



Zoning Legend:
NR= Neighborhood Residential
TR = Transitional Residential

Site = Location requesting rezoning
CB=Corporate Business
SP = Special Purpose

An application has been submitted to rezone the ‘Site’ located south of Holbrooks Road (Parcel #01910116, 01910113, & 01910111)

CURRENT ZONING is (NR) Neighborhood Residential & (TR) Transitional Residential
PROPOSED ZONING is (SP CD) Special Purpose Conditional District

The purpose of the rezoning is to allow the development of a Commercial Communications Tower.

A public hearing will be held in person at Town Hall located at 101 Huntersville-Concord Drive, Huntersville, NC 28078. The public is invited to attend and comment during the public hearing for this request. The meeting will be livestreamed for those who would like to listen only on YouTube at UserID: @townofhuntersvillenc28078



Project Page:



FOR ADDITIONAL INFORMATION

CONTACT Nathan Farber, Planner II

Phone: 704-766-2237

Email: nfarber@huntersville.org

Online: www.huntersville.org - search: **R23-10**

December 12, 2023

The Honorable Mayor and
Board of Commissioners of the Town of Huntersville
Mr. Anthony Roberts, Town Manager
Mr. Brian Richards, Planning Director
Town of Huntersville
P.O. Box 664
101 Huntersville-Concord Road
Huntersville, NC 28070

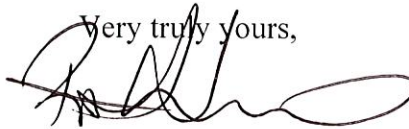
RE: #R23-010; Commercial Communication Tower

Dear Mayor, Commissioners. Anthony and Brian:

The purpose of this letter is to respectfully request a continuance of the public hearing for the above referenced matter, currently scheduled for January 2, 2024. Applicant requests that the public hearing be placed on the January 16, 2024 Town Board agenda, with Planning Board to follow on January 23, 2024. The purpose of this request is to allow Applicant the opportunity to work with staff to address additional comments.

We appreciate your consideration of this request.

Very truly yours,



Robert Irvin
for the Firm

cc: Brad Priest, Assistant Planning Director
Nathan Farber, Planner II
Bonnie Newell, Berkley Group III, LLC

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Nathan Farber, Planner II

Date: February 19, 2024

Subject: Petition #TA23-06, Amendment to Zoning Ordinance to comply with House Bill 488

EXPLAIN REQUEST:

Consider a decision on #TA23-06, a request by the Huntersville Planning Department to amend the Zoning Ordinance to comply with House Bill 488.

ACTION RECOMMENDED:

Consider Decision

FINANCIAL IMPLICATIONS:

NA

ATTACHMENTS:

1. TA23-06 TB Staff Report
2. 1. Text Amendment Application
3. 2. Proposed Ordinance
4. 3. HOAB Minutes
5. 4. House Bill 488

TA23-06 – State Statute Changes

PART 1: DESCRIPTION

TA23-06 is a text amendment request by the Town of Huntersville Planning Department to comply with House Bill 488 regarding changes to the North Carolina Residential Code, alternative pavement design standards within developments, and update the increased threshold for requiring a GC license for construction work to \$40,000.

PART 2: BACKGROUND

The Town attorneys drafted the proposed language in conjunction with Staff for the text amendment to the Town Zoning Ordinance. The proposed language is in response to the passing of House Bill 488 which amends:

1. 160D-702(b) by including three-family and four-family dwellings in the NC Residential Code. Previously only one-family and two-family dwellings were included in the NC Residential Code. Since three and four-family dwellings are no longer coded as commercial structures the town will no longer be able to subject these uses to architectural requirements as state statutes do not allow municipalities to regulate the architecture of residential-coded structures. Staff has proposed removing any references to “One and Two Family Dwellings” in order to comply with the changes.

The above changes will require the below Zoning Ordinance Articles to be amended:

- 3.2.1(d)(4)(a) Rural District
 - 3.2.2(d)(4)(a) Transitional Residential District
 - 3.2.4(d)(1)(e) Neighborhood Residential District
 - 3.2.5(d)(1)(d) Neighborhood Center District
 - 3.2.6(d)(4) Town Center District
 - 3.2.7(d)(1)(d) Highway Commercial District
 - 3.2.11(d)(1)(d) Traditional Neighborhood Development District
 - 3.2.13(d)(2)(c) Transit-Oriented Development-Residential District
 - 3.3.1(d)(1) Manufactured Home Overlay District
2. 160D-804(j) to provide alternative pavement design standards within developments. To ensure that the Zoning Ordinance aligns with this update Staff proposes to add the language “Notwithstanding the foregoing, nothing in this subsection shall be interpreted to conflict with N.C.G.S. § 160D-804(j)” to Article 8.14. These changes will not affect the way driveway permits are issued by the Town.
 3. 143-138(b5) and 143-138(b21)/160D-1110(c) in order to update the increased threshold for requiring a GC license for construction work to \$40,000. The update will change the threshold in the Zoning Ordinance from \$5,000 to \$40,000 to align with the statutes. These changes do not affect the town's process for permitting as the town does not issue permits, Mecklenburg County does. The language is required by state statutes and serves as a reference for anyone looking to get a permit through the county. These changes will occur to Article 11.1.3, Building Permit.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

- TA23-06 is consistent with all other policies of the Huntersville 2040 Community Plan as the amendment is necessary to comply with State Legislature.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment TA23-06 in order to comply with House Bill 488.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD-

On October 5, 2023, The Huntersville Ordinances Advisory Board (HOAB) recommended approval with a vote of (4-2-1) with a recommendation to review HB 488 and items pertaining to 160D-804(j) and ensure that the wording as written in the current ordinance applies and is in concurrence with the state statute. (See Attachment 3)

PART 6: PUBLIC HEARING

The Public Hearing took place on January 2, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

On January 23, 2024 the Planning Board made the following motion. Recommend Approval of petition TA23-06 based on consistency with all policies of the Huntersville 2040 community plan in compliance with state statutes with the exception and revision to section three, one, replace a building permit is generally required for the activities below with the language, "A building permit may or may not be required for the activities below." Then to add to the end of the paragraph, "Notwithstanding the foregoing, nothing in this subsection shall be interpreted to conflict with NCGS 160D, 1110." It is reasonable in the public interest to amend the zoning ordinance because it complies with the Huntersville 2040 community plan and state statutes. The motion passed unanimously (6-3) with F. Gammon, J. Sny, and L. Hallman opposed.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. HOAB Minutes
4. House Bill 488

PART 9: STATEMENT OF CONSISTENCY – TA23-06

Planning Department	Planning Board	Board of Commissioners
---------------------	----------------	------------------------

APPROVAL: In considering the proposed amendment TA23-06, Planning Staff recommends approval based on consistency with all policies of the Huntersville 2040 Community Plan and compliance with State Statutes It is reasonable and in the public interest to amend the Zoning Ordinance because it complies with the Huntersville 2040 Community Plan and State Statutes.	APPROVAL: In considering the proposed amendment TA23-06, the Planning Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>	APPROVAL: In considering the proposed amendment TA23-06, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>
DENIAL: N/A	DENIAL: In considering the proposed amendment TA23-06, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because....<i>(Explain)</i>	DENIAL: In considering the proposed amendment TA23-06, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because....<i>(Explain)</i>



Text Amendment Application

Date of Application 09/22/2023

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

☐ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): See Attached Article(s): See Attached Section(s): See Attached

Current Ordinance

See Attached

Proposed Text

See Attached

Reason for Proposed Change

To comply with State Statutes (HB 488)

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name Town of Huntersville Planning Department Staff

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

Signature Jack Simoneau Date 09/22/2023

Title Planning Director Email jsimoneau@huntersville.org

Address of Applicant 105 Gilead, Floor 3

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

**Town of Huntersville
Planning Department**
PO Box 664
Huntersville, NC 28070

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

AN ORDINANCE TO AMEND ARTICLE 3, ARTICLE 8, AND ARTICLE 11

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville that Article 3, Section 3.2.1(d)(4)(a) Rural District, 3.2.2(d)(4)(a) Transitional Residential District, 3.2.4(d)(1)(e) Neighborhood Residential District, 3.2.5(d)(1)(d) Neighborhood Center District, 3.2.6(d)(4) Town Center District, 3.2.7(d)(1)(d) Highway Commercial District, 3.2.11(d)(1)(d) Traditional Neighborhood Development District, 3.2.13(d)(2)(c) Transit-Oriented Development-Residential District, and 3.3.1(d)(1) Manufactured Home Overlay District of the Zoning Ordinance is hereby amended by modifying as follows:

- Nothing in this subsection shall be interpreted to conflict with the building design element provisions as found in N.C.G.S. 160D-702(b) for structures subject to the North Carolina Residential Code ~~for One- and Two-Family Dwellings~~.

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 8.14, General Standards for Driveway Permitting, is hereby amended as follows:

8.14 General Standards For Driveway Permitting

1. No driveway or other point of access to a public street shall be constructed, relocated, or altered unless a driveway permit is obtained from the Town of Huntersville or the State of North Carolina, whichever jurisdiction applies. The applicant shall comply with the most restrictive standards. **Notwithstanding the foregoing, nothing in this subsection shall be interpreted to conflict with N.C.G.S. § 160D-804(j).**

Section 3. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 11.1.3, Building Permit, is hereby amended as follows:

1. **Building Permit.** No development shall occur except pursuant to a building permit, when one is required. A building permit is generally required for the activities below. Other building activities may also require a permit.
 1. The addition, repair, or replacement of load bearing structures.
 2. The installation, extension, or general repair of any plumbing system or an addition or change in the design of plumbing.
 3. The addition, replacement, or change in the design of heating, air conditioning, or electrical wiring, devices, appliances, or equipment.
 4. The addition (excluding replacement) of roofing.

5. The use of materials not permitted by the North Carolina State Building Code.
~~Commercial work of any value.~~
6. Work on single-family ~~residential~~ residence, ~~or~~ farm buildings, or commercial buildings exceeding ~~\$5,000~~ 40,000.
7. The following work, even if not in excess of ~~\$5,000~~ 40,000:
 - construction of deck, fireplace, pier, or storage building;
 - installation or replacement of insulation, wood stove, or hot water heater;
 - moving a building;
 - demolition of a building.

Section 4. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 10/5/2023

PUBLIC HEARING DATE: 1/2/2024

PLANNING BOARD MEETING: 1/23/2024

TOWN BOARD DECISION: 2/19/2024

AN ORDINANCE TO AMEND ARTICLE 3, ARTICLE 8, AND ARTICLE 11

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville that Article 3, Section 3.2.1(d)(4)(a) Rural District, 3.2.2(d)(4)(a) Transitional Residential District, 3.2.4(d)(1)(e) Neighborhood Residential District, 3.2.5(d)(1)(d) Neighborhood Center District, 3.2.6(d)(4) Town Center District, 3.2.7(d)(1)(d) Highway Commercial District, 3.2.11(d)(1)(d) Traditional Neighborhood Development District, 3.2.13(d)(2)(c) Transit-Oriented Development-Residential District, and 3.3.1(d)(1) Manufactured Home Overlay District of the Zoning Ordinance is hereby amended by modifying as follows:

- Nothing in this subsection shall be interpreted to conflict with the building design element provisions as found in N.C.G.S. 160D-702(b) for structures subject to the North Carolina Residential Code ~~for One- and Two-Family Dwellings~~.

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 8.14, General Standards for Driveway Permitting, is hereby amended as follows:

8.14 General Standards For Driveway Permitting

1. No driveway or other point of access to a public street shall be constructed, relocated, or altered unless a driveway permit is obtained from the Town of Huntersville or the State of North Carolina, whichever jurisdiction applies. The applicant shall comply with the most restrictive standards. **Notwithstanding the foregoing, nothing in this subsection shall be interpreted to conflict with N.C.G.S. § 160D-804(j).**

Section 3. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 11.1.3, Building Permit, is hereby amended as follows:

1. **Building Permit.** No development shall occur except pursuant to a building permit, when one is required. A building permit is generally required for the activities below. Other building activities may also require a permit.
 - a) The addition, repair, or replacement of load bearing structures.
 - b) The installation, extension, or general repair of any plumbing system or an addition or change in the design of plumbing.
 - c) The addition, replacement, or change in the design of heating, air conditioning, or electrical wiring, devices, appliances, or equipment.
 - d) The addition (excluding replacement) of roofing.

- e) The use of materials not permitted by the North Carolina State Building Code.
~~Commercial work of any value.~~
- f) Work on single-family ~~residential~~ residence, ~~or~~ farm buildings, or commercial buildings exceeding ~~\$5,000~~ 40,000.
- g) The following work, even if not in excess of ~~\$5,000~~ 40,000:
 - construction of deck, fireplace, pier, or storage building;
 - installation or replacement of insulation, wood stove, or hot water heater;
 - moving a building;
 - demolition of a building.

Section 4. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 10/5/2023

PUBLIC HEARING DATE: 1/2/2024

PLANNING BOARD MEETING: 1/23/2024

TOWN BOARD DECISION: 2/19/2024

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, October 5, 2023.

Call to Order/Roll Call

Chairwoman Hallman called the meeting to order at 3:30 pm.

Voting Members Present: A. Hallman, K. Jones, M. Jones, S. Harrington, M. Pollard, and F. Gammon

Voting Members Absent: J. Palillo, J. Kluttz, H. Whittaker

Non-Voting Members Present: Commissioner Kovacs, J. Simoneau, T. Barron, E. Sloop, and J. Glass

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the July 6, 2023, Regular Meeting Minutes

Motion: S. Harrington made a Motion to Approve the July 6, 2023, regular meeting minutes. K. Jones seconded the motion.

Vote: The motion passed unanimously (6-0).

Public Comments

None

Chairwoman Hallman commented to the Board regarding the importance of having their opinion for or against an item noted for the record so that the Planning Board and Town Board can benefit from understanding what caused someone to vote as they did.

Action Agenda

4A. Consider a recommendation on petition #TA23-06, a request by the Huntersville Planning Department for a text amendment to Article 3, Section 3.2.1(d)(4)(a), 3.2.2(d)(4)(a), 3.2.4(d)(1)(e), 3.2.5(d)(1)(d), 3.2.6(d)(4), 3.2.7(d)(1)(d), 3.2.11(d)(1)(d), 3.2.13(d)(2)(c), 3.3.1(d)(1), Article 8.14, and Article 11.1.3 to bring the text into compliance with HB 488.

N. Farber, Planner II reviewed the proposed text amendment.

M. Jones stated that to his understanding the ordinance appears to state that we can impose the most restrictive standards which appears to be more stringent than the statute 160D-804(j). Staff responded that the intention is not to be in conflict. E. Sloop responded that the majority of the design standards are not addressed in the ordinance they are in manuals that are

maintained by engineering staff. This caveat is there if needed and the manuals will be updated if needed.

M. Pollard asked what the manuals are and if they are legally enforceable. Staff responded that engineering manuals are adopted policy and outline all of the specific engineering guidelines that must be followed in developing a project.

S. Harrington asked staff to confirm if in Article 3 the \$40,000 should be underlined. Staff confirmed that is correct.

M. Jones commented that the \$40,000 has adjusted numerous times between \$5,000 and \$40,000 and asked going forward what the policy is to stay on top of legislative changes so that the Town updates are more timely and we are not missing changes like this in the future. Staff responded that the Legal department advises the Planning department of changes. Now with the Town having two attorneys and their proactive assistance in this area we will continue to bring forth changes as they occur.

F. Gammon asked staff to confirm against NCGS 160D if a building permit is needed to replace a hot water heater. M. Jones read from NCGS 160D and confirmed that a building permit for residential is not needed. M. Jones then requested that staff revisit this text amendment to ensure that it is accurate.

Motion: M. Jones made a Motion to Table TA23-06 in coordination with the bill and ensure that the text amendment complies fully with the NC legislature bill that has been passed. K. Jones seconded the motion.

F. Gammon commented that he does not want to defer the amendment but agrees that staff should review it and move it forward to the Planning Board with any necessary corrections.

Commissioner Kovacs commented that she is in support of the comments made and if this Board does not feel comfortable tabling the item that the Town Board would likely table if the answers are not available when presented to them.

S. Harrington asked if it is possible to reword the motion to approve everything except the water heater statement so the balance of the items could move forward. M. Jones responded that he is welcome to make a substitute motion as he would like staff to look at the driveway design standards in addition to the hot water heater item.

Vote: The motion passed (4-2) with A. Hallman and F. Gammon opposed.

4B. Consider a recommendation in #TA23-07, a request by the Huntersville Planning Department for a text amendment to Article 12, Section 12.2.1 "Interconnected" to clean up definition.

P. Patterson, Planner I reviewed the proposed text amendment.

Motion: M. Pollard made a Motion to recommend Approval of TA23-07. M. Jones seconded the motion.

Vote: The motion passed unanimously (6-0).

Other Business

5A. Discuss possible changes to the Zoning Ordinance related to Breezeways and Accessory Structures.

N. Farber, Planner II reviewed the item for discussion and stated that staff would like to bring this forward as a future text amendment. Staff reviewed what the Zoning Ordinance currently allows detached accessory structures square footage not exceeding the primary structure first floor heated area square footage. Accessory dwelling units (ADU) may not exceed 650 square feet or 50% of the first-floor area of principle dwelling, whichever is greater. Either structure must be placed in the rear yard. ADU's may also be combined with a detached garage so you could have a first floor 1,500 square foot detached garage with a 500 square foot ADU on the second story.

Staff then reviewed the definition of breezeway and staff's interpretation in the past to allow a fully enclosed breezeway to be attached to a detached structure rendering it an attached structure which removes the limitations of the square footage. Staff indicated that current requests appear to be using this method to subvert the ordinance. Staff provided examples of requests which appear to be to allow structures to be placed in the front or side yard, or an excessively long breezeway.

Staff stated that there are approximately 40 municipalities in North Carolina with language included in their zoning ordinances addressing this issue. Examples were provided to reflect that connection by breezeway shall not deem the structures one building. Other examples provided reflect maximums of building sizes and maximums of height and length of breezeways.

Staff recommends that we consider amending the definition of building and/or breezeway within the Zoning Ordinance and potentially limiting the length of a breezeway to 15 feet.

F. Gammon asked why the breezeway should be limited to 15 feet when it could be utilized in the right place for the right reason and require more than 15 feet. Staff responded the recommendation would be to eliminate the abuse of the breezeway possibly by creating a length. F. Gammon responded that a specific measurement may only be appropriate to specific zoning.

F. Gammon then asked if staff knows what the purpose of the large structures are that people are building. Staff responded that businesses are not allowed so they are for storage.

M. Pollard asked staff to research and provide quantities on how many applicants a 15-foot breezeway would have affected and how frequently staff is seeing these requests. Staff responded that it should be noted that applicants are not initially requesting breezeways when they are requesting to add an accessory structure or accessory dwelling unit, applicants are simply seeing this as a way to gain approval on the size of structure or location of the structure that they want to build. Staff stated there is no method to provide quantifiable data on these requests its simply something staff knows we frequently deal with.

M. Jones commented that if a breezeway, which creates more impervious area, is necessary for someone to build a structure then it seems like something is wrong with our zoning ordinance. Staff responded that if the Board desires to look at allowing a larger accessory structure or accessory dwelling unit in certain zoning districts then that could be taken separately. The current issue staff is facing is how to be fair and not subjective in determining at what point a breezeway length should not be allowed when an applicant is proposing 70-feet. M. Jones commented that he can imagine scenarios where someone buys a large lot with an older home and does not understand that they own this land and cannot do what they want. Also, if several people are subverting the rules, then it also leads one to look at the rules and determine if they are still practical to current needs.

F. Gammon asked if staff considered special use permits for larger structures. Staff stated they had not but they would take that under advisement. Commissioner Kovacs commented she would be in support of special use permits as an option.

Staff responded that defining what a breezeway is or permits would assist staff with providing a consistent interpretation regardless of the proposed building size or location.

F. Gammon commented that he would like to see some flexibility based on lot size and zoning district or permitted uses versus a one size fits all ordinance.

M. Jones commented that a multiple of large lot size with a cut off for smaller lots could create a greater amount of flexibility.

M. Pollard agreed with F. Gammon's comments that purpose would be a good area to focus on so that the rules could more effectively address the uses. Staff responded that accessory structures are not permitted to be businesses so they can only be used for some type of storage. A. Hallman agreed with M. Pollard's comment that this would be valuable to be sure that one is for storage, garage, or barn versus a mother-in-law suite.

S. Harrington revisited that this may be two separate issues, one to define breezeways to not treat the structures as one building and a second to address what use, and size is permitted for an accessory structure.

Commissioner Kovacs asked what the rationale was for using 50% of the first-floor heated area was to determine the footprint for the accessory dwelling unit. She then provided the scenario

that a 2-story home on 5 acres with 1,000 square foot first floor would be allowed to build the maximum of 650 square feet ADU versus a 2,000 square foot ranch home on 1-acre that would be allowed to build 1,000 square feet ADU. The factor of the lot size and that the homes are equal in square footage is not considered. She recommended staff review that in their consideration of ADU's.

E. Sloop commented that she may be able to clear up some information raised on Item TA23-06 that would allow the Board not to have to meet the following month. She then reviewed Section 3 of the proposed changes and highlighted that the wording states "when one is required, and generally required" which allows staff not to place the wordy exclusions that are applicable to this and instead know that the County will not require a building permit where one is not required. The specific language from NCGS 160D-110(a)(2) is specific to residential one and two dwellings and does not need to be detailed within the zoning ordinance.

M. Jones commented that subsection 7 of the proposed ordinance implies a building permit would be necessary. E. Sloop responded that if you read the beginning it puts the context that it is generally require and when one is required, therefore legally it is not viewed as a conflict.

A. Hallman asked if the average homeowner would be confused by this. E. Sloop stated that generally the zoning ordinance here is reviewed by contractors completing new construction, so she does not see this as being misunderstood by a homeowner. Additionally, the County is the only issuing authority for building permits and they are not going to require a building permit for something when it is not legally required. The County's website and documentation provides much more detail available for the homeowner as they are the issuing authority.

E. Sloop commented that if anyone on the Board would like to reconsider to recommend approval on these simple statutory housekeeping items then the Board will not have to reconvene in November for the one item.

F. Gammon commented that he is not opposed to moving it forward, but he would like staff to still review the wording to see if it could be improved and clarified.

M. Jones commented the request was also in place for staff to review NCGS 160D-804(j). E. Sloop responded that the Ordinance does not address the design standards, they are all within the Engineering Manual because they are very technical, and the goal is to not make the Ordinances more convoluted. If the Engineering Manual needs to be updated it will.

Motion: F. Gammon made a Motion to Reconsider the previous motion on TA23-06. S. Harrington seconded the motion.

M. Jones commented that he believes that there are technical problems with what staff has presented and he believes staff should re-review of the legislation to make the Ordinance compliant with the relevant legislation.

Vote: The motion passed (5-1) with M. Jones opposed.

Motion: F. Gammon made Motion to recommend Approval of TA23-06 with the caveat that Planning and Legal department review HB488 and items pertaining to 160D-804(j) and ensure that the wording as written in the current ordinance applies and in concurrence with the state statute. S. Harrington seconded the motion.

M. Pollard requested that a timeline for when the item will be presented to the HOAB be included. E. Sloop clarified that approval would move the item forward and that staff can make the research available to the Board but the item itself would not return for consideration to the Board.

Vote: the motion passed (4-2-1) with M. Jones opposed and M. Pollard abstaining.

Adjourn

Motion: F. Gammon made a Motion to Adjourn. K. Jones seconded the motion.

Vote: The motion passed unanimously (6-0).

Approved this ____ day of _____ 2023.

Chair or Vice Chair

Board Secretary

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2023**

**SESSION LAW 2023-108
HOUSE BILL 488**

AN ACT TO REORGANIZE THE BUILDING CODE COUNCIL AND CREATE THE RESIDENTIAL CODE COUNCIL, TO AMEND VARIOUS PROVISIONS OF THE NORTH CAROLINA STATE BUILDING CODE AND LAND DEVELOPMENT REGULATIONS, AND TO INCREASE THE PROJECT COST MINIMUM FOR APPLICABILITY OF GENERAL CONTRACTOR LICENSING REQUIREMENTS.

The General Assembly of North Carolina enacts:

BUILDING CODE COUNCIL REORGANIZATION, CREATION OF THE RESIDENTIAL CODE COUNCIL, AND CLARIFY STATUTORY REFERENCES TO THE NORTH CAROLINA STATE BUILDING CODE

SECTION 1.(a) Article 9 of Chapter 143 of the General Statutes reads as rewritten:

"Article 9.

~~"Building Code Council-Council, Residential Code Council, and North Carolina State Building Code.~~

"§ 143-136. Building Code Council created; membership, committees.

...

(d) Building Code Committee Created; Duties. – Within the Building Code Council, there is hereby created a Building Code Committee for all structures except those subject to the North Carolina ~~State-Residential Building Code: Residential Code for One and Two Family Dwellings.~~ Code. The committee shall be composed of the following nine members of the Building Code Council:

- (1) One of the licensed architects appointed by the chairman of the Building Code Council.
- (2) The licensed engineer practicing mechanical engineering.
- (3) The licensed engineer practicing electrical engineering.
- (4) The licensed engineer practicing structural engineering.
- (5) The municipal elected official.
- (6) The fire service representative.
- (7) The municipal or county building inspector.
- (8) The State agency engineer.
- (9) The licensed general contractor.

The chairman of the Building Code Council shall call the first meeting of the Committee, at which meeting the Committee shall elect a chairman from among the members of the Committee as the first order of business. Thereafter, the Committee shall meet upon the call of the chairman to review any proposal for revision or amendment to the North Carolina ~~State-Building Code~~, including provisions applicable to the North Carolina Energy Conservation Code, the North Carolina Electrical Code, the North Carolina Fuel Gas Code, the North Carolina Plumbing Code, the North Carolina Mechanical Code, the North Carolina Existing Building Code, and any other code applicable to commercial or multi-family construction, and no revision or amendment to any of these codes applicable to commercial or multi-family construction may be considered by the Building Code Council unless recommended by this committee. This committee shall also



oversee the process by which the Council conducts its revision of the codes applicable to commercial or multi-family construction pursuant to G.S. 143-138(d). This committee shall also consider any appeal or interpretation arising under G.S. 143-141 pertaining to codes applicable to commercial or multi-family construction and make a recommendation to the Building Code Council for disposition of the appeal or interpretation. In considering the recommendations of the committee related to revisions and amendments of the Building Code, nothing in this subsection shall prevent the Building Code Council from accepting, rejecting, or amending the recommendation, provided that any amendment to the recommendation must be germane.

"§ 143-136.1. Residential Code Council created; membership.

(a) Creation; Membership. – There is hereby created a Residential Code Council, which consists of 13 members appointed as follows:

- (1) One member appointed by the General Assembly upon the recommendation of the Speaker of the House of Representatives who shall hold an unlimited residential contractor license under Chapter 87 of the General Statutes.
- (2) One member appointed by the General Assembly upon the recommendation of the President Pro Tempore of the Senate who shall hold an intermediate residential contractor license under Chapter 87 of the General Statutes.
- (3) One member appointed by the General Assembly upon the recommendation of the Speaker of the House of Representatives who shall hold a plumbing contractor license under Chapter 87 of the General Statutes and specializes in residential construction.
- (4) One member appointed by the General Assembly upon the recommendation of the President Pro Tempore of the Senate who shall hold a heating contractor license under Chapter 87 of the General Statutes and specializes in residential construction.
- (5) One member appointed by the General Assembly upon the recommendation of the Speaker of the House of Representatives who shall hold an unlimited general contractor license under Chapter 87 of the General Statutes and specializes in coastal construction.
- (6) One member appointed by the General Assembly upon the recommendation of the President Pro Tempore of the Senate who shall hold a limited residential contractor license under Chapter 87 of the General Statutes.
- (7) One member appointed by the Governor subject to confirmation in accordance with Section 5(8) of Article III of the North Carolina Constitution, who shall hold an electrical contractor license under Chapter 87 of the General Statutes.
- (8) One member appointed by the Governor subject to confirmation in accordance with Section 5(8) of Article III of the North Carolina Constitution, who shall be a licensed professional engineer under Chapter 89C of the General Statutes and specializes in residential construction.
- (9) One member appointed by the Governor subject to confirmation in accordance with Section 5(8) of Article III of the North Carolina Constitution, who shall be a Level I or Level II Code-enforcement official employed by a municipality or county.
- (10) One member appointed by the Governor subject to confirmation in accordance with Section 5(8) of Article III of the North Carolina Constitution, who shall be a member of the public-at-large.
- (11) One member appointed by the Governor subject to confirmation in accordance with Section 5(8) of Article III of the North Carolina Constitution, who shall be a representative of the natural gas industry.

- (12) One member appointed by the Governor subject to confirmation in accordance with Section 5(8) of Article III of the North Carolina Constitution, who shall be a fire service representative.
- (13) One member appointed by the Governor subject to confirmation in accordance with Section 5(8) of Article III of the North Carolina Constitution, who shall hold a general contractor license under Chapter 87 of the General Statutes and specializes in residential foundations or concrete placement.

(b) Terms; Vacancies; Chair. – Of the members initially appointed by the General Assembly upon the recommendation of the Speaker of the House of Representatives, one shall serve for a term of two years, one shall serve for a term of four years, and one shall serve for a term of six years. Of the members initially appointed by the General Assembly upon the recommendation of the President Pro Tempore of the Senate, one shall serve for a term of two years, one shall serve for a term of four years, and one shall serve for a term of six years. Of the members initially appointed by the Governor, two shall serve for a term of two years, two shall serve for a term of four years, and three shall serve for a term of six years. Thereafter, all appointments shall be for terms of six years. Appointments by the General Assembly shall be made in accordance with G.S. 120-121, and vacancies in those appointments shall be filled in accordance with G.S. 120-122. Vacancies in appointments made by the Governor shall be filled by the Governor subject to confirmation in accordance with Section 5(8) of Article III of the North Carolina Constitution. The Governor shall designate one member of the Council as chair.

(c) Compensation. – Members of the Residential Code Council, other than any who are employees of the State, shall receive seven dollars (\$7.00) per day, including necessary time spent in traveling to and from their place of residence within the State to any place of meeting or while traveling on official business of the Council. In addition, all members shall receive mileage and subsistence according to State practice while going to and from any place of meeting, or when on official business of the Council.

(d) Duties. – The Residential Code Council shall review and consider any proposal for revision or amendment to the North Carolina Residential Code, including applicable provisions from the North Carolina Energy Conservation Code, North Carolina Electrical Code, North Carolina Fuel Gas Code, North Carolina Plumbing Code, North Carolina Mechanical Code, North Carolina Existing Building Code, and any other code applicable to residential construction. This Council shall also consider any appeal or interpretation arising under G.S. 143-141 pertaining to the North Carolina Residential Code and make disposition of the appeal or issue an interpretation.

"§ 143-137. Organization of Council; rules; meetings; staff; fiscal affairs.

...

(d) Fiscal Affairs of the Council. – All funds for the operations of the Council and its staff shall be appropriated to the Department of Insurance for the use of the Council. All such funds shall be held in a separate or special account on the books of the Department of Insurance, with a separate financial designation or code number to be assigned by the Department of Administration-Insurance or its agent. Expenditures for staff salaries and operating expenses shall be made in the same manner as the expenditure of any other Department of Insurance funds. The Department of Insurance may hire such additional personnel as may be necessary to handle the work of the Building Code Council, within the limits of funds appropriated for the Council and with the approval of the Council.

"§ 143-137.1. Organization of Residential Code Council; rules; meetings; staff; fiscal affairs; quorum.

(a) First Meeting; Organization; Rules. – Within 30 days after its appointment, the Residential Code Council shall meet on call of the Commissioner of Insurance. The Council shall adopt rules it may deem necessary for the proper discharge of its duties. The chair may establish and appoint members to any committees the work of the Council may require. In addition, the

chair may establish and appoint an ad hoc code revision committee to consider and prepare revisions and amendments to the North Carolina Residential Code. The ad hoc committee shall consist of members of the Council, licensed contractors, and design professionals most affected by the North Carolina Residential Code, and members of the public. Committees shall meet upon the call of their respective chairs and shall report their recommendations to the Council.

(b) Meetings. – The Residential Code Council shall meet regularly, at least once every six months, at places and dates to be determined by the Council. Special meetings may be called by the chair and must be called by the chair at the request of two or more members of the Council. All members shall be notified by the chair in writing of the time and place of regular and special meetings at least seven days in advance of such meeting. All meetings shall be open to the public.

(c) Staff. – Personnel of the Division of Engineering of the Department of Insurance shall serve as a staff for the Residential Code Council. This staff shall have the following duties:

(1) Keeping an accurate and complete record of all meetings, hearings, correspondence, laboratory studies, and technical work performed by or for the Council, and making these records available for public inspection at all reasonable times.

(2) Handling correspondence for the Council.

(d) Fiscal Affairs of the Council. – All funds for the operations of the Residential Code Council and its staff shall be appropriated to the Department of Insurance for the use of the Council. These funds shall be held in a separate or special account on the books of the Department of Insurance, with a separate financial designation or code number to be assigned by the Department of Insurance or its agent. Expenditures for staff salaries and operating expenses shall be made in the same manner as the expenditure of any other Department of Insurance funds. The Department of Insurance may hire any additional personnel necessary to handle the work of the Council, within the limits of funds appropriated for the Council and with the approval of the Council.

(e) Quorum; Voting; No Proxy Vote. – Nine members shall constitute a quorum for the transaction of business and an affirmative vote of nine members present shall be necessary to approve any action of the Council, including any amendment or revision to the North Carolina Residential Code. No member may vote by proxy.

"§ 143-138. North Carolina State Building Code.

(a) Preparation and Adoption. – The Building Code Council and Residential Code Council may prepare and adopt, in accordance with the provisions of this Article, a North Carolina State Building Code. Before the adoption of any volume of the Code, or any part of the Code, the responsible Council shall hold at least one public hearing. A notice of the public hearing shall be published in the North Carolina Register at least 15 days before the date of the hearing. Notwithstanding G.S. 150B-2(8a)h., any volume, or any part, of the North Carolina State Building Code as adopted by the Building Code Council or Residential Code Council is a rule within the meaning of G.S. 150B-2(8a) and shall be adopted in accordance with the procedural requirements of Article 2A of Chapter 150B of the General Statutes. For the purposes of this Article, "North Carolina State Building Code" or "Code" shall collectively refer to all Code volumes, as revised or amended, prepared and adopted by the Building Code Council or Residential Code Council pursuant to this Article, including the following Code volumes:

- (1) North Carolina Administrative Code and Policies.
- (2) North Carolina Building Code.
- (3) North Carolina Electrical Code.
- (4) North Carolina Energy Conservation Code.
- (5) North Carolina Existing Building Code.
- (6) North Carolina Fire Code.
- (7) North Carolina Fuel Gas Code.
- (8) North Carolina Mechanical Code.

- (9) North Carolina Plumbing Code.
- (10) North Carolina Residential Code.
- (a1) Additional Adoption Requirements. –
 - (1) The Building Code Council or Residential Code Council shall request the Office of State Budget and Management to prepare a fiscal note for a proposed Code change that has a substantial economic impact, as defined in G.S. 150B-21.4(b1), or that increases the cost of residential housing by eighty dollars (\$80.00) or more per housing unit. The change can become effective only in accordance with G.S. 143-138(d). Neither the Department of Insurance nor the ~~Council-Councils~~ shall be required to expend any monies to pay for the preparation of any fiscal note under this section by any person outside of the Department or ~~Council-Councils~~ unless the Department or ~~Council-contracs-Councils contract~~ with a third-party vendor to prepare the fiscal note.
 - (2) The responsible Council shall conduct a cost-benefit analysis for all proposed changes considered after January 1, 2018, to the North Carolina Energy Conservation Code.

(b) Contents of the Code. – The North Carolina State Building Code, as adopted by the Building Code Council or Residential Code Council, may include reasonable and suitable classifications of buildings and structures, both as to use and occupancy; general building restrictions as to location, height, and floor areas; rules for the lighting and ventilation of buildings and structures; requirements concerning means of egress from buildings and structures; requirements concerning means of ingress in buildings and structures; rules governing construction and precautions to be taken during construction; rules as to permissible materials, loads, and stresses; rules governing chimneys, heating appliances, elevators, and other facilities connected with the buildings and structures; rules governing plumbing, heating, air conditioning for the purpose of comfort cooling by the lowering of temperature, and electrical systems; and such other reasonable rules pertaining to the construction of buildings and structures and the installation of particular facilities therein as may be found reasonably necessary for the protection of the occupants of the building or structure, its neighbors, and members of the public at large.

...

(b2) Carbon Monoxide Alarms. – The Code (i) may contain provisions requiring the installation of either battery-operated or electrical carbon monoxide alarms in every dwelling unit having a combustion heater, appliance, or fireplace, and in any dwelling unit having an attached garage and (ii) shall contain provisions requiring the installation of electrical carbon monoxide alarms at a lodging establishment. Violations of this subsection and rules adopted pursuant to this subsection shall be punishable in accordance with subsection (h) of this section and G.S. 143-139. In particular, the rules shall provide:

...

- (3) The Building Code Council shall modify the ~~NC State Building Code (Fire Prevention)~~ North Carolina Fire Code to regulate the provisions of this subsection in new and existing lodging establishments, including hotels, motels, tourist homes that provide accommodations for seven or more continuous days (extended-stay establishments), and bed and breakfast inns and bed and breakfast homes as defined in G.S. 130A-247; provided nothing in this subsection shall prevent the Building Code Council from establishing more stringent rules regulating carbon monoxide alarms or detectors for new lodging establishments, including hotels, motels, tourist homes that provide accommodations for seven or more continuous days (extended-stay establishments), and bed and breakfast inns and bed and breakfast homes as defined in G.S. 130A-247. The Building Code Council shall modify the ~~NC~~

- ~~State Building Code (Fire Prevention)~~ North Carolina Fire Code minimum inspection schedule to include annual inspections of new and existing lodging establishments, including hotels, motels, and tourist homes that provide accommodations for seven or more continuous days (extended-stay establishments), and bed and breakfast inns and bed and breakfast homes as defined in G.S. 130A-247 for the purpose of compliance with this subsection.
- (4) Upon discovery of a violation of this subsection that poses an imminent hazard and that is not corrected during an inspection of a lodging establishment subject to the provisions of G.S. 130A-248, the code official responsible for enforcing the ~~NC State Building Code (Fire Prevention)~~ North Carolina Fire Code shall immediately notify the local health director for the county in which the violation was discovered, or the local health director's designee, by verbal contact and shall also submit a written report documenting the violation of this subsection to the local health director for the county in which the violation was discovered, or the local health director's designee, on the next working day following the discovery of the violation. Within one working day of receipt of the written report documenting a violation of this subsection, the local health director for the county in which the violation was discovered, or the local health director's designee, shall investigate and take appropriate action regarding the permit for the lodging establishment, as provided in G.S. 130A-248. Lodging establishments having five or more rooms that are exempted from the requirements of G.S. 130A-248 by G.S. 130A-250 shall be subject to the penalties set forth in the ~~NC State Building Code (Fire Prevention)~~ North Carolina Fire Code.
- (5) Upon discovery of a violation of this subsection that does not pose an imminent hazard and that is not corrected during an inspection of a lodging establishment subject to the provisions of G.S. 130A-248, the owner or operator of the lodging establishment shall have a correction period of three working days following the discovery of the violation to notify the code official responsible for enforcing the ~~NC State Building Code (Fire Prevention)~~ North Carolina Fire Code verbally or in writing that the violation has been corrected. If the code official receives such notification, the code official may reinspect the portions of the lodging establishment that contained violations, but any fees for reinspection shall not exceed the fee charged for the initial inspection. If the code official receives no such notification, or if a reinspection discovers that previous violations were not corrected, the code official shall submit a written report documenting the violation of this subsection to the local health director for the county in which the violation was discovered, or the local health director's designee, within three working days following the termination of the correction period or the reinspection, whichever is later. The local health director shall investigate and may take appropriate action regarding the permit for the lodging establishment, as provided in G.S. 130A-248. Lodging establishments having five or more rooms that are exempted from the requirements of G.S. 130A-248 by G.S. 130A-250 shall be subject to the penalties set forth in the ~~NC State Building Code (Fire Prevention)~~ North Carolina Fire Code.

...

(b7) Appendices. – For the information of users thereof, the Code shall include as appendices the following:

- (1) Any rules governing boilers adopted by the Board of Boiler and Pressure Vessels Rules,

- (2) Any rules relating to the safe operation of elevators adopted by the Commissioner of Labor, and
- (3) Any rules relating to sanitation adopted by the Commission for Public Health which the Building Code Council or Residential Code Council believes pertinent.

The Code may include references to such other rules of special types, such as those of the Medical Care Commission and the Department of Public Instruction as may be useful to persons using the Code. No rule issued by any agency other than the Building Code Council or Residential Code Council shall be construed as a part of the Code, nor supersede that Code, it being intended that they be presented with the Code for information only.

...

(b9) Exclusion for Industrial Machinery. – Nothing in this Article shall extend to or be construed as being applicable to the regulation of the design, construction, location, installation, or operation of industrial machinery. However, if during the ~~building-code-Code~~ inspection process, an electrical inspector has any concerns about the electrical safety of a piece of industrial machinery, the electrical inspector may refer that concern to the Occupational Safety and Health Division in the North Carolina Department of Labor but shall not withhold the certificate of occupancy nor mandate third-party testing of the industrial machinery based solely on this concern. For the purposes of this paragraph, "industrial machinery" means equipment and machinery used in a system of operations for the explicit purpose of producing a product or acquired by a State-supported center providing testing, research, and development services to manufacturing clients. The term does not include equipment that is permanently attached to or a component part of a building and related to general building services such as ventilation, heating and cooling, plumbing, fire suppression or prevention, and general electrical transmission.

...

(b13) Migrant Housing. – The Building Code Council shall provide for an exemption from any requirements in the ~~fire-prevention-code-North Carolina Fire Code~~ for installation of an automatic sprinkler system applicable to buildings meeting all of the following:

- (1) Has one floor.
- (2) Meets all requirements of 29 C.F.R. § 1910.142, as amended.
- (3) Meets all requirements of Article 19 of Chapter 95 of the General Statutes and rules implementing that Article.

For purposes of this subsection, "migrant housing" and "migrant" shall be defined as in G.S. 95-223.

...

(b15) Exclusion from Energy Conservation Code Requirements for Existing Commercial Buildings. – The alteration of commercial buildings and structures that received a certificate of occupancy prior to January 1, 2012, may be subject to the rules pertaining to energy efficiency and energy conservation that were in effect on December 31, 2011. The addition to commercial buildings and structures that received a certificate of occupancy prior to January 1, 2012, may be subject to the rules pertaining to energy efficiency and energy conservation that were in effect on December 31, 2011, so long as the addition does not increase the building area of the existing commercial building or structure to more than one hundred fifty percent (150%) of the building area of the commercial building or structure as it was in existence on December 31, 2011. For the purpose of this subsection, the term "commercial buildings and structures" shall include all structures and buildings that are not classified as a Group R occupancy by the Building Code Council.

...

(b18) Exclusion From Energy ~~Efficiency~~-Conservation Code Requirements for Certain Use and Occupancy Classifications. – The Building Code Council shall provide for an exemption from any requirements in the energy efficiency standards pursuant to Chapter 13 of the 2012

North Carolina Building Code and the 2012 Energy Conservation Code, and any subsequent amendments to the North Carolina Building Code and North Carolina Energy Conservation Code, for the following use and occupancy classifications pursuant to Chapter 3 of the 2012 North Carolina Building Code: Section 306, Factory Group F; Section 311, Storage Group S; and Section 312, Utility and Miscellaneous Group U. This exclusion shall apply to the entire floor area of any structure for which the primary use or occupancy is listed herein.

(b19) Exclusion From Energy Efficiency Code Requirements for Residential Garages. – The Residential Code Council shall provide for an exemption for detached and attached garages located on the same lot as a dwelling from any requirements in the energy efficiency standards pursuant to Chapter 11 of the North Carolina Residential Code ~~for One and Two Family Dwellings~~ and Chapter 4 of the North Carolina Energy Conservation Code.

...

(b22) (Expires December 31, 2024 – see note) Limit Requirement for Certain Plans to be Under Professional Seal. – The North Carolina State Building Code shall not require that plans and specifications for any alteration, remodeling, renovation, or repair of a commercial building or structure be prepared by and under the seal of a registered architect licensed under Chapter 83A of the General Statutes, or a registered engineer licensed under Chapter 89C of the General Statutes, if the alteration, remodeling, renovation, or repair costs less than three hundred thousand dollars (\$300,000) or if the total building area does not exceed 3,000 square feet in gross floor area and all of the following apply:

- (1) The alteration, remodeling, renovation, or repair does not include the addition, repair, or replacement of load-bearing structures.
- (2) The alteration, remodeling, renovation, or repair is not subject to the requirements of G.S. 133-1.1(a).
- (3) The alteration, remodeling, renovation, or repair is performed in accordance with the current edition of the North Carolina Fire ~~Prevention~~ Code.

(c) Standards to Be Followed in Adopting the Code. – All regulations contained in the North Carolina State Building Code shall have a reasonable and substantial connection with the public health, safety, morals, or general welfare, health and safety, and their provisions shall be construed reasonably to those ends. Requirements of the Code shall conform to good engineering practice. The Building Code Council and Residential Code Council may use as guidance, but is not required to adopt, the requirements of the International Building Code of the International Code Council, the Standard Building Code of the Southern Building Code Congress International, Inc., the Uniform Building Code of the International Conference of Building Officials, the National Building Code of the Building Officials and Code Administrators, Inc., the National Electric Code, the Life Safety Code, the National Fuel Gas Code, the Fire Prevention Code of the National Fire Protection Association, the Safety Code for Elevators and Escalators, and the Boiler and Pressure Vessel Code of the American Society of Mechanical Engineers, and standards promulgated by the American National Standards Institute, Standards Underwriters' Laboratories, Inc., and similar national or international agencies engaged in research concerning strength of materials, safe design, and other factors bearing upon health and safety.

...

(d) Amendments of the Code. – ~~Subject to the procedures set forth in G.S. 143-136(e) and (d), the~~ The Building Code Council and Residential Code Council may periodically revise and amend ~~the those parts of the North Carolina State Building Code, Code for which those Councils are responsible,~~ either on ~~its~~ their own motion or upon application from any citizen, State agency, or political subdivision of the State. In addition to the periodic revisions or amendments made by the responsible Council, the Residential Code Council ~~shall, following the procedure set forth in G.S. 143-136(e), shall perform a comprehensive review and revise or amend the North Carolina State Building Code: Residential Code for One and Two Family Dwellings, Code,~~ including provisions applicable to ~~One and Two Family Dwellings dwellings~~

covered by the North Carolina Residential Code, from the ~~NC~~ North Carolina Energy Conservation Code, ~~NC~~ North Carolina Electrical Code, ~~NC~~ North Carolina Fuel Gas Code, ~~NC~~ North Carolina Plumbing Code, and ~~NC~~ North Carolina Mechanical Code only every six years, to become effective the first day of January of the following year, with at least six months between adoption and effective date. The first six-year revision by the Residential Council under this subsection shall be adopted to become effective January 1, ~~2019, 2031,~~ and every six years thereafter. After its appointment pursuant to G.S. 143-136.1, the Residential Code Council shall review the North Carolina Energy Conservation Code, the North Carolina Fuel Gas Code, and the North Carolina Mechanical Code and may amend the relevant chapters of the North Carolina Residential Code, affected by that review, by January 1, 2026. Following the adoption of amendments to the North Carolina Residential Code affected by that review, the North Carolina Residential Code shall also be subject to the first six-year revision under this subsection. In adopting any amendment, the Building Code Council and Residential Code Council shall comply with the same procedural requirements and the same standards set forth above for adoption of the Code. The Building Code Council and Residential Code Council, through the Department of Insurance, shall publish in the North Carolina Register all appeal decisions made by the responsible Code Council and all formal opinions at least semiannually. The Building Code Council and Residential Code Council, through the Department of Insurance, shall also publish at least semiannually in the North Carolina Register a statement providing the accurate Web-site website address and information on how to find additional commentary and interpretation of the Code.

(d1) Cost-Benefit Analysis. – When the Building Code Council or Residential Code Council revises or amends the North Carolina State Building ~~Code Code~~, or any part of the Code, as provided in subsection (d) of this section and considers an economic analysis or cost-benefit analysis of the proposed revision or amendment, the responsible Code Council shall not limit its review to an economic analysis or cost-benefit analysis submitted by the proponent of the proposed revision or amendment but shall either conduct its own economic analysis or cost-benefit analysis or consider an economic analysis or cost-benefit analysis submitted other than by the proponent of the proposed revision or amendment. This section shall not apply to a proposal for revision or amendment made upon motion of a responsible Code Council or submitted by a State agency or political subdivision of the State.

(e) Effect upon Local Codes. – Except as otherwise provided in this section, the North Carolina State Building Code shall apply throughout the State, from the time of its adoption. Approved rules shall become effective in accordance with G.S. 150B-21.3. However, any political subdivision of the State may adopt a fire prevention code and floodplain management regulations within its jurisdiction. The territorial jurisdiction of any municipality or county for this purpose, unless otherwise specified by the General Assembly, shall be as follows: Municipal jurisdiction shall include all areas within the corporate limits of the municipality and extraterritorial jurisdiction areas established as provided in G.S. 160D-202 or a local act; county jurisdiction shall include all other areas of the county. No such code or regulations, other than floodplain management regulations and those permitted by G.S. 160D-1128, shall be effective until they have been officially approved by the ~~Building-responsible~~ responsible Code Council as providing adequate minimum standards to preserve and protect health and safety, in accordance with the provisions of subsection (c) above. Local floodplain regulations may regulate all types and uses of buildings or structures located in flood hazard areas identified by local, State, and federal agencies, and include provisions governing substantial improvements, substantial damage, cumulative substantial improvements, lowest floor elevation, protection of mechanical and electrical systems, foundation construction, anchorage, acceptable flood resistant materials, and other measures the political subdivision deems necessary considering the characteristics of its flood hazards and vulnerability. In the absence of approval by the Building Code Council or Residential Code Council, or in the event that approval is withdrawn, local fire prevention codes

and regulations shall have no force and effect. Provided any local regulations approved by the local governing body which are found by the Council to be more stringent than the adopted statewide fire prevention code and which are found to regulate only activities and conditions in buildings, structures, and premises that pose dangers of fire, explosion or related hazards, and are not matters in conflict with the ~~State Building Code~~, may be approved. Local governments may enforce the fire prevention code of the ~~State Building Code~~ using civil remedies authorized under G.S. 143-139, 153A-123, and 160A-175. If the Commissioner of Insurance or other State official with responsibility for enforcement of the Code institutes a civil action pursuant to G.S. 143-139, a local government may not institute a civil action under G.S. 143-139, 153A-123, or 160A-175 based upon the same violation. Appeals from the assessment or imposition of such civil remedies shall be as provided in G.S. 160D-1127.

A local government may not adopt any ordinance in conflict with the exemption provided by subsection (c1) of this section. No local ordinance or regulation shall be construed to limit the exemption provided by subsection (c1) of this section.

...

(g) Publication and Distribution of Code. – The Building Code Council and Residential Code Council shall cause to be printed, after adoption by ~~the~~ each responsible Code Council, the North Carolina State Building ~~Code~~ Code, or any part of the Code, and each amendment thereto. It shall, at the State's expense, distribute copies of the Code and each amendment to State and local governmental officials, departments, agencies, and educational institutions, as is set out in the table below. (Those marked by an asterisk will receive copies only on written request to the Council.)

OFFICIAL OR AGENCY	NUMBER OF COPIES
State Departments and Officials	
Governor	1
Lieutenant Governor	1
Auditor	1
Treasurer	1
Secretary of State	1
Superintendent of Public Instruction.....	1
Attorney General (Library)	1
Commissioner of Agriculture.....	1
Commissioner of Labor.....	1
Commissioner of Insurance	1
Department of Environmental	
Quality.....	1
Department of Health and Human Service	1
Division of Adult Correction and Juvenile Justice of the	
Department of Public Safety	1
Board of Transportation	1
Utilities Commission.....	1
Department of Administration	1
Clerk of the Supreme Court	1
Clerk of the Court of Appeals	1
Department of Natural and Cultural Resources [State	
Library]	1
Supreme Court Library	1
Legislative Library	1
Office of Administrative Hearings.....	1
Rules Review Commission	1

Schools

All state-supported colleges and universities
in the State of North Carolina *1 each

Local Officials

Clerks of the Superior Courts..... 1 each

Chief Building Inspector of each incorporated
municipality or county 1

In addition, the Building Code Council and Residential Code Council shall make additional copies available at such price as it shall deem reasonable to members of the general public. The proceeds from sales of the ~~Building Code Code~~, or any part of the Code, shall be credited to the Insurance Regulatory Fund under G.S. 58-6-25.

...

(j) Subsection (i) of this section does not apply to business occupancy buildings as defined in the North Carolina ~~State~~ Building Code except that evacuation plans as required on page 8, lines 2 through 16, and smoke detectors as required for Class I Buildings as required by Section 1008.2, page 11, lines 5 through 21; Class II Buildings as required by Section 1008.3, page 17, lines 17 through 28 and page 18, lines 1 through 10; and Class III Buildings, as required by Section 1008.4, lines 21 through 25 shall not be exempted from operation of this act as applied to business occupancy buildings, except that the Council shall adopt rules that allow a business occupancy building built prior to 1953 to have a single exit to remain if the building complies with the North Carolina Building Code on or before December 31, 2006.

(j1) A nonbusiness occupancy building built prior to the adoption of the 1953 Building Code that is not in compliance with Section 402.1.3.5 of Volume IX of the Building Code or Section 3407.2.2 of Volume I of the Building Code must comply with the applicable sections by December 31, 2006.

...

"§ 143-138.1. Introduction and instruction of the North Carolina State Building Code; posting of written commentaries and interpretations on Department of Insurance ~~Web site~~.website.

(a) Prior to the effective date of Code changes pursuant to G.S. 143-138, the ~~State Building responsible~~ Code Council and Department of Insurance shall provide for instructional classes for the various trades affected by the ~~Code changes~~. The Department of Insurance shall develop the curriculum for each class but shall consult the affected licensing boards and trade organizations. The curriculum shall include explanations of the rationale and need for each Code amendment or revision. Classes may also be conducted by, on behalf of, or in cooperation with licensing boards, trade associations, and professional societies. The Department of Insurance may charge fees sufficient to recover the costs it incurs under this section. The responsible Code Council shall ensure that courses are accessible to persons throughout the State.

(b) The Department of Insurance shall post and maintain on that portion of its ~~Web site~~ website devoted to the Building Code Council and Residential Code Council written commentaries and written interpretations made and given by staff to ~~the each responsible Code Council~~ and the Department for each section of the North Carolina State Building Code within 10 business days of issuance.

"§ 143-139. Enforcement of the North Carolina State Building Code.

(a) Procedural Requirements. – Subject to the provisions set forth herein, the Building Code Council and Residential Code Council shall adopt such procedural requirements in the North Carolina State Building Code as shall appear reasonably necessary for adequate enforcement of the Code while safeguarding the rights of persons subject to the Code.

...

"§ 143-139.1. Certification of manufactured buildings, structures or components by recognized independent testing laboratory; minimum standards for single-family, on-frame modular homes.

(a) Certification. – The North Carolina State Building Code may provide, in circumstances deemed appropriate by the ~~Building-responsible~~ Code Council, for testing, evaluation, inspection, and certification of buildings, structures or components manufactured off the site on which they are to be erected, by a recognized independent testing laboratory having follow-up inspection services approved by the ~~Building-responsible~~ Code Council. Approval of such buildings, structures or components shall be evidenced by labels or seals acceptable to the responsible Council. All building units, structures or components bearing such labels or seals shall be deemed to meet the requirements of the North Carolina State Building Code and this Article without further inspection or payment of fees, except as may be required for the enforcement of the Code relative to the connection of units and components and enforcement of local ordinances governing zoning, utility connections, and foundations permits. The Building Code Council and Residential Code Council shall adopt and may amend from time to time such reasonable and appropriate rules and regulations as ~~it deems they deem~~ necessary for approval of agencies offering such testing, evaluation, inspection, and certification services and for overseeing their operations. Such rules and regulations shall include provisions to insure that such agencies are independent and free of any potential conflicts of interest which might influence their judgment in exercising their functions under the ~~Code, for which they are responsible.~~ Such rules and regulations may include a schedule of reasonable fees to cover administrative expenses in approving and overseeing operations of such agencies and may require the posting of a bond or other security satisfactory to the responsible Code Council guaranteeing faithful performance of duties under the Code.

The ~~Building-responsible~~ Code Council may also adopt rules to insure that any person that is not licensed, in accordance with G.S. 87-1, and that undertakes to erect a North Carolina labeled manufactured modular building, meets the manufacturer's installation instructions and applicable provisions of the North Carolina State Building Code. Any such person, before securing a permit to erect a modular building, shall provide the code enforcement official proof that he has in force for each modular building to be erected a \$5,000 surety bond insuring compliance with the regulations of the North Carolina State Building Code governing installation of modular buildings.

...

"§ 143-139.2. Enforcement of insulation requirements; certificate for occupancy; no electric service without compliance.

(a) In addition to other enforcement provisions set forth in this Chapter, no single family or multi-unit residential building on which construction is begun in North Carolina on or after January 1, 1978, shall be occupied until it has been certified as being in compliance with the minimum insulation standards for residential construction, as prescribed in the North Carolina State Building Code or as approved by the ~~Building-responsible~~ Code Council as provided in G.S. 143-138(e).

(b) No public supplier of electric service, including regulated public utilities, municipal electric service and electric membership corporations, shall connect for electric service to an occupant any residential building on which construction is begun on or after January 1, 1978, unless said building complies with the insulation requirements of the North Carolina State Building Code or of local building codes approved by the ~~Building Codes-responsible~~ Code Council as provided in G.S. 143-138(e), and has been certified for occupancy in compliance with the minimum insulation standards of the North Carolina State Building Code or of any local modification approved as provided in G.S. 143-138(e), by a person designated as an inspector pursuant to subsection (a) of this section.

(c) This section shall apply only in any county or city that elects to enforce the insulation and energy utilization standards of the North Carolina State Building Code pursuant to G.S. 143-151.27.

...

"§ 143-140. Hearings before enforcement agencies as to questions under the North Carolina State Building Code.

(a) Any person desiring to raise any question under this Article or under the North Carolina State Building Code shall be entitled to a technical interpretation from the appropriate enforcement agency, as designated in the preceding section. Upon request in writing by any such person, the enforcement agency through an appropriate official shall within a reasonable time provide a written interpretation, setting forth the facts found, the decision reached, and the reasons therefor. In the event of dissatisfaction with such decision, the person affected shall have the options of:

- (1) Appealing to the Building Code Council or the Residential Code Council.
- (2) Appealing directly to the Superior Court, as provided in G.S. 143-141.

(b) If an interpretation under this section or under G.S. 143-141(b) changes after a building permit is issued, the permit applicant may choose which version of the interpretation will apply to the permit, unless such a choice would cause harm to life or property.

"§ 143-140.1. Alternative design construction and methods; appeals.

~~The North Carolina Building Code Council shall, by January 1, 2023, promulgate rules, procedures, and policies for the approval of alternative designs and construction. Alternative designs and construction shall that follow the North Carolina State Building Code. The Residential Code Council shall, by January 1, 2026, promulgate rules, procedures, and policies for the approval of alternative designs and construction that follow the North Carolina State Building Code.~~ In the event of a dispute between a local authority having jurisdiction and the designer or owner-representative regarding alternative designs and construction, and notwithstanding any other section within this Article, appeals by the designer or owner-representative on matters pertaining to alternative design construction or methods shall be heard by the Department of Insurance Engineering Division. The Department of Insurance Engineering Division shall issue its decision regarding an appeal filed under this section within 10 business days. The Commissioner of Insurance shall adopt rules in furtherance of this section.

"§ 143-141. Appeals to Building Code Council and Residential Code Council.

(a) Method of Appeal. – Whenever any person desires to take an appeal to the Building responsible Code Council from the decision of a State enforcement agency relating to any matter under this Article or under the North Carolina State Building Code, ~~he the appellant shall~~ within 30 days after ~~such the~~ decision give written notice of appeal to the Building responsible Code Council through the Division of Engineering of the Department of Insurance ~~that he desires to take an appeal. Insurance.~~ A copy of ~~such the~~ notice of appeal shall be filed at the same time with the enforcement agency from which the appeal is taken. The chairman of the Building responsible Code Council shall fix a reasonable time and place for a hearing, giving reasonable notice to the appellant and to the enforcement agency. Such hearing shall be not later than the next regular meeting of the responsible Code Council. The Building responsible Code Council shall thereupon conduct a full and complete hearing as to the matters in controversy, after which it shall within a reasonable time give a written decision setting forth its findings of fact and its conclusions.

(b) Interpretations of the Code. – The Building responsible Code Council shall have the duty, in hearing appeals, to give interpretations of such provisions of the North Carolina State Building Code ~~as shall be~~ pertinent to the ~~matter at issue. appeal.~~ Where the responsible Code Council finds that an enforcement agency was in error in its interpretation of the Code, it shall remand the case to the agency with instructions to take such action as it directs. Interpretations by the responsible Code Council and local enforcement officials shall be based on a reasonable construction of the Code provisions.

(c) Variations of the Code. – Where the Building responsible Code Council finds on appeal that materials or methods of construction proposed to be used are as good as those required by the Code, it shall remand the case to the enforcement agency with instructions to permit the use of such materials or methods of construction. The responsible Code Council shall thereupon

immediately initiate procedures for amending the Code as necessary to permit the use of such materials or methods of construction.

(c1) Posting on Department ~~Web Site~~ Website – The Department of Insurance shall post and maintain on that portion of its ~~Web site~~ website devoted to the ~~Building-responsible~~ Code Council all appeal decisions, interpretations, and variations of the Code issued by the responsible Code Council within 10 business days of issuance.

(d) Further Appeals to the Courts. – Whenever any person desires to take an appeal from a decision of the ~~Building-responsible~~ Code Council or from the decision of an enforcement agency (with or without an appeal to the ~~Building-responsible~~ Code Council), ~~he the appellant~~ may take an appeal either to the Wake County Superior Court or to the superior court of the county in which the proposed building is to be situated, in accordance with the provisions of Chapter 150B of the General Statutes.

"§ 143-142. Further duties of the ~~Building Code Council~~ Councils.

(a) Recommended Statutory Changes. – It shall be the duty of the ~~Building-responsible~~ Code Council to make a thorough and continuing study of the building laws of the State, including both the statutes enacted by the General Assembly and the rules and regulations adopted by State and local agencies. On the basis of such ~~study~~ studies, the responsible Council shall from time to time recommend to the ~~1959 and subsequent General Assemblies~~ Assembly desirable statutory changes to simplify and improve such laws.

(b) Recommend Changes in Enforcement Procedures. – It shall be the duty of the ~~Building-responsible~~ Code Council to make a thorough and continuing study of the manner in which the building laws of the State are enforced by State, local, and private agencies. On the basis of such studies, the Council may recommend to the General Assembly any statutory changes necessary to improve and simplify the enforcement machinery. The responsible Code Council may also advise State agencies as to any changes in administrative practices which could be made to improve the enforcement of building laws without statutory changes.

...

"§ 143-143.2. Electric wiring of houses, buildings, and structures.

(a) The electric wiring of houses or buildings for lighting or for other purposes shall conform to the requirements of the North Carolina State Building Code and any other applicable State and local laws.

...

"§ 143-143.3. Temporary toilet facilities at construction sites.

(a) Suitable toilet facilities shall be provided and maintained in a sanitary condition during construction. An adequate number of facilities must be provided for the number of employees at the construction site. There shall be at least one facility for every two contiguous construction sites. Such facilities may be portable, enclosed, chemically treated, tank-tight units. Portable toilets shall be enclosed, screened, and weatherproofed with internal latches. Temporary toilet facilities need not be provided on-site for crews on a job site for no more than one working day and having transportation readily available to nearby toilet facilities.

(b) It shall be the duty of the ~~Building-responsible~~ Code Council to establish standards to carry out the provisions of subsection (a) of this section not inconsistent with the requirements for toilet facilities at construction sites established pursuant to federal occupational safety and health rules.

...."

SECTION 1.(b) G.S. 143-136(c) is repealed.

SECTION 1.(c) G.S. 160D-102(14) reads as rewritten:

"(14) Development regulation. – A unified development ordinance, zoning regulation, subdivision regulation, erosion and sedimentation control regulation, floodplain or flood damage prevention regulation, mountain ridge protection regulation, stormwater control regulation, wireless

telecommunication facility regulation, historic preservation or landmark regulation, housing code, North Carolina State Building Code enforcement, or any other regulation adopted pursuant to this Chapter, or a local act or charter that regulates land use or development."

SECTION 1.(d) G.S. 160D-702 reads as rewritten:

"§ 160D-702. Grant of power.

(a) A local government may adopt zoning regulations. Except as provided in subsections (b) and (c) of this section, a zoning regulation may regulate and restrict the height, number of stories, and size of buildings and other structures; the percentage of lots that may be occupied; the size of yards, courts, and other open spaces; the density of population; the location and use of buildings, structures, and land. A local government may regulate development, including floating homes, over estuarine waters and over lands covered by navigable waters owned by the State pursuant to G.S. 146-12. A zoning regulation shall provide density credits or severable development rights for dedicated rights-of-way pursuant to G.S. 136-66.10 or G.S. 136-66.11. Where appropriate, a zoning regulation may include requirements that street and utility rights-of-way be dedicated to the public, that provision be made of recreational space and facilities, and that performance guarantees be provided, all to the same extent and with the same limitations as provided for in G.S. 160D-804 and G.S. 160D-804.1.

(b) Any regulation relating to building design elements adopted under this Chapter may not be applied to any structures subject to regulation under the North Carolina Residential Code ~~for One and Two Family Dwellings~~ except under one or more of the following circumstances:

- (1) The structures are located in an area designated as a local historic district pursuant to Part 4 of Article 9 of this Chapter.
- (2) The structures are located in an area designated as a historic district on the National Register of Historic Places.
- (3) The structures are individually designated as local, State, or national historic landmarks.
- (4) The regulations are directly and substantially related to the requirements of applicable safety codes adopted under G.S. 143-138.
- (5) Where the regulations are applied to manufactured housing in a manner consistent with G.S. 160D-908 and federal law.
- (6) Where the regulations are adopted as a condition of participation in the National Flood Insurance Program.

Regulations prohibited by this subsection may not be applied, directly or indirectly, in any zoning district or conditional district unless voluntarily consented to by the owners of all the property to which those regulations may be applied as part of and in the course of the process of seeking and obtaining a zoning amendment or a zoning, subdivision, or development approval, nor may any such regulations be applied indirectly as part of a review pursuant to G.S. 160D-604 or G.S. 160D-605 of any proposed zoning amendment for consistency with an adopted comprehensive plan or other applicable officially adopted plan.

For the purposes of this subsection, the phrase "building design elements" means exterior building color; type or style of exterior cladding material; style or materials of roof structures or porches; exterior nonstructural architectural ornamentation; location or architectural styling of windows and doors, including garage doors; the number and types of rooms; and the interior layout of rooms. The phrase "building design elements" does not include any of the following: (i) the height, bulk, orientation, or location of a structure on a zoning lot, (ii) the use of buffering or screening to minimize visual impacts, to mitigate the impacts of light and noise, or to protect the privacy of neighbors, or (iii) regulations adopted pursuant to this Article governing the permitted uses of land or structures subject to the North Carolina Residential Code ~~for One and Two Family Dwellings~~ Code.

Nothing in this subsection affects the validity or enforceability of private covenants or other contractual agreements among property owners relating to building design elements.

(c) A zoning or other development regulation shall not do any of the following:

- (1) Set a minimum square footage of any structures subject to regulation under the ~~North Carolina Residential Code for One and Two Family Dwellings Code.~~
- (2) Set a maximum parking space size larger than 9 feet wide by 20 feet long unless the parking space is designated for handicap, parallel, or diagonal parking."

SECTION 1.(e) G.S. 160D-804(i) reads as rewritten:

"(i) Minimum Square Footage Exemption. – The regulation shall not set a minimum square footage of any structures subject to regulation under the ~~North Carolina Residential Code for One and Two Family Dwellings Code.~~"

SECTION 1.(f) G.S. 160D-706(b) reads as rewritten:

"(b) When adopting regulations under this Article, a local government may not use a definition of building, dwelling, dwelling unit, bedroom, or sleeping unit that is inconsistent with any definition of those terms in another statute or in a rule adopted by a State agency, including the ~~State Building Code Council or Residential Code Council.~~"

SECTION 1.(g) G.S. 160D-915(a)(5) reads as rewritten:

"(5) Temporary family health care structure. – A transportable residential structure providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that (i) is primarily assembled at a location other than its site of installation, (ii) is limited to one occupant who shall be the mentally or physically impaired person, (iii) has no more than 300 gross square feet, and (iv) complies with applicable provisions of the North Carolina State Building Code and G.S. 143-139.1(b). Placing the temporary family health care structure on a permanent foundation shall not be required or permitted."

SECTION 1.(h) G.S. 160D-1001(c) reads as rewritten:

"(c) This Article is supplemental to the powers conferred upon local governments and does not preclude or supersede rights and obligations established pursuant to other law regarding development approvals, site-specific vesting plans, or other provisions of law. A development agreement shall not exempt the property owner or developer from compliance with the North Carolina State Building Code or State or local housing codes that are not part of the local government's development regulations. When the governing board approves the rezoning of any property associated with a development agreement executed and recorded pursuant to this Article, the provisions of G.S. 160D-605(a) apply."

SECTION 1.(i) G.S. 160D-1103 reads as rewritten:

"§ 160D-1103. Qualifications of inspectors.

No local government shall employ an inspector to enforce the North Carolina State Building Code who does not have one of the following types of certificates issued by the North Carolina Code Officials Qualification Board attesting to the inspector's qualifications to hold such position: (i) a probationary certificate, (ii) a standard certificate, or (iii) a limited certificate which shall be valid only as an authorization to continue in the position held on the date specified in G.S. 143-151.13(c) and which shall become invalid if the inspector does not successfully complete in-service training specified by the Qualification Board within the period specified in G.S. 143-151.13(c). An inspector holding one of the above certificates can be promoted to a position requiring a higher level certificate only upon issuance by the Board of a standard certificate or probationary certificate appropriate for such new position."

SECTION 1.(j) G.S. 160D-1104, as amended by Section 4(b) of this act, reads as rewritten:

"§ 160D-1104. Duties and responsibilities.

...

(c) In performing the specific inspections required by the North Carolina State Building Code, the inspector shall conduct all inspections requested by the permit holder for each scheduled inspection. For each requested inspection, the inspector shall inform the permit holder of instances in which the work inspected fails to meet the requirements of the ~~North Carolina Residential Code for One and Two Family Dwellings~~ or the North Carolina State Building Code.

(d) Except as provided in G.S. 160D-1117 and G.S. 160D-1207, a local government may not adopt or enforce a local ordinance or resolution or any other policy that requires regular, routine inspections of buildings or structures constructed in compliance with the North Carolina Residential Code ~~for One and Two Family Dwellings~~ in addition to the specific inspections required by the North Carolina State Building Code without first obtaining approval from the ~~North Carolina Building Residential Code Council~~. A local government may not adopt or enforce a local ordinance or resolution or any other policy that requires routine exterior sheathing inspections for structures or dwellings covered by the North Carolina Building Code or North Carolina Residential Code located in a region where the ultimate wind speed is less than 140 miles per hour. The ~~North Carolina Building Residential Code Council~~ shall review all applications for additional inspections requested by a local government and shall, in a reasonable manner, approve or disapprove the additional inspections. This subsection does not limit the authority of the local government to require inspections upon unforeseen or unique circumstances that require immediate action. In performing the specific inspections required by the North Carolina Residential ~~Building Code~~, the inspector shall conduct all inspections requested by the permit holder for each scheduled inspection. For each requested inspection, the inspector shall inform the permit holder of instances in which the work inspected is incomplete or otherwise fails to meet the requirements of the North Carolina Residential Code ~~for One and Two Family Dwellings~~ or the North Carolina State Building Code. When a subsequent inspection is conducted to verify completion or correction of instances of Code noncompliance, any additional violations of the Code noted by the inspector on items already approved by the inspections department shall not delay the issuance of a temporary certificate of occupancy, and the inspections department shall not charge a fee for reinspection of those items.

...."

SECTION 1.(k) G.S. 160D-1106 reads as rewritten:

"§ 160D-1106. Alternate inspection method for component or element.

(a) Notwithstanding the requirements of this Article, a local government shall accept and approve, without further responsibility to inspect, a design or other proposal for a component or element in the construction of buildings from an architect licensed under Chapter 83A of the General Statutes or professional engineer licensed under Chapter 89C of the General Statutes provided all of the following apply:

- ...
- (3) The licensed architect or licensed professional engineer under subdivision (2) of this subsection provides the local government with a signed written document certifying that the component or element of the building inspected under subdivision (2) of this subsection is in compliance with the North Carolina ~~State Building Code or the North Carolina Residential Code for One and Two Family Dwellings~~ Code. The certification required under this subdivision shall be provided by electronic or physical delivery, [and] its receipt shall be promptly acknowledged by the local government through reciprocal means. The certification shall be made on a ~~form~~ forms created by the ~~North Carolina Building Code Council~~ and Residential Code Council which shall include at least the following:

- a. Permit number.
- b. Date of inspection.
- c. Type of inspection.
- d. Contractor's name and license number.
- e. Street address of the job location.
- f. Name, address, and telephone number of the person responsible for the inspection.

...

(c) With the exception of the requirements contained in subsection (a) of this section, no further certification by a licensed architect or licensed professional engineer is required for any component or element designed and sealed by a licensed architect or licensed professional engineer for the manufacturer of the component or element under the North Carolina State Building Code or the North Carolina Residential Code for One and Two Family Dwellings Code.

...."

SECTION 1.(l) G.S. 160D-1109(b) reads as rewritten:

"(b) A member of the inspection department shall not be in violation of this section when the local government, its inspection department, or one of the inspectors accepted a signed written document of compliance with the North Carolina State Building Code or the North Carolina Residential Code for One and Two Family Dwellings from a licensed architect or licensed engineer in accordance with G.S. 160D-1104(d)."

SECTION 1.(m) G.S. 160D-1110, as amended by Section 2(g) of this act, reads as rewritten:

"§ 160D-1110. Building permits.

(a) Except as provided in subsection (c) of this section, no person shall commence or proceed with any of the following without first securing all permits required by the North Carolina State Building Code and any other State or local laws applicable to any of the following activities:

- (1) The construction, reconstruction, alteration, repair, movement to another site, removal, or demolition of any building or structure.
- (2) The installation, extension, or general repair of any plumbing system except that in any one- or two-family dwelling unit a permit is not required for the connection of a water heater that is being replaced if (i) the work is performed by a person licensed under G.S. 87-21 who personally examines the work at completion and ensures that a leak test has been performed on the gas piping, and (ii) the energy use rate or thermal input is not greater than that of the water heater that is being replaced, there is no change in fuel, energy source, location, capacity, or routing or sizing of venting and piping, and the replacement is installed in accordance with the current edition of the North Carolina State Building Code.
- (3) The installation, extension, alteration, or general repair of any heating or cooling equipment system.
- (4) The installation, extension, alteration, or general repair of any electrical wiring, devices, appliances, or equipment, except that in any one- or two-family dwelling unit a permit is not required for repair or replacement of electrical lighting fixtures or devices, such as receptacles and lighting switches, or for the connection of an existing branch circuit to an electric water heater that is being replaced if all of the following requirements are met:
 - a. With respect to electric water heaters, the replacement water heater is placed in the same location and is of the same or less capacity and electrical rating as the original.

- b. With respect to electrical lighting fixtures and devices, the replacement is with a fixture or device having the same voltage and the same or less amperage.
- c. The work is performed by a person licensed under G.S. 87-43.
- d. The repair or replacement installation meets the current edition of the North Carolina State Building Code, including the ~~State~~North Carolina Electrical Code.

However, a building permit is not required for the installation, maintenance, or replacement of any load control device or equipment by an electric power supplier, as defined in G.S. 62-133.8, or an electrical contractor contracted by the electric power supplier, so long as the work is subject to supervision by an electrical contractor licensed under Article 4 of Chapter 87 of the General Statutes. The electric power supplier shall provide such installation, maintenance, or replacement in accordance with (i) an activity or program ordered, authorized, or approved by the North Carolina Utilities Commission pursuant to G.S. 62-133.8 or G.S. 62-133.9 or (ii) a similar program undertaken by a municipal electric service provider, whether the installation, modification, or replacement is made before or after the point of delivery of electric service to the customer. The exemption under this subsection applies to all existing installations.

(b) A building permit shall be in writing and shall contain a provision that the work done shall comply with the North Carolina State Building Code and all other applicable State and local laws. Nothing in this section requires a local government to review and approve residential building plans submitted to the local government pursuant to the North Carolina Residential Code, provided that the local government may review and approve the residential building plans as it deems necessary. If a local government chooses to review residential building plans for any structures subject to regulation under the North Carolina Residential ~~Code for One- and Two-Family Dwellings, Code~~, all initial reviews for the building permit must be performed within 15 business days of submission of the plans. A local government shall not require residential building plans for one- and two-family dwellings to be sealed by a licensed engineer or licensed architect unless required by the North Carolina State Building Code. No building permits shall be issued unless the plans and specifications are identified by the name and address of the author thereof, and, if the General Statutes of North Carolina require that plans for certain types of work be prepared only by a licensed architect or licensed engineer, no building permit shall be issued unless the plans and specifications bear the North Carolina seal of a licensed architect or of a licensed engineer. When any provision of the General Statutes of North Carolina or of any ordinance or development or zoning regulation requires that work be done by a licensed specialty contractor of any kind, no building permit for the work shall be issued unless the work is to be performed by such a duly licensed contractor.

...

(g) No building permit shall be issued pursuant to subdivision (1) of subsection (a) of this section where the cost of the work is forty thousand dollars (\$40,000) or more, other than for improvements to an existing single-family residential dwelling unit as defined in G.S. 87-15.5(7) that the owner occupies as a residence, or for the addition of an accessory building or accessory structure as defined in the North Carolina ~~Uniform Residential Building Code~~, the use of which is incidental to that residential dwelling unit, unless the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to G.S. 44A-11.1(a) is conspicuously set forth in the permit or in an attachment thereto. The building permit may contain the lien agent's electronic mail address. The lien agent information for each permit issued pursuant to this subsection shall be maintained by the inspection department in the same manner and in the same location in which it maintains its record of building permits issued. Where the improvements to a real property leasehold are limited to the purchase, transportation, and setup of a manufactured home, as defined in

G.S. 143-143.9(6), the purchase price of the manufactured home shall be excluded in determining whether the cost of the work is forty thousand dollars (\$40,000) or more.

...."

SECTION 1.(n) G.S. 160D-1112 reads as rewritten:

"§ 160D-1112. Changes in work.

After a building permit has been issued, no changes or deviations from the terms of the application, plans and specifications, or the permit, except where changes or deviations are clearly permissible under the North Carolina State Building Code, shall be made until specific written approval of proposed changes or deviations has been obtained from the inspection department."

SECTION 1.(o) G.S. 160D-1114 reads as rewritten:

"§ 160D-1114. Appeals of stop orders.

(a) The owner or builder may appeal from a stop order involving alleged violation of the North Carolina State Building Code or any approved local modification thereof to the North Carolina Commissioner of Insurance or his designee within a period of five days after the order is issued. Notice of appeal shall be given in writing to the Commissioner of Insurance or his designee, with a copy to the local inspector. The Commissioner of Insurance or his or her designee shall promptly conduct an investigation, and the appellant and the inspector shall be permitted to submit relevant evidence. The Commissioner of Insurance or his or her designee shall as expeditiously as possible provide a written statement of the decision setting forth the facts found, the decision reached, and the reasons for the decision. Pending the ruling by the Commissioner of Insurance or his or her designee on an appeal, no further work shall take place in violation of a stop order. In the event of dissatisfaction with the decision, the person affected shall have the following options:

- (1) Appealing to the Building Code Council or Residential Code Council.
- (2) Appealing to the superior court as provided in G.S. 143-141.

(b) The owner or builder may appeal from a stop order involving alleged violation of a local development regulation as provided in G.S. 160D-405."

SECTION 1.(p) G.S. 160D-1127 reads as rewritten:

"§ 160D-1127. Appeals.

Unless otherwise provided by law, appeals from any order, decision, or determination by a member of a local inspection department pertaining to the North Carolina State Building Code or other State building laws shall be taken to the Commissioner of Insurance or the Commissioner's designee or other official specified in G.S. 143-139 by filing a written notice with the Commissioner and with the inspection department within a period of 10 days after the order, decision, or determination. Further appeals may be taken to the State-Building Code Council or Residential Code Council or to the courts as provided by law."

SECTION 1.(q) Subject to Section 7 and Section 8 of this act, nothing in this section shall be construed to affect the timing of, or abrogate the duties of, the Building Code Council in its revision of the North Carolina State Building Code collection, including the North Carolina State Building Code: Residential Code for One- and Two-Family Dwellings, into the 2024 North Carolina State Building Code collection, to become effective on January 1, 2025, as required by G.S. 143-138(d) prior to the effective date of the remainder of this section.

SECTION 1.(r) Subsection (q) of this section is effective when it becomes law, and the remainder of this section becomes effective January 1, 2025.

DEPARTMENT OF INSURANCE TO REPORT ON BUILDING CODE COUNCIL REORGANIZATION AND CREATION OF THE RESIDENTIAL CODE COUNCIL AND CLARIFICATION OF STATUTORY REFERENCES TO THE NORTH CAROLINA STATE BUILDING CODE

SECTION 1A. The Department of Insurance, in consultation with the Building Code Council, shall report to the chair of the House Local Government – Land Use, Planning and Development Committee, the chair of the Senate State and Local Government Committee, and the Joint Legislative Commission on Governmental Operations on or before January 31, 2024, and submit recommendations for legislative changes necessary to implement the reorganization of the Building Code Council, the creation of the Residential Code Council, and clarifications of statutory references to the North Carolina State Building Code, and its volumes, under Section 1 of this act. This report shall include recommended statutory changes, subject matter clarifications, and any additional information the Department deems relevant.

MODIFY PERMIT EXEMPTIONS AND RESTRICTIONS WITH RELATED GENERAL CONTRACTOR LICENSURE AND CONFORMING CHANGES

SECTION 2.(a) G.S. 87-1(a) reads as rewritten:

"(a) For the purpose of this Article any person or firm or corporation who for a fixed price, commission, fee, or wage, undertakes to bid upon or to construct or who undertakes to superintend or manage, on his own behalf or for any person, firm, or corporation that is not licensed as a general contractor pursuant to this Article, the construction of any building, highway, public utilities, grading or any improvement or structure where the cost of the undertaking is ~~thirty-four~~ thirty-four thousand dollars ~~(\$30,000)-(\$40,000)~~ or more, or undertakes to erect a North Carolina labeled manufactured modular building meeting the North Carolina State Building Code, shall be deemed to be a "general contractor" engaged in the business of general contracting in the State of North Carolina."

SECTION 2.(b) G.S. 87-14 reads as rewritten:

"§ 87-14. Regulations as to issue of building permits.

(a) Any person, firm, or corporation, upon making application to the building inspector or other authority of any incorporated city, town, or county in North Carolina charged with the duty of issuing building or other permits for the construction of any building, highway, sewer, grading, or any improvement or structure where the cost is to be ~~thirty-four~~ thirty-four thousand dollars ~~(\$30,000)-(\$40,000)~~ or more, shall, before being entitled to a permit, satisfy the following:

(1) Furnish satisfactory proof to the inspector or authority that the applicant seeking the permit or another person contracting to superintend or manage the construction is licensed under this Article to carry out or superintend the construction or is exempt from licensure under G.S. 87-1(b). If an applicant claims an exemption from licensure pursuant to G.S. 87-1(b)(2), the applicant for the building permit shall execute a verified affidavit attesting to the following:

- a. That the applicant is the owner of the property on which the building is being constructed and, if the applicant is a firm or corporation, that the person submitting the application is an owner, officer, or member of the firm or corporation that owns the property.
- b. That the applicant will personally superintend and manage all aspects of the construction of the building and that the duty will not be delegated to any other person not licensed under this Article.
- c. That the applicant will be personally present for all inspections required by the North Carolina State Building Code, unless the plans for the building were drawn and sealed by an architect licensed pursuant to Chapter 83A of the General Statutes.

The building inspector or other authority shall transmit a copy of the affidavit to the Board, which shall verify that the applicant was validly entitled to claim the exemption under G.S. 87-1(b)(2). If the Board determines that the

applicant was not entitled to claim the exemption under G.S. 87-1(b)(2), the building permit shall be revoked pursuant to G.S. 160D-1115.

- (2) Furnish proof that the applicant has in effect Workers' Compensation insurance as required by Chapter 97 of the General Statutes.

...

(a1) Any person, firm, or corporation, upon making application to the building inspector or other authority of any incorporated city, town, or county in North Carolina charged with the duty of issuing building permits pursuant to G.S. 160D-1110 for any improvements for which the combined cost is to be ~~thirty-four~~ thirty thousand dollars (~~\$30,000~~) (~~\$40,000~~) or more, other than for improvements to an existing single-family residential dwelling unit as defined in G.S. 87-15.5(7) that the owner occupies as a residence, or for the addition of an accessory building or accessory structure as defined in the North Carolina Uniform Residential Building Code, the use of which is incidental to that residential dwelling unit, shall be required to provide to the building inspector or other authority the name, physical and mailing address, telephone number, facsimile number, and email address of the lien agent designated by the owner pursuant to G.S. 44A-11.1(a).

...."

SECTION 2.(c) G.S. 143-138(b5) reads as rewritten:

"(b5) Permit Exclusion for Certain Minor Activities. – No permit shall be required under the Code or any local variance thereof approved under subsection (e) for any construction, installation, repair, replacement, or alteration performed in accordance with the current edition of the North Carolina State Building Code and costing ~~twenty thousand dollars (\$20,000)~~ forty thousand dollars (\$40,000) or less in any single family residence, farm building, or commercial building unless the work involves any of the following:

- (1) The addition, repair, or replacement of load bearing structures. However, no permit is required for replacements of windows, doors, exterior siding, or the pickets, railings, stair treads, and decking of porches and exterior decks that otherwise meet the requirements of this subsection.
- (2) The addition or change in the design of plumbing. However, no permit is required for replacements otherwise meeting the requirements of this subsection that do not change size or capacity.
- (3) The addition, replacement or change in the design of heating, air conditioning, or electrical wiring, appliances, or equipment, other than a like-kind replacement of electrical devices and lighting fixtures.
- (4) The use of materials not permitted by the North Carolina State Building Code.
- (5) The addition (excluding replacement) of roofing.
- (6) Any changes to which the North Carolina Fire ~~Prevention~~ Code applies."

SECTION 2.(d) G.S. 143-138(b21) reads as rewritten:

"(b21) Exclusion for Certain Minor Activities in Commercial Buildings and Structures. – No permit shall be required under the Code or any local variance thereof approved under subsection (e) of this section for any construction, installation, repair, replacement, or alteration performed in accordance with the current edition of the North Carolina State Building Code costing ~~twenty thousand dollars (\$20,000)~~ forty thousand dollars (\$40,000) or less in any commercial building or structure unless the work involves any of the activities described in subdivisions (1) through (6) of subsection (b5) of this section. For the purpose of determining applicability of permit exclusions for a commercial building or structure under this subsection, subsection (b5) of this section, and G.S. 160D-1110(c), cost is the total cost of work, including all building addition, demolition, alteration, and repair work, occurring on the property within 12 consecutive months."

SECTION 2.(e) G.S. 160D-1110(c) reads as rewritten:

"(c) No permit issued under Article 9 or 9C of Chapter 143 of the General Statutes is required for any construction, installation, repair, replacement, or alteration performed in

accordance with the current edition of the North Carolina State Building Code costing ~~twenty thousand dollars (\$20,000)~~ forty thousand dollars (\$40,000) or less in any single-family residence, farm building, or commercial building unless the work involves any of the following:

- (1) The addition, repair, or replacement of load-bearing structures. However, no permit is required for replacement of windows, doors, exterior siding, or the pickets, railings, stair treads, and decking of porches and exterior decks that otherwise meet the requirements of this subsection.
- (2) The addition or change in the design of plumbing. However, no permit is required for replacements otherwise meeting the requirements of this subsection that do not change size or capacity.
- (3) The addition, replacement, or change in the design of heating, air-conditioning, or electrical wiring, devices, appliances, or equipment, other than like-kind replacement of electrical devices and lighting fixtures.
- (4) The use of materials not permitted by the North Carolina State Building Code.
- (5) The addition (excluding replacement) of roofing."
- (6) Any changes to which the North Carolina Fire ~~Prevention~~ Code applies."

SECTION 2.(f) G.S. 160D-1110(d) reads as rewritten:

"(d) A local government shall not ~~require~~ do any of the following:

- (1) Require more than one building permit for the complete installation or replacement of any natural gas, propane gas, or electrical appliance on an existing structure when the installation or replacement is performed by a person licensed under G.S. 87-21 or G.S. 87-43. The cost of the building permit for such work shall not exceed the cost of any one individual trade permit issued by that local government, nor shall the local government increase the costs of any fees to offset the loss of revenue caused by this provision.
- (2) Require more than one building permit for simultaneous projects at the time of the application located at the same address and subject to the North Carolina Residential Code."

SECTION 2.(g) G.S. 160D-1110(g) reads as rewritten:

"(g) No building permit shall be issued pursuant to subdivision (1) of subsection (a) of this section where the cost of the work is ~~thirty-four~~ thirty-four thousand dollars ~~(\$30,000) (\$40,000)~~ or more, other than for improvements to an existing single-family residential dwelling unit as defined in G.S. 87-15.5(7) that the owner occupies as a residence, or for the addition of an accessory building or accessory structure as defined in the North Carolina Uniform Residential Building Code, the use of which is incidental to that residential dwelling unit, unless the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to G.S. 44A-11.1(a) is conspicuously set forth in the permit or in an attachment thereto. The building permit may contain the lien agent's electronic mail address. The lien agent information for each permit issued pursuant to this subsection shall be maintained by the inspection department in the same manner and in the same location in which it maintains its record of building permits issued. Where the improvements to a real property leasehold are limited to the purchase, transportation, and setup of a manufactured home, as defined in G.S. 143-143.9(6), the purchase price of the manufactured home shall be excluded in determining whether the cost of the work is ~~thirty-four~~ thirty-four thousand dollars ~~(\$30,000) (\$40,000)~~ or more."

SECTION 2.(h) G.S. 44A-11.1(a) reads as rewritten:

"(a) With regard to any improvements to real property to which this Article is applicable for which the costs of the undertaking are ~~thirty-four~~ thirty-four thousand dollars ~~(\$30,000) (\$40,000)~~ or more, either at the time that the original building permit is issued or, in cases in which no building permit is required, at the time the contract for the improvements is entered into with the owner,

the owner shall designate a lien agent no later than the time the owner first contracts with any person to improve the real property. Provided, however, that the owner is not required to designate a lien agent for improvements to an existing single-family residential dwelling unit as defined in G.S. 87-15.5(7) that is occupied by the owner as a residence, or for the addition of an accessory building or accessory structure as defined in the North Carolina Uniform Residential Building Code, the use of which is incidental to that residence. The owner shall deliver written notice of designation to its designated lien agent by any method authorized in G.S. 44A-11.2(f), and shall include in its notice the street address, tax map lot and block number, reference to recorded instrument, or any other description that reasonably identifies the real property for the improvements to which the lien agent has been designated, and the owner's contact information. Designation of a lien agent pursuant to this section does not make the lien agent an agent of the owner for purposes of receiving a Claim of Lien on Real Property, a Notice of Claim of Lien upon Funds, a Notice of Subcontract, or for any purpose other than the receipt of notices to the lien agent required under G.S. 44A-11.2."

SECTION 2.(i) G.S. 89D-12(c) reads as rewritten:

"(c) A landscape contractor licensed under this Chapter is not required to be licensed as a general contractor under Article 1 of Chapter 87 of the General Statutes if the licensed landscape contractor is performing landscape construction or contracting work valued at an amount greater than ~~thirty-four~~ thirty thousand dollars ~~(\$30,000)-(\$40,000).~~"

SECTION 2.(j) This section becomes effective October 1, 2023, and subsections (b) through (g) of this section apply to permit applications for construction, installation, repair, replacement, remodeling, renovation, or alteration projects submitted on or after that date.

AUTHORIZE ALTERNATIVE PAVEMENT DESIGN STANDARDS WITHIN DEVELOPMENTS

SECTION 3.(a) G.S. 160D-804 is amended by adding a new subsection to read:

"(j) Private Driveway Pavement Design Standards. – The regulation shall not require pavement design standards for new private driveway construction that are more stringent than the minimum pavement design standards adopted by the North Carolina Department of Transportation. Notwithstanding any regulation adopted by the local government, the local government must accept engineered pavement design standards that do not meet minimum standards required by the Department of Transportation if the proposed design standard is signed and sealed by a duly licensed professional engineer, under Chapter 89C of the General Statutes, and meets vehicular traffic and fire apparatus access requirements. This subsection applies to construction of new privately owned driveways, parking lots, and driving areas associated with parking lots within a new development or subdivision that the developer designates as private and that are intended to remain privately owned after construction. If driveways, parking lots, and driving areas associated with parking lots are constructed to pavement design standards that do not meet minimum standards required by a regulation adopted by the local government, as authorized by this subsection, the developer must include disclosures to prospective buyers as outlined in G.S. 136-102.6(f) prior to entering into any agreement or any conveyance with any prospective buyer. A local government is discharged and released from any liabilities, duties, and responsibilities imposed by this Article, or in common law, from any claim arising out of, or attributed to, the plan review or acceptance of signed and sealed pavement design standards submitted pursuant to this subsection. Nothing in this section limits the authority of local governments or the Department of Transportation to regulate private roads, driveways, or street connections to a public system, or to regulate transportation and utilities, pursuant to subsection (c) of this section, or as otherwise authorized by law."

SECTION 3.(b) This section becomes effective October 1, 2023, and applies to permit applications submitted on or after that date.

PROHIBIT EXTERIOR SHEATHING INSPECTIONS

SECTION 4.(a) G.S. 143-138 is amended by adding a new subsection to read:

"(b23) Exterior Sheathing Inspections Prohibited. – The Code shall not require routine exterior sheathing inspections for structures or dwellings covered by the North Carolina Building Code or North Carolina Residential Code located in a region where the ultimate wind speed is less than 140 miles per hour."

SECTION 4.(b) G.S. 160D-1104(d) reads as rewritten:

"(d) Except as provided in G.S. 160D-1117 and G.S. 160D-1207, a local government may not adopt or enforce a local ordinance or resolution or any other policy that requires regular, routine inspections of buildings or structures constructed in compliance with the North Carolina Residential Code for One- and Two-Family Dwellings in addition to the specific inspections required by the North Carolina Building Code without first obtaining approval from the North Carolina Building Code Council. A local government may not adopt or enforce a local ordinance or resolution or any other policy that requires routine exterior sheathing inspections for structures or dwellings covered by the North Carolina Building Code or North Carolina Residential Code located in a region where the ultimate wind speed is less than 140 miles per hour. The North Carolina Building Code Council shall review all applications for additional inspections requested by a local government and shall, in a reasonable manner, approve or disapprove the additional inspections. This subsection does not limit the authority of the local government to require inspections upon unforeseen or unique circumstances that require immediate action. In performing the specific inspections required by the North Carolina Residential Building Code, the inspector shall conduct all inspections requested by the permit holder for each scheduled inspection. For each requested inspection, the inspector shall inform the permit holder of instances in which the work inspected is incomplete or otherwise fails to meet the requirements of the North Carolina Residential Code for One- and Two-Family Dwellings or the North Carolina Building Code. When a subsequent inspection is conducted to verify completion or correction of instances of Code noncompliance, any additional violations of the Code noted by the inspector on items already approved by the inspections department shall not delay the issuance of a temporary certificate of occupancy, and the inspections department shall not charge a fee for reinspection of those items."

SECTION 4.(c) This section is effective when it becomes law and applies permit applications submitted on or after that date.

MODIFY BUILDING CODE SUMMARY (APPENDIX B) REQUIREMENTS

SECTION 5.(a) Definitions. – For purposes of this section: "Code" means the North Carolina State Building Code collection, and amendments to the Code, as adopted by the Council; "Appendix B Rules" means Sections 106.3.1 and 106.3.2, as amended by the Building Code Council on December 14, 2021, and approved by the Rules Review Commission on February 17, 2022, effective January 1, 2023, within the North Carolina State Building Code: Administrative Code and Policies; and "Appendix B" means the Appendix B Building Code Summary for All Commercial Projects (Except 1 and 2-Family Dwellings and Townhouses) within the North Carolina State Building Code: Administrative Code and Policies. As used in this section, "Council" means the Building Code Council. On or after January 1, 2025, "Council" means the Residential Code Council as created in Section 1 of this act.

SECTION 5.(b) Appendix B Rules Amendment. – Until the effective date of the rules to amend the Code that the Council is required to adopt pursuant to this section, the Council and local governments enforcing the Code shall follow the provisions of subsection (c) of this section as it relates to the Appendix B Rules and Appendix B.

SECTION 5.(c) Appendix B Rules Implementation. – Notwithstanding Appendix B Rules, a local government shall not require a permit applicant to complete Appendix B with a set of plans submitted for review.

SECTION 5.(d) Additional Rulemaking Authority. – The Council shall adopt rules to amend the Appendix B Rules and Appendix B to be consistent with subsection (c) of this section. Notwithstanding G.S. 150B-19(4), the rules adopted by the Council pursuant to this section shall be substantively identical to the provisions of subsection (c) of this section. Rules adopted pursuant to this section are not subject to Part 3 of Article 2A of Chapter 150B of the General Statutes. Rules adopted pursuant to this section shall become effective as provided in G.S. 150B-21.3(b1), as though 10 or more written objections had been received as provided in G.S. 150B-21.3(b2).

SECTION 5.(e) Sunset. – This section expires when permanent rules adopted as required by subsection (d) of this section become effective.

AMEND INSULATION REQUIREMENTS FOR UNVENTED ATTIC AND ENCLOSED RAFTER ASSEMBLIES

SECTION 6.(a) Definitions. – As used in this section, "Code" means the current North Carolina State Building Code collection, and amendments to the Code, as adopted by the Council. For purposes of this section and its implementation, "R402 Rules" means provisions and tables within Section 402, Building Thermal Envelope, North Carolina – Residential Provisions, of the North Carolina Energy Conversation Code. As used in this section, "Council" means the Building Code Council. On or after January 1, 2025, "Council" means the Residential Code Council as created in Section 1 of this act.

SECTION 6.(b) R402 Rules Amendment. – The Council shall amend R402 Rules to include, as an optional alternative to residential ceiling insulation minimums, minimum insulation requirements for the use of air-impermeable insulation in unvented attic and unvented enclosed rafter assemblies. In developing this amendment, the Council shall include in that optional alternative that where R402 Rules require R-38 insulation in the ceiling, installing air-impermeable insulation, as follows, to the underside or directly above the roof deck shall be deemed to satisfy the R-38 requirements: (i) R-20 (equivalent U-factor 0.05) for climate zone 3; (ii) R-25 (equivalent U-factor 0.037) for climate zone 4; and (iii) R-25 (equivalent U-factor 0.037) for climate zone 5. These air-impermeable insulation alternative R-value minimums apply in residences meeting the following criteria:

- (1) The unvented attic or unvented enclosed rafter assemblies are constructed under Section R806.5 of the North Carolina Residential Code.
- (2) The residence contains a mechanical ventilation system that operates on a positive, balanced, or hybrid pressure strategy.
- (3) For residences with air-impermeable insulation installed below the roof deck, exposed portions of the roof rafters are wrapped by a minimum of R-3 insulation unless directly covered by drywall or finished ceiling material. For residences with air-impermeable insulation installed above the roof deck, roof rafters do not require insulation wrapping if air-impermeable insulation installed above the roof deck is continuous.
- (4) The residence obtains an ACH50 blower door test result of less than 3.0.
- (5) The residence contains heating, cooling, and ventilation equipment and ductwork within thermal envelope.

SECTION 6.(c) Sunset. – This section expires when permanent rules adopted as required by subsection (b) of this section become effective.

PROHIBIT FURTHER AMENDMENTS TO VARIOUS CHAPTERS WITHIN THE NORTH CAROLINA RESIDENTIAL CODE

SECTION 7.(a) Definitions. – As used in this section, "Council" means the Building Code Council.

SECTION 7.(b) The Council shall not adopt rules to amend the following Parts within the North Carolina State Building Code: Residential Code for One- and Two-Family Dwellings:

- (1) Part V – Mechanical (Chapters 12 through 23).
- (2) Part VI – Fuel Gas (Chapter 24).

SECTION 7.(c) This section is effective when it becomes law and applies retroactively to March 1, 2023.

SECTION 7.(d) Sunset. – This section expires January 1, 2026.

PROHIBIT FURTHER ENERGY CONSERVATION AND EFFICIENCY AMENDMENTS TO THE NORTH CAROLINA STATE BUILDING CODE UNTIL 2026

SECTION 8.(a) Definitions. – As used in this section, "Code" means the current North Carolina State Building Code collection and amendments to the Code, as adopted by the Council. As used in this section, "Council" means the Building Code Council. On or after January 1, 2025, "Council" means the Residential Code Council as created in Section 1 of this act.

SECTION 8.(b) Notwithstanding G.S. 143-138, the Council shall not: (i) adopt rules to amend Part IV – Energy Conservation (Chapter 11) within the North Carolina State Building Code: Residential Code for One- and Two-Family Dwellings; or (ii) prepare and adopt a new code provision, or any part of the Code, that relates to energy conservation or efficiency of buildings, dwellings, and structures to which the North Carolina State Residential Code applies.

SECTION 8.(c) This section is effective when it becomes law and applies retroactively to March 1, 2023.

SECTION 8.(d) Sunset. – This section expires January 1, 2026.

AMEND THE RESIDENTIAL CODE TO INCLUDE THREE-AND FOUR-FAMILY DWELLINGS

SECTION 9.(a) Definitions. – As used in this section, "Code" means the current North Carolina State Building Code collection and amendments to the Code, as adopted by the Council. As used in this section, "Council" means the Building Code Council. On or after January 1, 2025, "Council" means the Residential Code Council as created in Section 1 of this act.

SECTION 9.(b) The Council shall adopt rules to amend the North Carolina Residential Code to include three-family (triplex) and four-family (quadplex) dwellings within its scope by modifying, transitioning, and establishing minimum prescriptive requirements to address the design and construction of those dwellings and make conforming changes to the Code in accordance with this section. In amending rules pursuant to this subsection, the Council shall not require greater than a 2-hour fire resistance rating for triplex and quadplex wall, floor, and ceiling separation assemblies or require automatic fire sprinkler systems within the North Carolina Residential Code.

SECTION 9.(c) Sunset. – This section expires when the permanent rules adopted as required by subsection (b) of this section become effective.

SECTION 9.(d) This section is effective when it becomes law.

CLARIFY FEE CALCULATION FOR EROSION AND SEDIMENTATION CONTROL PLAN REVIEW

SECTION 10. G.S. 113A-60(a) reads as rewritten:

"§ 113A-60. Local erosion and sedimentation control programs.

(a) A local government may submit to the Commission for its approval an erosion and sedimentation control program for its jurisdiction and may adopt ordinances and regulations necessary to establish and enforce erosion and sedimentation control programs. An ordinance adopted by a local government may establish a fee for the review of an erosion and sedimentation control plan and related activities. The fee shall ~~be calculated on the basis of either~~ be, on the

~~option of the applicant, either (i) calculated on the basis of the number of acres disturbed or~~
~~disturbed or (ii) no more than one hundred dollars (\$100.00) per lot developed in the case of a~~
~~single-family lot in a residential development or that is less than one acre, including such a lot~~
~~that is part of a larger common plan of development that is less than one acre set at no more than~~
~~one hundred dollars (\$100.00) per lot developed. development.~~ Local governments are
authorized to create or designate agencies or subdivisions of local government to administer and
enforce the programs. Except as otherwise provided in this Article, an ordinance adopted by a
local government shall at least meet and may exceed the minimum requirements of this Article
and the rules adopted pursuant to this Article."

DIRECT DEQ TO SEEK APPROVAL FROM USEPA TO STREAMLINE IMPLEMENTATION OF REQUIREMENTS OF THE SEDIMENTATION POLLUTION CONTROL ACT AND FEDERAL REQUIREMENTS FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES

SECTION 11. No later than September 1, 2023, the Department of Environmental Quality shall develop a plan for submittal to USEPA that eliminates any program redundancies between the State's Sedimentation Pollution Control Act of 1973 (Act), and its implementation of requirements for stormwater discharges from construction activities set forth under the 2022 Clean Water Act National Pollution Discharge Elimination System (NPDES) general permit for stormwater discharges from construction activities (Construction Permit), 87 Federal Register 3522, through NPDES General Permit NCG010000 (NCG01). Specifically, the plan shall include measures to streamline permitting requirements to ensure persons conducting land-disturbing activity are required to apply for one permit addressing all federal, State, and local requirements, and, if applicable, that permit may be issued by a local government with delegated authority to operate a local program in order to eliminate (i) unnecessary costs to, and duplication of efforts by, persons initiating land-disturbing activities, (ii) unnecessary delays in project development, and (iii) inefficient use of Department personnel and staff of local governments that administer delegated erosion and sedimentation control programs. The Department shall report to the Environmental Review Commission on the status of their activities pursuant to this section quarterly, beginning August 1, 2024, until such time as the General Assembly repeals this reporting requirement.

PROHIBIT FORCED SEWER CONNECTIONS IN CERTAIN SITUATIONS

SECTION 12.(a) G.S. 160A-317(a) reads as rewritten:

"(a) Connections. – A city may require an owner of developed property on which there are situated one or more residential dwelling units or commercial establishments located within the city limits and within a reasonable distance of any water line or sewer collection line owned, leased as lessee, or operated by the city or on behalf of the city to connect the owner's premises with the water or sewer line or both, and may fix charges for the connections. In lieu of requiring connection under this subsection and in order to avoid hardship, the city may require payment of a periodic availability charge, not to exceed the minimum periodic service charge for properties that are connected. A city may only require connection of an owner's premises to a sewer line, however, if the city has adequate capacity to transport and treat the proposed new wastewater from the premises at the time of connection."

SECTION 12.(b) G.S. 153A-284(a) reads as rewritten:

"(a) A county may require the owner of developed property on which there are situated one or more residential dwelling units or commercial establishments located so as to be served by a water line or sewer collection line owned, leased as lessee, or operated by the county or on behalf of the county to connect the owner's premises with the water or sewer line and may fix charges for these connections. A county may only require connection of an owner's premises to

a sewer line, however, if the county has adequate capacity to transport and treat the proposed new wastewater from the premises at the time of connection."

PROHIBIT LOCAL GOVERNMENTS FROM REQUIRING PAYMENTS FROM OWNERS OF STORMWATER CONTROL SYSTEMS FOR FUTURE MAINTENANCE OR REPLACEMENT COSTS OF A SYSTEM

SECTION 13.(a) G.S. 160D-925 reads as rewritten:

"§ 160D-925. Stormwater control.

...

(d) A local government that holds an NPDES permit issued pursuant to G.S. 143-214.7 may adopt a regulation, applicable within its planning and development regulation jurisdiction, to establish the stormwater control program necessary for the local government to comply with the permit. A local government may adopt a regulation that bans illicit discharges within its planning and development regulation jurisdiction. A local government may adopt a regulation, applicable within its planning and development regulation jurisdiction, that ~~requires (i) deed~~ requires deed restrictions and protective covenants to ensure that each project, including the stormwater management system, will be maintained so as to protect water quality and control water ~~quantity and (ii) financial arrangements to ensure that adequate funds are available for the maintenance and replacement costs of the project.~~ quantity.

(d1) A local government is prohibited from adopting any regulation that requires an owner of a privately owned and maintained stormwater control project to make payments to the local government for the purpose of ensuring assets are available for maintenance, repair, replacement, and reconstruction costs of (i) the owner's stormwater control project or (ii) other stormwater control projects within the local government's jurisdiction. A local government may, however, require an owner of a privately owned and maintained stormwater control project to establish, collect, and retain funds for maintenance, repair, replacement, and reconstruction costs for the owner's stormwater control project, which shall not exceed ten percent (10%) of the stormwater control project's original cost of construction and shall be retained by the owner of the system. A local government shall allow a time period of at least five years, beginning when the stormwater control project is accepted by the local government as constructed per the local government's regulations, for the funds to be collected and retained by the owner of the stormwater control project. If funds are collected and retained, a local government can also require those funds be held in a segregated account used solely for the purposes of maintaining, repairing, replacing, and reconstructing the owner's stormwater control project.

...."

SECTION 13.(b) If, prior to the effective date of G.S. 160D-925(d1), as enacted by subsection (a) of this section, a local government has required an owner of a privately owned and maintained stormwater control project to make payments to the local government for the purpose of ensuring assets are available for maintenance, repair, replacement, and reconstruction costs of the owner's stormwater control project or other stormwater control projects within the local government's jurisdiction, in accordance with G.S. 160D-925(d1), as enacted by subsection (a) of this section, the local government shall make such funds accessible to the owner to cover necessary maintenance, repair, replacement, and reconstruction costs for the owner's stormwater control project. For stormwater control projects in residential communities, in the event maintenance, repair, replacement or reconstruction of a project is needed, such funds shall be exhausted before the local government may assess costs of the necessary work on individual homeowners within the community, or any applicable owners' association.

REQUIRE LOCAL GOVERNMENTS ISSUING STORMWATER PERMITS TO TRANSFER SUCH PERMITS IN ACCORDANCE WITH REQUIREMENTS FOR TRANSFER OF STATE-ISSUED STORMWATER PERMITS

SECTION 13.1.(a) G.S. 143-214.7 reads as rewritten:
"§ 143-214.7. Stormwater runoff rules and programs.

...
(c2) The ~~Department~~ Department, or a local government that has issued a permit for a stormwater management system, shall transfer a permit issued under this section for a stormwater management system from the declarant of a condominium or a planned community to the unit owners association, owners association, or other management entity identified in the condominium or planned community's declaration upon request of a permittee if the ~~Department~~ Department, or local government, finds that (i) common areas related to the operation and maintenance of the stormwater management system have been conveyed to the unit owners association or owners association in accordance with the declaration; (ii) the declarant has conveyed at least fifty percent (50%) of the units or lots to owners other than a declarant; and (iii) the stormwater management system is in substantial compliance with the stormwater permit issued to the permittee by the ~~Department~~ Department, or local government. In support of a request made pursuant to this subsection, a permittee shall submit documentation to the ~~Department~~ Department, or local government, sufficient to demonstrate that ownership of the common area related to the operation and maintenance of the stormwater management system has been conveyed from the declarant to the association and that the declarant has conveyed at least fifty percent (50%) of the units or lots to owners other than a declarant. For purposes of this subsection, declarant of a condominium shall have the same meaning as provided in Chapter 47C of the General Statutes, and declarant of a planned community shall have the same meaning as provided in Chapter 47F of the General Statutes.

...
(c5) The ~~Department~~ Department, or a local government that has issued a permit for a stormwater management system, may transfer a permit issued pursuant to this section without the consent of the permit holder or of a successor-owner of the property on which the permitted activity is occurring or will occur as provided in this subsection:

- (1) The ~~Department~~ Department, or local government, may require the submittal of an application for a permit transfer when all of the following conditions are met:
 - ...
 - b. The successor-owner is one of the following:
 - ...
 4. Any other natural person, group of persons, or entity deemed appropriate by the ~~Department~~ Department, or local government, to operate and maintain the permit.
 - c. There will be no substantial change in the permitted activity.
 - (1a) The permit transfer application shall be submitted jointly by the permit holder and the successor-owner except that the successor-owner may solely submit the application in any of the following circumstances:
 - a. The permit holder is a natural person who is deceased or is a business association that is described by sub-sub-subdivision (1)a.2. of this subsection.
 - b. The successor-owner requests that the ~~Department~~ Department, or local government, accept the application without the signature of the permit holder.
 - (1b) When the permit transfer conditions set forth in subdivision (1) of this subsection are met on or after July 1, 2021, the ~~Department~~ Department, or local government, shall require that a permit transfer application be submitted within 90 days.

(1c) When the permit transfer conditions set forth in subdivision (1) of this subsection were met prior to July 1, 2021, the ~~Department-Department, or local government,~~ may request a permit transfer application at any time after determining that the permit transfer conditions have been met and may require this application be submitted within 180 days of the request. Where a permit holder can demonstrate to the ~~Department-Department, or local government,~~ that the activity on the property was in substantial compliance with its permit in the period either 12 months immediately before or after the conditions of subdivision (1) of this subsection were met, then the requirements included in subdivision (1d) of this subsection shall be the sole responsibility of the successor-owner.

...
(4) Notwithstanding changes to law made after the original issuance of the permit, the ~~Department-Department, or local government,~~ shall not impose new or different design standards on the project without the prior express consent of the successor-owner.

...."

SECTION 13.1.(b) G.S. 153A-454 reads as rewritten:

"§ 153A-454. Stormwater control.

...
(e) A county that issues permits for stormwater management systems within its jurisdiction shall be subject to the provisions governing transfer of permits set forth in G.S. 143-214.7(c2) and (c5)."

SECTION 13.1.(c) G.S. 160D-925 reads as rewritten:

"§ 160D-925. Stormwater control.

...
(f) A local government that issues permits for stormwater management systems within its jurisdiction shall be subject to the provisions governing transfer of permits set forth in G.S. 143-214.7(c2) and (c5)."

SEVERABILITY CLAUSE

SECTION 14. If any section or provision of this act is declared unconstitutional or invalid by the courts, it does not affect the validity of this act as a whole or any part other than the part declared to be unconstitutional or invalid.

EFFECTIVE DATE

SECTION 15. Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 28th day of June, 2023.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Tim Moore
Speaker of the House of Representatives

VETO Roy Cooper
Governor

Became law notwithstanding the objections of the Governor at 6:21 p.m. this 16th day of August, 2023.

s/ Ms. Sarah Holland
Senate Principal Clerk

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Patrick Patterson, Planner I

Date: February 19, 2024

Subject: Petition #TA23-07

EXPLAIN REQUEST:

Consider a decision on #TA23-07, a request by the Huntersville Planning Department to amend the Zoning Ordinance, Article 12, Section 12.2.1 "Interconnected" to clean up definition.

ACTION RECOMMENDED:

Consider a decision

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA23-07 Staff Report 2_19_24
2. Text Amendment Application Signed 12.2.1
3. October 5 2023 Minutes HOAB
4. TA23-07 2018 Removed Images

TA23-07 – Definition Clean-Up

PART 1: DESCRIPTION

TA23-07 is a text amendment request by the Town of Huntersville Planning Department to amend Zoning Ordinance Article 12.2.1 “Definitions, Interconnected”. Staff is proposing changes to the definition of “Interconnected” in Article 12.2.1 as the definition contains information that is no longer relevant.

PART 2: BACKGROUND

In 2018 several images of streets in our Zoning Ordinance were removed because of the adoption of the Engineering Standards and Procedures Manual.

In the definition section of our zoning ordinance, the definition of “Interconnected” states; “Refers to streets which provide through access to other streets; interconnected street systems may be either rectilinear or curvilinear. See illustrations, Article 5, Streets”.

The images referenced in the definition were removed, making the reference irrelevant. This proposed ordinance change is looking to remove the irrelevant text (See illustrations, Article 5, Streets) that refer to those removed images.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

N/A

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment TA23-07 to provide clarification of the contents of the Zoning Ordinance.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD-

On October 5th, 2023, The Huntersville Ordinances Advisory Board (HOAB) recommended approval with a vote of 6-0 with a recommendation to remove the reference.

PART 6: PUBLIC HEARING

The Public Hearing occurred on January 2nd, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

On January 23rd, 2024, The Planning Board recommended approval with a vote of 9-0 with a recommendation to remove the reference.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. Removed Images from 2018
4. HOAB Meeting Minutes

PART 9: STATEMENT OF CONSISTENCY – TA23-07		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA23-07, Planning Staff recommends approval to provide clarification. It is reasonable and in the public interest to amend the Zoning Ordinance because it will provide further clarification to the language.	APPROVAL: In considering the proposed amendment TA23-07, the Town Board recommends approval based on the amendment being able to provide clarification to the Zoning Ordinance. It is reasonable and in the public interest to amend the Zoning Ordinance because it will provide further clarification to the language.	APPROVAL: In considering the proposed amendment TA23-07, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed amendment TA23-07, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... <i>(Explain)</i>



Text Amendment Application

Date of Application 9/22/2023

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

____ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): **Zoning Ordinance** Article(s): **12** Section(s): **2.1**

Current Ordinance

Interconnected. Refers to streets which provide through access to other-streets; interconnected street systems may be either rectilinear or curvilinear.

See illustrations, Article 5, Streets

Proposed Text

Interconnected. Refers to streets which provide through access to other-streets; interconnected street systems may be either rectilinear or curvilinear.

Reason for Proposed Change

The portion "See Illustrations, Article 5, Streets" is no longer applicable as Illustrations of streets was removed in 2019.

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name- Town of Huntersville Planning Staff

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

Signature Jack Simoneau Date 9/22/2023

Title Planning Director Email jsimoneau@huntersville.org

Address of Applicant 105 Gilead Rd, Huntersville, NC 28078

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

**Town of Huntersville
Planning Department**
PO Box 664
Huntersville, NC 28070

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, October 5, 2023.

Call to Order/Roll Call

Chairwoman Hallman called the meeting to order at 3:30 pm.

Voting Members Present: A. Hallman, K. Jones, M. Jones, S. Harrington, M. Pollard, and F. Gammon

Voting Members Absent: J. Palillo, J. Kluttz, H. Whittaker

Non-Voting Members Present: Commissioner Kovacs, J. Simoneau, T. Barron, E. Sloop, and J. Glass

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the July 6, 2023, Regular Meeting Minutes

Motion: S. Harrington made a Motion to Approve the July 6, 2023, regular meeting minutes. K. Jones seconded the motion.

Vote: The motion passed unanimously (6-0).

Public Comments

None

Chairwoman Hallman commented to the Board regarding the importance of having their opinion for or against an item noted for the record so that the Planning Board and Town Board can benefit from understanding what caused someone to vote as they did.

Action Agenda

4A. Consider a recommendation on petition #TA23-06, a request by the Huntersville Planning Department for a text amendment to Article 3, Section 3.2.1(d)(4)(a), 3.2.2(d)(4)(a), 3.2.4(d)(1)(e), 3.2.5(d)(1)(d), 3.2.6(d)(4), 3.2.7(d)(1)(d), 3.2.11(d)(1)(d), 3.2.13(d)(2)(c), 3.3.1(d)(1), Article 8.14, and Article 11.1.3 to bring the text into compliance with HB 488.

N. Farber, Planner II reviewed the proposed text amendment.

M. Jones stated that to his understanding the ordinance appears to state that we can impose the most restrictive standards which appears to be more stringent than the statute 160D-804(j). Staff responded that the intention is not to be in conflict. E. Sloop responded that the majority of the design standards are not addressed in the ordinance they are in manuals that are

maintained by engineering staff. This caveat is there if needed and the manuals will be updated if needed.

M. Pollard asked what the manuals are and if they are legally enforceable. Staff responded that engineering manuals are adopted policy and outline all of the specific engineering guidelines that must be followed in developing a project.

S. Harrington asked staff to confirm if in Article 3 the \$40,000 should be underlined. Staff confirmed that is correct.

M. Jones commented that the \$40,000 has adjusted numerous times between \$5,000 and \$40,000 and asked going forward what the policy is to stay on top of legislative changes so that the Town updates are more timely and we are not missing changes like this in the future. Staff responded that the Legal department advises the Planning department of changes. Now with the Town having two attorneys and their proactive assistance in this area we will continue to bring forth changes as they occur.

F. Gammon asked staff to confirm against NCGS 160D if a building permit is needed to replace a hot water heater. M. Jones read from NCGS 160D and confirmed that a building permit for residential is not needed. M. Jones then requested that staff revisit this text amendment to ensure that it is accurate.

Motion: M. Jones made a Motion to Table TA23-06 in coordination with the bill and ensure that the text amendment complies fully with the NC legislature bill that has been passed. K. Jones seconded the motion.

F. Gammon commented that he does not want to defer the amendment but agrees that staff should review it and move it forward to the Planning Board with any necessary corrections.

Commissioner Kovacs commented that she is in support of the comments made and if this Board does not feel comfortable tabling the item that the Town Board would likely table if the answers are not available when presented to them.

S. Harrington asked if it is possible to reword the motion to approve everything except the water heater statement so the balance of the items could move forward. M. Jones responded that he is welcome to make a substitute motion as he would like staff to look at the driveway design standards in addition to the hot water heater item.

Vote: The motion passed (4-2) with A. Hallman and F. Gammon opposed.

4B. Consider a recommendation in #TA23-07, a request by the Huntersville Planning Department for a text amendment to Article 12, Section 12.2.1 "Interconnected" to clean up definition.

P. Patterson, Planner I reviewed the proposed text amendment.

Motion: M. Pollard made a Motion to recommend Approval of TA23-07. M. Jones seconded the motion.

Vote: The motion passed unanimously (6-0).

Other Business

5A. Discuss possible changes to the Zoning Ordinance related to Breezeways and Accessory Structures.

N. Farber, Planner II reviewed the item for discussion and stated that staff would like to bring this forward as a future text amendment. Staff reviewed what the Zoning Ordinance currently allows detached accessory structures square footage not exceeding the primary structure first floor heated area square footage. Accessory dwelling units (ADU) may not exceed 650 square feet or 50% of the first-floor area of principle dwelling, whichever is greater. Either structure must be placed in the rear yard. ADU's may also be combined with a detached garage so you could have a first floor 1,500 square foot detached garage with a 500 square foot ADU on the second story.

Staff then reviewed the definition of breezeway and staff's interpretation in the past to allow a fully enclosed breezeway to be attached to a detached structure rendering it an attached structure which removes the limitations of the square footage. Staff indicated that current requests appear to be using this method to subvert the ordinance. Staff provided examples of requests which appear to be to allow structures to be placed in the front or side yard, or an excessively long breezeway.

Staff stated that there are approximately 40 municipalities in North Carolina with language included in their zoning ordinances addressing this issue. Examples were provided to reflect that connection by breezeway shall not deem the structures one building. Other examples provided reflect maximums of building sizes and maximums of height and length of breezeways.

Staff recommends that we consider amending the definition of building and/or breezeway within the Zoning Ordinance and potentially limiting the length of a breezeway to 15 feet.

F. Gammon asked why the breezeway should be limited to 15 feet when it could be utilized in the right place for the right reason and require more than 15 feet. Staff responded the recommendation would be to eliminate the abuse of the breezeway possibly by creating a length. F. Gammon responded that a specific measurement may only be appropriate to specific zoning.

F. Gammon then asked if staff knows what the purpose of the large structures are that people are building. Staff responded that businesses are not allowed so they are for storage.

M. Pollard asked staff to research and provide quantities on how many applicants a 15-foot breezeway would have affected and how frequently staff is seeing these requests. Staff responded that it should be noted that applicants are not initially requesting breezeways when they are requesting to add an accessory structure or accessory dwelling unit, applicants are simply seeing this as a way to gain approval on the size of structure or location of the structure that they want to build. Staff stated there is no method to provide quantifiable data on these requests its simply something staff knows we frequently deal with.

M. Jones commented that if a breezeway, which creates more impervious area, is necessary for someone to build a structure then it seems like something is wrong with our zoning ordinance. Staff responded that if the Board desires to look at allowing a larger accessory structure or accessory dwelling unit in certain zoning districts then that could be taken separately. The current issue staff is facing is how to be fair and not subjective in determining at what point a breezeway length should not be allowed when an applicant is proposing 70-feet. M. Jones commented that he can imagine scenarios where someone buys a large lot with an older home and does not understand that they own this land and cannot do what they want. Also, if several people are subverting the rules, then it also leads one to look at the rules and determine if they are still practical to current needs.

F. Gammon asked if staff considered special use permits for larger structures. Staff stated they had not but they would take that under advisement. Commissioner Kovacs commented she would be in support of special use permits as an option.

Staff responded that defining what a breezeway is or permits would assist staff with providing a consistent interpretation regardless of the proposed building size or location.

F. Gammon commented that he would like to see some flexibility based on lot size and zoning district or permitted uses versus a one size fits all ordinance.

M. Jones commented that a multiple of large lot size with a cut off for smaller lots could create a greater amount of flexibility.

M. Pollard agreed with F. Gammon's comments that purpose would be a good area to focus on so that the rules could more effectively address the uses. Staff responded that accessory structures are not permitted to be businesses so they can only be used for some type of storage. A. Hallman agreed with M. Pollard's comment that this would be valuable to be sure that one is for storage, garage, or barn versus a mother-in-law suite.

S. Harrington revisited that this may be two separate issues, one to define breezeways to not treat the structures as one building and a second to address what use, and size is permitted for an accessory structure.

Commissioner Kovacs asked what the rationale was for using 50% of the first-floor heated area was to determine the footprint for the accessory dwelling unit. She then provided the scenario

that a 2-story home on 5 acres with 1,000 square foot first floor would be allowed to build the maximum of 650 square feet ADU versus a 2,000 square foot ranch home on 1-acre that would be allowed to build 1,000 square feet ADU. The factor of the lot size and that the homes are equal in square footage is not considered. She recommended staff review that in their consideration of ADU's.

E. Sloop commented that she may be able to clear up some information raised on Item TA23-06 that would allow the Board not to have to meet the following month. She then reviewed Section 3 of the proposed changes and highlighted that the wording states "when one is required, and generally required" which allows staff not to place the wordy exclusions that are applicable to this and instead know that the County will not require a building permit where one is not required. The specific language from NCGS 160D-110(a)(2) is specific to residential one and two dwellings and does not need to be detailed within the zoning ordinance.

M. Jones commented that subsection 7 of the proposed ordinance implies a building permit would be necessary. E. Sloop responded that if you read the beginning it puts the context that it is generally require and when one is required, therefore legally it is not viewed as a conflict.

A. Hallman asked if the average homeowner would be confused by this. E. Sloop stated that generally the zoning ordinance here is reviewed by contractors completing new construction, so she does not see this as being misunderstood by a homeowner. Additionally, the County is the only issuing authority for building permits and they are not going to require a building permit for something when it is not legally required. The County's website and documentation provides much more detail available for the homeowner as they are the issuing authority.

E. Sloop commented that if anyone on the Board would like to reconsider to recommend approval on these simple statutory housekeeping items then the Board will not have to reconvene in November for the one item.

F. Gammon commented that he is not opposed to moving it forward, but he would like staff to still review the wording to see if it could be improved and clarified.

M. Jones commented the request was also in place for staff to review NCGS 160D-804(j). E. Sloop responded that the Ordinance does not address the design standards, they are all within the Engineering Manual because they are very technical, and the goal is to not make the Ordinances more convoluted. If the Engineering Manual needs to be updated it will.

Motion: F. Gammon made a Motion to Reconsider the previous motion on TA23-06. S. Harrington seconded the motion.

M. Jones commented that he believes that there are technical problems with what staff has presented and he believes staff should re-review of the legislation to make the Ordinance compliant with the relevant legislation.

Vote: The motion passed (5-1) with M. Jones opposed.

Motion: F. Gammon made Motion to recommend Approval of TA23-06 with the caveat that Planning and Legal department review HB488 and items pertaining to 160D-804(j) and ensure that the wording as written in the current ordinance applies and in concurrence with the state statute. S. Harrington seconded the motion.

M. Pollard requested that a timeline for when the item will be presented to the HOAB be included. E. Sloop clarified that approval would move the item forward and that staff can make the research available to the Board but the item itself would not return for consideration to the Board.

Vote: the motion passed (4-2-1) with M. Jones opposed and M. Pollard abstaining.

Adjourn

Motion: F. Gammon made a Motion to Adjourn. K. Jones seconded the motion.

Vote: The motion passed unanimously (6-0).

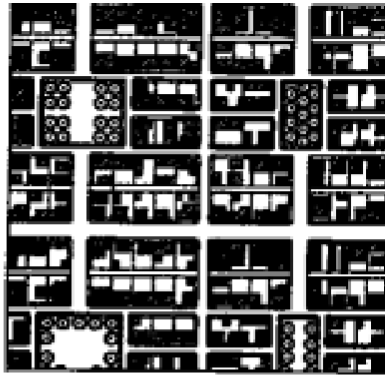
Approved this ____ day of _____ 2023.

Chair or Vice Chair

Board Secretary

Orthogonal Grid

Savannah, GA.



Advantages

- Excellent directional orientation.
- Clear spatial definition
- Lot variety controlability
- Street hierarchy with end blocks for through traffic
- Even dispersal of traffic through grid
- Alleys for efficient double loading of service and for utilities location

Disadvantages

- Monotonous unless periodically interrupted
- Does not accommodate environmental interruptions
- Unresponsive to steep or special terrain

Organic Network

Nantucket



Advantages

- Street hierarchy with main routes for through traffic
- Even dispersal of local traffic throughout network
- Responsive to terrain
- Responsive to environmental conditions
- Small scale suited to pedestrians

Disadvantages

- Variety of blocks and lots that do not conform to any overall plan

Diagonal Network

Mariemont, OH.



Advantages

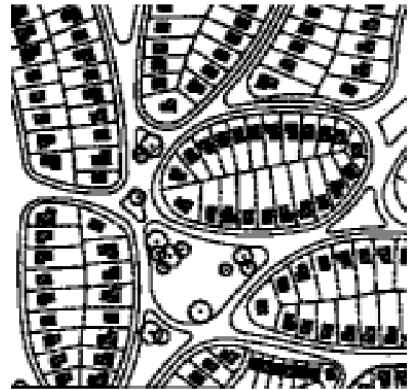
- Street hierarchy with diagonals for through traffic.
- Diagonals can respond to terrain
- Creates focal points at intersections
- Clear spatial definition

Disadvantages

- Some awkward block shapes at intersections of diagonals and regular grid

Curvilinear Network

Riverside, IL.



Advantages

- Avoids monotony by deflecting views
- Highly responsive to terrain
- Even dispersal of traffic through the network

Disadvantages

- Little directional orientation
- Uncontrollable variety of lots
- No natural hierarchy of street
- Lack of spatial definition

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Brian Richards, Planning Director

Date: February 19, 2024

Subject: Huntersville Ordinances Advisory Board Appointment

EXPLAIN REQUEST:

Consider appointing one (1) member to the Huntersville Ordinances Advisory Board, due to one expiring term, from five applicants.

1. Three-year term, expiring 2/28/2027 (Kathy Jones has served one term and is eligible, and has applied, for another term)

ACTION RECOMMENDED:

Appoint 1 Member

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. HOAB - Summary
2. HOAB - Applicants
3. HOAB Applicants - Map

Huntersville Ordinances Advisory Board

8 Members Total

8 Current

1 Expiring

0 Vacant

1 APPOINTMENTS NEEDED

CURRENT MEMBERS (8)

Name	Position/Title	Notes	Term Exp & Years	Regular Term Start		
				Partial	Term 1	Term 2
Hallman, Amy	Chair		2/28/2025 3		2/21/2022	
Jones, Kathy	Vice-Chair		* 2/28/2024 3		3/1/2021	
Harrington, Scott			2/28/2026 3		2/20/2023	
Jones, Matthew	At Large	replaced Walsh	2/28/2025 3	12/1/2017	2/18/2019	3/1/2022
Kluttz, Joseph			2/28/2025 3		2/21/2022	
Palillo, Jake			2/28/2026 3		2/20/2023	
Pollard, Michael			2/28/2026 3		2/20/2023	
Whittaker, Harrison			2/28/2025 3		2/21/2022	

APPLICANTS (5)

Name	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?	
Departhy, Kevin	No	9/8/2023	1/23/2024	yes
George, Richard	No	11/19/2021	1/23/2024	yes
Jones, Kathy	2/28/2024 - Huntersville Ordinances Advisory Board	1/30/2024		yes
Villar, Suzanne	No	4/8/2023	1/23/2024	yes
Wideman, Jamie	No	11/28/2023		yes

* Term expires within 3 months

Wednesday, February 7, 2024

Print

Advisory Boards & Commissions Application - Submission #15417

Date Submitted: 9/8/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Huntersville Ordinances Advisory Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Kevin

Last Name*

Departhy

Street Address (must be in Huntersville)*

12426 Es Draper Drive

Is this address in the ETJ?*



No



Yes

Email Address*

kdeparthy@gmail.com

Phone Number*

4014746553

Occupation

Engineer

Place of Employment

ESi - Engineering Firm (Charlotte)

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

16-20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

Designed residential and commercial developments as an engineer. Written technical specifications and procedures. Engineering supervisor role in the design and construction support of nuclear power plants. Examined building and building system failures in facilities ranging from residential to industrial. Construction. Management skills and leadership trainings.

Areas of Expertise, Interests and Skills

Engineering, construction, technical document writing, communication, project management, management of people. Ability to remain objective and fair when preference or subjectivity is not what is being asked of me. Hobbies include Jiu-Jitsu, history, hiking. Family. God.

Education

B.S. Mechanical Engineering B.S. Physics A.S. Engineering

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

Volunteer projects at Christian Montessori School of Lake Norman

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

As a resident and long-time enthusiast of Huntersville, I've always wanted to see the Town continue to be a hub for business and family life while being a beautiful and aesthetically pleasing setting. Being the first suburb north of Charlotte, growth is inevitable. It will take stewardship and the right individuals to steer and oversee this growth so that Huntersville can continue to be the special place that it is today. 1. Support of new and mixed-use communities and continued support of existing ones such as Birkdale. Birkdale is tastefully done and a real gem in the area. Although not every place can be a Birkdale, it should be a model for future MU developments. 2. Increased performance of schools. Critical to this is building new and maintaining existing buildings/facilities, making them beautiful places that students enjoy. 3. Preservation of our beautiful trees and wooded areas while still allowing taste-full and planned developments. 4. Leadership. Having good, qualified people that care about people in government is important.

What obstacles do you see to achieving this vision?

Developers who just want a piece of the pie and are not invested in the community or don't care to preserve the nature of the community.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

With the rapid growth that is happening both on residential and commercial fronts, there are more opportunities for businesses to move into the area. I believe it's important to have the right mix of small and larger businesses; not every place should be a corporate chain too.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Kevin Departhy

Signature Date*

9/8/2023

Print

Huntersville Ordinances Advisory Board Application - Submission #9745

Date Submitted: 11/19/2021

Notification for Service for the Town of Huntersville Ordinances Advisory Board

Background Information

Name

Richard George

Home Phone

Home Address

15621 Louth Ct

Cell Phone

8158141081

Do You Reside in the Town Limits or ETJ?

Yes

Present Occupation

IT Manager

Work Phone

8284045960

Place of Employment

CommScope

Email Address

rick@rickandmichelle.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:

Include Expiration Date

Education

Bachelors in Business - Information Technology Management

Business and Civic Experience

Areas of Expertise and Interests / Skills

Built my own deck in Huntersville and went through the zoning and permit approval process myself. I have also previously served as president and member of an large HOA board.

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

Date

Richard George

11/19/2021

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 Land Development Ordinances Advisory Board ("Advisory 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

The Advisory Board consists of eight (8) voting members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, or extraterritorial zoning jurisdiction ("ETJ").

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

Previous president and member of an HOA board. Various volunteer work, especially for Lydia's Loft.

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 grow but carefully. Transportation, including public transportation to support growth is critical and must include easy access to Uptown Charlotte. Housing mix is also important as we clearly have need and demand for both single and multi-family developments. For businesses, similar developments like The Park and Birkdale are also very attractive.

3. 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.

Large residential developments need to have the road infrastructure to support them. Many areas also don't provide enough sidewalks for pedestrians and while I love that we don't have a massive amount of streetlights and the light pollution, this creates safety issues for drivers on narrow streets with no sidewalks. Residential streets also need to be wide enough to support parking and leave space for emergency services.

Other Comments:

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

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

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Print

Advisory Boards & Commissions Application - Submission #16659

Date Submitted: 1/30/2024

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Huntersville Ordinances Advisory Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Kathy

Last Name*

Jones

Street Address (must be in Huntersville)*

104 Walters Street

Is this address in the ETJ?*



No



Yes

Email Address*

kathymariejones@bellsouth.net

Phone Number*

7045751414

Occupation

Sr Data Analyst

Place of Employment

Premier, Inc.

Approx. hours you could dedicate to this Board/Commission (per month)*

10

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

HOAB (Expires February 2024)

Business and Civic Experience related to this Advisory Board or Commission

Served on Parks & Rec Commission (Dec 2016-19) Founding Member/Secretary/President/Secretary for Olde Huntersville Historic Society (Feb 2013-Present) Huntersville 101 (Spring 2017) Huntersville Citizens Police Academy (Fall 2017) Huntersville Downtown Steering Committee (2022-23) Huntersville Sesquicentennial Committee (2023-23) Huntersville HOAB Vice Chair (2022-Current) Pottstown 31-Acres Committee (2023-Current)

Areas of Expertise, Interests and Skills

Excellent organizational and collaborative skills, Huntersville native who is genuinely concerned about our town and doing my part in helping to create a welcoming and inclusive community through smart growth and development. #OneTownOneTeam

Education

BS Health Management (2015)

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Served on Parks & Rec Commission (Dec 2016-19) Huntersville 101 (Spring 2017) Huntersville Citizens Police Academy (Fall 2017) Founding Member/Secretary/President/Secretary/FB page management for non-profit Olde Huntersville Historic Society (Feb 2013-Present) Employer sponsored community service projects: Classroom Central office renovation, School Supply Drives, Operation Christmas Child, Big Brothers/Big Sisters, OHHS sponsored Food Drives, Preservation of Mecklenburg County/town history and places of significance through education, Pottstown 31-Acres Committee.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I would like to see our downtown area revitalized in a way that represents the heart of our citizens, while also developing a distinct identity for our future residents. Focus on mixed-use projects and not just multi-family. I do not want our town to look like an extension of Charlotte. We need to embrace our own identity and build towards a vision that best represents the small-town atmosphere that brings so many to our town, but also compliments our growing population. Development within 1/4-1/2 mile of 115/Gilead will be key in determining the direction we set forward and how our town looks in the next 10+ years.

What obstacles do you see to achieving this vision?

I would like to see staff and/or town board members take a more hands on role with NCDOT and CMS. Take our citizen's concerns to the table and advocate for our needs. With the massive amount of growth we have seen, we need those entities to step up and work with the town to make sure we're being serviced in the timeliest manner. I would also like to see a staff position created that focuses solely on development and growth. Who will be proactive in seeking out and recruiting companies we feel will help us shape our town in a way that accomplishes the vision/plan(s) that have been created.

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 a given and should be embraced when done in a deliberate manner with a distinct vision developed with input from citizens and town professionals working together. We have experienced tremendous growth and I feel sometimes better decisions could have been made. I would like to see more town input and direction given to developers when projects are located in areas that greatly affect citizens; i.e.; traffic, noise and light pollution, devaluation of property, etc., as well as whether the project advances our vision for the future. We have crumbling and inadequate infrastructure which will hopefully be addressed with current projects on the CIP. Sometimes it feels like projects and decisions are made haphazardly without rhyme or reason as to why. I would like to see a more consistent approach to development that follows the vision set forth by the town and our citizens. During my first term on the HOAB I have learned so much about old/new ordinances and town processes. I have enjoyed collaborating with other HOAB members and staff to work on ordinances that will not only help our town continue moving in a positive direction but will aid in bringing new commercial development to our downtown and protect our citizens' quality of life throughout our town. Being a member of this board has allowed me to interact with citizens who frequently reach out with their concerns. I currently hold the position of HOAB Vice Chair. I would love to continue into a second term.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Kathy M Jones

Signature Date*

1/30/2024

Print

Advisory Boards & Commissions Application - Submission #14022

Date Submitted: 4/8/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Huntersville Ordinances Advisory Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Suzanne

Last Name*

Villar

Street Address (must be in Huntersville)*

17130 Bridgeton Lane

Is this address in the ETJ?*



No



Yes

Email Address*

sovillar@gmail.com

Phone Number*

704-770-5552

Occupation

Retired

Place of Employment

NR

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

10-15

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

NR

Business and Civic Experience Related to this Advisory Board or Commission

I have served in various positions with our community HOA organization. Briefly as a fill in, on the Board itself as Secretary, several years as Social Committee Chair, and recently on the Landscaping Committee.

Areas of Expertise, Interests and Skills

NC Cooperative Extension Service, Mecklenburg County Master Gardner (2013), Gardening & Landscaping in general

Education

BA, Fine Arts, The University of New Orleans, 1984

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

I have served with the Mecklenburg county Board of Elections as a poll worker in Huntersville for most elections for the last 10 years.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I would like to see Huntersville retain the inviting nature it offered when I moved here in 2011. I know that growth will necessarily continue, but I would like to see that growth be responsible, well thought out, and planned to balance the needs of both existing residents as well as to accommodate needed development, while anticipating and working around the activities of other governmental agencies.

What obstacles do you see to achieving this vision?

Limitations and restraints imposed on municipalities by NCGS regulations, along with funding and scheduling constraints of NCDOT infrastructure projects that directly or indirectly impact projects approved by municipalities.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I think the rapid growth of Huntersville, must be seen in the context of the growth of Mecklenburg county as a whole, and in the context of surrounding counties. Development plans elsewhere in the county, region, and state must be acknowledged and taken into consideration when creating ordinances and planning for Huntersville's growth.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Suzanne Villar

Signature Date*

4/8/2023

Print

Advisory Boards & Commissions Application - Submission #16226

Date Submitted: 11/28/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Huntersville Ordinances Advisory Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Jamie

Last Name*

Wideman

Street Address (must be in Huntersville)*

17008 Knoxwood Drive

Is this address in the ETJ?*



No



Yes

Email Address*

jamielwideman@gmail.com

Phone Number*

9807219981

Occupation

Accounting and Procurement Manager

Place of Employment

Peter-Lacke USA LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

I am not currently serving on any boards or committees.

Business and Civic Experience Related to this Advisory Board or Commission

I just completed a campaign cycle run for a Commissioner seat. While I was not elected, I have spent months engrossed in all things Huntersville, gaining knowledge and making connections through the community with residents, business owners, and community leaders hearing their concerns, etc. I also have a background in Home Building (1999 - 2009), and my husband is a local small business owner, so I have a firm grasp on all areas our ordinances impact. I currently serve as Accounting and Procurement Manager for the US Division of Peter-Lacke USA (Michigan based), previously serving as the Accounting and Human Resources Manager from April 2016 - October 2023. I can communicate effectively with all members of our business, regardless of their position within the company. LinkedIn - <https://www.linkedin.com/in/jamielwideman/>

Areas of Expertise, Interests and Skills

I am a life-long learner and hoarder of random information. I enjoy the challenge and knowledge gained through research, reading, and conversations. I thrive on fact-based research. I enjoy surrounding myself with diverse groups of people and ideas. I also enjoy art and reading.

Education

High School Graduation, Some College. I entered the full-time work force at the age of 18.

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

Volunteer at Charlotte Humane Society - Late 90s Group Moderator, Charitable Events Manager, and Director of HR for The Mommies Network (national 501c3) from 2007 - 2011 Animal Care Volunteer / Fundraising Committee Member - Humane Society of Genesee County (Michigan) January 2019 - October 2020.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I truly hope we, as a Town, start making decisions guided by the residents that currently live in and love living in Huntersville. Growth is going to happen, and growth can be good, but it should not be at the expense of the quality of life of current residents. Growth needs to be focused on improving quality of life, adding services and amenities that are needed, and not on the long-held dream that we might one day have rapid transit. We need to set our eyes on truly invigorating our downtown, which includes things like parks and greenways, sidewalk connectivity, and making downtown Huntersville a competitive option for small businesses. Our zoning regulations and re-zoning request approved by the Town Board will have the biggest impact on what growth looks like in the next 10 to 15 years.

What obstacles do you see to achieving this vision?

Our biggest obstacles will be maintaining a budget that allows for our tax base to cover it, without inordinate development or massive property tax increases. This will land squarely on the shoulders of the new Board of Commissioners.

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.

TOD zoning should not exist. We do not have, nor do we expect to have, a true rapid transit system in place in Huntersville anytime in the foreseeable future, and we should not be allowing developing based on a hope and dream, but rather factual and historical information, both of which show we will not have rapid transit in the foreseeable future.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

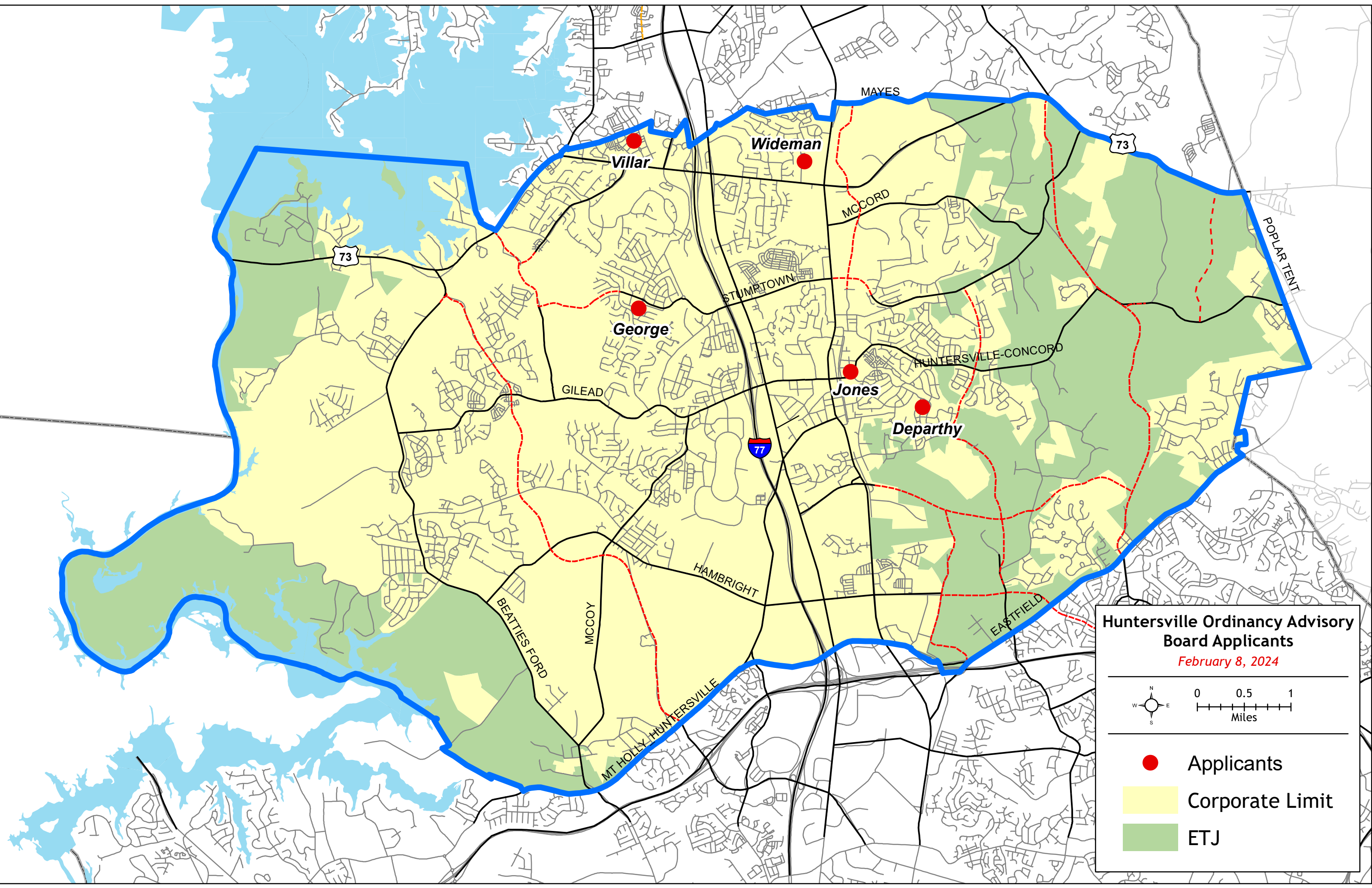
1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Jamie L Wideman

Signature Date*

11/28/2023



Huntersville Ordinance Advisory Board Applicants

February 8, 2024

N

E

S

W

0

0.5

1

Miles

Applicants

Corporate Limit

ETJ

Path: M:\PLANNING\Arcview Projects\Planning Department Maps\Board Applicant Maps\BOA Applicants February 2024.mxd

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: February 19, 2024

Subject: Final Resolution for New Town Hall Debt

EXPLAIN REQUEST:

Approve final Resolution that authorizes the limited obligation bonds official statement and executes the debt contract and the deed of trust for the New Town Hall prepared by bond counsel.

ACTION RECOMMENDED:

Approve Final Resolution for new Town Hall debt.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. 2-19-24 Approving Resolution - Huntersville 2024 LOBs

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE,
NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A
DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER
RELATED MATTERS**

WHEREAS, the Town of Huntersville, North Carolina (the “*Town*”) is a validly existing municipal corporation of the State of North Carolina (the “*State*”), existing as such under and by virtue of the Constitution, statutes and laws of the State;

WHEREAS, the Town has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price of such property;

WHEREAS, the Board of Commissioners of the Town (the “*Board*”) has previously determined that it is in the best interest of the Town to engage in a plan to finance (1) the construction, equipping and furnishing of a new Town Hall and (2) the renovations and improvements to the Town’s existing Town Hall building (collectively, the “*2024 Projects*”);

WHEREAS, as part of its plan to finance the 2024 Projects, the Board has previously determined that it is in the best interest of the Town to finance (1) the 2024 Projects by entering into an Installment Financing Contract (the “*Contract*”) with Huntersville Public Facilities Corporation (the “*Corporation*”) in order to finance the capital costs of the 2024 Projects and (2) the costs related to the execution and delivery of the Contract;

WHEREAS, in order to secure the Town’s obligations under the Contract, the Town will enter into a Deed of Trust, Security Agreement and Fixture Filing (the “*Deed of Trust*”) granting a lien on the real property on which the new Town Hall will be located and the improvements thereon;

WHEREAS, the Corporation will execute and deliver its Limited Obligation Bonds (Town of Huntersville, North Carolina), Series 2024 (the “*2024 Bonds*”) in an aggregate principal amount not to exceed \$32,000,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

WHEREAS, in connection with the sale of the 2024 Bonds by the Corporation to Robert W. Baird & Co. Incorporated (the “*Underwriter*”), the Corporation will enter into a Bond Purchase Agreement (the “*Bond Purchase Agreement*”) among the Town, the Corporation and the Underwriter relating to the 2024 Bonds;

WHEREAS, there have been described to the Board the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the Board, which the Board proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the Contract;
- (2) the Deed of Trust;

(3) an Indenture of Trust dated as of March 1, 2024 (the “*Indenture*”) between the Corporation and U.S. Bank Trust Company, National Association, as trustee, including the form of the 2024 Bonds; and

(4) the Bond Purchase Agreement.

WHEREAS, to make an offering and sale of the 2024 Bonds, there will be prepared a Preliminary Official Statement with respect to the 2024 Bonds (the “*Preliminary Official Statement*”), a draft thereof having been made available to the Board, and a final Official Statement relating to the 2024 Bonds (together with the Preliminary Official Statement, the “*Official Statement*”), which Official Statement will contain certain information regarding the Town and the 2024 Bonds;

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, a public hearing on the Contract, Deed of Trust and the 2024 Projects to be financed thereby, after publication of a notice with respect to such public hearing, must be held and the Board conducted such public hearing at its February 5, 2024 meeting; and

WHEREAS, the Town has filed an application to the Local Government Commission of North Carolina (the “*LGC*”) for approval of the Contract and will receive the approval of the LGC before executing and delivering the Contract;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Ratification of Instruments.*** All actions of the Town Manager, the Deputy Town Manager, the Assistant Town Manager, the Finance Director, the Town Clerk, the Town Attorney, and their respective designees (individually and collectively, the “*Authorized Officers*”), whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved, and confirmed, and the Underwriter’s use of the Preliminary Official Statement and the final Official Statement in connection with the offering and sale of the 2024 Bonds is hereby in all respects authorized, approved and confirmed. The Authorized Officers are hereby authorized and directed to deliver, on behalf of the Town, the Official Statement in substantially such form, with such changes, insertions and omissions as they may approve.

Section 3. ***Authorization to Execute the Contract.*** The Town hereby approves the financing in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the Town in accordance with its terms. The form and content of the Contract are hereby in all respects authorized, approved and confirmed, and the Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town’s approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the Board. From and after the execution and delivery of the Contract, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and

to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 4. ***Authorization to Execute the Deed of Trust.*** The Town approves the form and content of the Deed of Trust, and the Deed of Trust is in all respects authorized, approved and confirmed. The Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Deed of Trust, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate. Execution by the Authorized Officers constitutes conclusive evidence of the Town's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the Board, and from and after the execution and delivery of the Deed of Trust, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 5. ***Authorization to Execute the Bond Purchase Agreement.*** The form and content of the Bond Purchase Agreement is hereby approved in all respects. The Authorized Officers are authorized to execute the Bond Purchase Agreement for the purposes stated therein, including necessary counterparts, in substantially the form and content of the Bond Purchase Agreement presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Bond Purchase Agreement presented to the Board. From and after the execution and delivery of the Bond Purchase Agreement, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed..

Section 6. ***Town Representative.*** The Authorized Officers are each hereby designated as the Town's representatives to act on behalf of the Town in connection with the transactions contemplated by the Instruments and the Official Statement, and the Authorized Officers are authorized to proceed with the financing in accordance with the Instruments and to seek opinions as a matter of law from the Town Attorney, which the Town Attorney is authorized to furnish on behalf of the Town, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The Town's representative and/or designee or designees are in all respects authorized on behalf of the Town to supply all information pertaining to the Town for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The Town's representatives or their respective designees are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Instruments. Any provision in this Resolution that authorizes more than one officer of the Town to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively and any action authorized may be taken by anyone designated to act on their behalf.

Section 7. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. ***Repealer.*** All motions, orders, resolutions and parts thereof, in conflict herewith
are hereby repealed.

Section 9. ***Effective Date.*** This Resolution is effective on the date of its adoption.

STATE OF NORTH CAROLINA)
)
TOWN OF HUNTERSVILLE) SS:

I, *Janet Pierson*, Town Clerk of the Town of Huntersville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” duly adopted by the Board of Commissioners of the Town of Huntersville, North Carolina at a meeting held on the 19th day of February, 2024.

WITNESS, my hand and the corporate seal of the Town of Huntersville, North Carolina, this the ____ day of February, 2024.

(SEAL)

Janet Pierson, Town Clerk
Town of Huntersville, North Carolina

**Town of Huntersville
Town Board
February 19, 2024**

To: Town Board

From: Emily Sloop, Town Attorney

Date: February 19, 2024

Subject: Construction Contract - New Town Hall

EXPLAIN REQUEST:

If the Town Board adopts the GMP proposal presented by Edifice, LLC for the new Town Hall project, it may consider entering into a construction contract for the construction of the new Town Hall.

ACTION RECOMMENDED:

Adopt construction contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. DBIA 530 2-13-24
2. DBIA 530 Exhibit A
3. DBIA 530 Exhibit B
4. DBIA 530 Exhibit C Owner's Permit List
5. DBIA 530 Exhibit D Insurance and Bond Exhibit 1-16-24
6. DBIA 530 Exhibit E
7. DBIA 530 Exhibit F
8. DBIA 530 Exhibit G
9. DBIA 530 Exhibit H

Standard Form of Agreement Between Owner and Design- Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

Document No. 530

Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.





Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

This **AGREEMENT** is made as of the _____ day of February in the year of 2024, by and between the following parties, for services in connection with the Project identified below:

OWNER:

Town of Huntersville
Physical:
101 Huntersville-Concord Road
Huntersville, NC 28078

Mailing:
P.O. Box 664
Huntersville, NC 28070

DESIGN-BUILDER:

Edifice, LLC
4111 South Blvd.
Charlotte, NC 28209

PROJECT:

Huntersville Town Hall
14706 N Old Statesville Road
Huntersville, NC 28078
(Pin No. 01903114)

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with the modified DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein, attached hereto as Exhibit A;

2.1.3 This Agreement, and all exhibits including, without limitation:
Exhibit B- Schedule of Work;
Exhibit C- Owner's Permit List;
Exhibit D- Insurance and Bonds;
Exhibit E- Schedule of Values;
Exhibit F- Amended Preliminary Services Agreement

2.1.4 The General Conditions of Contract attached hereto as Exhibit G; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract attached hereto as Exhibit H.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency

informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Provided however, nothing in the order in which the exhibits are listed in Subsection 2.1.3 shall create a precedence among said listed exhibits.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.4 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall assign and transfer to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product, which may be used by Owner on any other design or construction without additional compensation to Design-Builder. Such assignment is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within fourteen (14) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement"), assuming all applicable permits have been obtained, unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than five hundred and seventy-eight (578) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date") for the new Town Hall to be located at 14706 N. Old Statesville Road. The date for Substantial Completion of the renovation of the existing Town Hall located at 101 Huntersville-Concord Road is to be determined no later than 30 days from the date of Substantial Completion of the new Town Hall and the Schedule of Work attached hereto as Exhibit B shall be updated to reflect the Substantial Completion date for the renovation Work, once determined.

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows:

Interim milestones are not required. Provided however, the Work shall be performed in accordance with the Schedule of Work attached hereto and incorporated herein as Exhibit B and applications for payment detailing the percentages of the Work completed shall be regularly submitted by Design-Builder in accordance with Article 7 of this Agreement.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner five hundred dollars (\$ 500.00) per day as liquidated damages for each day that Substantial Completion extends beyond the LD Date. Any liquidated damages assessed pursuant to this Section 5.4 by Owner shall not be construed as a penalty by Design-Builder, but as a reasonable estimate of the damages the Owner will suffer as a result of the delay in the completion of the Work. The liquidated damages described herein shall be the Owner's sole and exclusive remedy for any delays in the completion of the Work.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.1.2 For the specific Work set forth below, Owner paid Design-Builder, as part of the Contract Price, the following:

Preliminary design services totaling two million one hundred seventy-seven thousand four hundred and fourteen dollars (\$ 2,177,414.00) as set forth in the Amended Preliminary Services Agreement attached hereto and incorporated herein as Exhibit F were paid to Design-Builder by Owner prior to the execution of this Agreement.

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

Five percent (5.0%) of the Cost of Work, as adjusted in accordance with Section 6.2.2 below.

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Change Orders, it is agreed that Design-Builder shall receive a Fee of five percent (5%) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth in Exhibit A hereto.

6.2.2.2 For all deductive Change Orders made pursuant to and in accordance with Subsection 6.4.5, the deductive amounts shall include: a deductive amount equal to the sum of: (a) five percent (5%) applied to the direct costs of the net reduction(s) (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth in Exhibit A hereto applied to the direct costs of the net reduction.

6.2.2.3 For deductive Change Orders other than those described in Subsubsection 6.2.2.2, the deductive amounts shall include: a deductive amount equal to the sum of: (a) five percent (5%) applied to the direct costs of the net reduction(s) (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth in Exhibit A hereto applied to the direct costs of the net reduction. Notwithstanding the foregoing, the deductive amount shall be zero percent (0%) for deductive Change Orders made pursuant to this Subsubsection 6.2.2. totaling less than \$100,000.00.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in Exhibit A to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit A and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall be detailed in Exhibit A.

6.3.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 Intentionally omitted.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including general office equipment and supplies, the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of storage, installation, minor repairs and replacements, dismantling and removal of temporary facilities, temporary utilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.3.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents. Provided however, the cost of the work shall not include costs for permits, royalties, licenses, tests, and inspections incurred by and paid for by Owner.

6.3.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

6.4.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.4.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.4.5 Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 Design-Builder guarantees that it shall not exceed the GMP of twenty-nine million nine hundred ninety-seven thousand and fifty-five dollars (\$ 29,997,055.00). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

6.6.1.2 The GMP includes a Contingency in the amount of seven hundred and seven thousand dollars (\$ 707,000.00) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price, or (g) correction of Design-Builder errors and omissions, including but not limited to, omitted costs for work that was inadvertently unassigned to subcontractors but which was included in the scope of work set forth in the GMP Exhibit. The Contingency is not available to Owner for any reason, including, but not limited to, changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

The owner contingency is included, which shall be controlled by the Owner and available to defray expenses attributable to unforeseen circumstances relating to the construction and for added scope by the Owner. The Design-Builder will be required to obtain the

Owner's approval and to furnish documentation evidencing expenditures charged to the Owner's Contingency prior to seeking the release of contingency funds from the Owner. Documentation for use of the Owner's Contingency shall be determined by the Project Team, including reported monthly by the Design-Builder. Any funds which remain in the Owner's Contingency at the conclusion of the Project shall belong to the Owner. The lump sum owner contingency as seen in the GMP proposal does not currently include General Liability, Builders Risk, Tech Fee, Pollution Insurance, SDI, or Payment and Performance Bonds. All owner contingency items will have these above items added on to the cost per use.

6.6.2 Intentionally Omitted.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

thirty percent (30%) to Design-Builder and seventy percent (70%) to Owner.

Notwithstanding the foregoing, any Savings resulting from deductive Change Orders made pursuant to and in accordance with Subsection 6.4.5 shall not be shared with Design-Builder and Owner shall be entitled to one hundred percent (100%) of said Savings.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner no later than the last day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5%) from Design-Builder's Applications for Payment in accordance with applicable state law.

7.2.2 Within sixty (60) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner, with written consent of the surety, shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within (45) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing forty-six (46) days after payment is due at the rate of one percent (1%) per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:

8.1.1 Overhead and profit in the amount of two percent (2%) on the sum of items set forth in Section 11.6.1 of the General Conditions.

8.2 The total amount to be paid to Design-Builder, exclusive of costs described in Section 11.6.1.2 of the General Conditions, shall not exceed the total GMP.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

On behalf of and at the direction of the Town of Huntersville Board of Commissioners

Anthony Roberts
Town Manager
P.O. Box 664
Huntersville, NC 28070
aroberts@huntersville.org
704-766-2201

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Bobby Williams
Assistant Town Manager
P.O. Box 664
Huntersville, NC 28070
bwilliams@huntersville.org
704-766-2207

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Michael Carlisto
Executive VP
4111 South Blvd
Charlotte, NC 28209
MCarlisto@edificeinc.com
704-332-0900

9.2.2 Design-Builder designates the individuals listed below as its Design-Builder's Representatives, which individuals have the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Tim Bender
Project Executive
4111 South Blvd
Charlotte, NC 28209
Tbender@edificeinc.com
704-332-0900

Cody Herbert
Project Manager
4111 South Blvd
Charlotte, NC 28209
Cherbert@edificeinc.com
704-332-0900

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and incorporated herein as Exhibit D and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond in accordance with Exhibit D:

Performance Bond.

A performance bond in the amount equal to one hundred percent (100%) of the contract price is required.

Payment Bond.

A labor and material payment bond in an amount equal to 100% of the contract price is required.

All bonds furnished by Design-Builder shall be in a form that complies with Article 3 of Chapter 44A of the North Carolina General Statutes.

[Signature page follows]

The parties have modified this DBIA Form 530 Standard Form of Agreement Between Owner and Design-Builder-Cost Plus Fee with an Option for a Guaranteed Maximum Price, and hereby acknowledge their agreement to said modification of the terms of this modified form by signing below.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.

DBIA 530
Exhibit A
GMP Exhibit

New Town Hall

The Town of Huntersville
101 Huntersville Concord Road
Huntersville, NC 28078

GMP Proposal Exhibit A

Construction Services

January 29th , 2024



4111 South Boulevard
Charlotte, NC 28209
www.edificeinc.com

Huntersville Town Hall

Exhibit A – GMP Proposal – Table of Contents

- Attachment 1 – GMP Cost Worksheet
- Attachment 2 – GMP Proposal Clarifications
- Attachment 3 – Project VE Tracker



Huntersville Town Hall Construction GMP Worksheet

Town of Huntersville, NC

	Description	New Construction GMP Contract
	Final Cleaning	\$ 54,834
	Survey	\$ -
	Cast-In-Place Concrete	\$ 861,896
	Masonry	\$ 1,705,000
	Steel	\$ 1,984,203
	Millwork	\$ 448,690
	Waterproofing and Caulking	\$ 237,860
	Roofing	\$ 350,000
	Spray Fireproofing	\$ 47,365
	Metal Panel Fascia & Prefab Canopies	\$ 117,204
	Doors and Hardware	\$ 343,405
	Glass	\$ 812,500
	Drywall	\$ 2,020,000
	Acoustical Ceilings & Wall Panels	\$ 360,794
	Hard Tile	\$ 223,733
	Flooring	\$ 197,448
	Paint	\$ 123,660
	Specialties	\$ 93,398
	Signage (TCO) Allowance	\$ 4,500
	Window Treatments	\$ 46,660
	Elevator	\$ 324,998
	Fire Suppression	\$ 271,750
	Plumbing	\$ 881,900
	HVAC	\$ 1,830,920
	Electrical	\$ 2,270,338
	BDA Allowance	\$ 45,000
	Sitework + Courtyard	\$ 3,684,332
	Sitework Unsuitable Soils Allowances	\$ 278,979
	Landscape and Irrigation Allowance	\$ 116,000
	Accepted Alternates, Reconciliation, Cost Savings	\$ (714,092)
	Existing Town Hall Renovation Allowance	\$ 1,500,000
	Subtotal Direct Cost:	\$ 20,523,275
	General Conditions	\$ 1,881,651
	Design Administration during Construction	\$ 414,000
	Design-Build Contingency LS	\$ 707,000
	General Liability Insurance	\$ 223,200
	Builders Risk Insurance	\$ 86,800
	Tech Fee	\$ 62,000
	Pollution & PL Insurance	\$ 12,400
	SDI 1.25% (Not on Reno Allowance)	\$ 249,609
	Building Permit Allowance	\$ 44,698
	Tap Fee (Impact fee by owner)	included with Site Bid
	Payment & Performance Bond	\$ 326,875
	Cost of Construction:	\$ 24,531,508
	DesignBuild Fee 5%	\$ 1,218,521
	Owner's Contingency	\$ 400,000
	EDIFICE Construction Contract Value:	\$ 26,150,029
	Owner Soft Costs :	\$ 1,669,612
	Design Fees & Preconstruction Fees:	\$ 2,177,414
	Town of Huntersville Total Project Cost:	\$ 29,997,055

Attachment 2 – GMP Proposal Clarifications

General

1. This GMP package agreement coincides with the DBIA 530 and DBIA 535 contract to include the full cost of construction as outlined in GMP Worksheet Summary.
2. The previous agreements between EDIFICE and the Town of Huntersville for Design Builder design services are complete. The Town of Huntersville has verified that the current documents for construction are included in this GMP Package (reference Exhibit H, Construction Documents) and meet all program criteria requirements.
3. The GMP package is based off plans and specifications referenced in Exhibit H.
4. Pricing includes all applicable sales taxes.
5. Pricing includes all insurances necessary to perform the contract scope of work.
6. Contractor's Insurance is to be considered cost of work at the following rates:
 - General Liability 0.90%
 - Builder's Risk 0.35%
 - Professional Liability and Pollution 0.05%
7. Pricing includes all Edifice oversight and management.
8. Costs for all building permits are being carried as allowance totaling the sum of \$44,637.00. All building permit fees associated with this project will be paid for from the allowance fund. Any permit cost overages are the responsibility of the owner. Any savings from the permit allowance is returned in full to the owner.
9. All system development fees associated with impacts, development, utilities relocations, utility set up costs and meters have not been included in this GMP package. These costs are being carried separately by the Town of Huntersville (owner).
10. Utility taps are included in this GMP. Impact fees will be paid for by the Town of Huntersville.
11. Cost of bringing any utilities into the site, which includes but is not limited to gas, electric, phone, cable, fiber, and internet have not been included. All services should be brought into the site by the responsible utility entity to a meter or transformer. Phone, cable, internet, and fiber should be brought into the appropriate IT closet. Raceways or conduits for the services above are included as shown in the documents.
12. Any costs to provide and install a new primary building transformer, power feeds to the transformer from main supply lines near the site, and other associated work to bring power into the site is the responsibility of the utility company. We have included concrete pads for the transformers and raceways/conduit/sleeves for the Energy company as shown on the civil drawings. All work associated with the primary underground electrical feed to the transformers (by others) is the responsibility of the utility company.
13. All work is priced during typical business hours (7am – 5pm). Work hours will be coordinated between Edifice, The Town of Huntersville and the authorities having jurisdiction.
14. We have excluded any abatement or removal of hazardous or contaminated waste/materials

- if encountered on site or within the administration.
15. The Town of Huntersville is carrying all their own soft cost funding. The following construction related items are not included in this GMP proposal:
 - a. Project Testing and special inspections
 - b. Geotechnical Reports or Surveys
 - c. Mold, lead, asbestos, survey, testing, and abatement
 - d. Sound Systems
 - e. Televisions
 - f. Projection Screens
 - g. Access Control, Security Systems, and Cameras
 - h. Furniture
 - i. Interior and Exterior Signage and way finding signs.
 - j. Data/Telecom/Structural Cabling with testing. J hooks and cable trays as needed for data cabling will be by telecom subcontract held by the owner.
 - k. Moving or relocation of Town furnishings
 - l. Vinyl wall coverings
 - m. Art and history pieces
 - n. Exterior Site Furnishings such as benches, tables, trash cans, chairs.
 - o. Electric vehicle charging stations.
 - p. Building commissioning
 - q. Residential appliances
 16. Any NCDOT and required encroachment permits are not included (if required).
 17. Asphalt prices are subject to escalation based on the current NCDOT pricing index price for AC binder at the time of this executed GMP package.
 18. Any work associated with a fire suppression water storage tank and pump have not been included.
 19. Third party building code minimum commissioning is not included. The Town is required to purchase these services.
 20. Test and Balance will be by mechanical contractor. Edifice and the mechanical subcontractor will coordinate with the building commissioning agent throughout the project.
 21. Pricing is based on an occupancy classification as noted on the plans. Only components related to life safety equipment will have seismic restraint if required. Design and Inspection of any required seismic restraints per the drawings will be by the designers and/or third-party inspector.
 22. Third party Underwriters Laboratories (UL) labeling of any specified item or owner supplied item that does not come labeled is not included.
 23. A construction contingency has been included. Construction Contingency will be used for various uses during the construction phase of the project which includes but not limited to scope gaps in the bidding of the project, correct deficient work, defaulting subcontractors, design errors, unforeseen items, acceleration, items that have been shown but are not shown in full detail, and any other items that the design builder deems appropriate for the project. Construction contingency requests will be submitted accordingly for acknowledgement and record keeping for the Town.

Attachment 2 – GMP Proposal Clarifications

24. Edifice has carried an Owner's Contingency, separate from the Construction Contingency, in the amount of \$400,000 in this GMP package. Any scope additions or changes would be funded by this Owner's Contingency. Fees, bonds, insurance, general conditions, Subcontractor Default Insurance (SDI) and cost of work items will be added as part of and from within the Owner's Contingency.
25. Project submittals will be transmitted digitally from our project management platforms.
26. No security personnel or surveillance systems have been included.
27. Additional cost of work items and their rates that correspond with paragraph 6 of the DBIA #530 contract are as follows:
 - a. Cost of materials and equipment suitably stored off the site at a mutually acceptable location, subject to Owner's approval.
 - b. Costs of communication services including: cell phones, site phone and internet serviced, document reproductions and delivery charges.
 - c. Expenses of the Design Builder's supervisory or administrative personnel incurred while traveling in discharged of duties connected with the work, including but not limited to: Superintendents' vehicle and fuel, Project Manager's vehicle and fuel and the meals.
 - d. Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property.
28. Subcontractor Default Insurance at a rate of 1.25% of the subcontract value has been included. The rate of 1.25% is not added into the 1.5 million future upfit of existing Town Hall or design fees.
29. We have included a payment and performance bond at a rate of 1.25% of the total contract value.
30. Costs for electronics equipment, and software, directly related to the Work and Located at the site and design builders' office. Costs associated with electronics and software are to be considered cost at the reimbursable rate of 0.25% of the cost of work.
31. We have included costs associated with the mockup if a mockup is shown in the project construction documents. The mockup shall be for constructability and workmanship review, not for review and release of materials. Project material selections should be complete prior to this mockup. Non long lead time material selections within the mockup can be amended accordingly by the project team.
32. LEED requirements and or project registration fees are not included. This is not a LEED certified, Green Globes, or a sustainable certified project of any sort.
33. We have not included any third-party photographic documentation for preconstruction, periodic construction, or final completion. Edifice will take progress photos and videos throughout the project and share as requested.
34. Closeout procedures, demonstration and training format and turnover will be mutually agreed between Edifice and the Town of Huntersville.
35. We have not included any underpinning or shoring systems. None shown on drawings.
36. We have not included any dewatering systems. None shown on drawings.
37. No deep foundations or ground improvement systems have been included; it is assumed that the existing areas have adequate bearing pressure for new structures per the drawings and

Attachment 2 – GMP Proposal Clarifications

- site specific Geotech report.
38. We have not included any remedial work to be done to the subgrade to achieve the proper bearing capacity. This includes mechanically drying, lime or cement stabilization. Existing soil capacity is assumed to meet design requirements for both drives and building pads. It should be noted that this GMP package includes \$278,979 dollars for unsuitable soil as they become present during construction.
 39. No provisions have been included for concrete admixtures if required for schedule acceleration.
 40. No provisions have been included for climate control to install concrete in inclement weather or during lower temperatures.
 41. Wet curing of concrete has been excluded.
 42. We have excluded sandblasting or a fine texture rub/patch finish of any concrete. None has been shown or called for on the plans.
 43. Drywall costs are based on a level 4 finish for walls and ceilings exposed to view. Level 5 finish will be provided if clearly defined locations are shown on the contract documents.
 44. We have included interior non-load bearing studs sized in accordance with manufacturer's standard engineering tables to achieve the greatest cost savings to the non-load bearing scope of work package.
 45. We have excluded any vapor or moisture mitigation products if required to be installed over concrete surfaces to achieve adhesion with floor finish material.
 46. We have included interior signage required to achieve a certificate of occupancy. Additional signage packages and directories including building and address signage and site way finding signage is by others. An allowance has been carried to cover this work and will be coordinated later in the project timeframe. All room signage will be covered by the signage allowance. The signage package should be coordinated by the project team in advance to be installed prior to substantial completion.
 47. A sprinkler system per plans has been included which is based on an adequate water supply and pressure being available to the site. No provisions for a fire pump, storage tank or enclosure have been included. No additional off-site utility work to get to an adequate source has been included. Pre-Action and Clean agent deployment has been included in server room 371. Currently the GMP does not include a pre-action system in the data rooms. Reference bid alternate # 6 that has been rejected.
 48. We have excluded heat tracing of below grade piping unless specifically indicated on the plans.
 49. We have not included temporary or permanent equipment to condition air for drywall installation or any other products or systems prior to the running of permanent HVAC equipment. Job site conditions will be evaluated as needed during construction. If additional equipment or measures are needed for certain work to take place the owner, architect and Edifice will review all options on how this can be achieved. Drywall will be installed prior to having conditioned air in the building. Edifice will make sure areas are dry and protected from weather elements and will remove and replace any damaged or wet drywall affected by weather.

Attachment 2 – GMP Proposal Clarifications

50. GMP is based on the following items provided and installed by the owner: Security, voice and data, cameras, Audio-video systems, projectors mounts, speakers, CATV, Structured cabling (Data cabling), TV's, furniture, and fixtures. Conduit for low voltage is included per the plans. Conduit raceways will be provided at all inwall locations, hard ceiling and open ceiling areas to the closest accessible ceiling location. Pathways and J hooks above accessible ceilings are by the data subcontract which is outside this scope of work.
51. Site lighting (Parking lot, Driveway and Street) is excluded. All parking lot site lighting will be furnished and installed by the utility provider and leased back to building end users. Edifice will provide underground conduit for these lights as shown on the civil drawings.
52. Edifice includes rough-in of all boxes, raceway conduit (provided with pull stings), etc. as shown in the contract documents for audio visual, security, telecom/data, and telephone only. Edifice has excluded all low voltage wiring, front-end equipment and finish devices including but not limited to; CAT6, fiber, network/security and AV cabling, cameras, projector screens, speakers, network/data/av/phone/coaxial cable outlets, racks, TV's, patch panels, card readers, wireless access points, etc.
53. We have included a fire alarm system. This includes all wiring, and devices that were indicated on the bid documents. We have excluded allowances for additional devices if required by fire marshal or other authority having jurisdiction. Fire Alarm wiring will be furnished and installed as red MC cabling.
54. If an Allowance is used up, Edifice reserves the right, with approval from the Town, to utilize unused funds from other allowances. If all Allowances are exceeded, Edifice reserves the right to negotiate in good faith with the Town on additional funds to satisfy the work associated with those allowances.
55. Pricing is based on a minimum of three acceptable manufacturers for each product or component unless an owner preferred alternate has been accepted. The basis of design specifications is to include three acceptable specific products with accompanying model or part number. The three products should all perform in a way acceptable to the Owner and Designers. This clarification is included to help the trade contractors pricing and promote competition amongst the specified items.
56. Subcontractor pricing is good for 120 calendar days from bid opening.
57. All exterior aluminum colors and finishes should be per the manufacturer's standard finishes.
58. Interior manual roller shades by are included at the locations shown on the drawings. Interior electrified shades in the chamber has been included.
59. Structural Steel will not be primed.
60. The metal canopies will be provided with a Kynar finish. The building canopies on the courtyard elevation and parking lot elevation will be prefabricated aluminum metal canopies.
61. We have included interior non-load bearing studs sized in accordance with the manufacturer's standard engineering tables.
62. Street Tree wells will be installed per detail "Tree Pit with grate in sidewalk" on C8.04. Silva Cells have not been included.
63. Requirements for the Future Bi-Directional Amplifier (BDA) system is not able to be determined until the building is enclosed. Therefore, this GMP has an allowance for a future

Attachment 2 – GMP Proposal Clarifications

BDA system if required of \$45,000. The GMP package does include testing to determine if a system will be required.

64. Road improvement work on Highway 115 has been removed from the scope of work and not included in this GMP package. This work is not required by DOT.
65. This GMP does not include replacement or repair of existing roads, curbs, sidewalks, plantings of existing areas of work not shown in the contract documents.
66. Solid wall HDPE in lieu of schedule 40 pipe has been included for secondary site drainage. The grates in the courtyard will be 12".
67. The proposed retaining headwall/end wall at the BMP will be a precast manufactured flared end section not concrete retaining wall see on C4.03.
68. Watering of plants and grasses has been included until substantial completion is achieved.
69. Reference Exhibit 3 – VE Tracker for items that were accepted and incorporated in the GMP.
70. The following bid day alternates have been accepted by the Town of Huntersville and been incorporated in this GMP package. Any alternates not listed below are not currently in the GMP Package or cost of the project:
 - a. Alternate 1 – Add Median at Drive exit from Parking to Huntersville Concord Road
 - b. Alternate 2 – Upfit Flex Spaces with ceilings and Floor finishes.

71. Wages or salaries of the Construction Manager's supervisory and administrative personnel as noted below will be considered actual cost at the following rates funded from the general conditions:

The following agreed upon stated rates for personnel shall be include in the cost of work as follows:

- | | |
|-----------------------------|----------------------|
| • Project Executive | \$ 5,320/week @ 20% |
| • Project Manager | \$ 4,440/week @ 100% |
| • Assistant Project Manager | \$ 2,865/week @ 100% |
| • Superintendents | \$ 4,120/week @ 100% |
| • Project Assistant | \$ 1,986/week @ 33% |
| • Construction Manager | \$ 4,585/week @ 20% |

Cost shall commence approximately 2 (two) weeks prior to the start of construction and conclude upon Final Completion. The above stated rates include are to be considered actual Cost of Work at the reimbursable rate



Huntersville Town Hall
Town of Huntersville
Huntersville, NC

ACCEPTED VE TRACKER FOR GMP Package 1/20/24

Item	Description	Item Description	Total	Status (P,E,A,R)	Accepted	Rejected	Included in GMP
	<u>BID ALTERNATES</u>						
1	Alternate 1 - Add Median at Drive exit from Parking to Huntersville-Concord Road	Included in Site Scope of work	\$47,000	I	\$ -	\$ -	\$ 47,000
2	Alternate 2 - Upfit Flex Spaces with Ceiling & Floor Finishes	Accepted by owner	\$45,388	A	\$ 45,388	\$ -	\$ -
3	Alternate 3 - Add Ballistic Treatment to Transaction Window & drywall surround	Rejected - Not included in GMP Package	\$40,000	R	\$ -	\$ 40,000	\$ -
4	Alternate 4 - Add Pre-fabricated Sound Panels at Elevator Surrounds	Rejected - Not included in GMP Package	\$80,040	R	\$ -	\$ 80,040	\$ -
5	Alternate 5 - Utilize Acoustibuilt seamless acoustical ceiling for ACT-3 in lieu of Calla at Main Lobby	Rejected - Not included in GMP Package	\$70,765	R	\$ -	\$ 70,765	\$ -
6	Alternate 6 - Add Pre-Action system in lieu of standard wet pipe system in IT closets	Rejected - Not included in GMP Package	\$24,000	R	\$ -	\$ 24,000	\$ -
7	Alternate 7 - Alternate planting plan at BMP	Pending - Not included in GMP Package	\$16,000	R	\$ -	\$ 16,000	\$ -
	<u>EARLY BID PACKAGES:</u>						
1	Briegan Concrete - Drawing Reconciliation to Current Set		(\$5,715)	A	\$ (5,715)	\$ -	\$ -
2	North State Steel - Drawing Reconciliation to Current Set		(\$55,259)	A	\$ (55,259)	\$ -	\$ -
3	North State Steel - Picket Rail per design in lieu of Decorative Glass Per Owner Design		(\$12,945)	A	\$ (12,945)	\$ -	\$ -
4	North State Steel - Remove prime painting of all structural steel		(\$14,310)	A	\$ (14,310)	\$ -	\$ -
5	Piedmont Roofing - Drawing Reconciliation to Current Set		(\$39,130)	A	\$ (39,130)	\$ -	\$ -
6	Piedmont Roofing - Remove Coverboard from Roof (not required)		(\$13,000)	A	\$ (13,000)	\$ -	\$ -
7	TRCE - Drawing Reconciliation (Permit required comments)		\$11,634	A	\$ 11,634	\$ -	\$ -
8	TRCE - Fire Alarm from full conduit to MC Cable system		(\$9,600)	A	\$ (9,600)	\$ -	\$ -
9	TRCE - Run branch home run in conduit but the rest in MC Cable		(\$11,500)	A	\$ (11,500)	\$ -	\$ -

10	Pedulla - Deduct Light Pole Bases - by Electrician		(\$17,000)	A	\$ (17,000)	\$ -	\$ -
11	Pedulla - Delete conduit by other trades		(\$17,000)	A	\$ (17,000)	\$ -	\$ -
12	Pedulla - Delete Waterproofing carried in bid		(\$4,000)	A	\$ (4,000)	\$ -	\$ -
13	Pedulla - Delete Tree Grates & Frames if by Landscaping		(\$31,000)	A	\$ (31,000)	\$ -	\$ -
14	Pedulla - Use Meck County typical detail in lieu of Silva Cells		(\$44,000)	A	\$ (44,000)	\$ -	\$ -
15	Pedulla - HWY 115 work (no longer required)		(\$242,000)	A	\$ (242,000)	\$ -	\$ -
16	Pedulla - Solid wall hdpe in lieu of sch 40 for secondary drainage & use 12" grates in lieu of 18" grates		(\$23,000)	A	\$ (23,000)	\$ -	\$ -
17	Pedulla - Drawing Reconciliation		(\$69,568)	A	\$ (69,568)	\$ -	\$ -
18	Pedulla - Delete installation and removal of added stone laydown area (per site logistic plan)		(\$24,000)	A	\$ (24,000)	\$ -	\$ -
19	Pedulla - Remove Endwall/Headwall to Flared End Section at BMP		(\$25,500)	A	\$ (25,500)	\$ -	\$ -
20	Pedulla/Edifice - Reduce Rock/Soil Allowances - Reduce Undercut recommendation from 3' to 2'		(\$114,489)	I	\$ -	\$ -	\$ (114,489)
21	Delete Composite Cleanup Crew from Subs, Edifice to manage cleaning budget		(\$44,874)	A	\$ (44,874)	\$ -	\$ -
22	Modular Designs - Delete 50 #50 bags of Leveling (scope level)		(\$4,700)	A	\$ (4,700)	\$ -	\$ -
23	Lomax Tile - Change the floor grout from epoxy to cementitious grout		(\$8,078)	A	\$ (8,078)	\$ -	\$ -
24	MCI - Eliminate Spec Section 233113-3.9. Use Industry Standard		(\$54,935)	A	\$ (54,935)	\$ -	\$ -
Cost Savings Total					\$ (714,092)		

DBIA 530

Exhibit B

Schedule of Work

Huntersville Town Hall Exhibit B - Schedule of Work

HTH-000 - Huntersville Town Hall Baseline Draft						All Activities 11x17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
Activity ID	Area	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025																2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
							Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
Milestones																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										

Actual Work
 Milestone
 Remaining Work
 Critical Remaining Work

Page 1 of 12

Notice to Proceed: March 20, 2024
 Final Completion: November 20, 2025
 Contract Time: 611 Calendar Days



Date	Revision	Checked	Approved
26-Jan-24	Baseline Draft		

Huntersville Town Hall Exhibit B - Schedule of Work

HTH-000 - Huntersville Town Hall Baseline Draft						All Activities 11x17																												
Activity ID	Area	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025												2026			
							Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan					
S1000	Site	Construction Fence	2	2	20-Mar-24	21-Mar-24	1 Construction Fence																											
S1010	Site	Erosion Control Phase I - Silt & Tree Protection Fence	3	3	22-Mar-24	26-Mar-24	1 Erosion Control Phase I - Silt & Tree Protection Fence																											
S1020	Site	Erosion Control Phase I - Temporary Construction Entrance	3	3	22-Mar-24	26-Mar-24	1 Erosion Control Phase I - Temporary Construction Entrance																											
S1030	Site	Site Demolition	8	8	27-Mar-24	05-Apr-24	1 Site Demolition																											
S1040	Site	Erosion Control Phase I - Temporary Skimmer Sediment Basin	10	10	08-Apr-24	19-Apr-24	1 Erosion Control Phase I - Temporary Skimmer Sediment Basin																											
S1070	Site	Clearing & Grubbing	5	5	22-Apr-24	26-Apr-24	1 Clearing & Grubbing																											
S1080	Site	Erosion Control Phase II - Mass Grading	15	15	29-Apr-24	17-May-24	1 Erosion Control Phase II - Mass Grading																											
S2000	Site	24" RCP Storm Drainage Jack & Bore	8	8	29-Apr-24	08-May-24	1 24" RCP Storm Drainage Jack & Bore																											
S1150	Site	6" DIP Facility Sanitary Sewer Jack & Bore	8	8	09-May-24	20-May-24	1 6" DIP Facility Sanitary Sewer Jack & Bore																											
S1180	Site	Fire Water Backflow to Fire Riser 132	5	5	20-May-24	24-May-24	1 Fire Water Backflow to Fire Riser 132																											
S1090	Site	Erosion Control Phase II - Storm Drainage	12	12	21-May-24	06-Jun-24	1 Erosion Control Phase II - Storm Drainage																											
S1500	Site	Topsoil & Prep. for Grassing	10	10	28-Apr-25	09-May-25	1 Topsoil & Prep. for Grassing																											
S1940	Site	Site Furnishings	5	5	28-Apr-25	02-May-25	1 Site Furnishings																											
S1510	Site	Exterior Plants	10	10	12-May-25	23-May-25	1 Exterior Plants																											
S1580	Site	Lawn & Grasses	10	10	27-May-25	09-Jun-25	1 Lawn & Grasses																											
Parking Lot			37	37	07-Mar-25	28-Apr-25	1 Fine Grade Parking Lot																											
S1530	Park	Fine Grade Parking Lot	5	5	07-Mar-25	13-Mar-25	1 FRP Curb & Gutter Parking Lot																											
S1380	Park	FRP Curb & Gutter Parking Lot	5	5	21-Mar-25	27-Mar-25	1 Stone & Prep. Asphalt Paving Parking Lot																											
S1400	Park	Stone & Prep. Asphalt Paving Parking Lot	5	5	28-Mar-25	03-Apr-25	1 FRP Sidewalks Parking Lot																											
S1440	Park	FRP Sidewalks Parking Lot	3	3	28-Mar-25	01-Apr-25	1 Asphalt Paving Intermediate Course Parking Lot																											
S1450	Park	Asphalt Paving Intermediate Course Parking Lot	3	3	04-Apr-25	08-Apr-25	1 Asphalt Paving Tack Coat																											
S1580	Park	Asphalt Paving Tack Coat	5	5	09-Apr-25	15-Apr-25	1 Cure Asphalt Paving to Parking Lot Striping																											
S1590	Park	Cure Asphalt Paving to Parking Lot Striping	7	7	16-Apr-25	22-Apr-25	1 Parking Lot Striping																											
S1480	Park	Parking Lot Striping	2	2	23-Apr-25	24-Apr-25	1 Parking Lot & Site Code Mandated Room Signage																											
S1520	Park	Parking Lot & Site Code Mandated Room Signage	2	2	25-Apr-25	28-Apr-25																												
Building			346	346	20-May-24	28-Sep-25																												
Structure & Exterior			224	224	20-May-24	07-Apr-25																												
SE1060	Struct/Ext.	FRP Footings	20	20	20-May-24	17-Jun-24	1 FRP Footings																											
SE1000	Struct/Ext.	FRP Elevator Pit Slab	3	3	20-May-24	22-May-24	1 FRP Elevator Pit Slab																											
SE1020	Struct/Ext.	FRP Elevator Pit Walls	3	3	23-May-24	28-May-24	1 FRP Elevator Pit Walls																											
SE1030	Struct/Ext.	Waterproof Elevator Pit Walls	2	2	29-May-24	30-May-24	1 Waterproof Elevator Pit Walls																											
SE1050	Struct/Ext.	Backfill Elevator Pit Walls	1	1	31-May-24	31-May-24	1 Backfill Elevator Pit Walls																											
SE1080	Struct/Ext.	CMU Below Grade Foundation Walls	5	5	18-Jun-24	24-Jun-24	1 CMU Below Grade Foundation Walls																											
SE1090	Struct/Ext.	Facility Sanitary Sewer Piping Underground	8	8	25-Jun-24	05-Jul-24	1 Facility Sanitary Sewer Piping Underground																											
SE1100	Struct/Ext.	Electrical Feeder Underground	5	5	08-Jul-24	12-Jul-24	1 Electrical Feeder Underground																											
SE2130	Struct/Ext.	Electrical Branch Underground	3	3	15-Jul-24	17-Jul-24	1 Electrical Branch Underground																											
SE1110	Struct/Ext.	Stone & Prep. Slab on Grade	3	3	18-Jul-24	22-Jul-24	1 Stone & Prep. Slab on Grade																											
SE1070	Struct/Ext.	Slab on Grade Vapor Mitigation	2	2	23-Jul-24	24-Jul-24	1 Slab on Grade Vapor Mitigation																											
SE1120	Struct/Ext.	FRP Slab on Grade	3	3	25-Jul-24	29-Jul-24	1 FRP Slab on Grade																											
SE1130	Struct/Ext.	Structural Steel Framing Second Floor	6	6	30-Jul-24	06-Aug-24	1 Structural Steel Framing Second Floor																											
SE2340	Struct/Ext.	Structural Steel Framing Third Floor	6	6	07-Aug-24	14-Aug-24	1 Structural Steel Framing Third Floor																											
SE1150	Struct/Ext.	Steel Deck & Detail Second Floor	5	5	15-Aug-24	21-Aug-24	1 Steel Deck & Detail Second Floor																											
SE2350	Struct/Ext.	Structural Steel Framing Fourth Floor	6	6	15-Aug-24	22-Aug-24	1 Structural Steel Framing Fourth Floor																											
SE2380	Struct/Ext.	Steel Deck & Detail Third Floor	5	5	22-Aug-24	28-Aug-24	1 Steel Deck & Detail Third Floor																											
SE2360	Struct/Ext.	Structural Steel Framing Roof	3	3	23-Aug-24	27-Aug-24	1 Structural Steel Framing Roof																											

Actual Work	◆◆Milestone	Page 2 of 12	Notice to Proceed: March 20, 2024 Final Completion: November 20, 2025 Contract Time: 611 Calendar Days		Date 26-Jan-24	Revision Baseline Draft	Checked	Approved
--	-------------	--------------	--	---	-------------------	----------------------------	---------	----------

Actual Work
 Remaining Work
 Critical Remaining Work

Page 2 of 12

Notice to Proceed: March 20, 2024
 Final Completion: November 20, 2025
 Contract Time: 611 Calendar Days



Date	Revision	Checked	Approved
26-Jan-24	Baseline Draft		

Huntersville Town Hall Exhibit B - Schedule of Work

HTH-000 - Huntersville Town Hall Baseline Draft							All Activities 11x17																								
Activity ID	Area	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025												2026
							Jan	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
SE2370	Struct/Ext.	Steel Joist Framing Roof	3	3	28-Aug-24	30-Aug-24																									
SE1170	Struct/Ext.	Prep. & Pour Slab on Deck Second Floor	5	5	29-Aug-24	05-Sep-24																									
SE2410	Struct/Ext.	Steel Deck & Detail Fourth Floor	5	5	29-Aug-24	05-Sep-24																									
SE1160	Struct/Ext.	Steel Deck & Detail Roof	5	5	06-Sep-24	12-Sep-24																									
SE2390	Struct/Ext.	Prep. & Pour Slab on Deck Third Floor	5	5	06-Sep-24	12-Sep-24																									
SE2400	Struct/Ext.	Prep. & Pour Slab on Deck Fourth Floor	5	5	13-Sep-24	19-Sep-24																									
SE1190	Struct/Ext.	Cold-Formed Metal Framing West Elevation	10	10	20-Sep-24	03-Oct-24																									
SE1210	Struct/Ext.	Cold-Formed Metal Framing North Elevation	10	10	04-Oct-24	17-Oct-24																									
SE1220	Struct/Ext.	Sheathing West Elevation	4	4	04-Oct-24	09-Oct-24																									
SE1270	Struct/Ext.	Fluid-Applied Membrane Air Barriers West Elevation	5	5	10-Oct-24	16-Oct-24																									
SE1280	Struct/Ext.	Cold-Formed Metal Framing East Elevation	10	10	18-Oct-24	31-Oct-24																									
SE2320	Struct/Ext.	Pre-fabricated Metal Canopies Embeds North Elevation	2	2	18-Oct-24	21-Oct-24																									
SE1290	Struct/Ext.	Sheathing North Elevation	4	4	22-Oct-24	25-Oct-24																									
SE1310	Struct/Ext.	Brick Veneer West Elev.	20	20	25-Oct-24	21-Nov-24																									
SE1320	Struct/Ext.	Fluid-Applied Membrane Air Barriers North Elevation	5	5	28-Oct-24	01-Nov-24																									
SE1330	Struct/Ext.	Sheathing East Elevation	4	4	01-Nov-24	06-Nov-24																									
SE1340	Struct/Ext.	Cold-Formed Metal Framing South Elevation	10	10	01-Nov-24	14-Nov-24																									
SE1370	Struct/Ext.	Fluid-Applied Membrane Air Barriers East Elevation	5	5	07-Nov-24	13-Nov-24																									
SE2330	Struct/Ext.	Pre-fabricated Metal Canopies Embeds South Elevation	2	2	13-Nov-24	14-Nov-24																									
SE1360	Struct/Ext.	Sheathing South Elevation	4	4	15-Nov-24	20-Nov-24																									
SE1380	Struct/Ext.	Fluid-Applied Membrane Air Barriers South Elevation	5	5	21-Nov-24	27-Nov-24																									
SE1410	Struct/Ext.	Brick Veneer North Elev.	20	20	22-Nov-24	23-Dec-24																									
SE1420	Struct/Ext.	Aluminum-Framed Entrances & Storefronts West Elevation	2	2	22-Nov-24	25-Nov-24																									
SE1500	Struct/Ext.	Brick Veneer East Elev.	20	20	24-Dec-24	22-Jan-25																									
SE1600	Struct/Ext.	Brick Veneer South Elev.	20	20	23-Jan-25	19-Feb-25																									
SE1810	Struct/Ext.	Caulking Brick Veneer	5	5	20-Feb-25	26-Feb-25																									
SE1140	Struct/Ext.	Pre-fabricated Metal Canopies North Elevation	3	3	27-Feb-25	03-Mar-25																									
SE1510	Struct/Ext.	Aluminum-Framed Entrances & Storefronts North Elevation	3	3	04-Mar-25	06-Mar-25																									
SE2310	Struct/Ext.	Pre-fabricated Metal Canopies South Elevation	3	3	04-Mar-25	06-Mar-25																									
SE1610	Struct/Ext.	Aluminum-Framed Entrances & Storefronts East Elevation	2	2	07-Mar-25	10-Mar-25																									
SE1800	Struct/Ext.	Exterior Luminaires	5	5	07-Mar-25	13-Mar-25																									
SE1680	Struct/Ext.	Aluminum-Framed Entrances & Storefronts South Elevation	2	2	11-Mar-25	12-Mar-25																									
SE1750	Struct/Ext.	Gypsum Board Shaft Wall Assemblies Elevator Shaft	6	6	13-Mar-25	20-Mar-25																									
SE1880	Struct/Ext.	Aluminum-Framed Entrances & Storefronts West Elevation	2	2	02-Apr-25	03-Apr-25																									
SE2300	Struct/Ext.	Aluminum-Framed Entrances & Storefronts South Elevation	2	2	04-Apr-25	07-Apr-25																									
Roof			174	174	25-Oct-24	27-Jun-25																									
R-1210	R	Thermoplastic-Polyolefin (TPO) Roofing	6	6	25-Oct-24	01-Nov-24																									
R-1250	R	HVAC Power Ventilators EF-1, EF-2, EF-3 & EF-4	2	2	06-Nov-24	07-Nov-24																									
R-1310	R	Facility Storm Drainage Piping Roof Drains	2	2	21-Nov-24	22-Nov-24																									
R-1320	R	Sheet Metal Flashing & Trim	4	4	20-Feb-25	25-Feb-25																									
R-1330	R	Package DX, Outdoor, Central-Station Air-Handling Units RTU-1 &	2	2	09-May-25	12-May-25																									
R-1340	R	Electrical Rough	10	10	13-May-25	27-May-25																									
R-1350	R	Pull Branch Wire	5	5	06-Jun-25	12-Jun-25																									
R-1360	R	Refrigerant Piping	2	2	26-Jun-25	27-Jun-25																									
STAIR 1			208	208	20-Sep-24	16-Jul-25																									
S1-1010	STAIR 1	Metal Pan Stairs STAIR 1	3	3	20-Sep-24	24-Sep-24																									
Actual Work Remaining Work Critical Remaining Work			Page 3 of 12		Notice to Proceed: March 20, 2024 Final Completion: November 20, 2025 Contract Time: 611 Calendar Days		EDIFICE CONSTRUCTION		Date 26-Jan-24		Revision Baseline Draft		Checked		Approved																

Huntersville Town Hall Exhibit B - Schedule of Work

HTH-000 - Huntersville Town Hall Baseline Draft						All Activities 11x17																									
Activity ID	Area	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025												2026
							Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
S1-1020	STAIR 1	Pipe & Tube Railings STAIR 1	2	2	25-Sep-24	26-Sep-24																									
S1-1030	STAIR 1	Prep. & Pour Metal Stair Pans STAIR 1	2	2	27-Sep-24	30-Sep-24																									
S1-1000	STAIR 1	Ships Ladder STAIR 1	2	2	01-Oct-24	02-Oct-24																									
S1-1040	STAIR 1	Electric Wall Heaters EWH-S1.1, EWH-S1.2 & EWH-S1.3 STAIR 1	2	2	15-Jul-25	16-Jul-25																									
STAIR 2			205	205	27-Sep-24	18-Jul-25																									
S2-1000	STAIR 2	Metal Pan Stairs STAIR 2	3	3	27-Sep-24	01-Oct-24																									
S2-1010	STAIR 2	Pipe & Tube Railings STAIR 2	2	2	02-Oct-24	03-Oct-24																									
S2-1020	STAIR 2	Prep. & Pour Metal Stair Pans STAIR 2	2	2	04-Oct-24	07-Oct-24																									
S2-1030	STAIR 2	Electric Wall Heaters EWH-S2.1, EWH-S2.2 & EWH-S2.3 STAIR 2	2	2	17-Jul-25	18-Jul-25																									
STAIR 3			6	6	04-Oct-24	11-Oct-24																									
S3-1000	STAIR 3	Metal Pan Stairs STAIR 3	3	3	04-Oct-24	08-Oct-24																									
S3-1020	STAIR 3	Prep. & Pour Metal Stair Pans STAIR 3	2	2	09-Oct-24	10-Oct-24																									
S3-1010	STAIR 3	Decorative Metal Railings STAIR 3	3	3	09-Oct-24	11-Oct-24																									
ELEVATORS			21	21	21-Mar-25	18-Apr-25																									
SE1760	ELEV	Machine Room-Less Electric Traction Passenger Elevators (MRL)	20	20	21-Mar-25	17-Apr-25																									
SE1770	ELEV	Elevator Sump Pump SP1	1	1	18-Apr-25	18-Apr-25																									
First Floor			244	244	06-Sep-24	21-Aug-25																									
1-1010	First	Facility Storm Drainage Piping Rough	10	10	06-Sep-24	19-Sep-24																									
1-1020	First	Ductwork Medium Pressure	10	10	13-Sep-24	26-Sep-24																									
1-1030	First	Non-Structural Metal Framing	10	10	27-Sep-24	10-Oct-24																									
1-1040	First	Hollow Metal Frames Non-Structural Metal Framing	5	5	27-Sep-24	03-Oct-24																									
1-1050	First	Wet-Pipe Sprinkler Systems Main Piping	3	3	27-Sep-24	01-Oct-24																									
1-1060	First	Air Terminal Units	5	5	27-Sep-24	03-Oct-24																									
1-1070	First	Electrical Overhead Rough	20	20	27-Sep-24	24-Oct-24																									
1-1000	First	Natural Gas Piping & Equipment	5	5	27-Sep-24	03-Oct-24																									
1-1080	First	Wet-Pipe Sprinkler Systems Branch Piping	3	3	02-Oct-24	04-Oct-24																									
1-1090	First	Ductwork Low Pressure	10	10	04-Oct-24	17-Oct-24																									
1-1360	First	Instrumentation & Controls for HVAC Pull Wire	5	5	04-Oct-24	10-Oct-24																									
1-1100	First	Facility Sanitary Sewer Piping Rough	10	10	11-Oct-24	24-Oct-24																									
1-1120	First	Exhaust Ductwork	5	5	18-Oct-24	24-Oct-24																									
1-1130	First	Domestic Water Piping Rough	10	10	25-Oct-24	07-Nov-24																									
1-1140	First	Electrical In-Wall Rough	15	15	25-Oct-24	14-Nov-24																									
1-1150	First	Digital, Addressable Fire-Alarm System Rough	10	10	25-Oct-24	07-Nov-24																									
1-1160	First	Hot Water Recirculation Pump CP1	2	2	25-Oct-24	28-Oct-24																									
1-1170	First	Applied Fireproofing	5	5	07-Nov-24	13-Nov-24																									
1-1180	First	Plumbing Insulation	5	5	08-Nov-24	14-Nov-24																									
1-1190	First	Pre-Action Sprinkler Systems Server Room 220A & 220B	5	5	13-Nov-24	19-Nov-24																									
1-1200	First	In-Wall Inspection	3	3	15-Nov-24	19-Nov-24																									
1-1210	First	Identification for Plumbing Piping & Equipment	2	2	15-Nov-24	18-Nov-24																									
1-1220	First	Thermal Insulation	5	5	13-Mar-25	19-Mar-25																									
1-1230	First	Drywall Walls	10	10	13-Mar-25	26-Mar-25																									
1-1240	First	HVAC Insulation	10	10	13-Mar-25	26-Mar-25																									
1-1310	First	Pull Branch Wire	15	15	13-Mar-25	02-Apr-25																									
1-1250	First	Digital, Addressable Fire-Alarm System Pull Wire	5	5	13-Mar-25	19-Mar-25																									
1-1260	First	Low Voltage Systems Pull Wire	5	5	13-Mar-25	19-Mar-25																									
1-1270	First	Fire Protection Identification & Painting	2	2	13-Mar-25	14-Mar-25																									
◆ Milestone			Page 4 of 12		Notice to Proceed: March 20, 2024 Final Completion: November 20, 2025 Contract Time: 611 Calendar Days										Date Revision Checked Approved 26-Jan-24 Baseline Draft																
EDIFICE CONSTRUCTION																															

Huntersville Town Hall Exhibit B - Schedule of Work

HTH-000 - Huntersville Town Hall Baseline Draft						All Activities 11x17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
Activity ID	Area	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025												2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
							Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
1-1280	First	Non-Structural Metal Framing Ceilings & Soffits	10	10	27-Mar-25	09-Apr-25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

Actual Work
 Remaining Work
 Critical Remaining Work

Page 5 of 12

Notice to Proceed: March 20, 2024
 Final Completion: November 20, 2025
 Contract Time: 611 Calendar Days



Date	Revision	Checked	Approved
26-Jan-24	Baseline Draft		

Huntersville Town Hall Exhibit B - Schedule of Work

[illegible]

Huntersville Town Hall Exhibit B - Schedule of Work

HTH-000 - Huntersville Town Hall Baseline Draft							All Activities 11x17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
Activity ID	Area	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025												2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
2-1160	Second	Plumbing Insulation	5	5	24-Dec-24	31-Dec-24																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									</

Actual Work
 Remaining Work
 Critical Remaining Work

Page 7 of 12

Notice to Proceed: March 20, 2024
 Final Completion: November 20, 2025
 Contract Time: 611 Calendar Days



Date	Revision	Checked	Approved
26-Jan-24	Baseline Draft		

Huntersville Town Hall Exhibit B - Schedule of Work

HTH-000 - Huntersville Town Hall Baseline Draft						All Activities 11x17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
Activity ID	Area	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
2-1700	Second	Plumbing Fixtures & Trim	5	5	04-Aug-25	08-Aug-25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</

Actual Work
 Remaining Work
 Critical Remaining Work

Page 8 of 12

Notice to Proceed: March 20, 2024
 Final Completion: November 20, 2025
 Contract Time: 611 Calendar Days



Date	Revision	Checked	Approved
26-Jan-24	Baseline Draft		

Huntersville Town Hall Exhibit B - Schedule of Work

[illegible]

Huntersville Town Hall Exhibit B - Schedule of Work

HTH-000 - Huntersville Town Hall Baseline Draft							All Activities 11x17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Activity ID	Area	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025												2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
							Jan	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
3-1740	Third	Tile Carpeting	5	5	21-Aug-25	27-Aug-25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															</

Huntersville Town Hall Exhibit B - Schedule of Work

HTH-000 - Huntersville Town Hall Baseline Draft						All Activities 11x17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Activity ID	Area	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025												2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
							Jan	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
4-1240	Fourth	Thermal Insulation	5	5	24-Apr-25	30-Apr-25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												</

Actual Work
 Remaining Work
 Critical Remaining Work

Page 11 of 12

Notice to Proceed: March 20, 2024
 Final Completion: November 20, 2025
 Contract Time: 611 Calendar Days



Date	Revision	Checked	Approved
26-Jan-24	Baseline Draft		

Huntersville Town Hall Exhibit B - Schedule of Work

HTH-000 - Huntersville Town Hall Baseline Draft						All Activities 11x17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
Activity ID	Area	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025												2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
							Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
4-1710	Fourth	Paint Final Coat	5	5	18-Sep-25	24-Sep-25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										

 Actual Work ♦ Milestone
 Remaining Work
 Critical Remaining Work

Page 12 of 12

Notice to Proceed: March 20, 2024
 Final Completion: November 20, 2025
 Contract Time: 611 Calendar Days



Date	Revision	Checked	Approved
26-Jan-24	Baseline Draft		

DBIA 530

Exhibit C

Owner's Permit List

DBIA 530 Exhibit C

Owner's Permit List

- 1) Erosion and Sediment Control Plan

DBIA 530
Exhibit D
Insurance and Bonds

DBIA 530 EXHIBIT D
INSURANCE AND BOND REQUIREMENTS

1. The Work under this Agreement shall not commence until the Design-Builder has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Design-Builder shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.
2. The insurance coverage shall be provided and maintained for the duration of the Agreement.
3. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies with coverage at least as broad as that provided to the named insureds.
4. The verifying 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.
5. If endorsements are needed to comply with the notification or other requirements of this Agreement, copies of the endorsements shall be submitted with the certificates.
6. Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Design-Builder.
7. The Design-Builder is required to provide and maintain the following minimum insurance coverage:

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

The Design-Builder shall provide and maintain, until final acceptance, Workers' Compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$1,000,000.

b. **Commercial General Liability (CGL) Insurance.**

The Design-Builder shall provide and maintain, commercial 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 Design-Builder or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage: Products/	\$1,000,000 per occurrence/\$2,000,000 aggregate
Completed Operations:	\$1,000,000 per occurrence/\$2,000,000 aggregate

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

The commercial general liability insurance policy shall provide that such insurance is primary to and non-contributory with any liability insurance carried by the additional insureds and provide a severability of interests clause.

c. **Automobile Liability.**

The Design-Building shall provide and maintain automobile liability coverage including coverage for owned, hired, and non-owned vehicles, with limits no less than \$1,000,000 per accident for bodily injury and property damage.

d. **Builder's Risk/Course of Construction.**

For construction projects, the Design-Builder shall provide and maintain builder's risk coverage utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

The Design-Builder shall provide and maintain professional liability coverage with limits no less than \$1,000,000.

f. **Pollution Liability.**

The Design-Builder shall provide and maintain pollution liability coverage with minimum limits of \$1,000,000 per occurrence/aggregate.

g. **Umbrella Coverage.**

The Design-Builder shall provide and maintain umbrella coverage with minimum limits of no less than \$10,000,000 per occurrence/aggregate.

h. **Other Insurance.**

The Design-Builder 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.

8. If the Design-Builder maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Design-Builder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.
11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The limits of insurance described herein shall not limit the liability of the Design-Builder and Design-Builder's officers, employees, agents, representatives, and subcontractors. The Design-Builder's obligation to defend, indemnify, and hold the Town and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph are not limited to or restricted by any requirement in the Agreement for Design-Builder to procure and maintain a policy of insurance.
13. Design-Builder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design-Builder shall ensure that Town is an additional insured on insurance required from subcontractors.
14. The Design-Builder shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

OWNER:

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER

(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

Date: _____

DBIA 530

Exhibit E

Schedule of Values

Schedule of Values Continuation Sheet - Exhibit E

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

** If should be noted that this is the draft SOV for Exhibit E. Each line item has the ability to be broken down further after subcontracts are award and prior to billing.

APPLICATION NO: SOV DRAFT

APPLICATION DATE:

PERIOD TO:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G ÷ C)	Balance to Finish (C - G)	Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	General Conditions	\$1,881,651				\$0.00	0.00%	\$1,881,651	\$0.00
2	Design Administration during Construction	\$414,000				\$0.00	0.00%	\$414,000	\$0.00
3	Design-Builder Contingency LS	\$707,000				\$0.00	0.00%	\$707,000	\$0.00
4	General Liability Insurance	\$223,200				\$0.00	0.00%	\$223,200	\$0.00
5	Builders Risk Insurance	\$86,800				\$0.00	0.00%	\$86,800	\$0.00
6	Tech Fee	\$62,000				\$0.00	0.00%	\$62,000	\$0.00
7	Pollution & PL Insurance	\$12,400				\$0.00	0.00%	\$12,400	\$0.00
8	SDI 1.25% (Not on Reno Allowance)	\$249,609				\$0.00	0.00%	\$249,609	\$0.00
9	Building Permit Allowance	\$44,698				\$0.00	0.00%	\$44,698	\$0.00
10	Payment & Performance Bond	\$326,875				\$0.00	0.00%	\$326,875	\$0.00
11	Final Cleaning	\$54,834				\$0.00	0.00%	\$54,834	\$0.00
12	Cast-In-Place Concrete	\$861,896				\$0.00	0.00%	\$861,896	\$0.00
13	Masonry	\$1,705,000				\$0.00	0.00%	\$1,705,000	\$0.00
14	Steel	\$1,984,203				\$0.00	0.00%	\$1,984,203	\$0.00
15	Millwork	\$448,690				\$0.00	0.00%	\$448,690	\$0.00
16	Waterproofing and Caulking	\$237,860				\$0.00	0.00%	\$237,860	\$0.00
17	Roofing	\$350,000				\$0.00	0.00%	\$350,000	\$0.00
18	Spray Fireproofing	\$47,365				\$0.00	0.00%	\$47,365	\$0.00
19	Metal Panel Fascia & Prefab Canopies	\$117,204				\$0.00	0.00%	\$117,204	\$0.00
20	Doors and Hardware	\$343,405				\$0.00	0.00%	\$343,405	\$0.00
21	Glass	\$812,500				\$0.00	0.00%	\$812,500	\$0.00
22	Drywall	\$2,020,000				\$0.00	0.00%	\$2,020,000	\$0.00
23	Acoustical Ceilings & Wall Panels	\$360,794				\$0.00	0.00%	\$360,794	\$0.00
24	Hard Tile	\$223,733				\$0.00	0.00%	\$223,733	\$0.00
25	Flooring	\$197,448				\$0.00	0.00%	\$197,448	\$0.00
26	Paint	\$123,660				\$0.00	0.00%	\$123,660	\$0.00
27	Specialties	\$93,398				\$0.00	0.00%	\$93,398	\$0.00
28	Signage (TCO) Allowance	\$4,500				\$0.00	0.00%	\$4,500	\$0.00
29	Window Treatments	\$46,660				\$0.00	0.00%	\$46,660	\$0.00
30	Elevator	\$324,998				\$0.00	0.00%	\$324,998	\$0.00
31	Fire Suppression	\$271,750				\$0.00	0.00%	\$271,750	\$0.00

Schedule of Values Continuation Sheet - Exhibit E

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

** If should be noted that this is the draft SOV for Exhibit E. Each line item has the ability to be broken down further after subcontracts are award and prior to billing.

APPLICATION NO: SOV DRAFT

APPLICATION DATE:

PERIOD TO:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G + C)	Balance to Finish (C - G)	Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
32	Plumbing	\$881,900				\$0.00	0.00%	\$881,900	\$0.00
33	HVAC	\$1,830,920				\$0.00	0.00%	\$1,830,920	\$0.00
34	Electrical	\$2,270,338				\$0.00	0.00%	\$2,270,338	\$0.00
35	BDA Allowance	\$45,000				\$0.00	0.00%	\$45,000	\$0.00
36	Sitework + Courtyard	\$3,684,332				\$0.00	0.00%	\$3,684,332	\$0.00
37	Sitework Unsuitable Soils Allowances	\$278,979				\$0.00	0.00%	\$278,979	\$0.00
38	Landscape and Irrigation Allowance	\$116,000				\$0.00	0.00%	\$116,000	\$0.00
39	Accepted Alternates, Reconciliation, Cost Savings	(\$714,092)				\$0.00	0.00%	(\$714,092)	\$0.00
40	Existing Town Hall Renovation Allowance	\$1,500,000				\$0.00	0.00%	\$1,500,000	\$0.00
41	DesignBuild Fee	\$1,218,521				\$0.00	0.00%	\$1,218,521	\$0.00
42	Owner's Contingency	\$400,000				\$0.00	0.00%	\$400,000	\$0.00
	Totals	\$26,150,029	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,150,029	\$0.00

DBIA 530

Exhibit F

Amended Preliminary Services Agreement



Project:

Huntersville Town Hall

Site Location:

14605 South Old Statesville Road
Huntersville, NC 28078

PRELIMINARY AGREEMENT WITH DESIGN-BUILDER

This preliminary agreement for pre-construction and design services, and all exhibits, (collectively this "Agreement") is entered into this 26th day of MAY, 2021 by and between the **Town of Huntersville**, a municipal corporation of the State of North Carolina, (the "Town") and **Edifice, LLC** located at 4111 South Blvd. Charlotte, NC 28209 (the "Design-Builder").

WITNESSETH:

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

1. **Scope of Preliminary Services.** Consistent with applicable state licensing laws and subject to the Town's project criteria as shall be provided to Design-Builder, Design-Builder agrees to provide pre-construction and design services (the "Preliminary Services"), including, but not limited to, the preparation of schematic design documents for the Town in accordance with the Design-Builder's Scope of Work attached hereto and incorporated herein as Exhibit C. The schematic design documents shall include design criteria, drawings, diagrams, and specifications setting forth the requirements of the Project.
2. **Fees:** The fees for the Preliminary Services to be completed by the Design-Builder pursuant to this Agreement shall be a fixed lump sum of \$960,000 dollars and zero cents (the "Fees"). A summary of the Fees for the Preliminary Services is included in Exhibit C. The Fees shall be the full compensation due to Design-Builder for the performance of all Preliminary Services set forth in this Agreement.
3. **Procedure for Payment.** Design-Builder shall submit monthly requests for progress payments ("Invoices") to the Town no later than the 30th day of every month. Preliminary Services shall be billed for based upon Design-Builder's actual percentage of total services completed during the invoice period. The Invoices shall detail the scope of the Preliminary Services that are being billed for during the invoice period, the amount billed to date, and the remaining amount to be billed under the Agreement. The Town shall make payment of undisputed Invoices within thirty (30) days after Town's receipt of each properly submitted invoice.
4. **Date of Commencement.** Design-Builder shall commence performance of the Preliminary Services set forth in this Agreement within five (5) days of Design-Builder's receipt of the Town's Notice to Proceed ("Date of Commencement").
5. **Time for Completion.** Design-Builder shall complete the Preliminary Services no later than three hundred and sixty-five calendar days after the Date of Commencement.

6. Proposal. Upon completion of the Preliminary Services, including, but not limited to, the preparation of schematic design documents and any other basis of design documents upon which the parties may agree, the Design-Builder shall submit a proposal (the "Proposal") to the Town for the design and construction of the Project. At a minimum, the Proposal shall include:
 - a. a proposed contract price for the design and construction of the Project in the form of the Cost of the Work plus Design-Builder's Fee with a Guaranteed Maximum Price (the "GMP");
 - b. a schedule and date of "Substantial Completion" of the Project upon which the contract price for the Project is based; and
 - c. the time limit for acceptance of the proposal.
7. Review of Proposal. Design-Builder will meet with the Town to discuss and review the Proposal, as may be revised by the Design-Builder, or upon the written request of the Town, to cure inaccuracies or inconsistencies in the information presented. Design-Builder's Preliminary Services shall be deemed completed upon meeting with the Town to discuss the Proposal and making any necessary revisions to the Proposal.
8. Ownership of Work Product. All drawings, specifications, and other documents and electronic data furnished by Design-Builder to the Town under this Agreement (the "Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents whether furnished electronically or in paper hard copies. Upon Design-Builder's completion of the Preliminary Services as described in clause seven (7) of this Agreement, if the Town fails to execute a contract with Design-Builder to complete the design and construction of the Project and proceeds to design and construct the Project through its employees, agents, or third parties, Design-Builder, upon payment in full of the amounts due Design-Builder under this Agreement, shall transfer all ownership and property interests, including but not limited to, any intellectual property rights, copyrights and/or patents, in the Work Product to the Town at no additional cost. Such transfer is conditioned on the Town's use of the Work Product at its sole risk without liability or legal exposure to Design-Builder. Notwithstanding clause five (5) of the Town's Standard Terms and Conditions attached hereto and incorporated herein as Exhibit A, the Town agrees to defend, indemnify, and hold harmless the Design-Builder from and against all claims, damages, liabilities, losses and expenses, including attorney's fees, arising out of or resulting from the use of the Work Product.
9. Historically Underutilized Businesses (HUB). It is the policy of the Town 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.
10. Insurance. Design-Builder shall be required to purchase and maintain, during its performance under this agreement, insurance coverage as shown on Exhibit B, which is attached hereto and incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, and if required by Exhibit B, 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.
11. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Agreement. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this 26th day of MAY, 20 21.

Design-Builder

Name: Edifice, LLC
Name of Design-Builder (type or print)

By: [Signature]
(Signature) Michael A. Carlisto

Title: Vice President

Attest: [Signature]
(Secretary, if a corporation)

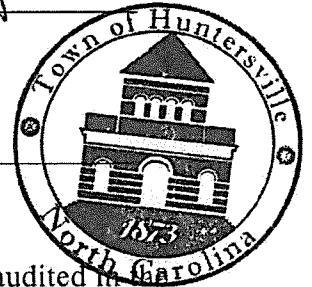
Asst.



Town of Huntersville

[Signature]
Town Manager

Attest: [Signature]
Town Clerk



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

[Signature]
Finance Director

EXHIBIT A

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Design-Builder's acknowledgment of the terms of this Agreement 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 Agreement that deal with the same subject matter as this Agreement, and (iv) any other terms and conditions of a written agreement signed by Design-Builder and the Town that deals with the same subject matter as this Agreement (collectively, the "Agreement Documents"). The terms and provisions set forth in the Agreement Documents shall constitute the entire agreement between Design-Builder and the Town with respect to the "Preliminary Services" as described in the Agreement Documents. The agreements set forth in the Agreement Documents are sometimes referred to herein as the "Agreement." In the event of any conflict between any terms and conditions of the Agreement Documents, the order of precedence shall be: 1) the Preliminary Agreement; 2) Exhibit A; 3) Exhibit B; and 4) Exhibit C. No additional or supplemental provision or provisions in variance herewith that may appear in Design-Builder's quotation, acknowledgment, invoice, or in any other communication from Design-Builder 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 Agreement Documents, and such provisions are superseded by the terms and conditions stated in the Agreement 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 Design-Builder and supersede all previous communications, either written or verbal with respect to the subject matter of this Agreement.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of services, specifications, terms and conditions, commencement date, fees, charges, or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Design-Builder is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Design-Builder. The Agreement shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Design-Builder and the Town. Employees of the Design-Builder shall remain subject to the exclusive control and supervision of the Design-Builder, which is solely responsible for their compensation.
5. **Indemnification.** To the greatest extent allowed by the law, the Design-Builder shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, and attorneys' fees ("Claims"). In the event that any portion of the Preliminary Services performed under the Agreement shall be defective in any respect whatsoever, the Design-Builder 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. To the greatest extent allowed by law, the Town shall indemnify, hold harmless, and defend Design-Builder and any of Design-Builder's officers, directors, and employees from and against Claims to the extent resulting from the negligent acts or omissions of the Town or its agents, employees, and assigns.
6. **Invoices and Payment Terms.** The Design-Builder must certify that the Preliminary Services represented in the Design-Builder's requests for progress payments ("Invoices") has been completed in accordance with the Agreement Documents, and certify that the Invoices are

appropriate for payment before the Town shall be obligated to make such payment to the Design-Builder. If any Invoice is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Design-Builder within five days of receipt of the certified invoice and shall pay all undisputed amounts therein.

7. **Anti-Discrimination.** During the performance of the Agreement, Design-Builder shall comply with all federal and state requirements concerning fair employment and shall not discriminate against or deny the Agreement'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.
8. **Insurance.** The Design-Builder shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Design-Builder shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Agreement Documents prior to the commencement of any work under the Agreement and agrees to maintain such insurance until the completion of the Agreement. Such certificates of insurance shall be considered part of the Agreement.
9. **Applicable Laws and Courts.** All Town Agreements 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 Agreement, 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 Design-Builder represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
10. **License Requirement.** If applicable, the Design-Builder 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 Design-Builder will be responsible for providing properly qualified, licensed (if required) personnel to complete the Preliminary Services in accordance with the standard of care ordinarily used by members of the Design-Builder's profession practicing under similar circumstances and at the same time in Mecklenburg County.
11. **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.
12. **Assignment.** Design-Builder may not assign, pledge, or in any manner encumber Design-Builder's rights under this Agreement or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
13. **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.
14. **Warranties.** The Design-Builder 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 Preliminary Services outlined in this Agreement and any attached specifications. Design-Builder warrants that all Preliminary Services delivered hereunder will be free from defects in workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished with the Town's project criteria. Design-Builder warrants that all Preliminary Services will be performed in a professional and workman like manner in accordance with best industry practices.

15. **Default.** The Town may terminate the Agreement, in whole or in part, immediately and without prior notice upon breach of the Agreement by the Design-Builder. 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, Preliminary Services substantially similar to those so terminated.
16. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Agreement, in whole or in part, at any time at its complete discretion by providing 7 days' notice in writing from the Town to Design-Builder. If the Agreement is terminated by the Town in accordance with this paragraph, the Design-Builder will be paid in an amount which bears the same ratio to the total compensation as does the Preliminary Services actually delivered or performed to the total originally contemplated in the Agreement. The Town will not be liable to the Design-Builder for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Agreement.
17. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Agreement.
18. **Valid Contract for Services.** In order for an Agreement for Preliminary 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.
19. **Verification of Work Authorization.** Design-Builder 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.
20. **Iran Divestment List.** With the execution hereof, Design-Builder, 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.
21. **Availability of Funds.** Any and all payments to the Design-Builder are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this Agreement. Upon written request by the Design-Builder, the Town shall provide proof of funds to cover the Preliminary Services Agreement Fees.
22. **Severability.** If any provision of this Agreement 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.
23. **Companies that Boycott Israel.** With the execution hereof, Design-Builder, 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 Preliminary Services under this Agreement shall not commence until the Design-Builder 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

If applicable to Design-Builder, Design-Builder shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employer's liability insurance.

b. Comprehensive General Liability Insurance

During its performance under this agreement, the Design-Builder shall provide and maintain, 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:	\$1,000,000 combined per occurrence/aggregate
Property Damage:	\$1,000,000 per occurrence / \$2,000,000 aggregate

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

c. Deductible

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

d. Other Insurance

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



**Exhibit C – Scope of Preliminary Services
New Huntersville Town Hall
Design-Build Scope of Services
May 11, 2021**

DESIGN-BUILD SERVICES

Phase I – Design & Preconstruction Services (From May 2021 to May 2022):

Scope of services will include but not be limited to the following activities:

- Architectural services and design coordination by Creech & Associates
- Civil-Site Engineering and Landscape Architecture by Dewberry
- Structural Engineering by Stewart Engineering
- Mechanical, Electrical, and Plumbing Engineering by Optima Engineering
 - Add options for IT/Telecom & Data, Security, and Audio Visual
- Preconstruction Services by Edifice

Project Kickoff

- Conduct a kickoff and team introductory meeting with all project stakeholders
- Establish a meeting schedule to provide updates on project progress and needs
 - Update Meetings will be held at least twice monthly as a means of regular, periodic communication throughout design and construction
 - i.e., 1st and 3rd or 2nd and 4th days of the month
- Establish project goals, needs, timeframes
- Establish the Project Team
- Establish project collaborative platform for the project team to utilize and share information

Programming and Space Needs Study

- Establish the Advisory Committee to serve as the client representative
- Work with the Advisory Committee and department heads to conduct a space needs assessment including staff surveys, interviews, workflow observations, benchmarking, forecasting growth, and ultimately a program of spaces to inform plan diagrams.
- Generate multiple massing studies that illustrate the urban relationship of the new and existing building to the plaza, streetscape, and parking structure.
- Generate multiple plan diagrams at the category level to define the public and user group areas within the plan
- Facilitate a public charrette with opportunities for community engagement and feedback.
- Develop a project schedule with design milestones, budget milestones, authorities having jurisdiction review and approvals, owner activities, and high-level construction activities and milestones

Schematic Design

- Refine the selected plan diagram into preliminary floor plans at the space level
- Precedent study of aesthetic options for the facade
- Exterior renderings of the design from multiple angles
- Facilitate a public charrette with opportunities for community engagement and feedback.
- Design narratives from each consultant describing the anticipated systems
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Programming review and verification
- Quantity takeoff and unit cost pricing



- Schematic design estimate
- Cost savings review and workshop with owner and designer
- High level constructability review

Design Development

- Final floor plan and ceiling plan design
- Precedent study of interior finishes
- Visioning of interior spaces
- Consultant coordination of building infrastructure and systems
- Refinement of building exterior and sections
- Preliminary reviews with the relevant AHJs
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Detailed and comprehensive constructability review
- Product and system analysis with recommendations
- Quantity takeoff
- Solicit key trades for current market pricing
- Design development estimate
- Facilitate estimate review meeting and refine the estimate based on team comments
- Cost savings review and workshop with owner and designer
 - Analyze products and building systems and make recommendations

Construction Documents

- Final resolution of construction details
- Final selection of interior finishes
- Specific locations of devices (outlets, data, AV, etc.)
- Site utility coordination
- Submit construction documents for review and approval by all applicable Authorities Having Jurisdiction (AHJs)
 - Town of Huntersville, Mecklenburg County, Charlotte Water, State of North Carolina, etc...
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Constructability review and verification of Design Development Constructability review items
- Design quality control and/or VE workshop with owner and designer
- Phasing and site logistics plan
- Milestone construction schedule
- Cost savings review and workshop with owner and designer
- Perform quality control review of construction documents
- Provide cost estimate based on 95% CD's
- Conduct estimate review meeting and refine cost estimate based on feedback
- Create, discuss, and finalize a list of Formal and Informal Trade Packages

Prequalification of Trade Contractors

- Establish a Prequalification Committee to review, approve, and finalize prequalified trade contractors
- Establish a prequalification process to ensure that all Town of Huntersville policies are adhered to and project-specific criteria is included
- Invite Trade Contractors, Minority, Local, and others to participate in the Prequalification process
- Tailor bid packages for the benefit of the project in terms of available resources and funding
- Advertise trade package opportunities for those interested in prequalifying to bid the project
 - Occurs at end of Design Development and/or beginning of Construction Documents



CREECH & ASSOCIATES

- Edifice will work with the Town of Huntersville on the Prequalification process making sure all Town policies are followed and project specific criteria is included
- Outreach Sessions will be held to help advertise and promote interest in the project
- Describe prequalification process at Outreach Sessions
- The Town of Huntersville and Edifice will work together to develop the list of Prequalified Trade Contractors in concert with the North Carolina bidding standards
- All Town of Huntersville requirements for MWBE or HUB participation will be followed
- Get approval from Town of Huntersville for recommended prequalified bidders
- Only allow prequalified trade contractors to bid the project

Public Bid Process

- Advertise the project for bid to all prequalified trade contractors
- Create a Bid Package Manual outlining scopes of work for each trade package and instructions to bidders applicable to the New Huntersville Town Hall project
- Conduct an open, competitive public bid process for all trade packages
- Offer and provide MWBE and/or HUB firms assistance during the bidding phase
- Provide feedback to any unsuccessful bidders
- Notify Prequalified Bidders of pre-bid meeting and bid date
- Conduct Pre-Bid meeting
- Hold the bid opening in a public location at a Town of Huntersville facility.
- Edifice-Creech will work in concert with Town of Huntersville and the Designers on all the necessary requirements related to the bid opening
- G.S. 143-129 Procedure for Letting of Public Contracts will be followed
- All Town of Huntersville requirements for MWBE and/or HUB participation will be followed
- Post Bid meetings with all apparent low, responsive, responsible trade contractors will be held to determine the authenticity and accuracy of bids
- Award 1st Tier Contracts
- Report Actual MWBE and/or HUB participation vs. Goals

Guaranteed Maximum Price

- Once Post Bid Meetings are finalized and apparent low bidders are determined, a Guaranteed Maximum Price (GMP) Proposal will be put together

Contract

- DBIA Contract
- The value of Design and Preconstruction Services will be the initial contract value. Construction services will be added when the Guaranteed Maximum Price is determined.

Schedule Milestones

- Design start May 2021
- Bidding Early Trades – Site, Steel, Concrete March-April 2022
- Construction Start April 2022
- Bid Remaining Trade Packages May 2022
- Vertical Construction July 2022
- Substantial Completion & Occupancy June 2023
- Final Completion August 2023



CREECH & ASSOCIATES

Phase II Construction Services to be added later and will include all construction management and administrative services by the Design-Build Team

Design and Preconstruction Services Fees

- We propose a lump sum Design-Build Services fee for tasks outlined above, to cover all Design and Preconstruction activities of Nine Hundred Sixty Thousand Dollars (\$960,000.00). Design and Preconstruction Services have been based on the proposed budget of plus or minus \$13,000,000 for the design and construction costs of the New Town Hall Building.

○ Potential Design and Construction Costs:		
▪ Construction of Site, Structure/Shell, Finishes		\$11,560,000
▪ Design & Construction Contingency – 3%		<u>\$346,800</u>
	Subtotal	\$11,906,800
▪ Design Fee – 8.06%		\$960,000
Forecasted Total Design & Construction		\$12,866,800
○ Other projected costs by the Town of Huntersville		
▪ Furniture, Fixtures, and Equipment		\$460,000
▪ Subsurface Geotechnical Testing & Investigations		\$35,000
▪ Topographic & Existing Conditions Survey		\$15,000
▪ Commissioning		\$25,000
▪ Construction Materials Testing & Special Inspections		\$60,000
▪ IT/AV/Security Design & Installation		\$175,000
▪ Owner Contingency		\$357,204
Potential Total Project Cost/Budget		\$13,994,004

- The Design and Construction cost of + or - \$13 million has been based on utilizing portions of the building as “Shelled” space for future growth/use by the Town. Edifice-Creech will work with the Town on programming to allow for as much finished space as possible for current staff needs with the budget in mind.
 - Square footage goals are 35,000 to 40,000 SF of Shell or Structure space which includes room for growth and 27,000 SF + or – of finished or upfitted space for Town’s current needs.

- The following is a breakdown of those Design and Preconstruction Services:

○ Programming/Conceptual Design	5.62%	\$54,000
○ Schematic Design Documents	16.88%	\$162,000
○ Design Development Documents	16.88%	\$162,000
○ Construction Documents and Permitting	49.50%	\$475,200
○ Preconstruction Services and Bidding for all items above	11.12%	<u>\$106,800</u>

Total Design & Preconstruction Services \$960,000

- Additional Services will be billed out at mutually agreeable rates agreed upon by the Town of Huntersville and Edifice. Time for additional design and preconstruction services will be estimated based on the rates agreed to between Edifice and their designers which will ultimately be approved by the Town. Edifice’s Preconstruction rates are shown in the attached breakdown of Preconstruction Services.
 - Reimbursables are included in the design fees.



CREECH & ASSOCIATES

Clarifications

- Services not included in the Design, Preconstruction, and eventually Construction, will be costs over and above what is projected as the cost of Design and Construction and will be by the Town or others are as follows:
 - Surveying – Topographic, boundary, or otherwise
 - Design of road work or widenings on Gilead Road and/or Highway 115 (S Old Statesville Road)
 - Geo Technical investigations, soil borings, analysis, or reports
 - Construction Materials Testing and Special Inspections
 - Minimum Commissioning required by the North Carolina Building Code
 - Furniture, Fixtures, and Equipment
 - Owner Contingency
 - Re-design or re-building or improvements to any existing storm retention or detention systems. Thought is that existing systems will be tied into and adequate for the New Town Hall
 - Tap, Impact, or Development Fees are by the Town
 - Costs associated with bringing additional utilities to the site. We are planning to design and construct utilities (power, water, gas, cable, etc...) from mains that presently run along both roads near the site.
 - IT/Data/Structured Cabling, Audio Visual, Cable TV & Security Systems will be designed and installed by the Town of Huntersville. Edifice will coordinate with the Town's staff and vendors in the implementation of this work into the design and construction.
 - Site lighting design and fixtures have not been included. Lighting on the outside of the building will be included. We advise that an allowance be established for any lighting for the plaza in front of the building as we have no way to measure that need and impact at this time.
 - Fire Flow testing for the Fire Sprinkler System will be conducted by the Town.
 - Plan Review and Permitting Fees will be included as an allowance
 - LEED or Green Building Design and Certifications are not included
 - Graphic Design or Graphics packages
 - Irrigation system will be included in the budget as an allowance. This system will be Design-Build by the Irrigation/Landscape Subcontractor
 - Construction Management by Edifice and Construction Administration by Creech and their consultants are a part of the cost of work and will included in the Guaranteed Maximum Price (GMP) for construction services.

FIRST AMENDMENT TO PRELIMINARY AGREEMENT WITH DESIGN-BUILDER

This FIRST AMENDMENT TO PRELIMINARY AGREEMENT WITH DESIGN-BUILDER ("Amendment") is made and entered into to be effective September 22, 2022 by and between the Town of Huntersville, North Carolina ("Town") and Edifice, LLC ("Design-Builder")

Background.

Town and Design-Builder are parties to that certain Preliminary Agreement with Design-Builder (the "Agreement") dated May 26, 2021 whereby the Design-Builder agreed to provide pre-construction and design services for the Town. Town and Design-Builder have agreed to amend the Agreement to amend the Fee and Scope of Work as provided herein.

Agreement

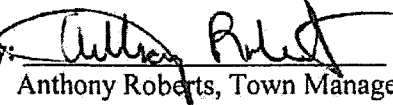
NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, Town and Design-Builder agree for themselves, their heirs, personal representatives, successors and assigns and follows:

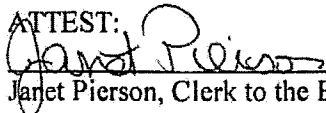
1. **Fees.** The Parties agree that Fees described in Section 2 of the Agreement shall be a fixed lump sum of \$1,887,465.00.
2. **Time for Completion.** The Parties agree that the Time for Completion described in Section 5 of the Agreement shall be on or before February 28th, 2024.
3. **Exhibit C.** Exhibit C- Scope of Preliminary Services of the Agreement is hereby deleted and replaced with the Exhibit C, attached hereto.
4. **Definition of Contract; Capitalized Terms.** All capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement.
5. **Unmodified Terms.** Terms and provisions of the Agreement which are not expressly modified by this Amendment shall remain in full force and effect.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties do hereby execute this Amendment for the purposes above stated.

Town of Huntersville, North Carolina

By: 
Anthony Roberts, Town Manager

ATTEST: 
Janet Pierson, Clerk to the Board



Edifice, LLC

By: 

Its: Michael A. Carlisto, Executive Vice President

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

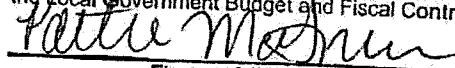
 9/22/2022
Finance Officer Date

EXHIBIT C – SCOPE OF PRELIMINARY SERVICES



**CREECH
&
ASSOCIATES**

**Exhibit C – Scope of Preliminary Services
New Huntersville Town Hall
Design-Build Scope of Services
Change Order 001 – Additional Design & Preconstruction Services
Larger Town Hall & Renovation
September 14, 2022**

DESIGN-BUILD SERVICES

Phase I – Design & Preconstruction Services (From September 2022 to December 2023):

Scope of services will include but not be limited to the following activities:

- Architectural services and design coordination by Creech & Associates
- Civil-Site Engineering and Landscape Architecture by Dewberry
- Structural Engineering by Stewart Engineering
- Mechanical, Electrical, and Plumbing Engineering by Optima Engineering
 - Add options for IT/Telecom & Data, Security, and Audio Visual
 - These services will be provided by the Town and coordinated with Edifice-Creech & Optima
- Preconstruction Services by Edifice

Project Kickoff

- Conduct a kickoff and team introductory meeting with all project stakeholders
- Re-Establish a meeting schedule to provide updates on project progress and needs
 - Update Meetings will be held at least twice monthly as a means of regular, periodic communication throughout design and construction
 - i.e., 1st and 3rd or 2nd and 4th days of the month
- Establish project goals, needs, timeframes
- Establish the Project Team
- Establish project collaborative platform for the project team to utilize and share information

Programming and Space Needs Study - Completed

- Establish the Advisory Committee to serve as the client representative
- Work with the Advisory Committee and department heads to conduct a space needs assessment including staff surveys, interviews, workflow observations, benchmarking, forecasting growth, and ultimately a program of spaces to inform plan diagrams.
- Generate multiple massing studies that illustrate the urban relationship of the new and existing building to the plaza, streetscape, and parking structure.
- Generate multiple plan diagrams at the category level to define the public and user group areas within the plan
- Facilitate a public charette with opportunities for community engagement and feedback.
- Develop a project schedule with design milestones, budget milestones, authorities having jurisdiction review and approvals, owner activities, and high-level construction activities and milestones

Schematic Design – Repeat the Schematic Design Phase

Preconstruction Services for a 54,000 SF+ new building and renovations of the existing 8,000 SF+ Town Hall

- Refine the selected plan diagram into preliminary floor plans at the space level
- Precedent study of aesthetic options for the facade
- Exterior renderings of the design from multiple angles



- Facilitate a public input process with opportunities for community engagement and feedback.
- Design narratives from each consultant describing the anticipated systems
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Programming review and verification
- Quantity takeoff and unit cost pricing
- Schematic design estimate
- Cost savings review and workshop with owner and designer
- High level constructability review

Design Development

- Final floor plan and ceiling plan design
- Precedent study of interior finishes
- Visioning of interior spaces
- Consultant coordination of building infrastructure and systems
- Refinement of building exterior and sections
- Preliminary reviews with the relevant AHJs
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Detailed and comprehensive constructability review
- Product and system analysis with recommendations
- Quantity takeoff
- Solicit key trades for current market pricing
- Design development estimate
- Facilitate estimate review meeting and refine the estimate based on team comments
- Cost savings review and workshop with owner and designer
 - Analyze products and building systems and make recommendations

Construction Documents

- Final resolution of construction details
- Final selection of interior finishes
- Specific locations of devices (outlets, data, AV, etc.)
- Site utility coordination
- Submit construction documents for review and approval by all applicable Authorities Having Jurisdiction (AHJs)
 - Town of Huntersville, Mecklenburg County, Charlotte Water, State of North Carolina, etc...
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Constructability review and verification of Design Development Constructability review items
- Design quality control and/or VE workshop with owner and designer
- Phasing and site logistics plan
- Milestone construction schedule
- Cost savings review and workshop with owner and designer
- Perform quality control review of construction documents
- Provide cost estimate based on 95% CD's
- Conduct estimate review meeting and refine cost estimate based on feedback
- Create, discuss, and finalize a list of Formal and Informal Trade Packages

Prequalification of Trade Contractors

- Establish a Prequalification Committee to review, approve, and finalize prequalified trade contractors



CREECH & ASSOCIATES

- Establish a prequalification process to ensure that all Town of Huntersville policies are adhered to and project-specific criteria is included. Verify that the Town has a Prequalification plan in place.
 - Edifice will work with the Town of Huntersville on the Prequalification process making sure all Town policies are followed and project specific criteria is included
- Invite Trade Contractors, Minority, Local, and others to participate in the Prequalification process
- Tailor bid packages for the benefit of the project in terms of available resources and funding
- Advertise trade package opportunities for those interested in prequalifying to bid the project
 - Occurs at end of Design Development and/or beginning of Construction Documents
- Outreach Sessions will be held to help advertise and promote interest in the project
- Describe prequalification process at Outreach Sessions
- The Town of Huntersville and Edifice will work together to develop the list of Prequalified Trade Contractors in concert with the North Carolina bidding standards
- All Town of Huntersville requirements for MWBE or HUB participation will be followed
- Get approval from Town of Huntersville for recommended prequalified bidders
- Only allow prequalified trade contractors to bid the project

Public Bid Process

- Submit a project specific MWBE Plan to the Town for approval
- Advertise the project for bid to all prequalified trade contractors
- Create a Bid Package Manual outlining scopes of work for each trade package and instructions to bidders applicable to the New Huntersville Town Hall project
- Conduct an open, competitive public bid process for all trade packages
- Offer and provide MWBE and/or HUB firms assistance during the bidding phase
- Provide feedback to any unsuccessful bidders
- Notify Prequalified Bidders of pre-bid meeting and bid date
- Conduct Pre-Bid meeting
- Hold the bid opening in a public location at a Town of Huntersville facility.
- Edifice-Creech will work in concert with Town of Huntersville and the Designers on all the necessary requirements related to the bid opening
- G.S. 143-129 Procedure for Letting of Public Contracts will be followed
- All Town of Huntersville requirements for MWBE and/or HUB participation will be followed
- Post Bid meetings with all apparent low, responsive, responsible trade contractors will be held to determine the authenticity and accuracy of bids
- Award 1st Tier Contracts
- Report Actual MWBE and/or HUB participation vs. Goals

Guaranteed Maximum Price

- Once Post Bid Meetings are finalized and apparent low bidders are determined, a Guaranteed Maximum Price (GMP) Proposal will be put together
 - Trade packages like Site Work, Concrete, Steel, Roofing, Electrical, may be bid earlier than the other trade packages because of Long Lead Materials and/or Components
 - A GMP for each of these bid phases will be presented and approved by the Town

Contract

- Modified DBIA Contract
- The value of Design and Preconstruction Services will be the initial contract value. Construction services will be added when the Guaranteed Maximum Price is determined.



Schedule Milestones

- Schematic Design Documents from September 2022 – End of December 2022,
- Delegated Design Documents from Jan 2023 – April 2023
- Construction Documents from April 2023 – June 2023
- Permitting June 2023 – Aug 2023
- Bidding Early Trades – Site, Steel, Concrete, Roofing, and Electrical Spring 2023
- Construction Start June 2023
- Bid Remaining Trade Packages August-September 2023
- Vertical Construction December 2023 and January 2024
- New Townhall Substantial Completion & Occupancy Late January 2025
- Renovation Scope of work at Existing Town Hall from February 2025 – May 2025
- Final Project Completion May 2025

Phase II Construction Services to be added later and will include all construction management and administrative services by the Design-Build Team

Design and Preconstruction Services Fees

- We propose a lump sum Design-Build Services fee for tasks outlined above, to cover all Design and Preconstruction activities of Nine Hundred Sixty Thousand Dollars (\$960,000.00). Design and Preconstruction Services have been based on the proposed budget of plus or minus \$13,000,000 for the design and construction costs of the New Town Hall Building.

o Original - Potential Design and Construction Costs:

▪ Construction of Site, Structure/Shell, Finishes	\$11,560,000
▪ Design & Construction Contingency – 3%	<u>\$346,800</u>
Subtotal	\$11,906,800

▪ **Original Contract Value - Design & Preconstruction Fee – 8.06% \$960,000**

Forecasted Total Design & Construction \$12,866,800

o Additional Services for Design & Preconstruction on the Larger Town Hall, Renovation, and different site/property:

▪ Updated Construction of Site, Structure/Shell, Finishes	\$24,321,340
▪ Design & Construction Contingency	<u>\$729,640</u>

New Projected Subtotal \$25,050,980

▪ **Add for Additional Services associated with Change Order 001 \$927,465**

▪ **New Contract Value for Design & Preconstruction Services \$1,887,465**

Forecasted Total Design & Construction \$26,938,445

o Other projected costs by the Town of Huntersville

▪ Furniture, Fixtures, and Equipment	\$800,000
▪ Subsurface Geotechnical Testing & Investigations	\$60,000
▪ Topographic & Existing Conditions Survey	\$30,000
▪ Commissioning	\$50,000
▪ Construction Materials Testing & Special Inspections	\$100,000
▪ IT/AV/Security Design & Installation	\$275,000



CREECH & ASSOCIATES

- Owner Contingency

Subtotal \$800,000
\$2,115,000

Potential Total Project Cost/Budget **\$29,053,445**

- The Design and Construction cost of + or - \$29 million has been based on utilizing portions of the building as "Shelled" space for future growth/use by the Town. Edifice-Creech will work with the Town on programming to allow for as much finished space as possible for current staff needs with the budget in mind.
 - Square footage goals are 62,000 SF of Structure space which includes room for growth and 8,000 SF of renovations at the existing Town Hall. Space may be shelled to help deal with budget challenges.

- The following is a breakdown of those updated Design and Preconstruction Services:

○ Programming/Conceptual Design – Completed Prior	2.86%	\$54,000
○ Schematic Design Documents	17.85%	\$336,905
○ Design Development Documents	17.85%	\$336,905
○ Construction Documents and Permitting	52.36%	\$988,255
○ Preconstruction Services and Bidding for all items above	9.08%	<u>\$171,400</u>

Total Design & Preconstruction Services **\$1,887,465**

- Additional Services will be billed out at mutually agreeable rates agreed upon by the Town of Huntersville and Edifice. Time for additional design and preconstruction services will be estimated based on the rates agreed to between Edifice and their designers which will ultimately be approved by the Town. Edifice's Preconstruction rates are shown in the attached breakdown of Preconstruction Services.
 - Reimbursables are included in the design fees
 - A Construction Administration Services fee of \$429,000 is projected for the project and will be added into the Construction GMP.

Clarifications

- Services not included in the Design, Preconstruction, and eventually Construction, will be costs over and above what is projected as the cost of Design and Construction and will be by the Town or others are as follows:
 - Surveying – Topographic, boundary, or otherwise
 - Design of road work or widenings on Gilead Road and/or Highway 115 (S Old Statesville Road)
 - Geo Technical investigations, soil borings, analysis, or reports
 - Construction Materials Testing and Special Inspections
 - Minimum Commissioning required by the North Carolina Building Code
 - Furniture, Fixtures, and Equipment
 - Owner Contingency
 - Storm water design is now included.
 - Tap, Impact, or Development Fees are by the Town
 - Costs associated with bringing additional utilities to the site. We are planning to design and construct utilities (power, water, gas, cable, etc...) from mains that presently run along both roads near the site.
 - IT/Data/Structured Cabling, Audio Visual, Cable TV & Security Systems will be designed and installed by the Town of Huntersville. Edifice will coordinate with the Town's staff and vendors in the implementation of this work into the design and construction.
 - Site lighting design and fixtures have not been included. Lighting on the outside of the building will be included. We advise that an allowance be established for any lighting for the plaza in front of the building as we have no way to measure that need and impact at this time.
 - Fire Flow testing for the Fire Sprinkler System will be conducted by the Town.



CREECH & ASSOCIATES

- Plan Review and Permitting Fees will be included as an allowance
- LEED or Green Building Design and Certifications are not included
- Graphic Design or Graphics packages
- Irrigation system will be included in the budget as an allowance. This system will be Design-Build by the Irrigation/Landscape Subcontractor
- Construction Management by Edifice and Construction Administration by Creech and their consultants are a part of the cost of work and will included in the Guaranteed Maximum Price (GMP) for construction services.

SECOND AMENDMENT

TO PRELIMINARY AGREEMENT WITH DESIGN-BUILDER

This SECOND AMENDMENT TO PRELIMINARY AGREEMENT WITH DESIGN-BUILDER ("Second Amendment") is made and entered into to be effective Oct 20, 2023, 2023 by and between the Town of Huntersville, North Carolina ("Town") and Edifice, LLC ("Design-Builder").

Background

Town and Design-Builder are parties to that certain Preliminary Agreement with Design-Builder (the "Agreement") dated May 26, 2021 whereby the Design-Builder agreed to provide preliminary services including pre-construction and design services for the Town. The Agreement was amended by that First Amendment to Preliminary Agreement ("First Amendment") with Design-Builder on September 22, 2022. Town and Design-Builder have agreed to further amend the Agreement to amend the Fee and Scope of Work as provided herein.

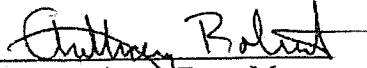
Agreement

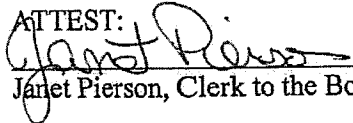
NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, Town and Design-Builder agree for themselves, their heirs, personal representatives, successors and assigns and follows:

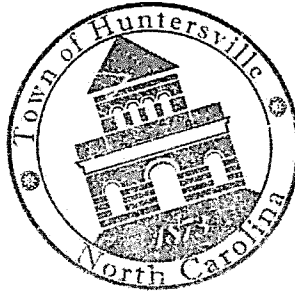
1. **Fees.** The Parties agree that Fees described in Section 2 of the Agreement shall be a fixed lump sum of \$1,887,465.00 as set forth in the First Amendment plus the additional preliminary services cost of \$289,949 as set forth in Exhibit D attached hereto. The total cost for the entire scope of preliminary services shall be \$2,177,414.
2. **Time for Completion.** The Parties agree that the Time for Completion described in Section 5 of the Agreement shall be on or before April 30, 2024.
3. **Exhibit D.** Exhibit D- Additional Preliminary Services is hereby incorporated into the Agreement.
4. **Definition of Contract; Capitalized Terms.** All capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement.
5. **Unmodified Terms.** Terms and provisions of the Agreement which are not expressly modified by this Amendment shall remain in full force and effect.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby execute this Second Amendment for the purposes above stated.

Town of Huntersville, North Carolina

By: 
Anthony Roberts, Town Manager

ATTEST: 
Janet Pierson, Clerk to the Board



Edifice, LLC

By: 

Its: Executive Vice President
Michael A. Carlisto

EXHIBIT D – ADDITIONAL PRELIMINARY SERVICES



CREECH
&
ASSOCIATES

**Exhibit D – Additional Preliminary Services
New Huntersville Town Hall
Design-Build Scope of Services**

**Change Order #002 – Additional Early Construction Procurement and Submittals
October 13, 2023**

The following costs and fees are included in Change Order 002:

- Cost for the Cast in Place Subcontractor to perform the following services:
 - o Engineer and execute concrete reinforcement shop drawings for approval.
 - o Execute and submit all cast in place concrete submittals for approval.
 - o Procure and fabricate reinforcement steel material for delivery upon Edifice release.
- Cost for the Structural Steel Subcontractor to perform the following services:
 - o Engineer and execute structural steel shop drawings and submittals for approval.
 - o Engineer and execute steel decking shop drawings and submittals for approval.
 - o Finalize all detailing and connections with final "for production drawings."
 - o The Structural Steel Subcontractor will not release raw materials or fabrications until the construction services contract between Edifice and the Town of Huntersville is executed.
- Cost for the Roofing Subcontractor to perform the following services:
 - o Execute and submit all roofing shop drawings, details, and submittals for approval.
- Cost for the Electrical Subcontractor to perform the following services:
 - o Execute and submit all electrical gear submittals and drawings for approval.
 - o Execute and submit all generator submittals and drawings for approval.
 - o Execute and submit all remaining electrical submittals for approval.
 - o Procure and purchase electrical switch gear material for delivery upon Edifice release.
- Cost for the Site Subcontractor to perform the following services:
 - o Execute and submit site shop drawings, details, and submittals for approval.
- Cost for administration and staff from the Design Build team to perform the following services:
 - o Process and approve the scope of work stated above.
- Design Build fee.



CREECH & ASSOCIATES



Huntersville Town Hall Schematic Budget

Town of Huntersville, NC

Division Summary

Full Early Bid Package

GMP

9/18/2023

CO# 002 - Add Services
Construction Procurement & Submittals

10/12/2023

Description	Apparent Low Subcontractor	Apparent Low Bid Day #	Procurement & Submittal Cost
Cast-In-Place Concrete- Shop Drawings & Rebar Material	Briegleb Concrete	987,796	125,900
Steel - Engineering & Shop Drawings (no material release)	North State Steel	2,104,894	66,591
Roofing - Shop Drawings	Piedmont Roofing	350,000	-
Electrical - Submittals, Shop Drawings & Gear Released	TR Curlee Electric	2,333,918	42,480
Sitework: Shop Drawings & Submittals (no material release)	Pedulla	4,088,800	3,500
Subtotal Direct Cost		9,865,408	238,471
General Conditions		805,865	15,000
Construction Administration For Procurement		182,277	15,000
Estimating/Design Contingency 2.5%		271,339	-
Design-Build Contingency 3.5%		389,371	-
Add ons (GL, BR, PI, Tech)		185,198	
SDI 1.25%		123,318	
Building Permit Allowance		not included	not included
Tap Fees		included with Sitework Bid	included with Sitework Bid
Impact/Capacity Fees		not included	not included
Payment & Performance Bond		125,456	
Subtotal Construction		11,948,231	268,471
Design Build Fee 5%		597,412	21,478
Subtotal Design & Construction		12,545,643	289,949
Owner's contingency		not included	not included
Owner Soft Costs		not included	not included
Total Project Cost		12,545,643	289,949



**CREECH
&
ASSOCIATES**

Current Agreement Summary:

Current Total Design & Preconstruction Services	\$1,887,465
Design Build Change Order 002	\$289,949
New Agreement Amount	\$2,177,414

- The additional preliminary services will be billed out at mutually agreeable rates agreed upon by the Town of Huntersville and Edifice. The additional design and preconstruction services will be estimated based on the rates agreed to between Edifice and their designers, which will ultimately be approved by the Town. Edifice's initial preliminary services rates were previously agreed upon in the original executed Agreement for Preliminary Services.
 - Reimbursables are included in the design fees.
 - A Construction Administration Services fee of \$429,000 is projected for the project and will be added into the Construction GMP.

Clarifications

- The following costs and fees are not included in the scope of this Change Order # 002, but will be added to the cost of the Construction Agreement between Edifice and the Town of Huntersville:
 - An estimation of project contingencies
 - Costs for general liability, builders' risk, subcontractor default, and pollution insurance
 - Technology fees
 - Plan review and permit costs
 - Utility impact or capacity fees
 - Payment and performance bonds
 - Lighting on the outside of the Town Hall building
 - Stormwater design
 - Design and installation of an irrigation system
 - Construction management by Edifice
 - Construction administration by Creech and associates
 - All remaining construction costs
- The following services, costs, and fees are not included in the scopes of work for the Preliminary Services Agreement and/or Construction Agreement and will be the responsibility of the Town of Huntersville or third parties as may be applicable:
 - Surveying (topographic, boundary, or otherwise)
 - Design of road work or widenings on Gilead Road and/or Highway 115 (S Old Statesville Road)
 - Geo technical investigations, soil borings, analysis, or reports
 - Construction materials testing and special inspections
 - Minimum commissioning required by the North Carolina Building Code
 - Furniture, fixtures, and equipment
 - Owner contingency
 - Tap, impact, and development fees
 - Costs associated with bringing additional utilities to the site
 - However, Edifice will design and construct utilities (power, water, gas, cable, etc.) from utility mains that presently run along both roads near the site.
 - The design and installation of IT/data/structured cabling, audio visual, cable TV, and security systems
 - Edifice will coordinate with Town staff and contractors to incorporate the implementation of this work into the design and construction of the project.
 - Site lighting design and fixtures for the plaza in front of the building.
 - Edifice advises that an allowance be established for any lighting for the plaza in front of the building as Edifice has no way to measure that need and impact at this time.
 - Fire flow testing for the fire sprinkler system.
 - LEED or green building design and certifications.
 - Graphic design and/or graphics packages

DBIA 530

Exhibit G

General Conditions of Contract

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535

Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.



Article 1

General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2022 Edition); DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition); DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement* (2022 Edition); or DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects* (2022 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the “Basis of Design Documents.” For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, for DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement*, the Basis of Design Documents are Owner’s Project Criteria, Design-Builder’s Proposal, and the Deviation List, if any. For DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects*, the Basis of Design Documents are Owner’s Project Criteria, Design-Builder’s Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer-generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

1.2.8 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under

Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.9 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, pandemics, and other acts of God.

1.2.10 *General Conditions of Contract* refer to this modified DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

1.2.11 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.12 *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum Price* or with Section 2.3 of DBIA Document No. 544, *Progressive Design-Build Agreement*, or DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects*.

1.2.13 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.14 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.15 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.16 *Site* is the land or premises on which the Project is located.

1.2.17 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.18 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.19 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.20 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a bi-weekly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work

prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project. Owner's review of or approval of any plans, specifications, or other instruments of professional service shall not constitute a waiver by Owner of any of Design-Builder's warranties or obligations under this Subsection 2.3.1.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide

notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption. Owner will provide Design-Builder with a list of any Owner subcontractors and suppliers. Owner subcontractors and suppliers shall abide by all applicable Site rules, regulations, and requirements. Owner subcontractors and suppliers shall meet with the Design-Builder and Design-Builder's subcontractors prior to commencing any work at the Site and on an as-needed basis thereafter to ensure compliance with Section 3.6 as set forth below.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement.

Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Final Completion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as “Differing Site Conditions.” If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder’s cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder’s Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder’s insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days’ prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder’s information and belief.

5.2 Risk of Loss.

5.2.1 Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Design-Builder until such time as substantial completion is achieved, and approved by the Owner.

5.3 Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Design-Builder shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance (including builder’s risk insurance, alternatively referred to as course of construction insurance) upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Design-Builder shall be the broadest

coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Design-Builder shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Any loss covered under Design-Builder's property insurance (including builder's risk insurance) shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.4 To the extent permitted and as limited by North Carolina law, Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval, a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely

resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants

and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to one hundred and fifty percent (150%) of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; (iii) the terms of any special warranties required by the Contract Documents; and (iv) Design-Builder's indemnification obligations under the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment an amount equal to one hundred and fifty percent (150%) of the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 Owner shall not be responsible for any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in regard to any tax exemption that Design-Builder claims. Notwithstanding the foregoing, Owner shall furnish Design-Builder with any applicable tax exemption certificates it may have which are necessary to obtain such exemption(s), upon Design-Builder's request.

Design-Builder shall have no obligations to seek tax exemptions, or sales tax refunds or reimbursements on the Owner's behalf.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.3 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.6 Limited Recourse.

7.6.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described

herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, Force Majeure Events, and delays in the fabrication and delivery of materials, components, and equipment that exceed applicable industry standards.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for

such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial

mediator, or if the parties cannot so agree, a mediator designated by the Mecklenburg County Court from the list of certified superior court mediator appointees maintained by the North Carolina Dispute Resolution Commission. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator pursuant to North Carolina law. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Litigation.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, may be resolved by litigation. Any action or proceeding based on such claims, disputes, or controversies must be brought before a court of competent jurisdiction located in Mecklenburg County, North Carolina, and the parties hereto consent to the exclusive jurisdiction of, and venue in, such courts with regards thereto. The Agreement shall be construed in accordance the laws of the statue of North Carolina.

10.3.2 Design-Builder and Owner expressly agree that any litigation pursuant to this Section 10.3 may be joined or consolidated with any claims involving any other person or entity: (i) necessary to resolve the claim, dispute, or controversy, or (ii) substantially involved in or affected by such claim, dispute, or controversy. Both parties will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Prior to stopping work pursuant to Section 11.3.1 above, Design-Builder shall provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period,

Design-Builder may stop the Work until payment in full of amounts properly due. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract

Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement.

11.6.2 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

11.6.3 Upon receipt of written notice of termination pursuant to this Section 11.6, Design-Builder will cease operations as directed by Owner in the notice, take actions necessary (or that Owner may direct) for the protection and preservation of the Work, and, except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. All materials and equipment that have been fully fabricated specifically for the Work and which cannot be returned to the manufacturer or that are in fabrication production for the Work and the order of which cannot be cancelled, shall be received and paid for by the Owner.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidentiality.

13.1.1 The Design-Builder acknowledges the Owner is subject to public records law and no term shall be inconsistent with N.C.G.S. §132 et al.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing and Applicable Laws.

13.4.1 The Agreement and all Contract Documents shall be governed in all respects by and construed in accordance with the laws of the State of North Carolina, without giving effect to its conflict of law principles. 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.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Iran Divestment List.

13.10.1 With the execution hereof, Design-Builder, 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.

13.11 Companies that Boycott Israel.

13.11.1 With the execution hereof, Design-Builder, 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.

13.12 Verification of Work Authorization.

13.12.1 Design-Builder 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.

13.13 Anti-Discrimination and Equal Employment.

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

13.14 Authority.

13.14.1 In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

13.15 Availability of Funds.

13.15.1 Any and all payments to the Design-Builder are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.

13.16 Governmental Immunity.

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

The parties have modified this DBIA Form 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder, and hereby acknowledge their agreement to said modification of the terms of this modified form by signing below.

Design-Builder (Edifice, LLC)

Name:

Name of Contractor (type or print)

By:

(Signature)

Title:

Attest:

(Secretary, if a corporation)

Owner (Town of Huntersville)

Town Manager

Attest: _____
Town Clerk

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

Finance Director

DBIA 530

Exhibit H

Construction Documents

Exhibit H- Construction Documents Log
Huntersville Town Hall

1/30/2024

The construction documents can be accessed using the following link: [Construction Drawing Link](#). The construction documents and specifications are incorporated herein in their entirety by reference.

Discipline	Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set Name
General	CS	COVER SHEET	0	9/29/2023	9/29/2023	Final Bid Documents
General	G0.01	SHEET INDEX	0	9/29/2023	9/29/2023	Final Bid Documents
General	G0.02	ARCHITECTURAL LEGENDS AND ABBREVIATIONS	1	12/5/2023	12/5/2023	Addendum 4
General	G1.01	CODE SUMMARY	0	9/29/2023	9/29/2023	Final Bid Documents
General	G1.02	UL SYSTEMS	0	9/29/2023	9/29/2023	Final Bid Documents
General	G1.03	UL SYSTEMS	0	9/29/2023	9/29/2023	Final Bid Documents
General	G1.04	UL SYSTEMS	0	9/29/2023	9/29/2023	Final Bid Documents
General	G2.01	FIRST FLOOR OCCUPANCY PLAN	0	9/29/2023	9/29/2023	Final Bid Documents
General	G2.02	SECOND FLOOR OCCUPANCY PLAN	0	9/29/2023	9/29/2023	Final Bid Documents
General	G2.03	THIRD FLOOR OCCUPANCY PLAN	0	9/29/2023	9/29/2023	Final Bid Documents
General	G2.04	FOURTH FLOOR OCCUPANCY PLAN	0	9/29/2023	9/29/2023	Final Bid Documents
General	G2.11	FIRST FLOOR LIFE SAFETY PLAN	0	9/29/2023	9/29/2023	Final Bid Documents
General	G2.12	SECOND FLOOR LIFE SAFETY PLAN	0	9/29/2023	9/29/2023	Final Bid Documents
General	G2.13	THIRD FLOOR LIFE SAFETY PLAN	0	9/29/2023	9/29/2023	Final Bid Documents
General	G2.14	FOURTH FLOOR LIFE SAFETY PLAN	0	9/29/2023	9/29/2023	Final Bid Documents
General	G4.01	PARTITION TYPES AND SHELL ASSEMBLIES	0	9/29/2023	9/29/2023	Final Bid Documents
General	G4.02	MOUNTING HEIGHTS	0	9/29/2023	9/29/2023	Final Bid Documents
General	T0.01	COVER SHEET	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C0.01	GENERAL NOTES (SHEET 1 OF 2)	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C0.02	GENERAL NOTES (SHEET 2 OF 2)	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C0.03	NC G01 NOTES 1	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C0.04	NC G01 NOTES 2	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C1.01	Demolition Plan 1 of 2	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C1.02	Demolition Plan 2 of 2	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C1.51	PHASE 1 ESC PLAN (SHEET 1 OF 2)	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C1.52	PHASE 1 ESC PLAN (SHEET 2 OF 2)	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C2.01	PHASE 2 ESC	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C2.02	PHASE 2 ESC	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C2.51	PHASE 3 ESC	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C2.52	PHASE 3 ESC PLAN (SHEET 2 OF 2)	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C3.01	SITE PLAN - OVERALL	0	9/12/2023	9/12/2023	Final Bid Documents
Civil	C3.02	SITE PLAN - PLAZA	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C3.03	SITE PLAN - STORMWATER BMP TRAIL IMPROVEMENTS	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C4.01	GRADING AND STORMWATER PLAN - OVERALL	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C4.02	GRADING AND STORMWATER	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C4.03	GRADING AND STORMWATER	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C5.01	STORM PROFILES (SHEET 1 OF 3)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C5.02	STORM PROFILES (SHEET 2 OF 3)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C5.03	STORM PROFILES (SHEET 3 OF 3)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C5.04	NC HWY 115 ENCROACHMENT	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C5.05	UTILITY PROFILES	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C6.01	BMP DETAILS (SHEET 1 OF 2)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C6.02	BMP DETAILS (SHEET 2 OF 2)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C7.01	UTILITY PLAN - OVERALL	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C8.01	EROSIAN AND SEDIMENT CONTROL	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C8.02	EROSIAN AND SEDIMENT CONTROL	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C8.03	DETAILS (SHEET 1 OF 4)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C8.04	DETAILS (SHEET 2 OF 4)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C8.05	DETAILS (SHEET 3 OF 4)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C8.06	DETAILS (SHEET 4 OF 4)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C8.07	UTILITY DETAILS	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C8.08	TRAFFIC CONTROL PLAN DETAILS (SHEET 1 OF 2)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C8.09	TRAFFIC CONTROL PLAN DETAILS (SHEET 2 OF 2)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C9.01	NC HWY 115	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C9.02	HUNTERSVILLE- CONCORD RD. SITE DISTANCE PLAN ANC	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C9.03	N. MAXWELL AVE	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C10.01	TRAFFIC CONTROL PLAN (SHEET 1 OF 2)	0	9/29/2023	9/29/2023	Final Bid Documents
Civil	C10.02	TRAFFIC CONTROL PLAN (SHEET 2 OF 2)	0	9/29/2023	9/29/2023	Final Bid Documents
Structural	S0.01	GENERAL NOTES	0	9/29/2023	9/29/2023	Final Bid Documents
Structural	S0.02	ABBREVIATIONS AND SYMBOL LEGEND	0	9/29/2023	9/29/2023	Final Bid Documents
Structural	S0.03	STATEMENT OF SPECIAL INSPECTIONS	0	9/29/2023	9/29/2023	Final Bid Documents
Structural	S0.04	STATEMENT OF SPECIAL INSPECTIONS	0	9/29/2023	9/29/2023	Final Bid Documents
Structural	S1.11	FOUNDATION PLAN	3	11/29/2023	11/29/2023	Addendum 3
Structural	S1.12	SECOND FLOOR FRAMING PLAN	3	11/29/2023	11/29/2023	Addendum 3
Structural	S1.13	THIRD FLOOR FRAMING PLAN	0	9/29/2023	9/29/2023	Final Bid Documents
Structural	S1.14	FOURTH FLOOR FRAMING PLAN	0	9/29/2023	9/29/2023	Final Bid Documents
Structural	S1.21	ROOF PLAN	2	11/29/2023	11/29/2023	Addendum 3
Structural	S2.01	STRUCTURAL WALL SECTIONS	0	9/29/2023	9/29/2023	Final Bid Documents
Structural	S2.02	STRUCTURAL WALL SECTIONS	2	11/29/2023	11/29/2023	Addendum 3

Exhibit H- Construction Documents Log
Huntersville Town Hall

1/30/2024

Structural	S2.03	STRUCTURAL WALL SECTIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S2.51	VERTICAL FRAME ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S2.52	VERTICAL FRAME ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S2.53	VERTICAL FRAME ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S2.54	VERTICAL FRAME DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S3.01	SLAB ON GRADE DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S3.02	FOUNDATION DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S3.03	FOUNDATION DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S3.04	FOUNDATION DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S5.01	STEEL COLUMN DETAILS AND SCHEDULES	2	11/29/2023	11/29/2023 Addendum 3
Structural	S5.02	STEEL COLUMN DETAILS AND SCHEDULES	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S5.03	STEEL TYPICAL DETAILS & SCHEDULES	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S5.04	STEEL TYPICAL DETAILS & SCHEDULES	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S5.05	STEEL TYPICAL DETAILS & SCHEDULES	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S5.06	STEEL TYPICAL ROOF DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S5.11	STEEL FLOOR SECTIONS	2	11/29/2023	11/29/2023 Addendum 3
Structural	S5.12	STEEL FLOOR SECTIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Structural	S5.21	STEEL ROOF SECTIONS	2	11/16/2023	11/16/2023 Addendum 3
Architectural	A1.11	FIRST FLOOR PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A1.11A	FIRST FLOOR DIMENSIONED PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A1.12	SECOND FLOOR PLAN	3	12/5/2023	12/5/2023 Addendum 4
Architectural	A1.12A	SECOND FLOOR DIMENSIONED PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A1.13	THIRD FLOOR PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A1.13A	THIRD FLOOR DIMENSIONED PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A1.14	FOURTH FLOOR PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A1.14A	FOURTH FLOOR DIMENSIONED PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A1.21	ROOF PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A2.01	EXTERIOR ELEVATIONS	1	12/5/2023	12/5/2023 Addendum 4
Architectural	A2.02	EXTERIOR ELEVATIONS	2	11/29/2023	11/29/2023 Addendum 3
Architectural	A2.10	ENLARGED EXTERIOR ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A2.11	ENLARGED EXTERIOR ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A2.12	ENLARGED EXTERIOR ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A2.13	ENLARGED EXTERIOR ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A2.14	ENLARGED EXTERIOR ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A3.01	ENLARGED PLANS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A3.02	ENLARGED PLANS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A3.03	ENLARGED PLANS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A3.22	ENLARGED RESTROOM PLANS	1	11/29/2023	11/29/2023 Addendum 3
Architectural	A4.01	FIRST FLOOR REFLECTED CEILING PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A4.02	SECOND FLOOR REFLECTED CEILING PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A4.03	THIRD FLOOR REFLECTED CEILING PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A4.04	FOURTH FLOOR REFLECTED CEILING PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A4.11	ENLARGED REFLECTED CEILING PLANS	2	11/29/2023	11/29/2023 Addendum 3
Architectural	A4.21	TYPICAL CEILING DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A4.31	REFLECTED CEILING DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A4.32	REFLECTED CEILING DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A5.01	BUILDING SECTIONS	2	11/29/2023	11/29/2023 Addendum 3
Architectural	A6.01	WALL SECTIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A6.02	WALL SECTIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A6.03	WALL SECTIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.01	PLAN DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.02	PLAN DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.11	SECTION DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.12	SECTION DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.13	SECTION DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.14	SECTION DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.15	SECTION DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.21	STANDARD SECTION DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.22	STANDARD SECTION DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.31	STANDARD ROOF DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A7.41	STANDARD FLASHING DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A8.01	VERTICAL CIRCULATION	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A8.02	VERTICAL CIRCULATION	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A8.03	VERTICAL CIRCULATION	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A8.11	ELEVATOR PLANS AND SECTION	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A8.21	VERTICAL CIRCULATION	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A8.22	VERTICAL CIRCULATION	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A9.01	DOOR SCHEDULE	1	12/5/2023	12/5/2023 Addendum 4
Architectural	A9.02	DOOR JAMBS AND DETAILS	1	12/5/2023	12/5/2023 Addendum 4
Architectural	A9.03	DOOR FRAMES AND ELEVATIONS	1	12/5/2023	12/5/2023 Addendum 4
Architectural	A9.11	WINDOW ELEVATIONS	1	12/5/2023	12/5/2023 Addendum 4
Architectural	A9.12	WINDOW ELEVATIONS	1	12/5/2023	12/5/2023 Addendum 4
Architectural	A9.21	MATERIALS LEGEND	2	12/5/2023	12/5/2023 Addendum 4

Exhibit H- Construction Documents Log
Huntersville Town Hall

1/30/2024

Architectural	A9.22	FIRST & SECOND FINISH SCHEDULE	2	12/5/2023	12/5/2023 Addendum 4
Architectural	A9.23	THIRD & FOURTH FINISH SCHEDULE	2	12/5/2023	12/5/2023 Addendum 4
Architectural	A10.01	FIRST FLOOR POSSIBLE FURNITURE LAYOUT	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A10.02	SECOND FLOOR POSSIBLE FURNITURE LAYOUT	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A10.03	THIRD FLOOR POSSIBLE FURNITURE LAYOUT	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A10.04	FOURTH FLOOR POSSIBLE FURNITURE LAYOUT	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A10.21	FIRST FLOOR FINISH PLAN	1	11/29/2023	11/29/2023 Addendum 3
Architectural	A10.22	SECOND FLOOR FINISH PLAN	1	11/29/2023	11/29/2023 Addendum 3
Architectural	A10.23	THIRD FLOOR FINISH PLAN	1	11/29/2023	11/29/2023 Addendum 3
Architectural	A10.24	FOURTH FLOOR FINISH PLAN	1	11/29/2023	11/29/2023 Addendum 3
Architectural	A11.11	FIRST FLOOR INTERIOR ELEVATIONS	1	12/5/2023	12/5/2023 Addendum 4
Architectural	A11.12	FIRST FLOOR INTERIOR ELEVATIONS	1	12/5/2023	12/5/2023 Addendum 4
Architectural	A11.13	FIRST FLOOR INTERIOR ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A11.14	SECOND FLOOR INTERIOR ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A11.31	THIRD & FOURTH INTERIOR ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A11.51	INTERIOR DETAILS	1	11/29/2023	11/29/2023 Addendum 3
Architectural	A11.61	TOILET ELEVATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A12.01	MILLWORK DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	A12.11	CASEWORK DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Architectural	AS1.01	ARCHITECTURAL SITE PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Fire Protection	FP0.01	FIRE PROTECTION LEGEND AND NOTES	0	9/29/2023	9/29/2023 Final Bid Documents
Fire Protection	FP1.01	FIRST FLOOR FIRE PROTECTION PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Fire Protection	FP1.02	SECOND FLOOR FIRE PROTECTION	0	9/29/2023	9/29/2023 Final Bid Documents
Fire Protection	FP1.03	THIRD FLOOR FIRE PROTECTION PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Fire Protection	FP1.04	FOURTH FLOOR FIRE PROTECTION	0	9/29/2023	9/29/2023 Final Bid Documents
Fire Protection	FP1.05	ROOF FIRE PROTECTION PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Fire Protection	FP5.01	FIRE PROTECTION DETAILS AND SCHEMATICS	0	9/29/2023	9/29/2023 Final Bid Documents
Fire Protection	FP5.02	FIRE PROTECTION RISER DIAGRAM	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P0.01	PLUMBING LEGEND, INDEX, AND NOTES	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P0.02	PLUMBING SCHEDULES	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P0.10	PLUMBING SITE PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P1.01	FIRST FLOOR DRAINAGE PIPING	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P1.02	SECOND FLOOR DRAINAGE PIPING	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P1.03	THIRD FLOOR DRAINAGE PIPING	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P1.04	FOURTH FLOOR DRAINAGE PIPING	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P1.05	ROOF DRAINAGE PIPING PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P2.01	FIRST FLOOR SUPPLY PIPING	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P2.02	SECOND FLOOR SUPPLY PIPING	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P2.03	THIRD FLOOR SUPPLY PIPING	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P2.04	FOURTH FLOOR SUPPLY PIPING	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P5.01	PLUMBING DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Plumbing	P5.02	PLUMBING DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M0.01	MECHANICAL LEGEND AND NOTES	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M0.02	M ECHANICAL SCHEDULES	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M0.03	HVAC CONTROLS	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M1.01	FIRST FLOOR MECHANICAL PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M1.02	SECOND FLOOR MECHANICAL PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M1.03	THIRD FLOOR MECHANICAL PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M1.04	FOURTH FLOOR MECHANICAL PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M1.05	ROOF MECHANICAL PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M3.01	MECHANICAL SECTIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M5.01	MECHANICAL DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Mechanical	M5.02	MECHANICAL DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E0.01	ELECTRICAL LEGEND AND	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E0.02	ELECTRICAL SPECIFICATIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E0.10	ELECTRICAL SITE PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E1.01	FIRST FLOOR LIGHTING PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E1.02	SECOND FLOOR LIGHTING PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E1.03	THIRD FLOOR LIGHTING PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E1.04	FOURTH FLOOR LIGHTING PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E2.01	FIRST FLOOR POWER PLAN	1	11/22/2023	11/22/2023 Addendum 3
Electrical	E2.02	SECOND FLOOR POWER PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E2.03	THIRD FLOOR POWER PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E2.04	FOURTH FLOOR POWER PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E2.05	FIRST FLOOR EQUIPMENT CONNECTIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E2.06	SECOND FLOOR EQUIPMENT CONNECTIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E2.07	THIRD FLOOR EQUIPMENT CONNECTIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E2.08	FOURTH FLOOR EQUIPMENT CONNECTIONS	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E2.09	POWER ROOF PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E6.01	ELECTRICAL DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E6.02	ELECTRICAL DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E6.03	ELECTRICAL DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E6.04	ELEVATOR DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents

Exhibit H- Construction Documents Log
Huntersville Town Hall

1/30/2024

Electrical	E6.05	ELECTRICAL DETAILS	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E7.01	ELECTRICAL DIAGRAMS & SCHEDULES	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E8.01	PANEL SCHEDULES	1	11/16/2023	11/16/2023 Addendum 3
Electrical	E8.02	PANEL SCHEDULES	0	9/29/2023	9/29/2023 Final Bid Documents
Electrical	E8.03	PANEL SCHEDULES	0	9/29/2023	9/29/2023 Final Bid Documents
Landscape	L1.01	LANDSCAPE PLAN - OVERALL	0	9/29/2023	9/29/2023 Final Bid Documents
Landscape	L1.02	LANDSCAPE PLAN	0	9/29/2023	9/29/2023 Final Bid Documents
Landscape	L1.03	LANDSCAPE PLAN - BMP	0	9/29/2023	9/29/2023 Final Bid Documents
Bid Package Manual			11/15/2023	11/15/2023 Bid Package Manual	
Early Package	Addendum 1		9/6/2023	9/6/2023 Addendum 1- Early	
Early Package	Addendum 2		11/7/2023	11/7/2023 Addendum 2- Early	
Early package	Addendum 3		11/13/2023	11/13/2023 Addendum 3- Early	
Final Bid	Addendum 1		11/16/2023	11/16/2023 Addendum 1	
Final Bid	Addendum 2		11/22/2023	11/22/2023 Addendum 2	
Final Bid	Addendum 3		12/1/2023	12/1/2023 Addendum 3	
Final Bid	Addendum 4		12/5/2023	12/5/2023 Addendum 4	
Final Bid	Addendum 5		12/7/2023	12/7/2023 Addendum 5	