

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

March 4, 2024 - 6:00 PM

TOWN HALL (101 Huntersville-Concord Road)

**Live Stream available via YouTube
@townofhuntersvillenc28078**

1. Pre-meeting - 5:30 p.m.

- 1.A. Closed Session pursuant to N.C.G.S. §§ 143-318.11(a)(5) and (a)(6) to: 1) instruct staff or negotiating agents concerning the price and other material terms for the acquisition of real property; 2) to instruct staff concerning the amount of compensation and other material terms of an employment contract; and 3) to consider the qualifications, competence, performance, character, fitness, and conditions of appointment of an employee.

2. Call to Order

3. Invocation/Moment of Silence

4. Pledge of Allegiance

5. Announcements

6. Public Comments, Requests, or Presentations

6.A. Adam Santalla Pierce, Arts & Science Council.

6.B. Aaron Hintz, Carolina Diving Academy.

6.C. Women's History Month Proclamation. *(Mayor Clark)*

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

- 8.A. Approve the minutes of the February 5, 2024 Regular Town Board Meeting. (*Janet Pierson*)
- 8.B. Approve the minutes of the February 8 and 9, 2024 Town Board Planning Workshop. (*Catherine Cook*)
- 8.C. Approve the minutes of the February 19, 2024 Regular Town Board Meeting. (*Janet Pierson*)
- 8.D. Approve contract with Martin Starnes for Audit Services. (*Pattie McGinnis*)
- 8.E. Approve property tax refund report from Mecklenburg County. (*Pattie McGinnis*)
- 8.F. Approve budget amendment appropriating \$300,000 to HFFA from the General Fund to correct HFFA's deficit fund balance. (*Pattie McGinnis*)
- 8.G. Adopt Seventh Amendment to the Capital Project Ordinance for Transportation projects. (*Pattie McGinnis*)
- 8.H. Approve Third Amendment to the Huntington Green sidewalk Capital Project Ordinance for additional funds awarded by the Community Development Block Grant. (*Pattie McGinnis*)
- 8.I. Adopt Resolution to accept Huntington Green Sidewalk Construction Contract. (*Kevin Fox*)
- 8.J. Approve FY 2025 Goals. (*Jackie Huffman*)
- 8.K. Call a public hearing for Monday, April 1, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-03, a request by the Huntersville Planning Department to amend Chapter 3.1.2 and 11.4.7 k of the Zoning Ordinance. (*Brad Priest*)

9. Public Hearings

- 9.A. Conduct public hearing on Petition #TA24-01, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 3.3.2(2)(d), 3.3.2-A(e), 3.3.2B(e), 3.3.3-A(e), 3.3.3(2)(d), and Article 8.17(3)(e) to bring the text into compliance with HB 600. (*Patrick Patterson*)
- 9.B. Conduct public hearing on petition #TA24-02, a request by the Huntersville Planning Department for a text amendment to Article 10, Section 10.10.9, 10.12, and 10.14.3 to clarify the Town's role in permitting, the placement, and enforcement of campaign signs. (*Patrick Patterson*)

10. Other Business

- 10.A. Consider approving budget amendment appropriating \$206,123 from General Fund balance and \$678,832 from the reduction in the contribution to Huntersville Fire Department (HFD), Inc. to fund Town employee part-time firefighters from April 15 to June 30. (*Pattie McGinnis*)
- 10.B. Consider appointing nine (9) members to the Environmental Sustainability Committee. (*Mayor Pro Tem Jennifer Hunt*)
- 10.C. Consider appointing one (1) member to the Parks and Recreation Commission due to one vacancy. (*Michael Jaycocks*)
- 10.D. Consider approving amendments to the Huntersville Ordinance Advisory Board Bylaws. (*Emily Sloop*)
- 10.E. Consider adopting an Ordinance to Amend the Town of Huntersville Code of Ordinances to Establish a Procedure for Reimbursement Agreements Pursuant to N.C.G.S. 160A-499. (*Emily Sloop*)
- 10.F. Consider adopting Resolution to Update Standard Reimbursement Agreement for Reimbursements Pursuant to N.C.G.S. 160A-307.1. (*Emily Sloop*)
- 10.G. Consider adopting Resolution to acquire right-of-way and/or easements necessary for the construction of the Bellamore to CVS Sidewalk project. (*Stephen Trott*)
- 10.H. Consider adopting Resolution to acquire right-of-way and/or easements necessary for the construction of the Drake Hill Drive Drainage Improvements project. (*Kevin Fox*)
- 10.I. Consider approving an employment contract for the Town Manager (*Mayor Clark*)

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.



A Proclamation For Women’s History Month

WHEREAS, Women’s History Month is a dedicated month to reflect on the often-overlooked contributions of women to United States history. From Abigail Adams to Susan B. Anthony, Sojourner Truth to Rosa Parks, the timeline of women’s history milestones stretches back to the founding of the United States; and

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere in the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, which create a more fair and just society for all.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim March 2024 as “**WOMEN’S HISTORY MONTH**” in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 4 of March, 2024.

Christy Clark, Mayor

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Janet Pierson, Town Clerk

Date: March 4, 2024

Subject: Approval of Minutes - February 5, 2024

EXPLAIN REQUEST:

Consider approving the minutes of the February 5, 2024 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 020524DraftForBoard

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**February 5, 2024
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

None.

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on February 5, 2024.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

Mayor Clark called the meeting to order.

Mayor Clark called for a moment of silence for Myra Skinner, a former Town Commissioner who recently passed away.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS

Main Street Project is nearing completion. NCDOT has determined pedestrian crosswalks must be redone despite prior approval.

New Town of Huntersville website launched January 31, 2024.

Application period for external agency funding requests is open until March 1, 2024.

If the Resolution creating the Environmental Sustainability Committee is approved, the Town will be seeking applicants for that committee.

The 2024 Parks & Recreation survey is live.

Ways to connect with us – website, social media pages, Town of Huntersville app.

PUBLIC COMMENTS

Ashley Wiley, 12435 Treasure Cove, said I would like to speak to you tonight about the Personnel Policy that you guys will be changing and adopting and things of that nature. When you have a policy, it's all great, however if it doesn't transfer off of the paper and actually practice into real life, it ain't going to work. I know I spoke to you last about Huntersville Police and checking into that. I know I have also spoken to you about different policies regarding that as well as different failures regarding that and I am still waiting for a call back because my solution was that I was going to have to learn how to get along with him and that cop was the one that gaslit me, yelled at me, told me Title 9 was policy, not law, and then you have the whole issue that goes into the girl from Southlake Christian. Did he tell them that, too? At the end of the day when is something going to actually be done and when is the Town going to start following the policies, the rules and the laws that they practice and preach.

Julia Rogers, 14820 Beatties Ford Road, said I'm a lifetime resident and a small business owner here in Huntersville and I'm here to express my concerns for the proposed cluster of homes to be built by Suriano Homes, Inc. on a property that's adjacent to my farm on Parcel ID 01501114. First of all, I would like to thank Commissioner Quarles and Commissioner Bergsman for responding to my email regarding this matter. Commissioner Quarles took the time to meet with me and my husband in person and I really appreciate that because I know how busy you all are with very important matters. The property in question is known to be an historic homesite of the Blythe/Beard family dating back before 1800. The concern with this development is that there is some evidence to suggest that there is a potential gravesite located on this property in the form of unnatural vegetation growing in specific areas. The noted vegetation is yucca and daffodil plants, both of which were used in the past to mark graves of enslaved people. Within the last year I did bring this concern to contacts within Mecklenburg County, but I was told that investigations could only be authorized by the landowners and now that the land has officially been marked for development, I believe that the Board of Commissioners must investigate the potential for a gravesite on this property before it's destroyed. It's been unfortunate to witness the reckless development of this area over the past 30 years with little regard for historic sites, native habitats and don't even get me started on the effects of traffic. I believe we can all acknowledge that development is inevitable in such a beautiful area with close proximity to a large city, however that does not dismiss the duty of our elected officials to manage the growth appropriately. In addition to cultivating a contemporary town, our goal as a society should be to honor the past, the people who lived and died in this town, to establish the town that we now know and love, as well as preserve a meaningful space for future generations. Do we really want to be known as a town that bulldozes the last resting place of past generations to build the latest and greatest developments. I think we can be more than that and I hope that you will take the time to fully investigate the site as a potential gravesite.

AGENDA CHANGES

Commissioner Walsh made a motion to adopt the agenda.

Commissioner Hunt seconded the motion.

Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes – January 16, 2024. Commissioner Walsh made a motion to approve the minutes of the January 16, 2024 Regular Town Board Meeting. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Ordinance – Road Closure for Hello Huntersville. Commissioner Walsh made a motion to adopt Ordinance to temporarily close certain Town maintained roads for the annual Hello Huntersville event. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Ordinance attached hereto as Exhibit No. 1.

Ordinance – Road Closure for Spring Car and Truck Show. Commissioner Walsh made a motion to adopt Ordinance to temporarily close certain Town maintained roads for the Spring Car and Truck Show. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Ordinance attached hereto as Exhibit No. 2.

Recreation Activity Scholarship Policy. Commissioner Walsh made a motion to approve changes to the Recreation Activity Scholarship Policy. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Recreation Activity Scholarship Policy attached hereto as Exhibit No. 3.

Budget Amendment – Parks & Recreation. Commissioner Walsh made a motion to approve budget amendment appropriating insurance proceeds of \$11,520.93 from Parks & Recreation revenue to Contract Services expense account to be used for repairs to the water line and tile wall within the restroom at the Dellwood Center. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Property Tax Refunds. Commissioner Walsh made a motion to approve seven property tax refunds from Mecklenburg County totaling \$5,796.31, which includes \$152.33 in interest. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Property Tax Refund Report attached hereto as Exhibit No. 4.

Call for Public Hearing – Petition #TA24-01. Commissioner Walsh made a motion to call a public hearing for Monday, March 4, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-01, a request by the Huntersville Planning Department to amend Zoning Ordinance Articles 3.3.2, 3.3.3, and 8.17 to comply with House Bill 600.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

Call for Public Hearing – Petition #TA24-02. Commissioner Walsh made a motion to call a public hearing for Monday, March 4, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-02, a request by the Huntersville Planning Department to amend Zoning Ordinance Article 10, Section 10.10.9, 10.12, and 10.14.3 to clarify the Town's role in permitting, the placement, and removal of campaign signs.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

Call for Public Hearing – Street Name Change. Commissioner Walsh made a motion to call a public hearing for Monday, February 19, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078 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.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

PUBLIC HEARINGS

Petition #R23-06, Beatties Ford Entertainment. Mayor Clark called to order public hearing on Petition #R23-06, Beatties Ford Entertainment, a request by Jonathan Eury and Katie Carpenter to rezone +/- 2.513 acres at 9349, 9339, and 9331 Beatties Ford Road from the Rural District to Highway Commercial Conditional District to allow Outdoor Recreation and Office use.

Nathan Farber, Planner II, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 5.*

Just a quick background, this rezoning was originally submitted in June of 2023. On September 18, 2023, the Town Board made a motion to approve. The motion failed by a vote of 2 to 3 and no further motion was made. On December 18, the Town Board directed staff to call for and readvertise a public hearing for this rezoning.

The applicants, Jonathan Eury and Katie Carpenter, are proposing to rezone the property here from the Rural zoning district to Highway Commercial with conditions.

The conditions of the rezoning are to limit the uses to only outdoor recreation and meeting/office space. The applicants will provide a 10' sidepath along Beatties Ford Road and a 5' sidewalk along Broadway Street. They are proposing to include 22 mulch parking spots and they will also provide a 6' privacy fence along the rear of the property, which is to the west. The existing structure will not be modified.

The Highway Commercial zoning district has a 30 percent specimen tree requirement. The applicants will be saving 89 percent of the specimen trees on site. They will also be providing a required 30' vegetated buffer along the south side of the property, which would be made up of existing and new vegetative buffers.

The property is located in the Mountain Island Lake Critical Watershed, which has a max 6 percent impervious allowance. The applicants are proposing to include 14,474 sq. ft. of impervious. In order to meet this requirement, they will need to do a 7,000 sq. ft. impervious transfer which will come from the neighboring property. That property is also owned by the applicant.

The applicants have two modification requests. The first is to use mulch as the surface for their parking stalls and to note this will only be for the parking stalls and not the driveway portion of the parking.

Staff does not support this modification request as it's not consistent with the intent of the Zoning Ordinance, as well as staff having safety and maintenance concerns.

Modification two is to allow the existing shed to encroach into the 30' buffer. Staff does support this modification request as the shed will be buffered by existing and new vegetation.

A Town TIA for this proposed project was not required.

The rezoning site is located next to a future intersection improvement project, which is to improve safety and traffic movements by removing one of the five legs of the existing intersection and installing a traffic signal.

The Beatties Ford Road Corridor Small Area Plan does not support this rezoning as the rezoning is located outside of the designated higher intensity areas and located within the low density residential district.

The Beatties Ford Road/Mt. Holly-Huntersville Road Small Area Plan created a vision for the future commercial and residential growth for the intersection of Beatties Ford Road and Mt. Holly-Huntersville Road. The plan calls for higher intensity commercial development to be focused closer to Hambright Road and then decrease intensity the farther you travel north on Beatties Ford Road. The rezoning site does not fall into the planned commercial or residential zones for increased development.

The 2040 Community Plan and the 2040 Future Land Use Map do not support this rezoning either, as the rezoning site is located within the Rural Conservation and Critical Watershed districts of the 2040 Community Plan. This Rural Conservation district calls for low density residential development.

The Planning Department recommends denial based on the plan being inconsistent with the 2040 Community Plan, the Beatties Ford Corridor Small Area Plan, and the Beatties Ford/Mt. Holly-Huntersville Road Small Area Plan. While staff does recommend denial, staff does recommend if the Town Board decides to approve this, that the existing activity cluster at the bottom of Beatties Ford Road be shifted slightly north to include the rezoning site in question.

Commissioner Walsh said if we were to approve the rezoning and the node moves north and there are about seven or eight properties on that block that are south of this rezoning.....in order to avoid a spot zoning issue, those properties then would be able to ask for some kind of similar rezoning.

Mr. Farber said any one of those properties could come in for a rezoning and then ask for a higher intensity use, but they are not automatically rezoned if this is approved.

Commissioner Quarles said when it comes to conditional rezoning we have different definitions. What does conditional mean?

Brian Richards, Planning Director, said in a nutshell what is conditional rezoning. It's a process in which a zoning district designation is subject to voluntary limitations or limitations that are agreed upon between the applicant and the Board. Any of those modifications can be made to the standards of the ordinance, but it's basically a contract – what you see is what you get.

Commissioner Quarles said if the business fails, do the conditions remain?

Mr. Richards said they run with the land, correct.

Commissioner Quarles said if it failed, what type of business could move into that area?

Mr. Richards said just what they are asking for tonight, so a meeting space/office space as well as outdoor recreation. That's the only thing that could occur unless another applicant came in and asked for another conditional rezoning.

Commissioner Bergsman said one thing you mentioned in your presentation is that staff has some concerns over safety and maintenance. Can you expand on that a little bit?

Mr. Farber said we feel that at least on the maintenance side with large downpours, you know storm water moving through the site, that a constant maintenance issue is going to occur, as well as safety.....people getting out of their cars, whatever footwear they are wearing tripping on mulch or mud. The Zoning Ordinance normally requires asphalt or some sort of hard surface in order to get around any of those issues.

Commissioner Bergsman said I do have a few more. The impervious transfer.....two parts to that question. I guess the first part is if that has occurred in any other properties in that area in the past and maybe also just explain a little bit like what that means.

Mr. Richards said there was one a few years ago, a neighboring property, where the parents transferred some to one of the children for some shops in the back of their property. This is not an uncommon occurrence around town. It doesn't happen every day, but it does happen. Basically, what that does is you just reserve some allocations from your property for impervious surface and it goes to a neighboring property in the same vicinity.

Commissioner Bergsman said on the topic of the type of rezoning, because when I was looking at the ordinances I saw that there's a few different types of businesses that seem permitted by right within the current zoning of Rural. Is that correct?

Mr. Richards said you can have churches, schools, outdoor recreation is allowed by right in the Rural zoning district as well as many other zoning districts.

Commissioner Bergsman said I saw like a bed and breakfast was mentioned. Is outdoor recreation something that's currently allowed as a business within the current zoning?

Mr. Richards said it is.

Commissioner Bergsman said I would think the community garden.....would that be as well?

Mr. Richards said yes.

Commissioner Bergsman said but office space.

Mr. Richards said not in the Rural district. That's what is mandating the property to be rezoned is the office component, as well as the modifications.

Commissioner Hunt said can you tell us about the watershed maintenance and monitoring that happens in that area, and can you explain how this project might impact the watershed.

Mr. Richards said all of our creeks and streams in all of Mecklenburg County and really all over the United States are constantly monitored by the Fish and Wildlife Services, NOAA, different various agencies, public and private agencies as well. It's just to monitor the health of our streams and monitor to make sure that there's no degradation due to development or any number of things. This is one of the most studied areas, Gar Creek. Staff does not feel that anything, if approved at this site, would garner a concern for degradation to the environment as they would need to meet the impervious restrictions.

Commissioner Bergsman said can you explain the staff recommendation that says "The rezoning is not consistent with the existing development patterns in the vicinity." Does this include approved developments that haven't broken ground, so if they were already built, would this project be consistent?

Mr. Richards said to the east of here you have the Oak Grove Hill neighborhood, which is being constructed as you can see here. If you want to go back to this particular small area plan, you can see on the right side with the little bit of black streets, the orange for lack of a better term, reverse pyramid there, that basically shows you Oak Grove Hill in the future. This plan is from a number of years ago.....two or three years ago they asked for that rezoning, so that would be consistent with the plan. A little bit prior to that just west of there a neighbor had come in and requested a rezoning to turn a home into a real estate office. That did not happen. They did withdraw, but as you can see where the star is located, this is outside of the areas that were earmarked for development in this small area plan as well as other small area plans, so we would say allowing this to move forward would be inconsistent with the goals for the Town's plans.

Commissioner Bergsman said Chief Graham, residents have shared some concerns about Long Creek serving alcohol. Can you talk about any issues of safety or any incident reports that have happened at any of our local institutions serving alcohol.

Police Chief Barry Graham said we have probably four major spots through here that serve alcohol and those would be 760 across the street, Primal Brewery up 115, Crafty Beer down here and then Neoteric over across the street. I had the crime analyst pull up our calls for service versus our crimes. Overall, we're really not having any issues with any of these four spots. At 760 they had a breaking and entering at the end of 2022 when it was still under construction. There was a domestic violence protective order at Primal, Crafty had an issue with a previous employee. We've had not crimes in the last two years at Neoteric.

Commissioner Dumas said I want to know more about why we need to do conditional with this one when we have examples like Rural Hill that is able to serve alcohol and things like that. What is it about this property that we have to do this type of rezoning?

Mr. Richards said the applicant is asking to offer co-working space, office, and meeting space. Those are not uses that are allowed in the Rural district, so therefore they would need to ask for the Highway Commercial zoning district.

Commissioner Dumas said when it comes to the impervious transfer, how does that impact future sale of the property?

Mr. Richards said it actually just gives them a little bit more area that they can develop. Again, even if they were to get this approved and it get sold, the parcel is subject to these conditions. To do something different someone would have to come back to the board to do anything other than this.

Commissioner Dumas said this is an older property. Do we as a Town have any requirements to check for lead or asbestos?

Mr. Richards said no, any sort of renovations would fall under Mecklenburg County.

Commissioner Walsh said just a follow-up question. There is an intersection improvement being done not far from here. Beatties Ford is a pretty crowded road north and south. Are there any plans to widen Beatties Ford Road?

Mr. Richards said no, there are no plans to widen Beatties Ford Road on the CRTPO Thoroughfare Map mainly due to the historic walls that are at Hopewell Presbyterian Church.

Commissioner Bergsman said I have a follow-up question for Chief Graham. I know you talked about Neoteric, Primal, etc. Do you happen to have any incident reports or knowledge around Lancaster's BBQ, because I know that's probably the closest that serves alcohol.

Chief Graham said not off the top of my head.....not that I know of. I'm sure that there's probably some issues through there somewhere, but off the top of my head it's not an issue that we are dealing with. You could ask me what are our top 10 or 15 areas and none of these places come up there that we would be concerned with.

Mayor Clark called on the petitioner.

Katie Carpenter and Jon Eury addressed the Board.

Katie Carpenter said we're here to present the Long Creek Family Entertainment. A little bit about both of us. Jon is a third generation Lake Norman native. He's a North Meck grad and he's an App State grad as well. He was actually Yosef for two years as well.

As for me, I've been a Lake Norman resident for the last 10 years. My dad was military, so we traveled around a lot growing up. I'm a Veterinary Technician with a master's in business and currently a Regional Operations Director for a veterinary company where I oversee 26 animal hospitals to the tune of \$100 million in revenue a year. I'm a certified CrossFit coach and wildlife and reptile rehabber. I have Crohn's disease as well as double whammy Celiac disease, so I follow a very healthy lifestyle – proactive, preventative, as well as gluten free.

As you heard already, we are seeking to rezone our property from Rural to Highway Commercial – Conditional. The plan keeps the current home structure for our co-working building. The land will be used for outdoor seating, recreation, gardening and club space. This will provide a walkable destination for the Long Creek community, which you just saw is coming in across the street with the new residential development at D. R. Horton.

Here's our site. Some notables – we are 200' from Martial Arts Training Institute, 300' from Lancaster's BBQ and we are 2,500' from a major shopping center just south of Mt. Holly-Huntersville in Charlotte. It

includes a Food Lion, CVS, Smoothie King, various other businesses, including just opened the Millionaire Social Dance Academy with pole fitness, cabaret and an adult theatre.

So why this location. This location completes the Long Creek Gateway which is found on the plan from the Beatties Ford Road Protection and Enhancement Strategy. It is also in close proximity to similarly zoned properties. You saw that the intersection improvement is coming this summer and 10,500 vehicles drive pass this location every single day, as well as there will be minimal changes to the existing property.

You saw the Beatties Ford Road Small Area Plan. I've highlighted on the left side of Beatties Ford Road you see that there's going to be Larger Commercial, Smaller Commercial, as well as Office and Institutional, but our project site was not included in that plan, which as you saw is part of the Long Creek Gateway. Some growth that is coming to the area.....there are currently 165 existing homes within ½ mile radius of this site. With the approval of the D. R Horton homes, that's an extra 140 homes coming in and Mosaic Apartments were approved a few years ago as well, which is another 130 residential locations, meaning there's going to be upwards of an additional 500 to 600 residents in this area very shortly. Additionally, in the yellow you can see that's already the planned 20 to 25 acres of commercial and office space including a gas station that the property there at the corner there is already owned by an oil company where a gas station will be coming in.

Again, here is the intersection. DOT states 10,500 drive up and down Beatties Ford Road in front of this site every single day and the intersection improvement will be starting this summer.

Ten foot (10') wide sidewalks are called for on both sides of Beatties Ford Road in front of the site location from the intersection improvement. It will be converting to a four-point intersection and there will be a stoplight in front of this project site.

A little bit more about our rezoning, the conditions that we are offering and asking for. You already heard that we are asking for the conditional rezoning and that it means that business plans cannot be expanded without Town approval and future owners cannot expand the scope without Town approval as well. The conditions will stay with the land, such as the business offerings and the hours of operation.

We'll be offering a co-working space as well as a club space. Some examples of the club space – gardening club, senior and veteran coffee club, volleyball club, community watch club and a book club.

Our gardening club we're very proud and excited about. We'll have 10,000 sq. ft. of dedicated gardening space. There will be native fruiting bushes and trees throughout – think edible landscape. We will also have a pollinator garden with wildflowers and we will be composting onsite, as well as providing composting education. We own the 4-1/2 acres across the street as you also saw, where we will be placing honeybees from a local entrepreneur who you are going to hear tonight from Queen's Orders Honey.

Additionally, our business offers will include coffee and soda, juice, ice cream, smoothies, beer and wine. There will be no commercial kitchen onsite, so we will have pastries and healthy snacks procured from local businesses, micro farmers, entrepreneurs. We will also be partnering with local small businesses such as Lancaster's BBQ and Tony's Pizza.

Our hours of operation, again these are part of the conditional rezoning and would be locked in. Mornings during the week we would open at 8 a.m. and on the weekends we would open at 10 a.m.

Our closing hours, we had feedback from the last board, neighbors, and Town Manager on the hours that we should mirror the closing hours to already existing established businesses in the area. Lancaster's closes at those times, so we would do the same.

Here are some renderings and drawings of the site plan. A different view for you. There were questions and concerns around noise from this rezoning. There were concerns about loud sounds from the outdoor activities. There will be no amplified activity announcements. The only sounds heard will be cheering on teammates. There will be no amplified live music – acoustic only. We have moved the outdoor activity area closer to Beatties Ford Road which provides a 350' buffer away from neighboring homes, which is over a football field away.

Additionally, the neighbors requested a privacy fence to aid with any noise concerns, which you can see highlighted in yellow across the back of the property.

What this is not. There's been false information in regards to our project spread around town and there is a petition of opposition that includes a lot of inaccurate information. We've been called a "liquor bar." That doesn't make any sense, we won't be serving liquor. We've been a "sports venue." Outdoor recreation will be a small part of our business offerings. Like we spoke about there will be volleyball and other various yard games available. We've also been called a "music complex." There will be no amplified live music – acoustic only.

A little bit more about the site location. The majority of the properties in Long Creek are in the extraterritorial jurisdiction, also known as the ETJ. This site location is one of them. What does that mean? Everything on this map, all properties in the yellow, are in the ETJ, so the Town of Huntersville has governmental authority over these parcels. However, these parcels do not pay Town of Huntersville taxes, they do not receive Town of Huntersville services, nor do the residents have voting rights. If approved, we volunteer to be annexed into the Town of Huntersville, thus this property will be subject to Huntersville taxes which would bring additional revenue to the town. We will also then be creating entry level jobs in Huntersville.

As you guys have heard the site is located in the Critical Watershed 1. We have 6 percent impervious development and we would be transferring our rights from our 4-1/2 acres to this for the impervious needs.

Huntersville Municipal Code states that all of those things are appropriate and okay in Critical Watershed areas. If you zoom in, the paired parcel average density development states that calculated by built-upon area it shall not exceed the impervious that would be allowed if the parcels were developed separately. Additionally, it states that the paired parcels may include or be developed for residential or non-residential purposes.

Huntersville is full of history and I would be remiss to not speak of the history of Long Creek. This is a sale advertisement from 1929 of when the properties were broken up to be sold to individual people. If you zoom in, you will see that our site location where the star is, there were athletic fields here long before, over 100 years ago, so this project site is only 400' from the original athletic fields. These properties were sold initially knowing that there were athletic fields right here in this area.

Some of those sports that were provided there baseball, football, basketball and cheerleading, which meant hundreds of families were coming in and out of this area on a regular basis. As for what we're proposing, it'll be volleyball on a very small scale, as well as yard games. Additionally, the Long Creek

School used the 4-1/2 acres that we own as a teacherage. This was a home for teachers to live in. It was also a walkable field trip which included science education for the kids at the school. At the end of the year, they would also have class picnics on that property. Our future plan, since we'll be transferring most of the rights away from it, is for a tortoise and turtle sanctuary to be housed on that property and to eventually be able to use it for educational field trips for local schools once again.

What does the Town of Huntersville have planned for this area? The established growth plans for Long Creek Urban Village. The Beatties Ford Road Small Area Plan calls for an Urban Village centered on Long Creek Elementary School. It also states that it provides an excellent setting for retirement housing where goods and services as well as other things are in close proximity to residential housing units.

Here's a future Land Use Map from the 2040 Plan, which you guys have already seen.

Policy LU-4 states to limit the scale of new development in Critical Watersheds, allow very low-density development in Critical Watersheds. We have a 6 percent built upon area, which would mean this would be a low density project and we are rezoning, as you all know, Highway Commercial – Conditional.

Policy EOS-5 says to protect water quality, restrict development in the Critical Watershed. Restrict is a verb that means to confine within bounds or to place under restrictions as to use. Restrict does not mean prevent. It says discourage intense development in Critical Watersheds. This rezoning and development is low impact and low intensity. It also states to continue impervious surface transfer options, which we will be doing. We have asked for the modification for the parking stalls to be mulch instead of paved for preservation of current property character as well as lower impact on the environment.

EOS-5.3 states to encourage low impact development such as pervious pavements and other low impact development features.

LU-8 states to emphasize form and flexibility in Activity Centers and allow multiple types of land uses, a mix of uses.

EV-2 states to encourage entrepreneurial business – promote and encourage local businesses, particularly small businesses and foster a dynamic, diversified and inclusive business climate. This project is unique. This is not another cookie cutter corporately stamped out business.

EOS-3 states that to prioritize tree canopy preservation in the lower intensity areas. As you heard, we will only be removing three trees and we will be adding back additional native trees. We are also committing to plant one additional native tree on the site every year on Arbor Day.

The Beatties Ford Road Corridor Small Area Plan calls for recreational activities in this area.

LU-1 talks about the development patterns. LU-1.3 states to regularly update the Future Land Use Map.

LU-1.4 states updates or new plans may be needed for areas that have experienced change since their adoption. This project site is a reasonable distance to other similar zonings.

What is a 2040 Community Plan? A community plan is a guide. It's a framework. It is not set in stone and across the bottom here you can see that it can be amended periodically as needed.

The rezoning is not staff supported due to it being outside of the Activity Center. Should this rezoning be approved they recommend that the Activity Center shift north, which you can also see everything below the black dotted line is Charlotte, where Huntersville has no jurisdiction anyway.

Here's a map of neighbors in support of this project and they are also in support of moving of the Activity Center.

Thank you for your time.

Commissioner Rivers said could you go back to your slide where you have the full plan. My question is, you said you would have a garden, the workspace, and then the volleyball. Where would your parking be?

Ms. Carpenter said this is your parking right here, so across the back and this is the front right here is to orient you. This is the front, so Beatties Ford Road is right here. This is handicapped parking so it's very close to.....this is one parking stall for handicapped, this is the outdoor recreation area, and here you will see where that existing shed is. We'll be converting that into a modified greenhouse which all around that will be all of our gardening.

Commissioner Rivers said are you able to accommodate for overflow parking, if need be?

Ms. Carpenter said yes, we are. The possible overflow parking is right here. Additionally, we have secured additional overflow should we need it at the Martial Arts Institute right down the road and the schools that are right down the road as well have a community use of schools program where we could request use of their parking lot from time to time should we need it.

Commissioner Walsh said I saw the slide with no amplified music and then I thought a slide after that said, I saw speakers or something, and it kind of went by pretty quickly. I was trying to figure out exactly what that was.

Ms. Carpenter said there will be no amplified live music – acoustic only. We will have small speakers set up inside and in the yard by the Activity Center that will be playing low key subtle music. It will not be live. It won't be loud. It's just like that low music coffeehouse vibe, that's what you'll hear out of those.

Commissioner Walsh said when you say in the yard.....all around the yard?

Ms. Carpenter said no, over by the Activity Center.

Commissioner Walsh said then you said volleyball on a small scale. What does that mean?

Ms. Carpenter said there would be two sand volleyball courts and we will be providing as you guys heard from Rachel last meeting or the meeting before, youth volleyball, 2-on-2 girls volleyball, and then in the evenings from time to time we'll have adult volleyball play.

Commissioner Walsh said until about what time?

Ms. Carpenter said recreational activities will be from 2 p.m. to 9 p.m. Monday through Thursday and Friday 2 p.m. to 10 p.m. This is just the windows, this will not be happening the entire time, but those would be the windows that it would be available.

Commissioner Hunt said how many people do you expect to have on the property at one time?

Ms. Carpenter said we figure the most would be somewhere between 20 and 30 people.

Commissioner Hunt said would you consider using pervious pavement instead of the mulch to bring it into compliance?

Ms. Carpenter said absolutely, if that's an option.

Commissioner Quarles said you mentioned noise, but we've heard information about lighting. Will there be stadium lighting, or what type of lighting are you guys going to provide?

Mr. Eury in regards to lighting, we will be following the Huntersville guidelines for what is allowed. We will have lighting around the courts as well as in the area where the parking spaces will be.

Commissioner Quarles said so no stadium lighting?

Mr. Eury said no stadium lighting, no sir. The lighting will be basically downward facing towards the area to keep it concentrated towards the back around the parking lot. We'd like to keep those as low as what's allowed, that way it's not creeping over towards the backside where the neighbors are.

Commissioner Quarles said you all gave a history lesson on the Long Creek area. I'm going to give you one. Are you aware that on that corner at Mt. Holly-Huntersville and Beatties Ford Road that used to be called the turkey shoot?

Mr. Eury said there was a turkey shoot there, I believe.

Commissioner Quarles said at the old gas station.

Mr. Eury said they called it I think it was the Long Creek Tavern.

Commissioner Quarles said the beer joint, yeah.

Commissioner Bergsman said I will say that for a Highway Commercial rezoning request this is not the kind of project I would ever expect to see, so I feel like maybe part of that maybe the Town and the Board needs to consider looking at ways that we might look at changing that in the future to make it easier for very low impact projects like this, not to require a Highway Commercial because that's definitely not what I have in mind when I hear that. It's probably not the intent of the ordinance. I've got a couple of questions for you, and a few were already answered. I do want to clarify.....we talked about the acoustic music and we talked about the speakers. Can you be a little bit more specific where on the outside.....like how far away from the home do you plan on having those speakers?

Ms. Carpenter said you can see right here this is where the activity courts will be, so there will be speakers set up around here and then up here close to the building and then of course in the building as well.

Commissioner Bergsman said I took a look at your website and I don't remember if you mentioned in the presentation, but I did see it talk about like a pollinator garden and bee habitat and you've mentioned honey. Do you plan on having bees on the property?

Ms. Carpenter said no. We own this property here which is where we'll be moving the impervious surfaces from and so the bees would be located in this general vicinity. We're working with Justin from Queen's Orders Honey, who you will hear from tonight and he walked the site and said that this area would be the best for bees.

Commissioner Bergsman said I'm under the impression I believe that you've had someone from Mecklenburg County Water and Soil out to the property. Did they give any commentary? Did you ask them any questions about this being in the Critical Watershed and if there are any concerns over this specific project having a detrimental impact on the watershed?

Ms. Carpenter said we did speak with them and they said no, as long as we are following the Municipal Codes of the town, there's no reason why this project would be detrimental to the Critical Watershed.

Commissioner Bergsman said who was that you spoke to.....what department?

Ms. Carpenter said the Agricultural Extension Office for North Carolina – Sam Humphries.

Commissioner Bergsman said all my questions have been addressed. I may have more after public comments, though.

Commissioner Dumas said would you consider pulling in the speakers a little bit more closer to the house instead of surrounding the full.....

Ms. Carpenter said absolutely.

Commissioner Dumas said this was mentioned in an earlier meeting and I was just curious if you did look into it because I think it's such an interesting idea. There was a question about natural seating. Have you looked into that?

Mr. Eury said that was a question a long time ago. If that's asking if we could use some recycled materials like maybe trees.....yes. If we have a tree or something that somebody wants to carve, I think it would be great fitting, but natural seating would be fantastic.

Commissioner Dumas said everything else I had was already asked.

Mayor Clark asked if the Planning Board members present had any questions.

Planning Board members did not have any questions.

Mayor Clark called for public comments.

Mike Davids, 15322 Carrington Ridge Drive, said I've been there since 2018. I didn't want to go first. I run a local recreational club called Kubb. It's a Swedish yard game where you throw wooden batons at wooden blocks. We've been doing that locally for about 9 years now. I met Jon and Katie about 3 years

ago when they signed up to one of our events. We have one or two events a year where we have to rent space and time in a park, go through the insurance requirements and all that stuff. It's been kind of daunting and we've also had just a little bit of a challenge growing our club. This past summer we started this pilot over at Katie and Jon's where we'd come out every Monday night and introduce some people to the game. Some of the guys from our club would come out and we've really enjoyed it. It's really helped us grow. We recently had a small event over there and I thought it went fine noise wise. Those guys are always very considerate of their surroundings. We have to do this because where I live I don't have enough flat space to play, so we are always out seeking some place to go. A lot of times when we try and set up some meet-ups, there's conflict with soccer events or school events and you know stuff that we don't want to be disrespectful to the clubs that are there, so it's been a nice change of pace. That's why I just wanted to show up to show my support for the project.

Violet Clark, 13423 Willow Breeze Way, noted she signed up to defer her time to Robert McCluskey for the public hearing on the New Town Hall Installment Financing Contract.

Bill McElroy, 9547 Pembroke Road, said I'm across the road from where this is happening. I am here to talk about this R23-06. This is a bad idea. A real bad idea. The properties are residential and there's homes around this area that they are talking about. It's a bad location and it's because there's the Beatties Ford Road and McCoy and Overhill and I don't know what that road is that goes up the other way, but anyway there's traffic there in the mornings and the afternoons and they are backed up both north and south and it comes to be a problem there in trying to get out from either McCoy or Overhill or something like that. They are talking about serving beer and wine and other drinks. There is a place near there that does that and that's Lancaster's. They serve beer and wine, so why do we need another place to serve beer and wine. Commissioner Dumas said she was at a meeting with us and we were talking about this area and she was asked about this property and what they were going to do and she made a comment that she wouldn't have that in her neighborhood, so we don't want it in our neighborhood either. I want to thank Commissioner Welsch for him voting no on this before. He's the only one I really know here. The rest of you are new to me. I cannot understand why you don't take the word of the committee or the Planning Board here on their recommendations to this property. They've already said no to it and I can't understand why you can't take their word for it because they go out and look at these places. There's property available at Beatties Ford Road and Mt. Holly-Huntersville. It's already zoned Commercial, down there right across from CVS and all, both sides of Beatties Ford Road. It would be a better place there because there's more traffic and I think they had a number of 10,000 something there at the crossroads where they're talking about. That's nothing compared to Mt. Holly-Huntersville Road down there. This area is not in the middle of an established neighborhood, which this will be.

Mayor Clark said thank you sir, that's your time. Your three minutes are up.

Mr. McElroy said let me ask one question. Why do we that are talking about subjects don't get as much time as the ones presenting the thing.

Emily Sloop, Town Attorney, said we have a Public Comment Policy and the applicant who has put in the application is afforded 15 minutes in that policy and public speakers who are not the applicants get 3 minutes.

Mr. McElroy requested a copy of the policy. It was noted the policy was available in the lobby.

Tom May, 6122 Latta Springs Circle, said I originally came here to speak against the entertainment development. But it kind of dovetails into something that we spoke about I think the last time I was here is the traffic....the volume of traffic and the high amount of building and high density housing and things like that that are going in in the area. I know during the week at 2:00 in the afternoon Beatties Ford Road is backed up for 1-1/2 hours and putting in another entertainment area for me....originally I think there were basketball courts also in the plan and I was a little bit concerned about what was going to be coming up from north Charlotte, because we know there's an awful lot of violence and things going on there. But what I did want to kind of parlay this into, if you will, is the amount of high density or the amount of projects that are going on the project list that I got from the website, there's like 161 various projects that are going on. I believe that's your pipeline. I think those are things that you're looking at now, but they haven't been started yet. There's nowhere on the site that I can actually see what projects had been approved and are currently in development and what their status is. It would be nice to kind of see that. But I think we spoke a little bit about what's your pipeline. That's your pipeline, those 161 things that are going on right now. What I was going to ask is maybe it's the time to start pumping the brakes and stop approving all of these things until we can get impact reports to find out how it's going to affect. Another concern of mine is when 73 is going to get shut down and start to get rebuilt, where's all that traffic going to go. I went to the website for the NCDOT and they had some numbers in here that are actually pretty staggering about the level. They're saying that they are expecting by 2040 a 35 percent increase up to 45,000 vehicles per day on 73. That's an incredible amount of volume and those cars are putting out ozone and that low-level ozone....our air quality in this area is fairly bad. I know we're going to have a bad AQI day on Wednesday. It's going to be 51 percent, so it's going to be unhealthy for old-timers like me to go out and breathe. But with that level of ozone, it's going to impact the kids in the schools and we've got so many schools, so my concern is smog. That's what happened in LA. It happened in San Diego because of the volume of cars, the level of smog and ozone was amazing and I was just kind of curious if you guys look at that stuff in the planning. I think it needs to be looked at in the initial planning, what's the environmental impact going to be.

Irwin Carmichael said some of you may remember me as your 44th sheriff of Mecklenburg County. I was born and raised in Mecklenburg County and grew up in the Long Creek community. For 40 years I've owned and operated a business off of Beatties Ford Road and Carver Avenue known as the Martial Arts Training Institute. It's a local karate studio in Long Creek across from Long Creek Elementary and Lancaster's BBQ. I've taught self-defense and law enforcement officers for 40 years. I also own family land at the corner of McCoy Road and Beatties Ford Road right next to my karate studio. I am here tonight to speak in support of Long Creek Family Entertainment project that sits less than 200' from my studio. As a law enforcement officer and a former sheriff of Mecklenburg County I can tell you the term community is more than just an address. Webster's defines community as (1) a group of people with common interests; (2) people with common characteristics within a larger society; (3) interacting population of various kinds in a common location. I feel Long Creek has lost its community feel. I can remember the time when neighbors knew neighbors and they would hang out at Puckett Brothers store for ice cream and a soda. Folks would ride their bikes to the Long Creek Elementary to the practice fields and personally that was the good old days, and I would like to see that back. I think a lot of folks would like to see that. I've known Jon Eury and his family for over 15 years. They are good people. I consider them a part of my community. I feel I or anyone in this community that was in need, Jon would be the first person to answer the call. Jon's a man of his word and he only wants the best for this community. As a fellow small business owner, Jon and I have discussed joint efforts of providing safety classes at his facility. I have even offered to be an advisor for the Neighborhood Watch Club that he plans to implement. This type of partnership would benefit our businesses and the local community by bringing awarenesses and safe practices for all. It would be a great fit for the community and bring back that community feel we have been missing. I think Long Creek Family Entertainment is an exciting

opportunity. It would be an asset to our community and I cannot think anywhere better to have such offerings. I hope you will support this project with a yes vote and it truly would be a shame for the community and Huntersville to miss out on this great opportunity. Thank you for your time. God bless you all.

Mary Brett, 9331 Broadway Street, said I'm a lifelong resident of the Long Creek community. My family along with our neighbors created a petition where 98 percent of the Long Creek community are against this rezoning. Some of our neighbors are elderly and are unable to attend this meeting tonight to speak for themselves. Their voices of their concerns for this petition should be heard loud and clear. This is the only way that they can let you know how this rezoning would affect their way of living. They are lifelong residents, too. We are a tightknit community where we take care of each other and we watch out for each other. This is what Long Creek community is built on. Please keep your promises to respect their way of living and protect their properties. Please do the right thing for them and deny this petition. Also, if you approve the R23-06 to be rezoned from Rural Residential to Highway Commercial, there are 12 other properties that would have a right to rezone Commercial. These properties are located on Broadway Street which is right in front of our house and Beatties Ford Road. Long Creek will be gone forever. The Town Board Planning Staff Report dated 9/18/2023 does not recommend approval for R23-06 throughout this entire report. Also, the 2040 Huntersville Community Plan states this plan does not support this project and violates four different policies. The Beatties Ford Road Corridor Small Area Plan created a vision for future land use for which the area should remain and develop as a low-density residential district. By approving this petition, the promises to control this reckless growth would be broken. There are two sides of this petition. Please be open minded and listen to our concerns, too. Please deny this petition.

Scott Brett, 9331 Broadway Street, said please deny the R23-06 petition from Rural Residential to Highway Commercial. This is not an appropriate location for a 7 day a week outdoor sports complex with live music and alcohol in a residential neighborhood. When this property is sold it remains Highway Commercial and could change into any type of business with new conditions set by the new property owners. If this petition is approved, this will move the commercial center north and will open up the right for 12 new commercial properties on the westside of Beatties Ford and Broadway Street and three other properties on Overhill Road. Beatties Ford Road is an old two-lane country road with 10,000 cars a day currently traveling on this road. When the new developments of 750 new homes are complete on the north end of Beatties Ford Road plus 140 homes at Oak Grove development, plus 130 apartments in the Long Creek community and possibly 12 commercial sites, will create a congestive nightmare. There are five schools located on Beatties Ford Road between Highway 73 and Mt. Holly-Huntersville Road. There are no crosswalks planned at Long Creek Elementary School for parents to walk their kids across Beatties Ford Road to the school and no crosswalks at McCoy Road to safely walk across Beatties Ford to these new commercial sites. This will change the 100 year old Long Creek community forever. Please hold to your promise and follow the 2040 Plan to control growth and to protect the quality of life for all the residents of Long Creek community and Huntersville.

Joy Jacobs, 3823 Alton Street, said I came here tonight with a lot of questions that were answered. I have not been paying a lot of attention but initially I do not want this. My biggest fear is that once you do this it's just going to do like dominos just one after the other after the other and that's such a beautiful community. I moved in in 2001 and it's just been beautiful. It's the one spot left in Huntersville that nobody really knows about. It's hidden, it's nice, it's quiet, but yet we can get to everything that we need very quickly. Traffic is horrible already. I don't need to tell you all that. I just really don't see the need in this to disrupt a whole area that's been there forever and I just hope you deny this.

Leo Brett, 3831 Alton Street, said I've grown up off of Beatties Ford my entire life. I know my neighbors. We've been surrounded by great people, great neighbors, a very supportive community for the people that.....for everything that we need and I've gone around and got signatures from people against this and I can confidently say that it's not a small number that is against this and it's not just located off of Beatties Ford and Broadway Street that will be affected by this. Our main concern is the fact that once you open up this then there's going to be more commercial to come. Everybody just wants to live in peace and try to have a quiet area to live. There's not many places left in Huntersville where you can have an acre, two acres and not be on a main road and to sit there and be able to enjoy your life. We hear birds, animals and stuff like that. The worst-case scenario of things that we have to deal with, if you want to call it that, would be kids playing at the school and you know that's only during school hours. We don't really see a ton of noise and stuff like that which obviously this will bring up, and then overflow parking and we have enough issues already we've had before with Long Creek Elementary School with people parking cars on people's property, parking them where they're not belonged and everything else like that. I can confidently say when you go through with this and their overflow parking is overflowed and then they start parking in people's yards and places they're not supposed to be, it's just going to create more problems and more issues. Also, I know you guys made a comment about this, the asbestos and lead paint. It's a house built in the 40's. It's never been redone, really touched. Obviously if you plan to have kids and adults whoever there, you should probably have that tested and make sure that that's even you know not a concern for the people and their health coming in. I honestly don't see the environment improvements for this. They are just going to bring in more traffic and mind you Beatties Ford is not going to get widened and Broadway Street is not either and they plan to bring it directly into Broadway Street which would then be traffic in front of our own homes and things like that. I just would prefer it would be nice if you guys would make sure that this doesn't pass. We don't want anymore commercial, we have enough as is. We want to keep the small areas that are left in Huntersville and this is one of the last remaining ones.

Sandy Lusk, 9709 Midas Springs Road, said I have lived at that location since 1967. I was one of the ones that did go to Puckett's, did drink soft drinks, and I know every one of my neighbors. I like your sign right here. What does that sign say – honoring our history. Long Creek is full of history. Full of it, all the way down to 73. We love our quiet little neighborhood. They say they're not going to have noise. Why do they need to put the buffers up then. That's just a question. If there's not going to be noise, why do they need buffers. I'm just saying. We love our trees. We don't want the trees being cut down. We don't want the road being widened. We really don't want the traffic, but it's here. We have to deal with the traffic, but throwing more traffic and more traffic and more traffic, it's to the ridiculous point. Can people not just live in peace anymore. It's like they are taking everything away.....everything. Leave us our land. Leave us our peace. Twenty forty (2040), in 40 years won't none of us be here. You can do what you want. Please leave us our peace. Thank you.

Barbara Rojas, 6116 Latta Springs Circle, said I'm kind of glad that I came after that woman. It broke my heart to hear the accounts of many of these residents of Long Creek who have lived there long-term, decades, longer than decades, who have devoted their life and have lived their life peacefully and quietly to now for a second time in a year to be faced with a proposition, a petition, to change their neighborhood. A petition presented by individuals who only recently purchased their property and within six months chose to change the nature of their neighborhood. So I'm in opposition to the Long Creek Family Entertainment, which I think is proposition R23-02. I'd like to point out that your Planning Department stole most of my good points, but I would like to reiterate the points that they made. The Planning Department, our city employees, those that we employ with our taxpayer dollars, whose job it is to review, to research, and to give their advice and their recommendation regarding petitions placed

before them, we need to give them the respect that they deserve and they did so in denying this. They reviewed this petition and they recommended denial for a number of reasons. One, it's a violation of the 2040 Plan. Our own 2040 Plan, which is quite robust, states that this is not an area that should be developed. It's not a mixed-use or Activity or Employment Center. It's not in the Town Core or in Moderate Density area. It doesn't exist in the Beatties Ford Road Corridor Small Area Plan. It sits outside of that. And additionally, it is in a Critical Watershed area. I live in that similar watershed area. I Live in Critical Area CA4, which is a critical area to Mountain Island Lake. They are in CA1. Part of the recommendations of the agencies that oversee those areas are that any non-residential program, any non-residential use be denied, so mitigating the impervious space is not enough. Please respect these homeowners and deny this petition.

Mary Ann Turetsky, 16977 Bridgeton Lane, said everyone who spoke here tonight gave you factual reasons why this property should never be rezoned. The vote, though, is going to come down to empathy. The definition of empathy – to understand and share the feelings of others. Do you understand how the feelings of these poor residents feel right now. Do you share their fears of losing their homes where they have lived for 40 plus years. Their properties and homes might not be as plush as some of yours, but to them it's everything. It's their little piece of Heaven. They've worked hard and they deserve to keep their homes. None of you would like this project 25' off your property line, so why do they have to have that. We're all hoping that at least four of you on the Board have empathy. Please share their hopes of remaining in their homes for the rest of their lives. Open your hearts, please. Empathy – do you have it. Everyone in this room is hoping that you do. Thank you.

AnnMarie Bemberry, 415 Oakwood Creek Lane, said I'm here today to express my support for the Long Creek Family Entertainment rezoning proposal. Like many Huntersville residents, I'm a transplant. I finished my degree, got a job and followed the money like many of us, I'm sure. I'm from New York, so I'm new to the Charlotte area which I immediately fell in love with and I'm hard-pressed to explore it, but who with. Certainly not my co-workers, so I keep my head down, focus on work and work hard to impress my manager. What a life, right. My dad calls one night to check on me and asks me how I'm doing and naturally I launch into a whole diatribe about how work is going and what I'm building there. And he says to me real old man wise and matter of fact you know like it's the most obvious thing in the world, well honey you didn't go down there just to build a career. You went to build a life. That conversation still sticks with me – build a life, the life you want, build community, you live here now, make it home. It was up to me to find kindred souls to build the community I was longing for, but how do you meet people. Where do you go to make friends? How do you break into established social circles in a brand new city where you know no one. Anyone who's ever been on one or many of those social swiping apps knows that your thumb might well fall off before you make a group of friends worth keeping or a date, but I digress. Being from NYC I didn't drive when I first moved here, so for the first year I used a lot of rideshare apps. Call it what you want, but my first true friends were my Uber and Lyft drivers. I know, but imagine your app drivers being the only people you meet in a new city besides your co-workers. And if you drive yourself around, forget about it. What Katie and Jon are proposing is literally a breath of fresh air. An opened air low key beautiful space that will offer people like me a safe space to expand my social network. Recently my mom and sister have joined me here and have been facing the same issues, challenges of networking and building home. It only took one visit to sell them on this area, but they are still strangers here. This space would offer them a place to spend time and forge bonds with others in the community.....the opportunity to build home. It will truly be a place for everyone. Please vote yes for the Long Creek Family Entertainment project. Support these local entrepreneurs. They are doing great things for the community, our community, not to mention that this project would create jobs for other professionals, social clubs, volunteer and even potential internship

opportunities for our youth. But I'd need another three minutes to do that justice. Thank you for your time.

Alyssa Shepherd, 9311 Beatties Ford Road, said we're located two doors down from Katie and Jon and literally 200' from their property with the Long Creek Family Entertainment project. We're also right across the street from the old Trillium School on the corner, caddy-corner to I guess Lancaster's. I'm here to express my support for the rezoning proposal. My husband Jake and I have lived at the property since July 2007. We are raising two young kids here. There's been definitely a lot of change over the last 16 years including different road projects. Our property in particular we've had our side yard and our front yard also used for road projects and property taken away. We've been aware of the small area plan for the upcoming intersection improvement project for many years, since right after we moved there really. The upcoming project will take more of our front yard including adding a 10' wide sidewalk through the middle of our only 50' front yard. While we are not really happy about this there is no reason to exclude us and the other properties along that area that we've seen on the maps from being rezoned. We understand that Huntersville is a popular area to live and change is coming. We support Katie and Jon's Long Creek Family Entertainment project because basically the west side of Huntersville really does need something like this for families like ours and growing with kids. With the 2040 Small Area Plan it's calling for a lot of mixed uses in the area. Things that have all been included in a lot of the speeches with the high density housing and like offices, different office spaces both small and large commercial. For some reason our property also was literally.....we're literally only 20' across from the previous school and 40' across from the restaurant at Lancaster's. We're not included in this area plan for some random reason. We understand the approval of the Long Creek Family Entertainment project means our property will be moved into that small area activity center and we welcome this. The Beatties Ford Small Area Plan was created and adopted 20 years ago. Also, the other thing I will say that I didn't get a chance to, is at least Katie and Jon are going about this the right way. They're coming here, they're talking to people, they're going through everything else.

Mayor Clark said that's your time, thank you.

Cory Neal, 6305 Stephens Grove Lane, said I came here tonight to express my support for the Long Creek Family Entertainment rezoning proposal. My wife Kelly and I live just a few minutes down the road from the rezoning and I cannot tell you how excited we are about the possibility of a business like this on our side of town. Kelly and I moved here from Washington, D.C. in 2020 and specifically chose Huntersville to plant our roots and start our family. We have a 2 year old son and another one on the way. Huntersville appealed to us not only due to its advantageous location but because of the sense of community we felt almost immediately. Since the beginning of the pandemic my wife and I like many people began working remotely from home. I work for the U.S. Department of Education and my job most days consists of meetings with various colleges and universities around the United States. Working from home is quite a blessing, but you can imagine the challenges that come when presenting to professors, provost or university presidents with a 2 year old toddler tornado in the background of my Zoom calls. The easiest solution to this challenge is a co-working facility. Unfortunately, there are very limited options for this in Huntersville. A quick Google search will show you other possibilities for meeting spaces such as conference rooms in hotels that are either too large or too expensive or facilities that offer monthly rentals. The only other local alternative is Main Street Coffee and Co-working which is located on the opposite side of Huntersville. Remote work is on the rise. An article published by Forbes in June 2023 presents research that anticipates that remote work will continue its upward trend. As more companies adapt to remote employment the demand for co-working facilities like this will also rise. The west side of Huntersville is very much in need of a space like the one Katie and Jon are

proposing. A communal, affordable and convenient space. In closing I ask that you please support the Long Creek Family Entertainment project by voting yes to this rezoning.

Mason LuCan, 15331 Mac Wood Road, said while I can't speak to zonings and commercial properties, I can speak to who Jon and Katie are. They came into my life at one of the saddest moments. I had just lost my grandmother and my father passed after a 10-year fight with cancer. I hopped in my car and drove to Fayetteville, North Carolina because I couldn't deal with the sadness of that day to visit my eldest brother who lived there, but unfortunately I missed him on the highway going back to my parents. I then drove and ended up in Huntersville where I met Jon. And he was so welcoming and inviting and even though my grief lessened, it hurt less to say the least. It was still there. I can see what they're doing and I empathize with all of you about not wanting to change your community. I have grown up in a small community. I know it. But Jon and Katie are a part of your community now, so why not allow them to be a part of it and make a change to it for them to leave their stamp in Huntersville. One of the people pointed out to honoring our history. It also says celebrating our tomorrow. And with tomorrow, there's change, so why not at least let that be. That's all I have to say, so please vote yes for Long Creek Entertainment.

Daniel Austin, 5730 Jim Kidd Road (Leo Enwright, 20909 Brinkley Street, Cornelius, deferred his time), I'm here to speak in favor of the Long Creek Family Entertainment project. I'm a local farmer. I also serve on the Mecklenburg Farm Bureau Board of Directors, the Mecklenburg County Agricultural Extension Advisory Committee and I'm also on the Board of Supervisors for Mecklenburg Soil and Conservation District.

Jim Kidd Road was named after my great grandfather, James Barkley Kidd. He built the home and established his family farm on Jim Kidd Road in the early 1900's. I operate a small farm and own 24 acres of the old century farm. I raise milk goats, beef cows, laying hens....I'm a beekeeper and we currently depend on local farmers markets to sell our products.

I met Jon and Katie a number of times to learn about their project and coach them on a few farming and gardening topics. They came over and learned how to milk goats. We share many core values and I believe we're not alone in that... sustainable agriculture, organic gardening, outdoor living, preservation and conservation. Many of you on the Board campaigned on some of these values and thousands of Huntersville citizens echoed your passion for these things.

I'm real excited to help them to get their community garden club started. Over 10,000 sq. ft. of land dedicated to a community garden is an amazing opportunity. It's no secret that small business owners flourish when partnering and networking with other small businesses. Jon and Katie have offered me shelf space for me to sell my products at their establishment. In return I'll help them with getting the garden club going. Partnerships like this used to be a way of life in Huntersville before the large cookie cutter commercial big box stores started taking up all the street corners. I'm not sure about you, but I'd rather support a small business than a large conglomerate.

The 2040 Plan and the Beatties Ford Road Small Area Plan promote agritourism along the corridor and state that there are plans to promote tourism down Beatties Ford Road. It's easy to focus efforts and attention on the downtown development initiative, but what steps has the town taken to facilitate this part of the agritourism initiative. There are thousands of Huntersville citizens that live on the outskirts of Huntersville that would appreciate closer opportunities for our families to enjoy.

Traffic through Huntersville is already congested and there's a major deterrent for many of us to go on the other side of town. Other than Latta and Rural Hill, what are we offering the citizens and tourists that visit the Beatties Ford Road corridor. Entertaining guests on a farm visit is a great idea, but that's a big ask for owners/operators running a small farm. We currently don't have the capacity or staff to support large scale agritourism.

The Long Creek Family Entertainment project is obviously a step in the right direction. Their core business proposal offers support outlets for farmers like myself. These guys are hungry and their actions speak louder than words of support coming through this microphone. They're offering to preserve 4-1/2 acres as a turtle and tortoise sanctuary. They also expressed interest in long-term preservation of this space and not many people are willing to do that.

The 2040 Plan calls for Huntersville to partner with local landowners' preservation efforts as well as partner with non-profits. Their boots are on the ground networking with local farmers and small businesses. They've already planted more native trees, berry bushes, apples, figs and they want to share that with the community. These are actions not just talk. The 2040 Plan calls for continued growth and support of entrepreneurs. Please support these efforts of these entrepreneurs and enrich Huntersville community by voting yes to the rezoning.

Justin Orders, 9123 Mt. Holly-Huntersville Road (Kandice Jones deferred her time), said my fiancé and I live about 2 minutes for this proposed rezoning and I am in favor of this rezoning. A little bit about me, I'm a Charlotte native, I know that's pretty rare, more specifically of this area of Huntersville. I went to Hopewell High School. I'm very familiar with this area.

I've probably driven by this house literally thousands of times in the course of my years living around here. I spent a lot of time at Latta Nature Preserve. We now go there quite frequently to walk our dog. It's just a beautiful place and I want to keep it that way. I started keeping bees in 2018. That's actually how they contacted me through my business, Queen's Orders Honey, where I have bees. I sell honey, of course. I provide bees for other people. People want bees on their property. I bring it to them, allow them to experience bees like how I've been able to experience them.

I know with saying that it comes maybe to imply that I want to do this to boost my business or whatever, you know sell honey from their storefront. The reason I got into beekeeping was to save bees. At the time I got into beekeeping as well as now bees, pollinators are at risk of a lot of things, mostly development, losing their habitats to development and it's definitely been something that I've observed here. At one point my bees were getting all sorts of honey, pollen, all sorts of sources and it's dwindled over the years and it's I feel largely due to this irresponsible development and then you may also be saying, well why I am in favor of this. In the time I've known them and what they've expressed to me and what they've shared with all of us here tonight is this is not going to be this unrestricted irresponsible development.

I kind of play this depressing game where as I'm driving around Huntersville now I will turn a corner and this one spot that just was home to beautiful nature trees, growth just turns into what I like to call Mars lots. They're just orange and red and then have pre-construction equipment and then the next month or maybe it's a couple of months down the road it becomes apartments, condos. We all know that pretty well having lived in Charlotte for a little while. So all to say anyone that's saying I don't want irresponsible development on this lot, you're preaching to the choir. I don't want that for myself or my bees for other pollinators.

That's why they are planning to have a pollinator garden here. This is going to be rather than this name your chain restaurant, gas station, whatever, it's going to be a sanctuary for wildlife, for things that do need this desperately. I want to use this as a place where I can educate people about bees. I'll have just a few hives again in that very corner of that lot. It's going to be well distanced away from people, from traffic, but in a way to then educate people about what inspired me to become a beekeeper and as well as they're not going to get rid of all the trees. I feel very aligned with this project enough to where I almost feel part of it. It's not going to be this destruction.

We're new to where we live right now, but again I've lived there for a while and as has been expressed by others, this also gives a place for small businesses to sell their products. We live on Mt. Holly-Huntersville between two Food Lions, a mile apart. I don't know how that happened and I probably never will, but there's got to be a place for people to get food from that isn't a chain grocery store that's getting things shipped in for all over the world. It's a place where people can buy local foods. There's not a whole lot of places like that in Huntersville. I would know because I'm constantly trying to find places to sell my honey and also my fiancé sells sourdough products, she wants to sell that as well and so they'll be greatly supporting us in that effort.

I've not heard of anyone proposing something this unique and this detailed of what they're trying to organize. They've taken a lot of time to talk to us about this to where I'm on board. We are part of this community, but we also don't feel that connected with the community because just where we live in our neighborhood, I'm not really sure, but this would allow us to feel more connected.

Lastly, if it's not me, it's not for my business, it's really about the bees. We need biodiversity in our environment. We keep removing things from nature and giving them things or taking things away from them. People all of a sudden are going to say where did all the bees go. Where are all the pollinators. Where did all the butterflies go. This would be an attempt to reverse that, allow the things to say natural. We plant native species of plants for the bees and pollinators to feed on rather than destroy it and take it away. If your vote is not for them, for the project that you see here, vote for bees, vote for pollinators, vote for insects, vote for other animals that also are losing their habitat because they are not in favor of destroying that for their profit or for their gain.

Lance Munger, Post Office Box 664, said as some of you may know one of the mantras I had in my time on the board was simply "find a path to yes and ask for it." To that end, here are a few of the issues that I've heard discussed with resolutions.

The facility is open too late. They agreed to adjust their hours to close a little bit earlier. It has the potential for disturbing neighbors. They've agreed to install a 6' fence for privacy and no amplified sound. Sidewalks need to be put in. They've agreed to put in the sidewalks and work with staff to set aside land for future sidewalks. Traffic generation. This should be minimal and given where you are, you've heard it mentioned a couple different times that the current traffic flow is 10,500. Impervious ground – one of the innovative things that they are looking at doing in this particular area because you need a lot of impervious ground is installing the mulch to preserve that impervious ground. I would definitely suggest you take into consideration of keeping it that way.

The last one is conditional rezoning could open the door to a far worse commercial entity to occupy this property in the event that this particular business might fail or they might sell it to someone else. It's been covered by the gentleman back here named Brian Richards that a conditional rezoning means that they can open this business. If it fails, if they sell it, and they want to do something else like a McDonald's or some other commercial type of entity, they have to come back to this board and ask for

it to be changed, so it's not like you are opening the door and it can become a McDonald's or something in a year or two. If you are thinking it might be better to have a more well-established business to come in here, you should be asking yourself why.

We claim to want to support local businesses and this is a prime example of what a local business can and should look like. The proprietor has spent most of his life in the Lake Norman area and even graduated from North Meck High School. Unlike some entities in the area, they have chosen to follow the path of following Town ordinances and procedures to become a properly authorized company wishing to do business here in Huntersville. Keep in mind all this is happening in an ETJ area that currently generates no property taxes for the Town of Huntersville and as part of the rezoning process this property would be incorporated into the town. I know there are a lot of people here and in the town in general who moved here for the small-town feel, but the door doesn't close behind you. Please take the opportunity to listen and work with them.

Commissioner Bergsman said could you remind us the percentage of trees that are going to be kept.

Mr. Farber said 89 percent and that's specific to specimen trees.

Commissioner Bergsman said what's the requirement?

Mr. Farber said 30 percent.

Mayor Clark said in the road improvement intersection, are crosswalks included in that improvement or no?

Mr. Farber said I believe there may be one to the south. I believe if you look to the south, I believe there would be a crosswalk right here.

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

Mayor Clark called for a 5-minute recess.

The meeting reconvened.

Petition #TA23-08. Mayor Clark called to order public hearing on Petition #TA23-08, a request by the Huntersville Planning Department to amend Zoning Ordinance Article 8.13 to remove "Regulation of Nuisances" language.

Nathan Farber, Planner II, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 6.* TA23-08 is a text amendment by staff to remove the text related to regulation of nuisances from Article 8.13 and we will replace it with reserved for any future text amendment.

Noise and noxious fumes are covered by the Town Code of Ordinances, which makes Article 8.13 of the Zoning Ordinance redundant. This also conflicts with the enforcement procedure set forth for such violations in the Town's Code of Ordinances and the Town has an interlocal agreement with Mecklenburg County to police and enforce ordinance requirements within the Town's ETJ. The Police Department enforces the Town's ETJ, not Mecklenburg County within the ETJ. General police power authority is typically used to regulate such nuisances instead of development regulations. The code

enforcement officers are not always available to investigate any alleged code violations of this nature after normal business hours, but the police are. Here you have the Zoning Ordinance and the Code of Ordinances next to each other relating to noise. They both cover the same things. While the Code of Ordinances goes into further detail in Section 93.41 as you can see here on specifics of noise. Again here is the side by side for the fumes and odors and vibration related nuisances for the Zoning Ordinance and the Code of Ordinances. They both cover the same thing and the Code of Ordinances does go into further details for specific nuisances as you can see here. Planning staff recommends approval based on consistent with all policies of the Huntersville 2040 Community Plan and compliance with state statutes.

Commissioner Walsh said you were mentioning that the county enforces the codes in the ETJ.

Emily Sloop, Town Attorney, said just a clarification on that. We have an interlocal so that the Town's police officers can enforce Town Code of Ordinances in the ETJ.

Commissioner Bergsman said what happens right now if a noise complaint comes into the Planning Department instead of HPD and it's after hours or on the weekend.

Mr. Farber said we normally direct them to the Police Department.

Commissioner Bergsman said would that direction happen at the same time the call comes in.

Mr. Farber it would be whenever we're back in the office.

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

Installment Finance Contract. Mayor Clark called to order public hearing to discuss the Town's plan to enter into an installment financing contract in connection with the issuance of limited obligation bonds to pay the capital costs of construction, equipping and furnishing of a new Town Hall and renovation, and improvements to the existing Town Hall building, and to pay the cost related to entering into financing. The amount of the financing is not to exceed \$32 million. The \$32 million is estimated to account for the \$30 million building and related issuance costs including potential bond discount.

Anthony Roberts, Town Manager, presented history of the new town hall project. *PowerPoint attached hereto as Exhibit No. 7.*

Jackie Huffman, Deputy Town Manager, said I would start out this way. It is not legal for us to issue debt in North Carolina on real estate without the Local Government Commission (LGC) approval. We can't issue debt without a public hearing. The purpose behind Item 9.C on tonight's agenda is to hear from the public about issuing debt. We have talked at length about a \$30 million town hall. We advertised a public hearing of a price not to exceed \$32 million. Jackie, how did you get from \$30 to \$32 million. The answer to that question is not Jackie, how did you get there, it's Mitch. The Town has used Davenport & Company as financial advisors for more than 8 years. Mitch has been with Davenport & Company closer to two decades. I have never in my career issued a LOB, a limited obligation bond. Mitch probably does it three times a week, so I'm going to be quiet and let Mitch talk to you about why we advertised a public hearing to build a \$30 million town hall in a financing amount not to exceed \$32 million. Spoiler alert – it's about the change in interest rates. Mitch, please help us.

Mitch Brigulio, Davenport & Company, said big picture, selling limited obligation bonds, we are selling municipal bonds in the public marketplace. We are selling securities to the public and they buy those securities at interest rates set by the market at the time. When we go out, we are going to sell your limited obligation bonds, the underwriters are going to sell the limited obligation bonds, for the Town on March 6. That is the date where the interest rates will be set for the bonds and we will know what the interest rate will be.

Selling the bonds to the public it's not just the interest rates necessarily that we will be setting at the time. The investors will also drive what price they are willing to pay for your bond. There's three different scenarios that we could see. We could see what's called a par pricing where they are willing to pay you one dollar for every dollar worth of bonds that they buy. There's a premium environment where they are willing to pay more than 100 cents on the dollar for your bonds. In exchange for that they ask for a slightly higher market interest rate. Then there's a discount scenario where they will pay you less than 100 cents on the dollar for your bonds.

In a premium pricing scenario, they are paying you more than 100 cents on the dollar for your bonds to generate \$30 million for the project. In the current market, we're in this premium environment right now. In the current market we would only have to issue about \$26.5 million worth of bonds to generate the \$30 million. They are willing to pay us more. They are paying us a premium for our bonds. In exchange for that, they get a slightly higher interest rate. So, we issue less bonds, we have to pay back less principal, but we have a slightly higher interest rate, we pay back more interest, we balance out. It works out to the same thing the way the math works in terms of the total payments you have to make.

Similarly, there's a discount pricing environment where in order to generate the \$30 million we may have to issue more than \$30 million to generate that because buyers are paying us a discount or less than 100 cents on the dollar. In exchange for us receiving less than 100 cents on the dollar, we would have a lower interest rate, so we would have to pay back more principal but our interest is less and so we end up at that same payment scenario. It's all about the market, supply and demand, and what investors are looking for at the time of the pricing.

We expect to be in a premium pricing environment. That's the environment that we've been in for a while now and we expect to be there, but in setting a not to exceed amount, don't want to get through all of your approvals, the Local Government Commission approval and be in the marketplace and all of a sudden something shifted and we don't have the authorization to get you the funds that you have approved if you choose to approve them to fund the project. It just provides contingency. At the end of the day, we are going to whatever project that you approve and you tell us this is the amount that we need for the project plus financing costs, we are only going to issue the amount of bonds needed to generate those exact dollars. That's how the Local Government Commission approval is structured. That's what we will be working towards to give you those dollars that you need to fund the project within those parameters, so that's the idea behind having some of that cushion to accommodate the market environment.

Today, just so you know, we updated numbers as of today, the average effective interest rate is about 3.4 percent, so good market environment. It's about where it was a couple of weeks ago and lower than where we were last fall when we started running some planning numbers. Overall, good market right now. Hopefully it stays that way until March 6 when we sell the bonds.

Ms. Huffman said we would open it up to questions now from the Board or you are welcome to hear from the public. When you close this public hearing in a few minutes, our obligations to issue this debt

are not over. The next item on the agenda is to set a guaranteed maximum price, the GMP, related to debt. The item following that is a resolution authorizing staff to apply with the Local Government Commission for the opportunity to issue this debt and there will be another item on February 19 agenda. I'm happy to respond to any questions. Mitch will be awesome at responding to questions you have about LOBs and how we would issue debt of whatever form. We also have the architect and the builder here if you have questions about how we got to this point on the different sites.

Commissioner Rivers said you spoke about potentially town hall being across the street. Looking at data and growth for the Town of Huntersville, what is the likelihood of or the longevity of town hall on "the sliver" versus over here.

Mr. Roberts said when the board was looking at the three-story building across the street and obviously when they originally looked at it they were just doing two stories, come back at a later date and do the third floor and you could still use the third floor of DPK. I'm sure numbers are going to come up 36 and 18 equals 54, versus 54,000 sq. ft. building over here. The biggest difference is you've still got the 18 to grow in over there. What I would say is at the time that board, obviously they were looking to get in the \$16 million number, at that time was maybe all they wanted to stomach, I don't know. But ultimately to get at your question, the 36,000 sq. ft. building over there, three-story building, and you had the 18 to move into, they were looking at that time was a 20 to 30 year fix, round numbers. What the new board when they came in said Anthony, we don't want to be in the same type position. Obviously, I won't be here in 20 to 30 years.....hopefully I'll still be living, but I won't be here 20 to 30 years working as a Town Manager. I hope not anyway, even though I love the place. The 54 and the 18 you already have over there was to allow you to.....you know they were saying 50 years. I hate to project anything 50 years, but that was sort of the difference in the thinking. I think at that time people were thinking well maybe you do something with DPK. I don't know what's going to happen to DPK, but I would probably be willing to bet until 2040 at that price, they're probably not moving anywhere. And then some future board in 2040, I don't think I'll be here in 2040, would have to decide what to do with that building. It's a floor and a half left over. Short answer to your question 36 and the 18 was more of a 20 to 30 year fix. The 54 and 18 was more of a 50 and beyond type fix.

Commissioner Walsh said I think the idea was to get folks under one roof, so if we were across the street with the 36 and 18, it's 54,000, correct?

Mr. Roberts said yes, sir.

Commissioner Walsh said which is the same thing that would be behind here. You mentioned we've got a \$30 million town hall we're looking to finance right now. Assuming the \$22 million for across the street is a good number and we sell this property for \$3 million, then we are looking at \$19 million versus financing \$30 million, give or take a few dollars, correct?

Mr. Roberts said assuming you sell this for \$3 million, possibly yes.

Commissioner Walsh said we got 1.8 for that. We just paid 775 behind us.

Mr. Roberts said that math makes sense.

Commissioner Walsh said so big difference in funding \$19 million versus \$30 million.....doesn't address some of the issues on space moving forward. It'll probably be a question for these guys here about the delay, how long it would take to build the two different kind of buildings, so I'll leave it at that.

Mr. Roberts said what I would say just to piggyback on that, obviously you can sell that sliver of land over there now, too. We got rid of the what I would say the private use issues that were related to a bond that we had on that parking deck over there, so if the Board decided you could sell that and also some of the spaces in the deck to accommodate for larger space there, I have no clue what that would sell for. The other thing I would tell you, too, is if you moved over here, eventually we would move these people in there and those people off third floor. You could lease that space above DPK, the town offices, too, I have no idea what that would lease for. As you can tell since 2018, we've only got to this point right here, so I hate to guesstimate on selling this, that, or leasing that, so I've spent zero time on that.

Commissioner Walsh said the property here is including what we're on and we didn't even have a sliver to build on here, so we had to purchase more property. That total acreage is.....I had it in my mind at one point. I know it's 0.3 across the street. This is a lot bigger than 0.3 including a building.

Mr. Roberts said the key there would be parking spaces there, too. I could ramble off numbers on what a parking space goes for. These guys.....it's probably 30,000 a parking space. Some people will say different numbers. If you would sell the sliver over there, too, you would account for parking spaces in that number because you are guaranteeing parking spaces, too. But, yes, I don't know which one would sell. I would anticipate this would maybe sell for more, but I don't know.

Commissioner Walsh said I think so. How many parking spaces over here?

Mr. Roberts said I think roughly 120 will be the surface parking... maybe these guys could tell you an exact number, but it's fairly close to 120.

Commissioner Walsh said I thought I heard 110. And if at some point a few years down the road we had to now build a parking deck either for ourselves or through a PPP or whatever, what would we do in order to accommodate the people in these 100 and whatever number spaces because it would have to be shut down while the building goes on for a couple of years.

Mr. Roberts said you kind of see the picture up there and even though this picture up here are Option 4 pictures, it's not actually what it looks like. That building slides this way closer to existing town hall and there's a driveway behind it, but where that square is at the top of Option 4 is ultimately where you'd build the parking deck, so we would stage it there and folks who park on the other areas and then you know various places in town whether it's Veterans Park, whether it's the parking deck across the street, no different probably some of the people here would have to park in different areas. Do you want to do that as part of the GMP or do you want to talk about that now. I think the last bullet we talk about the delay there and I'll just let maybe Tim if you want to come up and talk about the 10 to 12 month delay and what that additional cost... that's how you get from that \$19 million to that \$22.5 but Tim you want to come up and talk about that.

Tim Bender, Edifice Construction, said we have been estimating a lot, as you can see, over the past three or four years. Thank you for having us. I guess the question was the delay. Right now when we come up and present we're going to be delivering a guaranteed max price. That means our subcontractors are locked in ready to go to work as soon as we sign off. When we start again, and we go back across the street, we would have to start that process all over again. We've been working diligently since we came to this lot for about 17 months to get to where we are today. We're looking at that's a little bit less site work, but we're thinking 13 months, Anthony did say 10, so we would expedite for you, but we would

need to start everything from soil analysis, DOT review, how does this program fit, how do we get your 36 on that lot, because when we stopped across the street we had just bubble diagrammed and put square foot footprints down on land.

Commissioner Walsh said and four-story building, three-story building, how long to complete each of the buildings. Suppose we were building two of them, which one would get done first?

Mr. Bender said knowing just about building itself or if it's a three-story building we don't have any different site conditions that are maybe deep piers or foundations, that's an 18-1/2 month build, probably 14-1/2, so you are picking up three or four months on the 10 to 13.

Commissioner Walsh said so 10 to 13 month delay.

Mr. Bender said yes, minus your pick-up of opening two size buildings.

Commissioner Walsh said so 10 to, call it a 12 month delay to save maybe \$10 million.

Mr. Bender said we haven't got to the money yet, I'm not sure yet.

Commissioner Walsh said I'm just using the \$30 million for behind us. We'll call it 22 across the street, sell this for 3, the delta is 19.

Mr. Roberts said remember you are talking about if a 36,000 sq. ft. building goes across the street and we get to a GMP, we are estimating 22.5, so remember the Town Hall is 28.5, I'm just rounding numbers, so that's a \$6 million difference.....36, 54. Take this building, you can tell me tonight and tell us we're not going to do the renovations in this building, we've allocated 1.5 for that. That's where you get the 30, so we're doing 54 and 8 for 30. If you said Anthony, we want to just try to get you in a building, get the people in a building over here, we're not doing this, it's 54 versus 36. So, 54 versus 36, 22.5 for 36, 28.5 for 54. The 1.5 is all associated with knocking some walls down in here and throwing up some paint. So, that's how you look at it and the Board may say well, we want to wait, we can't even get you over there yet and let's wait and do this. I don't know. Those are options, but those are how we come up with what I'd say the 8th grade math numbers.

Commissioner Walsh said I like those numbers. Can you bring up the picture of the site across the street. So 36, there's a little breezeway to get to 18,000 sq. ft. To me that's under a roof, that's 54,000, with a parking deck right behind it.

Mr. Roberts said yes, I understand where you are going. Remember 54, 8.....that 18 is already there, so that 18 stays forever and a day until the board leases it out or do something. But you have 54 if you built a 36.....you have 36 plus 18 exists is 54. What we have if we build over here is \$30 million, 54, 8, 18 is still over there.

Commissioner Walsh said but the idea is to get everybody together, so the whole sale on moving it over here, the previous board was hey, we want them under one roof and you know yada yada yada, and basically abandon that over there and if we were over there 16 years from now and DPK.....obviously I would be renegotiating that lease.....then we have access to another 18 to 36,000 sq. ft. on one corner and the lost economic development opportunity here.

Mr. Roberts said potentially, but remember, I'm just using your number. It's 17,200 on the bottom floor, 8,200 on the second floor, so you have to some kind of way finish that second floor across. But assuming you kick DPK out, whatever board is here then, if you wanted to kick them out.....

Commissioner Walsh said or they leave.

Mr. Roberts said they could, I guess at that time it won't be this board or anyone in this room, but someone would make that decision.

Commissioner Walsh said I made my point.

Commissioner Hunt said I have a couple of questions. This discussion has been happening since 2018 and if we decided to build in Town Center instead, the plan would be delayed significantly, right, until like 2026 or so according to one of the estimates. So, in that event a different board could be sitting up here and they could decide to revert back to the plan that we are currently discussing. So could this potentially happen in perpetuity.

Mr. Roberts said it could, yes. It's happened already a couple of times, so could it happen again... absolutely.

Commissioner Hunt said we've already paid \$2.15 million. What have we gotten for that money and what other additional costs would we incur by switching back to the previous plan?

Mr. Roberts said we have got to a GMP, which you are going to see later. That's a guaranteed maximum price. If the Board says move back across the street, as Tim said you have to start over on some of those processes etc. The 2.15 I can't take that back. We've already spent that. Can you use some of that towards that.....sure. If we say look, Tim, I'm going to use the same color carpet, we're going to use the same tile in the bathroom, those kind of things – absolutely. Some of that stuff can be used, don't hold me to a number. Maybe Tim can tell me how much, but I'm just being simplistic – paint colors, tile, carpet.....we're not going to go all of a sudden in there and say let's just go all back through that process and pick new ones, so those kind of things can be used. Maybe things like well assuming it will fit, yeah we'll keep Parks & Rec with Engineering or whatever on this floor. Different things like that we could use. I don't know the number.

Mr. Bender said it's really hard, we're just talking so hypothetical of what does this building look like – is it three-story or is it four-story. When we get into it then we'll start to program – if Parks & Rec and who did you mention....someone has to be together, how does that work. It all starts again on structure on is the dais on the second floor, is it back on the first floor, do we have a community room here, is it back over there. All those same questions and processes come right back up.

Commissioner Hunt said it was mentioned a moment ago maybe we need to move into DPK and use that space. What type of renovation would that be?

Mr. Roberts said these folks have not looked at DPK renovations at all, just because that was not on the game plan.

Commissioner Hunt said but that would obviously be more in our costs, correct?

Mr. Roberts said oh yeah. We would have to look at that to determine you know in 2040 when we get there what that looks like. I don't know what the structure is on the second floor and what it would cost to complete that second floor across, I have no idea.

Commissioner Hunt said you also mentioned in your presentation if we built in Town Center and NCDOT required a turning lane, how could that potentially impact the project?

Mr. Roberts said if a turn-lane is in front of that and over towards the fire station.....the beauty on this site we are able to eat any improvements on our side of the road – we own this building, we own that land. Over there, depending on how long that turn-lane is etc., can I get it on that side of the land. Even if I can, the building would have to be pushed back. If I can't get it on that side, then I've got to start looking at can I buy from the other side of the street and I just don't know. The building you may be able to skinny it up. I think one of the buildings we looked at early on I think there was a four-story option, but you've got to remember that building gets kind of skinny. I know you say what difference does that make. It affects a lot of things. It affects the size of the board room and things like that when you skinny that down. One day y'all may go to districts or something and if you decide to have 12 or 13, all of that when you start to skinny things down makes a world of difference. We looked at those kind of things in the building across there and at that time we were settling with a three-story building over there. The board at that time said it was about all they could stomach. It took us to get just from 2018 we're talking to 2021 just to get little bubble diagrams that we had.

Commissioner Hunt said can you explain how moving forward with the financing will impact taxpayers when the bond is issued?

Mr. Brigulio said we had looked at this as part of the planning for this project in the GO bond referendum and looking at the Town's existing budget kind of very conservative estimates on the interest rates decline in your existing debt service. The way it all comes together it was a 2.8 cent impact for the entire GO bond program plus town hall.

Ms. Huffman said Davenport & Company did a debt affordability analysis and that debt affordability analysis my interpretation is if the voters in November 2023 approved the referendum, if we did town hall and the \$58 million in debt, if you implemented a tax increase of 2.8 cents in FY25, regardless of when you issue the \$58 million in debt.....you might issue part of it in FY25, you might issue part of it in FY28, you might issue it later. You would need to increase the tax rate 2.8 cents in FY25. A debt affordability analysis, in my opinion, looks at debt in a vacuum. It doesn't look at your personnel cost and what you might add in head count and what the ongoing cost with your existing staff might be and it doesn't look at your operating cost and it doesn't look at other things you might do related to adding capital related, to adding police officers and when you might need to buy police vehicles. It's debt affordability and it does not look at other items, so if for instance you wanted to add police officers or planners or firefighters, it does not take that into consideration. If you were going to add those things, you might need a different tax increase other than 2.8.

Commissioner Bergsman said I feel like this is a conversation that's been happening in Huntersville for definitely half a decade, probably a little bit longer, and we have yet to have a new town hall that we can use. I know in one of the previous years, I think it was September 2022, or maybe one of the meetings before that, the very original plan and please correct me if I'm wrong, the scheduled completion date that was shown in the presentation was Fall 2023. Is that correct?

Mr. Roberts said probably.....I'd have to look back. I think I've seen something that was '23.

Commissioner Bergsman said so it's possible that if the first plan had moved forward we would be sitting in that new town hall now, which I'm not saying and I'm not going to give an opinion one way or the other of designs or locations, because I feel that is something that has been decided by previous boards and I am going to get to my question. I just wanted to say that.....I'm not going to sit up and say I want this one or I want that one. I'm not a fan of either option, but I also know that it's our duty to sit here and do what's best for the community regardless of our personal opinions. I was wondering.....the parking deck that's across the street. Has that had any repairs needed and what's the lifetime expectancy of that?

Mr. Roberts said it has had some ongoing maintenance. I know we continue to do ongoing maintenance on that. I think it's roughly, depending on who you ask, it's 293-294 spaces, depending on whether you count some of the bike spaces. Ongoing maintenance every year. Life expectancy on that, I know we talked about that, I'm just trying to remember, was it 50 years.....I think it's 40-50 years.

Commissioner Bergsman said how many visitors has Discovery Place Kids had in the last year or so?

Mr. Roberts said in 2023 it was 197,444, which didn't include birthday parties and something else. If you add those in, it's maybe 202,000 in 2023. Even in the Covid year when everything shut down, don't hold me to an exact number, I've got the paper over there, I think it was a little over 43,000 and those came from DPK. I think back even in.....they have since beginning of time those numbers, but the Covid year was the worst year, and it still met the minimum threshold of the first year. If I recall in the lease agreement it talked about 30,000 in the initial year.....they did that even in the Covid year.

Commissioner Bergsman said so would you say in your opinion that Discovery Place Kids is continuing to be an asset to our downtown and bringing in business to our downtown area.

Mr. Roberts said 197,000 to 200,000 people, I'd said yes. If I owned a restaurant, that's exactly what I want to see. I imagine I could get Slice House and Neighborhood Café over here that would probably give you a whole lot better answer than me, but I would say yes.

Commissioner Bergsman said there's this conversation about a 50 year town hall versus a 20 or 30 year town hall. Can you just refresh my memory if a town hall was built on the sliver, three floors, no shell space, but Discovery Place Kids stayed and was not used, what would the lifetime expectancy.....is that a 50 year solution?

Mr. Roberts said you are saying build a three-story building which is 36,000 sq. ft., use the existing 18,000 that is the third floor already which equals 54 in two buildings. That at the time they were talking about 20 to 30 year sort of life of expectancy from the standpoint of before it's full. No one in this room can guess and tell me how many people we're going to have 30 years from now. They do an analysis. They talk to department heads, they look at growth, those kind of things, and do an analysis on that. The 54, if you built a four-story, exact same as that over there, plus you have the additional 18, that's what takes you to that 50 year sort of timeframe. And if you told me is that rocket science and that's what the number is going to be, I couldn't tell you. They do an analysis on that, but I can't tell you.....there's no way those numbers are rock solid. It's just like estimates. You are making estimates based on what you know, no different than these estimates up here on town hall. Until you get to that point, like a GMP, that's when I can give you real numbers.

Commissioner Bergsman said I get that they are estimates, but it does sound like no matter what the estimates are the current plan meets the capacity for a longer period of time if DPK is not used.

Mr. Roberts said that's why I think.....it may be what Commissioner Walsh said. They looked at putting them in one building, but also to allow for that future growth. They didn't want to be in this room discussing you can see what.....I don't know why and previous boards probably didn't project that Huntersville was going to grow like it has grown and so what do we do in this building.....boom move over to that building. Where we are at now, literally next year I got no room. I assume they just didn't want to be in the same predicament all over again and let's do something that lasts a much longer time.

Commissioner Dumas said it's been mentioned that this has been in the works since 2018 and I've noticed a lot of these numbers, the estimates over the years, have inched up over the years. I personally quoted a construction job in 2019 and decided to wait and then 2020 happened and then decided to wait a little longer and every quote I've gotten has like almost doubled in price, so it's safe to say the longer we go.....we've already spent \$2 million.....the longer we go, the more it costs us.

Mr. Roberts said it's been going up the whole time. It continues to go up. The same thing with any construction project at a house. Just look at your house price, what they've done, even though it has nothing to do with construction, how it's increased. It's going to increase, it's not going to go down.

Commissioner Quarles said currently we can lock in at a 3.4 percent interest rate. We have a GMP and have already spent \$2.2 million on this current project. If we decide to wait for further study, we could spend another +/- \$600,000. That would be a lot of waste, so it's our duty to be good stewards of our taxpayers' dollars. The cheapest time to build will be now. The most expensive time to build will be tomorrow. Since we've discussed this town hall project in 2018, there's been 2,566 tomorrows. We can't afford to wait and waste the taxpayers' dollars. Anyone can make numbers fit to what you want them to do, but building a larger facility with a 50 year lifespan will be saving the taxpayers money down the road.

Mayor Clark called for public comments.

Amber Kovacs, 207 Greenway Street, (Frank Gammon, 8912 Deerland Court and Johnny Campbell, 104 Interlaken Place, deferred their time), said I am here tonight to talk about town hall, obviously, but not its funding. I'm here to talk about the facts surrounding it because in the past few weeks, I've seen individuals provide a lot of false claims and missing facts. This false information is shared by individuals and provided by a scorned board member. Some people are just now tuning into town information for the first time and are not realizing this project has spanned over three boards and that much of what they are reading is false or lacking all the details.

Two boards ago, town hall was determined to be necessary and provided with no public input and no board study period, despite public outcry. The poor location choice was the sliver, the grassy area in front of Discovery Place Kids. The project was touted as a low price point that meets all of the needs, but it didn't.

First, the \$14 million price tag is false. The construction cost for this three-story unfinished building was \$19 million, but touted as only being \$14 million because of the insistence on selling the opposite corner where current town hall is for \$5 million. The intention was to then sell the corner where current town hall is to a specific developer, which is why the \$5 million for that property is taken out of their final,

out-of-pocket math. The board did not look into other options or locations and was set on that one idea although many community members expressed concerns.

Town hall in front of DPK would've been built three stories tall but would've only had two floors actually finished with the third being a shell space, only framing. It would've also required our town staff to continue to occupy the third floor of the DPK building, and our staff would've continued to be in two separate buildings. A breezeway does not count as one building. Still on Day 1 this configuration did not take into account any future staff nor needs. It was a 15-20 year point-in-time solution only. This is why it was a huge election point in 2021.

To add to this, there would've been zero additional parking spaces, and the final cost didn't include any soft costs such as furnishings. Adding that would've brought the actual total to around \$16.5 million plus the \$5 million they assumed they'd get for selling current town hall. Remember a deal had already been agreed upon for that sale... \$21.5 million in 2021, but no one said that number out loud.

When the next board was sworn in in 2021, we discussed this option not meeting our town staff's needs and having no growth ability for expansion on the same site based on numbers and information and actual support provided by staff laying out their needs and what they were asking us for. In fact, on Day 1, that sliver building would already be too small, with no room to grow. DPK is locked into its lease. It will be at least 2040 before DPK completes its allowable terms in their ironclad lease. No, we can't get out of it. They often made the argument that once DPK left you could use the entire DPK plus the sliver building for a total of 90,000 sq. ft., still in two buildings, but not until 2040 and not counting what it cost to upfit a children's museum to real office space, not to mention the loss of something that draws around 200,000 guests per year. That would be a terrible idea for our downtown.

Unfortunately, our town has shown that we are shortsighted when we build facilities that barely meet current needs and don't think through future needs. It appears the board was not considering the future when pushing the sliver option, just what they wanted at the time.

The last town board, when I served, wanted to avoid having to make yet another decision on yet another town hall in 10 to 15 years, so that way it was available when it was fully outgrown. The sliver never had enough room. Putting the town hall on the sliver should account for having to build an additional town hall in 20 years because the sliver site works only for 15 to 20 at best. The current project lasts at least 50, and maybe even 100 if we are lucky. Our board did not make this decision lightly, and frankly it pained those of us who voted for it to even fathom that cost, but we knew it was saving money in the long run and the right thing to do.

We made the decision to purchase the land next to the town-owned land to allow for more space for town hall that can meet the needs for at least the next 50 years. It was important to be fiscally responsible. Fiscally responsible does not mean the cheaper price tag. Building town hall on the current corner allows for a new town hall and revamping of the current town hall to allow for more space for parks and rec and programming and an additional parking lot with about 120 spaces that can also provide spaces for downtown events and businesses that our residents were crying out for. If future boards value an additional parking deck to ease downtown parking in general for Veterans Park and the greenway, this parking lot will be its base.

Now I will take a page from the book of Lance Munger and give you some actual apples to apples numbers, not the ones that you are reading on the internet. The town is already \$2.15 million into the current town hall option. To change that would be a loss of at least \$1.8 million of that, that we couldn't

transfer over to the new site and we would need to, again, be figured into the new location cost. To finish all three floors equaling 36,000 sq. ft. it would be around \$19 million, but again that's without soft costs. That project also does not consider the potential of NCDOT requiring a turn lane which could potentially squash the entire project as is or it would require it to be a four-story building. If you were to do that 36,000 sq. ft. building today, it would be around \$22.5 million and you need to add in the \$1.8ish million out of the \$2.3 million that we cannot recoup, so we're actually all in at \$24.3 million. With recent reports showing overall construction input prices are 4.9 percent higher than a year ago and that's the lowest annual increase, the price to finish the third floor at a later point in time could also put all the costs in and put it above the current town hall option that was chosen.

Looking at current town hall site at \$30 million, the all-in price includes soft costs, a complete four-story 54,000 building, 120 additional downtown parking spaces, and a revamp of the current 8,000 sq. ft. town hall that allows Parks & Rec to have more space and places that the community has been crying out for as places that were also identified by the Downtown Master Plan. Being able to include the refurbishment of current town hall is an added bonus, but it doesn't have to be done and it could save the town \$1.5 million if they wanted.

Option A - \$22.5 million plus \$1.8 million that couldn't be recouped for current town hall equaling \$24.3 million for a 36,000 sq. ft. space requiring staff to be in two different buildings for maybe a 20-year fix and nothing else. With these figures, this cost would be around \$662 per sq. ft. or Option B - \$30 million plus the \$775,000 we did spend to purchase new land. It's just under \$31 million for a 54,000 sq. ft. space that is a 50 to 100 year fix, refurbishment of the current town hall and 120 additional spaces. With these figures it would be around \$492 per sq. ft. if you included the 8,000 sq. ft. of the refurbished building. If you would compare \$662 and \$492, I know what I'd like to pay.

Being fiscally responsible does not always mean that it's the lowest price tag. As we all know the construction costs, as well as everything else, continues to go up and what we do today can save us a lot of money in the future.

It's a shame that all of the details are not being shared and fuzzy math is given. A breezeway constructing buildings making it all one roof is a stretch. When people are trying to intimidate this current board to stop a project that is already \$2.15 million down the road, it's pretty sad. This current town board is not responsible for this project, and it would be frankly irresponsible and fiscally detrimental to stop it now. They stepped into this and are just continuing along the road that was set before them by a board that believed in this project. They are being set up by their own people, but that was expected. The call is coming from inside the house. Residents, please, stay involved, provide your input, but put your pitchforks away, and look at the whole picture and not just what someone is telling you.

Amy Hallman, 100 Cambridge Road, said the new town hall on this property is a forward thinking, fiscally responsible investment in our town. The town hall is not an expense. Line it up on the correct side of the ledger, it will increase in value. It is not a car. It will connect the greenway and Veterans Park. It will house the entire staff and it will eventually provide downtown public parking and will be available for growth for 50ish years, you know since we are the hottest zip code in the area now.

Let me remind you that a new town hall on this location will increase in value. Our children and maybe even our grandchildren will not have to think about building another one. In my lifetime I remember four.....it could have been five since I've been alive, town halls. It's time to just do one and let it last a while. It doesn't matter that construction costs have gone up since mid-2021 and some folks want to

blame the previous board about moving from the sliver. That was the right decision. We are trying to build a downtown and this location makes the most sense. It ties the greenway to Veterans Park. It is a destination not only for civic engagement and office space, but for programs such as Parks & Rec, history, veterans care, state and federal officials that can visit NC residents. It could house recitals and celebrations and it could provide respite and resident care. It could return the senior citizen programs back to downtown and relieve the Dellwood Center from having to become the preschool and storage. That allows the facility to be used for more appropriate educational and community outreach programs.

We keep talking about Huntersville is a world class, up and coming town and we have to look forward to that. We can't have the largest building in our downtown be an apartment building. The size of the new town hall is appropriate for a town of 64 square miles and nearly 70,000 people. Please put this discussion to bed. Huntersville is not a bedroom community of Charlotte. Mayor Clark, many of us find you important and trustworthy and I appreciate that you do speak to the residents where they are.

Lee Hallman, 100 Cambridge Road, said I'm here tonight to speak to you as an engaged citizen and the Vice Chair of the previous Downtown Steering Committee. I find that it's odd and a little embarrassing on agenda item 10.C that we are discussing something that financing was long ago approved and last year designed and bid for the town hall. There is an effort to halt the process, waste \$2 million of upfront costs and start anew at a less optimal and more costly per square foot location. I believe that 6/7 of you consider this decided business. I just wanted to offer how decided business this really is.

This is the old Downtown Master Plan. As you may recall, this was passed in February 2005 with such notable commissioners as Sarah McAulay and Jill Swain. This calls for the town hall to be in the currently planned location as shown on the very cover. This is the 2040 Community Plan and under DT-4 Expand Town Hall, approved and adopted on December 21, 2020. This is the Downtown Master Plan adopted on April 17, 2023. All members agreed that the town hall should be on the site currently planned. Again, settled business.

I can go on to list a bunch of statistics and data that support the current site as I did September 2021 with that Board. I'll spare you that and just remind you that not unlike your decision to spend big on the full-time fire positions, this will show a commitment to retain and seek the best staff. Workplace quality is a component of overall compensation and if we ensure our staff that we are committed to providing enough space to do the job and a roof that doesn't leak, then we'll come out ahead. Unlike the big spend fire positions, however, this is an investment. We're building our balance sheet, so why settle on a 20 year solution when you can have a 50.

Lastly to address the editorial in the Herald Citizen of a couple of weeks ago that a parking deck is required for the proposed town hall, it is not. There's plenty of planned parking spaces for the staff. As you know the majority of the Huntersville citizens support the project as currently designed from all the numerous Downtown Steering Committee public input meetings to the comments from Edifice work sessions, it has tons of support. The opposition that you may hear is 100 percent politically generated. If we are going to change the site for the new town hall with every board, then maybe we should just put wheels on it.

Teresa Julian, 110 N. Maxwell Street (Ron Julian, 110 N. Maxwell Street deferred his time), said Anthony, you kind of took the wind out of my sail. Let me say that I guess that the thing that I would ask the board to look at is \$30-32 million versus updated numbers, not numbers in the wind, \$22 million. That's still \$10 million and I just wanted to say this board has inherited a forced tax increase because the previous board kicked too many cans down the road. Now this board has to cover these commitments

and actions that they chose not to address as funding town staffing, the fire department, police, etc. This board has the ability to save taxpayer money and keep municipal buildings contained within one corner of Huntersville.

We talk about the value of a town hall. I agree, real estate is important. The value is going to go up whether it's sitting here or sitting on the sliver. What concerns me is that since this is now brought back up as a conversation and it's not a done deal, it's before this board, right now we have one corner of Town Center that is municipal, Discovery Place for Kids. We have one that's an old building. One that's an old gas station/grocery store, whatever you want to call the Cashion's, and then now we're going to take up another square of Huntersville, valuable land, to have another municipal building. Huntersville will be known for two municipal buildings on the corners. Is that really what you want your downtown to look like. Is that what you think people are going to come to Huntersville for is to visit what will be two municipal buildings.

I would question if we could have sold the sliver of land, the previous board would have done it. I do believe that this land is marketable. Bring in private developers that put town stipulations on this property just like they did for 760, the old police department. That option would recoup as was said \$3 million, bring restaurants and retail opportunities down to Huntersville. That's what people are going to want to come to, not another municipal building.

I know that many of you campaigned on addressing the downtown center that's been ignored for years. As Commissioner Bergsman said if the original plan had been followed through by the last board, we'd be sitting in a brand new town hall tonight. We wouldn't be talking about the process that started in 2018, now we are in 2024. Previous boards had promised an enhanced farmers market with a shelter and year-round options as part of Veterans Park. This project was delayed to save money. It's never been revisited. I bring this up to say there's more hurdles that are going to be in Huntersville other than this town hall and how we are going to fund those things.

Currently the Veterans Park could cancel their parking, the agreement with the Town of Huntersville on parking, can cancel it in less than 5 years. They pay a prorated penalty and I've given Janet as part of the record that lease agreement that's recorded. *Refer to Exhibit No. 8.* In 5 years the American Legion can not allow us to have any parking at our Veterans Park, so you say well if we build a town hall here we'll have parking, but 120 spots is not enough, which means we'd have to go with a parking deck. So now you're talking about a \$44 million project.

Discovery Place for Kids.....I know Anthony talked about next year's 15 year lease coming up. They have three optional 5-year terms. I agree 200,000 visitors a year that's something we need to bring people to Huntersville, but we also need to bring what are they going to do when they get here. The building across the street that currently houses Slice House Pizza is not a well kept building. We need more restaurants for downtown to.....was that nine minutes.

Mayor Clark said yes ma'am.

Robert McCluskey, 9008 Golden Rock Lane (Noelle Burton, 12940 Cadgwith Cove Drive and Violet Clarke deferred their time), said I'm not going to spend any time talking about what you should do or shouldn't do, I'm just going to talk to you about what doing one of them will do to the budget and what you are going to have to sell to the citizens of Huntersville.

The gentleman who's not here anymore was able to represent the debt of \$30 million at only 2.8 cents. What a deal. What percentage of the current assessment in Huntersville is 2.8 cents. If you don't know the answer, you're not doing your job. It's 15 percent. If you take a look at page 208, it's the third page I handed out to you. *Hand-out attached hereto as Exhibit No. 9.*

Look at the Column 1 that I put with the green marker. You can see a progression of the assessed values in Huntersville started the year at \$10.5 billion and ended the year at \$5.2 billion, as a result of 2 percent growth and an enormous increase in valuation of the property. The prior board was able to move the assessed value from 24 cents per \$100 down to 17.6 percent. But if you look to the next year which doesn't contain a dime for this property, the plan calls for 19.6 percent. That's an 11 percent increase, so you go back to the first page and you can see that that coming year, the year that you will be in charge of, at the 19.6 cents will still cause you to spend \$9 million more than you bring in.

You have also on that page I've identified existing debt and new debt and in next year and I don't know why, but I know you're going to be working with staff at a retreat and they will know this stuff to the penny because they are very good. New debt starting next year \$5.2 million. Year after that \$5.1 million. Year after that \$4.9 million. Year after that \$7.988 million of new debt so that by the year '28 you're looking at \$10.1 million of debt repayment per year. That's not what you owe, that's what you have to pay back every year. In that year your total revenue will be \$72 million. Ten of it is to repay debt and that's before this.

I estimate.....I wish the bond freak was here, he would tell us very quickly that that 2.8 cents roughly comes out to \$2 million a year. So, I've got you at \$11 million plus another 2, \$13 million. It's a reality. You're going to have to raise money. That's what I'm here to tell you. You're going to have to raise money or you're going to have to stop doing some of the other projects.

When you go through the retreat process the staff will present to you a document much like they've posted on the internet that I found. It's essentially I guess, Mr. Roberts, I'd call it the budget.....it's on the website, it says I believe an approved budget, just so you know what you're looking at. It's over 200 pages long, so it's not light reading and in order to avoid by my calculation an 11 percent increase that's embedded in this already going from 17.6 cents to 19.6 cents adding the 2.4 or 2.5 cents, you're talking about a 25 percent increase in the Huntersville portion of what Mecklenburg County will bill the residents of Huntersville. You swept into office in the last election, you're likely to get swept out with those kind numbers.

The existing new debt and I was referring so you'll see to the review of the capital projects, it's basically from Pages 140 to 187. Some of these will call for new debt. There are a substantial amount of projects that are on the board that are not budgeted. They are good plans, but they are not budgeted, so in addition to the ones that are in process that need to be paid for into the future, new ones to be started that are on the plan to be started and those that are not in the budget through 2028. I believe the total done in process or at least proposed to be in process and future projects is \$234 million. These are big, big numbers in a town even of 65,000 and yes, it's going to grow. Clearly, it's going to grow. I'm going to guess 24 years it'll double at 3 percent a year.....3 percent a year it'll double in 24 years. If you think it's more than 3 percent, then take the percentage you think it's going to grow and divide it into 72 and it will give you the number of years it takes to double.

Those are the realities of what you're looking at. Neither option is free. Neither option is cheap, but you're going to be looking at this project and you're going to be looking at other projects and you're either going to embrace them all and go to the polls with a 25 percent increase in the property tax or

you're going to have to choose a different way to do this or eliminate other projects. In numbers that everybody understands I think the debt service on the \$30 million plan is roughly \$2 million a year. You can do the math to figure out what a lesser problem is and you can do all the thinking about what the better way is.

In the presentation it was shown, I've got to throw this in because I've got to piss everybody off, it was shown that the parking deck at the Discovery Place generates \$30,000 a year. Does everybody know how much you get for the rest of the building - \$1. You should have put that on there.....30 bucks - \$30,000 to park, \$1 a year for 30 years. I don't know if you can buy them out or not. I'd consider buying them out.

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

OTHER BUSINESS

GMP – New Town Hall. Bobby Williams, Assistant Town Manager, said this item is for the Board to consider adoption of a guaranteed maximum price. Anthony spoke about it before. Ultimately, we've gone through the schematic design process, the development design, construction documents and the budget, as well as permitting and bidding. They have pre-qualified contractors, publicly bid every aspect of this job and then we've got members of the team here. You guys being new have not met some of the folks here from the Edifice/Creech team. They've got a quick presentation just to kind of update you on everything we've gone through. Brent Green and Rusty Miller with Creech and then Tim Bender who you heard from a little bit earlier with Edifice. I'm going to step out and let them do this and then certainly we are here for questions.

Brent Green said I'm going to take a moment to run through a refresher on the design and of course we'll take any questions as you would have them. *PowerPoint attached hereto as Exhibit No. 10.*

We'll start with the site plan. There's been a good bit of discussion about this this evening, so I don't think there's anything on here that you're not familiar with. Again, we're talking about a building that's fronting Old Statesville Road. It is in proximity to this building that we're in and the idea being that we can create a courtyard between the two facilities that will facilitate their connectivity. You can see drive isle entrances both on Maxwell and on Old Statesville. There's also a connection to the parking lot here and as mentioned somewhere between 110 and 115 spaces in the lot to the rear surface parking. It was also mentioned, and I'll confirm, that a parking deck footprint would fit on top of said lot in the future if that is so desired.

This is your site plan as it currently exists. Again, you will see some of those characteristics that Anthony mentioned regarding the location of the building footprint and proximity to the street so that we are allowing for some of those future considerations relative to road widening.

I'm going to run you through the floorplans quickly just so that we are aware of what lives on each floor. One of the primary characteristics the previous board was interested in was having transparency and the ability to flow through the facility from the front to the back. This plan is oriented as if Old Statesville Road was at the bottom of the page. We will have a monumental stair sort of highlighting the main entrance, but we will also have an accessible entrance which filters in from the righthand side through that colonnade that you see sort of articulated there on the front of the building. When one enters from the front or the rear, they will have sort of a view through that facility to the lobby space. There are stairs that will lead you up to the second floor. If one walks into this building from the Old

Statesville Road entrance and turns to the left, you will be offered an opportunity to walk into the Chamber.

The Chamber itself is designed for 11 seats at the dais with about 4-1/2' between each of you as opposed to the proximity in which you are sitting in currently. As Anthony mentioned earlier, that would also allow for two additional seats at the dais in the future should other districts or other positions be brought on. That seating capacity I think shown there is 220. We could get to 250 in a pinch and I think on evenings like this evening when you see people spilling out into the hallway and ancillary spaces you can understand why that was considered by a previous board.

The real tenant on the lower level is Parks & Recreation. They will serve as sort of the face of the organization as people come to the facility. There are also other flexible meeting spaces on the first floor as well.

The second floor is primarily Planning which occupies the left side of the plan in green. We also have the Legal Department which lives in the lower right-hand corner of the second floor. You can see there that stairwell that comes up, the lobby space below. The restrooms and elevators stack in this facility as part of an efficient way of design work. And then you will see throughout the plan several flex spaces. Those are those future spaces beyond the 20-year growth that are being upfit 100 percent as part of this facility. Those are those areas that take us from that 20 to 30 year model to a 50-year model. When you see this one here on the screen, I'll go ahead and tell you this entire square should be represented in blue as well – it's a graphic error I just caught this evening, so there's a significant amount of flex space on the second floor that is also occupied by Planning and Legal.

We move to the third floor, you have Engineering/Public Works and IT as your primary tenants. Obviously, those core spaces that I mentioned still stack and you can see that there is flexible build-out area on this floor as well, the idea being that you don't want to congregate future space in one area. That facilitates departments to have to relocate. If we disburse that throughout the building, departments can grow and you are not forced with repurposing and spending additional money on renovations as things need to change in the future. Did I skip a floor? There's a fourth floor. It's on the version I have right here. I'm not exactly sure what happened. It looks very similar to the third floor and living on that floor is Administration, Finance and Human Resources, so we'll use our imagination and squint over the third floor. It is a very similar layout.

Anthony Roberts, Town Manager, said just a comment on that. I know when you go back to your pictures a lot of times you say is that the only space you have in the flex blue. No, there's a bunch of built-in offices within each department, so all these different shade colors you see like for Engineering is built-in extra space in there, not just the flex space.

Mr. Green said that's a great point. In the spaces in this plan here that are slotted for Engineering includes the 20-year growth in what you're already seeing, so again that's already built into this and then the flex spaces offer that growth in addition to the 20-year horizon. Again, fourth floor is Administration, Finance and Human Resources, which balances out the program elements that are under one roof in this facility.

One of the things that the previous board was interested in is having a facility that aligned with this civic campus that we've talked about, but it didn't want to match this building specifically. And so that was really sort of the aesthetic driver. I'll go ahead and tell you in advance that our machine and screens render brick colors differently. We will certainly select those as a group at the time when we have

samples in front of us, but I don't want you to get too hung up on that brick is orangy or peachy, because the monitors tend to do a few things to distort those. Our intent is that we will be in a brick family somewhat similar to the context that we have here. Again, you see this is that sort of symmetrical façade that presents itself to the main entrance. You have the entrance canopy. This is a transitional architectural style and traditional design and brick detailing, but it has more openings, more windows, more glazing, which allows for that lighter open area or feeling on the interior. You can see that arcade feature on the right that I had mentioned earlier which is allowing accessible means of entrance from the sidewalk in and along the building into the main front door.

This is a view sort of coming down and turning the corner. This is the side entrance and really is a view of the plaza between what the new proposed building is and this is the back of the existing building here. There's a significant grade change between those two, but we were able to work in a series of terraced walls that allow for accessible movement from one facility to the other.

It's sort of an elevated view looking from the other directions headed south down 115. You can see there again the symmetrical façade, sort of the civic presence that the building commands on the site and again the four stories with the three-story bump outs on either end try to give the massing some relief as it moves to the fourth floor.

Another view from the parking lot giving you that scale of space between the existing facility and new and sort of how that ramping and activity and landscaping can work to connect those two spaces. And then as we begin to move inside, I think another one of the primary drivers was lights and airy interior and so you begin to see sort of what that would be like as you are coming in that front door and moving through the space, there's that entrance that's highlighted over there to move into the council chamber and then of course you can go up that stairwell up to Planning and so there's other functions on the second floor.

This is a view from the lobby of the second floor above there. This is where the Planning kind of primary interaction will happen, so there's some tables and some open seating out there available for informal meeting spaces and then last, but not least, the new chamber and we've already talked about its seating capacity. You can see in here some of the detailing and the accent of acoustical treatments, audio/visual, all the things that make this space function as it should to serve you all for many years to come.

That is the end of my portion of the presentation.

Mr. Bender said a lot of numbers have been discussed today. Honestly, probably more than I expected to go back to 2018. But this number in front of you now is the only number that doesn't have hypotheticals or well we think. This is your guaranteed maximum price. The Board, staff, they asked the Edifice team to go out build a 54,000 sq. ft. building under \$30 million all in. That's what we are presenting today. Our team worked over 18 months with subcontractors that got prequalified to give us the best bang for the buck. I can go into any number details if you need to, but right now we are presenting Edifice Construction value of \$26,150,029, when you add the owner's soft costs and the design fees and the preconstruction fees that you've already paid, it gets you right under.

We talked a little bit about the schedule earlier. I'm only here today to talk to you about the construction schedule that we have built with a third party schedule. This is what we are going to hold our subcontractors accountable for and this is what will be in our contract as far as timeframe. We are looking, if all permits in hand, approvals are done, mobilize on the site in March. We have a 18-1/2

month schedule. We'll be looking to substantially complete October 2025 with a final completion move in at the end of November 2025. We can discuss what happens in this building.....if you have any questions about it, staff's direction to us was we want everyone in this building to get into the new building and then we would revisit what can happen with the \$1.5 million. We have not put anything together because we just don't know enough yet. I know we're going to have some design questions, we're going to have some number questions, but we will open it up.

Mr. Williams said I was just going to add one thing. We also had a 10 percent minority women business enterprise participation goal on this project and we have more than exceeded that.

Commissioner Bergsman said I just have a few questions. The first one and it has to do with the slide you just had up, there's a line item that's approximately \$3.6 million for site work and courtyard. Can you talk about what is included under that? What does that encompass?

Mr. Bender said yes, we had a scope package that would include all earth moving, it would include demo, it would include utilities, storm water management, ponds, and then turning to sand filters later, paving, curb and gutter, striping, topsoil, then the planting and landscaping would be a secondary subpackage of....below that, so they don't have that. It does include the taps for utilities. It does not include system impact fees. The owner or developer usually pays those, the end user to Mecklenburg County.

Mr. Williams said the storm water going under the road and over here adjacent to Holbrook Park, we are pushing it across the road so it didn't wind up right in the middle of the entrance.

Mr. Bender said we do have two bores under 115 – one for storm and one for sanitary. That cost is associated in their number.

Commissioner Bergsman said the line items that are kind of marked as allowances, what would happen if the amounts were exceeded in all of those for the allowances, like if the costs were higher than the allowance.

Mr. Bender said if the cost goes over an allowance, it would be a change to the contract.

Commissioner Bergsman said so that's not very likely to happen.

Mr. Bender said correct. We set allowances based on what we have seen in a building like this or what the geo report says on how much unsuitable soil is onsite, so we take that, we quantify it, we put a number to it that the subcontractors give us. We feel that those numbers are in line with what we should expect.

Mr. Williams said there is an owner contingency as well.

Commissioner Bergsman said during the pandemic there was a big increase in backlogs and supply issues, labor shortages, all of that. Where do things currently stand on that front?

Mr. Bender said labor shortage is still down. I think you can see through reports, I think this summer there was a report out that 800,000 open construction employment jobs across the country. We are seeing material escalation and long lead times come back. We do have some longer lead times like generators and transformers that we work up front early to procure. We've already started doing that.

We are seeing things level. I can't say anything is getting cheaper or anything is getting done faster, but that's just kind of my opinion, but having these subs locked in ready to go to work knowing that they are going to get the subcontract is very exciting as they've allotted their manpower and time to do this project and we have them locked in currently.

Commissioner Walsh said I just have a couple of them, one of them is to follow-up on the allowances. If this is supposed to be a guaranteed maximum price, why aren't the allowances just locked in as some amount?

Mr. Bender said for the safety of just the unknown. It's that open idea of putting a number together that we've all sat around for 18 months and talked about, that we feel comfortable on where it's going to be. If someone was going to lock in an exact price but we don't know all the information yet, I feel like it would be irresponsible of us to put a higher number or a lower number in it. These are just our plug numbers that we've seen work day in and day out and that we've always tracked from the very beginning. As everything progressed, we just tracked those numbers the same way – permit allowances, unsuitable allowances. I don't think irrigation is an allowance. I think landscape and irrigation is locked in. DBA system, it's an allowance because you can't decide if you have to do that system until the building is up. We take what a square foot cost usually is, if it has to be one and the survey doesn't get there but again we can't even price that right now until we do the study. The study can't be done until the building is up. Signage allowance is just internally for us. Bobby has soft costs for signage for inside the building he's covering. If they don't get it or if there's something not ready, we put up temporary signage to get you moved in. If we don't use that, it goes back to the owner and then the only other allowance.....and then the town hall allowance.

Commissioner Walsh said some of them are fairly small, but it does seem if you are saying it's a guarantee whatever, so two years from now it could be \$2 million, \$3 million to do whatever here. And this is just a random one, I was looking at Attachment 3 and it looks like five things were or four things were rejected and one is pending. The one I just happen to look at is Alternate 4 add prefabricated sound panels at elevator surrounds. Is there some reason, like what does that mean?

Mr. Bender said there was a design for an alternate from the very beginning inside the elevators. There was additional acoustical panels around the elevator and we always separated that out as an alternate to find out what those are worth and if staff and the owners wanted to purchase those if they had the money for it. We broke it out. At that time we did not have the money for it. We decided to reject those.

Commissioner Walsh said so it's a money thing, so we're not going to have.....

Mr. Bender said it was an alternate – elevated finish that they wanted to know what that cost was.

Commissioner Hunt said can someone explain the discrepancy in the tax increase predicted by the town versus what the residents shared a while ago.

Ms. Huffman said when you say tax increase projected by the town, we're talking about the budget document that has the 5-year financial forecast in it. We do the financial forecast in Excel format and distribute that and I would say that 5-year forecast suggest that the 2 cent tax increase is ineffective and it effectively vets out that 2.8 cent tax increase recommended because if you look at the fund balance line item, off the top of my head fund balance would go from about a total of \$60 million over the next 5

years to about \$21 million. I would suggest that tells you that fund balance would be too low because you didn't raise the tax increase the recommended amount of 2.8 cents.

Mr. Roberts said I think what you are getting at is ultimately on the 5-year financial forecast we have all these projects in there. There's a whole wishlist that goes out. I think he even talked about \$235 million worth of projects. We're not going to do \$235 million worth of projects. A lot of those are out in future years, so what you'll see in this 5-year financial forecast are some of the projects that we're already funding. There may be projects in there we think we may fund, but that's a Board decision and also what comes up, too, is in that model we make assumption, but I don't know what a new reval will do. Look what a reval did this year. What'd we do, we lowered the tax rate and of course obviously if you had kept the tax rate the same it would have been a whole different picture, so when we are looking at those models we make some predictions, but once you get to these years where you have a new reval it's a whole new gamechanger.

Ms. Huffman said I discourage you from thinking of that 5-year forecast as five future balanced budgets because you are going to look at the budget every year and decide what you want to fund and maybe there will be some things you don't want to fund and so I would not bet 50 cents on that ending up being the total budget amount for that year. Facts and circumstances will change, interest rates will change. That will change our interest earnings estimate. Other entities will make property tax rate changes that will affect how much sales tax you receive, so that is a valuable tool, but I wouldn't necessarily take that as exactly what you should do and for the next five years it's what you could do.

Mr. Roberts said remember you have Jackie and Pattie, they're going to lowball the estimates on revenue. Revenue is hopefully going to go a lot higher than they project. You are going to spend less, that's typically what happens. That's why I know Jackie and them will choke me out after this meeting, but that's why we do so well. That's why they are good at what they do. There's no assumptions in there. I don't know what grants we're going to get next year and the following year, etc. We look at costs going up, we look at revenues, all that, so every year we refine that model, so it's just a tool that we use to look out in the future and continue to adjust each year depending on if the Board wants to hire more police officers, more firemen, do we build this road, that road, build this park, that park, etc.

Ms. Huffman said even when you fund a project in a future year, there are very few projects that you will complete in one year and so if it's a \$2 million or \$3 million project and it takes three years to complete, we'll show that funding in one year but it's not going to all come out in one year.

Commissioner Quarles made a motion to adopt the guaranteed maximum price proposal for the new Town Hall.

Commissioner Dumas seconded the motion.

Commissioner Walsh said I won't be voting for it obviously. I'm not against a new town hall nor am I against funding, but I think it's the wrong place and too much.

Commissioner Bergsman said I am supporting it in part because there have been multiple meetings in past years with public input and a chance for that. In my opinion, as I said earlier, it's just too far along in the process that the benefits of continuing to move forward outweigh the negatives of not moving forward.

Commissioner Dumas said I am in support of moving forward and adopting the guaranteed maximum price. I think in looking at both projects I prefer the first option and I would have gone with that if I had been in this seat prior. However, where we are at today and the money that has been spent and the hours and hours and hours that our amazing team has spent on it over the years, the rising cost in estimates, the space needed in order to grow for the future, I think that it's the right decision to move forward right now.

Commissioner Hunt said to reiterate this conversation has taken six years and we have the opportunity to bring closure tonight. If we want others to take us seriously and help us build a thriving downtown, then we need to show that we take ourselves seriously and make this decision and put it to bed. When we think about spending millions of dollars we don't think about the present, we think about the future and which one of these plans is going to best suit our future needs, I would say it's the path that we are on currently. I think the choice is clear we need to continue on this path for prosperity sake.

Commissioner Quarles said I salute you all who are voting for this and we cannot govern by fear tactics. We cannot govern by threats. The voters spoke loudly in November. I thank you all for moving forward. I truly believe this will save taxpayers' dollars down the road and again as Mayor Pro Tem said we must take it seriously and want the residents to know that we take it seriously. This is a tough decision, but it should have been decided years ago. We were put in a situation that we must govern and again I'm not the politician on the board. When I ran, I said I was a normal citizen. I will not talk like a politician or act like a politician, but one thing I will say is we will not be intimidated to make tough decisions.

Mayor Clark called for the vote to adopt the guaranteed maximum price proposal for the new town hall.

Motion carried 5 to 1, with Commissioner Walsh opposed.

Resolution – Town Hall Financing. Jackie Huffman, Deputy Town Manager, said the item you have before you tonight is consideration of a Resolution that will authorize staff to move forward with an application for debt in the form of a LOBs financing and limited obligation bond. That application will go to the LGC. We cannot issue debt without you authorizing an application to the Local Government Commission and that's what this represents. It does specify maximum amount of debt of \$32 million. As Mitch explained earlier based on discount or premium, the market right now would be a premium such that we would be issuing less than \$30 million in debt. Markets will shift based on international events and national events and things beyond your control that you never thought about. It'll shift. Hopefully it won't shift much from where it is. We expect a couple of items on the February 19 agenda. One would be terms that you will need to approve to send to the LGC in addition to the Edifice contract.

Commissioner Bergsman made a motion to adopt the preliminary findings resolution for the new town hall financing.

Commissioner Rivers seconded the motion.

Mayor Clark called for the vote.

Motion carried 5 to 1, with Commissioner Walsh opposed.

Resolution attached hereto as Exhibit No. 11.

Personnel Policy Updates. Lara Cagle, Human Resources Director, said you have in the agenda packet a draft of the Personnel Policy proposed revision. Generally, when we make changes to the Personnel Policy it's because of potentially a legal change, an organizational change or organizational shift and then what I call are kind of evolutionary changes. What we have in here, the first one is an organizational change. Bringing on the Fire Department requires that we make some updates to the policy to address their work period, their overtime thresholds, vacation, sick, holiday accruals, those kinds of things. The others are more evolutionary changes in my mind. There are items that we have in the policy now that just need a little more detail. Maybe we've grown, maybe we've had questions, we just need to go back and revisit some of those. I'm happy to go through all 60 pages or I'm happy if you have any questions to address those questions.

Commissioner Walsh made a motion to adopt the updates to the Town of Huntersville Personnel Policy. Commissioner Quarles seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Updated Personnel Policy attached hereto as Exhibit No. 12.

Resolution – Environmental Sustainability Committee. Emily Sloop, Town Attorney, said as directed by the Town Board, the Legal Department created a resolution to create the Environmental Sustainability Committee. I'm happy to answer any questions if there are any.

Commissioner Bergsman said the advisory committees are generally non-binding.....the recommendations that I make, I mean. Would this be the same, that all recommendations would come to the Town Board for approval.

Ms. Sloop said correct.

Commissioner Hunt made a motion to adopt the Resolution to create the Environmental Sustainability Committee.

Commissioner Walsh seconded the motion.

Commissioner Bergsman said I want to thank Mayor Pro Tem Hunt for all of her hard work on this and for staff's hard work. This is really important to me. Having the town put more time and energy into sustainability initiatives was one of the reasons that I wanted to run to begin with, so I am quite happy about this agenda item today.

Mayor Clark called for the vote.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 13.

Rules of Procedure – Environmental Sustainability Committee. Emily Sloop, Town Attorney, said similar to the resolution, as directed by the Town Board the Legal Department did draft Rules of Procedure for the Environmental Sustainability Committee. Understand that there are some potential

changes that the Town Board may decide to include in these Rules of Procedure including adding 3-year staggered terms and having three of the seats come up for reappointment at a time. Those are all changes that we can make as long as they are included in the motion.

Commissioner Bergsman said not a question, but I did have a suggestion to add to Article 1 in the priority bullet points to include an equity priority as well.

Ms. Sloop said correct, and I wasn't sure which version of that bullet that you all decided on, so I was going to leave that to you, but I believe that some proposed motion language did go out.

Commissioner Bergsman said the language that I was suggesting was to put an Option E to say addressing environmental inequities and community resilience.

Commissioner Hunt made a motion to approve the Rules of Procedure for the Environmental Sustainability Committee with the following changes to be made by staff: (1) Update the membership composition to reflect 3-year staggered terms of service with three of the initial appointment terms expiring at a time; (2) Update Article 1, Section 1, to add Subsection E to include the additional priority of addressing environmental inequities and community resilience.

Commissioner Rivers seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Rules of Procedure attached hereto as Exhibit No. 14.

Public Comment Protocol Discussion. Commissioner Quarles said I just wanted to discuss the protocol for public speaking. We have these forms that the residents or citizens fill out when they come and want to speak before the members and right now the information that's captured on here is the name and complete address and we want to address or change it to where they do not have to speak their complete address once they get to the podium because the information is already captured and it's a public record that if someone wanted a copy or get their address, they can request that from staff. I must add there is no state statute stating that we must have them give their complete address.

Commissioner Bergsman said I've spoken to a few residents not necessarily since I've been sworn in but just over the years and there are folks out there who aren't comfortable speaking during public comments because we require them to provide a personal address and when we are looking to, at least I personally am always looking for ways to increase citizen engagement and civic engagement, and it seems like a small little change that we can make. It doesn't cause any harm, If we want to know where someone lives in relation to a project, we can refer to the paper that they fill out, so that was my reason for supporting Commissioner Quarles on this one.

Commissioner Walsh said you are saying no address. Would it be possible to say I'm Nick Walsh and I live in Huntersville?

Commissioner Quarles said that is correct, you could say Nick Walsh, I'm from Huntersville, but you don't have to say I'm Nick Walsh from 101.....

Commissioner Walsh said correct, but they would still identify at least the town.

Commissioner Quarles said absolutely.

Commissioner Walsh said what do our fellow municipalities do around here?

Commissioner Quarles said Cornelius, Davidson and Mecklenburg County Commissioners do not require that information.

Mayor Clark said I can add that the Lake Wylie Marine Commission and Lake Norman Marine Commission also do not require that information.

Commissioner Dumas said I just was going to add that over the 11 years that I've lived here there have been times where I had considered speaking, but was intimidated by the idea of publicly stating my address. I didn't realize it was an option that we could change that and I'm definitely in favor.

Emily Sloop, Town Attorney, said you all can take a straw vote to direct staff to update the Public Comment and Public Hearing Policy. We will have to update that policy and bring it back for an official Town Board vote.

Mayor Clark called for a straw vote on updating the Public Comment protocol.

The consensus was to direct staff to update the Public Comment and Public Hearing Policy and bring back to a future meeting for a formal vote.

CLOSING COMMENTS

None

There being no further business, Commissioner Quarles made a motion to adjourn. Commissioner Rivers seconded the motion. Motion carried unanimously.

Commissioner Dumas Second.

OTHER BUSINESS

CLOSING COMMENTS

Approved this the _____ day of _____, 2024.

DRAFT

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Catherine Cook, Administrative Assistant

Date: March 4, 2024

Subject: Approval of Minutes - February 8 and 9 Town Board Planning Workshop

EXPLAIN REQUEST:

Consider approving the minutes of the February 8 and 9, 2024 Town Board Planning Workshop.

ACTION RECOMMENDED:

Approve

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Planning Workshop Minutes - 20240208

TOWN OF HUNTERSVILLE
TOWN BOARD PLANNING WORKSHOP MINUTES
February 8 and 9, 2024
Graylyn Estate
1900 Reynolda Rd, Winston-Salem, NC 27106

DAY ONE – FEBRUARY 8, 2024 – 8:30 A.M.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Mayor Pro Tem Jennifer Hunter; Commissioners Alisia Bergsman, Amanda Dumas, Edwin Quarles, LaToya Rivers, Nick Walsh

Mayor Clark welcomed everyone to the Retreat.

Town Manager Anthony Roberts reviewed FY25 goals. *Refer to Exhibit No. 1.*

Planning

Brian Richards, Planning Director, provided an update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 2.*

- Growth / Development Trends (population projections, permit data)
- 2040 Community Plan – implementation update
- Downtown Plan
- Mobility Plan
- Potential Text Amendments

Mayor Clark called for a recess.

The Town Board reconvened.

Human Resources

Lara Cagle, Human Resources Director, provided an update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 3.*

- Staffing Overview
- Comp & Class Study
- Safety & Risk Management
- Growth

Lake Norman Economic Development Corporation

Ryan McDaniels, Executive Director, provided an update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 4.*

- Purpose, Resources & Project Activity
- Workforce Development

Mayor Clark called for a recess.

The Town Board reconvened.

Public Works & Engineering

Kevin Fox, Public Works Director, provided update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 5.*

- Powell Bill Funds
- Fleet Services Update
- Public Works Staffing

Stephen Trott, Engineering Director, provided update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 6.*

- ADA Sidewalk Update
- Projects Completed in 2023
- Road Projects Underway
- Town Sidewalk Projects Underway
- NC DOT Projects

The Town Board recessed for lunch.

The Town Board reconvened.

Public Works & Engineering (Continued)

Stephen Trott provided update on the following.

- Future / next CIP Roadway Projects

Mayor Clark called for a recess.

The Town Board reconvened.

Police

Barry Graham, Chief of Police, provided update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 7.*

- Recruiting & Retention
- Workload Analysis
- Magistrate & Victim Advocate / DV Update
- FY25 Budget Impact

Huntersville Family Fitness & Aquatics

Zach Brown, Executive Director, provided an update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 8.*

- Facility Impact
- Membership Rates
- CIP

Mayor Pro Tem Hunt asked if Mr Brown had comparisons to other local fitness facilities and Mr Brown said he will provide that to the Board.

There being no further business, the meeting was adjourned.

DAY TWO – FEBRUARY 9, 2024 – 8:30 A.M.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Mayor Pro Tem Jennifer Hunter; Commissioners Alisia Bergsman, Amanda Dumas, Edwin Quarles, LaToya Rivers, Nick Walsh

Mayor Clark and Town Manager Roberts welcomed everyone to the Retreat.

Public Works & Engineering (Continued)

Stephen Trott provided update on the following.

- Future / next Sidewalk Projects

Communications

Ethan Smith, Public Information Officer, provided update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 9.*

- Assessment
- Improvements and Current Efforts
- Planning Ahead

Mayor Clark called for a recess.

The Town Board reconvened.

Information Technology

Larry Davis, IT Director, provided an update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 10.*

- Projects
- Camera Update
- Support Update / Staffing

ElectriCities

David Lucore, ElectriCities Manager, provided an update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 11.*

- Capital Outlook

- Substation Update
- Solar Alternatives
- Technology / Service Enhancements

Commissioner Bergsman requested a current residential rate comparison between the three providers in Huntersville and Mr. Lucore will provide it to the Board.

Parks & Recreation

Michael Jaycocks, Parks & Recreation Director, provided an update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 12.*

- Prior Year Statistics
- Master Plan & Survey Results
- Recently Completed Projects
- Current Projects

The Town Board recessed for lunch.

The Town Board reconvened.

Finance

Pattie McGinnis, Finance Director, provided an update on the following. *Refer to PowerPoint attached hereto as Exhibit No. 13.*

- Fund Balance
- Debt Schedule
- Budget Calendar
- Five Year Financial Forecast
- Other Items

There being no further business, the meeting was adjourned.

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Janet Pierson, Town Clerk

Date: March 4, 2024

Subject: Approval of Minutes - February 19, 2024

EXPLAIN REQUEST:

Consider approving the minutes of the February 19, 2024 Regular Town Board Meeting.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**February 19, 2024
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:15 p.m. on February 19, 2024.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

Fire Department Update. Fire Chief Jim Dotoli provided an update from the Fire Department. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Staff requested direction from the Board on offering part-time employment to current Huntersville Fire Department, Inc. employees. According to a survey, 78 percent of the Huntersville Fire Department, Inc. employees are interested in changing to a Town employee. If the Board is agreeable, staff will prepare a budget amendment to fund those positions for the remainder of the fiscal year. It was consensus of the Board to direct staff to have budget amendment on the March 4 agenda.

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

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on February 19, 2024.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS

Main Street Project Update

- Pedestrian crosswalks remain closed.
- Traffic signal is fully operational.

- Please use roundabouts correctly and safely.

External agency funding requests are due by March 1, 2024.

Spring 2024 session of Huntersville 101 starts March 13.

Parks & Recreation Survey is live.

Ways to connect with us – website, social media pages, Town of Huntersville app.

PUBLIC COMMENTS

Mayor Clark reminded everyone to adhere to the Public Comment and Public Hearing Policy when addressing the Board.

Melissa Easley, Charlotte-Mecklenburg Board of Education District 1 Representative, provided update on ESSER funds and bond projects.

Mayor Clark proclaimed February as Black History Month.

Town of Huntersville Proclamation

WHEREAS, in 1976, Black History Month was formally adopted to honor and affirm the importance of Black history throughout our American experience, which dates thousands of years and includes some of the greatest, most advanced and innovative societies that we can all draw inspiration from; 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 Huntersville Board of Commissioners takes pride in recognizing February 2024 as Black History Month, celebrating the many notable contributions that people of African descent have made to our community, state, and country; and

WHEREAS, the omission of much of the history and contributions of Black people 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 Black people vital to the core beliefs and values of this society; and

WHEREAS, Black people living and working in Huntersville— from the time of legalized slavery to the present day — have shown a steadfast determination to live freely and equally and to press the town and the community to make manifest an equitable Huntersville where race is not a determining factor of outcomes; and

WHEREAS, the contributions of Black people 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.

John Foster said I'm a resident of Huntersville and I'm also a small business owner in the town of Huntersville. First of all, I'd like to thank the Board and the Mayor and the staff for the job that you all diligently do every month. I wanted to take a few minutes to talk about a few things that you guys have accomplished and have done and some things that you are currently working on. First of all, just the

time and energy that you all put in I want to say that you are to be commended. It's not an easy job and it's a very time-consuming job, so thank you all for what you do. I'd also like to thank you for making a very hard decision at the last meeting in approving to move forward with the development of the new town hall behind us here. The previous two boards failed to make the hard decision to go ahead and approve building and constructing a new town hall which we dearly need. Also, I would like for you all to take a close look, if there's any way possible, I know there was a parking garage that would potentially be done at some point down the road or either done at the same time. When you look at the cost of construction by passing that project down the road for two years or five years, I think we'd be better off when we look at what it would take to do it now and go ahead and do that. It's obvious we're going to need it, so we just need to really go ahead and seriously think about doing that at this same time also. In addition to that, the great piece of land that the Town owns right in front of Discovery Place Kids, I really hope that we can take a serious look on trying to find a partner to help us develop that piece of land and also we can control what's going to go there. Thank you all for the hard decision on approving the fire department being a full-time position and also remember to do a great job and for us to continue to have the success and the enjoyment that we need, at some point you are going to have to raise taxes. Don't have a fear there. For us to enjoy the life that we've been able to have in Huntersville, it doesn't come free, so remember that. Make the hard decision on everything you all are doing and thank you for the job that you are doing.

Janelle Harris, 14111 Holbrooks Road, said when watching the streaming of the Town retreat and seeing some updates on social media, I'm compelled to come and speak regarding Pottstown infrastructure. Mababu Live along with prominent other non-profit organizations with ties to that community wrote letters regarding the Rebuilding American Infrastructure and Sustainability and Equity, also known as the RAISE grant funding. We are still strong proponents of the funding and do hope the Town will reapply. We also are happy to appeal to more organizations and residents in hopes that it will push us from being in good standing to being granted the funds for Pottstown. As a resident I'm becoming increasingly concerned about road closures and prolonging the road connections. Knowing the railroad is requiring either the road closure of Dellwood Drive or Gibson Park crossings and the delaying of the Church Street Connection to Dellwood and Holbrooks, the traffic on Holbrooks Road is already very congested and we are starting to wonder where we are going to go. Furthermore, please do not allow the sidewalk progress on Dellwood Drive and Central Avenue to be shelved due to avoiding compensating landowners for their right-of-way use. Every time I speak to a resident and ask them why they are not jumping at the chance of seeing this project come to fruition, the consistent response is that we are a long-standing neighborhood and that there has never been so much concern about bringing sidewalks into our community until newer developments came. And seeing the taxes and cost of repairs and expenses rise exponentially, I have to agree. So now is the time to regard these facts and use those RAISE funds to fairly acquire the land needed for these projects. The current efforts made by the county to spruce up Pottstown via the Torrence Lytle and Pottstown Park meetings we will truly need the Town to stay in stride with our infrastructure and safety and preferably begin at the \$8.7 million to contribute in doing so.

Christine Wolak, 14114 Whitney Hodges Drive, said something racist was said at the last Town Board meeting two weeks ago and I just wanted to point it out and hope that we can stop this. There was an item, R23-06, on the agenda, a proposal to rezone a property to accommodate a small office that included outdoor recreation. During the public comment section of the meeting a resident said that he was against the rezoning and said something about basketball and not knowing what that would bring up from Charlotte. This is a racist dog whistle for young black men. This resident felt comfortable using this dog whistle out loud in public on the public record in this forum and indeed he was not challenged. This is not acceptable. It's not acceptable to me and it shouldn't be acceptable to the Board.

I ask the Board to be more proactive in identifying and addressing racist or other discriminatory language in public comments. Prior to today the public comment policy only said that the speaker must be civil and courteous and not use personal attacks. It didn't address racism or other ism's. I saw that they've been updated. I applaud the Board's speed in reviewing the language and updating the policy to cover this kind of language. I hope that going forward this and other public meetings will feel more inclusive and be more productive because of this change.

Anna Rubin, (Jon Eury deferred his 3 minutes to Ms. Rubin), said I do want to say thank you for updating the public comment standards and for discussing those today because I think it's a privilege to come and talk to the Board and share our concerns and comments, but it certainly should never be a platform for some of the circuses that have occurred over the last year. I appreciate that you are allowing the opportunity for public comment, and I expect everyone to be respectful, but I appreciate you emphasizing that a little bit.

Thank you for my time to talk today about the Rezoning Petition R23-11. I know I discussed my concerns at the public hearing and then I attended the Planning Board meeting and discussed my concerns again, then I sent you all a letter and discussed my concerns a third time, so I probably should just shut up and sit down, but I just wanted to reiterate one more time tonight how important I think the decision that you are making is setting precedent along that corridor. That area is a town core, it's a community core in the 2040 Plan and that is a combination of a town core and a business center. I think the decisions that you are starting to make about that are going to set precedent for how that whole area is going to be developed.

I don't have any problem with what's going in that area. I have a problem with the waiving of the buffers. This area, the Dove family has owned for as long as I have lived here, almost 20 years, and I know they owned it way before I got here. They have every right to sell that property and make the highest profit possible. But it's not a violation of their right to uphold the Town's ordinances and site design and architectural standards. You can do both. They can have the right to sell it, but we can also uphold the standards that we have put in place to protect the community.

If this property is sold to Morningstar, by right they can erect a three-story building like they are erecting, but by right it needs to sit 80' from McCord Road, it needs to sit 80' from 115 and it needs to sit 80' from the property to the south. The rezoning petition tonight is just about the south side because there's been an assumption that buffer zone to the north and to the west should be automatically waived. The decision to waive that is based on Article 4, Standards B and C, and I believe it's an inaccurate and it's a subjective decision that's been made and there's too many variables for Town staff to just simply waive it. I think that's a decision that is the Board's and the Board's alone to make and that the decision you are making tonight to rezone also includes the full site plan for this Morningstar development and so we can rezone the back part, but you need to uphold those standards because Article 4 has four parts and the parts that were used to waive it are Parts B and C, but Parts A and D were completely disregarded and I'm going to read those. A and D indicate that the structure to waive those buffers that the structure should perpetuate the unique building character of the environment, should be compatible to the historic architectural vocabulary of the area in their massing, should be designed to form a part of the larger composition of the area and that adjacent buildings should be of similar scale and configuration.

The proposed development does not meet the standards and the required buffer yard should not be waived. This is a massive three-story 103,000 sq. ft. building that as proposed will sit 28' from McCord

Road and 28' from Highway 115 and that will tower over the small corner of this town. The proposed building is not neighborhood serving. It's not consistent with the building character of this area and it is not similar to adjacent buildings. The sites that sit directly north and east are industrial and warehouse in nature, but they are not gigantic buildings towering over the road. If you look at the church to the west side off of 115, it sits way back 80' from the road. It doesn't tower over that corner. If you look at 84 Lumber that sits directly to the east, if you drive by that you barely know it's there. That's because it sits 80' from the road because the board upheld the buffer yard standards when it approved it being built there. Even if you think of the warehouses that were just approved to be across the street on McCord, they are planned to be sitting 80' from the road. My question is why are those buffer yards upheld and this one not being upheld. The only thing that's going to cover the massing of this building is the buffer yards and that's why those buffer yards are in place. That's the whole reason the town put them there, not to waive them automatically but because in places like this those, buffer yards are needed. So please uphold these buffer yards when you look at this tonight. The city can provide full relief of those, but this building does not align with the requirements of Article 4 that would call for that. Again, the only thing that will break up the massing of this development is the buffer yard. I think we want to be able to have this property sold, I have no objection, but let's do it reasonably.

Ashley Wiley, 12435 Treasure Cove, said I'd like to come to you tonight to tell you my last experience with Huntersville Police was positive. I know I have asked you for assistance in that matter and I wanted to let you know it was good. That is amazing to be able to stand up here and tell you it was good. I have good relationships there, I want to keep those relationships good, and thank you for your assistance. Also, the next thing that I would like to bring to your attention is CMS. Our schools, they need help. We were told that they were going to be completed a lot faster than 2028 for North Meck. We don't even have a start date yet for Huntersville Elementary and I don't know if you all have noticed but when it rains, it rains through the ceiling in Huntersville Elementary. Also, they're not running that weapons detection and violence system appropriately. Kids are figuring out the holes. I've told them where those holes are. They are not fixing it. They are not doing anything about it. If anything, they are making the problem worse. Drugs are getting in. It's bad. You are not getting told the full truth about how bad it really is. It is horrible there. We've already had quite a few kids overdose and CMS has still yet to even respond about that. Granted they got the Narcan, but still. The last incident at North Meck thankfully Huntersville intervened and did get the weapons but there's going to start being more of that. They are not doing it right, I have told the COO, I've told CMS Police Chief multiple times, Chief Graham I assure you has probably tried to tell them hey, what's going on here. And I don't know if you know this, but we can't see inside of CMS police's computer database. They can see in ours, but we can't see in theirs. That's concerning. There's a new lawsuit also that states that they were discouraging reporting sexual violence and assault. They are discouraging that, and I come to you tonight to hopefully to come together so that way we can get to the real root of this issue. We can figure it out and hopefully we can help. If they can't work together with us as a community then we need to show them how a community can work with them, but we need to do this for our kids. Our kids are our future and they need help.

AGENDA CHANGES

Commissioner Walsh made a motion to adopt the agenda.

Commissioner Hunt seconded the motion.

Motion carried unanimously.

CONSENT AGENDA

Resolution – Main Street Landscaping Contract. Commissioner Rivers made a motion to adopt Resolution to accept the Main Street Landscaping Contract. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 2.

Budget Amendment – Grant Funds from State. Commissioner Rivers made a motion to 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. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Budget Amendment – Fire Services. Commissioner Rivers made a motion to 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. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Budget Amendment – Insurance Proceeds. Commissioner Rivers made a motion to 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. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Property Tax Refund Report. Commissioner Rivers made a motion to approve property tax refund report from Mecklenburg County. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Property Tax Refund Report attached hereto as Exhibit No. 3.

Public Comment and Public Hearing Policy Amendment. Commissioner Rivers made a motion to approve amendments to the Public Comment and Public Hearing Policy. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Amended Public Comment and Public Hearing Policy attached hereto as Exhibit No. 4.

PUBLIC HEARINGS

Street Name Change Petition. Mayor Clark called to order 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, Planner I, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 5.*

The applicant is looking to rename University City Church Drive to Ambassador Christian Way. The street is an access street to the new Ambassador Christian School campus. The street name change is to avoid confusion and assist travelers.

Planning staff recommends approval based on the petition meeting the criteria set for in §97.03 of the Code of Ordinances.

OTHER BUSINESS

Street Name Change Petition. Street Name Petition, University Church Drive, is 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.

Commissioner Quarles made a motion to approve the Street Name Change Petition to change University City Church Drive to Ambassador Christian Way, a length of 0.14 miles beginning at Sam Furr Road and dead ending.

Commissioner Walsh seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Petition #R23-11 – Morningstar Storage. Petition #R23-11 is a request by 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, Principal Planner, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 6.*

This is a conditional district rezoning for a rezoning from Special Purpose and Highway Commercial districts to Special Purpose – Conditional District. Some of the updates from the public hearing, during the second review of this plan the storm water BMP that you see on the grading plan was actually within the 66' proposed buffer. Per staff comments and Planning Board conditions, that BMP has now moved to underground detention in the parking lot. That allows for the full 66' buffer to have vegetation in it.

The second item updated is the applicant has agreed to solar panel incorporation and native plant incorporation into the site plan as conditions for approval.

The third item, on the public hearing there was a four specimen tree tree-save. Through review of the plans, the applicant has determined that the fourth tree, which is a 52" oak tree, will not be able to be saved which makes the tree-save for specimen trees meet the minimum of 30 percent, so three specimen trees out of ten will be saved per the plan.

As far as staff recommendations go, as far as Land Use Policies LU-5.1 and T-5.1 set forth in the 2040 Community Plan, staff believes that the applicants have shown that they do meet those items which are specific to site design and architectural standards of the building, however we believe that the envisioned uses set forth in the 2040 Plan, specifically LU-1 and 6.3, have not been obtained by the

proposal. However, three of the four acres are currently Special Use district for zoning so the acquisition of the fourth acre to accommodate the buffer yard, staff believes it is appropriate for the rezoning, with the conditions that the proposal has for a 66' buffer. Through site design and staff reviewing of the plans, we believe that the 66' buffer meets the intent, which is the amount of plantings that would have taken place in the 80' buffer can be met, and that any other minor staff comments through review.....we are on the third review cycle, so there are a couple of minor staff comments that still may need to be addressed.

From the Planning Board meeting, the Planning Board did recommend approval 8-1, with the condition that the BMP is moved out of the buffer area and put into the underground system of the parking lot and that any minor staff comments are corrected.

Commissioner Hunt said can you or Jackie talk about the tax revenue from sales tax and property tax?

Jackie Huffman, Deputy Town Manager, said I would say the property tax impacts would be the change in what the property is valued at today and what it would be valued at at full build-out. Our current tax rate is \$0.1760 per \$100 of assessed valuation, so that increased value is how the Town would benefit. Do recall that the tax bill is also going to have a county component on it as well. For purposes of sales tax, the most recent information that we have is that storage units are not subject to sales tax.

Commissioner Walsh made a motion to deny the Rezoning Application R23-11. In considering the proposed Rezoning Application R23-11, Morningstar Storage, the Town Board denies the application based on the plan being inconsistent with the envisioned uses set forth in the 2040 Huntersville Community Plan Sections LU-1 and LU-6.3. It is not reasonable and not in the public interest to approve the rezoning plan because this development would not have a large employment base or match the encouraged development pattern or small scale or neighborhood serving commercial uses.

Commissioner Quarles seconded the motion.

Commissioner Bergsman said I went back and forth on this one a lot. I went out to the site. I met with the current property owner, and I fully respect his rights as an individual to sell his property. For me this came down to mainly two things and that's the size of the building in that location on that lot and what was on the Staff Report that it's not consistent with the envisioned use. I do support the denial, but I just wanted to kind of explain where I was at.

Commissioner Walsh said in and of itself it's probably not a bad plan, but I don't think we need any more storage units along Old Statesville Road. It's a very visible corner and I think something like a restaurant, retail, or some other commercial use that would more broadly benefit the surrounding communities would be in order. I just think we could do better on that corner.

Mayor Clark called for the vote.

Motion carried unanimously.

Petition #R23-10, Commercial Communication Tower. Petition #R23-10, Commercial Communication Tower, is 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, Planner II, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 7.*

The applicant Berkley Group and Property Owner Greenway Recycling are proposing to rezone 6 acres of TR and NR to Special Purpose with conditions for a commercial communication tower. The Vermillion subdivision is located to the north of the site, the landfill to the east and south, and vacant and residential properties to the west. I do want to point out a correction on the Staff Report. The applicants had made a change to their tree save – 100 of the 120 specimen trees will be saved, which is 83 percent, and the district requires a 30 percent specimen tree save.

The Planning Board met on January 23 and recommended approval with a vote of 9-0. Staff recommends approval because it is considered a public utility that helps communication coverage for both the general population and emergency services. We also recommend that a condition be added that all outstanding minor staff comments are addressed.

Commissioner Bergsman made a motion to approve Petition R23-10 to rezone approximately 6 acres for a commercial communications tower. In considering the proposed rezoning petition the Town Board recommends approval based on the petition being consistent with the Huntersville 2040 Community Plan Policies PS-1, LU-1 and the Holbrooks Road Corridor Plan. It is reasonable and in the public interest to approve the rezoning petition because it is consistent with the envisioned use and development pattern set forth in the 2040 Community Plan, Holbrooks Road Corridor Plan and in keeping with the spirit of the ordinance. All outstanding planning staff comments shall be addressed by the applicant.

Commissioner Hunt seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Petition #TA23-06. Petition #TA23-06 is a request by the Huntersville Planning Department to amend the Zoning Ordinance to comply with House Bill 488.

Nathan Farber, Planner II, entered to the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 8.*

Petition TA23-06 is a text amendment to comply with House Bill 488 regarding changes to the NC Residential Code, alternative pavement design standards within developments, and updates the increased threshold for requiring a GC license for construction work.

On October 6, 2023, the Huntersville Ordinances Advisory Board recommended approval by a vote of 4-2-1 with a recommendation that staff further review language related to items listed that generally require a building permit. Staff did look into this further and determined that the original language was sufficient.

The Planning Board met on January 23, 2024 and made a motion to recommend approval with a revision to Section 3.1 and that motion was approved. Planning staff recommends the original language that staff presented.

Planning staff recommends approval based on consistency with all policies of the Huntersville 2040 Community Plan and compliance with state statutes.

Commissioner Hunt made a motion to adopt TA23-06 as drafted by staff to comply with House Bill 488. The proposed amendment is consistent with the policies of the 2040 Community Plan and state statutes.

Commissioner Dumas seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Petition #TA23-07. Petition #TA23-07 is 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, Planner I, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 9.*

In the previous Zoning Ordinance we had several images showing different types of street networks. In 2018 those images were removed with the adoption of the Engineering Standards and Procedures Manual which replaced these images. The proposed ordinance change is to remove irrelevant text from Article 12 Definition of Interconnected that refers to those images.

Commissioner Rivers made a motion to approve TA23-07, a request by Planning Staff to update Article 12 of the Zoning Ordinance. In considering the proposed text amendment, the text amendment will provide clarification to the language of the Zoning Ordinance and is consistent with the 2040 Comprehensive Plan policies.

Commissioner Walsh seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Huntersville Ordinances Advisory Board Appointment. Consider appointing one 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)

Mayor Clark called for nominations.

Commissioner Bergsman nominated Kathy Jones.

Commissioner Quarles nominated Kathy Jones.

Commissioner Hunt nominated Kathy Jones.

Commissioner Dumas nominated Kathy Jones.

Commissioner Walsh nominated Kathy Jones.

Commissioner Rivers nominated Kathy Jones.

Commissioner Dumas made a motion to reappoint Kathy Jones to the Huntersville Ordinances Advisory Board.

Commissioner Bergsman seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Resolution – Approving Installment Financing. Pattie McGinnis, Finance Director, said what you have before you is the final Resolution of the terms of the limited obligation bonds. This document authorizes the staff to execute the document. The terms will be 20 years and the net proceeds will be \$30 million. The interest rate will be set by the LGC on March 6.

Commissioner Hunt made a motion to adopt the final Resolution that authorizes the Limited Obligation Bonds statement and executes the Debt Contract and the Deed of Trust for the new town hall.

Commissioner Quarles seconded the motion.

Commissioner Walsh said this evening there will be two votes solidifying the building of a new town hall. While there is no dispute that we need a new building, I will not be supporting it. As I said during the last meeting, I'm not opposed to a new town hall. This one is just too expensive. About three years ago the town board that I was a part of then sat out to look at options for a new town hall. Without going into all the details, there was a public engagement process and we reviewed multiple options. Ultimately a \$14 million solution that would have provided immediate and long-term needs was agreed upon. Funding for this option was discussed and considered. We were going to sell three existing Town properties including the current town hall for about \$5 million. That would leave us with about \$9 million to finance. For some inexplicable reason the last town board decided to scrap that plan and move to build their \$30 million Taj Matownhall. On the evening of September 6, 2022, a commissioner made a motion "to approve and fund Option 4B." While the build directive to staff was clear, there was no explanation on how to fund it. Tonight, this Board bears the burden of directing staff to borrow \$32 million to fund a new town hall building. During that same year when the previous board created this \$32 million expense, they cut the tax rate. That's right, they created that while cutting the tax rate. Let me be clear tonight that is going to be paid for by the taxpayers of Huntersville. There will be no choice but to raise taxes in the budget this spring to pay for our new \$32 million town hall building.

Commissioner Dumas said I just want to revisit the numbers as I understand them - \$14 million or \$16 million I've heard in regards to the first town hall plan. And then an estimate today if we were to go back to that plan is \$22 million, with a delay of potentially two years before we break ground and an unknown of whether that \$22 million could potentially could go up. The original plan wasn't a bad plan. I would have been in favor of it back then, but we are where we are at today. We have an opportunity to have a town hall that suits all of our needs for a long time and yes, it is expensive. We are where we're at. We're in a tough situation. I probably would have preferred the last design and expense, but I will be voting in favor of this today as it is \$2 million already spent and multiple hours, so many hours spent on this.....moving forward three years of delay with constant increase in expense, I will be in favor of this.

Commissioner Hunt said I heard Commissioner Walsh say that some people wouldn't be questioning that we need a new town hall, but I have heard people question that, so I wanted to address that briefly. I'd encourage anyone who thinks we don't need a town hall to come take a tour of this space. It's 8,000 sq. ft. Folks who question whether we need 54,000 sq. ft. in the age of remote work should know that only a tiny fraction of employees work remotely. Town employees make Huntersville run and without their dedication and professionalism nothing would get done. We need to treat them like professionals and give them and future employees an appropriate place to work that doesn't shuffle them around from cubicle to cubicle like furniture. If someone is still skeptical about the need for a new town hall, I would encourage them to come to a board meeting when a topic of interest is on the agenda and see that residents are sitting in the lobby because there isn't enough space. If we want people to be involved and engaged in this civic process and the current atmosphere is not conducive to that, a new town hall is essential and the longer we wait to move forward, the more dire the situation becomes. If we continue to delay action, we will need to make emergency accommodations costing everyone more time and money. We have heard that people will only invest in our downtown once the town hall issue is settled. The plan to build in town center is predicated on hypotheticals that cost more time and money due to the unknown. However, the plan before us is fully flushed out and has no unknown variables. A vote to delay and go back to the previous plan which is no longer an option but if we did, that would just hinder our progress. Previous boards have delayed progress enough and I am unwilling to do that. I want to see our downtown thrive, so I support moving forward with the current plan.

Commissioner Quarles said it was said from the dais that the previous two boards failed to move forward and we also heard the same during public comments. We do have to make tough decisions and taxes should have been raised sometime ago. This decision should have been completed sometime ago. We need to move forward with a 50-year plan. This new town hall will have a 50-year lifespan. I don't think any of us will be here in the next 50 years. I think it's being good stewards if we move forward and not prolong this and pass it on to further boards in the future, so I will be making a tough decision this evening and supporting this.

Commissioner Bergsman said for me it's about moving forward. I'm not here to criticize or get in a big debate about what previous boards have done. Those decisions have been made and I personally feel that it's best for our community to continue to move forward with this particular decision, so as I've said at our past meetings and tonight, I support that. I don't remember who was at our planning retreat or our last meeting, but our Town Manager had mentioned that we're out of space for staff. And you came up with one idea that maybe we have room for someone that could fit out in the lobby off to the right. So just as you are leaving tonight, I want you to take a look at that space. Talking about we don't have enough room for our residents to come and sit in at meetings, we also don't have enough space to add to our staff as our community continues to grow.

Commissioner Rivers said as a native here growing up I remember this space being our local post office and it was already a small spot then where people could not even park. There was not available parking spots. When this town hall was created, it was created for that time. But what we have to look at is the now and the need for the now. I am in favor of this project. I think it is important. I think that we need to have our staff together and like many of my colleagues have said coming into our meetings not having enough space, people sitting outside, that's not good customer service for our constituents and for our residents, so I am in favor of this project.

Commissioner Hunt made a motion to adopt the final Resolution that authorizes the Limited Obligation Bonds statement and executes the Debt Contract and the Deed of Trust for the new town hall.

Commissioner Quarles seconded the motion.

Mayor Clark called for the vote.

Motion carried 5 to 1, with Commissioner Walsh opposed.

Resolution attached hereto as Exhibit No. 10.

New Town Hall – Construction Contract. Emily Sloop, Town Attorney, said you have in your agenda package a construction contract that incorporates the previously approved GMP for the project.

Commissioner Quarles made a motion to approve the construction contract for the new town hall project with Edifice LLC.

Commissioner Rivers seconded the motion.

Mayor Clark called for the vote.

Motion carried 5 to 1, with Commissioner Walsh opposed.

Contract attached hereto as Exhibit No. 11.

CLOSING COMMENTS

Commissioner Bergsman provided update from Visit Lake Norman.

Commissioner Quarles reminded everyone that primary early voting has started and ends on March 2.

Commissioner Rivers announced the Pottstown Heritage Group will host their first annual fundraising event – Flannel and Fun Chili Cook-off at 760 Craftworks on February 24.

In honor of Black History Month I wanted to leave everyone with this thought by the great Desmond Tutu – “My humanity is bound up in yours, for we can only be human together.” How good and pleasant it is when brothers live together in unity. We all live with objective of being happy, our lives are all different and yet the same. Sticks in a bundle are unbreakable.

There being no further business, Commissioner Dumas made a motion to adjourn. Commissioner Bergsman seconded the motion. Motion carried unanimously.

Approved this the ____ day of _____, 2024.

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: March 4, 2024

Subject: FY 2024 Audit Contract

EXPLAIN REQUEST:

The Town bid Audit Services in FY 2023 and Martin Starnes & Associates was selected. This is the second year of the agreement. Staff recommends that we re-engage Martin Starnes & Associates for the 2023-2024 Financial Audit.

ACTION RECOMMENDED:

Approve Audit contract

FINANCIAL IMPLICATIONS:

As provided in the budget, honor contract amount.

ATTACHMENTS:

1. Town of Huntersville - 2024 Audit Contract

The of and	Governing Board Board of Commissioners
	Primary Government Unit Town of Huntersville, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Pattie McGinnis

Finance Director, Town of Huntersville

pmcginnis@huntersville.org

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

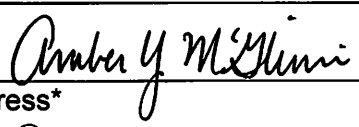
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Huntersville, NC
Audit Fee (financial and compliance if applicable)	\$ 46,800 (\$43,300 audit + \$3,500 single audit for up to 2 programs)
Fee per Major Program (if not included above)	\$ 3,750 per major program in excess of 2
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 9,200
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 67,250 (includes 5 major programs)

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/13/24	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Huntersville, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Christy Clark, Mayor	Signature*
Date	Email Address* cclark@huntersville.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 67,250 (includes 5 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Pattie McGinnis, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* pmcginnis@huntersville.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT



Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh

4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

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Durham, North Carolina 27707

919 354 2584
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Pittsboro

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Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield

212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217 FAX

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: March 4, 2024

Subject: Property Tax Refunds

EXPLAIN REQUEST:

Attached is the Refund report from Mecklenburg County. This report includes three refunds totaling \$5,489.27 which includes \$185.63 in interest. The refunds are the result of the Property Tax Commission.

ACTION RECOMMENDED:

Approve refunds.

FINANCIAL IMPLICATIONS:

Decrease in revenue.

ATTACHMENTS:

1. 3-4-24 Huntersville Refund with Interest 24 02 13

HUNTERSVILLE Refunds

Tax Year	Bill Number	Parcel #	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Payment Date for Interest Calculation	Refund Amount (\$)	Total Interest to Pay if mailed on or before 3/20/2024 (\$)
2023	0001483127-2023-2023-0000-00	01716803	2/12/2024	AMG CLT	101 E. MATTHEWS STREET SUITE 500	MATTHEWS	NC	28105	1/6/2024	5,217.87	182.63
2023	0001403324-2023-2023-0000-00	00102301	2/12/2024	DAUGHTRIDGE, DIANA M	16022 HENRY LN	HUNTERSVILLE	NC	28078	1/6/2024	80.25	2.81
2023	0008125834-2023-2023-0000-00	00938236	2/12/2024	TURNER, JANIS M	14933 DEWPOINT PLACE	HUNTERSVILLE	NC	28078-6028	1/6/2024	5.52	0.19
TOTAL										5,303.64	185.63
Total											5,489.27

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: March 4, 2024

Subject: Budget Amendment - HFFA

EXPLAIN REQUEST:

The Town's FY 2023 Audited Financial statements indicated a deficit fund balance in the HFFA fund of \$136,041. This Budget Amendment transfers \$300,000 to HFFA from the General Fund to correct HFFA's deficit fund balance.

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Decrease in General Fund balance of \$300,000.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: March 4, 2024

Subject: Capital Project Ordinance - 2020 Transportation GO Bonds

EXPLAIN REQUEST:

Approve the Seventh Amendment to the Capital Project Ordinance for Transportation projects in an effort to reduce the impact of the arbitrage interest calculation. This amendment does not increase total expenditures for the Town; it only changes the sources of funds among projects. We expect these projects to be completed in calendar 2024.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. SEVENTH ALL PROJ Amendment Capital Prj Ord- Main Street



**SEVENTH AMENDMENT
TRANSPORTATION PROJECTS
CAPITAL PROJECT ORDINANCE**

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

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

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

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

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

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

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

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

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

WHEREAS, the Project Ordinance was amended on May 15, 2023 for the purpose of incorporating the additional funds source from the 2013 Bonds for continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

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

WHEREAS, the Project Ordinance was amended on June 20, 2023 for the purpose of incorporating additional interest income from the 2013 Bonds and the 2016 Bonds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

WHEREAS, the Project Ordinance was amended on November 6, 2023 for the purpose of incorporating additional funding source of Bonus Allocation funds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

WHEREAS, the pace of the various transportation projects have changed and some of the projects are being delivered quicker than others; and

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

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

SECTION 1.1. The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	\$ 9,000,000	\$ 22,814,810	\$ 770,832	\$ 32,585,642

SECTION 1.2. The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
2013 Bonds Issued	\$ -	\$ 13,933		\$ 13,933
2016 Bonds Issued	4,000,000	339,400		4,339,400
2020 Bonds Issued	-	2,939,945		2,939,945
Grant Fund	5,000,000	10,778,600		15,778,600
General Fund Balance	-	3,892,932		3,892,932
Contribution from Charlotte Water	-	4,850,000		4,850,000
Transfer from other projects			770,832	770,832
TOTAL REVENUE	\$ 9,000,000	\$ 22,814,810	\$ 770,832	\$ 32,585,642

SECTION 2. PATTERSON ROAD EXTENSION. The Patterson Road extension project is authorized to extend Patterson Road to Vanstory Drive. This will provide better connectivity and improved emergency access to areas inside The Park as well as a secondary emergency access to parcels along Patterson Road. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 2.1. The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	<u>\$ 1,161,019</u>	<u>\$ 200,000</u>	<u>\$ 209,492</u>	<u>\$ 1,570,511</u>

SECTION 2.2. The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
2020 Transportation Bonds Issued	\$ 811,019	\$ -	\$ -	\$ 811,019
General Fund transfer	350,000	-	-	350,000
Transfer from Walters St	-	200,000	-	200,000
Transfer from other projects			209,492	209,492
TOTAL REVENUE	<u>\$ 1,161,019</u>	<u>\$ 200,000</u>	<u>\$ 209,492</u>	<u>\$ 1,570,511</u>

SECTION 3. RANSON ROAD WIDENING. The Ranson Road widening project is authorized to improve Ranson Road from the south of Sheila Carruth Drive to Stumptown Road. This will improve safety and traffic flow at the Ranson Road and Stumptown Road intersection. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 3.1. The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	<u>\$ 982,920</u>	<u>\$ 439,398</u>	<u>\$ 831,521</u>	<u>\$ 2,253,839</u>

SECTION 3.2. The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Transportation Reserve transfer	\$ 400,000	\$ -	\$ -	\$ 400,000
2020 Transportation Bonds Issued	582,920			582,920
Transfer from other projects	-	439,398	831,521	1,270,919
TOTAL REVENUE	<u>\$ 982,920</u>	<u>\$ 439,398</u>	<u>\$ 831,521</u>	<u>\$ 2,253,839</u>

SECTION 4. BEATTIES FORD AND HAMBRIGHT ROAD. The Beatties Ford Road and Hambright Road project is authorized to construct turn lanes at the intersection of Beatties Ford Road at Hambright Road. This will improve safety and traffic flow at the intersection. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 4.1. The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	3/4/2024 Seventh Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	\$ 1,006,542	\$ -	\$ -	\$ 1,006,542

SECTION 4.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendment	3/4/2024 Seventh Amendment	Total Budget
Transportation Reserve transfer	\$ 300,000	\$ -	\$ -	\$ 300,000
2020 Transportation Bonds Issued	706,542			706,542
Transfer to other projects			(468,018)	(468,018)
General Fund balance			468,018	468,018
TOTAL REVENUE	\$ 1,006,542	\$ -	\$ -	\$ 1,006,542

SECTION 5. GIBSON PARK DRIVE PHASE 2. The Gibson Park Drive Phase 2 project is authorized to improve Gibson Park Drive from Church Street to Drake Hill Drive. This will improve safety and traffic flow for increasing volumes between Vermillion development and NC 115. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 5.1. The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	<u>\$ 757,992</u>	<u>\$ -</u>	<u>\$ 307,991</u>	<u>\$ 1,065,983</u>

SECTION 5.2. The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
2020 Transportation Bonds Issued	\$ 636,522	\$ -	\$ -	\$ 636,522
General Fund transfer	121,470			121,470
Transfer from other projects			307,991	307,991
TOTAL REVENUE	<u>\$ 757,992</u>	<u>\$ -</u>	<u>\$ 307,991</u>	<u>\$ 1,065,983</u>

SECTION 6. BEATTIES FORD ROAD AND MCCOY ROAD. The Beatties Ford Road and McCoy Road project is authorized to realign and widen to facilitate traffic flow and safety on Beatties Ford Road and McCoy Road. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 6.1. The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	\$ 1,520,661	\$ -	\$ -	\$ 1,520,661

SECTION 6.2. The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
2020 Transportation Bonds Issued	\$ 1,520,661	\$ -	\$ -	\$ 1,520,661
Transfer to other projects			(1,168,602)	(1,168,602)
Transfer from other projects			1,041,013	1,041,013
General fund balance			127,589	127,589
TOTAL REVENUE	\$ 1,520,661	\$ -	\$ -	\$ 1,520,661

SECTION 7. BEATTIES FORD ROAD AND GILEAD ROAD. The Beatties Ford Road and Gilead Road project is authorized to construct turn lanes at the intersection of Beatties Ford Road at Gilead Road. This will improve safety and peak hour traffic flow at the intersection. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 7.1. The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	3/4/2024 Seventh Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	\$ 1,217,132	\$ -	\$ -	\$ 1,217,132

SECTION 7.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendment	3/4/2024 Seventh Amendment	Total Budget
2020 Transportation Bonds Issued	\$ 771,825	\$ -	\$ -	\$ 771,825
Premium on Bonds	445,307	-		445,307
Transfer to other projects			(793,736)	(793,736)
General Fund balance			793,736	793,736
TOTAL REVENUE	\$ 1,217,132	\$ -	\$ -	\$ 1,217,132

SECTION 8. ARAHOVA. Arahova project is authorized to rebuild the roundabout at the intersection of Arahova Drive at Boulder Park Drive. This will increase the access for businesses and residents. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 8.1 The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	3/4/2024 Seventh Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	\$ 506,887	\$ -	\$ -	\$ 506,887

SECTION 8.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendment	3/4/2024 Seventh Amendment	Total Budget
Premium on 2020 Bonds Issued	\$ 506,887	\$ -	\$ -	\$ 506,887
Transfer to other projects			(180,392)	(180,392)
General Fund balance			180,392	180,392
TOTAL REVENUE	\$ 506,887	\$ -	\$ -	\$ 506,887

SECTION 9. GILEAD ROAD WEST The Gilead Road West project authorized is to deliver the roadway improvements on section of Gilead Road between McCoy Road and Wynfield Creek Parkway. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 9.1 The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	3/4/2024 Seventh Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	\$ 6,300,000	\$ 7,683,006	\$ -	\$ 13,983,006

SECTION 9.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendments	3/4/2024 Seventh Amendment	Total Budget
2016 Bonds Issued	\$ 300,000	\$ -	-	\$ 300,000
2020 Bonds Issued	2,900,000	2,889,256	-	5,789,256
General Fund Balance	-	220,000	2,883,950	3,103,950
Grant Fund	3,100,000	4,573,750	-	7,673,750
Transfer to other projects			(4,547,723)	(4,547,723)
Transfer from other projects			1,663,773	1,663,773
TOTAL REVENUE	\$ 6,300,000	\$ 7,683,006	\$ -	\$ 13,983,006

SECTION 10. TOWNWIDE SIDEWALKS The townwide sidewalk project authorized is to construct new sidewalks or multiuse paths in various locations in Town. This will improve safety for pedestrians in the area. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 10.1 The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping				
TOTAL PROJECT COSTS	\$ -	\$ -	\$ 900,000	\$ 900,000

SECTION 10.2. The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Transfer from other projects	\$ -	\$ -	\$ 900,000	\$ 900,000
	-	-		-
	-	-		-
TOTAL REVENUE	\$ -	\$ -	\$ 900,000	\$ 900,000

SECTION 11. POWELL BILL PAVING The Powell Bill paving project authorized is to resurface existing streets and replace sidewalk and sidewalk ramps in various locations in Town. This will improve pavement surface, and walkability of the areas improved. This will include construction.

SECTION 11.1 The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Paving of town maintained roads				
TOTAL PROJECT COSTS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,983,950</u>	<u>\$ 1,983,950</u>

SECTION 11.2. The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Transfer from other projects	\$ -	\$ -	\$ 1,983,950	\$ 1,983,950
	-	-		-
	-	-		-
TOTAL REVENUE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,983,950</u>	<u>\$ 1,983,950</u>

SECTION 12. POWELL BILL SIDEWALK The Powell Bill sidewalk project authorized is to repair sidewalk and sidewalk ramps at various locations within Town. This will improve the walkability and ADA accessible sidewalks. This will include construction/replacement of sidewalk ramps and curb and gutter.

SECTION 12.1 The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping				
TOTAL PROJECT COSTS	\$ -	\$ -	\$ 468,018	\$ 468,018

SECTION 12.2. The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Transfer from other projects	\$ -	\$ -	\$ 468,018	\$ 468,018
	-	-		-
	-	-		-
TOTAL REVENUE	\$ -	\$ -	\$ 468,018	\$ 468,018

SECTION 13. SEAGLE AND FOURTH STREEET The Seagle/4th Street project authorized is to construct roadway widening, curb and gutter, drainage improvements, and sidewalk along Seagle Street and 4th Street. This will improve safety of pedestrians and traffic flow in this area. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 13.1 The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping				
TOTAL PROJECT COSTS	\$ -	\$ -	\$ 892,941	\$ 892,941

SECTION 13.2. The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Transfer from other projects	\$ -	\$ -	\$ 892,941	\$ 892,941
	-	-		-
	-	-		-
TOTAL REVENUE	\$ -	\$ -	\$ 892,941	\$ 892,941

SECTION 14. HUNTINGTON GREEN SIDEWALK The Huntington Green sidewalk project authorized is to construct sidewalk, curb and gutter, and drainage improvements along Hambright Road and McCoy Road. This will provide a safer place to walk in this area. This will include planning, permitting, engineering design, right of way acquisition, construction engineering inspection.

SECTION 14.1 The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping				
TOTAL PROJECT COSTS	\$ -	\$ -	\$ 921,236	\$ 921,236

SECTION 14.2 The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Transfer from other projects	\$ -	\$ -	\$ 921,236	\$ 921,236
	-	-		-
	-	-		-
TOTAL REVENUE	\$ -	\$ -	\$ 921,236	\$ 921,236

SECTION 15. DAVID KENNEY FARM CONNECTION. The David Kenney Farm connection project is authorized to extend David Kenny Farm connection to the east to connect to Birkdale Commons Parkway at Devonshire Drive. This will improve connectivity for vehicles and pedestrians to the Breckenridge neighborhood. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 15.1 The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	\$ 506,887	\$ (243,807)	\$ (127,500)	\$ 135,580

SECTION 15.2 The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Seventh Amendment</u>	<u>Total Budget</u>
Premium on 2020 Bonds Issued	\$ 506,887	\$ -	\$ -	\$ 506,887
Transfer to Ranson Road widening		(243,807)		(243,807)
Transfer to other projects			(127,500)	(127,500)
TOTAL REVENUE	\$ 506,887	\$ (243,807)	\$ (127,500)	\$ 135,580

SECTION 16. The officers of the unit are hereby directed to proceed with the capital project within the terms of the bond resolution, grant documents, and the budget contained herein. Such authorization includes but is not limited to bidding, awarding and entering into contracts as necessary to carry out the capital project as allowed by law and after review by the Town Attorney for compliance with lawful procedures.

SECTION 17. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out these projects.

Duly Adopted this 4th day of March 2024.

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: March 4, 2024

Subject: Huntington Green Sidewalk Project Grant Funds

EXPLAIN REQUEST:

Approve Third Amendment to the Huntington Green sidewalk Capital Project Ordinance for additional funds awarded by the Community Development Block Grant (CDBG).

ACTION RECOMMENDED:

Approve Third Amendment to Capital Project Ordinance

FINANCIAL IMPLICATIONS:

No net impact to fund balance; offsetting \$819,004 Grant revenue and expense.

ATTACHMENTS:

1. Capital Prj Ord-Huntington Green-Amend #03
2. FY23-24_Huntersville Huntington Green_SA - fully executed

**TOWN OF HUNTERSVILLE
THIRD AMENDMENT
HUNTINGTON GREEN SIDEWALKS
CAPITAL PROJECT ORDINANCE**

WHEREAS, the Town desires to authorize and fund a capital project consisting of the construction and installation of sidewalk and associated grading and drainage to be constructed in the Huntington Green neighborhood in the Town of Huntersville (the “Huntington Green Sidewalk Project”); and

WHEREAS, the Town has been awarded a Community Development Block Grant (CDBG) of \$885,161 to fund the Project, together with Town funds as necessary; and

WHEREAS, the Town has been awarded additional funds from a Community Development Block Grant (CDBG) of \$819,004 to fund the Project, together with Town funds as necessary; and

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

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

SECTION 1. HUNTINGTON GREEN SIDEWALK PROJECT. The Huntington Green Sidewalk Project is authorized to construct and install sidewalk and associated grading and drainage to be constructed in the Huntington Green neighborhood. This will improve safety and pedestrian transportation options for the Huntington Green community. This will include planning, permitting, surveying, engineering and design, right of way acquisition and construction.

SECTION 1.1. The following amounts are appropriated for the project:

	<u>6/15/2020 Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Third Amendment</u>	<u>Total Budget</u>
Contruction, purchase of right of way, survey,design and engineering and landscaping				
TOTAL PROJECT COSTS	\$ 654,800	\$ 235,161	\$ 819,004	\$1,708,965

SECTION 1.2. The following revenues are anticipated to be available to complete this project:

	<u>6/15/2020 Original Budget</u>	<u>Prior Amendment</u>	<u>3/4/2024 Third Amendment</u>	<u>Total Budget</u>
Grant - CDBG	\$ 650,000	\$ 235,161	\$ 819,004	\$ 1,704,165
General Fund transfer	4,800	-	-	4,800
TOTAL REVENUE	<u>\$ 654,800</u>	<u>\$ 235,161</u>	<u>\$ 819,004</u>	<u>\$ 1,708,965</u>

SECTION 2. The officers of the unit are hereby directed to proceed with the capital project in Section 1 within the terms of the grant documents and the budget contained herein. Such authorization includes but is not limited to bidding, awarding and entering into contracts as necessary to carry out the capital project as allowed by law after review by the Town Attorney for compliance with lawful procedures.

SECTION 3. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board and the Finance Officer for direction in carrying out this project.

Duly Adopted this 4th day of March, 2024.

**NORTH CAROLINA
MECKLENBURG COUNTY**

SUBRECIPIENT GRANT AGREEMENT



**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

This Subrecipient Grant Agreement ("Agreement") is made and entered into this 20 day of Nov, 2023 by and between **Mecklenburg County**, a political subdivision of the State of North Carolina, organized and existing under the laws of the State of North Carolina, whose address is 600 East Fourth Street, Charlotte, NC 28202, hereinafter referred to as the ("COUNTY") and the **Town of Huntersville**, hereinafter referred to as the "SUBRECIPIENT", whose address is 101 Huntersville-Concord Road Huntersville, NC 28078.

WITNESS THAT:

WHEREAS, the COUNTY has entered into an Agreement to receive funds under the Community Development Block Grant (CDBG) pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383 from the US Department of Housing and Urban Development (hereinafter called "HUD"); and

WHEREAS, the COUNTY has designated the above-named organization as a SUBRECIPIENT pursuant to HUD rule 24 CFR Part 570, Subpart K which sets forth regulations to implement the CDBG Program; and

WHEREAS, the COUNTY and the SUBRECIPIENT have entered into this Agreement in order to provide the SUBRECIPIENT with funding for **construction work for approximately 6,230 linear feet of sidewalk along McCoy Road and Hambright Road. The proposed sidewalk extends 2370 LF northbound on McCoy Rd and connects to the existing sidewalk. This leads to the Huntersville Business Park area of town. From the McCoy Road intersection, approximately 3860 LF of sidewalk eastbound on Hambright Road leads to an elementary school. These roads are the exterior perimeter of the community. Both McCoy Road and Hambright Road have Charlotte Area Transit System (CATS) transit stops.** Funding is permissible under 24 CFR Part 570, Subpart K;

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds to carry out a part of the County's Federal award by committing **NINE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS AND 09/00 (\$987,321.09) – (FY19-20 \$41,355.95; FY21-22 \$32,034.14; FY22-23 \$270,053; FY23-24 \$643,878)** of the County's Federal award, pursuant to this Agreement; and

WHEREAS, the CDBG funds made available for use by the Subrecipient under this Agreement constitute a subaward of the County's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the County's Federal award; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

A. DEFINITIONS:

Except to the extent modified or supplemented by this Agreement, any term defined in 24 CFR Part 570, Subpart K shall have the same meaning when used herein.

- 1) Agreement means this agreement, the approved application for CDBG assistance (including cover letters, maps, schedules, award letters prior and subsequent to this funding agreement, and other submissions in the approved application), and any subsequent amendments to this Agreement.
- 2) SUBRECIPIENT means the **Town of Huntersville**.
- 3) Assistance means the funds provided under this Agreement.
- 4) Program means the project, including the administration thereof, for which assistance is being provided under this Agreement.

B. USE OF CDBG FUNDS:

- 1) The SUBRECIPIENT shall perform the projects or tasks related to its allocation of CDBG funds listed in Section G and according to the schedule and within the budget outlined in this agreement.
- 2) The SUBRECIPIENT shall propose under this Agreement which meets CDBG requirements under 24 CFR Part 570, Subpart K and conform to the COUNTY's Consolidated Plan.

C. DURATION OF THE AGREEMENT:

The COUNTY agrees to provide the SUBRECIPIENT, Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 as described in this Agreement. This Agreement will remain in effect for twenty-four (24) months from the date of this Agreement, or for as long as funds are made available.

D. SCOPE OF SERVICES:

Project funds will be used by SUBRECIPIENT to construct with the help of a third-party approximately 6,230 linear feet of sidewalk along McCoy Road and Hambright Road. The proposed sidewalk extends 2370 LF northbound on McCoy Rd and connects to the existing

sidewalk. This leads to the Huntersville Business Park area of town. From the McCoy Road intersection, approximately 3860 LF of sidewalk eastbound on Hambright Road leads to an elementary school. These roads are the exterior perimeter of the community. Both McCoy Road and Hambright Road have Charlotte Area Transit System (CATS) transit stops. The project is located right next to a mobile park, whose residents will be mainly benefiting from this new sidewalk. Its residents walk along the side of the road every day to get to services they need.

SUBRECIPIENT will carry out the following tasks/activities:

- Follow federal procurement regulations for construction services.
- Submit quarterly performance reports and a final report, as required.
- Submit a request for reimbursements on a regular basis with the required supporting documentation (invoices, proof of payment, and/or any project specific documentation).
- Ensure all contractors are not listed on the Federal government's debarment site.
- Ensure all contractors, as required, comply with all applicable contractual provisions.
- Monitor project progress and attend regular project check-in meetings, as required.
- Submittal of MBE/WBE and Section 3 reports, as required.
- Follow the Davis Bacon federal regulation.

E. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low-and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Low Moderate-Income Area Benefit activity [24 CFR 570.208(a)(1)(i)]. This activity is eligible under the category Public Facilities and Infrastructure Improvement [24 CFR 570.201(c)]. Subrecipient will use Quarterly Performance Report form to document the national objective.

F. STAFFING:

The SUBRECIPIENT shall assign the following staff as Key Personnel to the CDBG Year 2023 (FY 2023 – 2024), along with Huntersville Huntington Green Sidewalk Project Phase II. – Construction. The project consist of the following FY funds: (FY19-20 \$41,355.95; FY21-22 \$32,034.14; FY22-23 \$270,053; FY23-24 \$643,878)

EXHIBIT 1	
Staff Member Title	General Program/project Duties
Bobby Williams, Assistant Town Manager	General program oversight and administration, revisions of forms and procedures; maintenance of program records, submittal of quarterly progress reports and final reports.

Mecklenburg County – Town of Huntersville Huntington Green Sidewalk Project Phase II -
Construction
Fiscal Year 2023-2024

Kevin Fox, PE – Director of Public Works	Approval of contractor selection; submission of approve contractor invoices. Solicitation of contractors. Work write-ups; inspections. Will be the point of contact during the construction of the project.
Lora Mastrofrancesco, PE – Transportation Engineer / Project Manager	Outreach; intake and eligibility determinations. Will prepare and award the RFQ and Contract Proposals for Engineering and Property Acquisition firms.

G. PROJECT SCHEDULE:

Unless amended by a mutually written agreement by the SUBRECIPIENT and the COUNTY, SUBRECIPIENT will perform the described tasks relating to providing emergency housing repairs and complete the repair of eligible units in conformance with the schedule listed in Exhibit 2. Minor adjustments to the project schedule will not require a formal Agreement amendment, provided these adjustments do not extend the term of this Agreement.

EXHIBIT 2													
Task/Program Goals	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024
Execute Subrecipient Agreement	X												
Procurement of Construction Services (CEI)		X											
Selection of Construction Contractor		X											
Engineer of Record	X	X	X								X		
Submission of Quarterly Reports		X			X			X			X		
Submission of Closeout Report													

Task/Program Goals	Feb 2025	Mar 2025	Apr 2025	May 2025	June 2025	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025
Execute Subrecipient Agreement											
Procurement of Construction Services (CEI)											
Selection of Construction Contractor											
Submission of Quarterly Reports			X			X			X		X
Submission of Closeout Report											X

H. AMOUNT OF ASSISTANCE

The COUNTY shall make available to the SUBRECIPIENT, **NINE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS AND 09/00 (\$987,321.09) – (FY19-20 \$41,355.95; FY21-22 \$32,034.14; FY22-23 \$270,053; FY23-24 \$643,878)** pursuant to this Agreement. Said funds shall be disbursed by the COUNTY to the SUBRECIPIENT for performance of the services described in Section D of this agreement.

I. BUDGET

The following is the budget for the CDBG Year 2019 (2019-2020); 2021 (2021-2022); 2022 (2022-2023) and 2023 (FY 2023-2024) for the SUBRECIPIENT, who will administer the **FY23-24 Huntersville Huntington Green Sidewalk Project Phase II**. Minor adjustments to the use of funds will not require a formal Agreement amendment, provided these adjustments do not increase the total funding for Agreement activities. The determination of whether a change is minor is at the sole discretion of the COUNTY or their designee.

EXHIBIT 3			
SOURCES→	CDBG	IN-KIND/LOCAL MATCH	TOTAL
USES↓			
Construction cost (hard cost and labor) based on 65% plans.	\$908,312.21	\$814,987.79	\$1,723,300.00
Procurement of Construction Services (CEI)	\$78,999.88	\$70,891.12	\$149,891.00
TOTAL	\$987,321.09	\$885,878.91	\$1,873,200.00 rounded

J. OBLIGATIONS OF THE SUBRECIPIENT:

- 1) SUBRECIPIENT shall comply with all applicable regulations outlined in 24 CFR Part 570, and all applicable lawful requirements of the COUNTY, all applicable requirements of the General Statutes of the State of North Carolina and any other applicable statutes, laws and Executive Orders currently or hereafter in force.
- 2) SUBRECIPIENT shall assume responsibility for managing the day-to-day operations of its CDBG program to assure compliance with program requirements outlined in 24 CFR Part 570, Subpart K, and for taking appropriate action when performance problems arise. The

SUBRECIPIENT shall spend its allocation of CDBG funds under this Agreement on eligible activities within twelve (12) months from the date of this Agreement.

- 3) SUBRECIPIENT shall submit a Project Closeout Report to the COUNTY no later than 30 days after the final drawdown request for CDBG funds under this Agreement.
- 4) SUBRECIPIENT shall carry out each activity in compliance with all federal laws and regulations described in 24 CFR Part 570 Subpart K, including the environmental review.
- 5) SUBRECIPIENT shall assume all affirmative marketing responsibilities.
- 6) SUBRECIPIENT shall be responsible for complying with the provisions of this Agreement even when SUBRECIPIENT designates a third party or parties to undertake all or any part of the program. All third parties must be bound in writing to the same provisions as required by this Agreement and approved in advance by the COUNTY.
- 7) SUBRECIPIENT shall comply with all lawful requirements of the COUNTY necessary to ensure that the program is carried out in accordance with the SUBRECIPIENT Certifications including the certifications of assumption of environmental and labor standard responsibilities outlined in 24 CFR Part 570.
- 8) The assistance provided under this Agreement shall not be used by SUBRECIPIENT to pay a third party to lobby the COUNTY for funding approval, approval of applications for additional assistance, or any other approval or concurrence of the COUNTY required under this Agreement. CDBG funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitations, if these services are eligible as program costs, and in accordance with Section D: Scope of Services.
- 9) SUBRECIPIENT shall reimburse the COUNTY for any amount of CDBG funds determined by the COUNTY to have been improperly expended.
- 10) If applicable, SUBRECIPIENT shall abide by the conditions prescribed in 24 CFR Part 570 for the use of CDBG funds by religious organizations.
- 11) If applicable, SUBRECIPIENT shall notify the COUNTY in writing of any changes in its 501 (c) (3) tax exempt status throughout the specified period of this Agreement, or any other change to the nonprofit which alters the organization such that it no longer meets the definition of a SUBRECIPIENT as provided under 24 CFR Part 570.

K. RECORDS AND REPORTS:

- 1) SUBRECIPIENT agrees to keep the following records:
 - a) Records as specified in 24 C.F.R. 570.506, *Records to be Maintained*;
 - b) Adequate documentation to support costs charged to the CDBG Program;
 - c) Records detailing procurement procedures followed by SUBRECIPIENT;

- d) As required by 24 C.F.R 570.490, for fair housing and equal opportunity purposes, records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project; and
 - e) Any other records as the COUNTY may reasonably require.
- 2) All records pertinent to this grant and work undertaken as part of the Project, will be retained by the SUBRECIPIENT for the period required by 2 C.F.R. 200.333, as interpreted by HUD, and applied to the CDBG Program through 24 C.F.R. 570.490.
 - 3) SUBRECIPIENT also agrees to comply with the methods for collection, transmission and storage of information as described in 2 C.F.R 200.335.
 - 4) SUBRECIPIENT shall maintain and make available at reasonable times and places all records, information and reports necessary to assist the COUNTY in meeting its internal and federally mandated record keeping and reporting requirements in accordance with 24 CFR Part 570.506. Such records and accounts shall include all property, personnel, and financial records the COUNTY and Federal agencies deem necessary to assure a proper accounting for all CDBG Program funds.
 - 5) SUBRECIPIENT shall provide the COUNTY with information necessary for it to complete the Consolidated Annual Performance and Evaluation Review report and other reports required by HUD.
 - 6) SUBRECIPIENT shall provide to the COUNTY, an annual audit report or year-end financial statements performed in compliance with 2 C.F.R 200.512, due no later than six months after the SUBRECIPIENT'S year-end.
 - 7) SUBRECIPIENT shall keep a fully executed copy of this Agreement and a copy of the CDBG regulations on file in their place of business at all times.
 - 8) SUBRECIPIENT shall keep all documents used to determine their status as a SUBRECIPIENT current and available for inspection by the COUNTY for the duration of this Agreement.
 - 9) SUBRECIPIENT shall provide any duly authorized representative of the COUNTY, the Department of Housing and Urban Development and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor and examine all of the books, papers, records, and other documents relating to the CDBG grant and the fulfillment of this Agreement for a period of three years following the completion of all closeout procedures respecting CDBG funds, and the final settlement and conclusion of all issues arising out of the CDBG grant.
 - 10) SUBRECIPIENT must provide the COUNTY with the SUBRECIPIENT's Unique Entity Identifier (UEI) number.

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- 11) SUBRECIPIENT shall submit quarterly reports to the COUNTY or to the designated COORDINATING AGENCY by the 15th of each month following the closure of the quarter for which the activity is being reported (January 15, April, 15, July 15, and October 15). The report should cover the preceding three months' activities and must be forwarded to the COUNTY or the designated COORDINATING AGENCY, so as to arrive not later than 15 working days after the completion of the quarter. Failure to submit required reports can result in a delay in reimbursement payments, reduction in grant awards, and grant termination.
 - 12) SUBRECIPIENT will submit a final report along with the final request for reimbursement within 30 days of completion of the project.

L. PAYMENT:

- 1) SUBRECIPIENT shall request reimbursement of CDBG funds only for eligible expenditures made or eligible expenses incurred by the SUBRECIPIENT.

All expenditures and expenses shall be incurred in accordance with the provisions of the Agreement. Payments shall only be made after SUBRECIPIENT has presented documentation of expenses that meet COUNTY approval. It is expressly understood and agreed by SUBRECIPIENT that payment by the COUNTY will not exceed the maximum sum of **NINE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS AND 09/00 (\$987,321.09) – (FY19-20 \$41,355.95; FY21-22 \$32,034.14; FY22-23 \$270,053; FY23-24 \$643,878)** for all of the services specified in Section D: Scope of Services. Further, SUBRECIPIENT understands and agrees that any payment made under this Agreement by the COUNTY is limited to funds made available under the grant referenced above. The COUNTY shall make payments upon receipt of a request for a check from SUBRECIPIENT, documentation of expenditures and any other documentation that the COUNTY or its designee may require from SUBRECIPIENT. All such documentation is to be in a form and substance satisfactory to the COUNTY. Payments shall be made only for the activities listed in Section D. Check requests for reimbursable expenses will be processed by the COUNTY for payment not more often than monthly, until all such grant funds have been expended or until this Agreement has expired, whichever shall come first.

- 2) SUBRECIPIENT shall provide to the COUNTY the documentation of expenses as outlined above, and any other information determined by the COUNTY to be necessary or appropriate for the proper monitoring of this Agreement.
- 3) SUBRECIPIENT is encouraged to submit Request for Reimbursement on a monthly basis, or at a minimum, requests must be submitted no less often than quarterly. The report should include expenditures and supporting documentation for requested period's activities and must be forwarded to the COUNTY or the designated coordinating agency. Delays by the SUBRECIPIENT in making any report to the COUNTY or coordinating agency required by this Agreement may, at the COUNTY's sole discretion, result in delays in payment to SUBRECIPIENT of part or all of SUBRECIPIENT's request for funds. A delay in making a

disbursement by the COUNTY to SUBRECIPIENT does not change the time required of SUBRECIPIENT to submit reports to the COUNTY or coordinating agency.

M. CONFLICT OF INTEREST:

- 1) No employee, agent, consultant, officer, elected official or appointed official of Mecklenburg County who has responsibilities related to the CDBG Program or access to “inside” information concerning said program shall obtain a financial benefit or interest from any CDBG Program activity for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.
- 2) SUBRECIPIENT shall make a good faith effort to assure that this provision is not violated, and that any suspected violations are promptly reported to the COUNTY.

N. DEFAULT:

- 1) It is expressly agreed and understood that SUBRECIPIENT’s designation as a subrecipient shall become null and void, at the COUNTY’s option, in the event SUBRECIPIENT fails to meet any one or more of the criteria for subrecipient designation.
- 2) The COUNTY shall notify SUBRECIPIENT in writing of any such default under this Agreement.
- 3) SUBRECIPIENT shall have sixty (60) days after receipt of the written notice of default within which to cure such default.
- 4) SUBRECIPIENT agrees to repay, remit or return to the COUNTY any amount of unspent CDBG funds provided to the SUBRECIPIENT in the event of a default under the terms of this Agreement.
- 5) SUBRECIPIENT agrees to repay, remit or return to the COUNTY any amount of remaining CDBG funds provided under this Agreement, if the COUNTY determines that the SUBRECIPIENT does not have the capacity to carry out its CDBG program on schedule or in a timely manner. The COUNTY shall provide a written determination of its finding to the SUBRECIPIENT ten (10) days prior to the request to remit, return or repay the CDBG funds.

O. SUSPENSION OR TERMINATION:

- 1) The COUNTY may suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein or announced by HUD.

- 2) In the event there is probable cause to believe SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the COUNTY may withhold said CDBG funds until such time as SUBRECIPIENT is found to be in compliance by the COUNTY or is otherwise determined to be in compliance.
- 3) The COUNTY shall advise SUBRECIPIENT in writing what action(s) must be taken for resumption of payments.

P. INSURANCE:

SUBRECIPIENT's chief fiscal officer or insurer shall provide the COUNTY with a Certificate of Insurance assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity bond, moneys and securities or a crime policy in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the COUNTY for its own employees.

Required Insurances:

- Automobile Liability – min \$1,000,000
- Commercial General Liability – min \$1,000,000, and County must be named as additional insured!
- Worker's Compensation and Service Providers Liability - State Statutory Requirements; and Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.
- The COUNTY must be listed as Certificate Holder"

Q. LIABILITY OF COUNTY:

The work to be performed as provided herein shall be done by the Subrecipient as an independent Contractor. The COUNTY shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Subrecipient, its sub-contractors or agents. This will apply except in those cases where the Subrecipient is a or Division of the COUNTY.

R. HOLD HARMLESS:

- 1) The COUNTY shall not be liable for any and all claims, actions, suits and judgments whatsoever arising out of the performance or nonperformance of this Agreement by SUBRECIPIENT, its employees, officers or agents.
- 2) SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY, its officers, agents, and employees from all such claims, actions, suits, charges, and judgments under this Agreement.

S. AMENDMENTS:

- 1) The COUNTY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing and signed by a duly authorized representative of both organizations.
- 2) Such agreements shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.
- 3) The COUNTY may at its discretion, amend this Agreement to conform with Federal, State or local government guidelines, policies and available funding amounts, or for other reasons.
- 4) If such amendment results in a change in CDBG funding, a new exhibit shall be executed with corresponding changes for Exhibit D. Scope of Services, Exhibit F. Project Schedule, and/or Exhibit H. Budget.

T. UNIFORM ADMINISTRATION REQUIREMENTS:

The SUBRECIPIENT will comply with applicable CDBG Regulations in 24 C.F.R. Part 570 as now in effect, and as such law may be amended during the term of this Agreement. SUBRECIPIENT will also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this Agreement and in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this Agreement, or any reasonably equivalent procedures and requirements that the COUNTY may prescribe.

In particular, SUBRECIPIENT agrees to establish internal controls in order to have reasonable assurance that SUBRECIPIENT is carrying out the Project in compliance with federal statutes, regulations, and terms and conditions of this Agreement, as required by 2 C.F.R. 200.303, as now in effect, and as such law may be amended during the term of this Agreement. SUBRECIPIENT also agrees to comply with provisions regarding protection of personally identifiable information as required by 2 C.F.R. 200.303 and 2 C.F.R. 200.512 as now in effect, and as such law may be amended during the term of this Agreement.

U. CIVIL RIGHTS:

- 1) Compliance: The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 2) Land Covenants: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or

other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- 3) Section 504: The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- 4) Affirmative Action:
 - a) Approved Plan: The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such a program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
 - b) Women- and Minority-Owned Businesses (W/MBE): The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
 - c) Access to Records: The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

- d) Notifications: The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the SUBRECIPIENT contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- 6) Subcontract Provision: The SUBRECIPIENT will include the provisions of Paragraphs S.1., Civil Rights, and S.4., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTS or subcontractors.

V. SPECIAL CONDITIONS:

- 1) Eligible Activities: All activities funded through this Agreement shall either benefit persons of Low and Moderate Income, as defined by HUD, or aid in the prevention or elimination of slums and blight as required by HUD in regulations contained in 24 Code of Federal Regulations Part 570. Maximum feasible priority shall be given to activities that benefit low and moderate-income persons.
- 2) Non-Discrimination: In the provision of services made available by the use of these funds the SUBRECIPIENT will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of race, color, national origin, sex, age, disability or religion.

SUBRECIPIENT will not discriminate against or limit services to any person applying for such public services on the basis of race, color national origin, sex, age, disability or, religion.

- 3) Religious Activities: SUBRECIPIENT will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

W. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS:

SUBRECIPIENT in accepting and using Community Development Block Grant funds hereby assures and certifies that it will conduct and administer the activities and funds under this Agreement in compliance with the following Federal statutes, regulations and circulars when applicable:

- 1) Section 109 of the Housing and Community Development Act of 1974 (the Act) as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions; The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 2) Labor Standards: The labor standards requirements as set forth in 24 CFR Part 570 Subpart K and HUD regulations issued to implement Section 110 of the Act; The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

- 3) Environmental Conditions: The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated the Mecklenburg County's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.
- 4) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations in 24 CFR Part 42; The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of

1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The COUNTY may preempt the optional policies.] The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

- 5) Employment and Contracting: Executive Order 11246, as amended by Executive Order 12086 and regulations issued pursuant thereto (41 CFR Chapter 60) relating to employment and contracting opportunities;
- 6) Lead-Based Paint: Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart B, prohibiting the use of lead-based paint in residential structures;
- 7) Debarred Contractors: The prohibition against employing, awarding of Agreements to, or engaging the services of any contractor or subcontractor debarred suspended, or ineligible for Federal funds under 24 CFR Part 24;
- 8) Procurement Standards: SUBRECIPIENT shall submit to the COUNTY documentation evidencing adoption of procurement standards in compliance with provisions of federal law as now in effect, and as such law may be amended during the term of this Agreement, including but not limited to, 24 C.F.R. Part 85, 24 C.F.R. 570.489, and 2 C.F.R. 200.318 through 200.326, with emphasis on the provisions in 2 C.F.R. 200.322 regarding procurement of recovered materials. Such procurement standards must include (but are not limited to) the following:
 - a) SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by Federal funds. A signed copy of such written code or standard of conduct shall be attached to this Agreement as Exhibit 4, and incorporated herein by this reference.
 - b) No employee, officer or agent of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a Agreement supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Agreement, or have a financial interest in any Agreement, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to

the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, SUBRECIPIENT, or any designated public SUBRECIPIENT.

- 9) Executive Order 12372 concerning intergovernmental review of Federal programs, including implementing regulations contained in 24 CFR Part 52;
- 10) Section 3 of the Housing and Urban Development Act of 1968, as amended concerning Affirmative Action in the provision of training, employment and business opportunities, including the following provisions:
 - a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT’S SUBRECIPIENTS and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT and any of SUBRECIPIENT’S, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given

to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

If applicable, the SUBRECIPIENT will provide the COUNTY with a written plan for Section 3 compliance prior to the start of construction. The plan will identify which persons, facilities, organizations and/or neighborhood interest groups will be strategically targeted and suggest specific outreach efforts that will be used to notify low-income and very low-income persons of available opportunities. Mecklenburg County will meet with SUBRECIPIENTS who receive more than \$5,000 in CDBG assistance prior to construction to review the plan. The County will provide sample marketing materials to SUBRECIPIENTS to support their marketing efforts.

- b) The certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements:
 - i) Notifications: The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - ii) Subcontracts: The SUBRECIPIENT will include the "Section 3" clause, referenced in SECTION V, Subpart 10.a., in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor SUBRECIPIENT. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

11) Drug Free Work Place Act;

12) National Historic Preservation Act of 1966, as amended.

13) Code of Federal Regulations Part 570 containing regulations for the Community Development Block Grant program.

14) Lobbying: The SUBRECIPIENT hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose; accordingly, and
- d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15) Hatch Act: SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

16) Real Property Use: If applicable 24 CFR 570.503(b)(7) mandates that use of any real property under the SUBRECIPIENT'S control that is acquired or improved in whole or in part with CDBG funds in excess of \$25,000, must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives for at least five (5) years after the expiration of the Subrecipient Agreement (or a longer time as specified by the grantee in the Subrecipient Agreement). If a National Objective is not met during this time period, the grantee must be reimbursed for the current fair market value, less any portion of the value attributable to non-CDBG funds. Use and Reversion of Assets

17) Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR

570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
- c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

18) CDBG Program Income: The Community Development Block Grant (CDBG) Program Income (PI) refers to the gross revenue or income received by grant recipients or subrecipients through various activities or projects that are funded in part or wholly by CDBG funds, as outlined in funds generated from activities funded by the CDBG program that generate revenue or income. CDBG PI is outlined in the Code of Federal Regulations (CFR), specifically Title 24 CFR, Part 570.504. This regulation pertains to the treatment of PI program income generated by grantees receiving funds through the CDBG program. PI in the context of CDBG refers to the gross revenue or income earned by grant recipients through various activities or projects that are funded in part or wholly by CDBG funds.

PI is subject to specific rules and regulations outlined by HUD and federal guidelines. These rules dictate how PI can be used, reported, and managed. These funds must be used for eligible CDBG activities and is considered an additional source of funds that can be utilized to further community development objectives.

Subrecipients are required to keep detailed records, report it to the County upon receiving these funds, and also have the opportunity to use it in accordance with the program's guidelines upon approval from the County.

At the end of the program year, the Grantee may require remittance of all or part of any PI balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances or a revolving loan fund, cash balances from a lump sum draw down, or cash or investments held for Section 108 loan guarantee security needs).

- 19) Build America, Buy America (BABA) Act: On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note, unless covered by a waiver. The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022.

X. COMPLIANCE WITH STATE E-VERIFY REQUIREMENTS

Each Party affirms that it is exempt from the requirements of NCGS Chapter 64 Article 2 concerning the use of the free, web-based federal program known as “E-Verify” or other federally authorized program to check the work authorization of all new employees in the United States (collectively, “E-Verify”), because it is a governmental body as defined in that Article. Each Party further affirms that it is a public entity that is required under other statutes to use E-Verify, and that it is at the time of execution of this Agreement, in compliance with those statutes concerning the use of E-Verify and agrees to remain in compliance with those statutes during the Term of this Agreement.

Y. MISCELLANEOUS PROVISIONS:

- 1) The singular of any term used in this agreement shall include the plural, and the masculine shall include the feminine, and vice versa.
- 2) Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, return receipt request and mailed to the Party involved at the address and to the attention of the person set forth below, or to such other person or address as said Party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

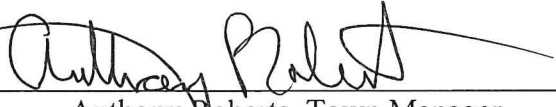
The COUNTY: Mecklenburg County
Dena Diorio, County Manager
Mecklenburg County
600 East Fourth Street
Charlotte, NC 28202

SUBRECIPIENT:
Anthony Roberts, Town Manager
Town of Huntersville
101 Huntersville-Concord Road
Huntersville, NC 28078

Mecklenburg County – Town of Huntersville Huntington Green Sidewalk Project Phase II -
Construction
Fiscal Year 2023-2024

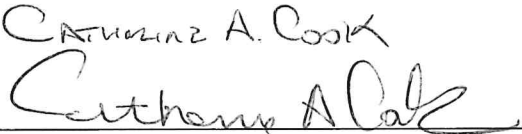
IN WITNESS WHEREOF, Mecklenburg County and SUBRECIPIENT have caused this Subrecipient Grant Agreement to be duly executed all as of the day and year first above written.

SUBRECIPIENT: Town of Huntersville

BY: 
Anthony Roberts, Town Manager

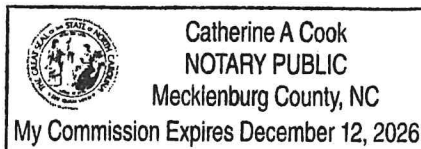
11/20/23
Date

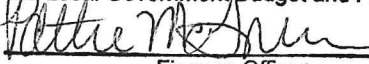
NORTH CAROLINA, Mecklenburg County. I, a Notary Public of the County and State aforesaid, certify that Anthony Roberts personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20 day of November, 2023. My Commission expires: December 12, 2026.


Catherine A. Cook
Notary Public

November 20, 2023
Date

SEAL-STAMP



"This Instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."
 11/20/2023
Finance Officer Date



Mecklenburg County

Signature Page

Contract Number: 43935244

Amendment Number: 00

Contractor Name: TOWN OF HUNTERSVILLE

MECKLENBURG COUNTY:

A handwritten signature in black ink, appearing to read "Leslie Johnson".

Leslie Johnson
Assistant County Manager

ATTEST:

A handwritten signature in blue ink, appearing to read "J. E. Yeager".

James E. Yeager
County Attorney

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Kevin Fox, Director of Public Works

Date: March 4, 2024

Subject: Huntington Green Sidewalk Construction Contract

EXPLAIN REQUEST:

Resolution to Accept Huntington Green Sidewalk Construction Contract. Three bids were received by the due date of January 25th, 2024 at 2:00 PM.

ACTION RECOMMENDED:

Adopt Resolution

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. R-2024-06 Resolution Awarding Construction Contract - 3.4.24
2. Huntington Green Sidewalk - Bid Tab
3. HGSW bid proposal and contract - Kemp Sigmon



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE
HUNTINGTON GREEN SIDEWALK CONSTRUCTION CONTRACT**

Whereas, the Town of Huntersville proposes to enter into a construction services agreement for the Huntington Green Sidewalk Project (the "Project"); and

Whereas, N.C.G.S. 143-129(a) requires the procedures of letting public contracts through formal bid process for projects in an amount equal to or more than five hundred thousand dollars (\$500,000); and

Whereas, pursuant to N.C.G.S. 143-129(b), the contract proposal invitation to bid was advertised electronically on the Town of Huntersville website and Historically Underutilized Businesses (HUB) website; and

Whereas, formal bid procedures were conducted in accordance with N.C.G.S. 143-129, the lowest responsible bidder being Kemp Sigmon Construction; and

Whereas, the Town now desires to enter into a construction services agreement with Kemp Sigmon Construction, (the "Agreement"), the Agreement being attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and awards the Project to Kemp Sigmon Construction, 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 4th day of March, 2024.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

Huntington Green Sidewalk Project
Bid opening: January 25th, 2024, 2:00 PM

Sec No.	Description	Quantity	Unit	Kemp Sigmon		Efficient Developments		CBL	
				Price	Amount	Price	Amount	Price	Amount
800	Mobilization	1	LS	\$ 143,000.00	\$ 143,000.00	\$ 150,000.00	\$ 150,000.00	\$ 256,000.00	\$ 256,000.00
801	Construction Surveying	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 34,000.00	\$ 34,000.00	\$ 65,000.00	\$ 65,000.00
200	Supplemental Clearing and Grubbing	1	Acre	\$ 100.00	\$ 100.00	\$ 12,000.00	\$ 12,000.00	\$ 5,500.00	\$ 5,500.00
226	Grading (Lump Sum)	1	LS	\$ 750,000.00	\$ 750,000.00	\$ 800,000.00	\$ 800,000.00	\$ 714,409.00	\$ 714,409.00
240	Drainage Ditch Excavation	9	CY	\$ 75.00	\$ 675.00	\$ 60.00	\$ 540.00	\$ 725.00	\$ 6,525.00
300	Foundation Conditioning Material, Minor Structures	280	Tons	\$ 1.00	\$ 280.00	\$ 75.00	\$ 21,000.00	\$ 45.00	\$ 12,600.00
300	Foundation Conditioning Geotextile	880	SY	\$ 1.00	\$ 880.00	\$ 2.50	\$ 2,200.00	\$ 8.00	\$ 7,040.00
310	15" Side Drain Pipe	312	LF	\$ 120.00	\$ 37,440.00	\$ 85.00	\$ 26,520.00	\$ 85.00	\$ 26,520.00
310	15" RC Pipe Culverts, Class IV	1,452	LF	\$ 150.00	\$ 217,800.00	\$ 125.00	\$ 181,500.00	\$ 90.00	\$ 130,680.00
310	18" RC Pipe Culverts, Class IV	640	LF	\$ 165.00	\$ 105,600.00	\$ 140.00	\$ 89,600.00	\$ 100.37	\$ 64,236.80
310	24" RC Pipe Culverts, Class IV	92	LF	\$ 225.00	\$ 20,700.00	\$ 200.00	\$ 18,400.00	\$ 176.59	\$ 16,246.28
310	30" RC Pipe Culverts, Class IV	60	LF	\$ 280.00	\$ 16,800.00	\$ 225.00	\$ 13,500.00	\$ 267.07	\$ 16,024.20
310	18" RC Pipe Culverts, Class V	44	LF	\$ 200.00	\$ 8,800.00	\$ 150.00	\$ 6,600.00	\$ 108.14	\$ 4,758.16
310	30" RC Pipe Culverts, Class V	28	LF	\$ 450.00	\$ 12,600.00	\$ 245.00	\$ 6,860.00	\$ 284.07	\$ 7,953.96
310	30" Pipe End Section	1	Each	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,815.00	\$ 6,815.00
340	Pipe Removal	941	LF	\$ 10.00	\$ 9,410.00	\$ 25.00	\$ 23,525.00	\$ 22.00	\$ 20,702.00
520	Aggregate Base Course	15	Tons	\$ 100.00	\$ 1,500.00	\$ 60.00	\$ 900.00	\$ 100.00	\$ 1,500.00
545	Incidental Stone Base	500	Tons	\$ 100.00	\$ 50,000.00	\$ 60.00	\$ 30,000.00	\$ 45.00	\$ 22,500.00
607	Milling Asphalt Pavement, 1.5" Depth	3,240	SY	\$ 3.50	\$ 11,340.00	\$ 4.00	\$ 12,960.00	\$ 9.00	\$ 29,160.00
610	Asphalt Conc Base Course, Type B25.0C	680	Tons	\$ 96.00	\$ 65,280.00	\$ 115.00	\$ 78,200.00	\$ 220.00	\$ 149,600.00
610	Asphalt Conc Intermediate Course, Type I19.0C	620	Tons	\$ 96.00	\$ 59,520.00	\$ 115.00	\$ 71,300.00	\$ 220.00	\$ 136,400.00
610	Asphalt Conc Surface Course, Type S9.5C	830	Tons	\$ 96.00	\$ 79,680.00	\$ 135.00	\$ 112,050.00	\$ 158.00	\$ 131,140.00
620	Asphalt Binder For Plant Mix	200	Tons	\$ 650.00	\$ 130,000.00	\$ 660.00	\$ 132,000.00	\$ 640.00	\$ 128,000.00
710	6" Port Cem Conc Pavement, Miscellaneous (Without Dowels)	1,330	SY	\$ 90.00	\$ 119,700.00	\$ 80.00	\$ 106,400.00	\$ 210.00	\$ 279,300.00
840	Masonry Drainage Structures	33	Each	\$ 4,000.00	\$ 132,000.00	\$ 4,000.00	\$ 132,000.00	\$ 5,200.00	\$ 171,600.00
840	Masonry Drainage Structures	0.1	LF	\$ 10,000.00	\$ 1,000.00	\$ 300.00	\$ 30.00	\$ 1,000.00	\$ 100.00
840	Frame w/ Grate and Hood, 840.03 Type E	5	Each	\$ 1,500.00	\$ 7,500.00	\$ 750.00	\$ 3,750.00	\$ 950.00	\$ 4,750.00
840	Frame w/ Grate and Hood, 840.03 Type F	10	Each	\$ 1,500.00	\$ 15,000.00	\$ 750.00	\$ 7,500.00	\$ 950.00	\$ 9,500.00
840	Frame w/ Grate and Hood, 840.03 Type G	1	Each	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 950.00	\$ 950.00
840	Frame and Grates, 840.16	15	Each	\$ 1,500.00	\$ 22,500.00	\$ 700.00	\$ 10,500.00	\$ 950.00	\$ 14,250.00
SP	Modified Concrete Flume	1	Each	\$ 1,200.00	\$ 1,200.00	\$ 1,600.00	\$ 1,600.00	\$ 10,000.00	\$ 10,000.00
846	1'-6" Concrete Curb and Gutter	60	LF	\$ 50.00	\$ 3,000.00	\$ 40.00	\$ 2,400.00	\$ 63.00	\$ 3,780.00
846	2'-6" Concrete Curb and Gutter	4,110	LF	\$ 32.00	\$ 131,520.00	\$ 35.00	\$ 143,850.00	\$ 34.00	\$ 139,740.00
848	4" Concrete Sidewalk	3,440	SY	\$ 50.00	\$ 172,000.00	\$ 65.00	\$ 223,600.00	\$ 105.00	\$ 361,200.00
848	6" Concrete Driveway	350	SY	\$ 90.00	\$ 31,500.00	\$ 80.00	\$ 28,000.00	\$ 126.00	\$ 44,100.00
848	Concrete Curb Ramps	16	Each	\$ 2,500.00	\$ 40,000.00	\$ 800.00	\$ 12,800.00	\$ 3,150.00	\$ 50,400.00
876	Rip Rap, Class B	16	Tons	\$ 125.00	\$ 2,000.00	\$ 85.00	\$ 1,360.00	\$ 125.00	\$ 2,000.00
876	Geotextile for Drainage	50	SY	\$ 5.00	\$ 250.00	\$ 2.50	\$ 125.00	\$ 8.00	\$ 400.00
Signing									
901	Contractor Furnished, Type E Sign	63.0	SF	\$ 34.60	\$ 2,179.80	\$ 17.00	\$ 1,071.00	\$ 48.00	\$ 3,024.00
903	Supports, 3-Lb Steel U-Channel	132.0	LF	\$ 188.50	\$ 24,882.00	\$ 7.00	\$ 924.00	\$ 32.00	\$ 4,224.00
904	Sign Erection, Type E	11	Each	\$ 12.20	\$ 134.20	\$ 140.00	\$ 1,540.00	\$ 175.00	\$ 1,925.00
907	Disposal of Sign System, U-Channel	11	Each	\$ 78.00	\$ 858.00	\$ 20.00	\$ 220.00	\$ 60.00	\$ 660.00
Work Zone Traffic Control									
1110	Work Zone Signs (Stationary)	96	SF	\$ 11.78	\$ 1,130.88	\$ 10.00	\$ 960.00	\$ 18.00	\$ 1,728.00
1110	Work Zone Signs (Portable)	192	SF	\$ 9.71	\$ 1,864.32	\$ 16.00	\$ 3,072.00	\$ 30.00	\$ 5,760.00
1130	Drums	193	Each	\$ 100.00	\$ 19,300.00	\$ 60.00	\$ 11,580.00	\$ 50.00	\$ 9,650.00
1135	Cones	81	Each	\$ 100.00	\$ 8,100.00	\$ 30.00	\$ 2,430.00	\$ 45.00	\$ 3,645.00
1150	Flagger	300	Day	\$ 450.00	\$ 135,000.00	\$ 350.00	\$ 105,000.00	\$ 850.00	\$ 255,000.00
1205	Paint Pavement Marking Lines (4")	10,503	LF	\$ 0.60	\$ 6,301.80	\$ 0.75	\$ 7,877.25	\$ 0.86	\$ 9,032.58
1205	Paint Pavement Marking Lines (8")	123	LF	\$ 2.00	\$ 246.00	\$ 4.00	\$ 492.00	\$ 4.60	\$ 565.80
1205	Paint Pavement Marking Lines (24")	198	LF	\$ 3.00	\$ 594.00	\$ 6.00	\$ 1,188.00	\$ 6.90	\$ 1,366.20
1205	Paint Pavement Marking Character	9	LF	\$ 65.00	\$ 585.00	\$ 65.00	\$ 585.00	\$ 69.00	\$ 621.00
1205	Paint Pavement Marking Symbol	2	LF	\$ 65.00	\$ 130.00	\$ 85.00	\$ 170.00	\$ 92.00	\$ 184.00
Pavement Marking									
1205	Thermoplastic Pavement Marking Lines (4", 90 Mils)	9,481.00	LF	\$ 1.50	\$ 14,221.50	\$ 1.70	\$ 16,117.70	\$ 1.84	\$ 17,445.04
1205	Thermoplastic Pavement Marking Lines (8", 90 Mils)	123	LF	\$ 4.00	\$ 492.00	\$ 4.70	\$ 578.10	\$ 5.18	\$ 637.14
1205	Thermoplastic Pavement Marking Lines (24", 90 Mils)	99	LF	\$ 6.00	\$ 594.00	\$ 17.00	\$ 1,683.00	\$ 19.00	\$ 1,881.00
1205	Thermoplastic Pavement Marking Characters (90 Mils)	9	Each	\$ 350.00	\$ 3,150.00	\$ 125.00	\$ 1,125.00	\$ 138.00	\$ 1,242.00
1205	Thermoplastic Pavement Marking Symbols (90 Mils)	2	Each	\$ 300.00	\$ 600.00	\$ 165.00	\$ 330.00	\$ 184.00	\$ 368.00
Erosion Control									
1605	Temporary Silt Fence	3,700	LF	\$ 4.00	\$ 14,800.00	\$ 3.25	\$ 12,025.00	\$ 3.50	\$ 12,950.00
1610	Erosion Control Stone, Class A	470	Tons	\$ 10.00	\$ 4,700.00	\$ 85.00	\$ 39,950.00	\$ 45.00	\$ 21,150.00
1610	Erosion Control Stone, Class B	80	Tons	\$ 35.00	\$ 2,800.00	\$ 85.00	\$ 6,800.00	\$ 45.00	\$ 3,600.00
1610	Sediment Control Stone	360	Tons	\$ 10.00	\$ 3,600.00	\$ 65.00	\$ 23,400.00	\$ 40.00	\$ 14,400.00
1615	Temporary Mulching	2	Acres	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00	\$ 0.01	\$ 0.02
1620	Seed For Temporary Seeding	200	Lbs	\$ 4.00	\$ 800.00	\$ 1.30	\$ 260.00	\$ 0.01	\$ 2.00
1620	Fertilizer for Temporary Seeding	1	Tons	\$ 1,450.00	\$ 1,450.00	\$ 1,330.00	\$ 1,330.00	\$ 0.01	\$ 0.01
1630	Silt Excavation	580	CY	\$ 1.00	\$ 580.00	\$ 40.00	\$ 23,200.00	\$ 0.01	\$ 5.80
1631	Matting For Erosion Control	1,400	SY	\$ 2.00	\$ 2,800.00	\$ 2.25	\$ 3,150.00	\$ 4.00	\$ 5,600.00
1632	1/4" Hardware Cloth	550	LF	\$ 6.00	\$ 3,300.00	\$ 6.25	\$ 3,437.50	\$ 6.50	\$ 3,575.00
SP	Coir Fiber Wattle Barrier	36	LF	\$ 35.00	\$ 1,260.00	\$ 10.00	\$ 360.00	\$ 65.00	\$ 2,340.00
1660	Seeding and Mulching	3	Acres	\$ 3,150.00	\$ 9,450.00	\$ 2,000.00	\$ 6,000.00	\$ 4,250.00	\$ 12,750.00
1660	Mowing	3	Acres	\$ 185.00	\$ 555.00	\$ 125.00	\$ 375.00	\$ 250.00	\$ 750.00
1661	Seed for Repair Seeding	50	Lbs	\$ 9.00	\$ 450.00	\$ 4.00	\$ 200.00	\$ 0.01	\$ 0.50
1661	Fertilizer for Repair Seeding	0.25	Tons	\$ 2,300.00	\$ 575.00	\$ 1,325.00	\$ 331.25	\$ 0.01	\$ 0.00
1662	Seed for Supplemental Seeding	75	Lbs	\$ 7.00	\$ 525.00	\$ 4.00	\$ 300.00	\$ 0.01	\$ 0.75
1665	Fertilizer Topdressing	1.75	Tons	\$ 1,500.00	\$ 2,625.00	\$ 1,500.00	\$ 2,625.00	\$ 1,800.00	\$ 3,150.00
1667	Specialized Hand Mowing	10	Mhrs	\$ 90.00	\$ 900.00	\$ 50.00	\$ 500.00	\$ 65.00	\$ 650.00
Utilities									
	Relocate Street Light	1	Each	\$ 10,000.00	\$ 10,000.00	\$ 7,875.00	\$ 7,875.00	\$ 1,500.00	\$ 1,500.00

Dillon Norton

From: DoaHubBids <hubbids@doa.nc.gov>
Sent: Monday, December 18, 2023 2:34 PM
To: Dillon Norton
Subject: HUB Solicitation Opportunity Request #9251, Invitation to Bid - Huntington Green Sidewalk Project 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 - Huntington Green Sidewalk Project
Category:	Engineering & Public Works
Status:	Closed
Bid Recipient:	Kevin Garton, PE

Description:

The Town of Huntersville will receive formal bids for the Huntington Greenway Sidewalk Project until 2:00pm on Thursday, January 25th, 2024 at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The bid opening and evaluation shall be open to the public. A mandatory Pre-Bid meeting will be held on January 11th, 2024, at 2:00pm at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Notification of the apparent low bidder will be emailed to all bidders.

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 bid 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 bid proposals for any reason, at any time, and to waive minor informalities.

Publication Date/Time:

12/18/2023 11:30 AM

Closing Date/Time:

1/25/2024 2:00 PM

Bid Opening Information:

January 25th, 2024 2:00 PM

Pre-bid Meeting:

January 11th, 2:00 PM

Contact Person:

Kevin Garton, kgarton@huntersville.org, 704-766-2225

Qualifications:

All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board.

Related Documents:

[Huntington Green Sidewalk FINAL - 2023.12.18](#)
[Itemized proposal - Huntington Green Sidewalk](#)



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
119700	501020	Print Legal Ad-IPL01522500 - IPL0152250		\$127.50	2	14 L

Attention: TOWN OF
TOWN OF HUNTERSVILLE-ENGINEERING
PO Box 664

jpethel@huntersville.org

REQUEST FOR FORMAL, COMPETITIVE BIDS

The Town of Huntersville will receive formal bids the construction of the Hunting-ton Greenway Sidewalk Project until 2:00pm on Thursday, January 25, 2024 at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The bid opening and evaluation shall be open to the public. Notification of the apparent low bidder will be emailed to all bidders.

Bid 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 to schedule an appointment.
IPL0152250
Dec 18,25,Jan 1,8,15 2024

North Carolina } ss
Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

5 insertion(s) published on:

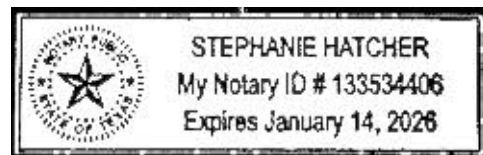
12/18/23, 12/25/23, 01/01/24, 01/08/24, 01/15/24

Tara Pennington

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 17th day of January, 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
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San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
119700	501018	Print Legal Ad-IPL01522490 - IPL0152249		\$119.00	2	13 L

Attention: TOWN OF
TOWN OF HUNTERSVILLE-ENGINEERING
PO Box 664

jpethel@huntersville.org

REQUEST FOR PROPOSALS

The Town of Huntersville will receive proposals for Construction, Engineering, & Inspection (CEI) services of the Huntington Greenway Sidewalk Project until 2:00pm on Thursday, January 18, 2024 at the Huntersville Town Center, 105 Gilead Rd, 3rd floor, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. Notification of the selected firm will be emailed to all proposers.

Bid 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 to schedule an appointment.
IPL0152249
Dec 18,25,Jan 1,8,15 2024

North Carolina } ss
Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

5 insertion(s) published on:

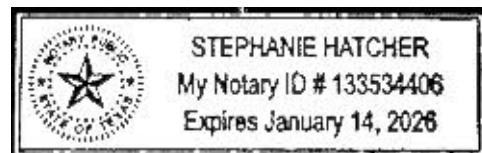
12/18/23, 12/25/23, 01/01/24, 01/08/24, 01/15/24

Tara Pennington

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 17th day of January, 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



REQUEST FOR FORMAL, COMPETITIVE BIDS

The Town of Huntersville will receive formal bids for the Huntington Greenway Sidewalk Project until 2:00pm on Thursday, January 25th, 2024 at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The bid opening and evaluation shall be open to the public. A mandatory Pre-Bid meeting will be held on January 11th, 2024, at 2:00pm at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Notification of the apparent low bidder will be emailed to all bidders.

Bid 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 to schedule an appointment.

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

Davis-Bacon Act (DBA) (40 USC 276A-276A-5) federal regulations will apply to this contract
General Decision Number: NC20230088 01/06/2023, Superseded General Decision Number:
NC20220088, State: North Carolina, Construction Type: Highway.

It is the Contractor's responsibility to ensure that their bid 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 bid proposals for any reason, at any time, and to waive minor informalities.

Kevin Garton, PE
Town Construction Engineer
Town of Huntersville

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CONTRACT PROPOSAL

PROJECT: Huntington Greenway Sidewalk Improvements

LOCATION OF THE WORK: McCoy Rd and Hambright Rd

TYPE OF WORK: Sidewalk, Curb & Gutter, Drainage, Driveways

BIDS MUST BE RECEIVED BY: Thursday January 25th, 2024 by 2:00 p.m.

PHYSICAL ADDRESS FOR BID SUBMISSION: Huntersville Public Works
Huntersville Town Center
105 Gilead Road, Suite 300 (3rd Floor), Conference Room #302
Huntersville, NC 28078
Attn: Kevin Garton, P.E.

MAILING ADDRESS FOR BID SUBMISSION: Huntersville Public Works
PO BOX 664; Huntersville, NC 28078
Attn: Kevin Garton, P.E.

DATE OF AVAILABILITY & COMPLETION: March 1, 2024 to September 27, 2024

Notice: All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina, which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board.

Kemp Sigmon Construction Co, Inc. 67058
NAME OF BIDDER N.C. CONTRACTOR'S LICENSE NUMBER

PO Box 1210, Claremont, NC 28610
ADDRESS OF BIDDER

[Signature]
SIGNATURE OF BIDDER

HUNTINGTON GREENWAY SIDEWALK PROJECTS

1.0 INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

The Project being placed out for bid by the Town of Huntersville is the Huntington Greenway Sidewalk Project shown on Exhibit A and B to this Contract Proposal. By submitting a bid, the Bidder agrees to provide the labor, services, equipment, and materials needed to complete the Project. All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered non-responsive and shall be grounds for rejection of the bid.

- 1.1 Standard Specifications. Those provisions of North Carolina Department of Transportation 2018 Standards for Roads and Structures (“Standard Specifications”) specifically referenced in Section 2.0 of this Contract Proposal are incorporated herein by reference and shall be considered a part of the Contract. Divisions 2 through 17 of the Standard Specifications for Roads and Structures which are applicable to the Work being performed as part of the Project shall be considered as part of the Project Specifications and are hereby incorporated by reference as part of the Contract. To the extent that the terms of the Contract Proposal modify the terms of the Standard Specifications or the extent that there is a conflict between the terms of the Contract Proposal and the Standard Specifications, the terms of the Contract Proposal shall control.
- 1.2 The bid form furnished by the Town of Huntersville with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL! Again, all papers bound with the proposal are necessary parts thereof and shall not be detached, taken apart or altered. The proposal includes the printed contract forms and signature sheets for execution by both parties to the contract. In the event the bidder is awarded the contract, execution of the bid by the bidder is considered the same as execution of the contract.**
- 1.3 Bids must be submitted in paper form. Electronic bids are NOT permitted.
- 1.4 **BIDDERS MUST INCLUDE SALES TAXES, IF ANY IS EXPECTED TO BE PAID IN PERFORMANCE OF THE WORK, IN UNIT PRICING.**
- 1.5 All bids must be submitted in a sealed envelope. The sealed envelope must contain, in addition to the fully completed executed Contract Proposal (including all attachments) and the required bid security (bid bond attached to the Contract Proposal, or cash, certified check, or cashier’s check in an amount not less than 5% of the total bid).
- 1.6 If the Bidder submits a bid bond as the bid security, the form attached to the proposal shall be used. Electronic bid bonds shall NOT be permitted.
- 1.7 All entries on the bid form, including signatures, shall be written in ink.
- 1.8 The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places*****

- 1.9 An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
- 1.10 The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 1.11 Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 1.12 The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)
- 1.13 Bids submitted by corporations shall bear the seal of the corporation.
- 1.14 The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 1.15 The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 1.16 Withdrawal of bids shall be governed by N.C.G.S. § 143-129.1.
- 1.17 Any questions regarding this posting shall be submitted via email to Dillon Norton, dnorton@huntersville.org, by January 17th, 2024 at 5:00pm. An addendum will be posted, if required, on January 19th, 2024 by 5:00pm.
- 1.18 The successful bidder will be required to sign the Contract within ten (10) consecutive days of the award, or otherwise forfeit their bid deposit.
- 1.19 All bids must be submitted as a Two-Envelope Bidding Procedure. In this procedure the first sealed envelope contains the complete proposal package, addressed "Huntington Greenway Sidewalk Project - Bid Proposal, DO NOT OPEN until bid date" and the second sealed envelope contains the completed bid bond, addressed "Huntington Greenway Sidewalk Project - Bid Bond, DO NOT OPEN until bid date". Both these sealed envelopes are enclosed together in an outer single envelope, addressed:

"QUOTATION FOR - Town of Huntersville Huntington Greenway Sidewalk Project Bid Proposal TO BE OPENED AT 2:00 PM ON Thursday, January 25th, 2024"
- 1.20 The bids will be publicly opened and read aloud in accordance with applicable law on Thursday, January 25th, 2024, at 2:00 p.m., in Conference Room Number 302, of Huntersville Town Center, located at 105 Gilead Road, Suite 300 (3rd floor), Huntersville, NC 28078. The bidder assumes all responsibility for making sure that their bid is received by the Town on or before the bid opening date and time, regardless of whether the bid is submitted in person, or by mail. If the bid is

delivered by mail, the sealed envelope containing both the bid and the required bid security shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

TOWN OF HUNTERSVILLE
Attn: Kevin Garton, P.E.
P.O. Box 664
Huntersville, NC 28078

THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS (TOWN BOARD) RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS FOR ANY REASON, AT ANY TIME, AND TO WAIVE MINOR INFORMALITIES

2.0 PROJECT SPECIAL PROVISIONS - GENERAL

The Project being placed out for bid by the Town of Huntersville is the Huntington Greenway Sidewalk Project shown on Exhibit A and B to this Contract Proposal. The Contractor agrees to provide the labor, services, equipment, and materials needed to complete the Project. The Project will be performed in accordance with the North Carolina Department of Transportation 2018 Standard Specifications for Roads and Structures, including but not limited to Division 6, Asphalt Pavements, as modified in the Project Special Provisions - Roadway, contained in this Contract Proposal.

All work and materials shall be in accordance with the provisions of this Contract Proposal, the Project Special Provisions, the North Carolina Department of Transportation 2018 Standard Specification for Roads and Structures (but only as specifically referenced in the Contract Documents), the North Carolina Department of Transportation 2024 Roadway Standard Drawings as applicable to the Work, and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as applicable to the Work.

The Contractor shall keep himself fully informed of all Federal, State, and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the 2018 Standard Specifications for Roads and Structures.

The bid form furnished by the Town of Huntersville with the proposal shall be used and shall not be altered in any manner. All papers bound with the proposal, including but not limited to the bid form, are necessary parts thereof and shall not be detached from the proposal, taken apart from the proposal, or altered. The proposal includes the printed contract forms and signature sheets for execution by both parties to the contract, once awarded and approved by the Town Board of Commissioners. If the proposal is accepted and the award is made, the contract is valid only after approval by the Board of Commissioners for the Town of Huntersville, when signed either by the Huntersville Town Manager or such other person as may be designated to sign for the Town of Huntersville, and when pre-audited in the manner required by the North Carolina Local Government Fiscal Control Act. The conditions and provisions herein cannot be changed except over the signature of the said Town Manager.

Before submitting his bid, the Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the owner in conjunction with the project construction. The Contractor shall consider in his bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown in the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the contract.

Submission of a bid shall be deemed a certification by the Contractor that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducement 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 moneys, services or anything of more than normal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of quotations. The Town of Huntersville may, at its discretion, increase or decrease the quantity or any item or portion of the work for any reason.

Any increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

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.

The following articles of the North Carolina Department of Transportation 2018 Standard Specifications for Roads and Structures (the “Standard Specifications”) shall apply to the bidding process, bid evaluation, and contract award. To the extent that the provisions of the Standard Specifications conflict with these Instructions to Bidders, or with the Special Provisions, the order of priority in interpreting the requirements for the bidding process, bid evaluation and contract award shall be first, these Instructions to Bidders, second the Special Provisions, and third the Standard Specifications:

101-1 GENERAL

101-2 ABBREVIATIONS

101-3 DEFINITIONS

102-1 INVITATION TO BID

102-5 INTERPRETATION OF QUANTITIES IN PROPOSAL

102-6 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK

102-8 PREPARATION AND SUBMISSION OF BIDS (excluding (B) Electronic Bids)

102-10 BID BOND OR BID DEPOSIT (excluding all references to electronic bids and electronic bid bonds.)

102-11 DELIVERY OF BIDS (excluding all references to electronic bids and electronic bid bonds)

102-12 WITHDRAWAL OR REVISION OF BIDS (excluding (B) Electronic Bid)

102-13 RECEIPT AND OPENING OF BIDS (excluding (A) and all references to electronic bids and unbalanced bids)

102-14 REJECTION OF BIDS (excluding (A) State Funded Projects and (B) Federal Aid Projects, all references to unbalanced bids, and all references to electrical, plumbing, heating and air condition and refrigeration contracting.)

103-1 CONSIDERATION OF BIDS

103-2 CORRECTION OF BID ERRORS (excluding phrase “and correct apparent clerical errors and omissions” in the opening paragraph, and excluding (A) (4) and (A) (5)))

103-5 CANCELLATION OF AWARD

103-6 RETURN OF BID BOND OR BID DEPOSIT

103-7 CONTRACT BONDS

103-8 EXECUTION OF CONTRACT

103-9 FAILURE TO FURNISH CONTRACT BONDS

SECTION 104, SCOPE OF WORK, INCLUDING ONLY THE FOLLOWING:

104-1 INTENT OF CONTRACT

104-2 SUPPLEMENTAL AGREEMENTS

104-3 ALTERATIONS OF PLANS OR DETAILS OR CONSTRUCTION

104-4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

104-5 OVERRUNS AND UNDERRUNS OF CONTRACT QUANTITIES (excluding the second paragraph of (A) excluding (B), (C) and (D))

104-6 ELIMINATED CONTRACT ITEMS

104-7 EXTRA WORK

104-9 DISPOSITION OF SURPLUS PROPERTY

104-10 MAINTENANCE OF THE PROJECT

104-11 FINAL CLEANING UP

SECTION 105, CONTROL OF WORK, INCLUDING ONLY THE FOLLOWING:

105-1 AUTHORITY OF THE ENGINEER (excluding reference to 102-15)

105-2 PLANS AND WORKING DRAWINGS

105-3 CONFORMITY WITH PLANS AND SPECIFICATIONS

105-4 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

105-5 COOPERATION BY CONTRACTOR

105-7 COOPERATION BETWEEN CONTRACTORS

105-8 COOPERATION WITH UTILITY OWNERS

105-9 CONSTRUCTION STAKES, LINES AND GRADES

105-10 AUTHORITY AND DUTIES OF THE INSPECTOR

105-11 INSPECTION OF THE WORK

105-12 UNAUTHORIZED WORK

105-13 LIMITATIONS OF OPERATIONS

105-14 NIGHT WORK

105-16 FAILURE TO MAINTAIN THE PROJECT OR PERFORM EROSION CONTROL WORK

105-17 INSPECTION AND ACCEPTANCE

SECTION 106, CONTROL OF MATERIAL, INCLUDING ONLY THE FOLLOWING:

106-1 GENERAL REQUIREMENTS (excluding (B) Domestic Steel)

106-2 SAMPLES, TESTS AND CITED SPECIFICATIONS

106-3 CONTRACTOR FURNISHED CERTIFICATION

106-4 DELIVERY AND HANDLING OF MATERIALS

106-5 STORAGE OF MATERIALS

106-6 INSPECTION AT SOURCE

106-7 SCALES AND PUBLIC WEIGHMASTER

106-8 DEPARTMENT FURNISHED MATERIAL

106-9 DEFECTIVE MATERIAL

106-10 DENSITY DETERMINATION BY NUCLEAR METHODS.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC, INCLUDING ONLY THE FOLLOWING:

107-1 LAWS TO BE OBSERVED

107-3 PERMITS AND LICENSES

107-4 PATENTED DEVICES, MATERIALS AND PROCESSES

107-5 ENCROACHMENT ON RIGHT-OF-WAY

107-7 SANITARY PROVISIONS

107-8 PUBLIC CONVENIENCE AND SAFETY

107-9 COORDINATION WITH RAILWAY

107-10 WORK IN, OVER OR ADJACENT TO NAVIGABLE WATERS

107-11 PROTECTION AND RESTORATION OF PROPERTY

107-12 CONTROL OF EROSION, SILTATION AND POLLUTION

107-13 PROTECTION OF PUBLIC LANDS

107-14 RESPONSIBILITY FOR DAMAGE CLAIMS

107-16 OPENING SECTION OF PROJECT TO TRAFFIC

107-17 CONTRACTOR'S RESPONSIBILITY FOR WORK

107-18 FURNISHING RIGHT OF WAY

107-19 PERSONAL LIABILITY OF PUBLIC OFFICIALS

107-20 WAIVER OF LEGAL RIGHTS BY THE DEPARTMENT

107-21 SAFETY AND ACCIDENT PROTECTION

107-22 WAGES AND CONDITIONS OF EMPLOYMENT

107-23 LIABILITY TO THIRD PARTIES

107-25 HAZARDOUS, CONTAMINATED AND TOXIC MATERIAL

107-26 FINES AND LEVIES AGAINST THE DEPARTMENT

SECTION 108 PROSECUTION AND PROGRESS, INCLUDING ONLY THE FOLLOWING:

108-1 GENERAL

108-2 PROGRESS SCHEDULE

108-3 PRECONSTRUCTION CONFERENCE

108-4 CONSTRUCTION CONFERENCES

108-5 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

108-6 SUBLETTING OF CONTRACT (excluding reference to N.C.G.S. § 136-29, and to disqualification from further bidding as per 102-15.)

108-7 TEMPORARY SUSPENSION OF THE WORK

108-8 FAILURE TO MAINTAIN SATISFACTORY PROGRESS (excluding reference to the Prequalified Bidders List)

108-9 DEFAULT OF CONTRACT

108-10 CONTRACT TIME AND INTERMEDIATE CONTRACT TIME.

108-11 LIQUIDATED DAMAGES

108-12 EXTENSION OF CONTRACT TIME AND APPORTIONMENT OF LIQUIDATED DAMAGES.

108-13 TERMINATION OF CONTRACT

108-14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

SECTION 109 MEASUREMENT AND PAYMENT, INCLUDING ONLY THE FOLLOWING:

109-1 MEASUREMENT OF QUANTITIES

109-2 SCOPE OF PAYMENT

109-4 PARTIAL PAYMENTS (excluding (C) Unbalanced Bids)

109-5 PAYMENT FOR MATERIAL TO BE USED IN THE WORK

109-6 PAYMENT FOR LEFTOVER MATERIALS

109-7 COMPENSATION PAID AT CONTRACT PRICES

109-8 FUEL PRICE ADJUSTMENTS

109-9 FINAL PAYMENT

109-10 DOCUMENTS REQUIRED FOR THE PROCESSING OF THE FINAL PAYMENT

109-11 INTEREST ON FINAL PAYMENT

SECTION 150 MAINTENANCE OF TRAFFIC

Whenever the terms of the Contract Proposal or any of the contract documents, reference the Standard Specifications, the intended meaning of the terms below shall be as follows:

"State", "Department", or "Department of Transportation" shall be replaced by the words "Town of Huntersville".

"Board" or "Board of Transportation" shall be replaced with the words "Town of Huntersville".

"Engineer", "Resident Engineer", or "District Engineer" shall be replaced by the "Town Engineer or his/her duly authorized representative".

"Sampling and testing by Department" shall be replaced by the words "inspection by the Town of Huntersville or its duly authorized representative".

"Inspection by Department" shall be replaced by the words "Inspection by the Town of Huntersville or its duly authorized representative".

2.0.1 Definitions

Definitions contained within the Standard Specifications in 101-3 DEFINITIONS shall apply, except to the extent they are modified by the terms of the Contract Proposal, in which case the Contract Proposal shall control.

2.0.2 Other Definitions

“Contract” The Contract shall consist of the following documents:

The Invitation to Bid, including any and all Addenda.

The Bid Bond

The Contract Proposal, including all third-party documents referenced in the Contract Proposal, attachments to the Contract Proposal, and all Addenda.

The Town Standard Construction Services Contract, attached hereto as Exhibit C.

The Bidding documents submitted by the successful bidder.

The Payment and Performance Bonds

“Addendum (Addenda) - written modifications to the Contract documents made and distributed prior to the Bid Opening.

“Contractor” Contractor shall mean the successful bidder with whom the Town enters into the Contract for performance of the Work.

“Town” Town means the Town of Huntersville, North Carolina, a municipal corporation.

“Project” The Project is the Huntington Greenway Sidewalk Project shown on Exhibits A.

2.1 AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Town Construction Engineer / Director of Public Works for the Town of Huntersville, acting directly or through his/her duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His/her decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the 2018 Standard Specifications for Roads and Structures.

2.2 CONTRACTOR QUALIFICATION

The Contractor shall be properly licensed in accordance with applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board.

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be qualified in the work items in the prime contractor’s construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

2.3 AWARD & EXECUTION OF CONTRACT AND NOTICE TO PROCEED

The award of contract, if made, will be made based on the lowest, responsive, responsible bidder, taking into account quality, performance and time for performance specified in the

Proposal. The apparent low bidder will be notified that they are the apparent low bidder. If the apparent low bidder is determined to be a responsible bidder, the apparent low bidder will be notified that his/her quotation has been accepted.

The Town of Huntersville will award the contract conditioned upon funds being available for construction and other governmental approvals as may be required. The Town of Huntersville reserves the right to terminate or suspend the contract in whole or in part if funds will not be available for payment of all or a part of the work to be performed during a fiscal year. In the event of termination of contract, the contractor shall be given a written notice of termination at least sixty (60) days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with contract specifications.

The successful Bidder will be required to enter into the Town's Standard Form Contract, included as part of this Project, and must execute the Contract no later than ten (10) consecutive calendar days following the Award from the Town. Failure of a Bidder to execute the Contract within said ten (10) day period shall result in the forfeiture of the bidder's bid bond as described below.

A Notice to Proceed will be issued to the successful bidder upon receipt of a fully executed contract, bonds, insurance certificates, and any other documents required by the terms of the contract.

2.4 SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of this contract or any portion thereof; or his/her right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the 2018 Standard Specifications for Roads and Structures. The Contractor will not be permitted to sublet more than sixty percent (60%) of the total contract amount.

2.5 INDEMNIFICATION

To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless the Town of Huntersville and its agents and employees, from and against all claims, damages, losses and expenses, including litigation expenses and attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the Town of Huntersville or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

2.6 BID SECURITY REQUIREMENTS

A Bid Security is required in accordance with Article 102-10 of the 2018 Standard Specifications for Roads and Structures.

2.7 INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall not close or narrow a lane of traffic, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

Holiday and Holiday Weekend Lane Closure Restrictions

- For unexpected occurrence that creates unusually high traffic volumes, as directed by the Engineer.
- For New Year's Day, between the hours of 6:00 A.M. December 31st and 8:00 A.M. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 A.M. the following Tuesday.
- For Easter, between the hours of 4:00 A.M. Friday and 9:00 A.M. Monday.
- For Memorial Day, between the hours of 4:00 P.M. Friday and 8:00 A.M. Tuesday.
- For Independence Day, between the hours of 6:00 A.M. the day before Independence Day and 8:00 A.M. the day after Independence Day. If Independence Day is on a Friday, Saturday, Sunday, or Monday, then between the hours of 6:00 A.M. the Thursday before Independence Day and 8:00 A.M. the Tuesday after Independence Day.
- For Labor Day, between the hours of 4:00 P.M. Friday and 9:00 A.M. Tuesday.
- For Thanksgiving Day, between the hours of 6:00 A.M. Tuesday and 8:00 A.M. Monday.
- For Christmas, between the hours of 6:00 A.M. the Friday before the week of Christmas Day and 8:00 A.M. the following Tuesday after the week of Christmas Day.

2.8 MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the 2018 Standard Specifications for Roads and Structures and the Department's "Materials and Tests Manual." However, the Engineer may reduce the frequency of sampling and testing where he/she deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

All quantity tickets for items not measurable in place shall be submitted to the Engineer within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the contractor or his/her authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of the delivery and submittal of tickets to the Engineer.

2.9 BASIS OF PAYMENTS, CLAIMS, AND RETAINAGE

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery and tools, materials necessary for the prosecution and completion of the

work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Town of Huntersville and shall identify streets for which payment is being requested. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. An amount equal to five percent (5%) of the total amount due on the partial pay estimate can be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection. Retainage shall be in accordance with N.C.G.S. § 143-134.1.

2.10 TAXES AND LICENSES

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing Town of Huntersville contracts. Use tax is also due on construction equipment brought into North Carolina for use in the performance of Town of Huntersville contracts (NC Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable privilege licenses (NC Revenue Laws, G.S. 105-54). Contractors are also liable for payment of applicable franchise, corporate income, license, and withholding taxes (NC Revenue Laws, G.S. 105-122, G.S. 105-23, G.S. 105-134 and G.S. 105-163.2).

Contractor shall provide certification that all taxes were paid in accordance with the above listed statutes with each payment request. The certification shall be signed by a company officer and certified by a Notary Public.

2.11 UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of forty-eight (48) hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his/her representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of construction personnel and the public. Utilities damaged by the Contractor due to his/her negligence will be repaired at the Contractor's expense.

2.13 SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one (1) permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within a twenty-four (24) hour given notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one (1) competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract, and plans; and receiving and carrying out directions from the Engineer or his/her authorized representatives. He/she shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his/her option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

Notwithstanding anything in the Contract Documents to the contrary, 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.

2.14 PAYMENT AND PERFORMANCE BONDS

The contractor will be required to execute both a payment bond and a performance bond in accordance with G.S. 44A-26. The contractor, by the execution of the award, shall provide the Town of Huntersville with a contract payment bond and a contract performance bond each in an amount equal to one hundred percent (100%) of the amount of the contract. The corporate surety furnishing the bonds shall be authorized to do business in the State. The contractor's failure to provide acceptable bonds by the execution date of the award shall be just cause for rescinding the award of the contract.

Payment Bonds

The successful bidder will be required to submit to the Town a Payment Bond in form attached to this Contract Proposal as Exhibit D.

Performance Bonds

The successful bidder will be required to submit to the Town a Performance Bond in form attached to this Contract Proposal as Exhibit D.

2.15 NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer seventy-two (72) hours in advance of beginning work on this project and/or any foreseeable project delays. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection, or acceptance testing required.

2.16 PERSONAL PROTECTIVE EQUIPMENT (PPE)

All Contractors and contractors' personnel, all subcontractors and their personnel, and any material supplies and their personnel must wear an OSHA Approved reflective vest or outer garment at all times while on the project. Failure to wear the proper equipment will result in immediate removal of said person from the job site.

2.17 INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance, as required by the Town Standard Contract, attached hereto as Exhibit C2.

2.18 ANTIDISCRIMINATION AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sex (including sexual orientation, gender identity, and pregnancy), national origin, race, ethnic background, color, religion, age, genetic information, or disability. The Town of Huntersville is committed to providing opportunity for HUB and encourages bids from The Minority Business Enterprises (MBE) and Women Businesses Enterprises (WBE).

2.19 PROJECT DISPUTES

Disputes arising for the Project will be governed by the Town's RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN TOWN OF HUNTERSVILLE CONSTRUCTION PROJECTS, see Exhibit K.

2.20 N.C. E-VERIFY REQUIREMENTS

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

2.21 IRAN DIVESTMENT ACT

The Contractor shall not be listed on the Final Divestment List ("Divestment List") created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, et seq, ("Iran Divestment Act of 2015"). The Contractor shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

2.22 COMPANIES THAT BOYCOTT ISRAEL LIST

With the execution hereof, Firm, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

2.23 DEFAULT OF CONTRACT, STRICT COMPLIANCE AND WAIVER

Contract

The Town of Huntersville shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. The Contractor shall be liable for all losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any subcontractors which causes damage to others for which the Town is found liable by a court of appropriate jurisdiction, or in another similar proceedings. In addition to the remedies provided in Article 108-9 of the Standard Specifications, the Town shall have all available remedies for Contractor's breach in in law and equity. Venue for any dispute arising under the Contract shall be any State or Federal Court of competent jurisdiction located in Mecklenburg County, North Carolina.

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.

Waiver

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.

2.24 FINAL INVOICE

After the project has been completed and accepted, the Contractor shall submit his/her invoice for final payment to the following address:

Mr. Kevin Garton, P.E.
Town of Huntersville
Post Office Box 664
Huntersville, NC 28070

The reports listed below shall be submitted with the invoice requesting final payment:

1. Contractor's affidavit for release and waiver of claims, stating that all obligations and debts have been satisfied, or an affidavit which includes a list of obligations not satisfied.
2. Any property owner's signed release for waste and borrow areas.
3. Any materials, invoices, or certifications required and not previously submitted.
4. Any claims for time extensions or additional compensation.

3.0 PROJECT SPECIAL PROVISIONS - ROADWAY

Standard Specifications. Those provisions of North Carolina Department of Transportation 2018 Standards for Roads and Structures (“Standard Specifications”) specifically referenced in Section 2.0 of this Contract Proposal are incorporated herein by reference and shall be considered a part of the Contract. Divisions 2 through 17 of the Standard Specifications for Roads and Structures which are applicable to the Work being performed as part of the Project shall be considered as part of the Project Specification and are hereby incorporated by reference as part of the Contract. To the extent that the terms of the Contract Proposal modify the terms of the Standard Specifications or the extent that there is a conflict between the terms of the Contract Proposal and the Standard Specifications, the terms of the Contract Proposal shall control.

Whenever the terms of the Contract Proposal or any of the contract documents, reference the Standard Specifications, the intended meaning of the terms below shall be as described in Section 2.0

3.1 CONTRACT TIME AND LIQUIDATED DAMAGES

The completion date for this project is September 27, 2024. No extensions will be authorized except as authorized by Article 108-10 of the 2018 Standard Specifications for Roads and Structures. Contractor and the Town agree that the Contractor’s failure to perform in compliance with the Agreement will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town’s damages, and thus constitute liquidated damages, and not penalties, for the Contractor’s breach of this Agreement. If the Contractor fails to perform in accordance with this agreement, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under this Agreement. Liquidated damages for this contract for failure to complete the Project by the completion date are one thousand dollars (\$1,000.00) per calendar day. The liquidated damages provided by this Section 3.1 are separate and apart from the liquidated damages specified for unauthorized mid-Project suspensions by the Contractor as described in Section 3.2 below.

3.2 PROSECUTION OF WORK

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he/she begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his/her operations except for reasons beyond his/her control or except where the Engineer has authorized a suspension of the Contractor’s operations in writing.

It is further the intent that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with the equipment, materials, and methods of construction as may be required to complete the work described in the contract, or as may be amended, by the completion date.

The Contractor and the Town agree that the Contractor’s failure to perform in compliance with the Agreement will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town’s damages, and thus constitutes liquidated damages, and not penalties, for the Contractor’s breach of this Agreement. If the Contractor fails to perform in accordance with this Agreement, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under This agreement. In the event that the

Contractor's operations are suspended mid-Project in violation of the above provisions, the sum of one thousand dollars (\$1,000.00) will be charged to the contractor as liquidated damages for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work by the completion date.

3.4 PROMPT PAYMENT

Within seven (7) calendar days of receiving payments for work performed or services rendered on the project, contractors at all levels, including prime, subcontractor, or second tier subcontractor, shall pay subcontractors, second tier subcontractors, or material suppliers as appropriate. This seven-day period begins upon receipt of payment by the contracting firm obligated to make subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided. If any retainage is held on subcontractors, all retainages shall be released within seven calendar days of release by the Town of Huntersville.

Failure of any entity to make prompt payment as defined herein may result in withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision.

3.5 DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain reasonable ingress and egress by way of driveway and/or foot access for all residents and property owners throughout the life of the project. Contractor shall provide access to mail and trash services to existing properties. The Contractor shall provide reasonable advance notice to all residents/property owners of any service interruptions or deferred access. If any damage to a residents' driveway, outside of the construction limits, will be the Contractor's reasonability to be replace in like-kind. The Contractor shall also ensure contractors at all levels, including prime, subcontractor, or second tier subcontractor follow this section 3.4.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a Town system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

3.6 DENSITY TEST

Density tests may be taken in accordance with the 2018 Standard Specifications for Roads and Structures or as directed by the Engineer. The Contractor shall shape and compact the subgrade in any widened area to the satisfaction of the Engineer.

3.7 PRICE ADJUSTMENT - ASPHALT BINDER

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2018 Standard Specifications Road and Structures.

The base price index for asphalt binder is \$ 575.00 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals as of December 1, 2023.

3.8 ADJUSTMENT OF MANHOLES, METER BOXES AND VALVE BOXES

Adjustment of manholes, meter boxes, and valve boxes shall be in accordance with Section 858 of the 2018 Standard Specifications for Roads and Structures with the following exceptions:

- i. The Engineer may restrict the raising of structures to a period not greater than seventy-two (72) hours prior to resurfacing.
- ii. All pavement placed on structure covers shall be immediately removed after the paving machine has passed over the structure.
- iii. The Engineer may require structure adjustment after resurfacing is complete.

For the purpose of this contract, where applicable, the use of cast iron or steel fittings will be an acceptable means to raise manholes, and valves.

Basis of Payment

Measurement and payment will be in accordance with Section 858 of the 2018 Standard Specifications for Roads and Structures.

3.9 THERMOPLASTIC PAINTED PAVEMENT MARKINGS

Thermoplastic painted pavement markings shall be in accordance with Section 1205 of the 2018 Standard Specifications for Roads and Structures with the following exceptions:

- i. Premark within 3 days of completion of individual said street unless specified elsewhere in the contract.
- ii. Permanent markings to be placed within 7 days of final asphalt surface installation.

Measurement and Payment

Thermoplastic painted pavement markings will be measured and paid in accordance with Article 1205-10 of the 2018 Standard Specifications for Roads and Structures.

4.0 EXECUTION OF CONTRACT PROPOSAL

In compliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted and a contract awarded, to furnish the services for the prices quoted and completed in Exhibit B Itemized Proposal along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

This Contract for Huntington Greenway Sidewalk Project Improvements, and all attachments, (collectively this "Contract") is by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and

Kemp Sigmon Construction Co., Inc., (the "Contractor") with address
PO Box 1210, Claremont, NC 28610

Contractor's Federal Social Security ID No.: 26-0224731

Contractor's License No.:

67058

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: Kemp Sigmon Construction Co., Inc.

Name of Contractor (type or print)

Town Manager

By: [Signature]

(Signature)

Attest:

Title: President

Town Clerk

Attest: [Signature]

(Secretary, if a corporation)

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

Finance Director



Engineering & Public Works

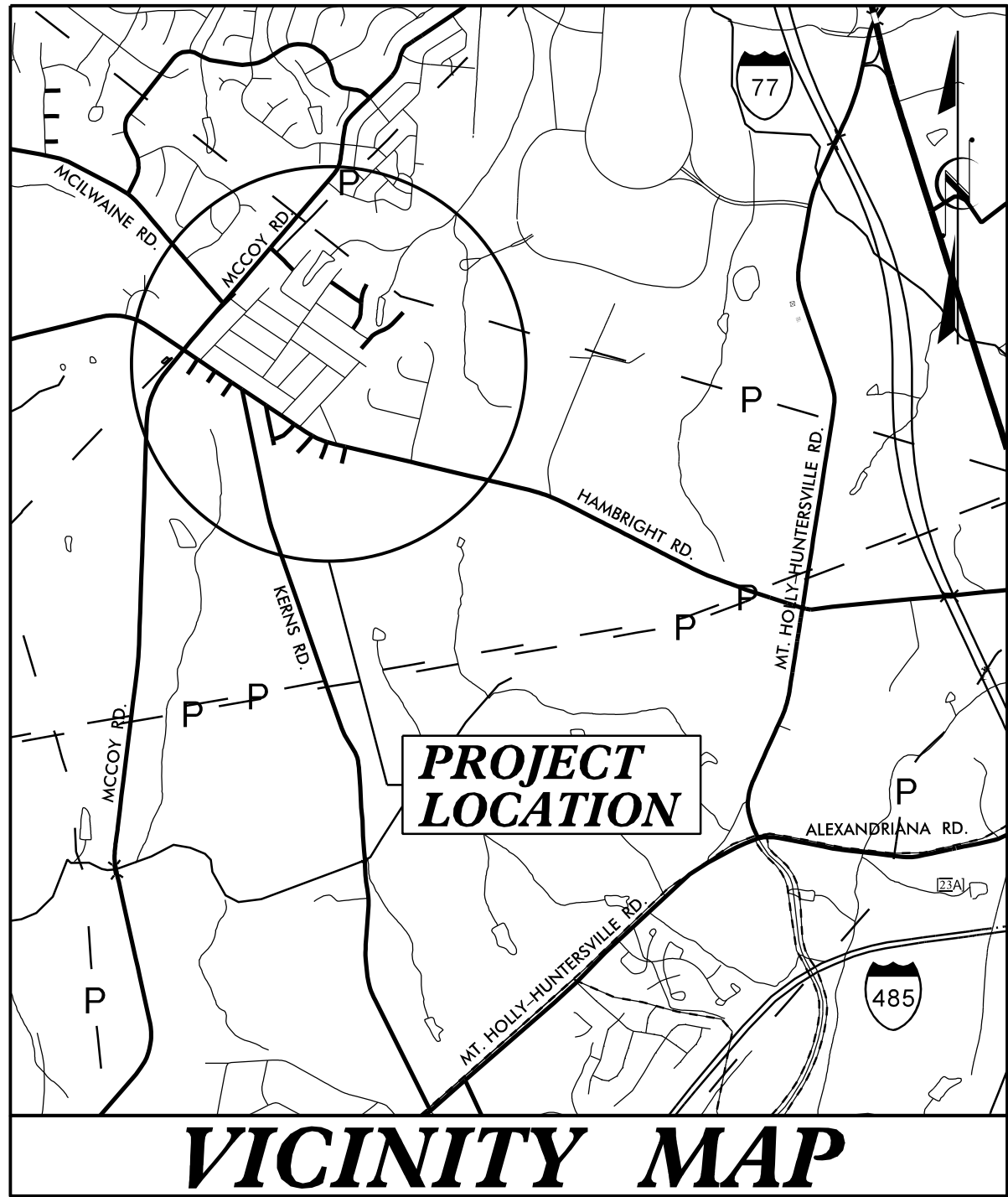
Post Office Box 664 • 105 Gilead Road, Suite 300 • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

EXHIBIT A – PLANS FOR BIDDING ONLY

05/30/17

CONTRACT: HUNTINGTON GREEN SIDEWALK

See Sheet 1A For Index of Sheets
See Sheet 1B For Conventional Symbols
See 1C Sheet Series For Survey Control



VICINITY MAP

NOT TO SCALE

90% PLANS

TOWN OF HUNTERSVILLE
ENGINEERING & PUBLIC WORKS

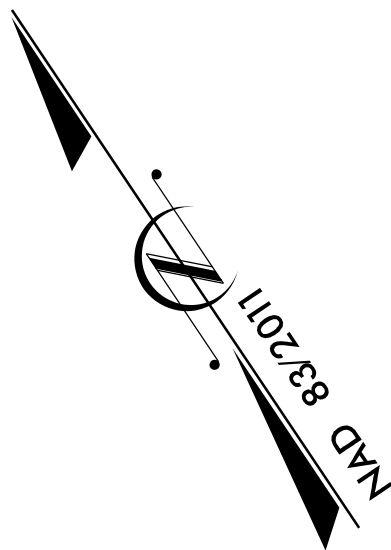
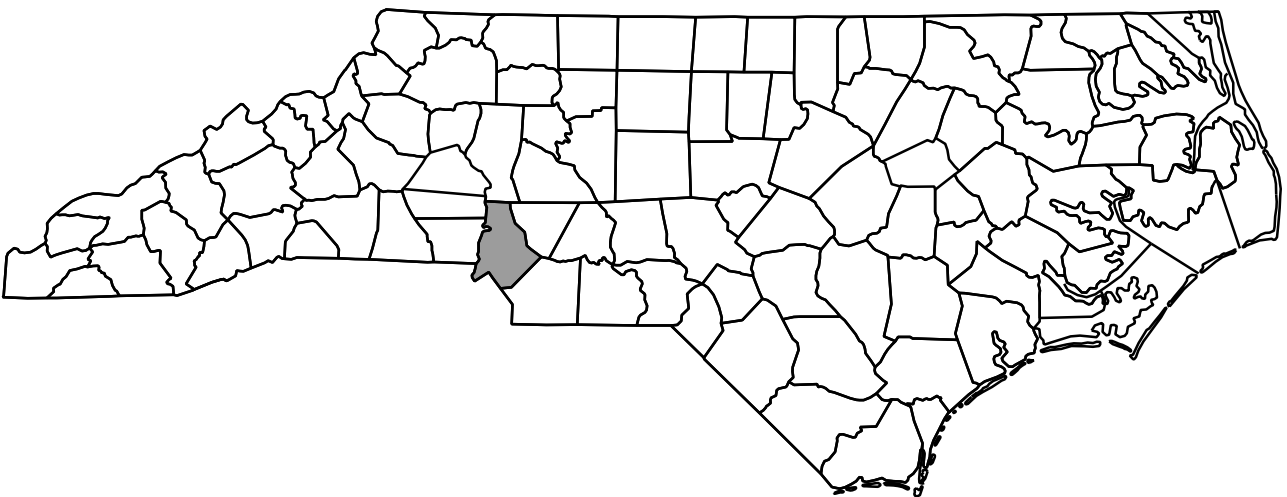
MECKLENBURG COUNTY

CONSTRUCTION PLANS OF PROPOSED
HUNTINGTON GREEN SIDEWALK

LOCATION: NORTHERN SIDE OF HAMBRIGHT ROAD
(SR 2117) AND EASTERN SIDE OF
MCCOY ROAD (SR 2138)

TYPE OF WORK: SIDEWALK, GRADING, DRAINAGE,
CURB & GUTTER, PAVEMENT

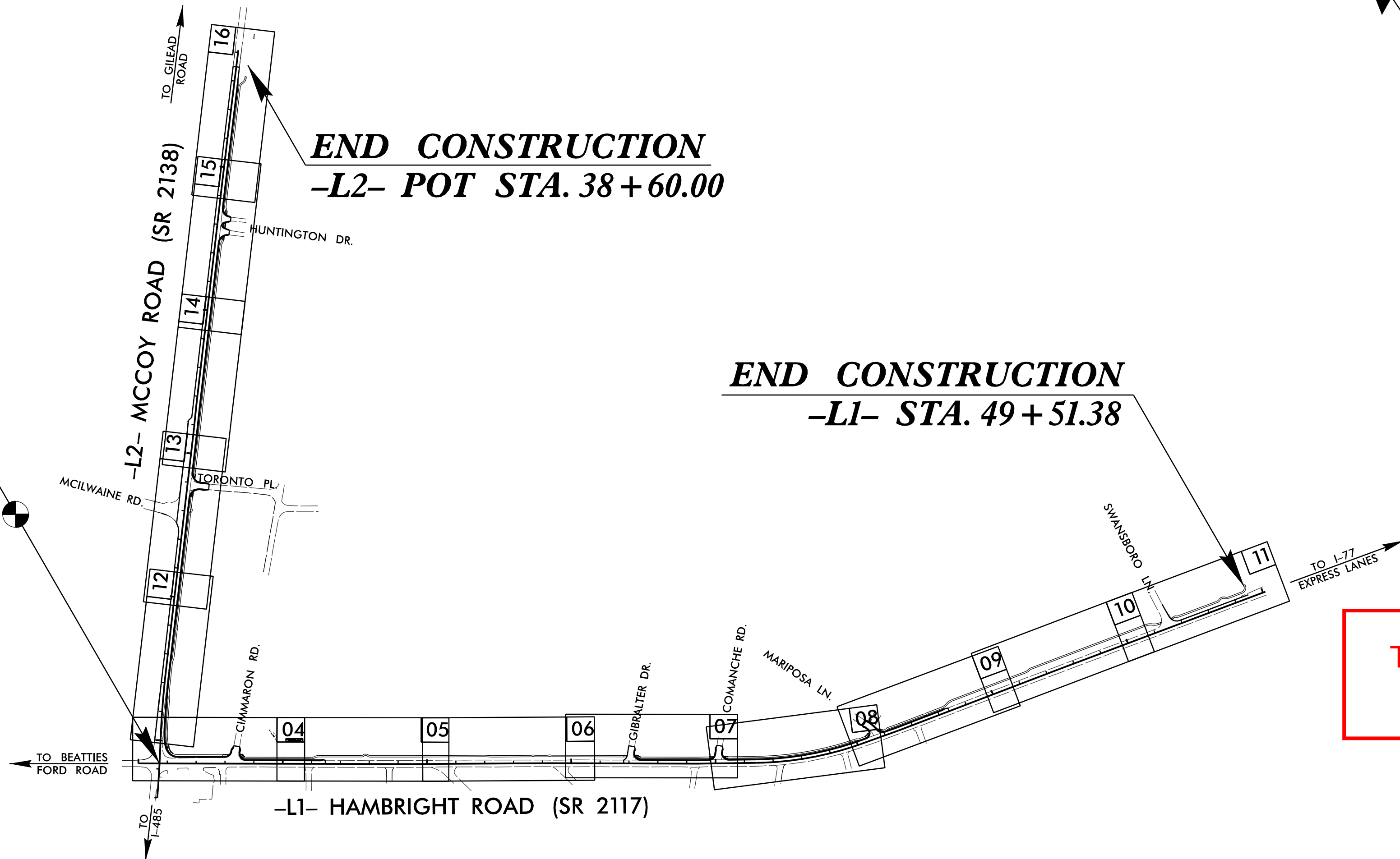
STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.		1	
PROJECT NO.			
STATE PROJ. NO.	F.A. PROJ. NO.	DESCRIPTION	



BEGIN PROJECT
-L1- POT STA. 10 + 60.44
-L2- POC STA. 14 + 18.74

END CONSTRUCTION
-L2- POT STA. 38 + 60.00

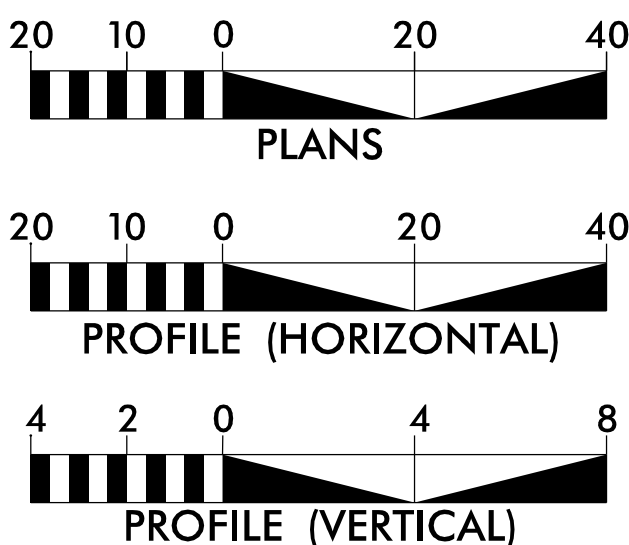
END CONSTRUCTION
-L1- STA. 49 + 51.38



THERE IS NO CONTROL OF ACCESS ON THIS PROJECT.

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION
DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

GRAPHIC SCALES



DESIGN DATA

ADT 2018 = 11,000
ADT 2045 = 12,000
K = %
D = %
T = % *
V = 50 MPH
* TTST = DUAL
FUNC CLASS =
MAJOR COLLECTOR

PROJECT LENGTH

LENGTH ROADWAY -L1- (HAMBRIGHT RD.) = 0.737 MILES
LENGTH ROADWAY -L2- (MCCOY RD.) = 0.462 MILES
TOTAL LENGTH PROJECT = 1.198 MILES

DESIGN SPEED -L1- = 40 MPH
DESIGN SPEED -L2- = 50 MPH

PLANS PREPARED BY:



DRMP NC, INC.
4235 SOUTH STREAM BLVD., SUITE 150
CHARLOTTE, NORTH CAROLINA 28217
(704) 332-2289
NC LICENSE NO. C-4923

FOR
TOWN OF HUNTERSVILLE

2018 STANDARD SPECIFICATIONS

RIGHT OF WAY DATE:

LETTING DATE:

MICHAEL D. HAGE, P.E.
PROJECT ENGINEER
TIMOTHY A. KLOTZ, P.E.
PROJECT DESIGN ENGINEER

NC DOT CONTACT:
FELIX A. OBREGON, P.E.
DISTRICT 2 ENGINEER

HYDRAULICS
ENGINEER

SIGNATURE: P.E.

ROADWAY DESIGN
ENGINEER

SIGNATURE: P.E.



TOWN CONTACT:
LORA MASTROFRANCESCO, P.E.
PROJECT MANAGER

PROJECT REFERENCE NO.	SHEET NO.
HGSD	1A
ROADWAY DESIGN ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

INDEX OF SHEETS

SHEET NUMBER

SHEET

- 1
- 1A
- 1B
- 2A-1
- 2C-1 THRU 2C-3
- 2D-1 THRU 2D-2
- 3B-1
- 3D-1 THRU 3D-3
- 3P-1
- 4 THRU 16
- TMP-1 THRU TMP-1A
- EC-1 THRU EC-17
- S&D-1 THRU S&D-16
- X-1A
- X-1 THRU X-28
- TITLE SHEET
- INDEX OF SHEETS, GENERAL NOTES,
AND LIST OF STANDARDS
- CONVENTIONAL SYMBOLS
- TYPICAL SECTIONS
- SPECIAL DETAILS
- DRAINAGE DETAILS
- ROADWAY SUMMARIES
- DRAINAGE SUMMARIES
- PARCEL INDEX SHEET
- PLAN AND PROFILE SHEETS
- TRANSPORTATION MANAGEMENT PLANS
- EROSION CONTROL PLANS
- SIGNING AND PAVEMENT MARKING PLANS
- CROSS-SECTION SUMMARY
- CROSS-SECTIONS

EFF. 01-16-2018

2018 ROADWAY ENGLISH STANDARD DRAWINGS

REV.

The following Roadway Standards as appear in "Roadway Standard Drawings" Highway Design Branch - N. C. Department of Transportation - Raleigh, N. C., Dated January, 2018 are applicable to this project and by reference hereby are considered a part of these plans:

STD.NO.	TITLE
DIVISION 2 - EARTHWORK	
200.02	Method of Clearing - Method II
225.02	Guide for Grading Subgrade - Secondary and Local
225.04	Method of Obtaining Superelevation - Two Lane Pavement
DIVISION 3 - PIPE CULVERTS	
300.01	Method of Pipe Installation
310.03	Cross Pipe End Section - Precast Concrete Section for 18" to 30" Pipe
310.10	Driveway Pipe Construction
DIVISION 6 - ASPHALT BASES AND PAVEMENTS	
654.01	Pavement Repairs
DIVISION 8 - INCIDENTALS	
840.00	Concrete Base Pad for Drainage Structures
840.01	Brick Catch Basin - 12" thru 54" Pipe
840.02	Concrete Catch Basin - 12" thru 54" Pipe
840.03	Frame, Grates and Hood - for Use on Standard Catch Basin
840.04	Concrete Open Throat Catch Basin - 12" thru 48" Pipe
840.05	Brick Open Throat Catch Basin - 12" thru 48" Pipe
840.14	Concrete Drop Inlet - 12" thru 30" Pipe
840.15	Brick Drop Inlet - 12" thru 30" Pipe
840.16	Drop Inlet Frame and Grates - for use with Std. Dwg 840.14 and 840.15
840.25	Anchorage for Frames - Brick or Concrete or Precast
840.45	Precast Drainage Structure
846.01	Concrete Curb, Gutter and Curb & Gutter
848.01	Concrete Sidewalk
848.03	Driveway Turnout - Drop Curb Type
848.04	Street Turnout
848.05	Curb Ramp - Proposed Curb & Gutter

GENERAL NOTES:

2018 SPECIFICATIONS
EFFECTIVE: 01-16-2018
REVISED:

GRADING AND SURFACING:

THE GRADE LINES SHOWN DENOTE THE FINISHED ELEVATION OF THE PROPOSED SURFACING AT GRADE POINTS SHOWN ON THE TYPICAL SECTIONS. GRADE LINES MAY BE ADJUSTED AT THEIR BEGINNING AND ENDING AND AT STRUCTURES AS DIRECTED BY THE ENGINEER IN ORDER TO SECURE A PROPER TIE-IN.

CLEARING:

CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD 11.

SUPERELEVATION:

ALL CURVES ON THIS PROJECT SHALL BE SUPERELEVATED IN ACCORDANCE WITH STD. NO. 225.04 USING THE RATE OF SUPEREVATION AND RUNOFF SHOWN ON THE PLANS. SUPERELEVATION IS TO BE REVOLVED ABOUT THE GRADE POINTS SHOWN ON THE TYPICAL SECTIONS.

SIDE ROADS:

THE CONTRACTOR WILL BE REQUIRED TO DO ALL NECESSARY WORK TO PROVIDE SUITABLE CONNECTIONS WITH ALL ROADS, STREETS, AND DRIVES ENTERING THIS PROJECT. THIS WORK WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE PARTICULAR ITEMS INVOLVED.

DRIVEWAYS:

DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD. 848.03 AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.

STREET TURNOUT:

STREET RETURNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD. NO. 848.04 USING THE RADII NOTED ON PLANS.

TEMPORARY SHORING:

SHORING REQUIRED FOR THE MAINTENANCE OF TRAFFIC WILL BE PAID FOR AS "EXTRA WORK" IN ACCORDANCE WITH SECTION 104-7.

UTILITIES:

UTILITY OWNERS ON THIS PROJECT ARE

ANY RELOCATION OF EXISTING UTILITIES WILL BE ACCOMPLISHED BY OTHERS, EXCEPT AS SHOWN ON THE PLANS.

RIGHT-OF-WAY MARKERS:

ALL RIGHT-OF-WAY MARKERS ON THIS PROJECT SHALL BE PLACED BY OTHERS.

CURB RAMPS

CURB RAMPS ARE SHOWN ON THE PLANS AT APPROXIMATE LOCATIONS. CONSTRUCT ALL CURB RAMPS IN ACCORDANCE WITH STD 848.05 AND/OR SPECIAL DETAILS 2C-1 THROUGH 2C-3.

DRIVEWAYS AND SIDEWALKS

PROPOSED DRIVEWAY ENTRANCE DIMENSIONS ARE FROM EXPANSION JOINT TO EXPANSION JOINT. MATCH REPLACEMENT MATERIALS TO THE EXISTING SURFACE ACCORDINGLY:
CONCRETE - SIX-INCH PORTLAND CEMENT CONCRETE (3600 PSI).
ASPHALT - (COMMERCIAL) TWO-INCH S9.5C COURSE AND FOUR-INCH 119.0C INTERMEDIATE COURSE.
(RESIDENTIAL) TWO-INCH S9.5C COURSE AND FOUR-INCH AGGREGATE BASE COURSE (ABC).
GRAVEL - SIX-INCH INCIDENTAL STONE

SIDEWALK SHALL BE FOUR INCHES THICK AND SIX INCHES THICK AT DRIVEWAY CROSSINGS.

CROSS SLOPES ON SIDEWALKS SHALL NOT EXCEED 2.0%

RUNNING SLOPES ALONG SIDEWALKS SHALL NOT EXCEED 5.0% OR THE ADJACENT ROADWAY SLOPE AS MEASURED AT THE GUTTER PAN, WHICHEVER IS GREATER.

A TURNING SPACE (LANDING AREA) SHALL BE PROVIDED AT ALL LOCATIONS WHERE A PEDESTRIAN MIGHT TURN TO CHANGE DIRECTION OF TRAVEL. THE LANDING SHALL BE A MINIMUM OF 4 FEET BY 4 FEET, UNLESS NOTED BY THE ENGINEER. TYPICALLY LANDING DIMENSIONS WILL MATCH SIDEWALK WIDTH. THE LANDING ALSO SHALL NOT EXCEED 2.0% SLOPE MEASURED PERPENDICULAR TO THE ROADWAY. THE LANDING ALSO SHALL NOT EXCEED 2.0% OR ADJACENT ROADWAY SLOPE, WHICHEVER IS GREATER, MEASURED PARALLEL TO THE ROADWAY.

A CROSS SLOPE TRANSITION PANEL MAY BE REQUIRED WHERE PROPOSED SIDEWALK MEETS EXISTING SIDEWALK WITH A CROSS SLOPE GREATER THAN 2.0%. THE TRANSITION PANEL SHALL NOT EXCEED 2.0% ON THE SIDE OF THE PROPOSED SIDEWALK AND/OR RAMP AND SHALL MATCH THE EXISTING CROSS SLOPE ON THE SIDE OF THE EXISTING SIDEWALK.

Note: Not to Scale

BOUNDARIES AND PROPERTY:

State Line	
County Line	
Township Line	
City Line	
Reservation Line	
Property Line	
Existing Iron Pin (EIP)	
Computed Property Corner	
Existing Concrete Monument (ECM)	
Parcel/Sequence Number	
Existing Fence Line	
Proposed Woven Wire Fence	
Proposed Chain Link Fence	
Proposed Barbed Wire Fence	
Existing Wetland Boundary	
Proposed Wetland Boundary	
Existing Endangered Animal Boundary	
Existing Endangered Plant Boundary	
Existing Historic Property Boundary	
Known Contamination Area: Soil	
Potential Contamination Area: Soil	
Known Contamination Area: Water	
Potential Contamination Area: Water	
Contaminated Site: Known or Potential	

BUILDINGS AND OTHER CULTURE:

Gas Pump Vent or U/G Tank Cap	
Sign	
Well	
Small Mine	
Foundation	
Area Outline	
Cemetery	
Building	
School	
Church	
Dam	

HYDROLOGY:

Stream or Body of Water	
Hydro, Pool or Reservoir	
Jurisdictional Stream	
Buffer Zone 1	
Buffer Zone 2	
Flow Arrow	
Disappearing Stream	
Spring	
Wetland	
Proposed Lateral, Tail, Head Ditch	
False Sump	

RAILROADS:

Standard Gauge	
RR Signal Milepost	
Switch	
RR Abandoned	
RR Dismantled	

RIGHT OF WAY & PROJECT CONTROL:

Primary Horiz Control Point	
Primary Horiz and Vert Control Point	
Secondary Horiz and Vert Control Point	
Vertical Benchmark	
Existing Right of Way Monument	
Proposed Right of Way Monument (Rebar and Cap)	
Proposed Right of Way Monument (Concrete)	
Existing Permanent Easement Monument	
Proposed Permanent Easement Monument (Rebar and Cap)	
Existing C/A Monument	
Proposed C/A Monument (Rebar and Cap)	
Proposed C/A Monument (Concrete)	
Existing Right of Way Line	
Proposed Right of Way Line	
Existing Control of Access Line	
Proposed Control of Access Line	
Proposed ROW and CA Line	
Existing Easement Line	
Proposed Temporary Construction Easement	
Proposed Temporary Drainage Easement	
Proposed Permanent Drainage Easement	
Proposed Permanent Drainage/Utility Easement	
Proposed Permanent Utility Easement	
Proposed Permanent Sidewalk Easement	

ROADS AND RELATED FEATURES:

Existing Edge of Pavement	
Existing Curb	
Proposed Slope Stakes Cut	
Proposed Slope Stakes Fill	
Proposed Curb Ramp	
Existing Metal Guardrail	
Proposed Guardrail	
Proposed Milling	
Pavement Removal	
Equality Symbol	
Proposed 6" Concrete Driveway	

VEGETATION:

Single Tree	
Single Shrub	
Hedge	

Woods Line	
Orchard	
Vineyard	

EXISTING STRUCTURES:

MAJOR:	
Bridge, Tunnel or Box Culvert	
Bridge Wing Wall, Head Wall and End Wall	
MINOR:	
Head and End Wall	
Pipe Culvert	
Footbridge	
Drainage Box: Catch Basin, DI or JB	
Paved Ditch Gutter	
Storm Sewer Manhole	
Storm Sewer	

UTILITIES:

* SUE – Subsurface Utility Engineering
LOS – Level of Service – A,B,C or D (Accuracy)

POWER:	
Existing Power Pole	
Proposed Power Pole	
Existing Joint Use Pole	
Proposed Joint Use Pole	
Power Manhole	
Power Line Tower	
Power Transformer	
U/G Power Cable Hand Hole	
H-Frame Pole	
U/G Power Line Test Hole (SUE – LOS A)*	
U/G Power Line (SUE – LOS B)*	
U/G Power Line (SUE – LOS C)*	
U/G Power Line (SUE – LOS D)*	

TELEPHONE:

Existing Telephone Pole	
Proposed Telephone Pole	
Telephone Manhole	
Telephone Pedestal	
Telephone Cell Tower	
U/G Telephone Cable Hand Hole	
U/G Telephone Test Hole (SUE – LOS A)*	
U/G Telephone Cable (SUE – LOS B)*	
U/G Telephone Cable (SUE – LOS C)*	
U/G Telephone Cable (SUE – LOS D)*	
U/G Telephone Conduit (SUE – LOS B)*	
U/G Telephone Conduit (SUE – LOS C)*	
U/G Telephone Conduit (SUE – LOS D)*	
U/G Fiber Optics Cable (SUE – LOS B)*	
U/G Fiber Optics Cable (SUE – LOS C)*	
U/G Fiber Optics Cable (SUE – LOS D)*	

WATER:

Water Manhole	
Water Meter	
Water Valve	
Water Hydrant	
U/G Water Line Test Hole (SUE – LOS A)*	
U/G Water Line (SUE – LOS B)*	
U/G Water Line (SUE – LOS C)*	
U/G Water Line (SUE – LOS D)*	
Above Ground Water Line	

TV:

TV Pedestal	
TV Tower	
U/G TV Cable Hand Hole	
U/G TV Test Hole (SUE – LOS A)*	
U/G TV Cable (SUE – LOS B)*	
U/G TV Cable (SUE – LOS C)*	
U/G TV Cable (SUE – LOS D)*	
U/G Fiber Optic Cable (SUE – LOS B)*	
U/G Fiber Optic Cable (SUE – LOS C)*	
U/G Fiber Optic Cable (SUE – LOS D)*	

GAS:

Gas Valve	
Gas Meter	
U/G Gas Line Test Hole (SUE – LOS A)*	
U/G Gas Line (SUE – LOS B)*	
U/G Gas Line (SUE – LOS C)*	
U/G Gas Line (SUE – LOS D)*	
Above Ground Gas Line	

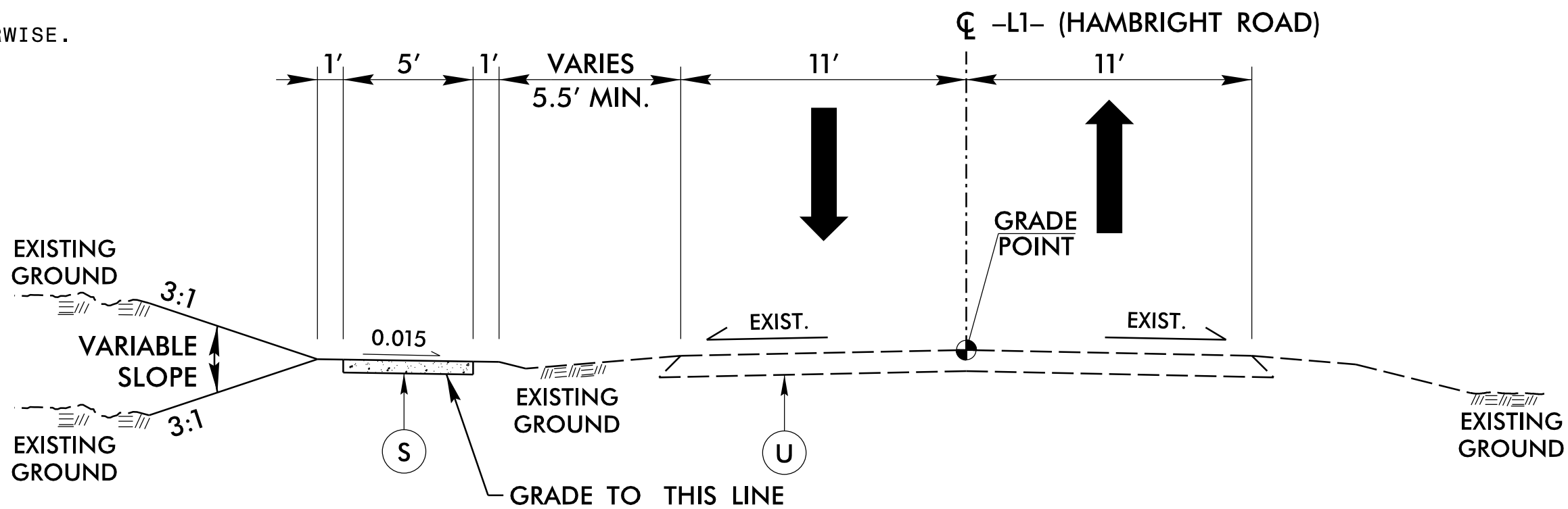
SANITARY SEWER:

Sanitary Sewer Manhole	
Sanitary Sewer Cleanout	
U/G Sanitary Sewer Line	
Above Ground Sanitary Sewer	
SS Force Main Line Test Hole (SUE – LOS A)*	
SS Force Main Line (SUE – LOS B)*	
SS Force Main Line (SUE – LOS C)*	
SS Force Main Line (SUE – LOS D)*	

MISCELLANEOUS:

Utility Pole	
Utility Pole with Base	
Utility Located Object	
Utility Traffic Signal Box	
Utility Unknown U/G Line (SUE – LOS B)*	
U/G Tank; Water, Gas, Oil	
Underground Storage Tank, Approx. Loc.	
A/G Tank; Water, Gas, Oil	
Geoenvironmental Boring	
Abandoned According to Utility Records	
End of Information	

PROJECT REFERENCE NO.		SHEET NO.	
HGSD		2A-1	
ROADWAY DESIGN ENGINEER		PAVEMENT DESIGN ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION			
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			
PLANS PREPARED BY:			
DRMP INC. INC. 4235 SOUTH STREAM BLVD., SUITE 150 CHARLOTTE, NC 28217 NC LICENSE NO. C-4823 (704) 332-2289			



Plan view of the proposed road layout. The proposed road is 11' wide and has a 0.015% grade. The existing road is 11' wide and has a 0.015% grade. The intersection is marked with a 'GRADE POINT' and a 'GRADE TO THIS LINE' label. The proposed road is shown with a 'SAWCUT' and a 'GRADE POINT'.

Plan view of the proposed drainage system. The layout shows a 12" pipe running from the left towards the right. Key features include:

- Manholes:** C1, C2, R, T, S.
- Catch Basins:** U, D1, E1.
- Culvert:** A 2.5' wide culvert with a 4' length, located under the 12" pipe.
- Grades:** The pipe is at a constant grade of 0.02. The culvert is at a grade of 0.015. The area to the right of the culvert has a variable slope of 3:1.
- Dimensions:** The distance from the left boundary to the first manhole (C1) is 11'. The distance from C1 to the culvert is 11'. The distance from the culvert to the right boundary is 2.5' + 4' + 5' + 1' = 12.5'.
- Notes:** "SEE NOTE" is indicated twice. "GRADE TO THIS LINE" is noted near the 12" pipe.
- Ground Levels:** Existing ground is shown on the left and right. The proposed grade is shown as a dashed line.

[illegible]

TYPICAL SECTION NO. 5
-L2- STA. 17+00.00 TO -L2- STA. 38+60.00

6/2/99

PROJECT REFERENCE NO.
HGSD

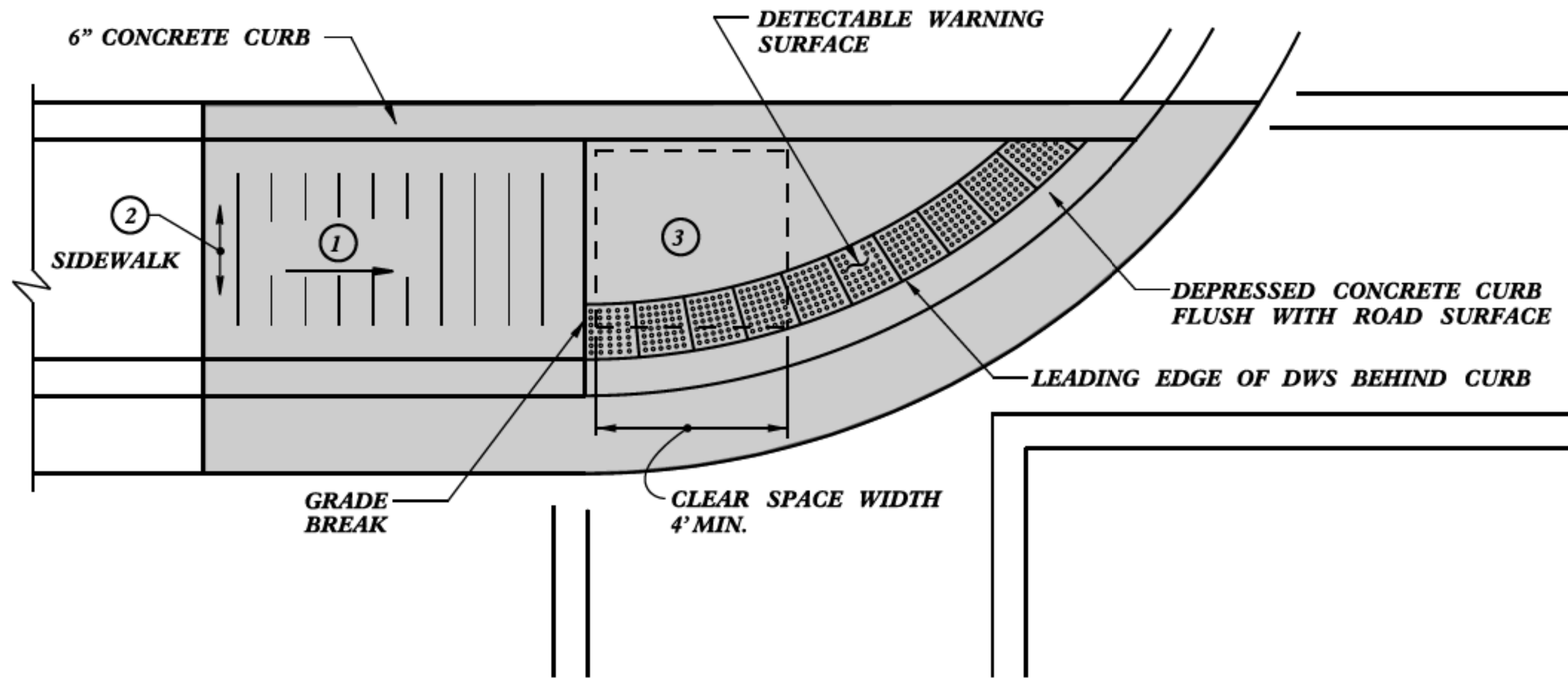
SHEET NO.
2C-1

ROADWAY DESIGN
ENGINEER

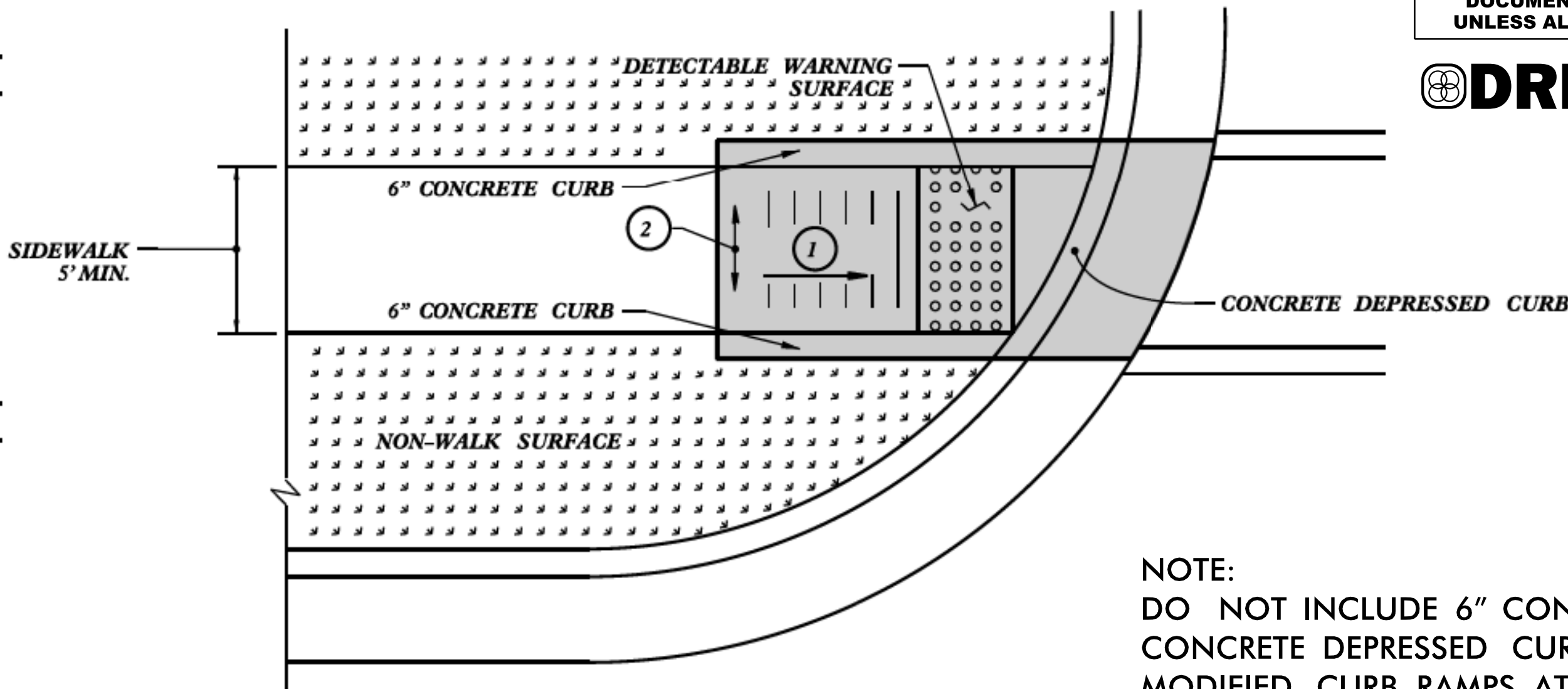
PRELIMINARY PLANS
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PLANS PREPARED BY:
DRMP
DRMP NC, INC.
4235 SOUTH STREAM BLVD., SUITE 150
CHARLOTTE, NC 28217
NC LICENSE NO. C-4823 (704) 332-2289



TYPE 1C

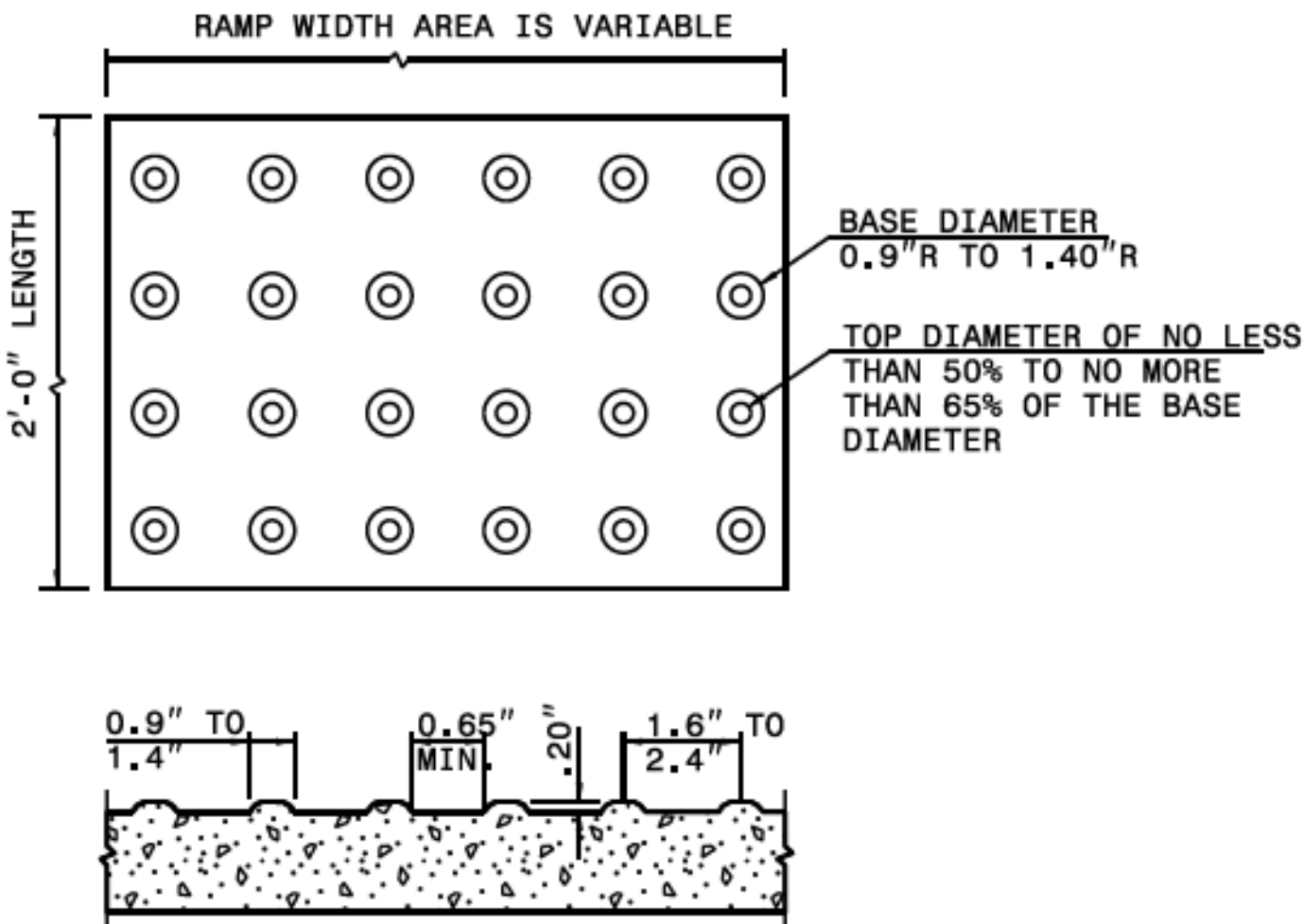


TYPE 1 MODIFIED

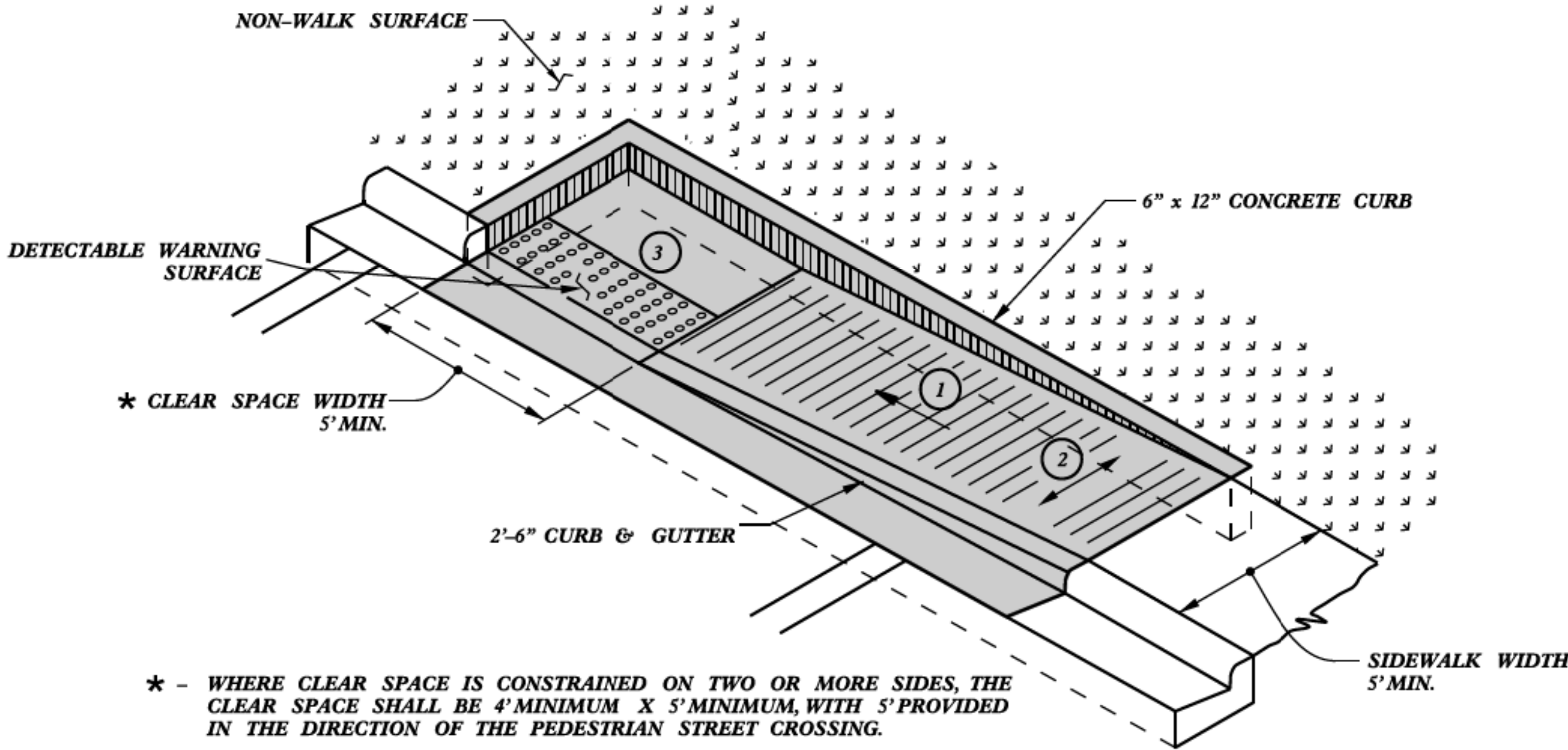
NOTE:
DO NOT INCLUDE 6" CONCRETE CURBS OR
CONCRETE DEPRESSED CURB FOR TYPE 1
MODIFIED CURB RAMPS AT THE FOLLOWING
LOCATIONS:
-L1- STA. 26+92 +/- LT
-L1- STA. 46+31 +/- LT
-L1- STA. 46+72 +/- LT

- ① 8.33% (12:1) MAX RAMP SLOPE
- ② CROSS SLOPE: 2.00%
- ③ MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00%.

NOTES:
DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
DETECTABLE WARNING SURFACE SHALL CONTRAST VISIBLY WITH ADJOINING SURFACE, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT SEQUENCE COVERING THE ENTIRE RAMP.



DETECTABLE WARNING SURFACE



TYPE 1A

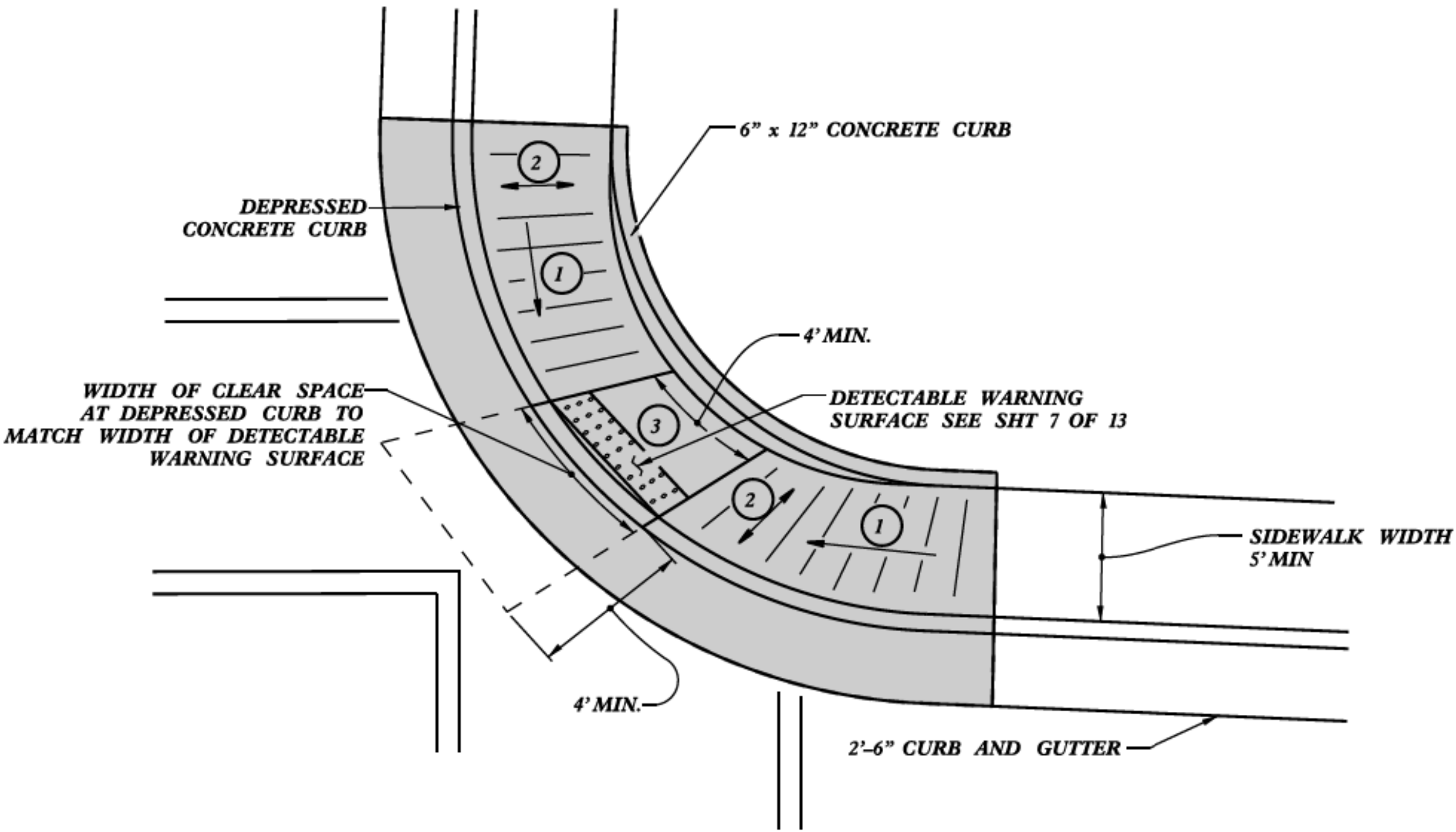
PAY LIMITS FOR 1 CURB RAMP

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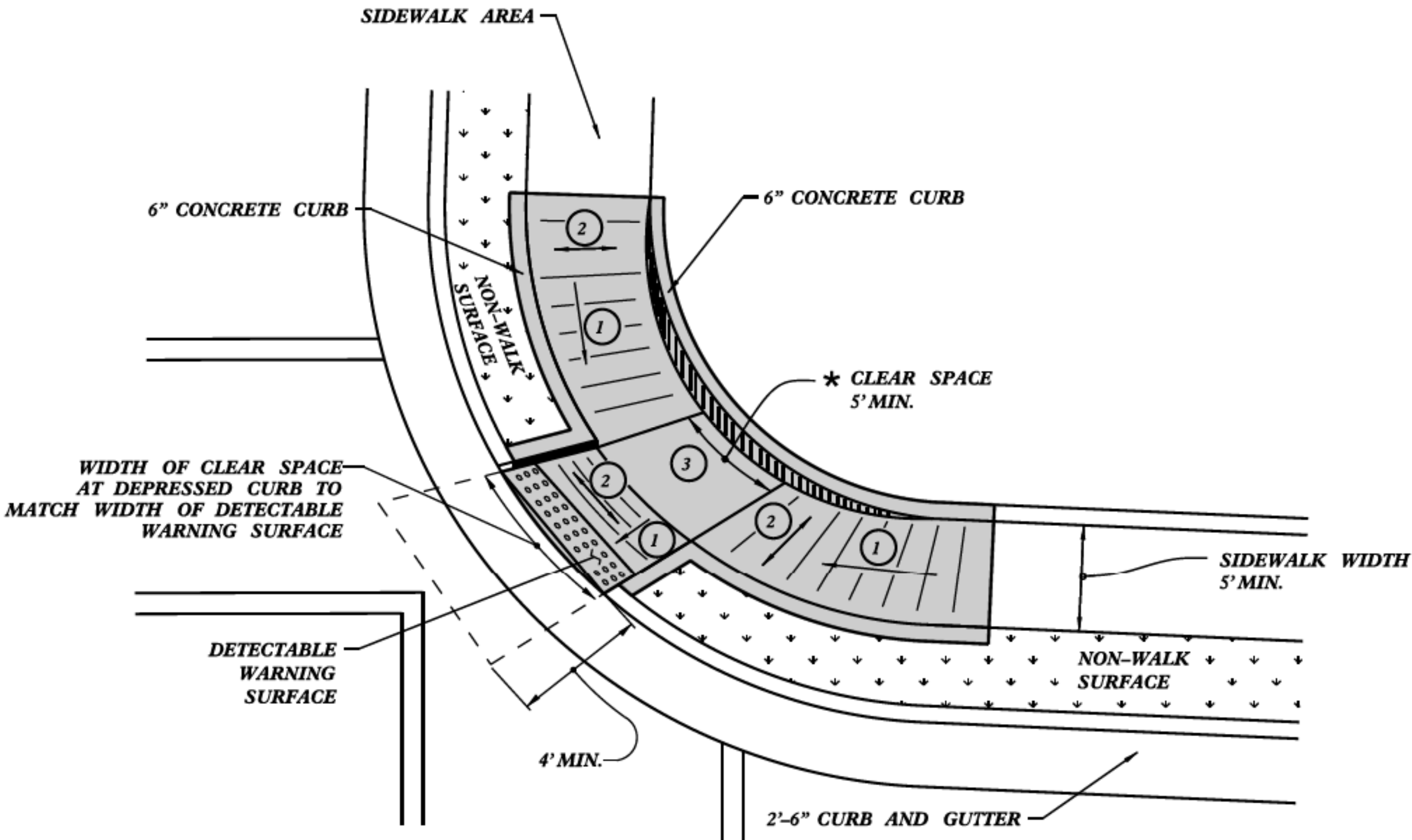
6/2/99

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H101

PROJECT REFERENCE NO.	SHEET NO.
HGSD	2C-2
ROADWAY DESIGN ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	
PLANS PREPARED BY: DRMP DRMP NC, INC. 4235 SOUTH STREAM BLVD., SUITE 150 CHARLOTTE, NC 28217 NC LICENSE NO. C-4823 (704) 332-2289	



TYPE 2B



**TYPE 3 MODIFIED
INSTALLATION IN A RADIUS**

* - WHERE CLEAR SPACE IS CONSTRAINED ON TWO OR MORE SIDES, THE CLEAR SPACE SHALL BE 4' MINIMUM X 5' MINIMUM, WITH 5' PROVIDED IN THE DIRECTION OF THE PEDESTRIAN STREET CROSSING.

- 1 8.33% (12:1) MAX RAMP SLOPE
- 2 CROSS SLOPE: 2.00%
- 3 MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00%

 PAY LIMITS FOR 1 CURB RAMP

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

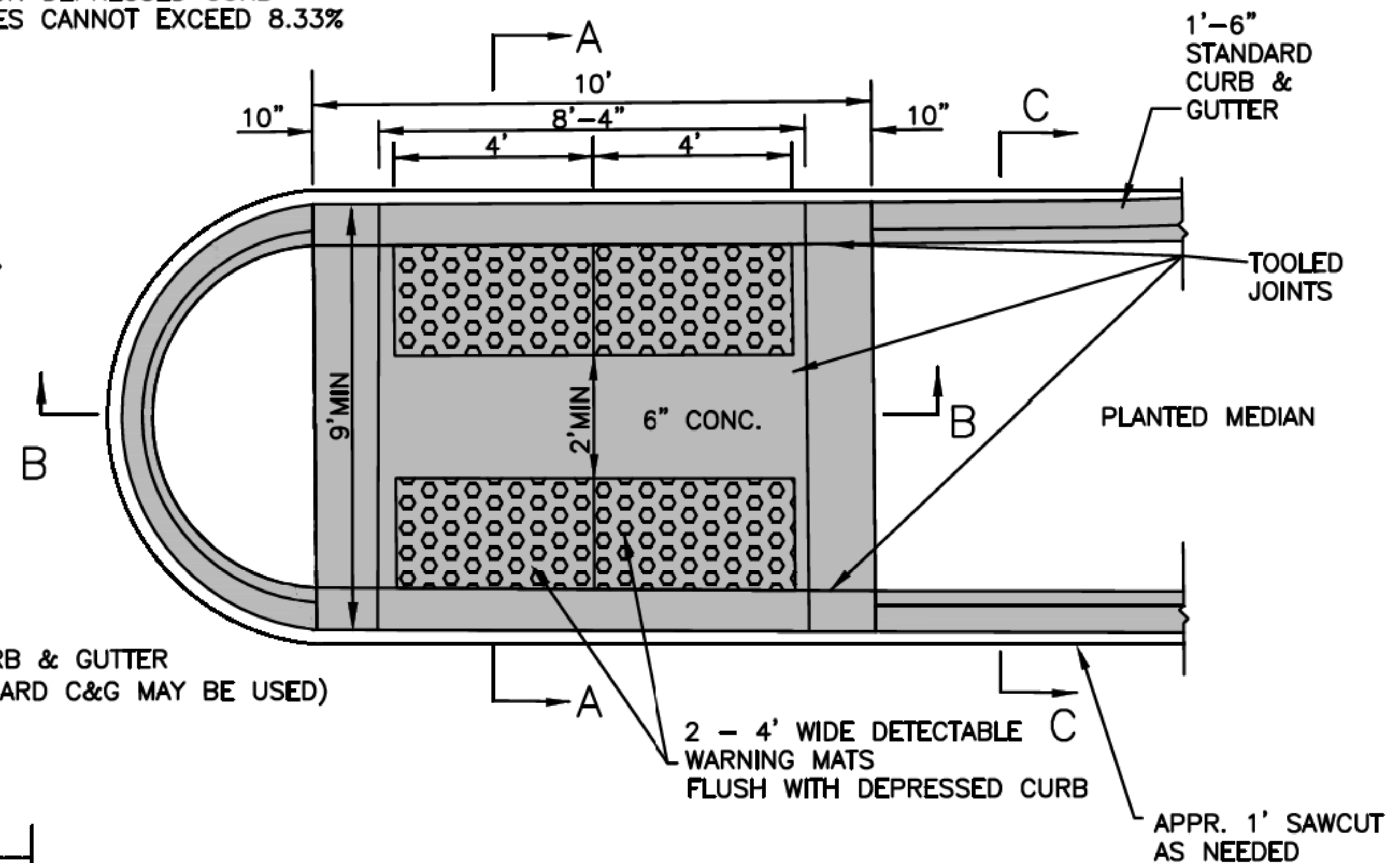
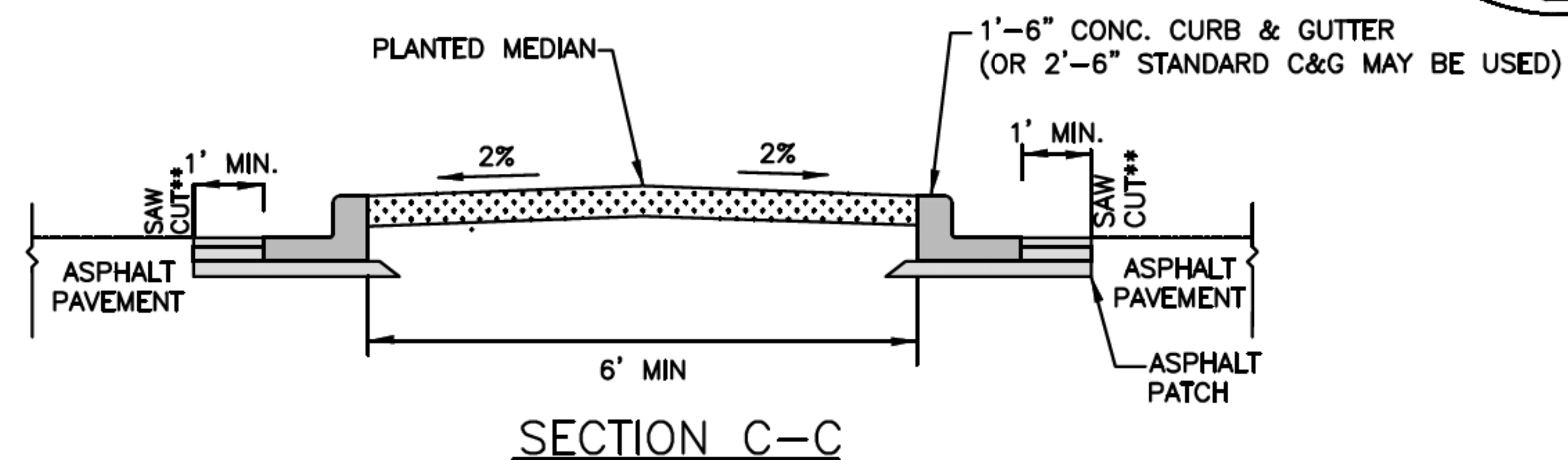
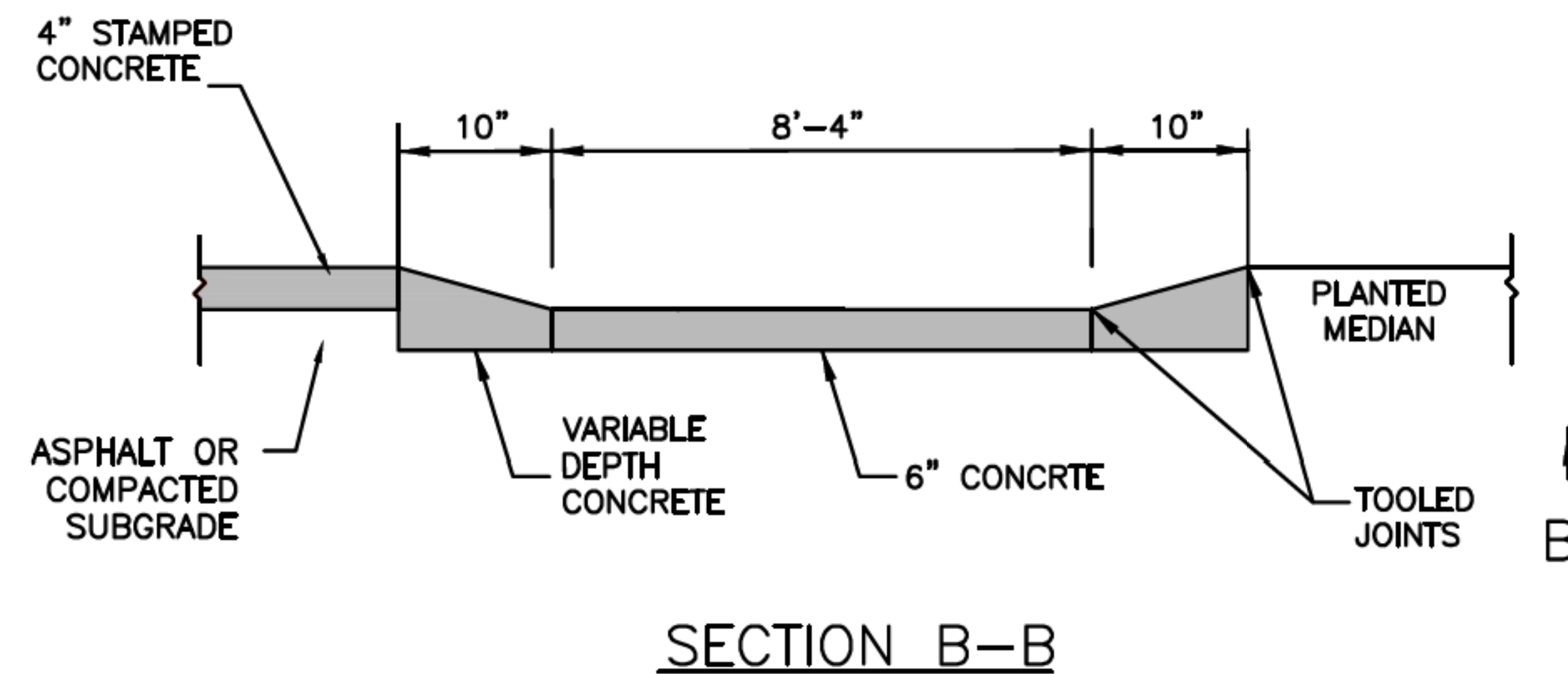
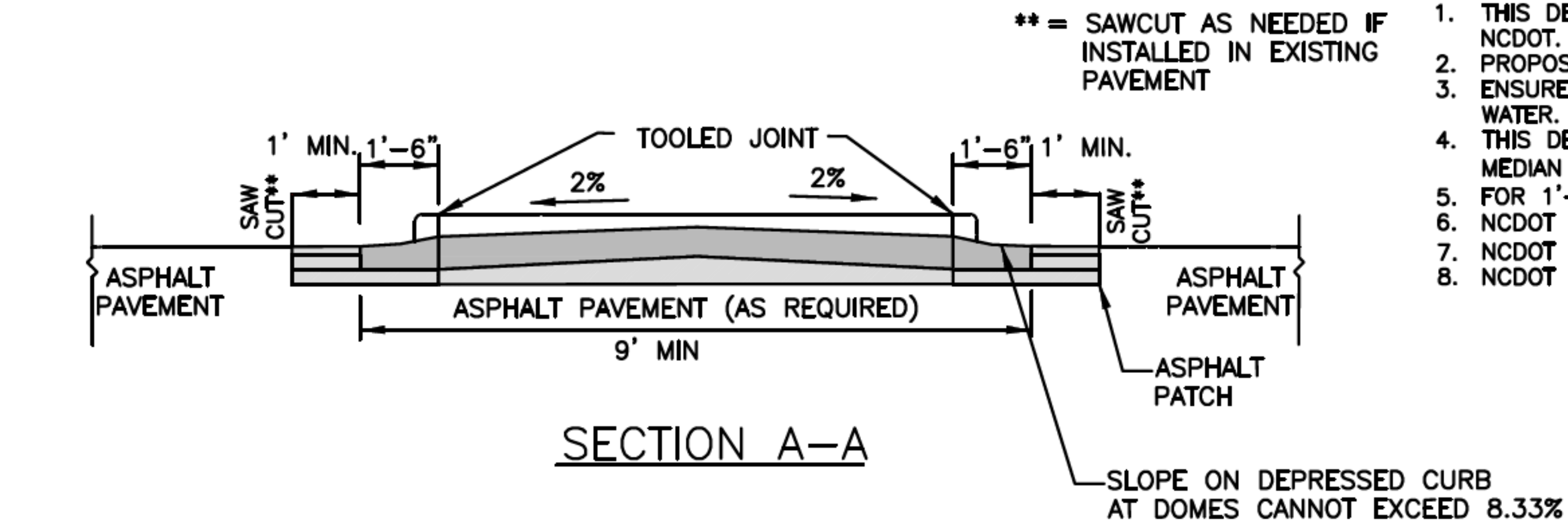
DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PLANS PREPARED BY:
DRMP
DRMP NC, INC.
4235 SOUTH STREAM BLVD., SUITE 150
CHARLOTTE, NC 28217
NC LICENSE NO. C-4823 (704) 332-2289

MEDIAN CURB RAMP

NOTE:

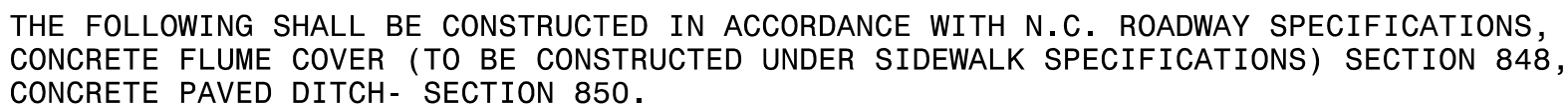
1. THIS DETAIL MAY BE USED ON NCDOT-MAINTAINED STREETS ONLY WITH APPROVAL FROM NCDOT.
2. PROPOSED ASPHALT PATCH LAYER THICKNESS WILL VARY AS REQUIRED BY NCDOT.
3. ENSURE PEDESTRIAN PASS-THRU HAS ADEQUATE SLOPE DRAINAGE AND DOES NOT POND WATER.
4. THIS DETAIL MAY BE USED TO PROVIDE A PEDESTRIAN REFUGE PASS-THRU IN AN EXISTING MEDIAN WITH 1'-6" CURB & GUTTER.
5. FOR 1'-6" CURB AND GUTTER, USE NCDOT 846.01 FOR NCDOT STREETS.
6. NCDOT REQUIRES MILLING AND OVERLAY TO SEAL JOINT AT SAWCUTS SHOWN.
7. NCDOT REQUIRES 1' OFFSET FROM EDGE OF PAVEMENT ALONG CURBLINE TO LANE LINE.
8. NCDOT REQUIRES THAT ALL JOINTS IN THE ISLAND MUST BE SEALED PER NCDOT STANDARD.

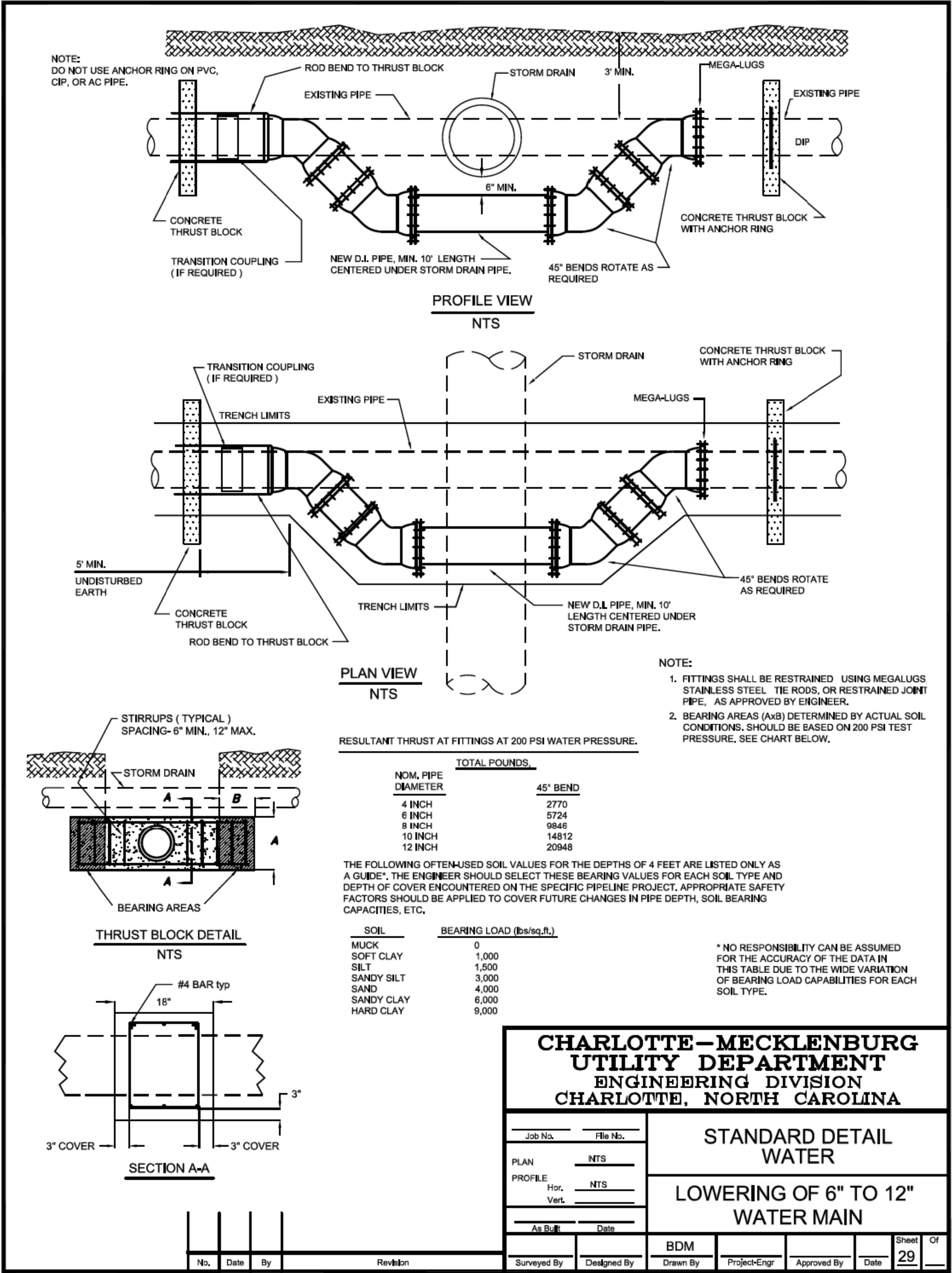


NOT TO SCALE

 **DRMP** DRMP NC, INC.
4235 SOUTH STREAM BLVD., SUITE 150
CHARLOTTE, NC 28217
NC LICENSE NO. C-4923 (704) 332-2289

CONCRETE SIDEWALK FLUME DETAIL (NTS)





COMPUTED BY:	SBH	DATE:	1/19/2023
CHECKED BY:	TAK	DATE:	12/11/2023

PROJECT NO.	SHEET NO.
HGSD	3B-1

STATE OF NORTH CAROLINA DIVISION OF HIGHWAYS

EARTHWORK SUMMARY SHEET

IN CUBIC YARDS

Station	Station	Uncl. Excav.	Embank. +%	Borrow	Waste
-L1- Sta. 11+00.00	-L1- Sta. 13+23.00	59	9		51
-L1- Sta. 13+55.00	-L1- Sta. 26+94.00	124	270	146	
-L1- Sta. 27+18.00	-L1- Sta. 29+96.00	46	136	90	
-L1- Sta. 30+25.00	-L1- Sta. 35+48.00	98	116	19	
-L1- Sta. 35+84.00	-L1- Sta. 46+35.00	239	223		16
-L1- Sta. 46+70.00	-L1- Sta. 49+51.38	43	13		30
SUBTOTALS:		609	767	255	97
-L2- Sta. 14+60.00	-L2- Sta. 23+70.00	45	1,059	1,015	
-L2- Sta. 24+14.00	-L2- Sta. 32+62.00	65	817	752	
-L2- Sta. 33+35.00	-L2- Sta. 38+55.00	55	367	312	
SUBTOTALS:		165	2,243	2,078	
TOTAL:		774	3,010	2,333	97
WASTE IN LIEU OF BORROW				-97	-97
PROJECT TOTAL:		774	3,010	2,236	
EST. 5% TO REPLACE TOP SOIL ON BORROW PIT				112	
GRAND TOTAL:		774	3,010	2,347	
SAY:		800		2,400	

DDE = 9 CY

Note: Approximate quantities only. Unclassified Excavation, Borrow Excavation, Fine Grading, and Removal of Existing Pavement will be paid for at the contract lump sum price for grading.

PAVEMENT REMOVAL SUMMARY

IN SQUARE YARDS

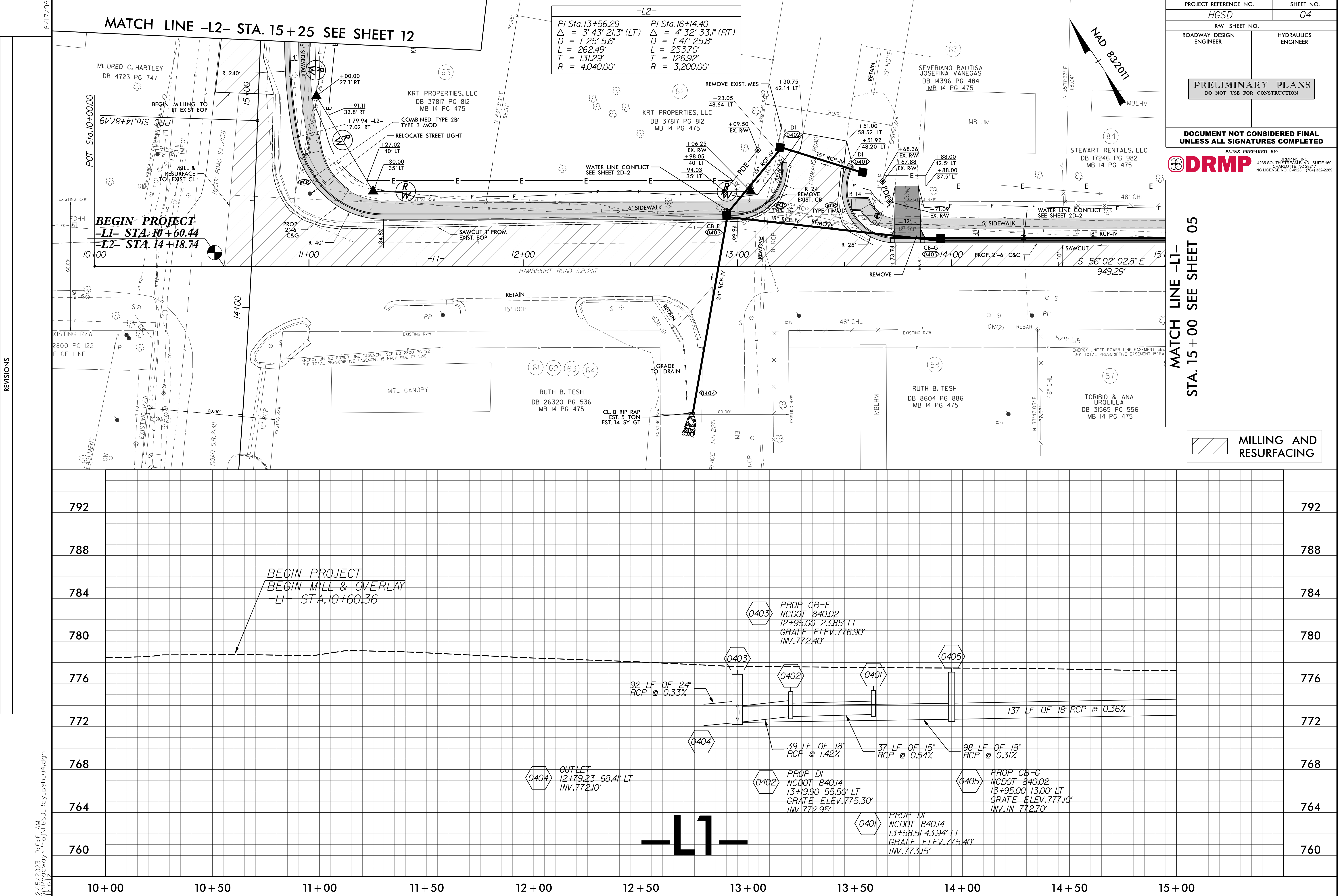
SURVEY LINE	Station	Station	LOCATION LT/RT/CL	ASPHALT REMOVAL
-L1-	11+66	13+25	LT	19.51
-L1-	13+48	16+39	LT	68.32
-L1-	12+15	30+04	LT	69.20
-L1-	30+18	35+62	LT	126.73
-L1-	35+61	38+23	LT	82.17
-L2-	14+38	23+82	RT	121.44
-L2-	24+00	32+69	RT	107.54
-L2-	32+83	33+15	RT	32.36
-L2-	33+28	38+26	RT	63.65
		TOTAL:		690.91
		SAY:		700

STATE OF NORTH CAROLINA

DIVISION OF HIGHWAYS

ROW SUMMARY SHEET

PARCEL NO.	PROPERTY OWNER NAMES	TOTAL PARCEL AREA (SF)	TOTAL AREA TAKEN (SF)	AREA REMAINING (SF)	TEMP. CONST. EASE. (SF)	PERM. DRAIN. EASE. (SF)	PERM. SW EASE. (SF)
1	Suzanne Mackey Rentals, LLC	10,171.59	969.41	10,171.59	969.41	0.00	0.00
2&3	Jeronimo E. Cayax	20,240.69	1,700.08	20,240.69	1,700.08	0.00	0.00
4&5	Wagner Rodas and Aura Ochoa	20,262.10	1,138.25	20,262.10	1,138.25	0.00	0.00
6&7	Wagner Rodas and Aura Ochoa	20,271.50	1,000.18	20,271.50	1,000.18	0.00	0.00
8	Steven Stone	10,139.26	272.86	10,139.26	272.86	0.00	0.00
9	Wagner Rodas and Aura Ochoa	10,056.76	341.26	10,056.76	341.26	0.00	0.00
10&11	Euda Ojeda	21,875.78	1,355.05	21,875.78	1,355.05	0.00	0.00
12,13,&14	Sergio L. Castillo and Veronica Miranda	31,516.39	1,178.97	31,516.39	1,178.97	0.00	0.00
19	Quen City Real Estate Group	1,476,830.88	1,075.00	1,476,830.88	1,075.00	0.00	0.00
65	John G. Prias, ET. AL	11,104.31	2,636.89	9,535.47	1,068.04	0.00	0.00
66	John G. Prias, ET. AL.	8,937.18	1,183.69	8,937.18	1,183.69	0.00	0.00
67	Bobby and Geraldine Nidiffer	8,929.72	993.99	8,929.72	830.73	163.26	0.00
68	Michael and Sandra Clark	8,955.07	706.87	8,955.07	551.28	155.59	0.00
69	Francisco Sustaita and Maritza Ruiz	8,952.86	946.24	8,952.86	906.91	39.33	0.00
70	Francisco Sustaita and Maritza Ruiz	9,039.45	956.77	9,039.45	956.77	0.00	0.00
71	Jose and Thelma Moran	9,101.93	998.04	9,101.93	998.04	0.00	0.00
72	Aaron and Antonia Cruz	9,473.18	1,507.80	9,473.18	1,241.58	266.22	0.00
73	Ginger Green and Tyler Grosso	9,730.53	1,561.24	9,730.53	1,120.28	440.96	0.00
74	Charles and Rachel Pace	10,029.97	1,173.12	10,029.97	1,173.12	0.00	0.00
75	Charles and Rachel Pace	10,486.22	791.01	10,486.22	791.01	0.00	0.00
76	Pat and Judy Nixon	10,465.60	483.99	10,465.60	483.99	0.00	0.00
77	Jhg Properties, LLC	10,793.46	192.72	10,793.46	192.72	0.00	0.00
78	Jonny Mejia	22,511.90	616.52	22,511.90	616.52	0.00	0.00
80	Cynthia G. Collins	11,738.26	303.39	11,738.26	303.39	0.00	0.00
81	Cynthia G. Collins	12,294.49	836.24	12,294.49	836.24	0.00	0.00
82	John G. Prias, ET. AL.	9,428.70	1,307.01	8,799.74	560.42	117.63	0.00
83	Severiano Bautisa Joesfina Vanegas	9,247.70	726.91	9,247.70	704.11	22.80	0.00
84	Stewart Rentals, LLC	8,939.93	535.32	8,939.93	535.32	0.00	0.00
85	Adrian Cabannas Juanita Lopez	9,062.15	529.38	9,062.15	529.38	0.00	0.00
86	Wilda and Roger Ladda	9,001.04	614.24	9,001.04	614.24	0.00	0.00
87	Wilda and Roger Ladda	9,001.04	613.85	9,001.04	613.85	0.00	0.00
88	Jose Hernandez-Maya	9,018.63	641.84	9,018.63	551.11	0.00	90.73
89	Jeffrey W. bowden	8,959.43	584.80	8,959.43	584.80	0.00	0.00
90	Robert H. and Evelyn Wool Wine	9,025.06	581.79	9,025.06	581.79	0.00	0.00
91	Robert H. and Evelyn Wool Wine	9,001.04	608.52	9,001.04	608.52	0.00	0.00
92	Ivan Elias	9,001.04	641.67	9,001.04	641.67	0.00	0.00
93	Michael and Patricia Stewart	9,001.04	667.10	9,001.04	667.10	0.00	0.00
94	Michael and Patricia Stewart	7,939.04	524.75	7,939.04	524.75	0.00	0.00
95	Jhg Properties, LLC	9,886.04	699.11	9,886.04	699.11	0.00	0.00
96	Pamela J. Cook	9,001.04	660.97	9,001.04	660.97	0.00	0.00
97	Florisel S. Rivera and Rolando Anaya	9,001.04	660.60	9,001.04	660.60	0.00	0.00
98	Jessie Brooks	9,001.04	641.86	9,001.04	641.86	0.00	0.00
99	Jean G. Cothran	9,989.49	715.51	9,989.49	715.51	0.00	0.00
100	Brillion R. and Janice O. Ligon	9,009.28	729.98	9,009.28	689.86	40.12	0.00
101	North Mecklenberg Properties, LLC	8,996.17	657.70	8,996.17	657.70	0.00	0.00
104	Maria Del Carmen Padilla Garcia	20,491.15	1,102.35	20,491.15	1,102.35	0.00	0.00
105	Wayne E. and Helen L. Thomas	20,260.51	37.60	20,260.51	0.00	37.60	0.00
106	Charles L. Shippes and Diane Ruth	10,855.33	582.49	10,855.33	153.04	429.45	0.00
320	Bertha Perez	9,295.30	343.75	9,295.30	343.75	0.00	0.00
J	EAE Realty, LLC	84,285.97	1,671.03	84,285.97	1,671.03	0.00	0.00
H	Charles W. Stevens and Terry Lane	72,492.07	756.64	72,492.07	731.77	0.00	24.87
G	Daniel E. Short	53,893.68	1,254.81	53,893.68	659.76	0.00	595.05
F	Dorothy M. Ciappetta	30,007.78	2,059.65	30,007.78	837.25	310.55	911.85
E	Horace & Sharon Sullivan	29,931.36	2,010.56	29,931.36	949.32	0.00	1,061.24
D	David Colter Scott	30,031.11	1,972.21	30,031.11	919.30	0.00	1,052.91
C	Jeffrey W. and Vanessa S. Hargett	31,375.85	1,975.96	31,375.85	965.84	0.00	1,010.12
B	Patrick and Pamala Dineen	24,559.91	656.52	24,559.91	656.52	0.00	0.00
A	Thomas F. Elrod	25,002.81	1,224.71	25,002.81	1,067.90	0.00	156.81



PROJECT REFERENCE NO.
HGSD

SHEET NO.
04

RW SHEET NO.

ROADWAY DESIGN ENGINEER

HYDRAULICS ENGINEER

PRELIMINARY PLANS

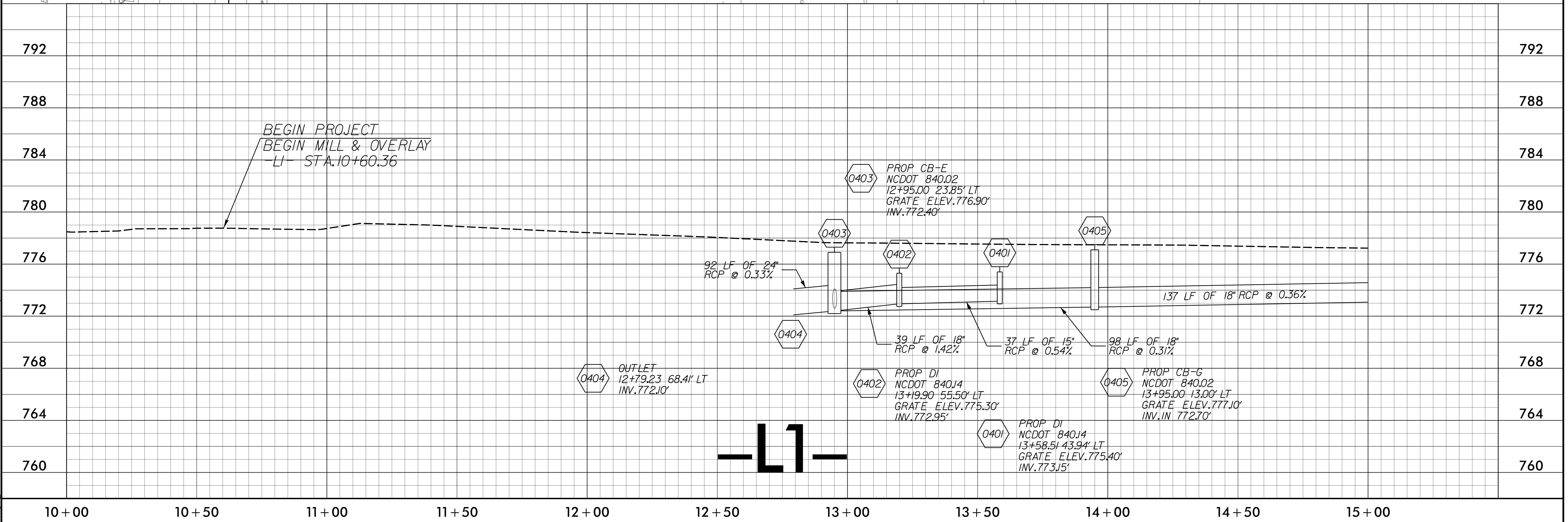
DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PLANS PREPARED BY:
DRMP
DRMP NC, INC.
4235 SOUTH STREAM BLVD., SUITE 150
CHARLOTTE, NC 28217
NC LICENSE NO. C-4023 (704) 332-2889

MATCH LINE -L1-
STA. 15 + 00 SEE SHEET 05

MILLING AND RESURFACING



REVISIONS

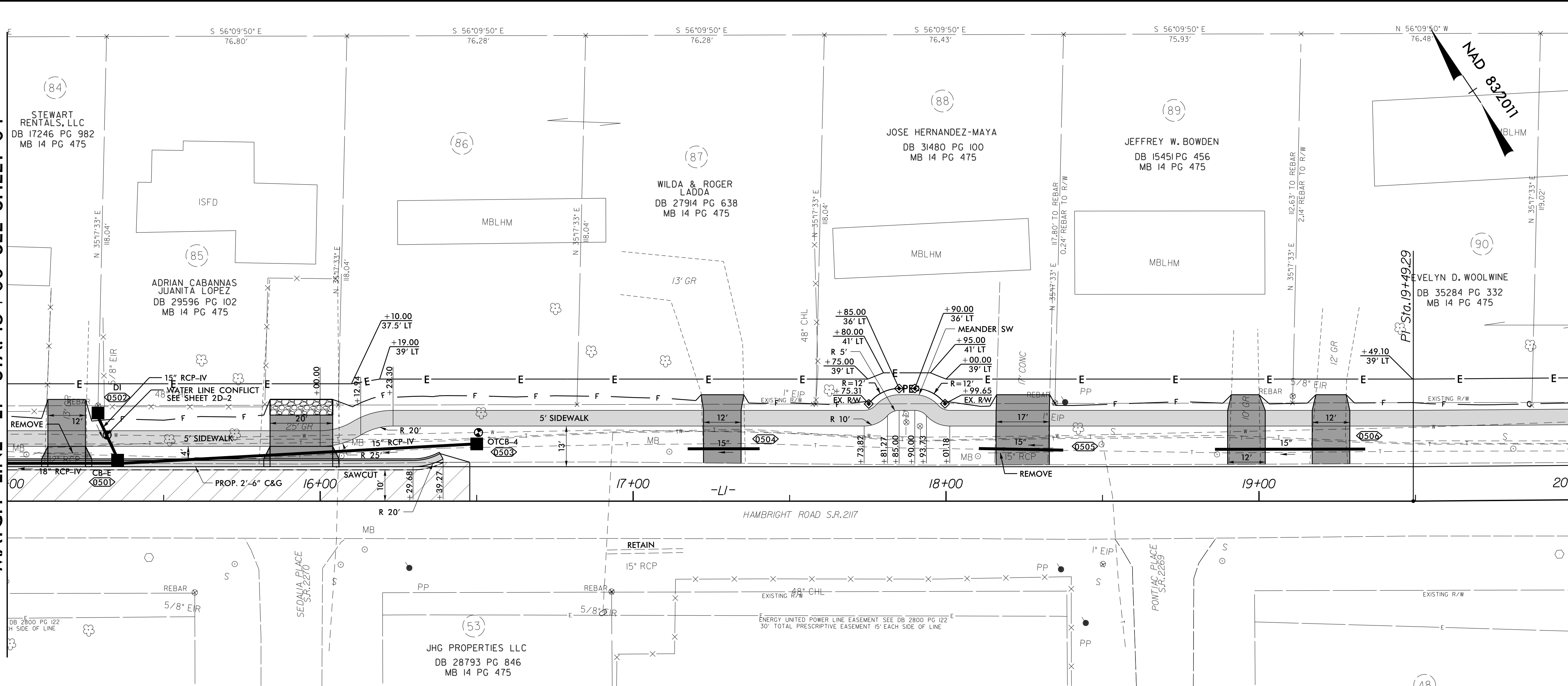
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Page 7

8/17/199

REVISIONS

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MATCH LINE -L1- STA. 15+00 SEE SHEET 04

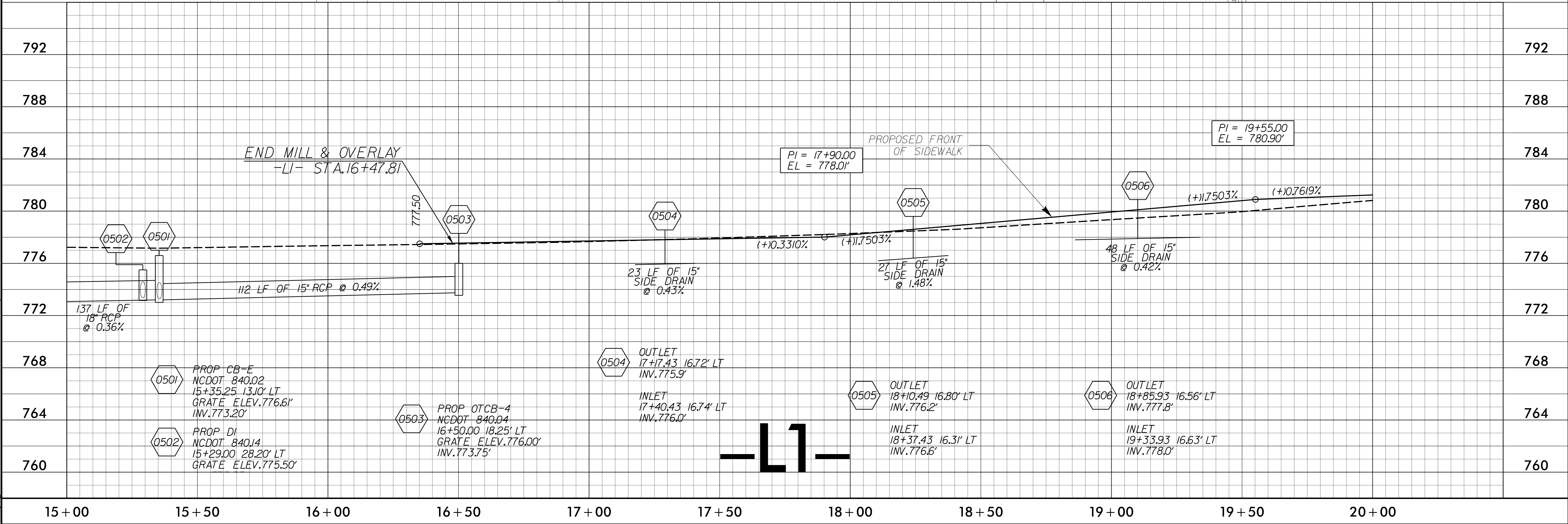


MATCH LINE -L1- STA. 20+00 SEE SHEET 06

MILLING AND RESURFACING

PROJECT REFERENCE NO.		SHEET NO.
HGSD		05
RW SHEET NO.		
ROADWAY DESIGN ENGINEER		HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		

PLANS PREPARED BY:
DRMP
DRMP NC, INC.
4235 SOUTH STREAM BLVD., SUITE 150
CHARLOTTE, NC 28217
NC LICENSE NO. C-4023 (704) 332-2889

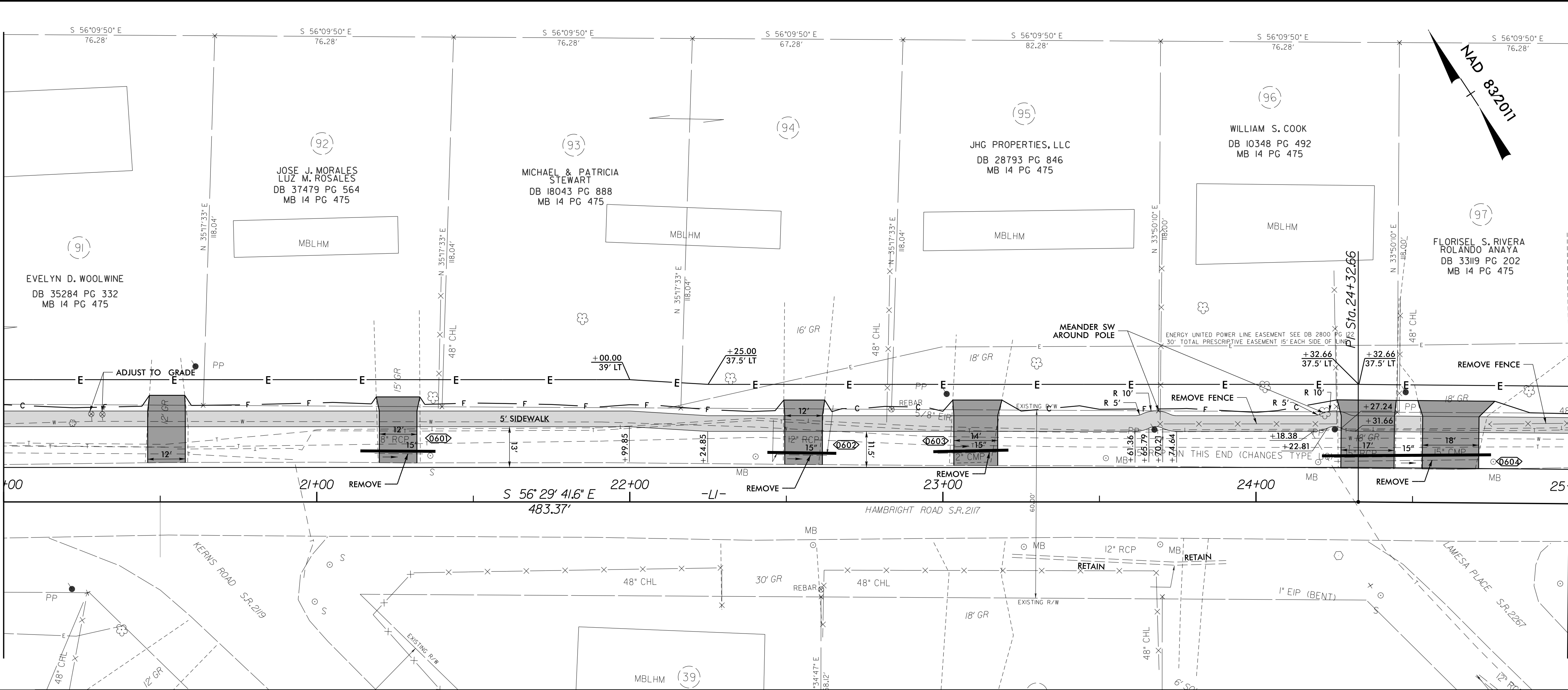


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REVISIONS

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11/10/23

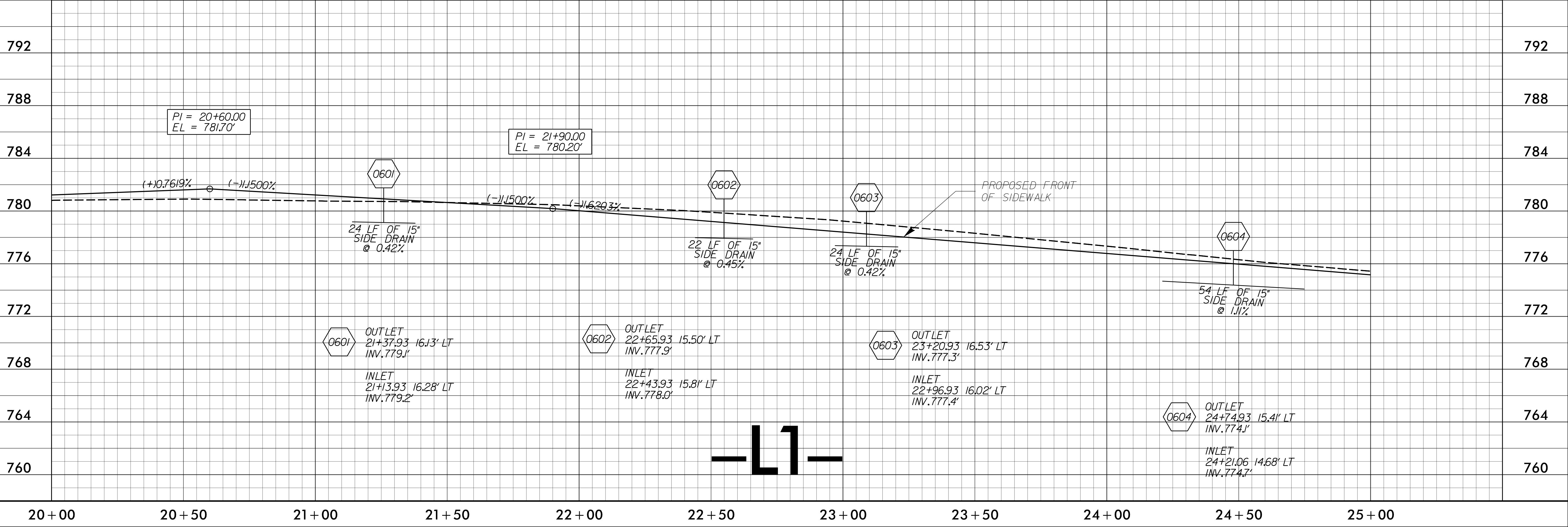
MATCH LINE -L1- STA. 20+00 SEE SHEET 05



MATCH LINE -L1-
STA. 25+00 SEE SHEET 07

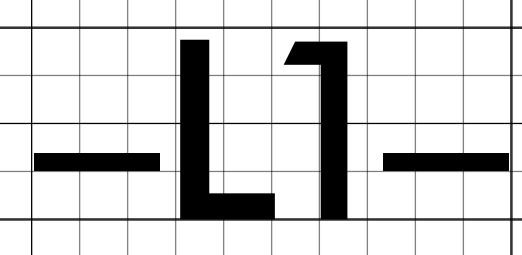
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HGSD		06
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ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		

PLANS PREPARED BY:
DRMP
DRMP NC, INC.
4235 SOUTH STREAM BLVD., SUITE 150
CHARLOTTE, NC 28217
NC LICENSE NO. C-4523 (704) 332-2289





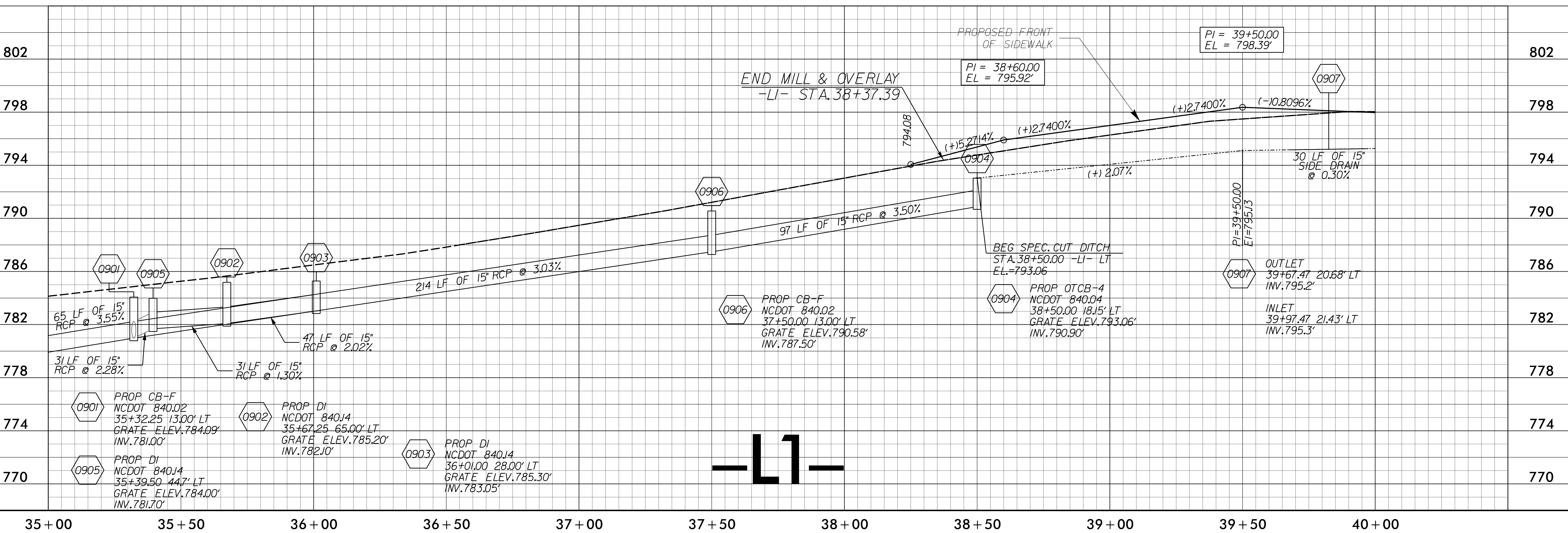
**MILLING AND
RESURFACING**



- L1 -



**MILLING AND
RESURFACING**

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3/17/99

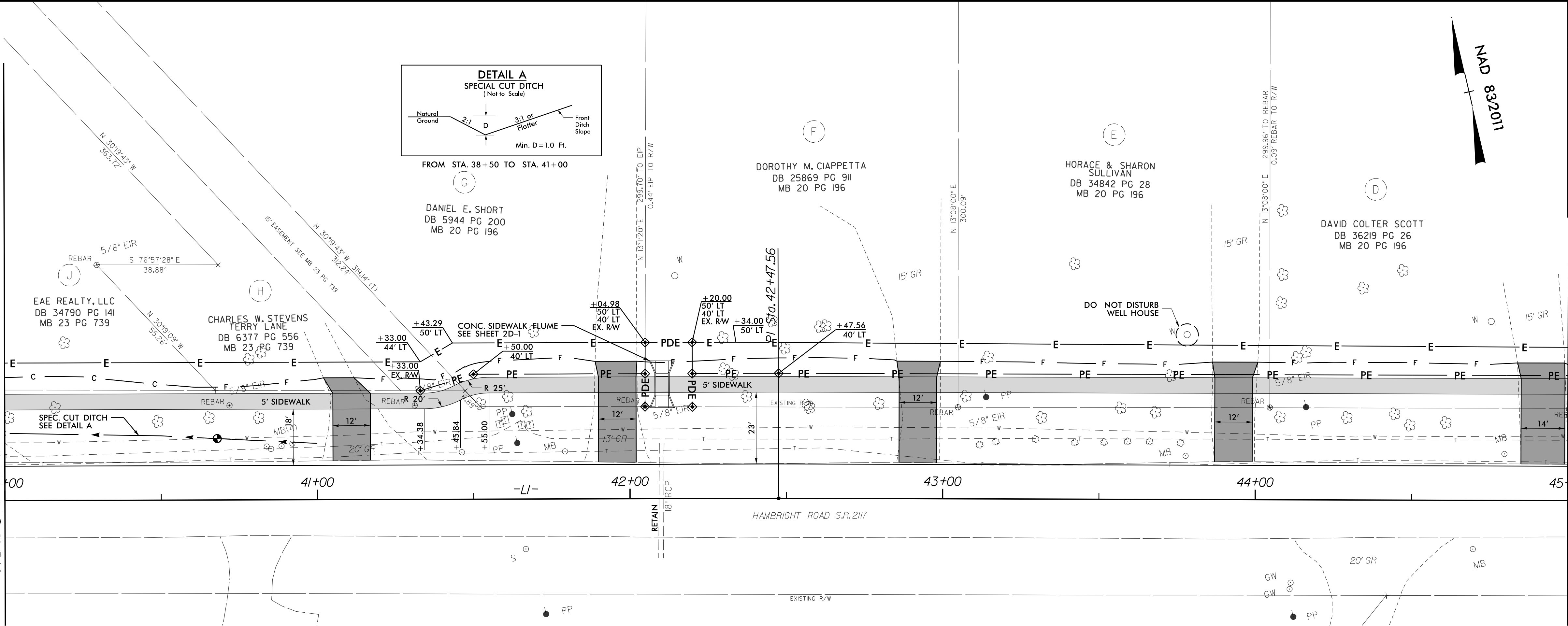
MATCH LINE -L1- STA. 35+00 SEE SHEET 08

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REVISIONS

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10.17

MATCH LINE -L1- STA. 40+00 SEE SHEET 09



MATCH LINE -L1- STA. 45+00 SEE SHEET 11

PROJECT REFERENCE NO. HGSD		SHEET NO. 10
RW SHEET NO.		
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		
PLANS PREPARED BY: DRMP DRMP NC, INC. 4235 SOUTH STREAM BLVD., SUITE 150 CHARLOTTE, NC 28217 NC LICENSE NO. C-4523 (704) 332-2289		

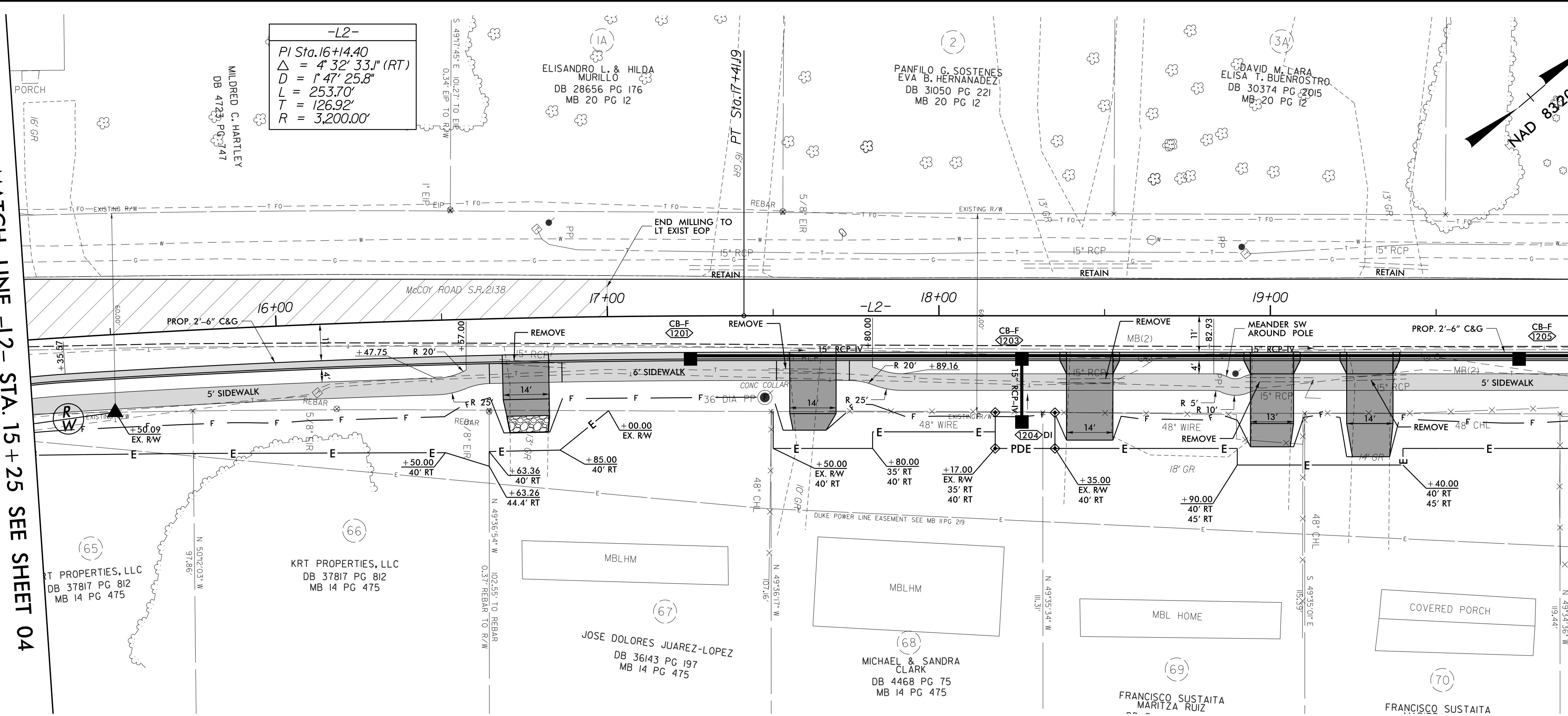


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REVISIONS

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RAY

MATCH LINE -L2- STA. 15 + 25 SEE SHEET 04

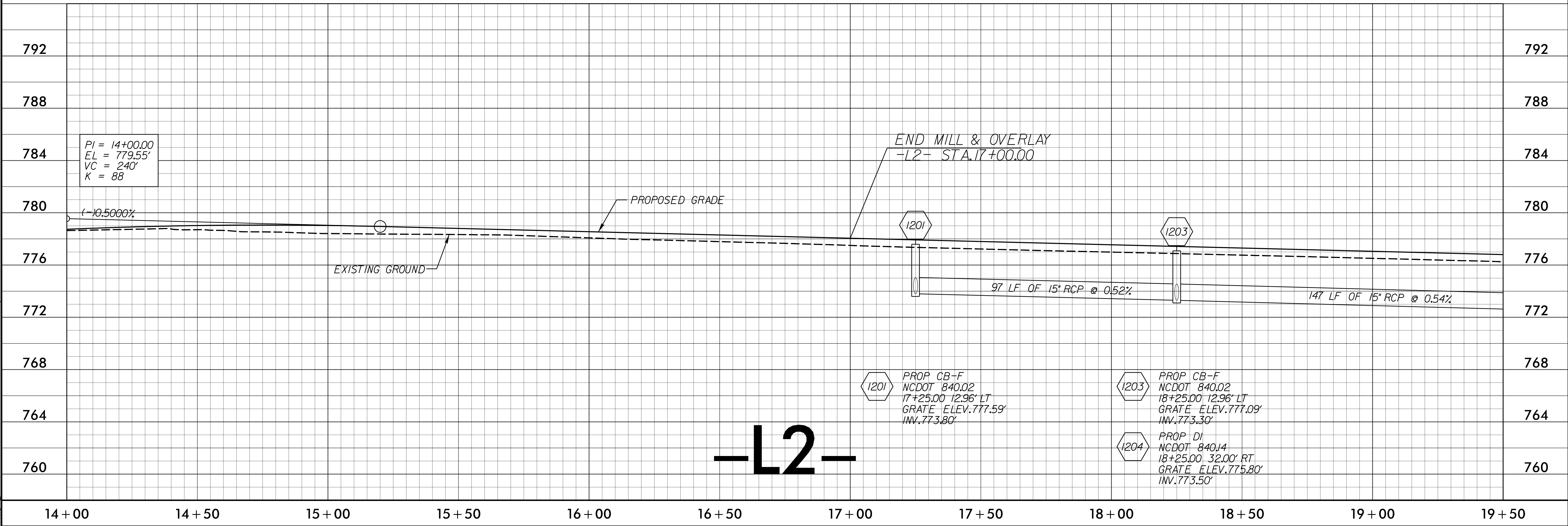


MATCH LINE -L2- STA. 19 + 90 SEE SHEET 13

PROJECT REFERENCE NO. <i>HGSD</i>		SHEET NO. <i>12</i>
RW SHEET NO.		
ROADWAY DESIGN ENGINEER		HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		

PLANS PREPARED BY:
DRMP
DRMP NC, INC.
4235 SOUTH STREAM BLVD., SUITE 150
CHARLOTTE, NC 28217
NC LICENSE NO. C-4623 (704) 332-2289

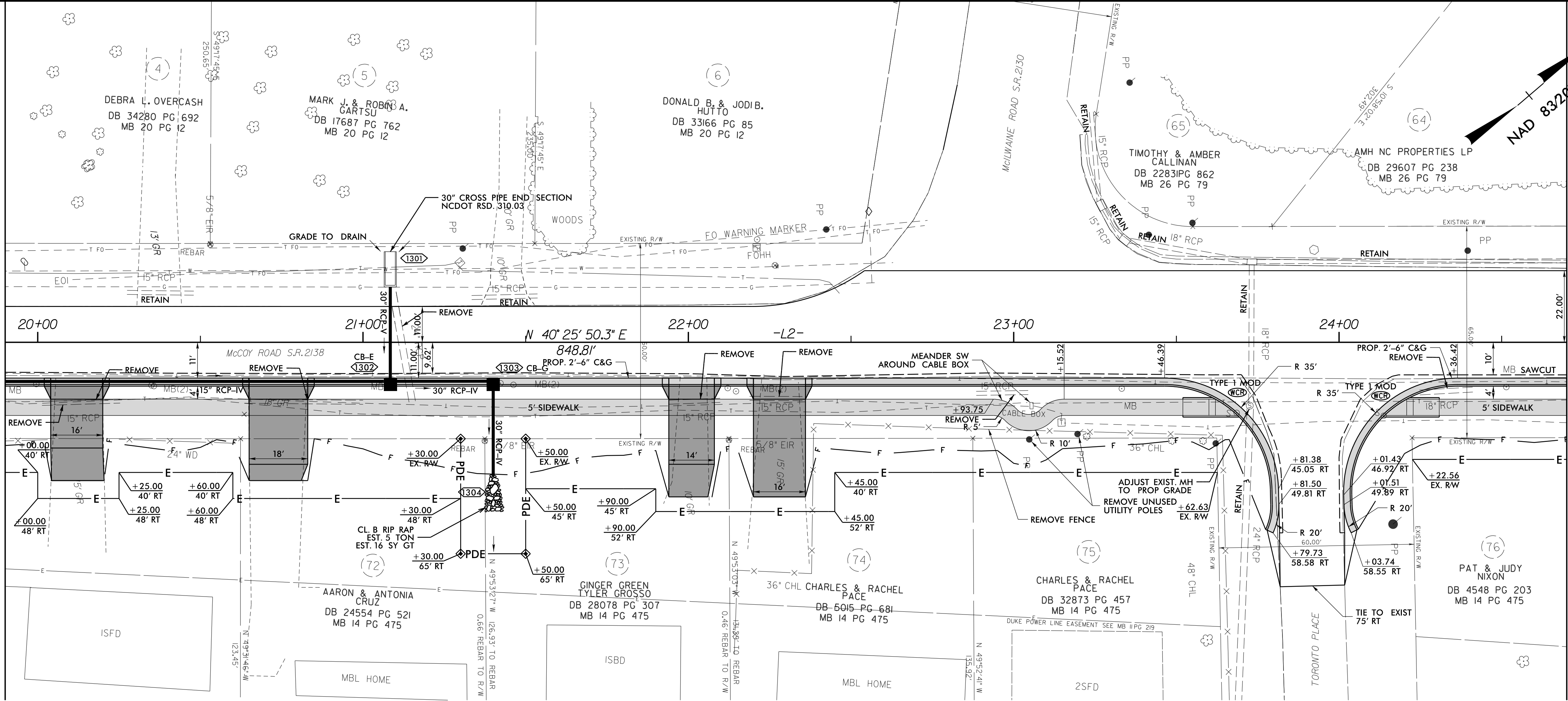
MILLING AND RESURFACING



8/17/99

REVISIONS

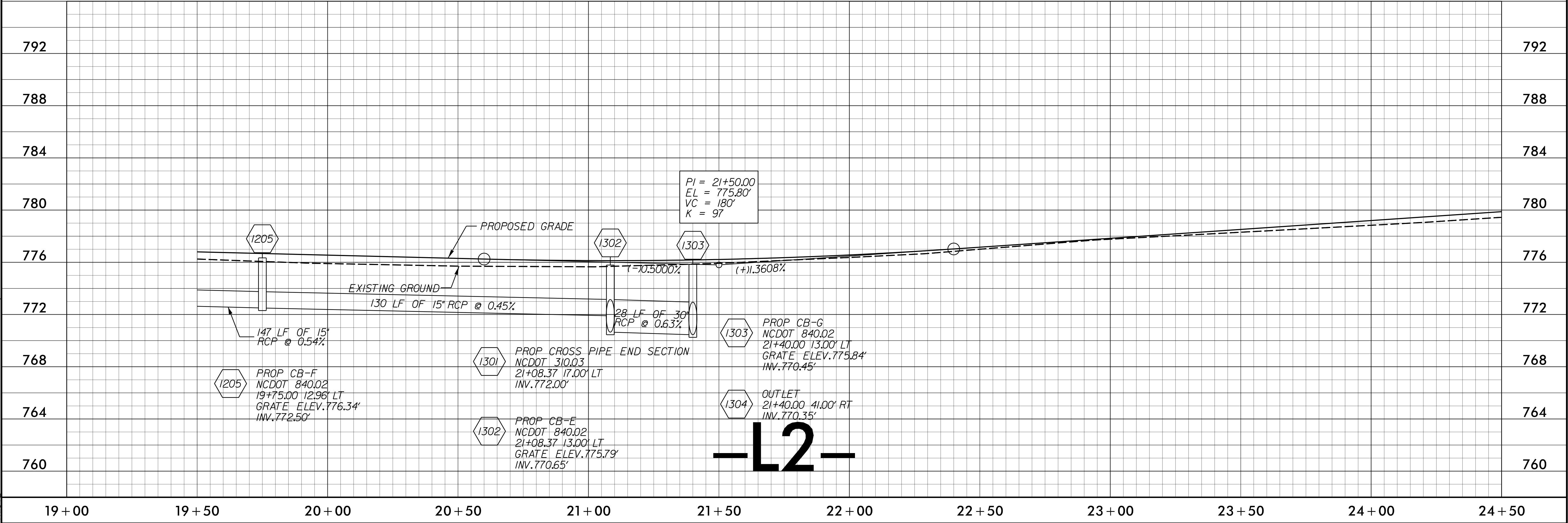
MATCH LINE -L2- STA. 19 + 90 SEE SHEET 12

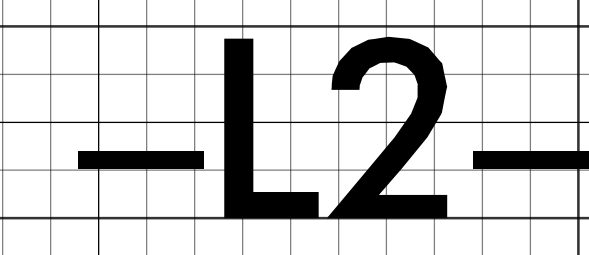


MATCH LINE -L2- STA. 24 + 70 SEE SHEET 14

PROJECT REFERENCE NO. HGSD		SHEET NO. 13
RW SHEET NO.		
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		
PLANS PREPARED BY: DRMP DRMP NC, INC. 4235 SOUTH STREAM BLVD., SUITE 150 CHARLOTTE, NC 28217 NC LICENSE NO. C-4223 (704) 332-2289		

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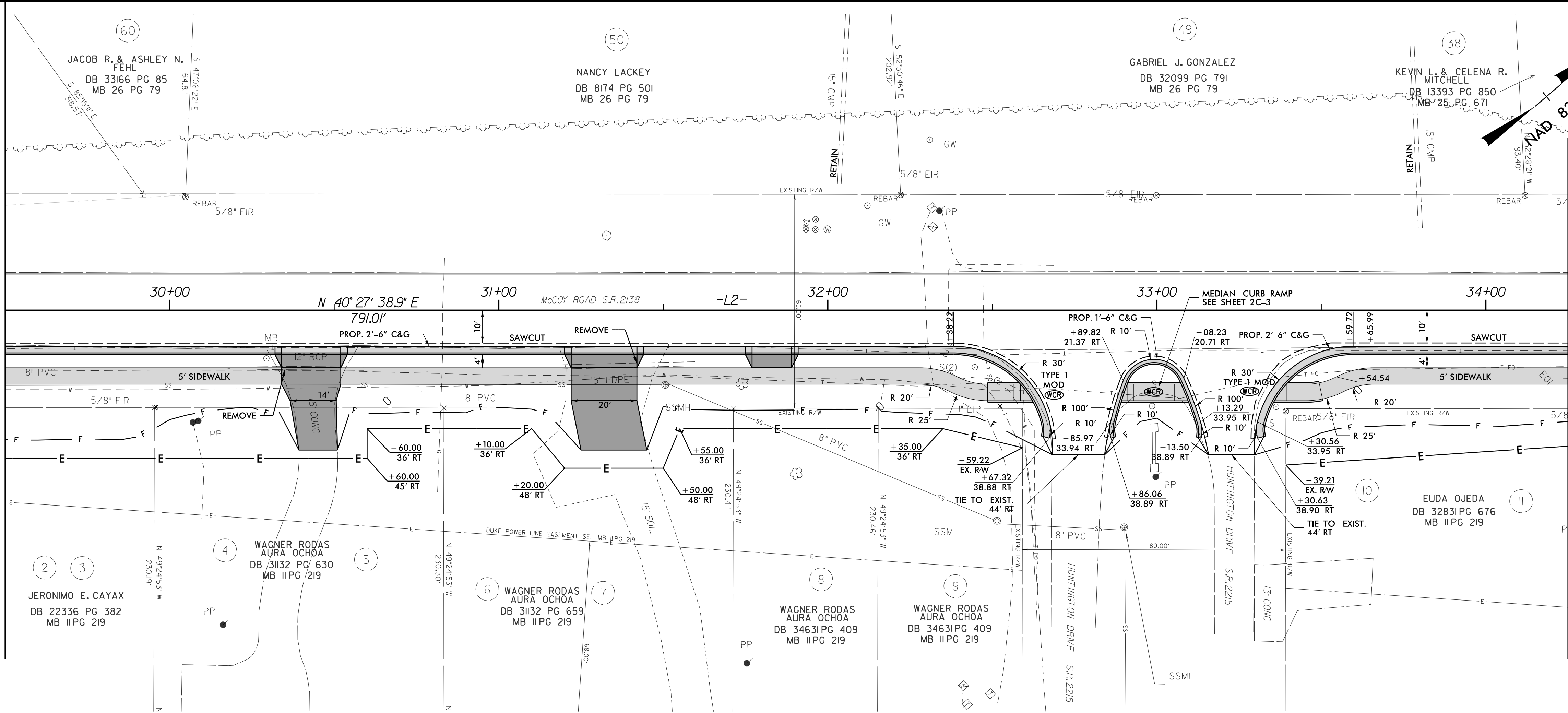
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8/17/99

REVISIONS

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MATCH LINE -L2- STA. 29 + 50 SEE SHEET 14

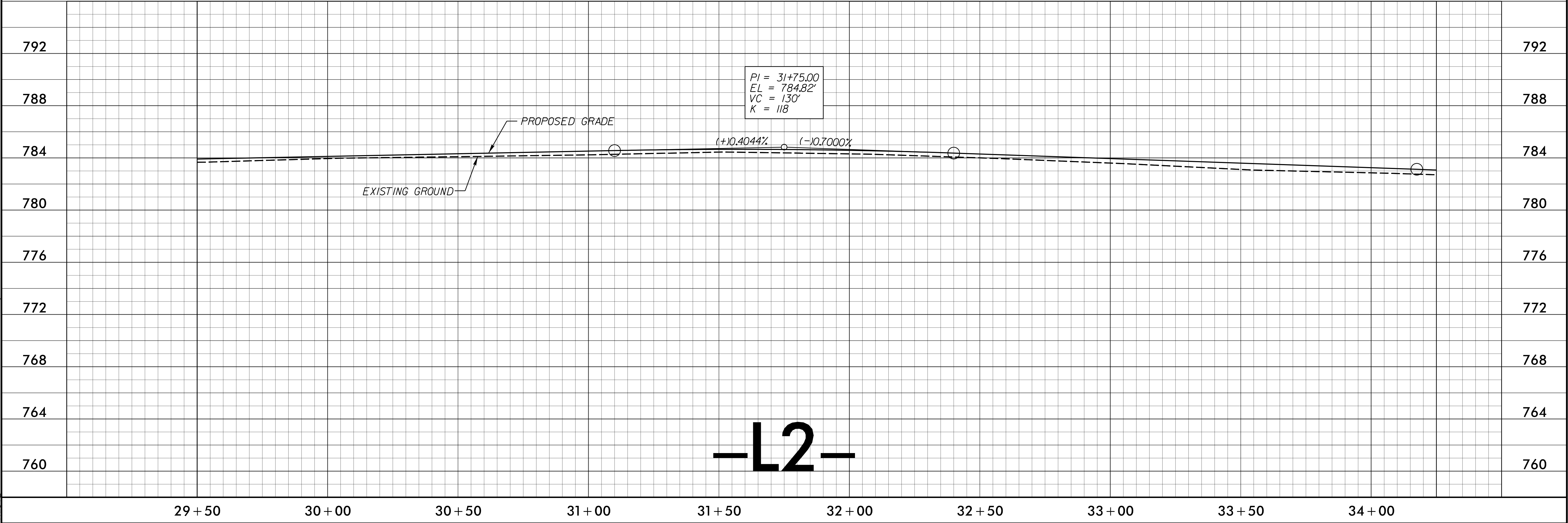


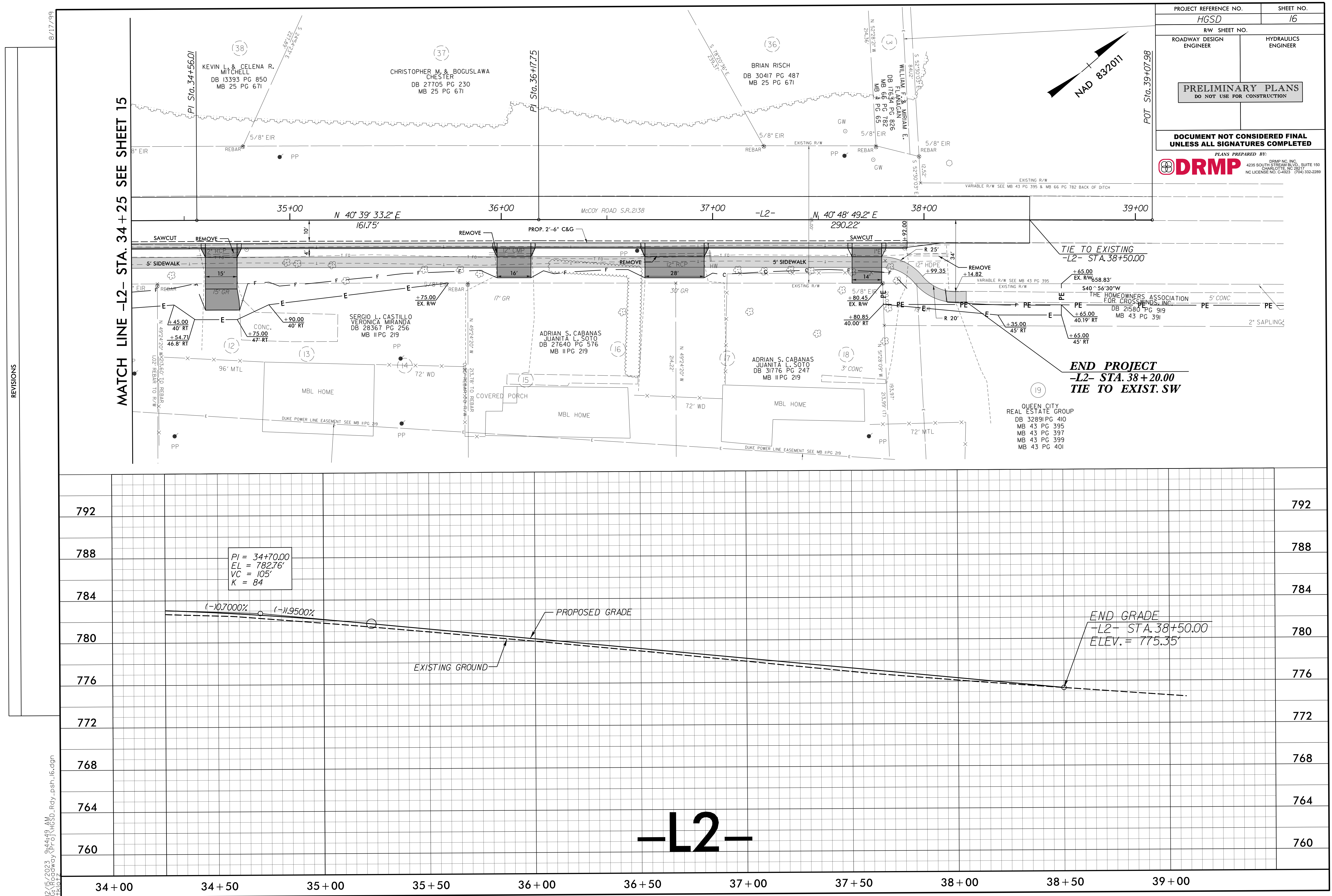
MATCH LINE -L2-
STA. 34 + 25 SEE SHEET 16

PROJECT REFERENCE NO. HGSD		SHEET NO. 15
RW SHEET NO.		
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		

PLANS PREPARED BY:

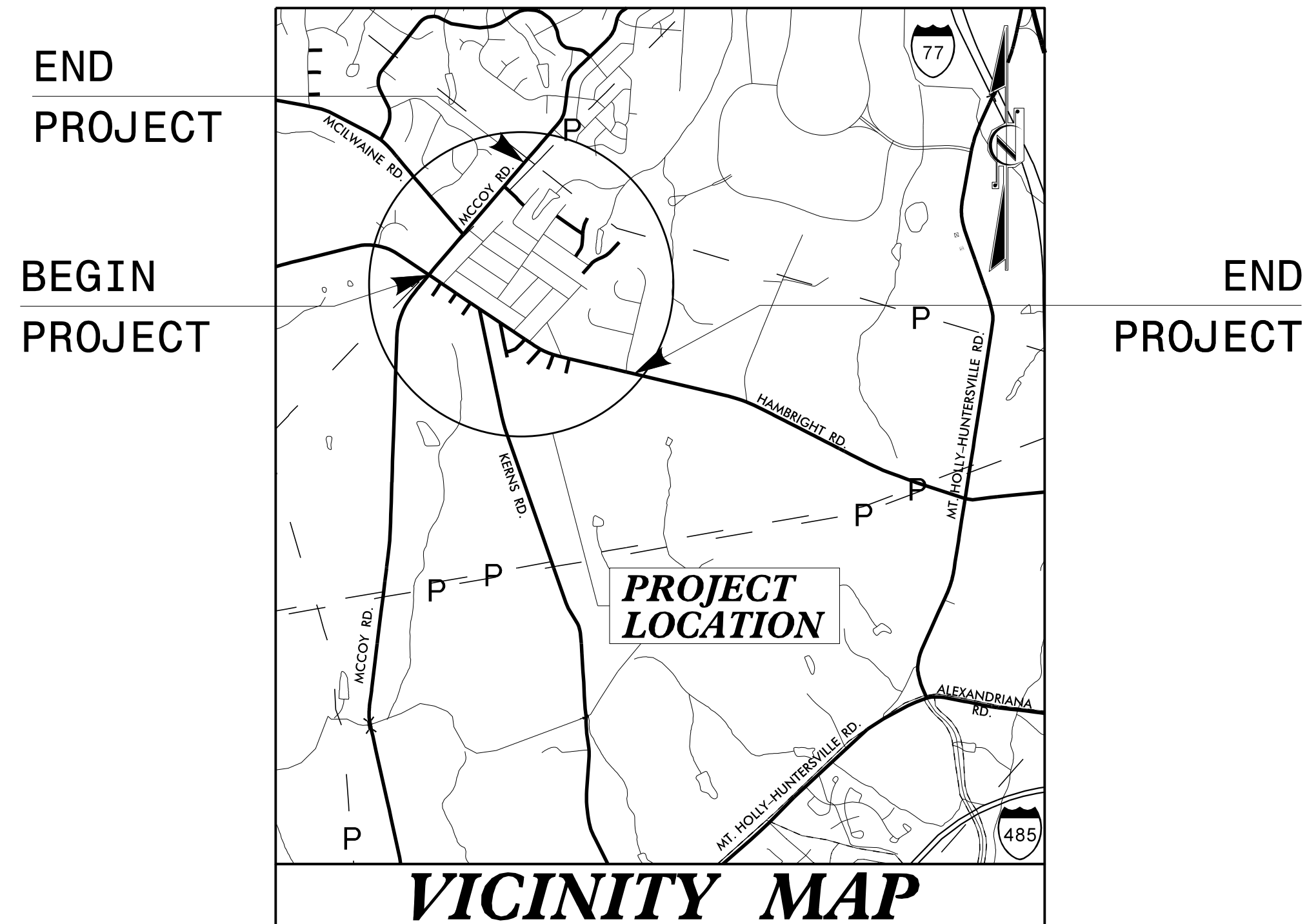
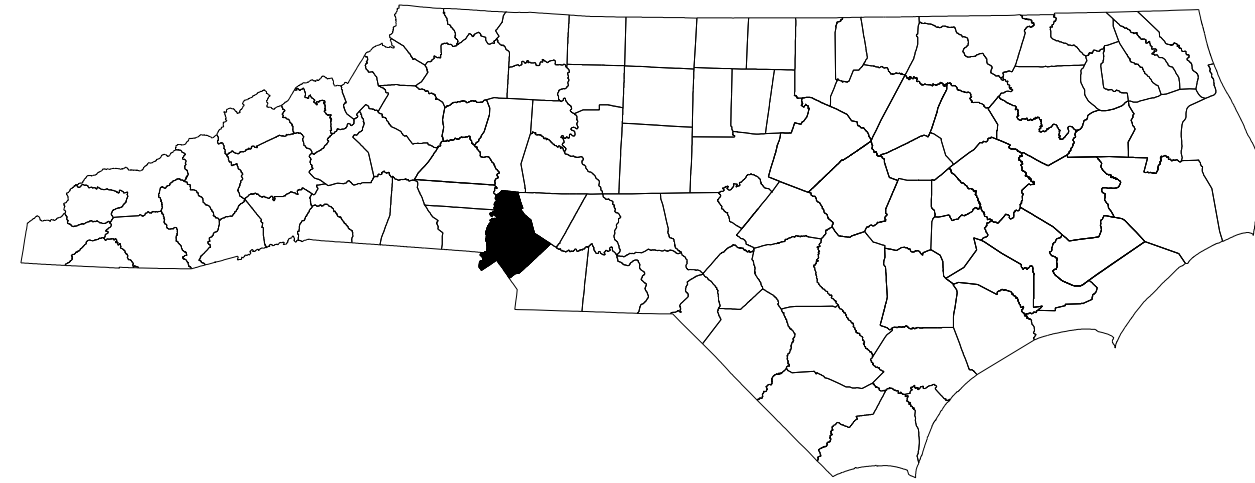
DRMP DRMP NC, INC.
4235 SOUTH STREAM BLVD., SUITE 150
CHARLOTTE, NC 28217
NC LICENSE NO. C-4923 (704) 332-2289





STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

TRANSPORTATION MANAGEMENT PLAN
MECKLENBURG COUNTY



LOCATION: NORTHERN SIDE OF HAMBRIGHT ROAD (SR 2117)
AND EASTERN SIDE OF MCCOY ROAD (SR 2138)
TYPE OF WORK: SIDEWALK, GRADING, DRAINAGE, PAVEMENT
CURB & GUTTER

PLANS PREPARED
FOR:



TOWN CONTACT:

LORA MASTROFRANCESCO, P.E.
PROJECT DESIGN ENGINEER

NCDOT CONTACT:

FELIX A. OBREGON, P.E.
DISTRICT 2 ENGINEER



INDEX OF SHEETS

SHEET NO.	TITLE
TMP-1	TITLE SHEET, VICINITY MAP, INDEX OF SHEETS AND LIST OF APPLICABLE ROADWAY STANDARD DRAWINGS
TMP-1A	TRANSPORTATION OPERATIONS PLAN: (MANAGEMENT STRATEGIES, GENERAL NOTES, AND TEMPORARY TRAFFIC CONTROL PHASING)

ROADWAY STANDARD
DRAWINGS

THE FOLLOWING ROADWAY STANDARDS AS SHOWN IN "ROADWAY STANDARD DRAWINGS" - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY 2018 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

STD. NO.	TITLE
1101.01	WORK ZONE WARNING SIGNS
1101.02	TEMPORARY LANE CLOSURES
1101.04	TEMPORARY SHOULDER CLOSURES
1101.11	TRAFFIC CONTROL DESIGN TABLES
1110.01	STATIONARY WORK ZONE SIGNS
1110.02	PORTABLE WORK ZONE SIGNS
1130.01	DRUMS
1135.01	CONES
1150.01	FLAGGING DEVICES
1205.01	PAVEMENT MARKINGS - LINE TYPES AND OFFSETS
1205.04	PAVEMENT MARKINGS - INTERSECTIONS
1205.05	PAVEMENT MARKINGS - TURN LANES
1205.08	PAVEMENT MARKINGS - SYMBOLS AND WORD MESSAGES

/ / DATE SUBMITTED

SUBMITTAL:

☐ STAGING CONCEPT

☐ MIDPOINT

☒ PRE-FINAL

☐ FINAL

DO NOT USE FOR CONSTRUCTION

PLANS PREPARED BY:



DRMP NC, Inc.
8000 Regency Parkway, Suite 110
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UNLESS ALL SIGNATURES COMPLETED

LISA M. MOON, P.E.
TRAFFIC CONTROL
PROJECT ENGINEER

CHRIS M. SILVER, P.E.
TRAFFIC CONTROL
PROJECT DESIGN ENGINEER

APPROVED: _____

DATE: _____

SEAL

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

SHEET NO.

TMP-1

HUNTINGTON GREEN SW
CONTRACT:

MANAGEMENT STRATEGIES

THE FOLLOWING LISTED WORK ZONE STRATEGIES ARE RECOMMENDED FOR INCLUSION WITHIN THIS TRANSPORTATION MANAGEMENT PLAN (TMP).

RECOMMENDED STRATEGIES:

TRAFFIC MANAGEMENT STRATEGIES:
LANE SHIFTS OR CLOSURES
SHOULDER CLOSURES
ONE-LANE, TWO WAY OPERATION (FLAGGING)
NIGHT WORK
WEEKEND WORK
WORK HOUR RESTRICTIONS FOR PEAK TRAVEL
PEDESTRIAN / BICYCLE ACCOMMODATIONS

GENERAL NOTES

CHANGES MAY BE REQUIRED WHEN PHYSICAL DIMENSIONS IN THE DETAIL TO MEET FIELD CONDITIONS OR RESULT IN DUPLICATE OR UNDESIRED OVERLAPPING OF DEVICES. MODIFICATION MAY INCLUDE: MOVING, SUPPLEMENTING, COVERING, OR REMOVAL OF DEVICES AS DIRECTED BY THE ENGINEER.

THE FOLLOWING GENERAL NOTES APPLY AT ALL TIMES FOR THE DURATION OF THE CONSTRUCTION PROJECT EXCEPT WHEN OTHERWISE NOTED IN THE PLAN OR DIRECTED BY THE ENGINEER.

TIME RESTRICTIONS

A) DO NOT CLOSE OR NARROW TRAVEL LANES AS FOLLOWS:

ROAD NAME	DAY AND TIME RESTRICTIONS
MCCOY ROAD	MONDAY-FRIDAY 7-9 AM, 4-6 PM
HAMBRIGHT ROAD	MONDAY-FRIDAY 7-9 AM, 4-6 PM

B) DO NOT CLOSE OR NARROW TRAVEL LANES DURING HOLIDAYS AND SPECIAL EVENTS AS FOLLOWS:

ROAD NAME
MCCOY ROAD
HAMBRIGHT ROAD

HOLIDAY

- FOR ANY UNEXPECTED OCCURRENCE THAT CREATES UNUSUALLY HIGH TRAFFIC VOLUMES, AS DIRECTED BY THE ENGINEER.
- FOR NEW YEAR'S, BETWEEN THE HOURS OF 4:00 P.M. DECEMBER 31st TO 9:00 A.M. JANUARY 2ND. IF NEW YEAR'S DAY IS ON A FRIDAY, SATURDAY, SUNDAY, OR MONDAY THEN UNTIL 9:00 A.M. THE FOLLOWING TUESDAY.
- FOR EASTER, BETWEEN THE HOURS OF 4:00 P.M. THURSDAY AND 9:00 A.M. MONDAY.
- FOR MEMORIAL DAY, BETWEEN THE HOURS OF 4:00 P.M.FRIDAY TO 9:00 A.M. TUESDAY.
- FOR INDEPENDENCE DAY, BETWEEN THE HOURS OF 4:00 P.M. THE DAY BEFORE INDEPENDENCE DAY AND 9:00 A.M. THE DAY AFTER INDEPENDENCE DAY.

IF INDEPENDENCE DAY IS ON A FRIDAY, SATURDAY, SUNDAY OR MONDAY THEN BETWEEN THE HOURS OF 4:00 P.M. THE THURSDAY BEFORE INDEPENDENCE DAY AND 9:00 A.M. THE TUESDAY AFTER INDEPENDENCE DAY.
- FOR LABOR DAY, BETWEEN THE HOURS OF 4:00 P.M. FRIDAY AND 9:00 A.M. TUESDAY.
- FOR THANKSGIVING DAY, BETWEEN THE HOURS OF 4:00 P.M. TUESDAY TO 9:00 A.M. MONDAY.
- FOR CHRISTMAS, BETWEEN THE HOURS OF 4:00 P.M. THE FRIDAY BEFORE THE WEEK OF CHRISTMAS DAY AND 9:00 A.M. THE FOLLOWING TUESDAY AFTER THE WEEK OF CHRISTMAS.

GENERAL NOTES CONT.

LANE AND SHOULDER CLOSURE REQUIREMENTS

- C) REMOVE LANE CLOSURE DEVICES FROM THE LANE WHEN WORK IS NOT BEING PERFORMED BEHIND THE LANE CLOSURE OR WHEN A LANE CLOSURE IS NO LONGER NEEDED OR AS DIRECTED BY THE ENGINEER.
- D) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN 15 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN SHOULDER USING ROADWAY STANDARD DRAWING NO. 1101.04 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL OR A LANE CLOSURE IS INSTALLED.
- E) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING ON THE SHOULDER ADJACENT TO AN UNDIVIDED FACILITY AND WITHIN 5 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN TRAVEL LANE USING ROADWAY STANDARD DRAWING NO. 1101.02 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL.
- F) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN A LANE OF TRAVEL OF AN UNDIVIDED OR DIVIDED FACILITY, CLOSE THE LANE ACCORDING TO THE TRAFFIC CONTROL PLANS, ROADWAY STANDARD DRAWINGS, OR AS DIRECTED BY THE ENGINEER. CONDUCT THE WORK SO THAT ALL PERSONNEL AND/OR EQUIPMENT REMAIN WITHIN THE CLOSED TRAVEL LANE.
- G) DO NOT WORK SIMULTANEOUSLY WITHIN 15 FT ON BOTH SIDES OF AN OPEN TRAVELWAY, RAMP, OR LOOP WITHIN THE SAME LOCATION UNLESS PROTECTED WITH GUARDRAIL OR BARRIER.

PAVEMENT EDGE DROP OFF REQUIREMENTS

- H) DO NOT EXCEED A DIFFERENCE OF 2 INCHES IN ELEVATION BETWEEN OPEN LANES OF TRAFFIC FOR NOMINAL LIFTS OF 1.5 INCHES. INSTALL ADVANCE WARNING "UNEVEN LANES" SIGNS (W8-11) 350' IN ADVANCE AND A MINIMUM OF EVERY HALF MILE THROUGHOUT THE UNEVEN AREA.

SIGNING

- I) INSTALL ADVANCE WORK ZONE WARNING SIGNS WHEN WORK IS WITHIN 40 FT FROM THE EDGE OF TRAVEL LANE AND NO MORE THAN THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.
- J) ENSURE ALL NECESSARY SIGNING IS IN PLACE PRIOR TO ALTERING ANY TRAFFIC PATTERN.
- K) INSTALL BLACK ON ORANGE "DIP" SIGNS (W8-2) AND/OR "BUMP" SIGNS (W8-1) 350' IN ADVANCE OF THE UNEVEN AREA, OR AS DIRECTED BY THE ENGINEER.

TRAFFIC CONTROL DEVICES

- L) WHEN LANE CLOSURES ARE NOT IN EFFECT SPACE CHANNELIZING DEVICES IN WORK AREAS NO GREATER IN FEET THAN TWICE THE POSTED SPEED LIMIT (MPH) EXCEPT, 10 FT ON-CENTER IN RADII, AND 3 FT OFF THE EDGE OF AN OPEN TRAVELWAY. REFER TO STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES SECTIONS 1130 (DRUMS), 1135 (CONES) AND 1180 (SKINNY DRUMS) FOR ADDITIONAL REQUIREMENTS.

PAVEMENT MARKINGS AND MARKERS

- M) INSTALL TEMPORARY PAVEMENT MARKINGS AND TEMPORARY PAVEMENT MARKERS ON INTERIM LAYERS OF PAVEMENT AS FOLLOWS:

ROAD NAME	MARKING	MARKER
ALL	PAINT	NONE

GENERAL NOTES CONT.

PAVEMENT MARKINGS AND MARKERS CONT.

- N) TIE PROPOSED PAVEMENT MARKING LINES TO EXISTING PAVEMENT MARKING LINES.
- O) REMOVE/REPLACE ANY CONFLICTING/DAMAGED PAVEMENT MARKINGS AND MARKERS BY THE END OF EACH DAY'S OPERATION.

MISCELLANEOUS

- P) ALL CURB RAMP LOCATIONS SHALL BE DERIVED FROM STATIONING SHOWN ON ROADWAY PLANS OR AS DIRECTED BY THE ENGINEER.
- Q) CONTRACTOR SHALL MAINTAIN SIDEWALK ACCESS AT ALL TIMES AS STATED IN THE PHASING. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TEMPORARY SIDEWALKS (CONCRETE, ASPHALT, OR OTHER SUITABLE MATERIAL AS APPROVED BY THE ENGINEER) AT ALL LOCATIONS WHERE THE OPEN PEDESTRIAN TRAVELWAY HAS BEEN REMOVED FOR CONSTRUCTION OPERATIONS (UTILITIES, DRAINAGE, ETC.).

PHASING

COORDINATE WITH THE ENGINEER FOR APPROVAL PRIOR TO ANY CLOSURE OF PEDESTRIAN ACCESS.

STEP I:
INSTALL ADVANCE WORK ZONE SIGNS USING NCDOT RSD 1101.01, SHEET 3 OF 3. THE APPROACH WARNING SIGNS SHALL BE PLACED ON HAMBRIGHT ROAD AND MCCOY ROAD, AND SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED

STEP II:
USING NCDOT RSD 1101.02 AND 1101.11 AS NECESSARY, CONSTRUCT THE SIDEWALK, DRIVEWAYS, AND CURB AND GUTTER.

STEP III:
USING NCDOT RSD 1101.02, MILL AND RESURFACE WITHIN PROJECT LIMITS, SEE ROADWAY PLANS FOR ADDITIONAL DETAILS.

STEP IV:
INSTALL FINAL PAVEMENT MARKINGS PER NCDOT STANDARDS AND AS SHOWN IN THE FINAL PAVEMENT MARKING PLANS.

STEP V:
REMOVE ALL CONSTRUCTION WARNING SIGNS ONCE CONSTRUCTION IS COMPLETED.



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APPROVED: _____ DATE: _____ SEAL PRELIMINARY DO NOT USE FOR CONSTRUCTION		TRANSPORTATION OPERATIONS PLAN
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		

CONTRACT: HUNTINGTON GREEN SW

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

SIGNING & PAVEMENT MARKING PLAN
MECKLENBURG COUNTY

LOCATION: NORTHERN SIDE OF HAMBRIGHT ROAD (SR 2117) AND EASTERN
SIDE OF MCCOY ROAD (SR 2138)

TYPE OF WORK: SIDEWALK, GRADING, DRAINAGE, CURB & GUTTER, PAVEMENT

PAVEMENT
MARKING SCHEDULE

SYMBOL	DESCRIPTION	QUANTITIES
THERMOPLASTIC (4", 90 MIL)		9481 L.F.
T1	WHITE EDGELINE	
T2	WHITE SOLID LANE LINE	
T4	3FT.-9FT/SP WHITE MINISKIP	
T5	2FT.-6FT/SP WHITE MINISKIP	
T11	YELLOW SINGLE CENTER	
T12	10 FT. YELLOW SKIP	
T13	YELLOW DOUBLE CENTER LINE	
THERMOPLASTIC (8", 90 MIL)		123 L.F.
T41	WHITE DIAGONAL	
THERMOPLASTIC (24", 90 MIL)		99 L.F.
T61	WHITE STOP BAR	
THERMOPLASTIC (90 MIL)		2 EA
T71	RIGHT TURN ARROW	
THERMOPLASTIC (90 MIL)		9 EA
T100	ALPHANUMERIC CHAR.	

ROADWAY STANDARD DRAWING

THE FOLLOWING ROADWAY STANDARDS AS APPEAR IN "ROADWAY STANDARD DRAWINGS" - PROJECT SERVICES UNIT - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY 2018 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

STD. NO.	TITLE
1205.01	PAVEMENT MARKINGS - LINE TYPES AND OFFSETS
1205.02	PAVEMENT MARKINGS - TWO-LANE AND MULTILANE ROADWAYS
1205.04	PAVEMENT MARKINGS - INTERSECTIONS
1205.05	PAVEMENT MARKINGS - TURN LANES
1205.08	PAVEMENT MARKINGS - SYMBOLS AND WORD MESSAGES
1205.09	PAVEMENT MARKINGS - PAINTED ISLANDS

SIGNING
GENERAL NOTES

- SIGNS FURNISHED BY CONTRACTOR
- IF REMOVAL OR RELOCATION OF SIGNS ON PRIVATE STREET (NON-STATE MAINTAINED) IS REQUIRED DUE TO CONSTRUCTION, THE CONTRACTOR SHALL INFORM THE ENGINEER. THE WORK WILL BE COMPLETED BY OTHERS.
- WHEN NOT STATIONED OR DIMENSIONED ON PLANS, ALL 'E' AND 'F' SIGNS SHALL BE FIELD LOCATED BY THE ENGINEER
- ALL EXISTING SIGNS ON "U" CHANNEL POST WITHIN THE PROJECT LIMITS SHALL BE REMOVED AND DISPOSED OF UNLESS OTHERWISE NOTED ON PLANS.
- WHEN EXISTING SIGNS ARE REMOVED AND INSTALLED ON NEW SUPPORTS, THE RE-ERECTION SHALL IMMEDIATELY FOLLOW THE REMOVAL.
- THE BACKGROUND FOR TYPE E SIGNS SHALL BE TYPE C REFLECTIVE SHEETING.

PAVEMENT MARKING
GENERAL NOTES

THE FOLLOWING GENERAL NOTES APPLY AT ALL TIMES FOR THE DURATION OF THE CONSTRUCTION PROJECT, EXCEPT WHEN OTHERWISE NOTED IN THE PLAN, OR DIRECTED BY THE ENGINEER.

- A) INSTALL PAVEMENT MARKINGS AND PAVEMENT MARKERS ON THE FINAL SURFACE AS FOLLOWS:

ROAD NAME	MARKING	MARKER
ALL ROADS	THERMOPLASTIC	NONE

- B) TIE PROPOSED PAVEMENT MARKING LINES TO EXISTING PAVEMENT MARKING LINES.
- C) REMOVE/REPLACE ANY CONFLICTING/DAMAGED PAVEMENT MARKINGS AND MARKERS.
- D) PASSING ZONES WILL BE DETERMINED IN THE FIELD AND MUST BE APPROVED BY THE ENGINEER.
- E) STOP BAR LOCATION AT NON-SIGNALIZED INTERSECTIONS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER.
- F) UNLESS OTHERWISE SPECIFIED, HEATED-IN-PLACE THERMOPLASTIC MAY BE USED IN LIEU OF EXTRUDED THERMOPLASTIC FOR STOP BARS, SYMBOLS, CHARACTERS AND DIAGONALS. IF HEATED-IN-PLACE IS USED, IT SHALL BE PAID FOR USING THE EXTRUDED THERMOPLASTIC PAY ITEM.
- G) SEE ROADWAY PLANS FOR CURB RAMP DESIGNS.

SIGNING SUMMARY
OF QUANTITIES

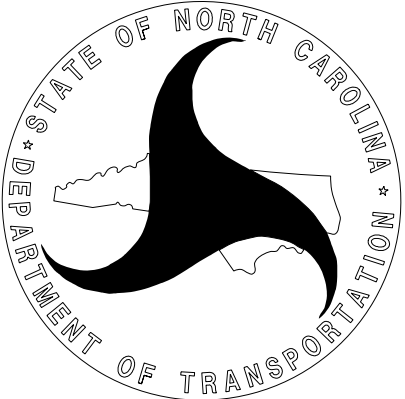
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DESC. NO.	SECT. NO.			
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4072000000	903	SUPPORTS, 3 LB STEEL U-CHANNEL	132	LF.
4116100000	904	SIGN ERECTION, TYPE E	11	EA.
4155000000	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	11	EA.

PLANS PREPARED
FOR:



TOWN CONTACT:
LORA MASTROFRANCESCO, P.E.
PROJECT DESIGN ENGINEER

NCDOT CONTACT:
FELIX A. OBREGON, P.E.
DISTRICT 2 ENGINEER



Plans Prepared By:



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LISA MOON, PE PROJECT ENGINEER
CHRIS SILVER, PE PROJECT DESIGN ENGINEER

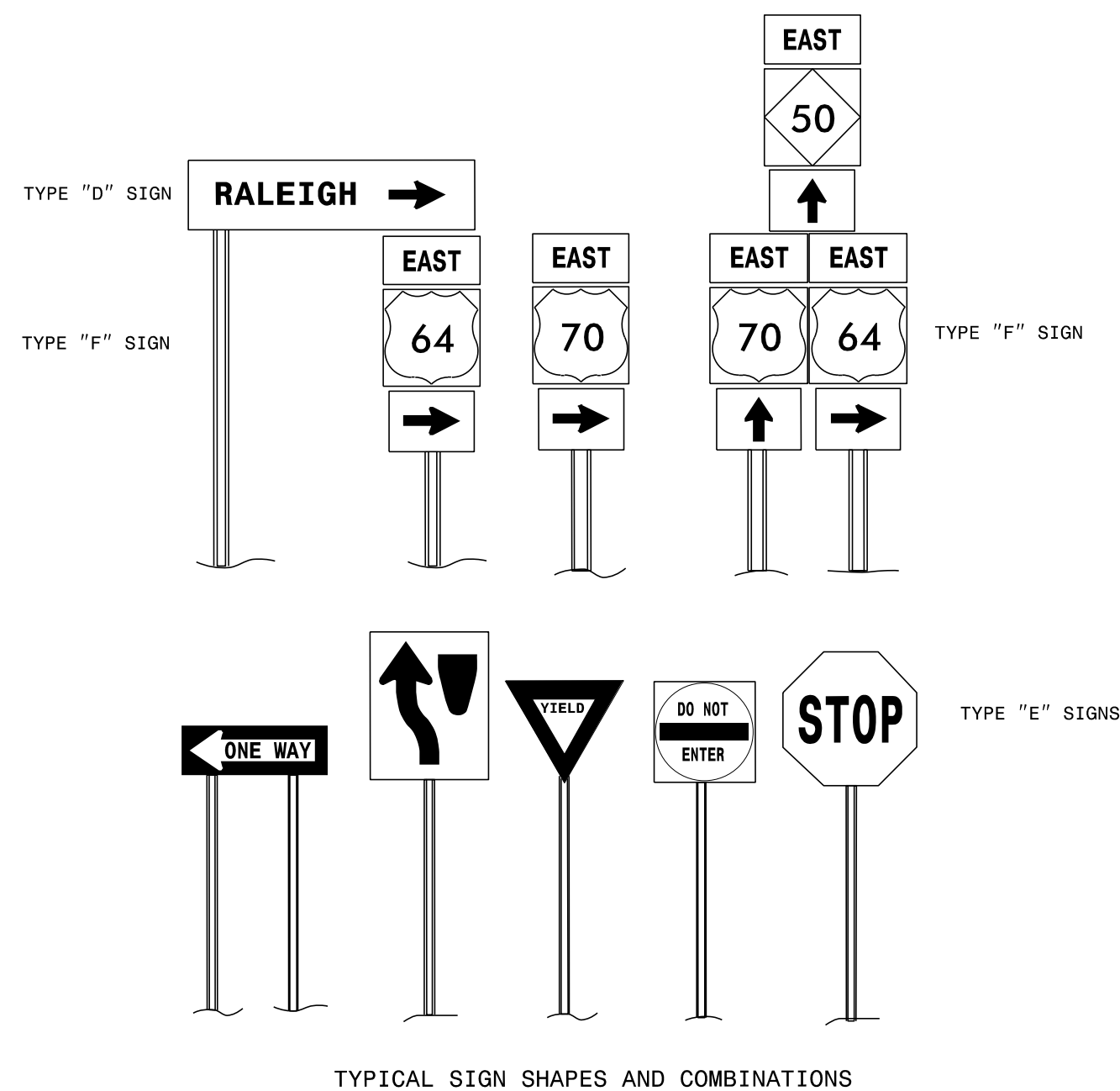
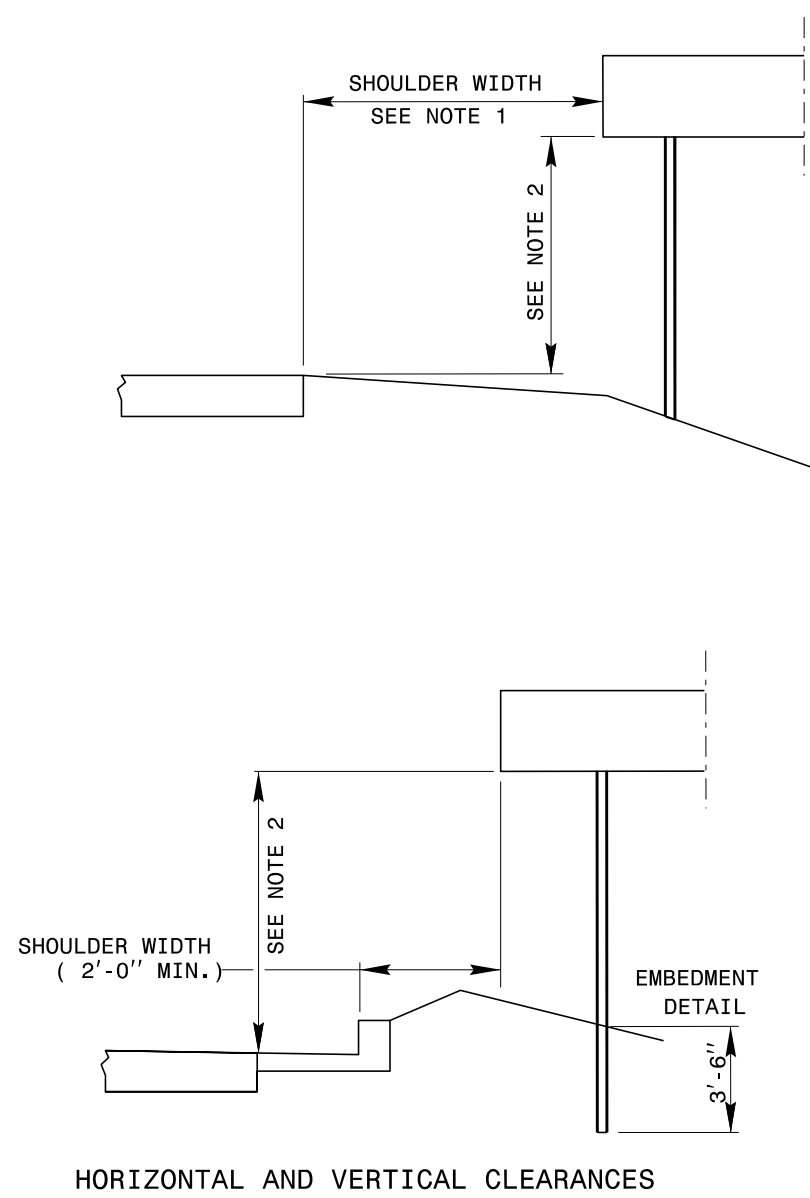
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SHEET NO.	DESCRIPTION
S&D-1	TITLE SHEET
S&D-2	REVISED SIGNING ROADWAY STANDARD DRAWINGS
S&D-3	E SHEETS
S&D-4-16	PAVEMENT MARKING AND SIGNING PLANS

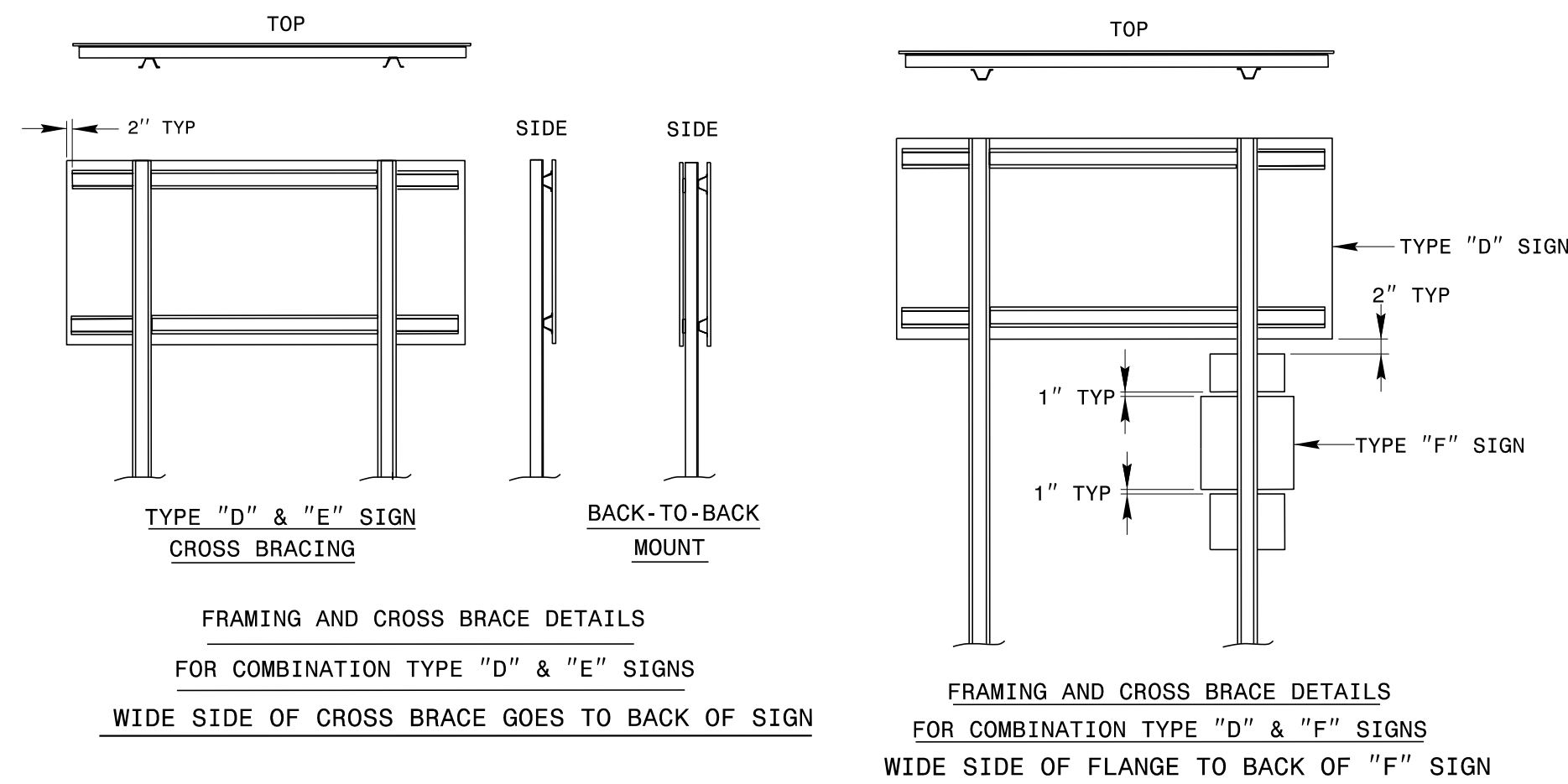
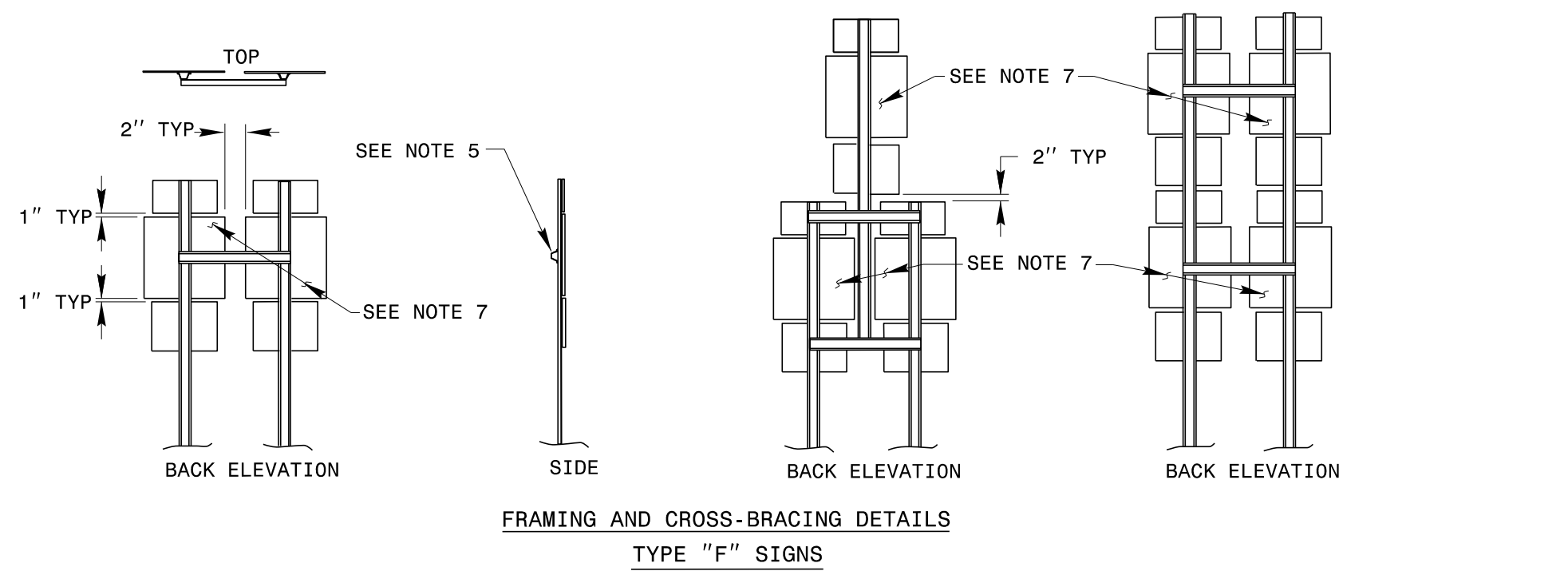
STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ENGLISH DETAIL DRAWING FOR
MOUNTING OF
TYPE 'D', 'E' AND 'F' SIGNS
ON 'U' CHANNEL POSTS

SHEET 1 OF 2
904D50



TYPICAL SIGN SHAPES AND COMBINATIONS



NOTES:

1. ERECT TYPE "D", "E", AND "F" SIGNS ON FREEWAYS WITH THE NEAR EDGE OF THE SIGN 20 FT. FROM THE TRAVEL LANE. ERECT ALL OTHER "D", "E", AND "F" SIGNS WITH THE NEAR EDGE OF THE SIGN AT THE EDGE OF THE SHOULDER BREAK (6 FT. MINIMUM CLEARANCE, 12 FT. DESIRABLE, FROM THE EDGE OF TRAVEL LANE), OR AS DIMENSIONED ON PLAN SHEETS.
2. ERECT TYPE "D", "E", AND "F" SIGNS WITH THE BOTTOM OF SIGN ASSEMBLY AT LEAST 7 FT. ABOVE THE EDGE OF THE TRAVEL LANE ON ROADS WITH 2 OR MORE LANES IN THE SAME DIRECTION AND AT LEAST 5 FT. ON OTHER ROUTES. THE VERTICAL CLEARANCE IS 7 FT. WHERE REQUIRED FOR PEDESTRIAN TRAFFIC AND/OR PARKED VEHICLES.
3. THE VERTICAL DIMENSION BETWEEN MOUNTING HOLE CENTERS ON ALL TYPES "D", "E", AND "F" SIGNS IS 30" MAXIMUM. THE VERTICAL AND HORIZONTAL DIMENSIONS BETWEEN MOUNTING HOLES IS TO THE WHOLE INCH. EACH SIGN PANEL HAS A MINIMUM OF 2 BOLTS PER SUPPORT.
4. ATTACH SIGN W/ $\frac{5}{16}$ " HEX HEAD BOLT, NYLON WASHER, SHIM, FLAT WASHER, LOCK WASHER, HEX NUT
NO BUCKLING OF THE SIGN WILL BE PERMITTED. SEE ASSEMBLY DETAIL SHEET# 2 OF 904.50.
5. FURNISH AND INSTALL CROSS-BRACING AS SHOWN IN DETAIL. PAINT ENDS OF CROSS BRACES W/ APPROVED. ZINC PAINT
6. INSTALL POST AND CROSS-BRACING WITH THE WIDE SIDE OF THE FLANGE TOWARD THE BACK OF
SIGN(S) FOR COMBINATION TYPE "D" AND "F" SIGNS.
7. THE SHIELD HEIGHTS IN THESE ASSEMBLIES CAN NOT BE LARGER THAN 24".
8. IF SIGN ASSEMBLIES REQUIRE MORE THAN TWO U-CHANNEL SUPPORTS, THE SUPPORTS SHALL BE
PLACED A MINIMUM OF 4 FT. BETWEEN POSTS. NO MORE THAN TWO POSTS SHALL FALL WITHIN 7 FT.
PATH. OR THE SIGN ASSEMBLY MUST BE PLACED BEHIND BARRIER PROTECTION.

STATE OF
NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ENGLISH DETAIL DRAWING FOR
**MOUNTING OF
TYPE 'D', 'E' AND 'F' SIGNS
ON 'U' CHANNEL POSTS**

SHEET 1 OF 2
904D50

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 **DRMP**

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NC License No. C-4923 (919) 650-1038

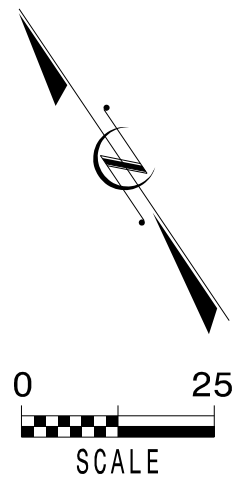
REVISED SIGNING ROADWAY STANDARD DRAWING

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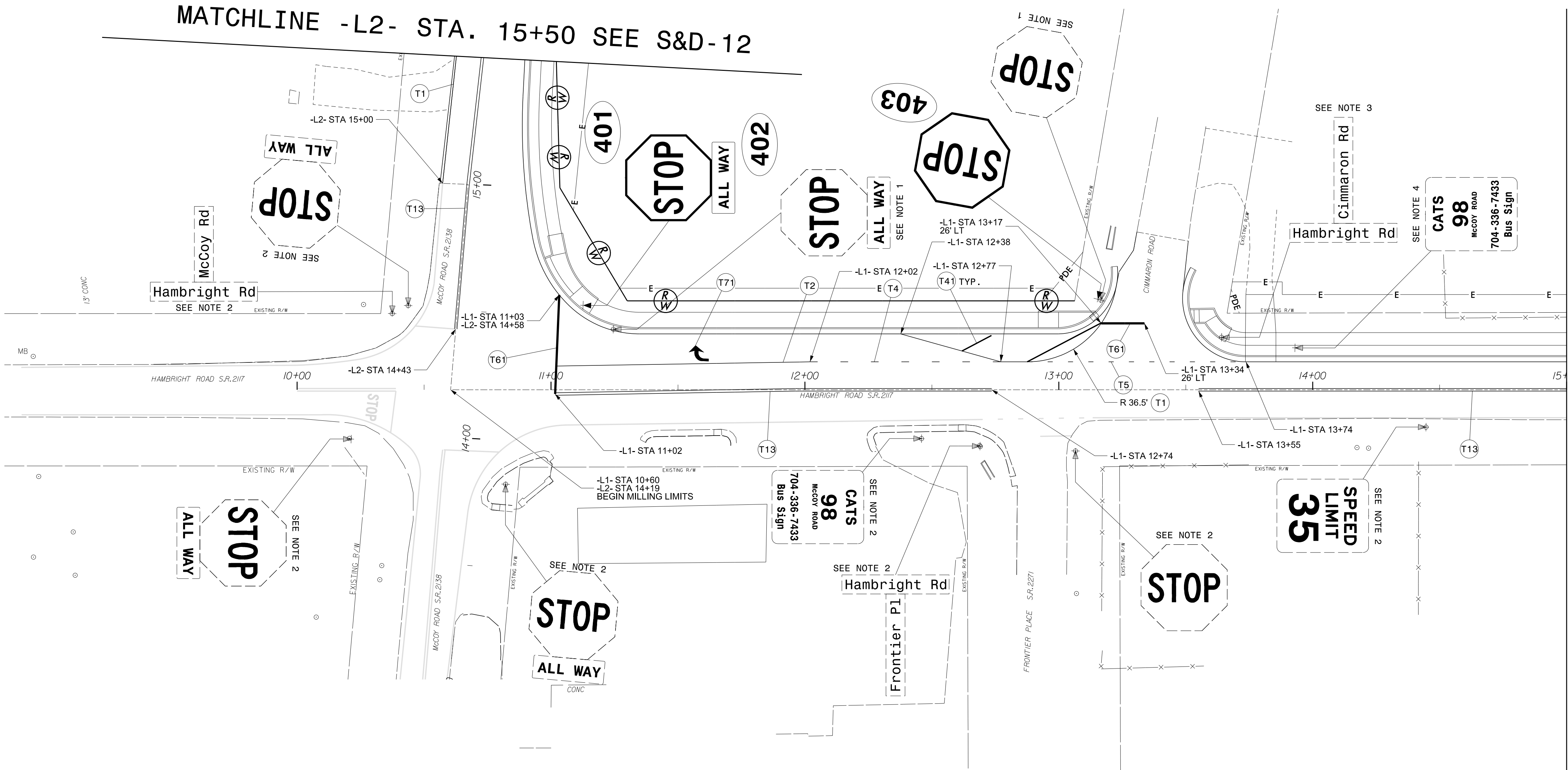
PROJECT REFERENCE NO.		SHEET NO.				
HGSD		S&D-3				
APPROVED: _____						
DATE: _____						
SEAL						
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION						
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED						
401 QUANTITY REQ'D 1 STOP 36 X 36 R1-1 ONE "U" POST PER SIGN	406 QUANTITY REQ'D 1 24 X 30 R4-7 ONE "U" POST PER SIGN					
402 QUANTITY REQ'D 1 ALL WAY 18 X 6 R1-3P MOUNT BELOW SIGN 401 IN 1 INSTALLATIONS	407 QUANTITY REQ'D 1 MAY USE FULL LANE 30 X 30 R4-11 ONE "U" POST PER SIGN					
403 QUANTITY REQ'D 5 STOP 30 X 30 R1-1 ONE "U" POST PER SIGN						
404 QUANTITY REQ'D 1 SPEED LIMIT 35 24 X 30 R2-1 ONE "U" POST PER SIGN						
405 QUANTITY REQ'D 1 SPEED LIMIT 45 24 X 30 R2-1 ONE "U" POST PER SIGN						
Plans Prepared By: DRMP DRMP NC, Inc. 8000 Regency Parkway, Suite 110 Cary, NC 27518 NC License No. C-4923 (919) 650-1038						
TYPE "E" SIGNS						

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User:DMHite

NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-4
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



THERMOPLASTIC PAVEMENT MARKING SCHEDULE

SYMBOL	DESCRIPTION
T1	WHITE EDGELINE (4", 90 MIL)
T2	WHITE SOLID LANE LINE (4", 90 MIL)
T4	3 FT.-9FT./SP WHITE MINISKIP (4", 90 MIL)
T5	2 FT.-6FT./SP WHITE MINISKIP (4", 90 MIL)
T13	YELLOW DOUBLE CENTER (4", 90 MIL)
T41	WHITE DIAGONAL (8", 90 MIL)
T61	WHITE STOPBAR (24", 90 MIL)
T71	RIGHT TURN ARROW (90 MIL)

PROJECT NOTES

- DISPOSAL OF SIGN SYSTEM, U-CHANNEL
- EXISTING SIGN TO REMAIN
- SIGN RELOCATED BY TOWN
- SIGN RELOCATED BY OTHERS

Plans Prepared By:

**DRMP**

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8000 Regency Parkway, Suite 110
Cary, NC 27518
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**PAVEMENT MARKING
& SIGNING PLANS**

**-L1- STA 10+00 TO -L1- STA 15+00 &
-L2- STA 10+00 TO -L2- STA 15+00**

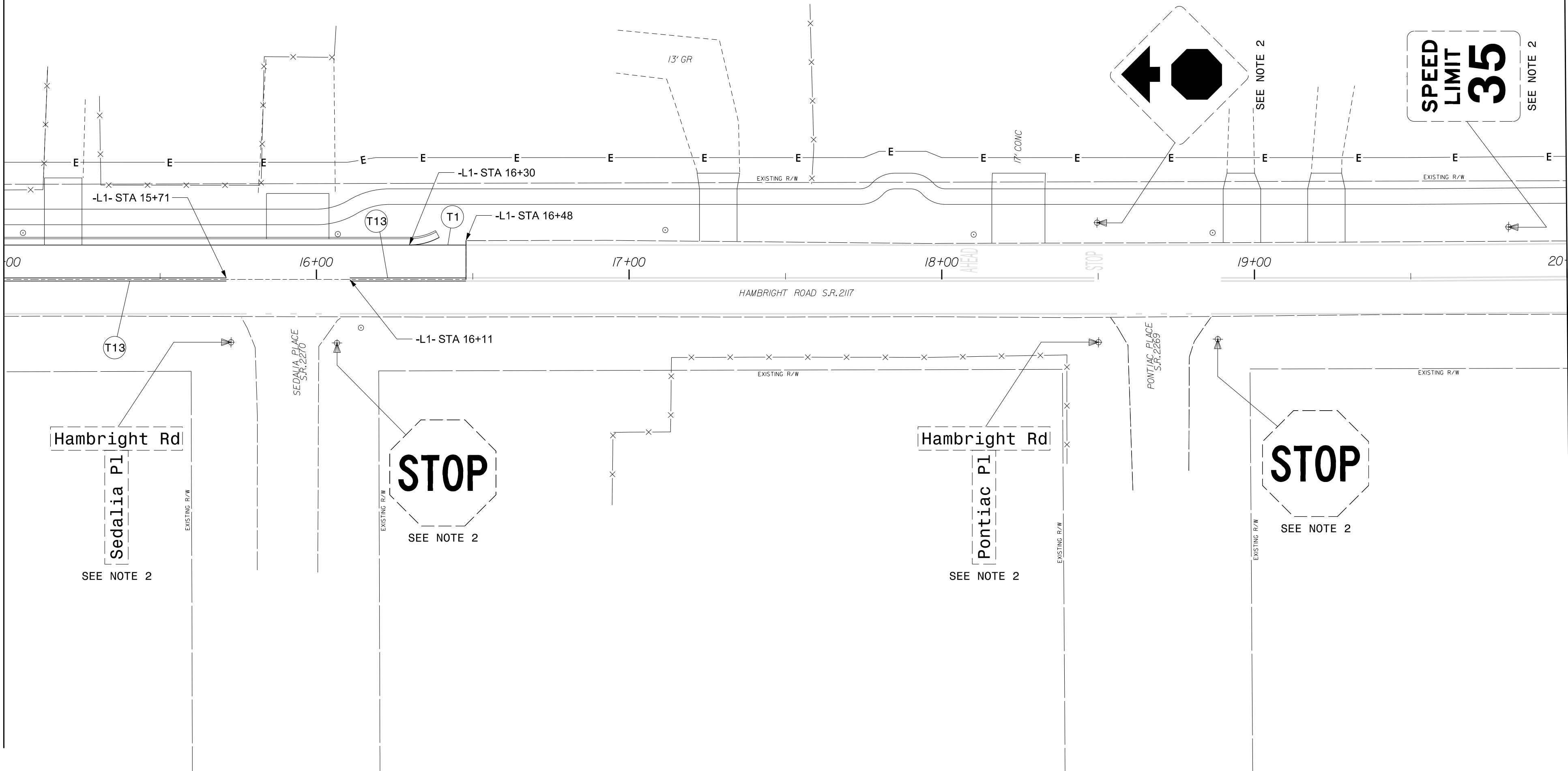
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NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-5
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

MATCHLINE -L1- STA. 15+00 SEE S&D-4



MATCHLINE -L1- STA. 20+00 SEE S&D-6

THERMOPLASTIC PAVEMENT MARKING SCHEDULE

SYMBOL	DESCRIPTION
T1	WHITE EDGELINE (4", 90 MIL)
T13	YELLOW DOUBLE CENTER (4", 90 MIL)

PROJECT NOTES

- DISPOSAL OF SIGN SYSTEM, U-CHANNEL
- EXISTING SIGN TO REMAIN
- SIGN RELOCATED BY TOWN
- SIGN RELOCATED BY OTHERS

Plans Prepared By:

**DRMP**

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Cary, NC 27518
NC License No. C-4923 (919) 650-1038

PAVEMENT MARKING & SIGNING PLANS

-L1- STA 15+00 TO -L1- STA 20+00

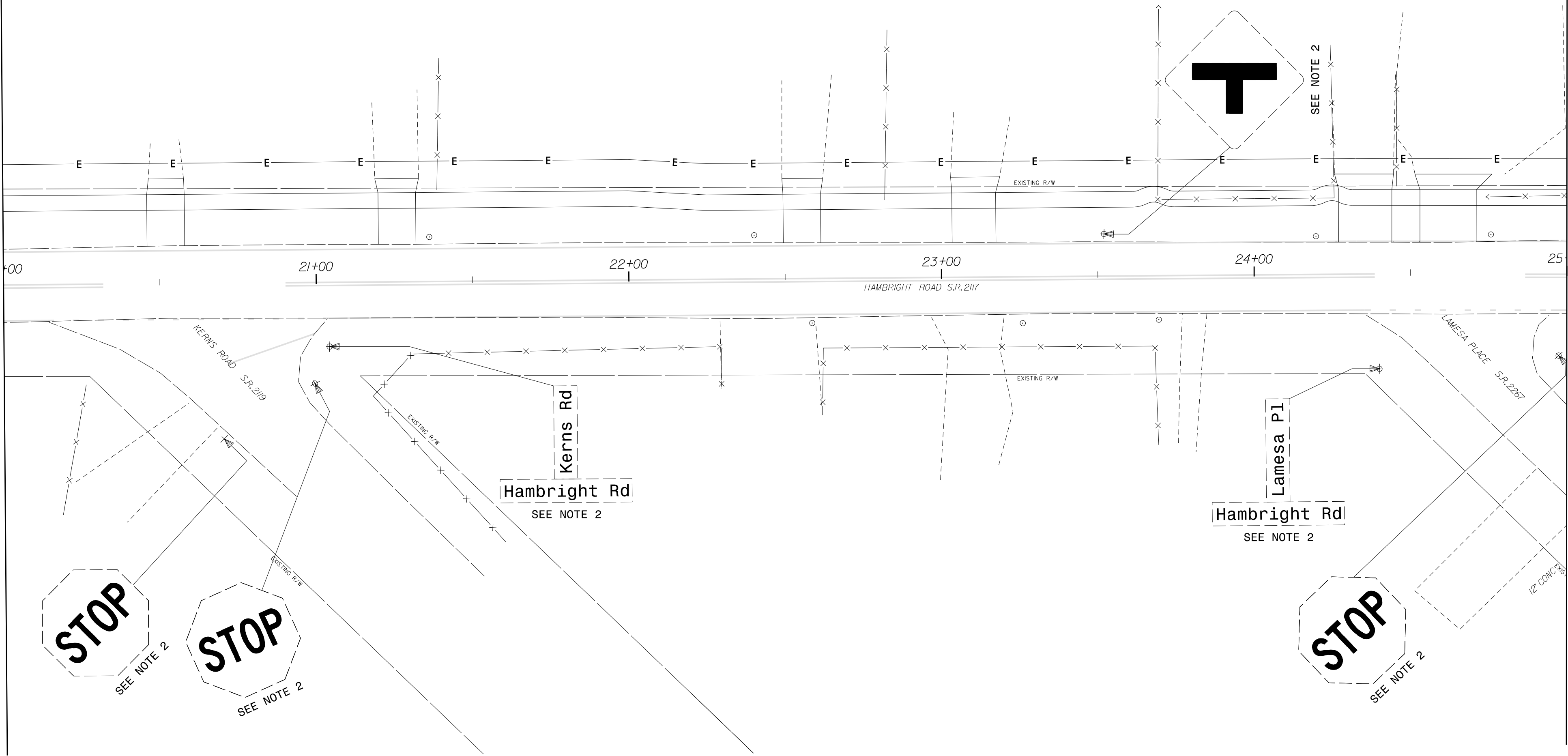
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User:DMHite

NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-6
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

MATCHLINE -L1- STA. 20+00 SEE S&D-5



MATCHLINE -L1- STA. 25+00 SEE S&D-7

PROJECT NOTES

1. DISPOSAL OF SIGN SYSTEM, U-CHANNEL
2. EXISTING SIGN TO REMAIN
3. SIGN RELOCATED BY TOWN
4. SIGN RELOCATED BY OTHERS

Plans Prepared By:

**DRMP**

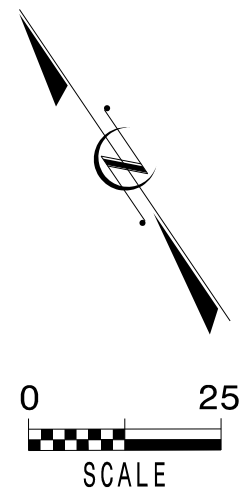
DRMP NC, Inc.
8000 Regency Parkway, Suite 110
Cary, NC 27518
NC License No. C-4923 (919) 650-1038

**PAVEMENT MARKING
& SIGNING PLANS**

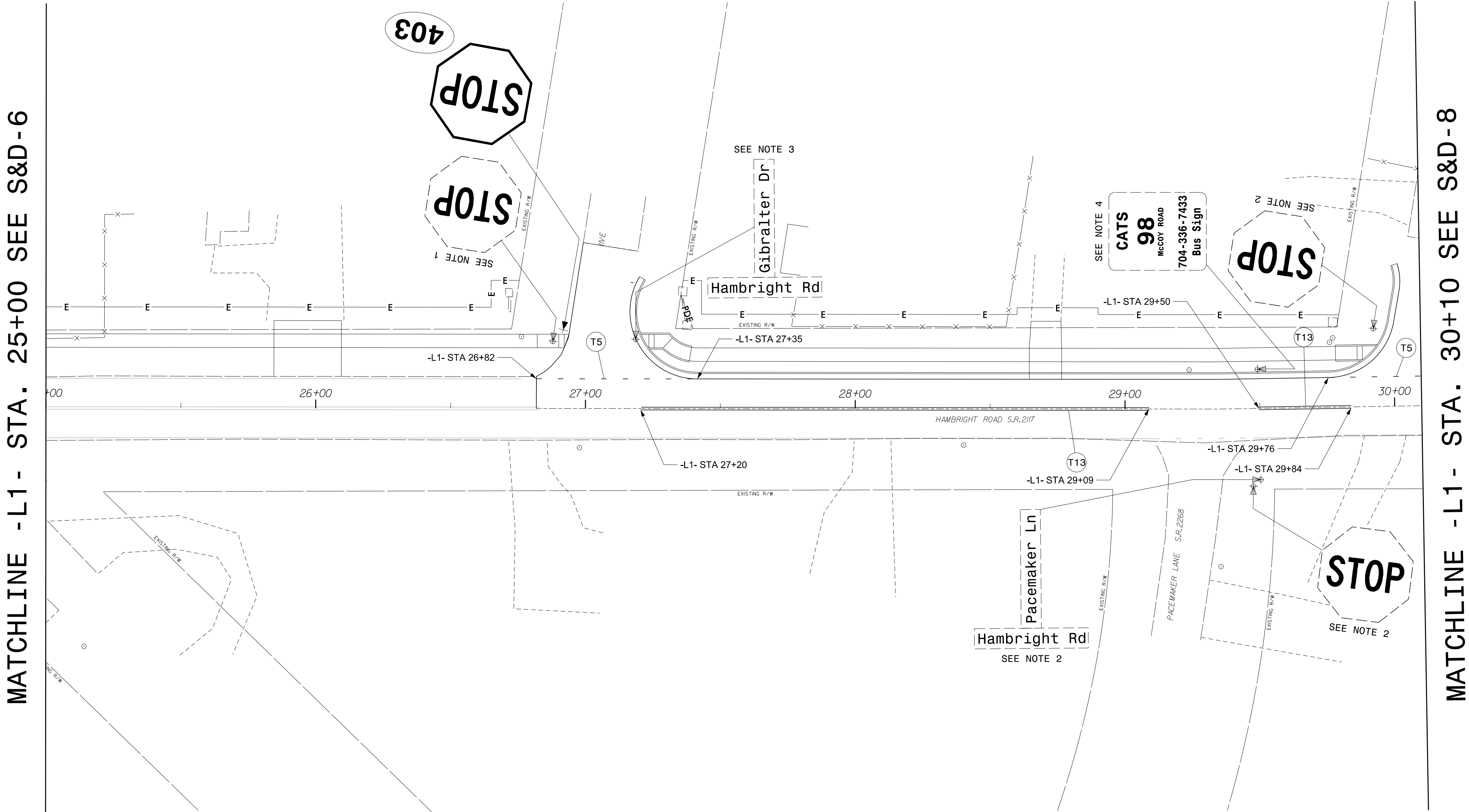
-L1- STA 20+00 TO -L1- STA 25+00

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User:DMHite

NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-7
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



THERMOPLASTIC PAVEMENT MARKING SCHEDULE	
SYMBOL	DESCRIPTION
T5	2 FT.-6FT./SP WHITE MINISKIP (4", 90 MIL)
T13	YELLOW DOUBLE CENTER (4", 90 MIL)

- PROJECT NOTES
1.

DISPOSAL OF SIGN SYSTEM, U-CHANNEL
2.

EXISTING SIGN TO REMAIN
3.

SIGN RELOCATED BY TOWN
4.

SIGN RELOCATED BY OTHERS

Plans Prepared By:



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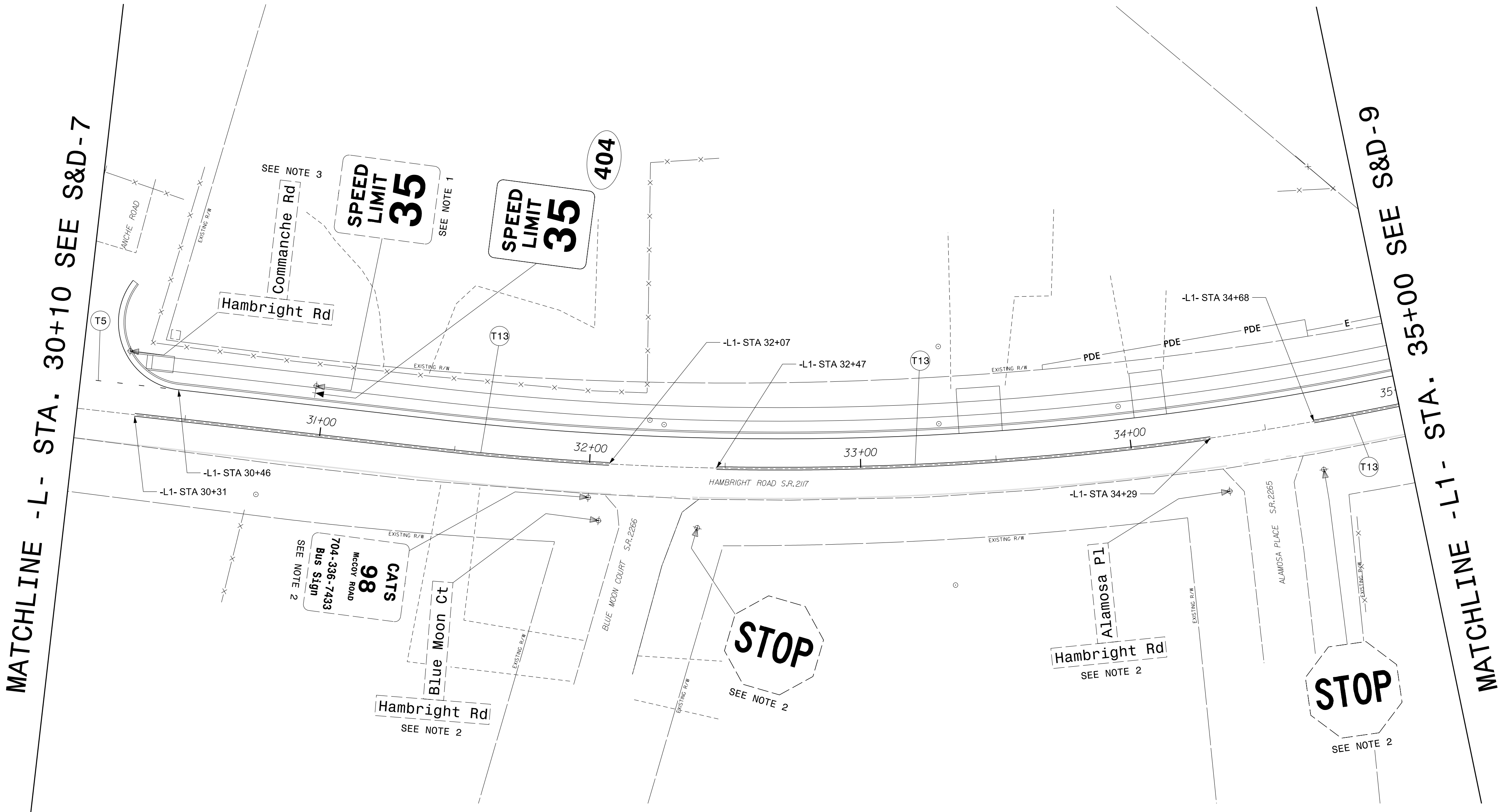
PAVEMENT MARKING & SIGNING PLANS

-L1- STA 25+00 TO -L1- STA 30+10

NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-8
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



THERMOPLASTIC PAVEMENT MARKING SCHEDULE

SYMBOL	DESCRIPTION
T5	2 FT.-6FT./SP WHITE MINISKIP (4", 90 MIL)
T13	YELLOW DOUBLE CENTER (4", 90 MIL)

PROJECT NOTES

- DISPOSAL OF SIGN SYSTEM, U-CHANNEL
- EXISTING SIGN TO REMAIN
- SIGN RELOCATED BY TOWN
- SIGN RELOCATED BY OTHERS

Plans Prepared By:

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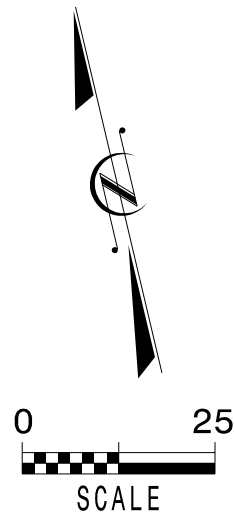
PAVEMENT MARKING & SIGNING PLANS

-L1- STA 30+10 TO -L1- STA 35+00

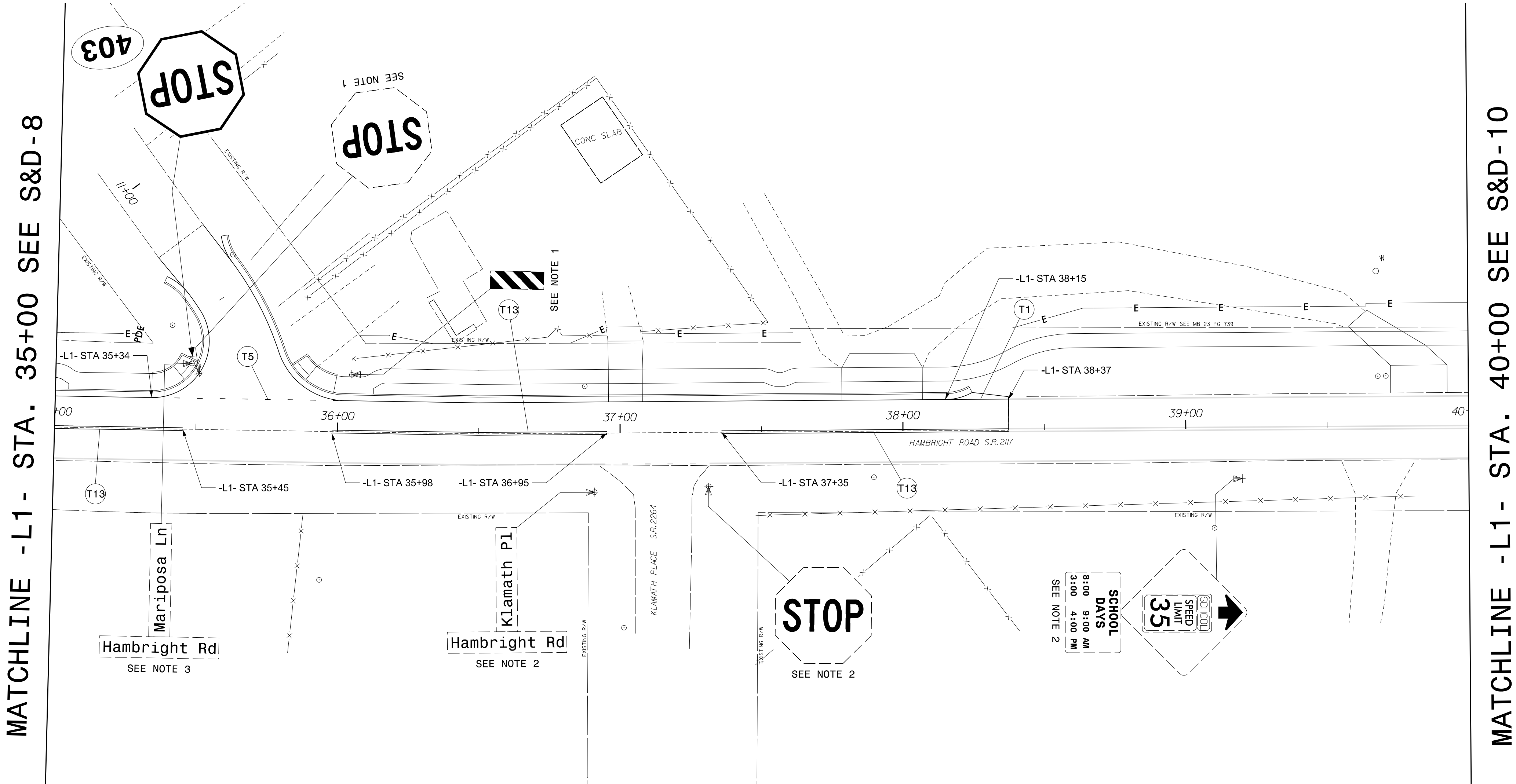
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Date: 8/2/2023

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User:DMH
12/8/2023

NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-9
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



THERMOPLASTIC PAVEMENT MARKING SCHEDULE	
SYMBOL	DESCRIPTION
T1	WHITE EDGELINE (4", 90 MIL)
T5	2 FT.-6FT./SP WHITE MINISKIP (4", 90 MIL)
T13	YELLOW DOUBLE CENTER (4", 90 MIL)

- PROJECT NOTES
1.

DISPOSAL OF SIGN SYSTEM, U-CHANNEL
2.

EXISTING SIGN TO REMAIN
3.

SIGN RELOCATED BY TOWN
4.

SIGN RELOCATED BY OTHERS

Plans Prepared By:



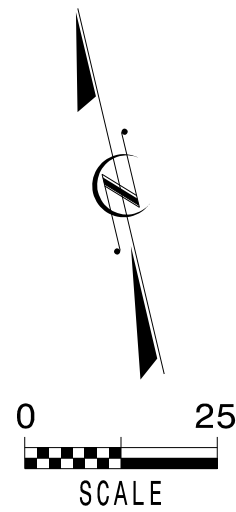
DRMP NC, Inc.
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Cary, NC 27518
NC License No. C-4923 (919) 650-1038

PAVEMENT MARKING & SIGNING PLANS

-L1- STA 35+00 TO -L1- STA 40+00

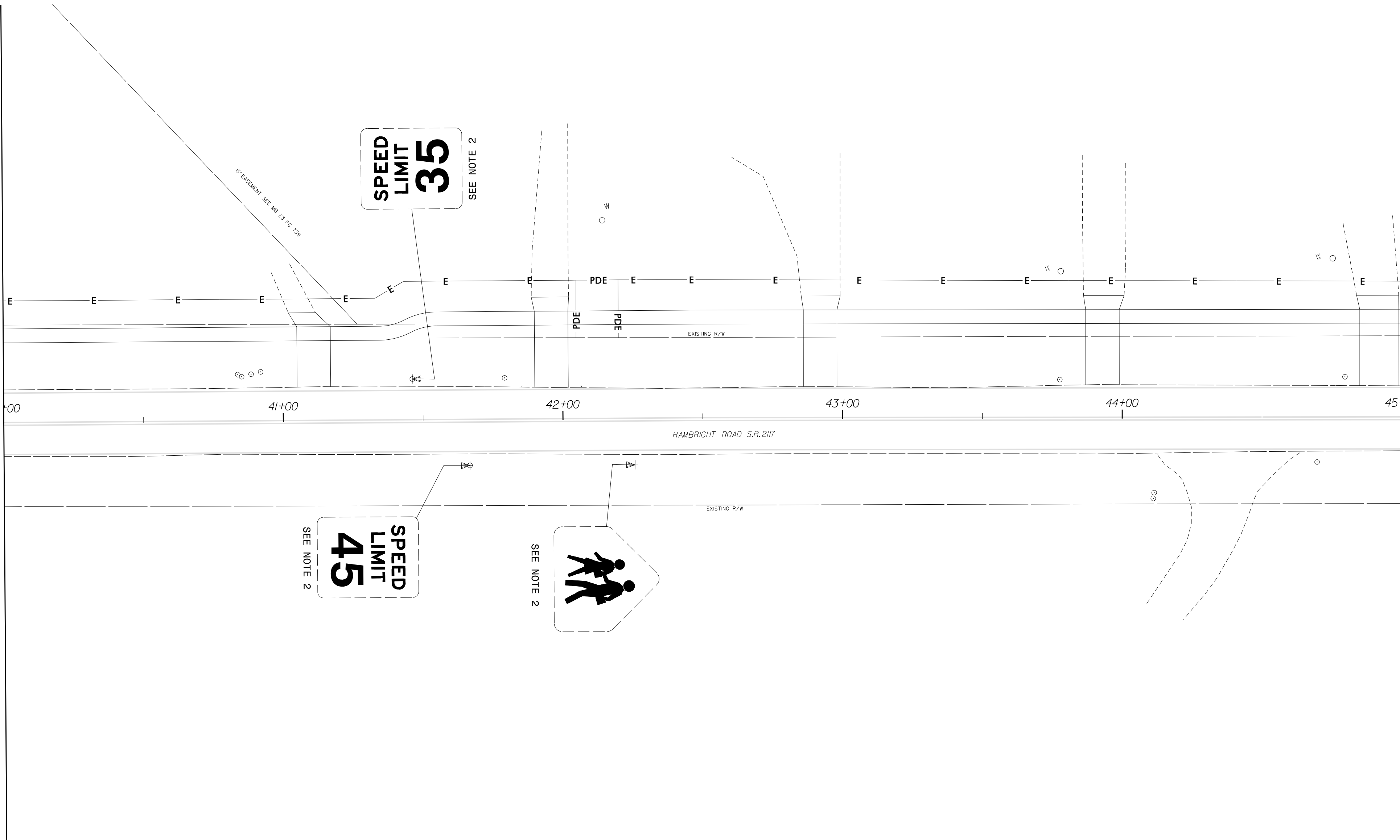
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User:DMWhite

NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-10
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

MATCHLINE -L1- STA. 40+00 SEE S&D-9



MATCHLINE -L1- STA. 45+00 SEE S&D-11

PROJECT NOTES

1. DISPOSAL OF SIGN SYSTEM, U-CHANNEL
2. EXISTING SIGN TO REMAIN
3. SIGN RELOCATED BY TOWN
4. SIGN RELOCATED BY OTHERS

Plans Prepared By:

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Cary, NC 27518
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**PAVEMENT MARKING
& SIGNING PLANS**

-L1- STA 40+00 TO -L1- STA 45+00

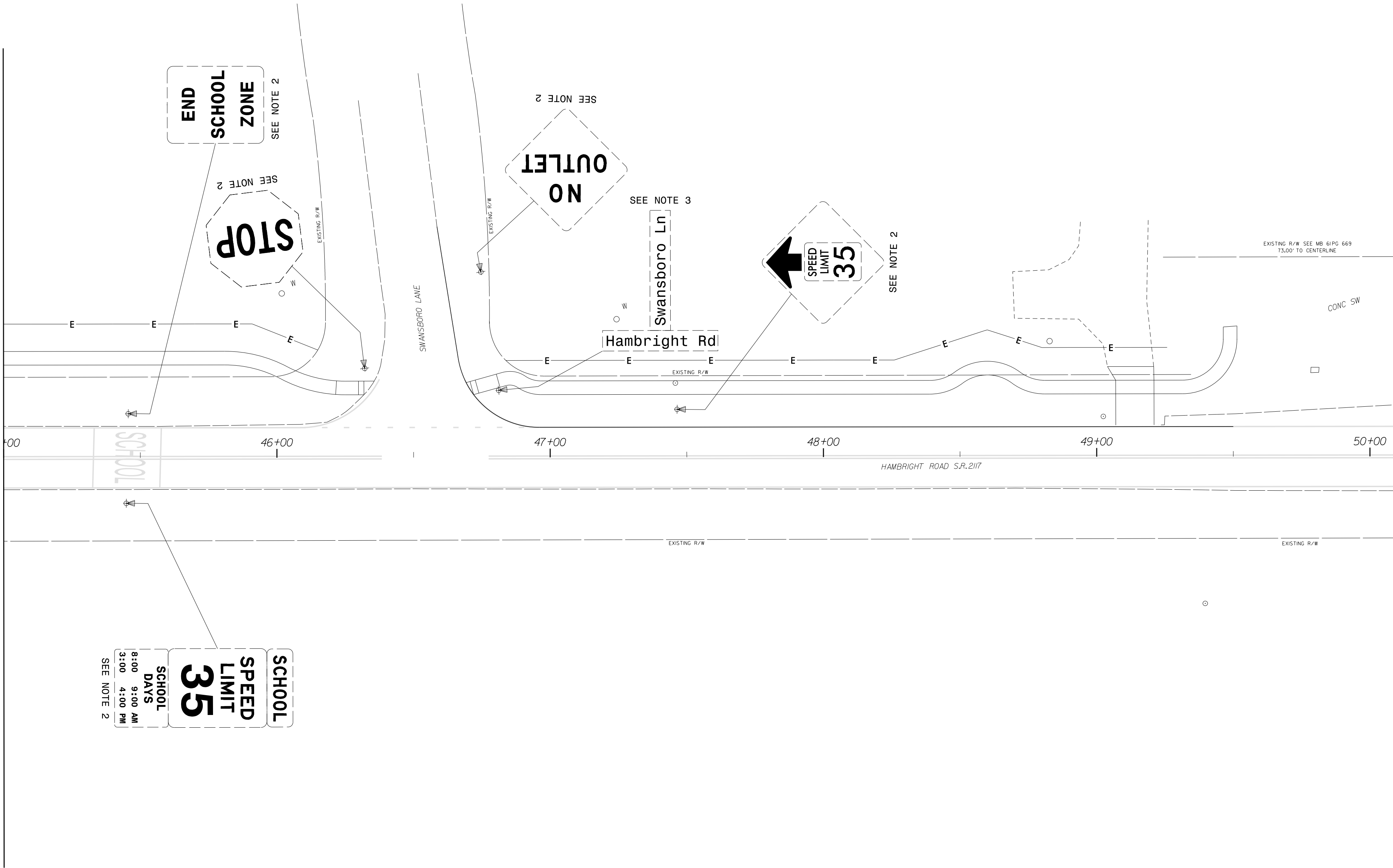
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User:DMHite

NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-11
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

MATCHLINE -L1- STA. 45+00 SEE S&D-10



PROJECT NOTES

- DISPOSAL OF SIGN SYSTEM, U-CHANNEL
- EXISTING SIGN TO REMAIN
- SIGN RELOCATED BY TOWN
- SIGN RELOCATED BY OTHERS

Plans Prepared By:

**DRMP**

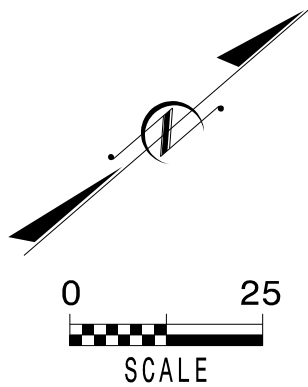
DRMP NC, Inc.
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Cary, NC 27518
NC License No. C-4923 (919) 650-1038

PAVEMENT MARKING
& SIGNING PLANS

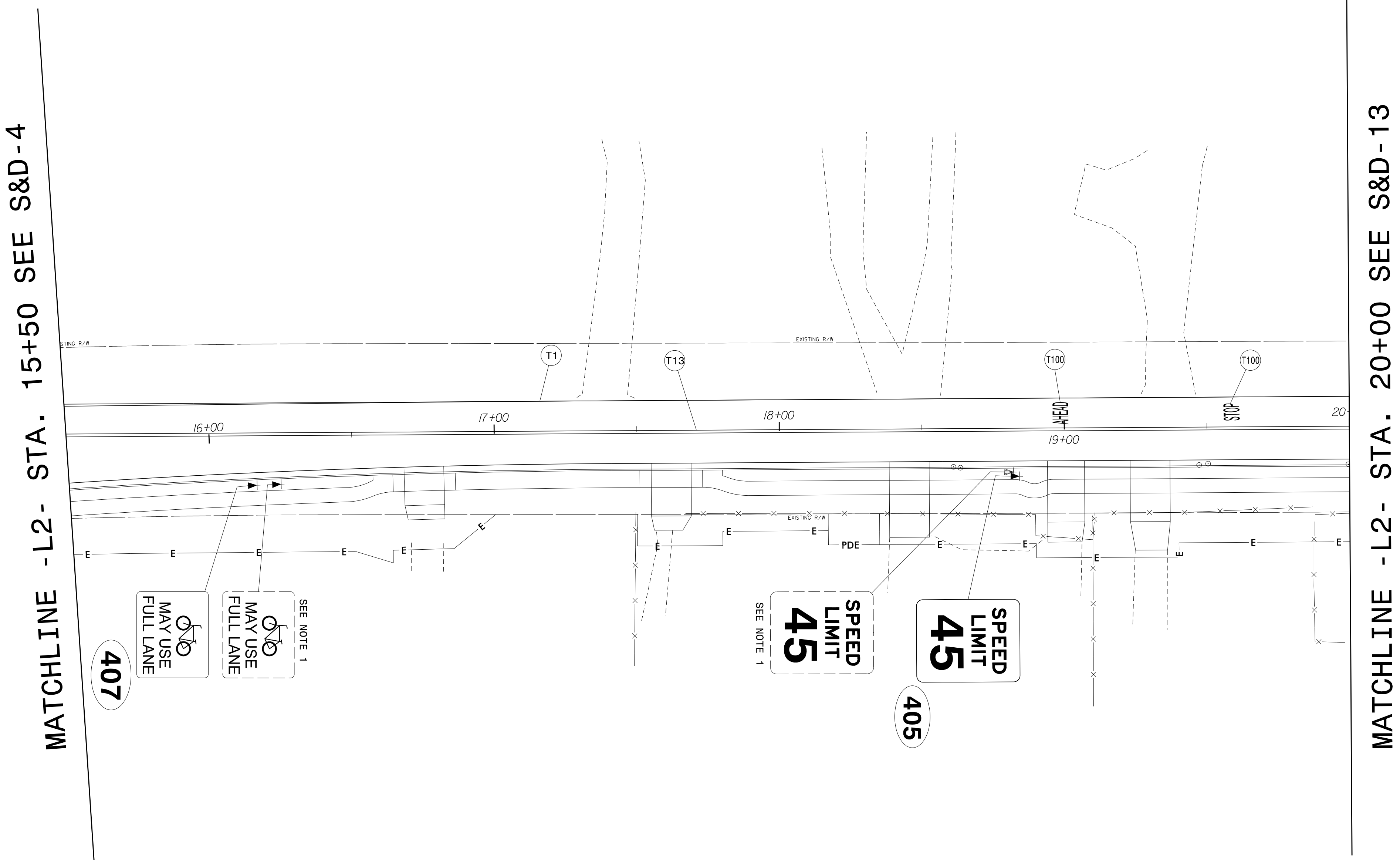
-L1- STA 45+00 TO -L1- STA 50+08.73

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User:DMH
12/8/2023

NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-12
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



THERMOPLASTIC PAVEMENT MARKING SCHEDULE	
SYMBOL	DESCRIPTION
T1	WHITE EDGELINE (4", 90 MIL)
T13	YELLOW DOUBLE CENTER (4", 90 MIL)
T100	ALPHANUMERIC CHAR. (90MIL)

PROJECT NOTES	
1.	DISPOSAL OF SIGN SYSTEM, U-CHANNEL
2.	EXISTING SIGN TO REMAIN
3.	SIGN RELOCATED BY TOWN
4.	SIGN RELOCATED BY OTHERS

Plans Prepared By:

**DRMP**

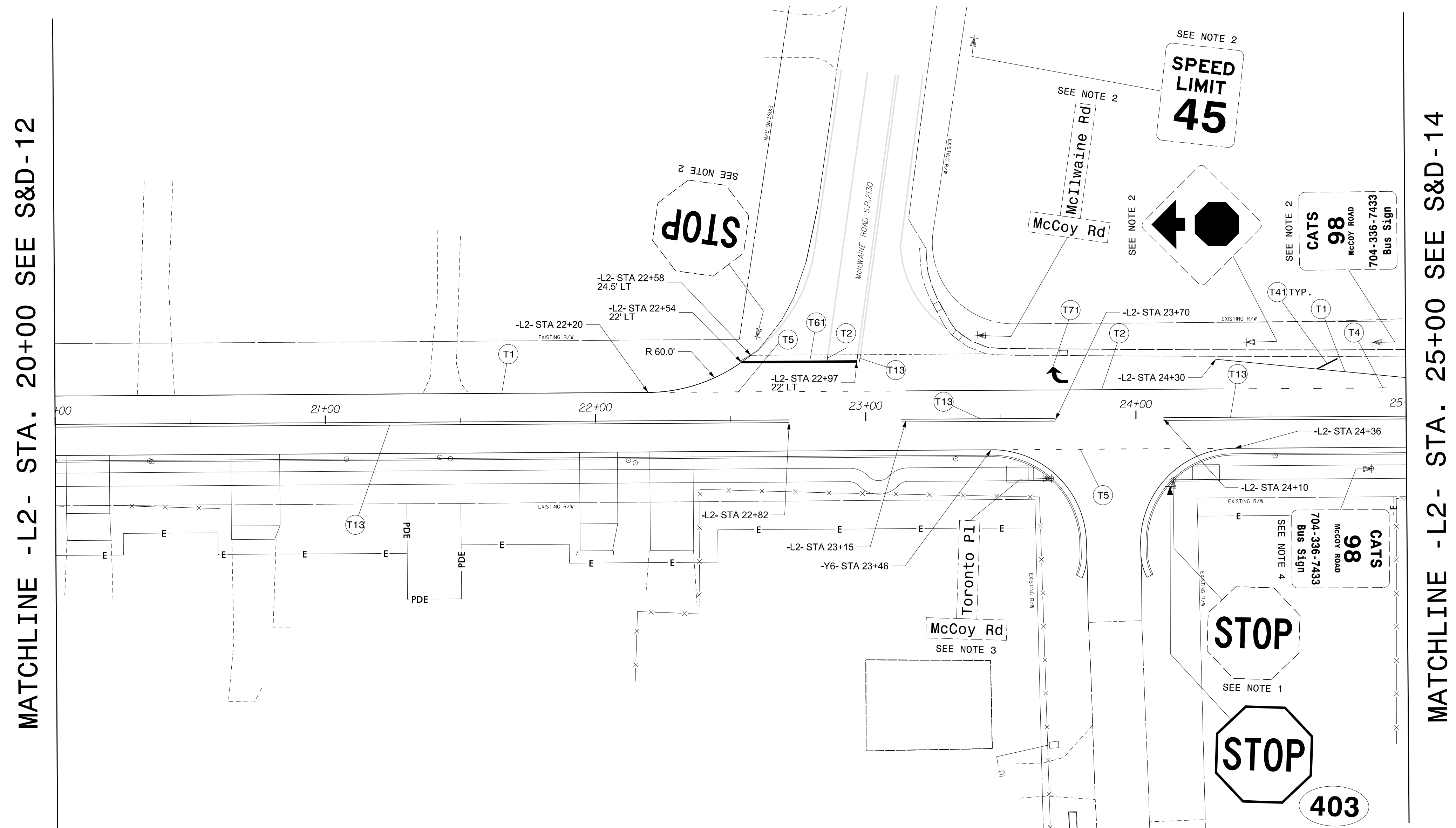
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Cary, NC 27518
NC License No. C-4923 (919) 650-1038

**PAVEMENT MARKING
& SIGNING PLANS**

-L2- STA 15+50 TO -L2- STA 17+00

A compass rose with 'N' at the top, indicating North. Below it is a scale bar with markings at 0 and 25, and the word 'SCALE' underneath.

TIP NO.	SHEET NO.
HGSD	S&D-13
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



SYMBOL	DESCRIPTION
T1	WHITE EDGE LINE (4", 90 MIL)
T2	WHITE SOLID LANE LINE (4", 90 MIL)
T4	3 FT.-9FT./SP WHITE MINISKIP (4", 90 MIL)
T5	2 FT.-6FT./SP WHITE MINISKIP (4", 90 MIL)
T13	YELLOW DOUBLE CENTER (4", 90 MIL)
T41	WHITE DIAGONAL (8", 90 MIL)
T61	WHITE STOPBAR (24", 90 MIL)
T71	RIGHT TURN ARROW (90 MIL)

1. DISPOSAL OF SIGN SYSTEM, U-CHANNEL
2. EXISTING SIGN TO REMAIN
3. SIGN RELOCATED BY TOWN
4. SIGN RELOCATED BY OTHERS

 **DRMP**

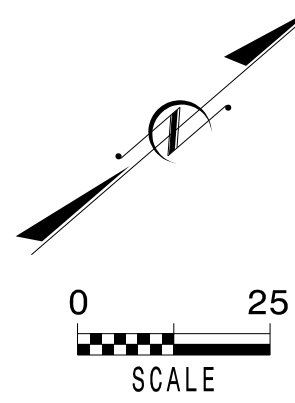
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-L2- STA 20+00 TO -L2- STA 25+00

2/8/2023
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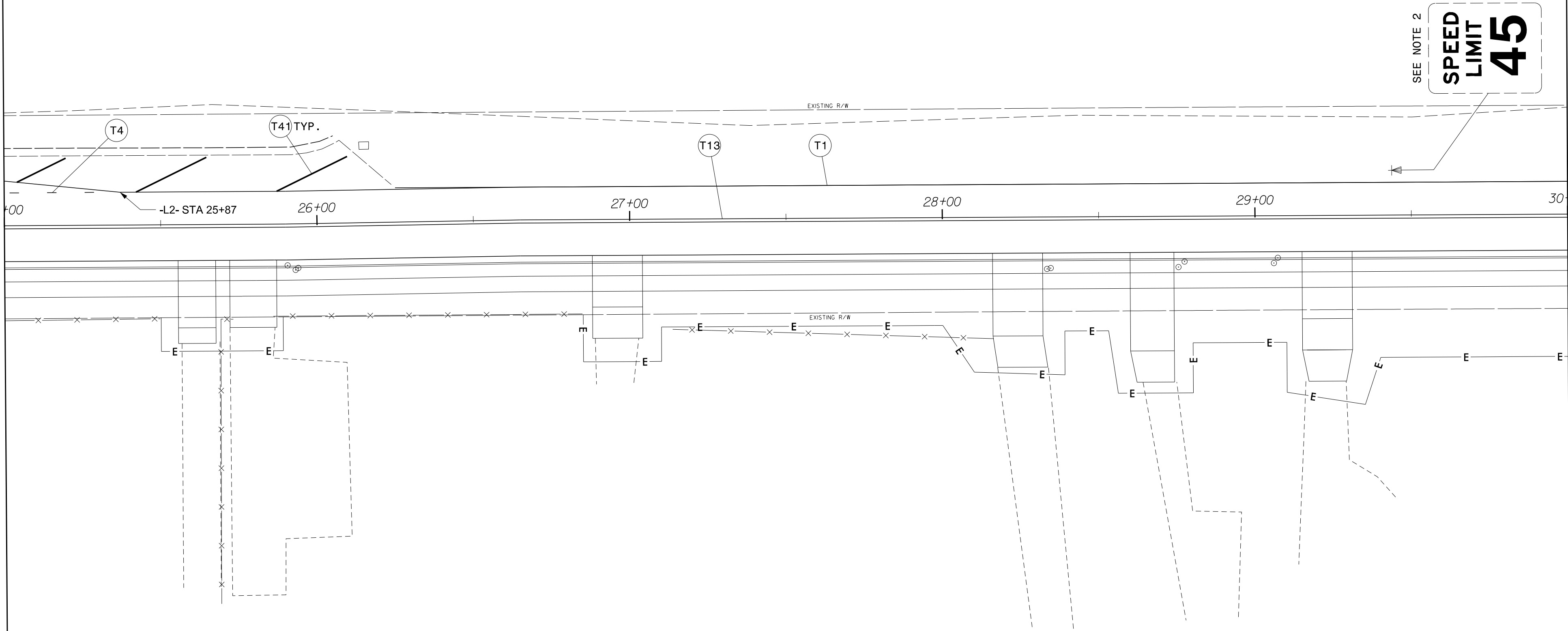
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User:DMHite

NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-14
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

MATCHLINE -L2- STA. 25+00 SEE S&D-13



MATCHLINE -L2- STA. 30+00 SEE S&D-15

THERMOPLASTIC PAVEMENT MARKING SCHEDULE

SYMBOL	DESCRIPTION
T1	WHITE EDGELINE (4", 90 MIL)
T4	3 FT.-9FT./SP WHITE MINISKIP (4", 90 MIL)
T13	YELLOW DOUBLE CENTER (4", 90 MIL)
T41	WHITE DIAGONAL (8", 90 MIL)

PROJECT NOTES

- DISPOSAL OF SIGN SYSTEM, U-CHANNEL
- EXISTING SIGN TO REMAIN
- SIGN RELOCATED BY TOWN
- SIGN RELOCATED BY OTHERS

Plans Prepared By:

**DRMP**

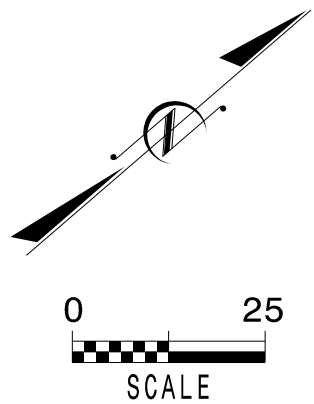
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NC License No. C-4923 (919) 650-1038

**PAVEMENT MARKING
& SIGNING PLANS**

-L2- STA 25+00 TO -L2- STA 30+00

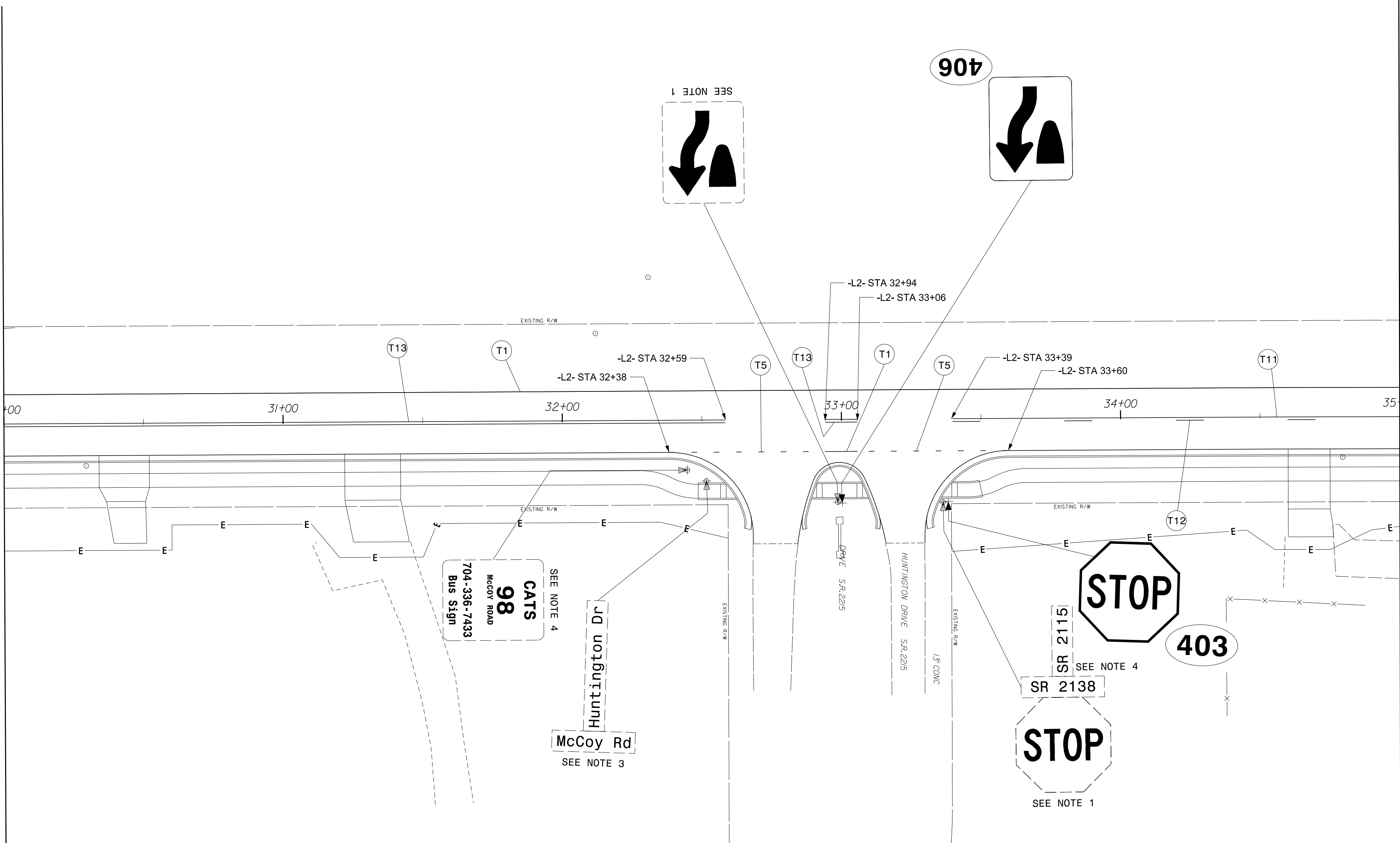
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NOTE: ALL LANE WIDTHS ARE 11' UNLESS OTHERWISE SHOWN.



TIP NO.	SHEET NO.
HGSD	S&D-15
APPROVED: _____	
DATE: _____	
SEAL	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

MATCHLINE -L2- STA. 30+00 SEE S&D-14



MATCHLINE -L2- STA. 35+00 SEE S&D-16

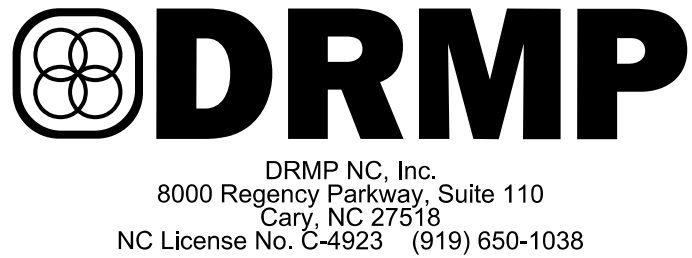
THERMOPLASTIC PAVEMENT MARKING SCHEDULE

SYMBOL	DESCRIPTION
T1	WHITE EDGELINE (4", 90 MIL)
T5	2 FT.-6FT./SP WHITE MINISKIP (4", 90 MIL)
T11	YELLOW SIGNLE CENTER (4", 90 MIL)
T12	10 FT. YELLOW SKIP (4", 90 MIL)
T13	YELLOW DOUBLE CENTER (4", 90 MIL)

PROJECT NOTES

- DISPOSAL OF SIGN SYSTEM, U-CHANNEL
- EXISTING SIGN TO REMAIN
- SIGN RELOCATED BY TOWN
- SIGN RELOCATED BY OTHERS

Plans Prepared By:



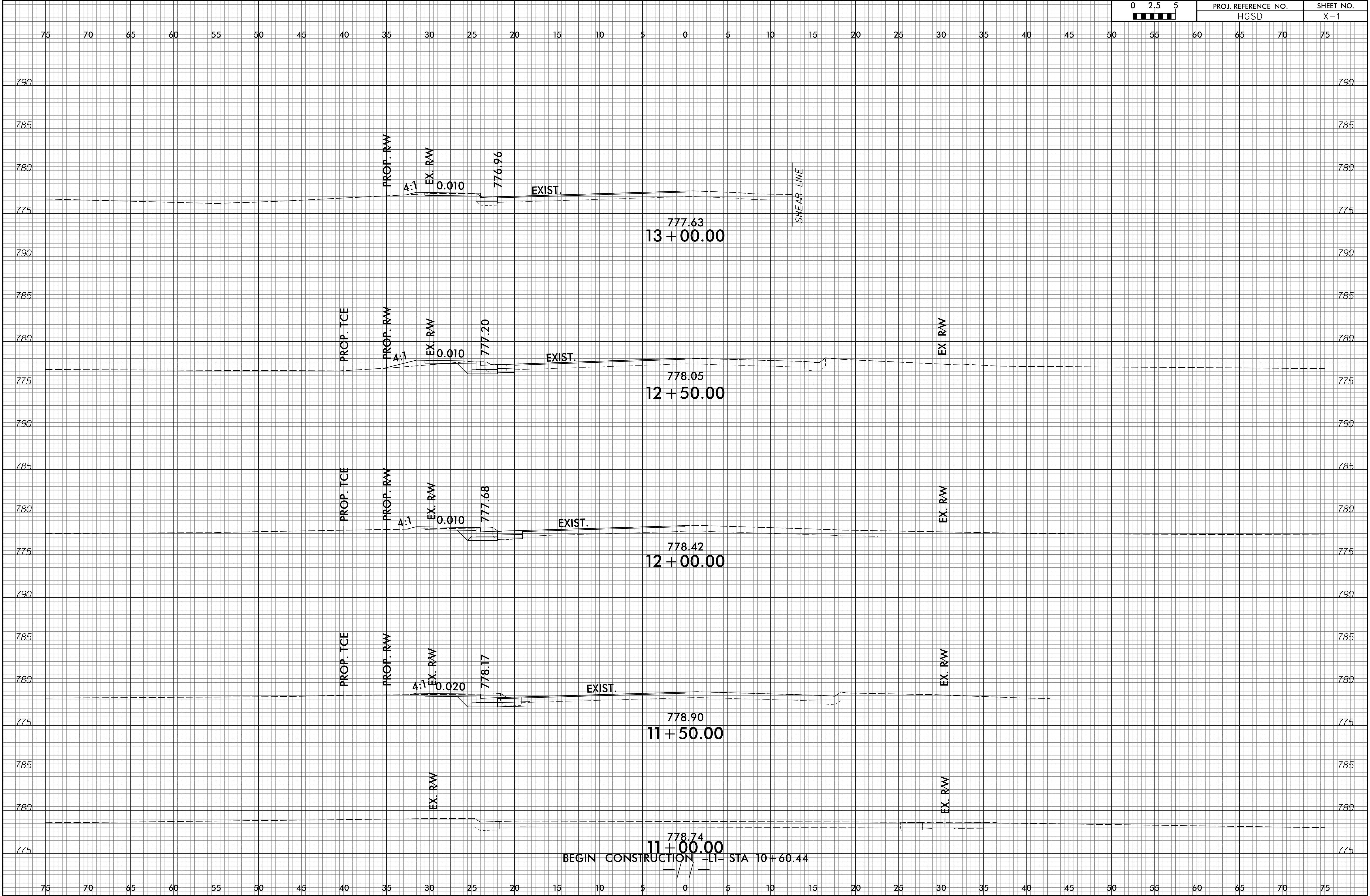
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PAVEMENT MARKING & SIGNING PLANS

-L2- STA 30+00 TO -L2- STA 35+00

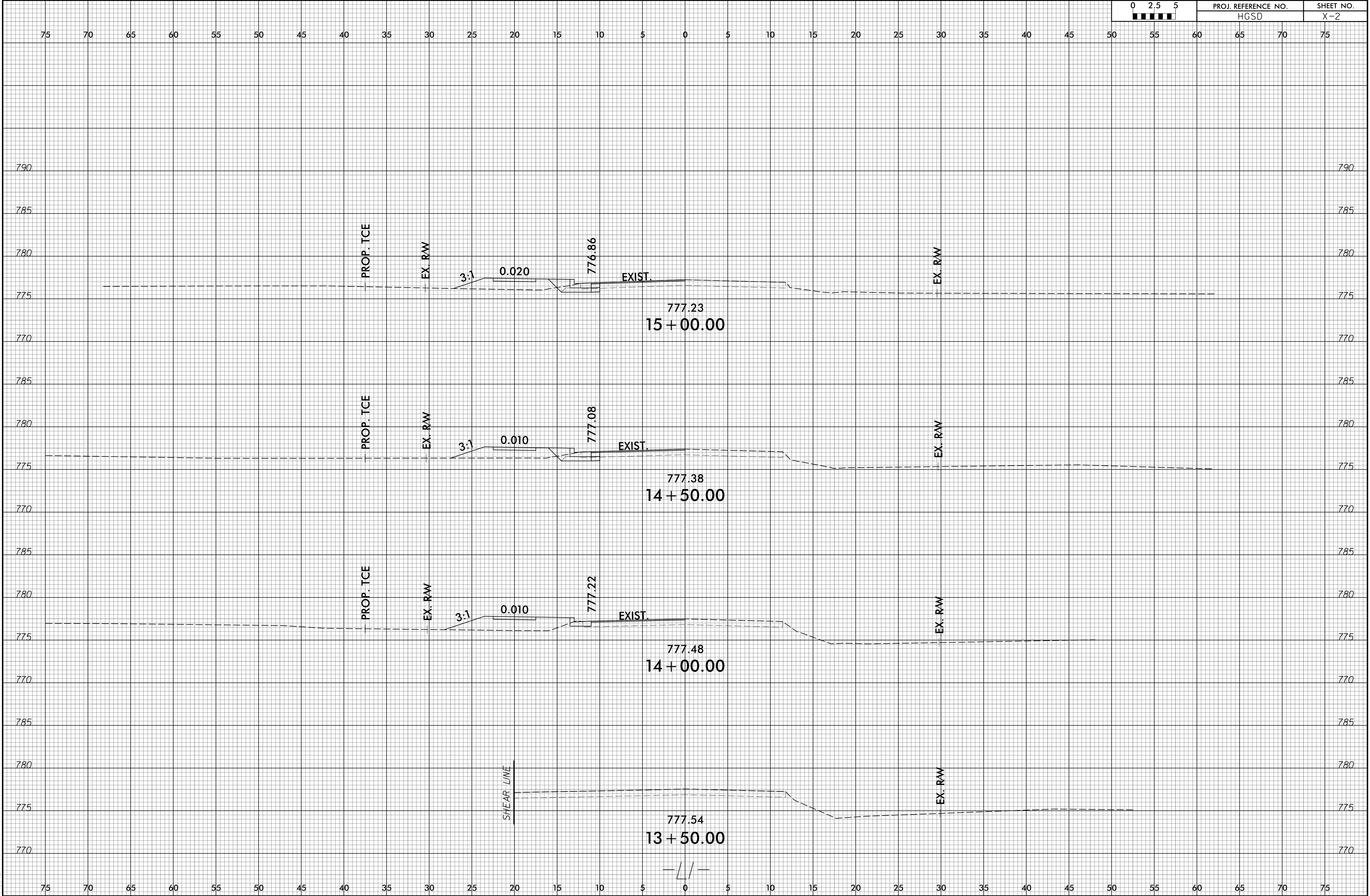
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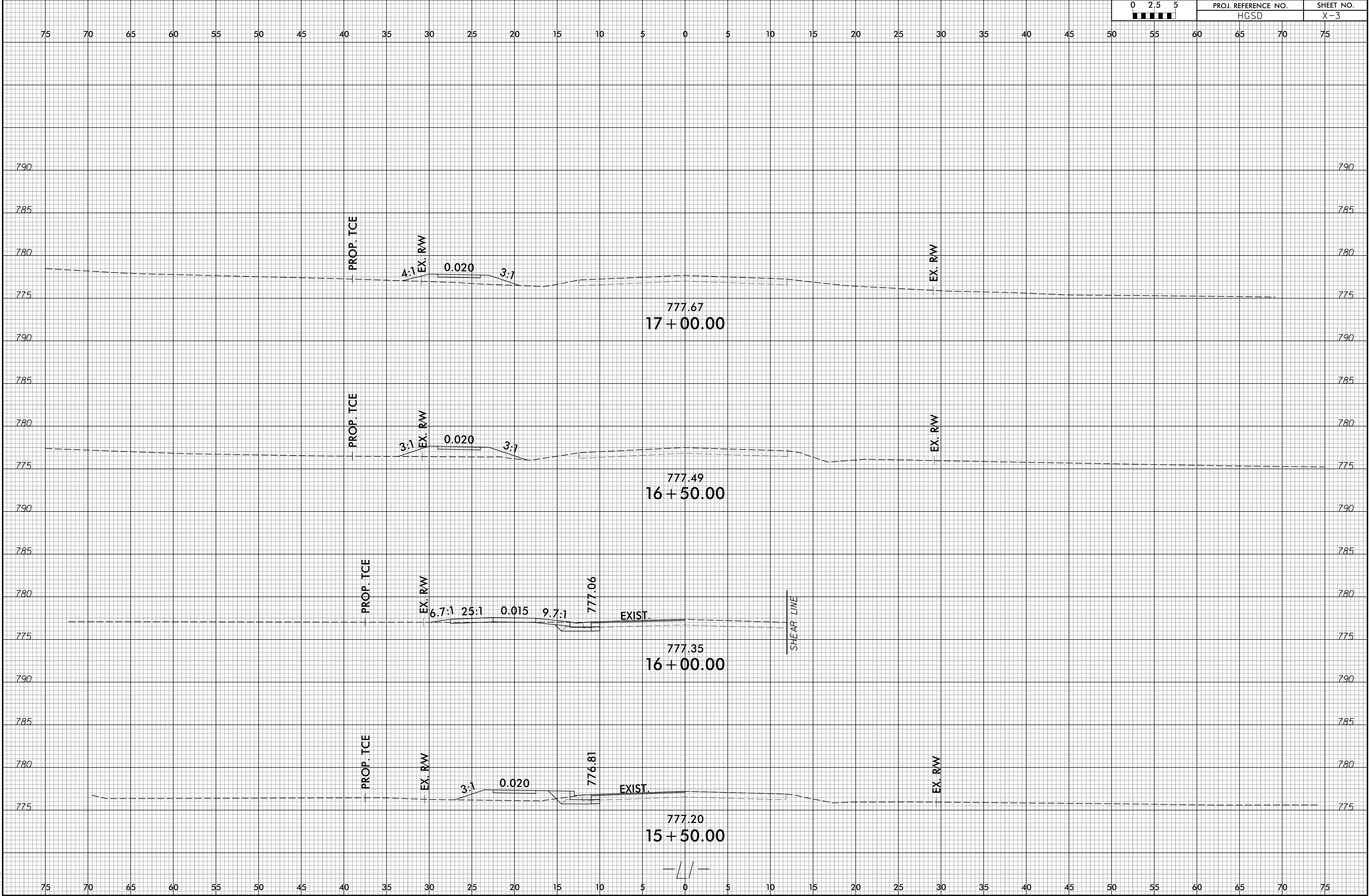
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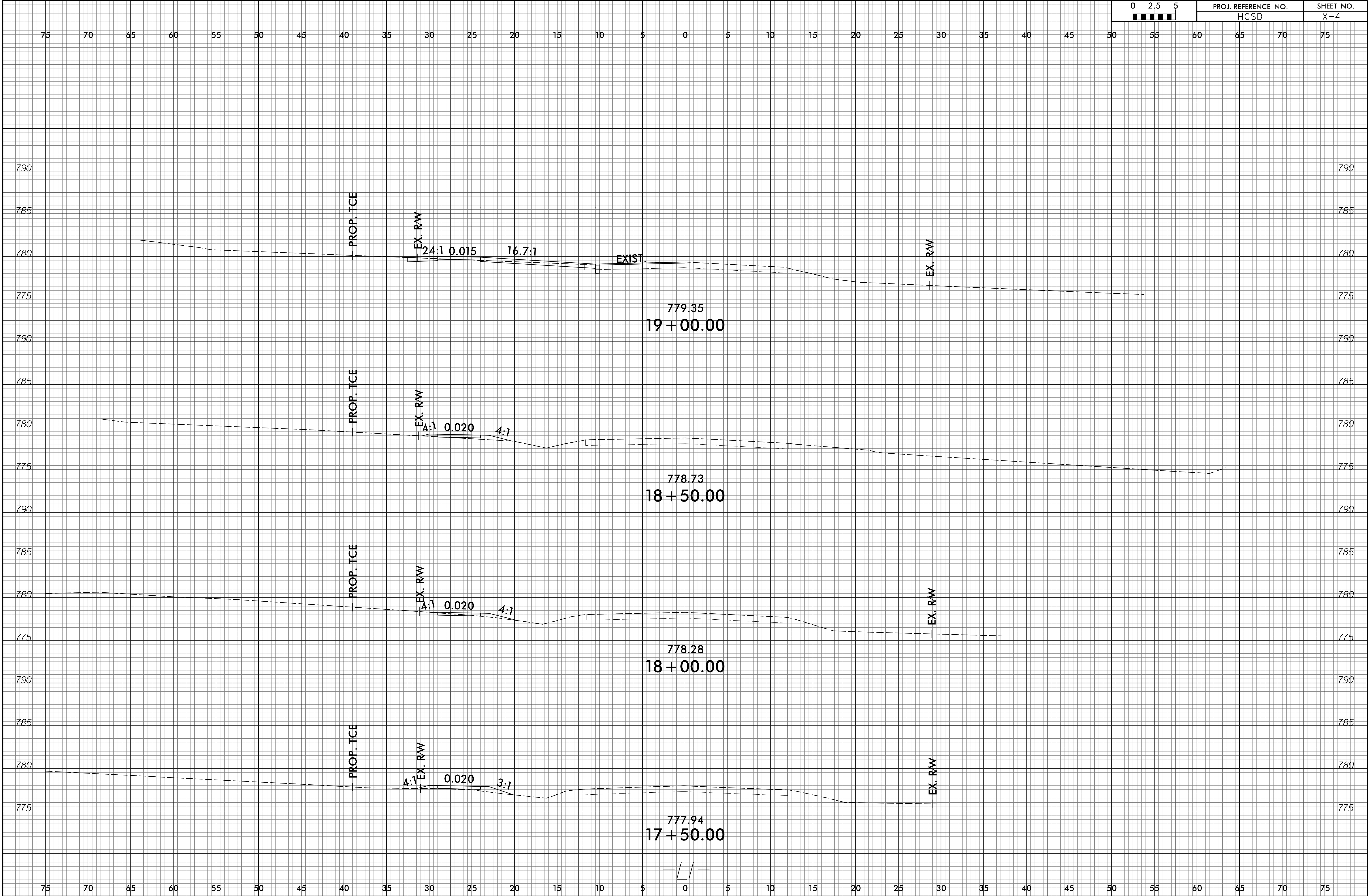
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6/23/16

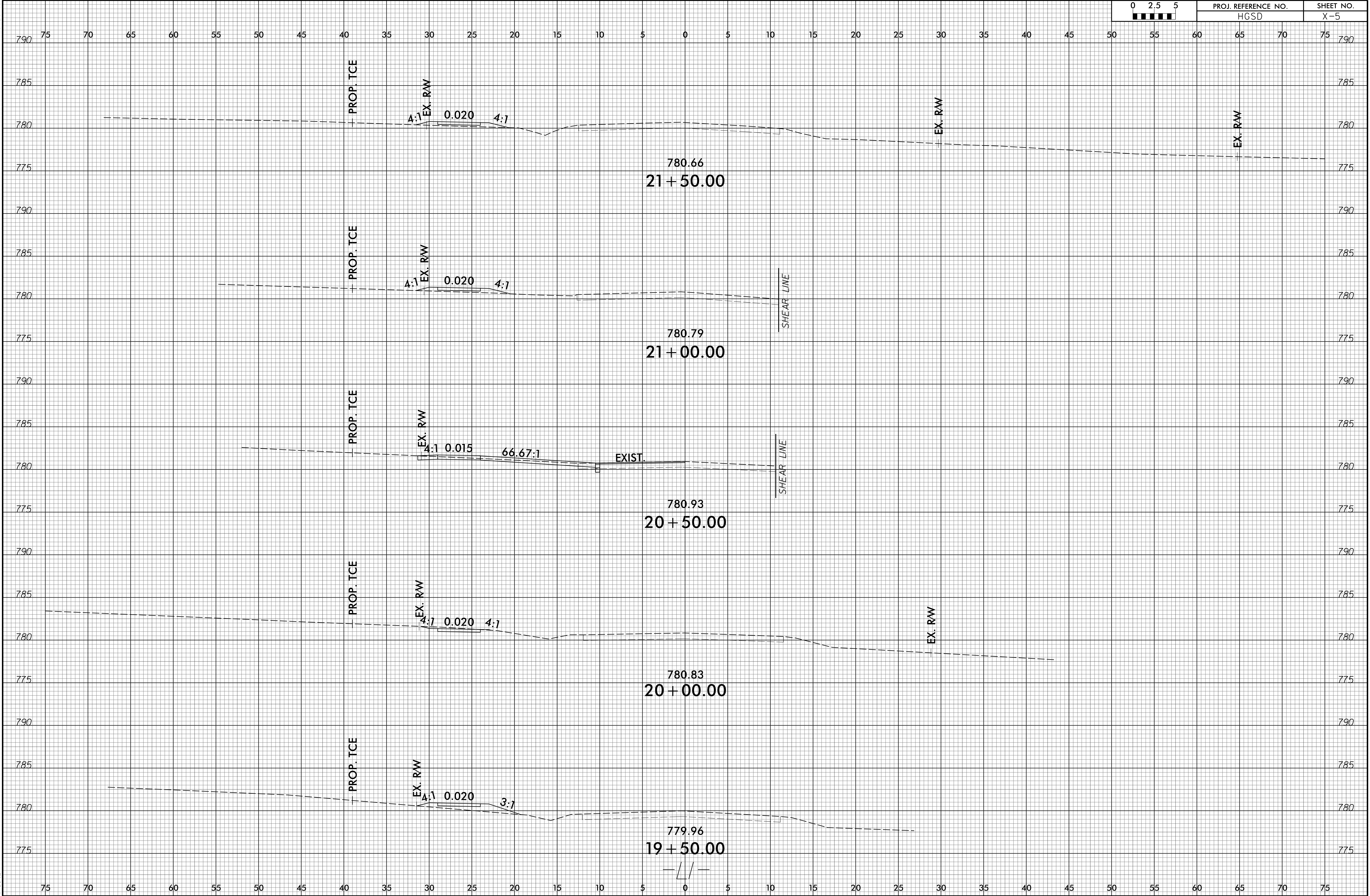
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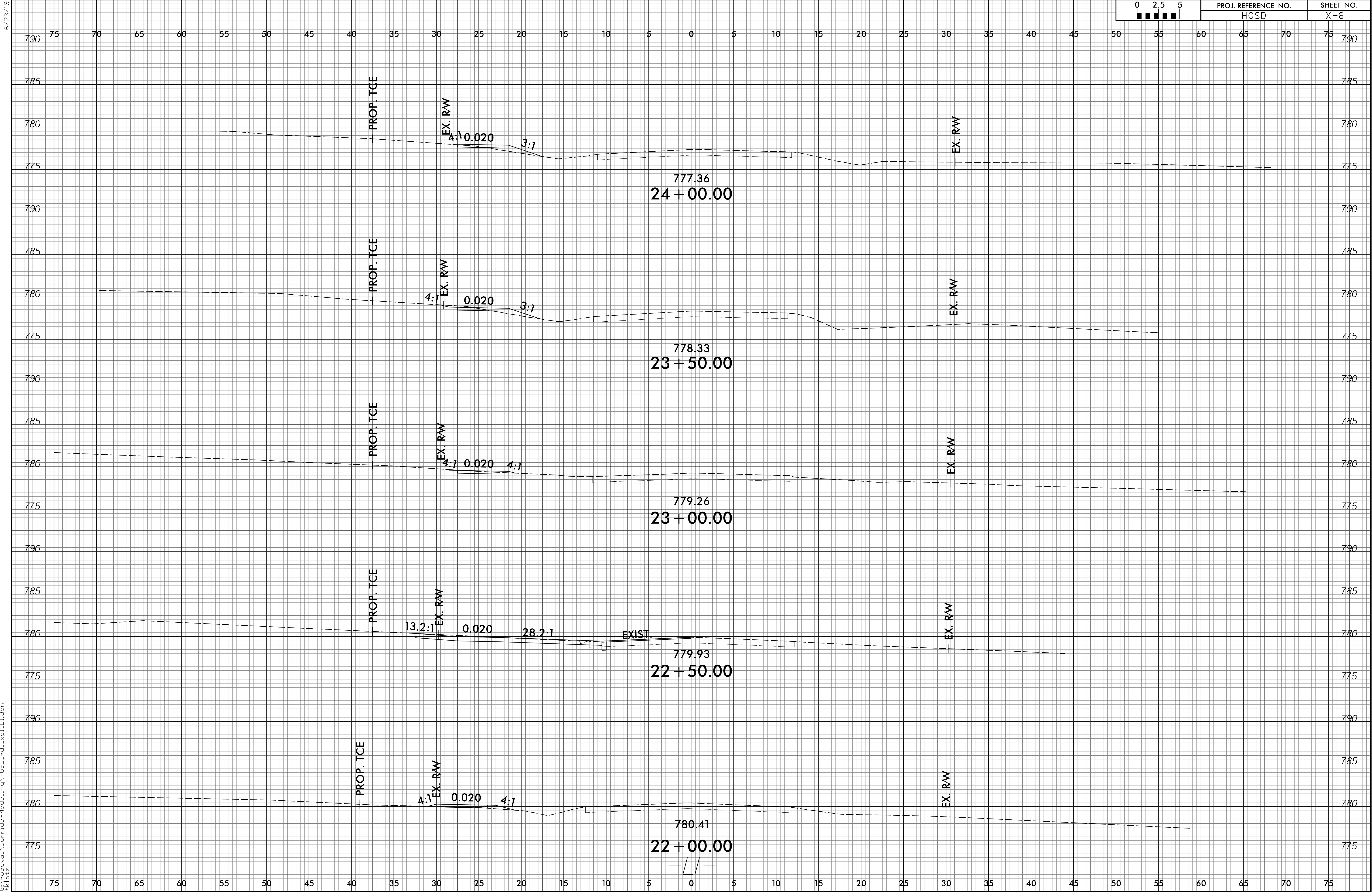


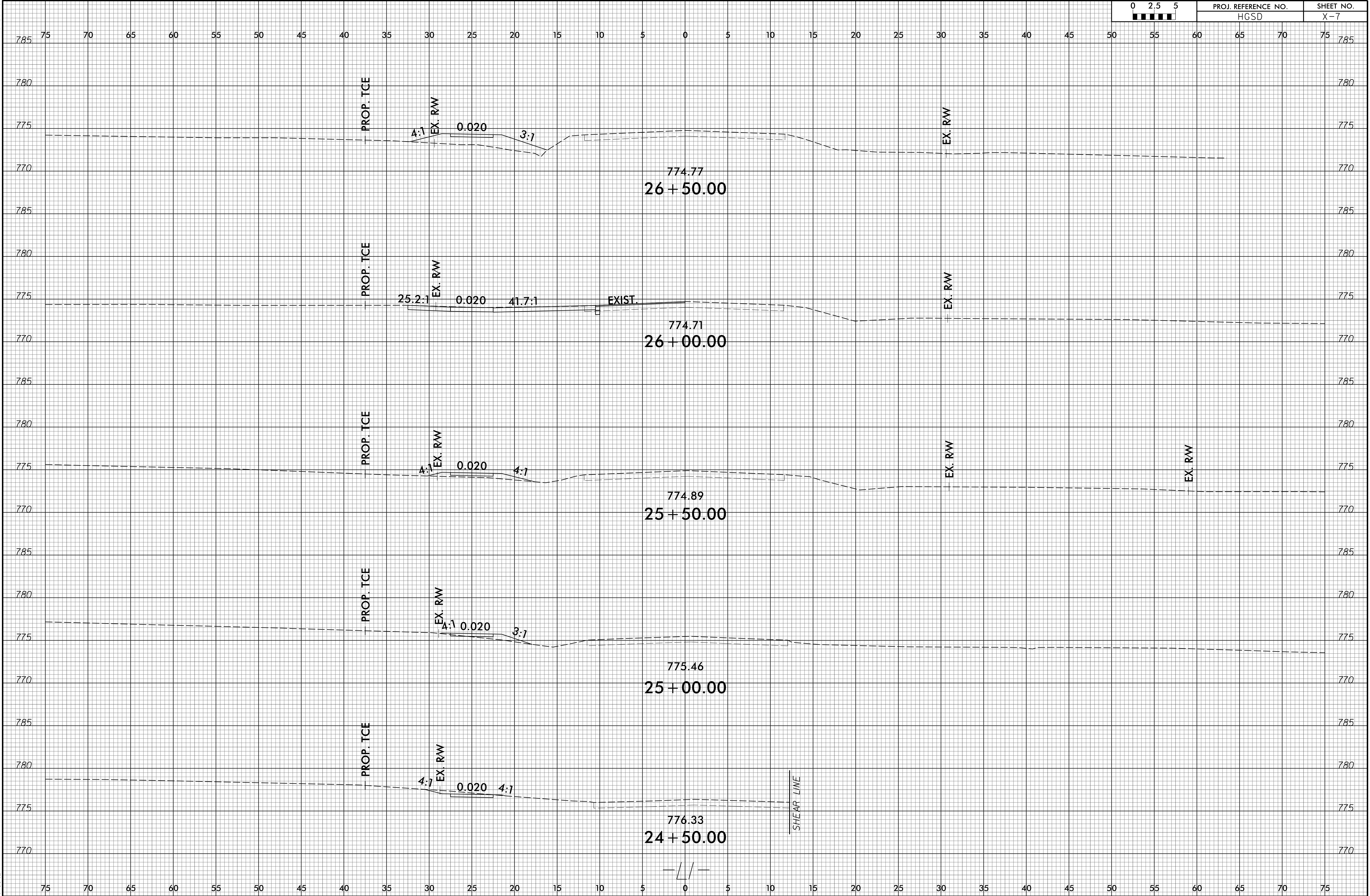
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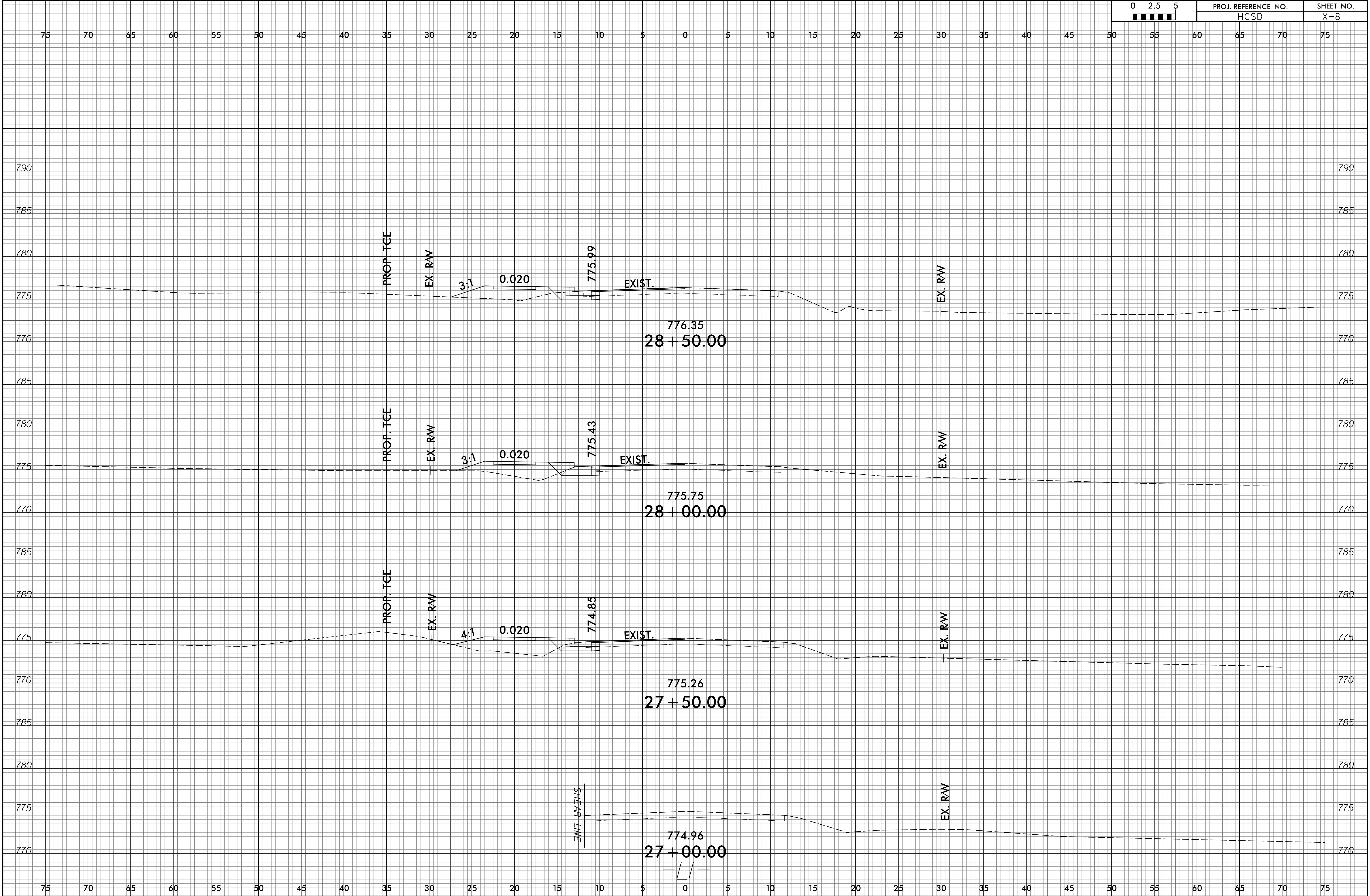
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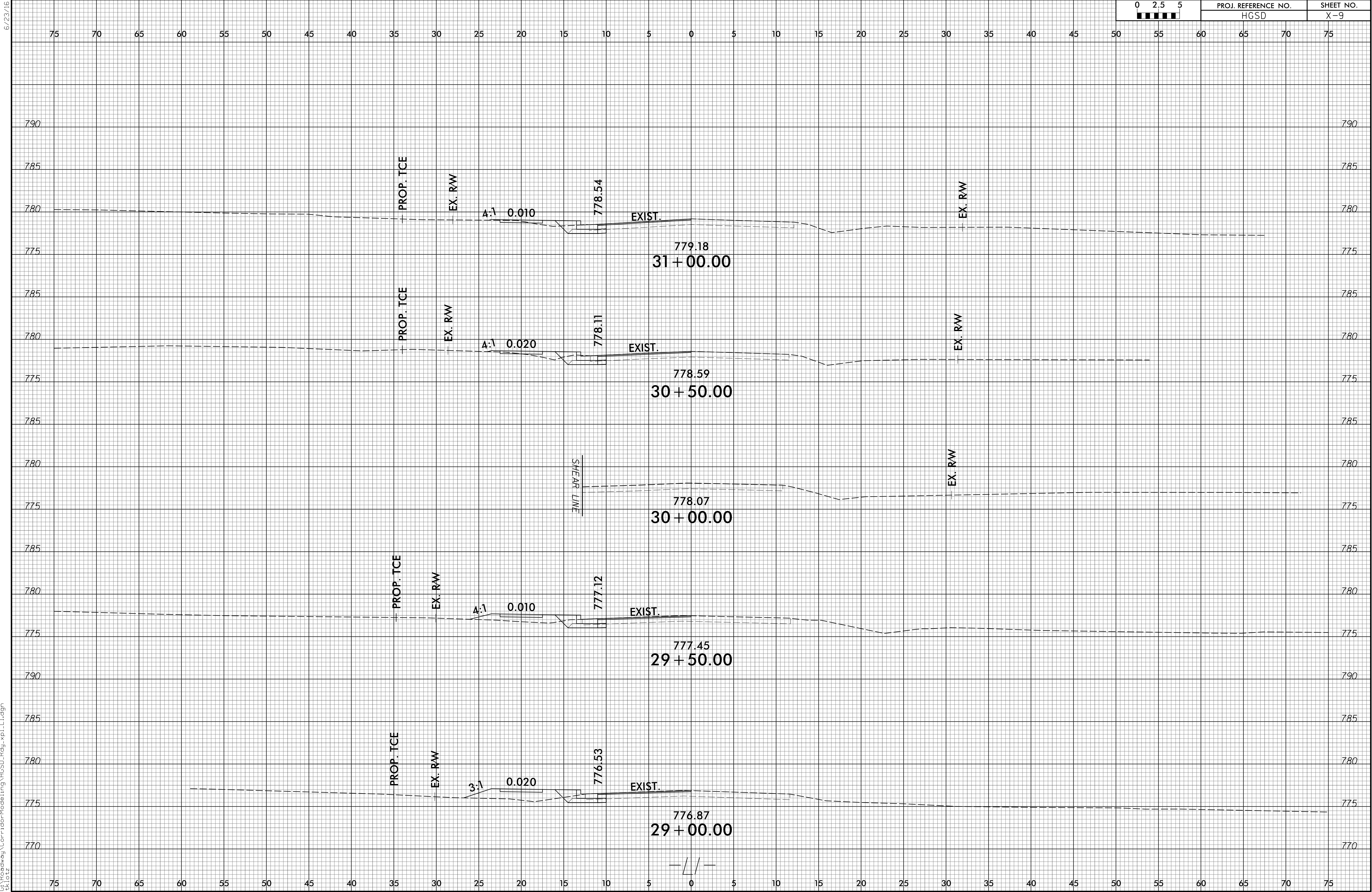


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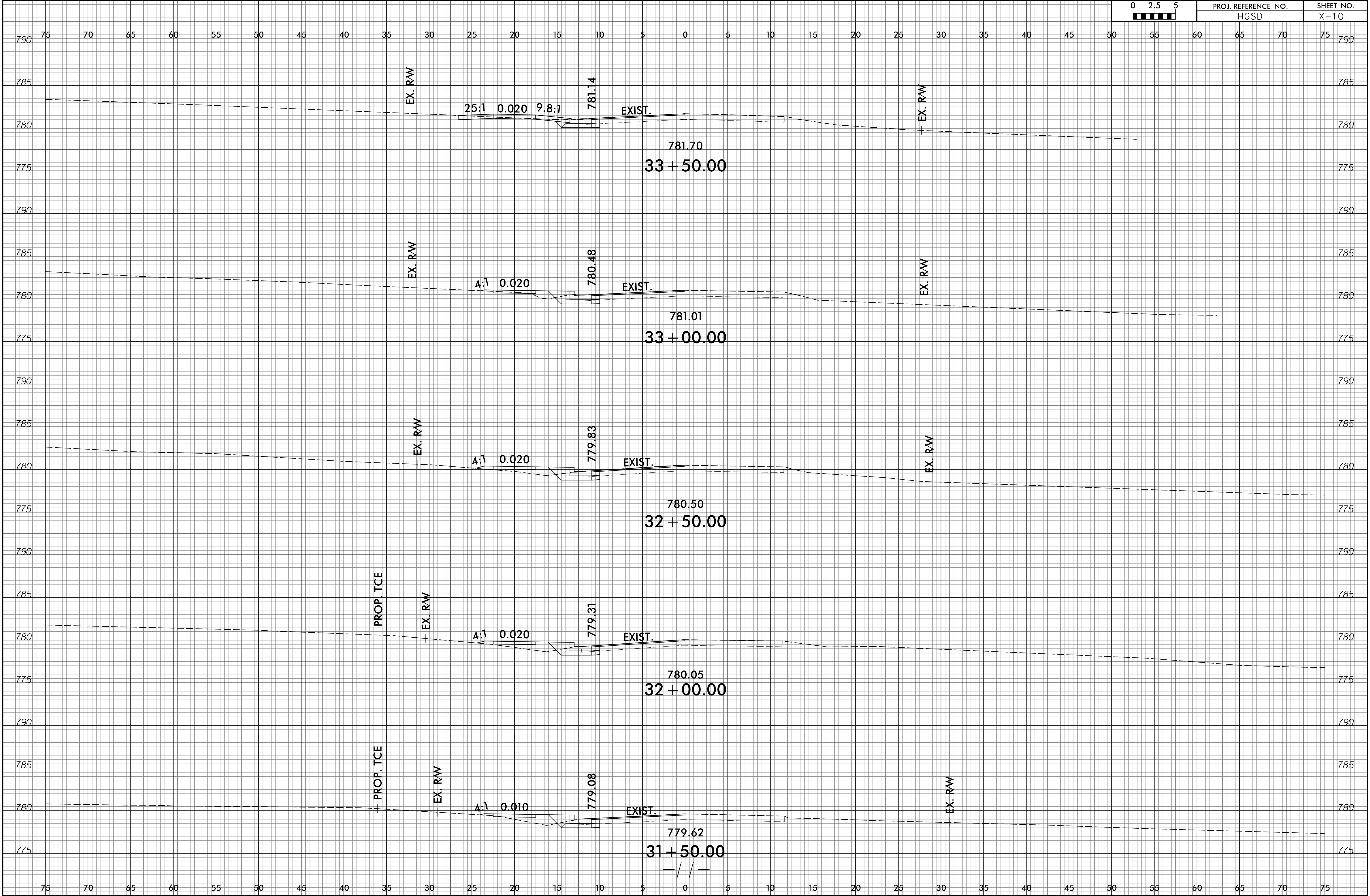


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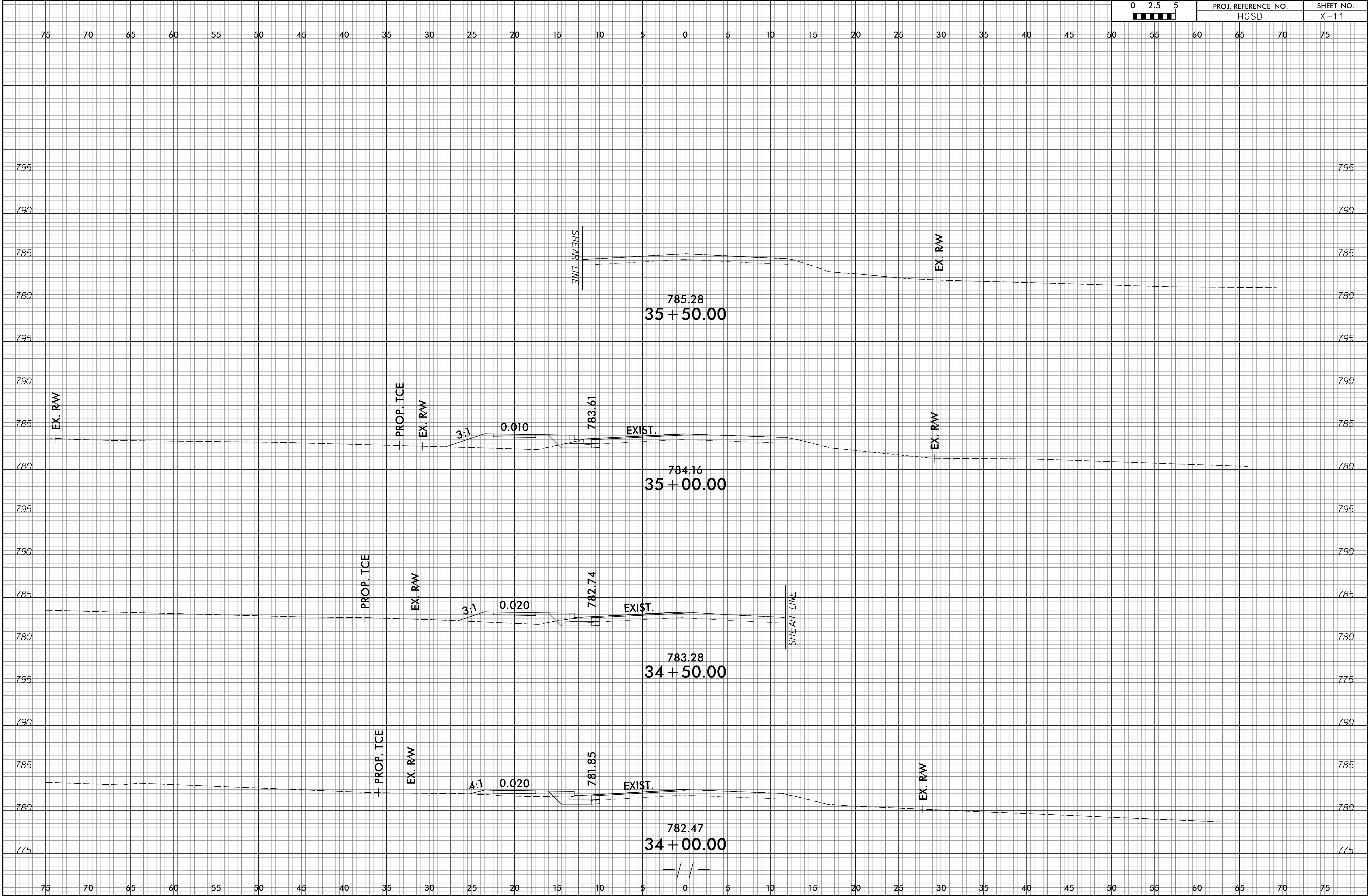
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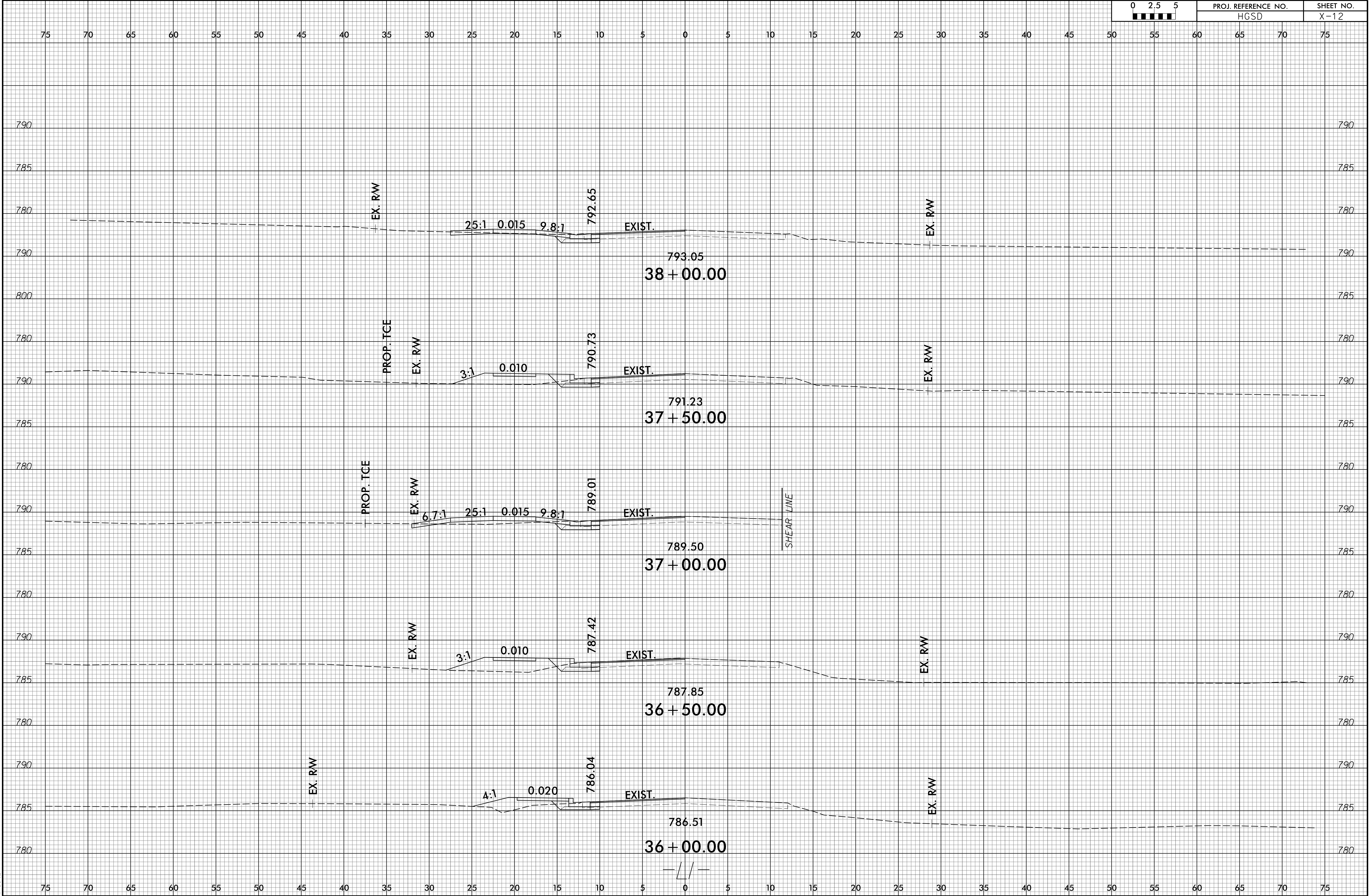
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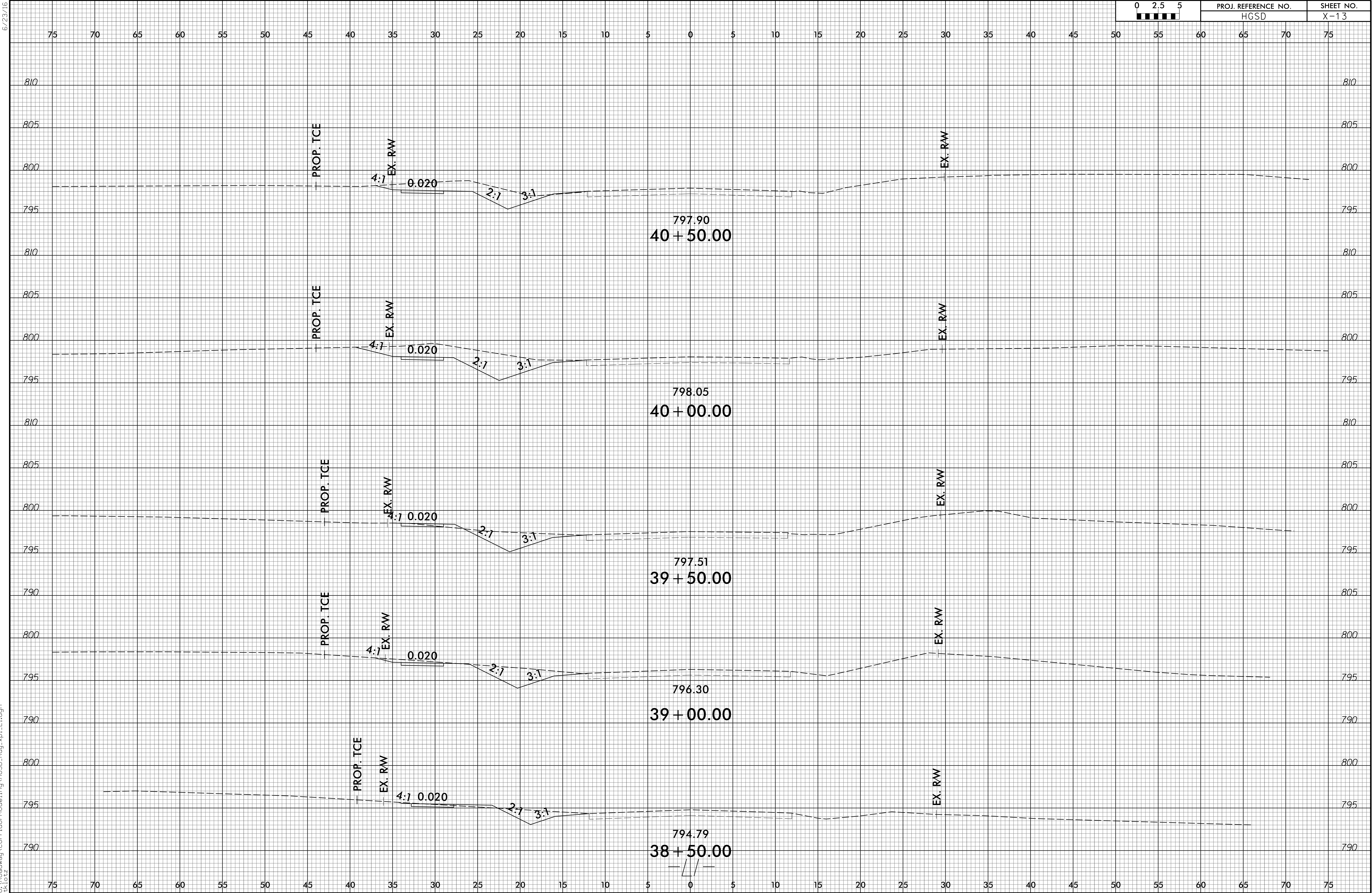
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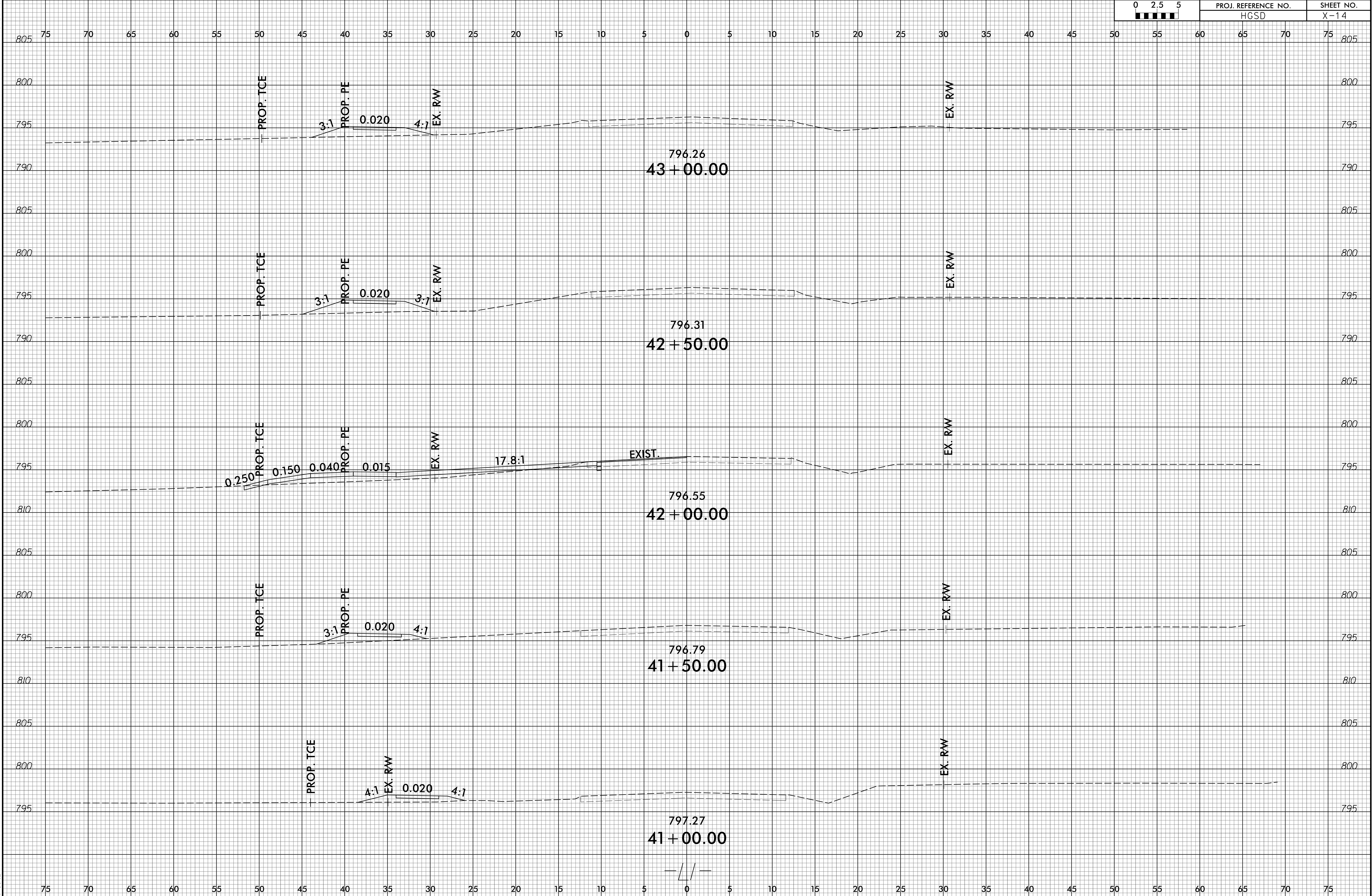
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	HGSD	X-12

6/23/16



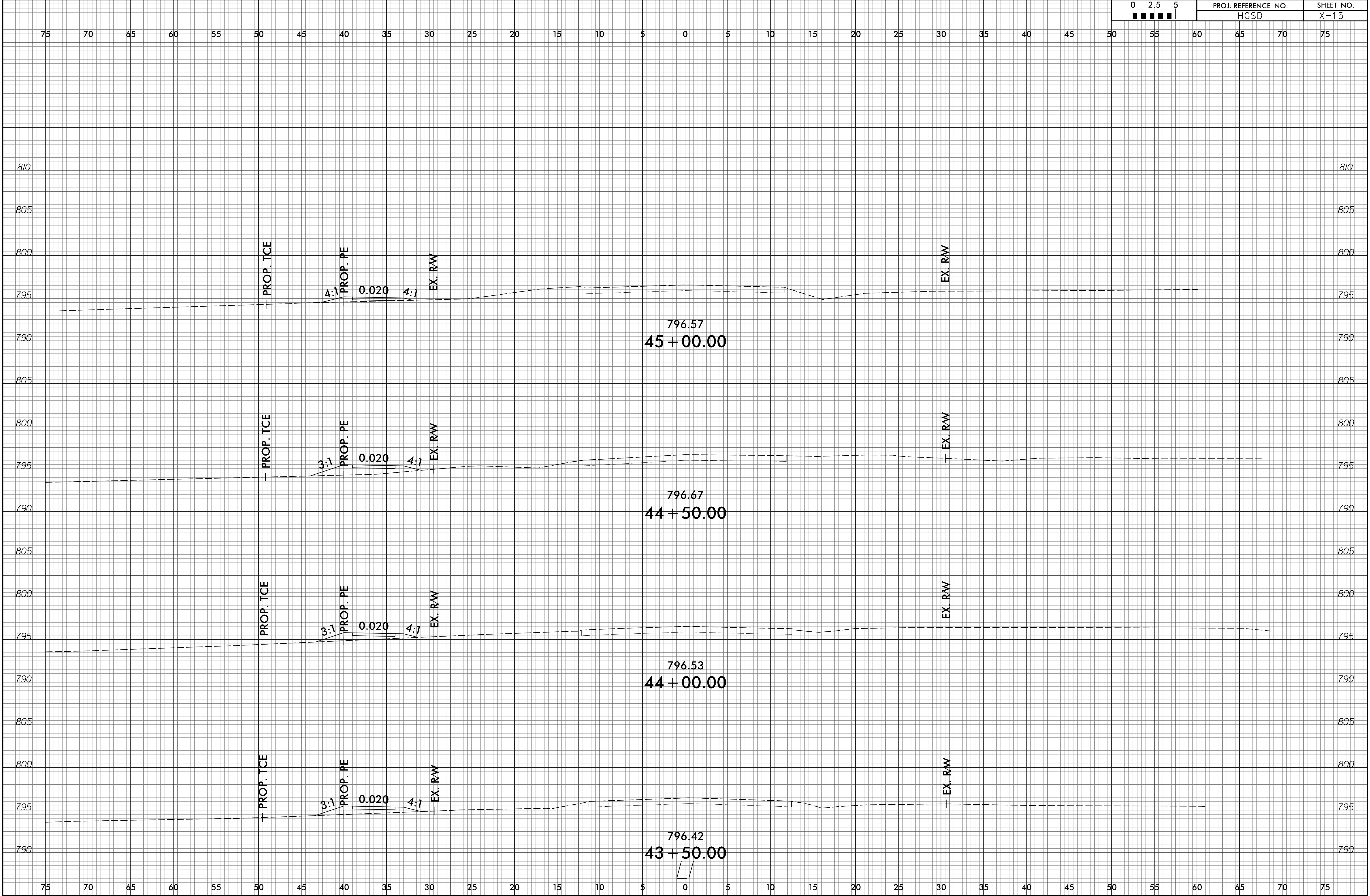
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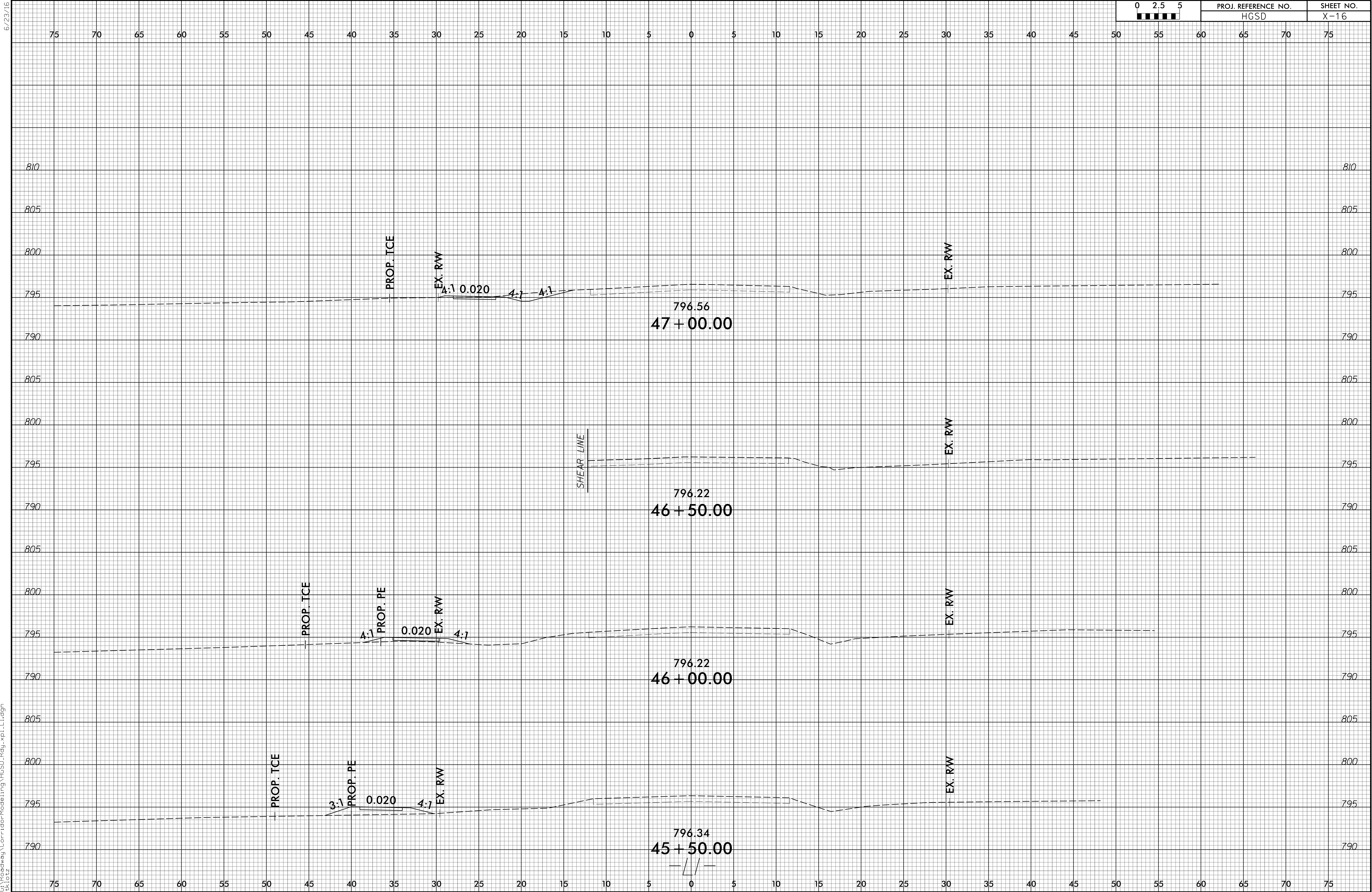


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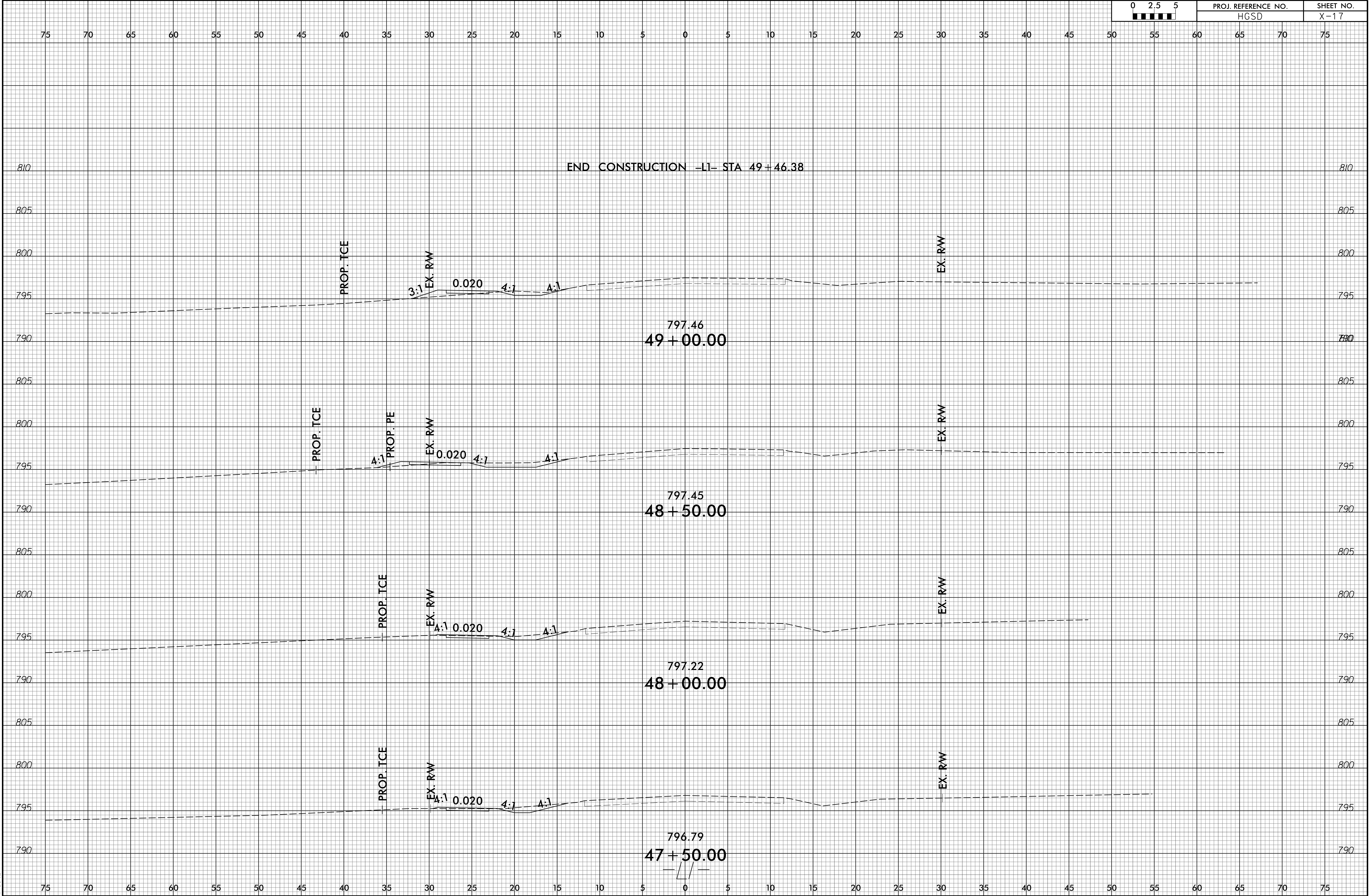


6/23/16



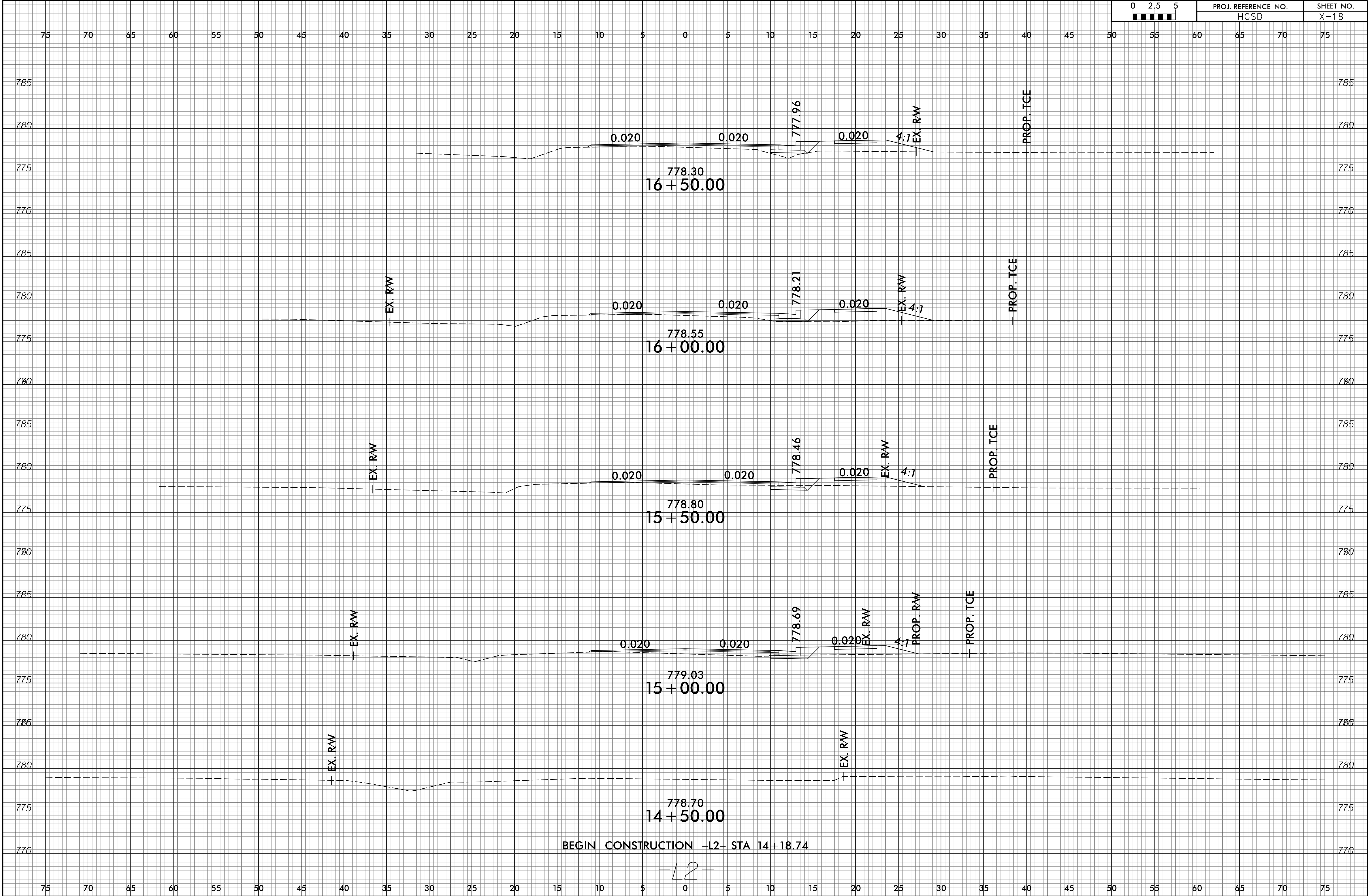
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I2/8/2023
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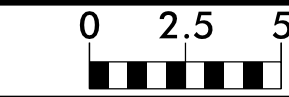
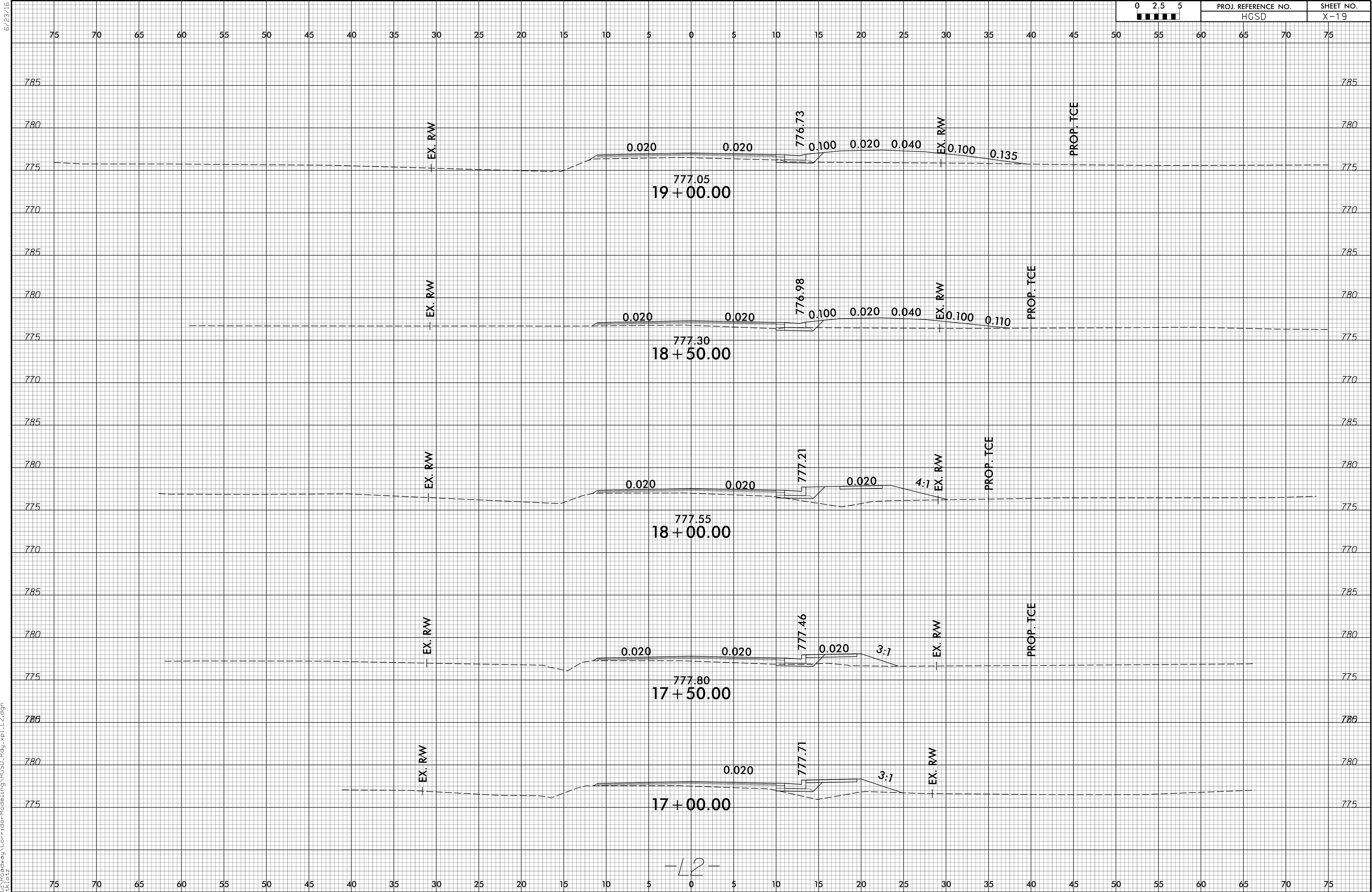
6/23/16

12/8/2023
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klotz



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	HGSD	X-18

6/23/16

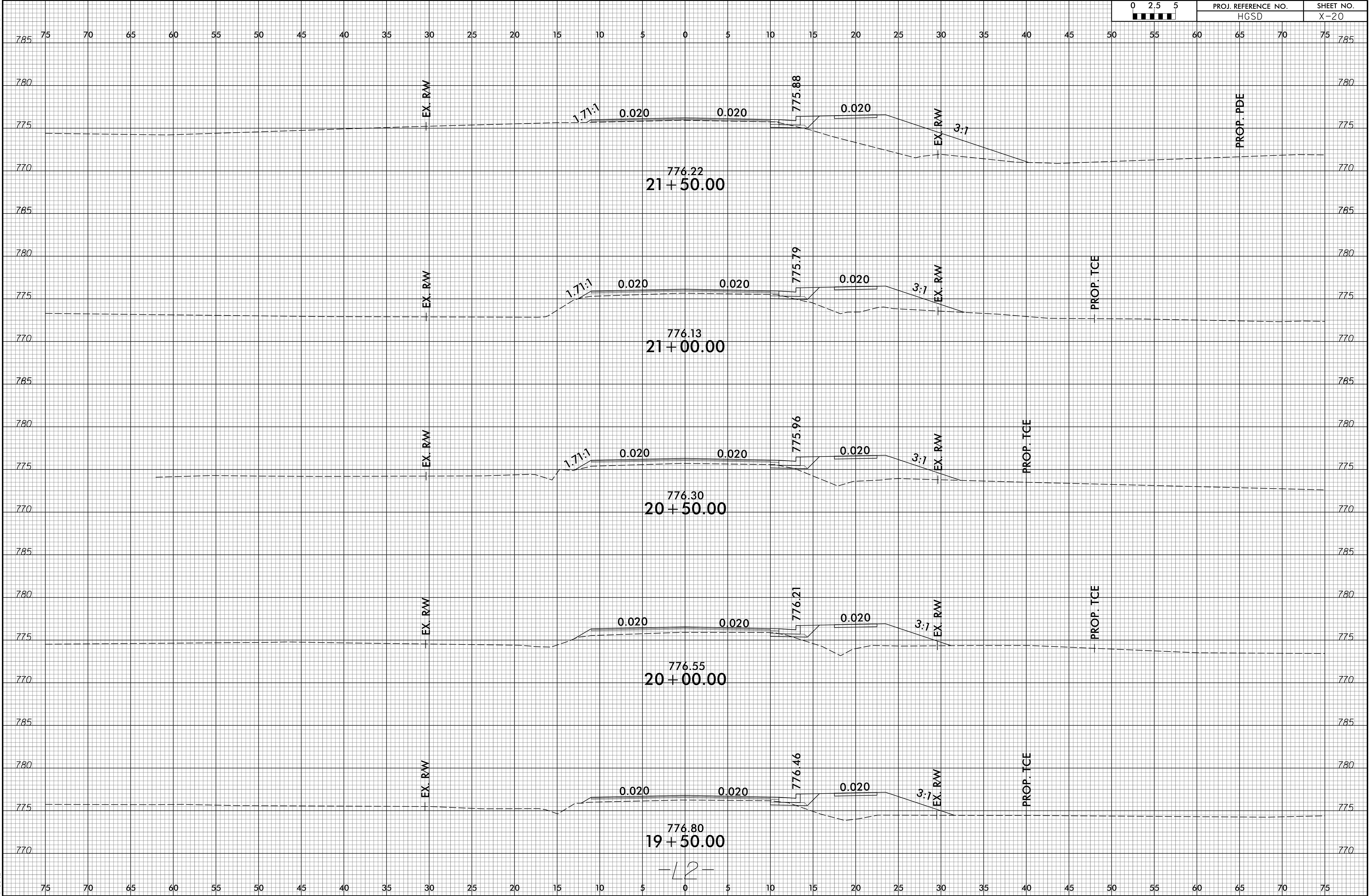


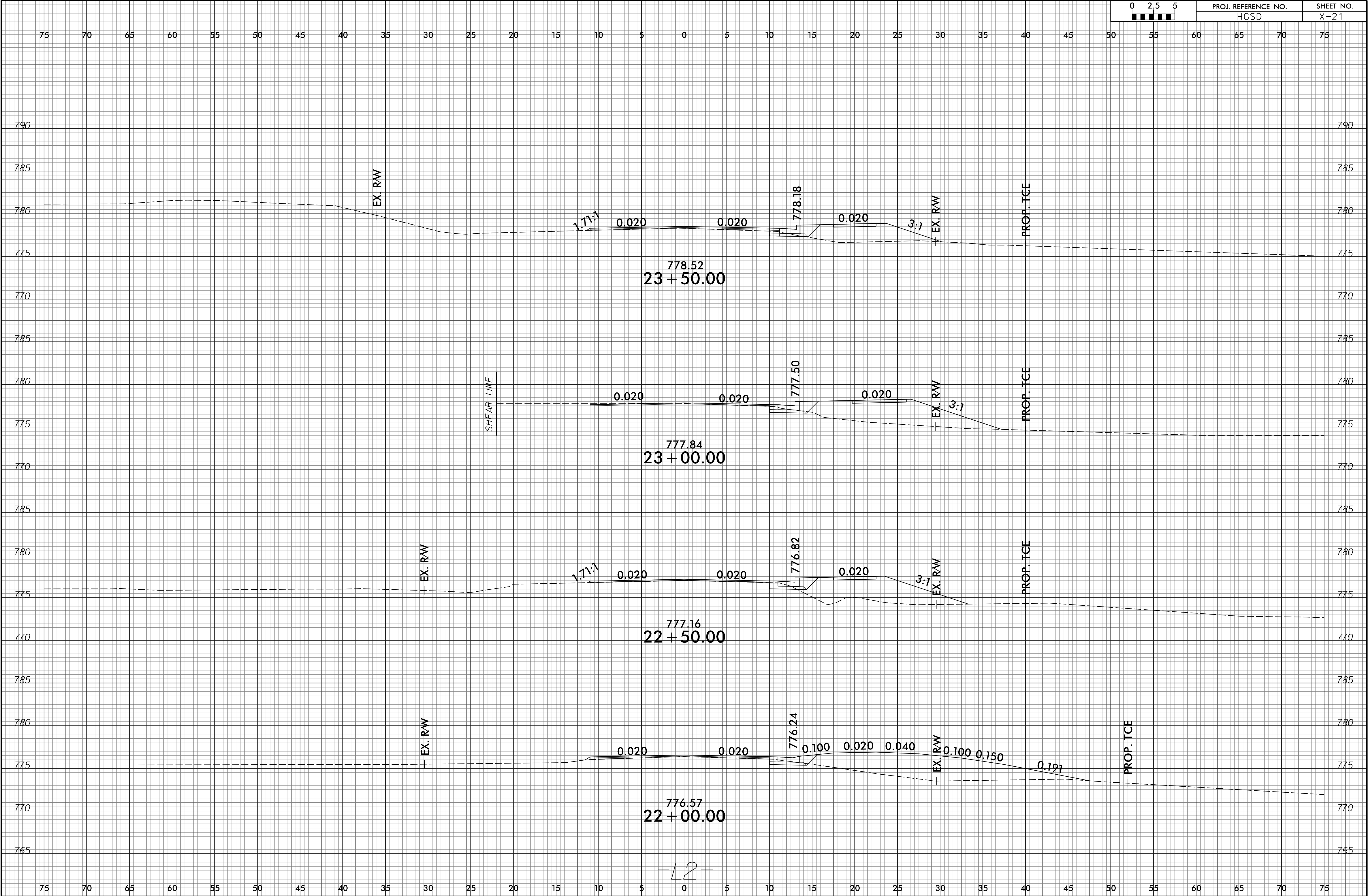
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HGSD

SHEET NO.
X-19

6/23/16

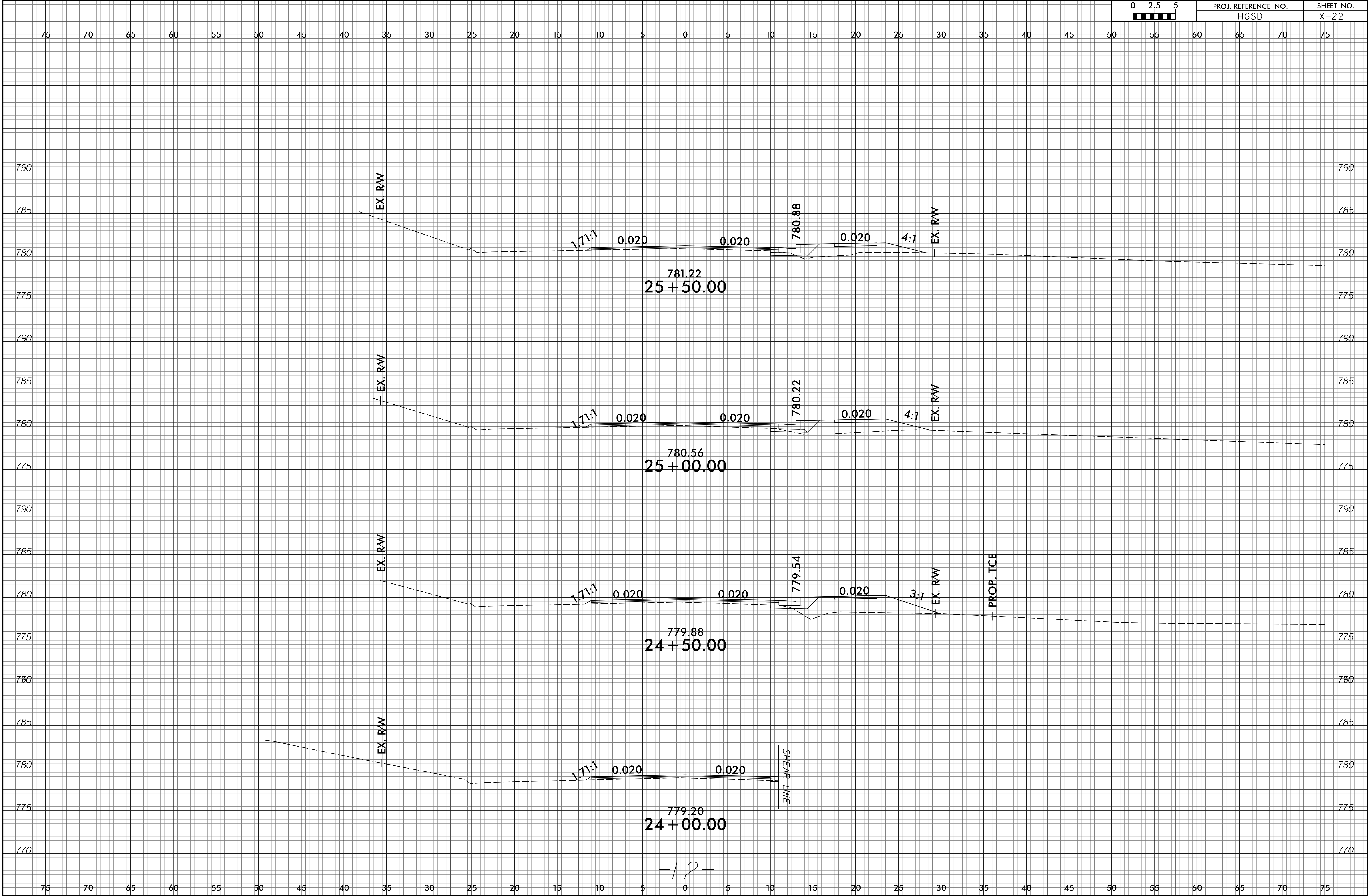
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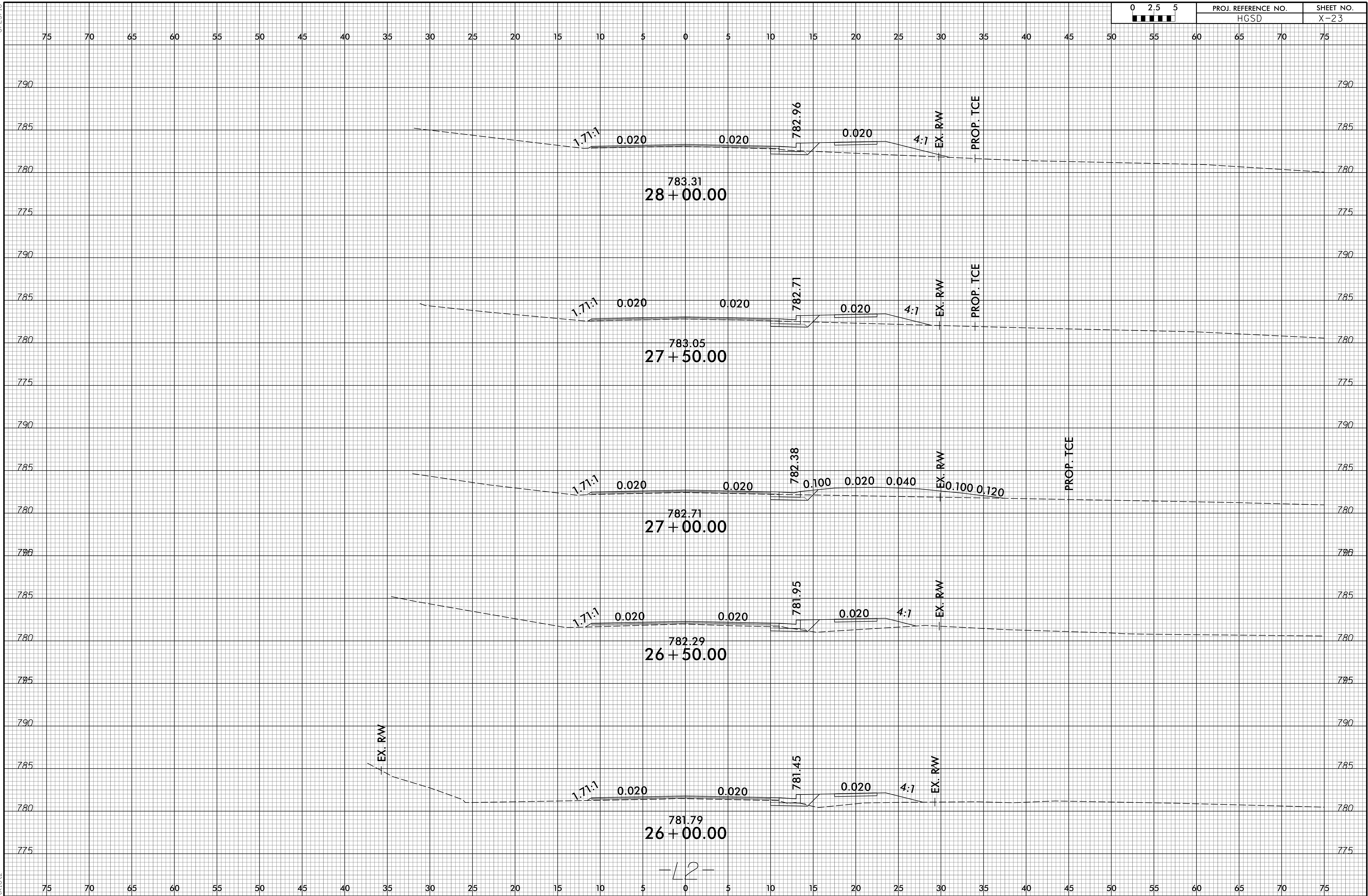


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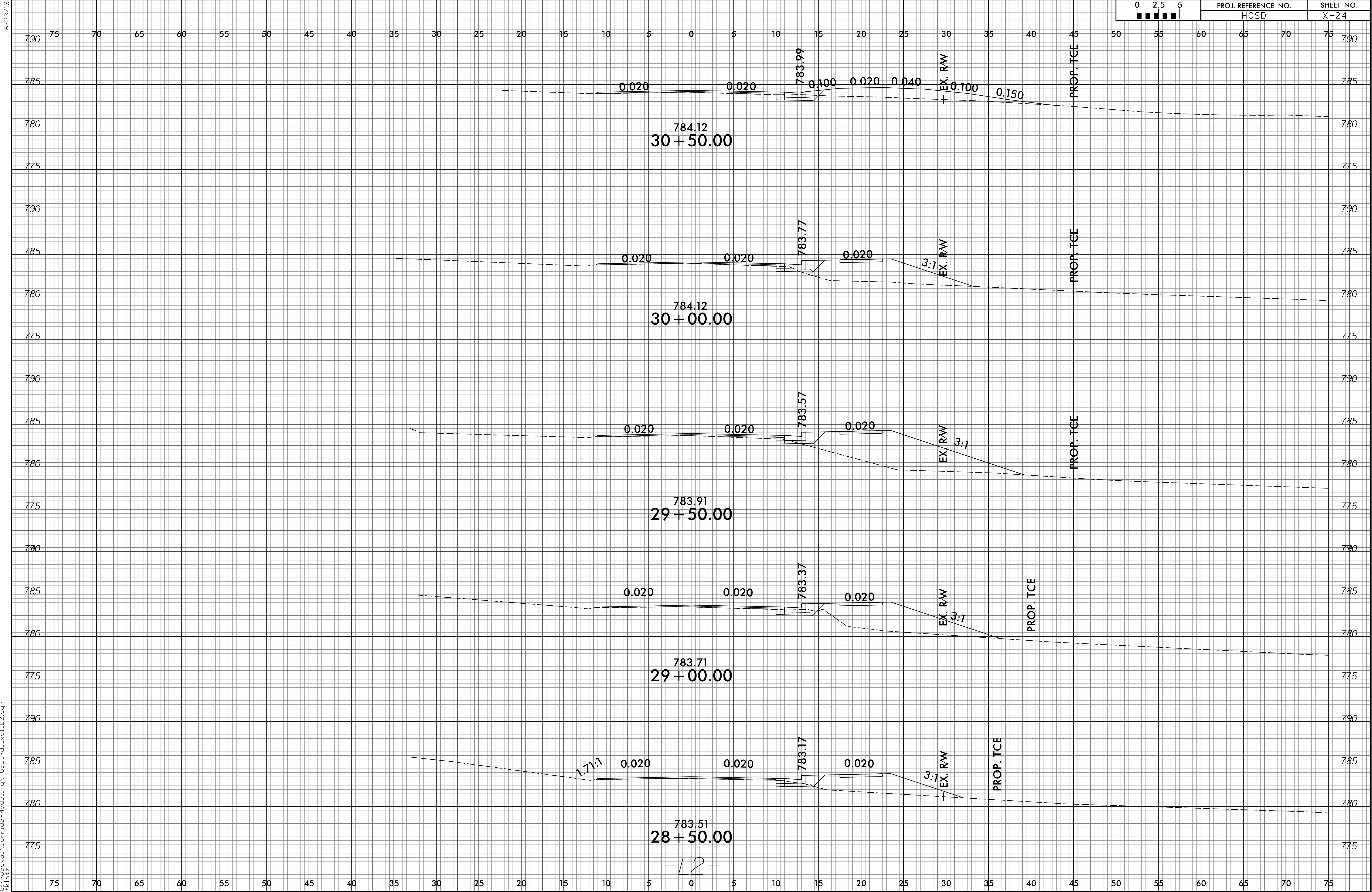
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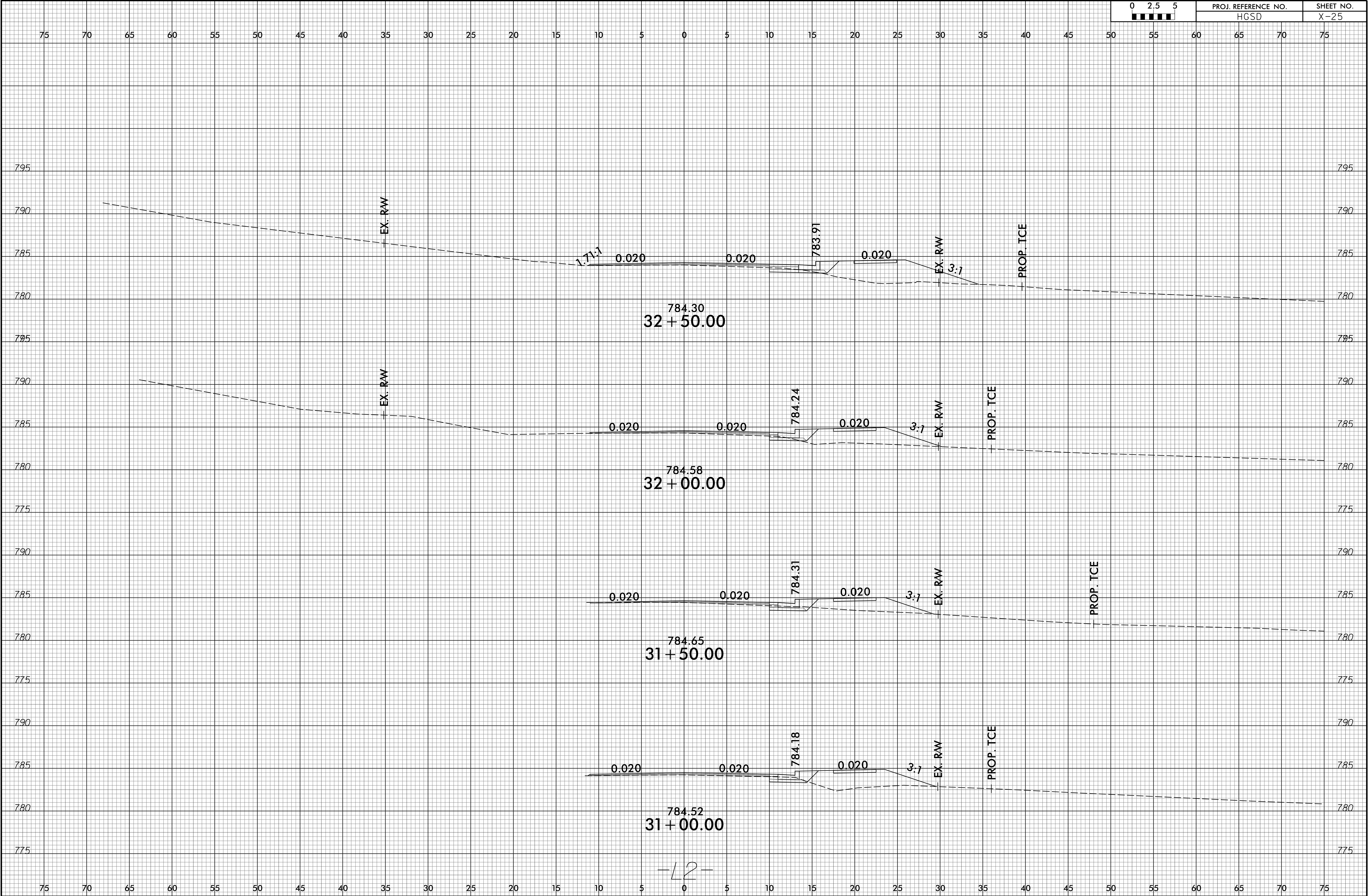


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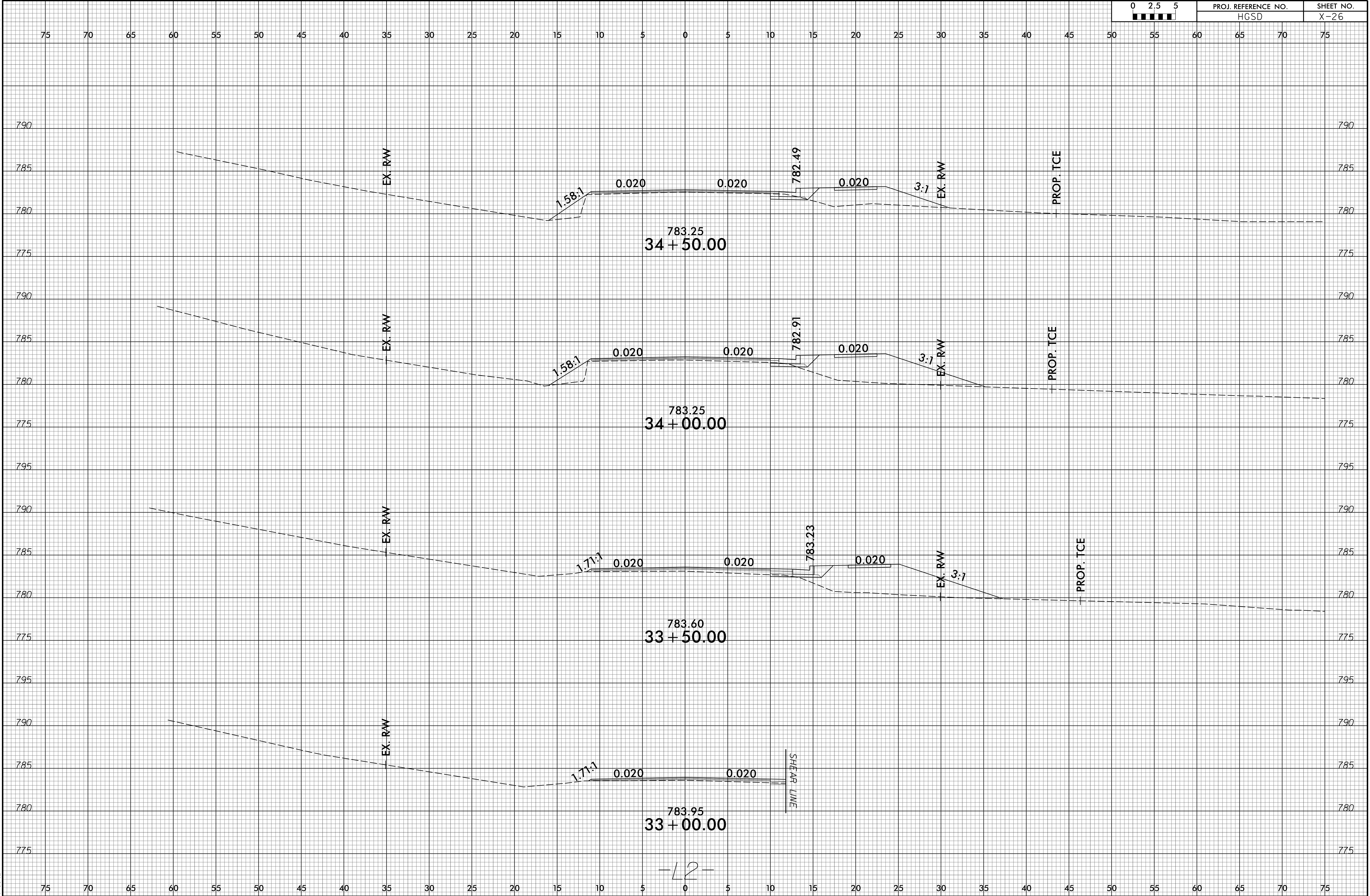


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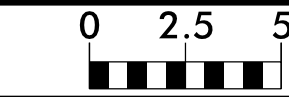
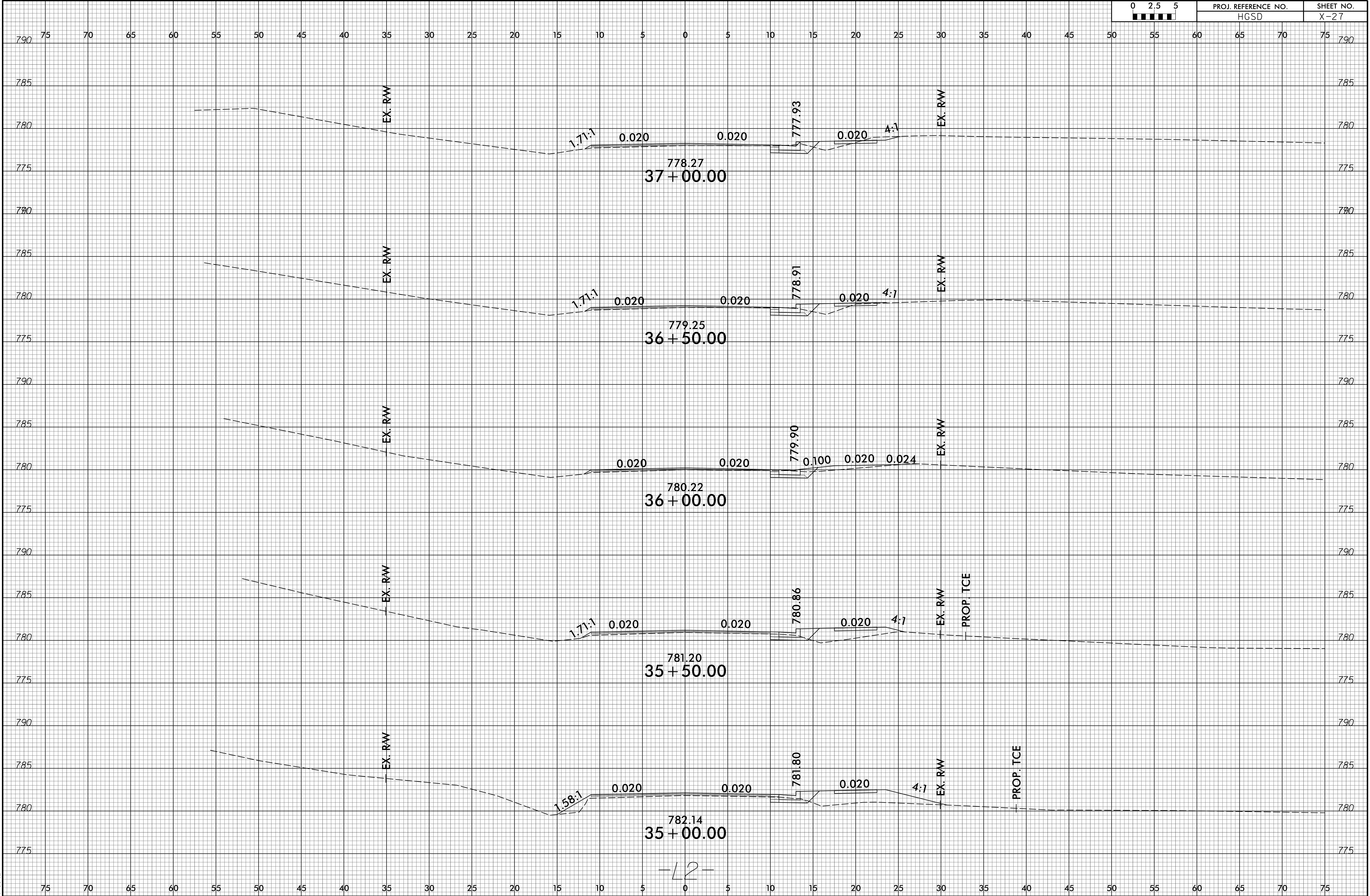
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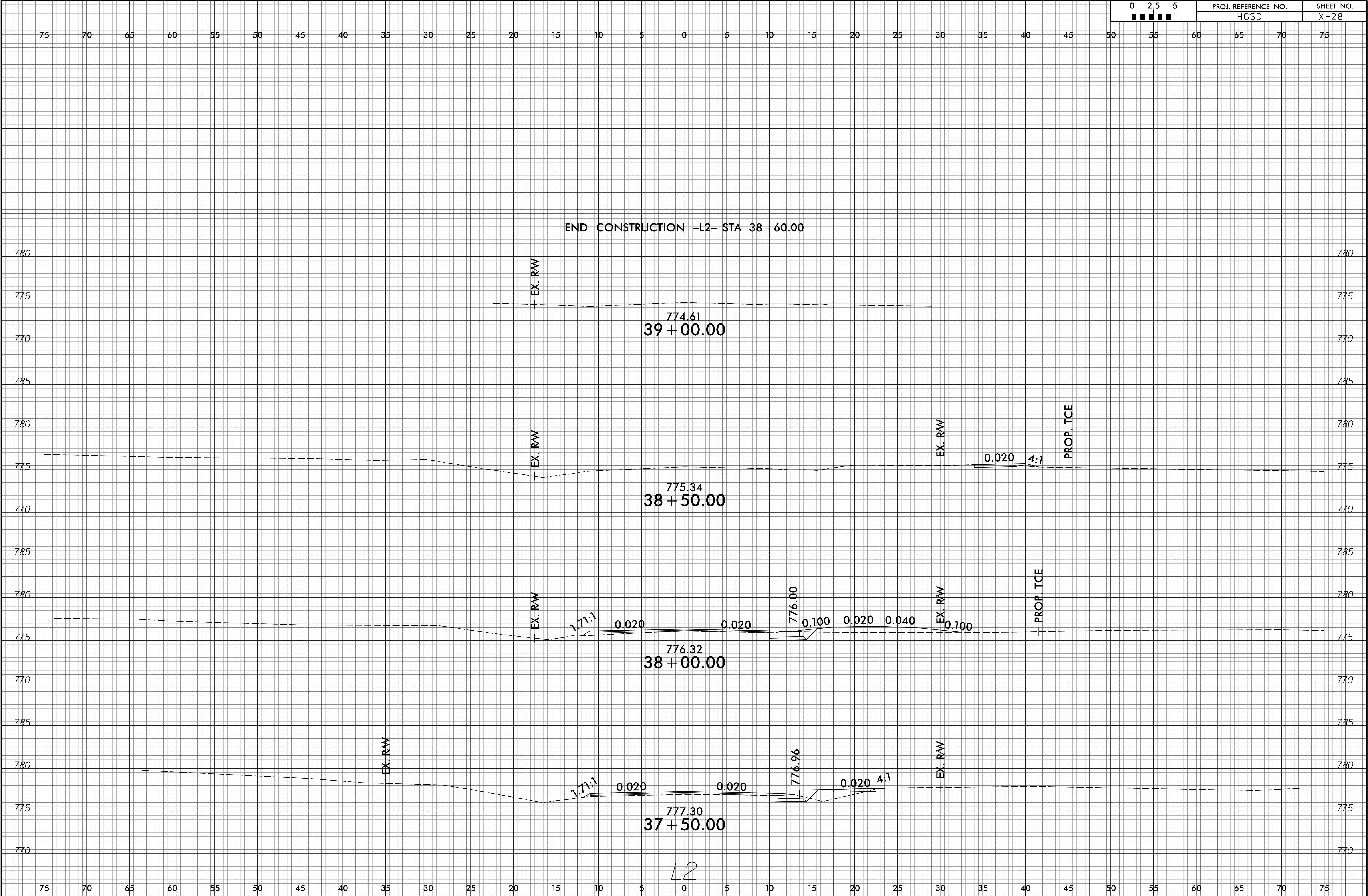


Exhibit B - Itemized Proposal

Huntington Green Sidewalk
SR 2117 (Hambright Rd) and SR 2138 (McCoy Rd)

Line Item	Des	Sec No.	Description	Quantity	Unit	Price	Amount
		800	Mobilization	1	LS	\$ 143,000.00	\$ 143,000.00
		801	Construction Surveying	1	LS	\$ 30,000.00	\$ 30,000.00
		200	Supplemental Clearing and Grubbing	1	Acre	\$ 100.00	\$ 100.00
		226	Grading (Lump Sum)	1	LS	\$ 750,000.00	\$ 750,000.00
			Unclassified Excavation				
			Borrow Excavation				
			Fine Grading				
			Removal of Existing Asphalt Pavement				
		240	Drainage Ditch Excavation	9	CY	\$ 75.00	\$ 675.00
		300	Foundation Conditioning Material, Minor Structures	280	Tons	\$ 1.00	\$ 280.00
		300	Foundation Conditioning Geotextile	880	SY	\$ 1.00	\$ 880.00
		310	15" Side Drain Pipe	312	LF	\$ 120.00	\$ 37,440.00
		310	15" RC Pipe Culverts, Class IV	1,452	LF	\$ 150.00	\$ 217,800.00
		310	18" RC Pipe Culverts, Class IV	640	LF	\$ 165.00	\$ 105,600.00
		310	24" RC Pipe Culverts, Class IV	92	LF	\$ 225.00	\$ 20,700.00
		310	30" RC Pipe Culverts, Class IV	60	LF	\$ 280.00	\$ 16,800.00
		310	18" RC Pipe Culverts, Class V	44	LF	\$ 200.00	\$ 8,800.00
		310	30" RC Pipe Culverts, Class V	28	LF	\$ 450.00	\$ 12,600.00
		310	30" Pipe End Section	1	Each	\$ 3,500.00	\$ 3,500.00
		340	Pipe Removal	941	LF	\$ 10.00	\$ 9,410.00
		520	Aggregate Base Course	15	Tons	\$ 100.00	\$ 1,471.10
		545	Incidental Stone Base	500	Tons	\$ 100.00	\$ 50,000.00
		607	Milling Asphalt Pavement, 1.5" Depth	3,240	SY	\$ 3.50	\$ 11,340.00
		610	Asphalt Conc Base Course, Type B25.0C	680	Tons	\$ 96.00	\$ 65,280.00
		610	Asphalt Conc Intermediate Course, Type I19.0C	620	Tons	\$ 96.00	\$ 59,520.00
		610	Asphalt Conc Surface Course, Type S9.5C	830	Tons	\$ 96.00	\$ 79,680.00
		620	Asphalt Binder For Plant Mix	200	Tons	\$ 650.00	\$ 130,000.00
		710	6" Port Cem Conc Pavement, Miscellaneous (Without Dowels)	1,330	SY	\$ 90.00	\$ 119,700.00
		840	Masonry Drainage Structures	33	Each	\$ 4,000.00	\$ 132,000.00
		840	Masonry Drainage Structures	0.1	LF	\$ 10,000.00	\$ 1,000.00
		840	Frame w/ Grate and Hood, 840.03 Type E	5	Each	\$ 1,500.00	\$ 7,500.00
		840	Frame w/ Grate and Hood, 840.03 Type F	10	Each	\$ 1,500.00	\$ 15,000.00
		840	Frame w/ Grate and Hood, 840.03 Type G	1	Each	\$ 1,500.00	\$ 1,500.00
		840	Frame and Grates, 840.16	15	Each	\$ 1,500.00	\$ 22,500.00
		SP	Modified Concrete Flume	1	Each	\$ 1,200.00	\$ 1,200.00
		846	1'-6" Concrete Curb and Gutter	60	LF	\$ 50.00	\$ 3,000.00
		846	2'-6" Concrete Curb and Gutter	4,110	LF	\$ 32.00	\$ 131,520.00
		848	4" Concrete Sidewalk	3,440	SY	\$ 50.00	\$ 172,000.00
		848	6" Concrete Driveway	350	SY	\$ 90.00	\$ 31,500.00
		848	Concrete Curb Ramps	16	Each	\$ 2,500.00	\$ 40,000.00
		876	Rip Rap, Class B	16	Tons	\$ 125.00	\$ 2,000.00
		876	Geotextile for Drainage	50	SY	\$ 5.00	\$ 250.00
			Signing				
		901	Contractor Furnished, Type E Sign	63.0	SF	\$ 34.60	\$ 2,179.80
		903	Supports, 3-Lb Steel U-Channel	132.0	LF	\$ 188.50	\$ 24,882.00
		904	Sign Erection, Type E	11	Each	\$ 12.20	\$ 134.20
		907	Disposal of Sign System, U-Channel	11	Each	\$ 78.00	\$ 858.00
			Work Zone Traffic Control				
		1110	Work Zone Signs (Stationary)	96	SF	\$ 11.78	\$ 1,130.88
		1110	Work Zone Signs (Portable)	192	SF	\$ 9.71	\$ 1,864.32
		1130	Drums	193	Each	\$ 100.00	\$ 19,300.00

	1135	Cones	81	Each	\$ 100.00	\$ 8,100.00
	1150	Flagger	300	Day	\$ 450.00	\$ 135,000.00
	1205	Paint Pavement Marking Lines (4")	10,503	LF	\$ 0.60	\$ 6,301.80
	1205	Paint Pavement Marking Lines (8")	123	LF	\$ 2.00	\$ 246.00
	1205	Paint Pavement Marking Lines (24")	198	LF	\$ 3.00	\$ 594.00
	1205	Paint Pavement Marking Character	9	LF	\$ 65.00	\$ 585.00
	1205	Paint Pavement Marking Symbol	2	LF	\$ 65.00	\$ 130.00
		Pavement Marking				
	1205	Thermoplastic Pavement Marking Lines (4", 90 Mils)	9,481.00	LF	\$ 1.50	\$ 14,221.50
	1205	Thermoplastic Pavement Marking Lines (8", 90 Mils)	123	LF	\$ 4.00	\$ 492.00
	1205	Thermoplastic Pavement Marking Lines (24", 90 Mils)	99	LF	\$ 6.00	\$ 594.00
	1205	Thermoplastic Pavement Marking Characters (90 Mils)	9	Each	\$ 350.00	\$ 3,150.00
	1205	Thermoplastic Pavement Marking Symbols (90 Mils)	2	Each	\$ 300.00	\$ 600.00
		Erosion Control				
	1605	Temporary Silt Fence	3,700	LF	\$ 4.00	\$ 14,800.00
	1610	Erosion Control Stone, Class A	470	Tons	\$ 10.00	\$ 4,700.00
	1610	Erosion Control Stone, Class B	80	Tons	\$ 35.00	\$ 2,800.00
	1610	Sediment Control Stone	360	Tons	\$ 10.00	\$ 3,600.00
	1615	Temporary Mulching	2	Acres	\$ 1,500.00	\$ 3,000.00
	1620	Seed For Temporary Seeding	200	Lbs	\$ 4.00	\$ 800.00
	1620	Fertilizer for Temporary Seeding	1	Tons	\$ 1,450.00	\$ 1,450.00
	1630	Silt Excavation	580	CY	\$ 1.00	\$ 580.00
	1631	Matting For Erosion Control	1,400	SY	\$ 2.00	\$ 2,800.00
	1632	1/4" Hardware Cloth	550	LF	\$ 6.00	\$ 3,300.00
	SP	Coir Fiber Wattle Barrier	36	LF	\$ 35.00	\$ 1,260.00
	1660	Seeding and Mulching	3	Acres	\$ 3,150.00	\$ 9,450.00
	1660	Mowing	3	Acres	\$ 185.00	\$ 555.00
	1661	Seed for Repair Seeding	50	Lbs	\$ 9.00	\$ 450.00
	1661	Fertilizer for Repair Seeding	0.25	Tons	\$ 2,300.00	\$ 575.00
	1662	Seed for Supplemental Seeding	75	Lbs	\$ 7.00	\$ 525.00
	1665	Fertilizer Topdressing	1.75	Tons	\$ 1,500.00	\$ 2,625.00
	1667	Specialized Hand Mowing	10	Mhrs	\$ 90.00	\$ 900.00
		Utilities				
		Relocate Street Light	1	Each	\$ 10,000.00	\$ 10,000.00
		Remove Unused Utility Poles	2	Each	\$ 1,000.00	\$ 2,000.00
		Lowering of exisiting 12" diameter PVC Water Main using Ductile Iron Pipe & Fittings.	11	Each	\$ 15,000.00	\$ 165,000.00

Contract Cost	\$ 2,887,079.60
Contingency 5%	\$ 144,353.98
Construction Cost	\$ 3,031,433.58

Kemp Sigman Construction Co., Inc. 1/25/24

Tyler Sigman, President



EXHIBIT C – STANDARD CONSTRUCTION SERVICES CONTRACT



Engineering & Public Works
105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 875-7007

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Contractor Name
Address 1
City, State Zip
Contact Name
Contact Email

PROJECT: Project Name
SITE Location
LOCATION(S):

This Contract for Construction and Repair, and all exhibits, (collectively this "Contract") is entered into this _____ day of _____, 20____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Kemp Sigmon Construction Co., Inc. located at PO Box 1210, Claremont NC 28610 (the "Contractor").

WITNESSETH:

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

1. Scope of Services. The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications in the Huntington Greenway Sidewalk Project Formal Bid (the "Bid"), which is incorporated herein by reference as Exhibit C3. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in the bid, which shall constitute the "Work." The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the "Date of Completion" or such date as the Contractor actually completes all the Work. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
2. Fees: Fees for the Work shall be specified in the bid, (the "Contract Price").

3. Change Orders. The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions (“Change Orders”). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor’s overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor’s overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.
4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town’s contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit C2, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Working Drawings and Specifications at the Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
8. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible

for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

9. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
10. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
11. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
12. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
13. Addendums. If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
14. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit C1, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
15. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Work will be delayed until a CEI firm is under contract with the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
16. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$1,000 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.
17. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described in the bid.

In compliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted and completed in the Bid along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

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

Kemp Sigman Construction Co., 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

Contractor's Federal Social Security ID No.:

26-0224731

Contractor's License No.:

67058

EXHIBIT C1
STANDARD TERMS & CONDITIONS

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

8. **Indemnification.** To the greatest extent allowed by North Carolina law, the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law. Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligation 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 C2, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

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

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm, or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for “Debarment and Suspension.”
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Conflict of Interest.** The Contractor agrees to be bound by the Town's Uniform Guidance Conflict of Interest Policy, which is included herein by reference.
11. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.

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

EXHIBIT C2

MINIMUM INSURANCE REQUIREMENTS

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

a. Worker's Compensation and Employer's Liability

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

b. Comprehensive General Liability Insurance

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

Bodily Injury: \$1,000,000 per occurrence 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 C3 – PLANS AND SPECIFICATIONS

(See Section 4.0 in Bid)

EXHIBIT D– PERFORMANCE AND PAYMENT BONDS

(Insert Bonds Accordingly)

CONTRACT PAYMENT BOND

Date of Payment Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant
to authority of its governing body.

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) Kemp Sigmon Construction Co., Inc.

Name of Surety: Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800, Plymouth, MN 55441

Name of Contracting
Body: Town of Huntersville Engineering & Public Works

Amount of Bond: Three Million Thirty One Thousand Four Hundred Thirty Three Dollars and 58/100 (\$3,031,433.58)

Project Huntington Green Sidewalk Project

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ three (3) _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By:

Title:

(Corp. Sec. or Asst. Sec., only)

(Corporate Seal)

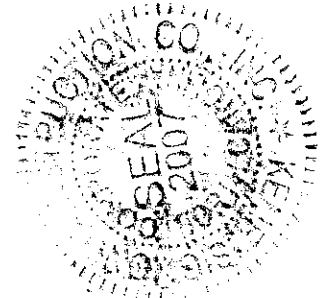
Kemp Sigmon Construction Co., Inc.

Contractor: (Trade or Corporate Name)

By:

Title:

(Owner, Partner, or Corp.
Pres. or Vice Pres. only)



Witness:

Jenny Snell

Countersigned:

Angela Y. Buckner

(N.C. Licensed Resident Agent)

Marsh & McLennan Agency LLC

5605 Carnegie Boulevard, Suite 300, Charlotte, NC 28209

Name and Address-Surety Agency

Atlantic Specialty Insurance Company

5605 Carnegie Blvd., Suite 300

Charlotte, NC 28209

Surety Company Name and N.C.

Regional or Branch Office Address

Atlantic Specialty Insurance Company

(Surety Company)

By:

Title:

Angela Y. Buckner Attorney-in-Fact
(Attorney in Fact)

Surety Phone No. 952-852-2431

(Surety Corporate Seal)





Power of Attorney

Surety Bond No: 800158853

Principal: Kemp Sigmon Construction Co., Inc.
Obligee: Town of Huntersville Engineering & Public Works

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Angela Y. Buckner, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

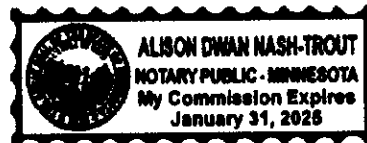
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout

Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of Attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____.



Christopher V. Jerry
Christopher V. Jerry, Secretary

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

FORM OF PERFORMANCE BOND

Date of Contract: _____
Date of Execution: _____
Name of Principal
(Contractor) Kemp Sigmon Construction Co., Inc.
Atlantic Specialty Insurance Company
Name of Surety: 605 Highway 169 North, Suite 800, Plymouth, MN 55441
Name of Contracting
Body: Town of Huntersville Engineering & Public Works
Amount of Bond: Three Million Thirty One Thousand Four Hundred Thirty Three Dollars and 58/100 (\$3,031,433.58)
Project Huntington Green Sidewalk Project

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ three (3) _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: Kel Ozi
Title: secretary
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

Witness:

Jenny Snell
Jenny Snell

Countersigned:
Angela Y. Buckner
Angela Y. Buckner
(N.C. Licensed Resident Agent)

Marsh & McLennan Agency LLC

5605 Carnegie Boulevard, Suite 300, Charlotte, NC 28209
Name and Address-Surety Agency

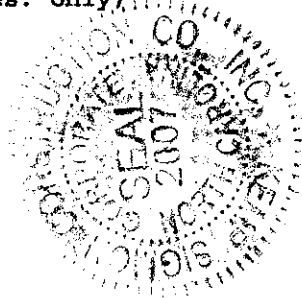
Atlantic Specialty Insurance Company
5605 Carnegie Blvd., Suite 300
Charlotte, NC 28209
Surety Company Name and N.C.
Regional or Branch Office Address

Kemp Sigmon Construction Co., Inc.

Contractor: (Trade or Corporate Name)

By: [Signature]

Title: President
(Owner, Partner, or Corp.
Pres. or Vice Pres. only)



Atlantic Specialty Insurance Company

(Surety Company)

By: Angela Y. Buckner

Title: Angela Y. Buckner Attorney-in-Fact
(Attorney in Fact)

Surety Phone No. 952-852-2431

(Surety Corporate Seal)





Power of Attorney

Surety Bond No: 800158853

Principal: Kemp Sigmon Construction Co., Inc.
Obligee: Town of Huntersville Engineering & Public Works

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Angela Y. Buckner, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

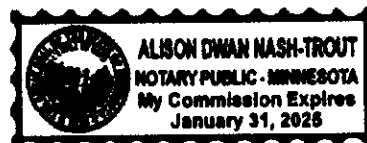
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout

Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of Attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____.



Christopher V. Jerry
Christopher V. Jerry, Secretary

EXHIBIT E – TOWN OF HUNTERSVILLE UNIFORM GUIDANCE CONFLICTS OF INTEREST AND NONDISCRIMINATION POLICY

I. OBJECTIVE.

The objective of this Uniform Guidance Conflict of Interest Policy and Nondiscrimination Policy (“Policy”) is to establish rules regarding conflicts of interest and nondiscrimination and set guidelines for gifts and favors that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work paid for in part or whole by federal funds as required under 2 C.F.R. § 200.318(c)(1).

II. Policy.

A. Application of Policy.

This Policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work funded in whole or in part with federal financial assistance (direct or reimbursed). This Policy also applies to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town’s Federal Grant Administrator (“Grant Administrator”), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal requirements when managing and expending federal funds, including those prohibiting discrimination. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town’s other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town’s Legal Department.

III. Employee Responsibilities.

The Grant Administrator shall review the federal grant award terms and conditions to identify any additional conflicts of interest prohibitions or requirements associated with the federal grant award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this Policy and any additional prohibitions or requirements.

A. Conflicts of Interest.

In addition to the prohibition against self-benefiting from a public contract under N.C.G.S. § 14-234, no officer, employee, or agent of the Town of Huntersville (the “Town”) or any subrecipient may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

- 1) the employee, officer, or agent involved in the selection, award, or administration of a contract;
- 2) any member of his or her immediate family;
- 3) his or her partner; or
- 4) an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this Policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

B. Gifts.

In addition to the prohibition against accepting gifts and favors from vendors and contractors under N.C.G.S. § 133-32, officers, employees, and agents of the Town of Huntersville and any subrecipient are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$25.00 which fall into one of the following categories may be accepted:

- 1) promotional items;
- 2) honorariums for participation in meetings; or
- 3) meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this Policy shall report the item to his or her immediate supervisor.

III. Nondiscrimination

A. General

It is the policy of the Town to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the Town, including programs or activities that are funded in whole or part, with federal grant funds.

B. Specific Acts Prohibited

To ensure compliance with Title 31 of the Code of Federal Regulations, Part 22 and other pertinent nondiscrimination authorities, the Town shall prohibit, at a minimum, the following practices in its administration of federal grant funds:

- 1) Denying to a person any service, financial aid, or other program benefit without good cause;

- 2) Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program;
- 3) Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
- 4) Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
- 5) Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
- 6) Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
- 7) Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- 8) Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
- 9) Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
- 10) Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

C. Complaint Tracking

The Town shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. The Town shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome.

IV. Violation.

Employees violating this Policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

The Town must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The Town must also report certain civil, criminal, and administrative proceedings to SAM as required by 2 C.F.R. § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339.

EXHIBIT F - NON-COLLUSION AFFIDAVIT OF CONTRACTOR

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

_____, being first duly sworn, deposes and says that:
(Name)

- (1) She/He is _____ of _____, the
(Title) (Company)
Contractor that submitted the attached Proposal;
- (2) She/he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal was genuine and not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal of any other Bidder, or to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Matthews or any person interested in the proposed Contract; and,
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees or parties in interest including this affiant.

Signature: _____ Date: _____ Title: _____

Subscribed and sworn to before me
this _____ day of _____, 20____. (Seal)

Notary Public My Commission Expires: _____

EXHIBIT G - CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

_____, _____ of
(Name) (Title)

_____, being first duly sworn, deposes and says that:
(Company)

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project: **Huntington Green Sidewalk Project**
3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all liabilities and taxes owed by the Contractor and arising in any manner from the above- described project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;
5. Notwithstanding the foregoing, if the Town of Matthews or property of the Town of Matthews is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Matthews harmless for any amount which the Town of Matthews is required to pay to discharge such lien or settle such claim and further will pay the Town of Matthews's expenses, costs, and attorney fees incurred in connection therewith.
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Matthews, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Town of Matthews arising in any manner from the construction of the above-described project.

_____, _____ Date: _____
Contractor

Title

Sworn to and subscribed before me this _____
day of _____, 20____.

(Seal)

_____ My Commission Expires: _____

EXHIBIT H – SECTION 3 REQUIREMENT AND POLICY GUIDE



Mecklenburg County
Community Development Block Grant Program
SECTION 3 Requirements and
Policy Guide

Prepared for
Mecklenburg County

Prepared by
Centralina Regional Council
10735 David Taylor Drive, Suite 250
Charlotte, NC 28262
704.372.2416
www.centralina.org
CEDD@centralina.org



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Overview of Section 3 Requirements

What is Section 3?

Section 3 is a provision of the U.S. Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of HUD financial assistance, to the greatest extent feasible, provide job training and employment opportunities for low- or very low- income residents, particularly those who are recipients of government assistance for housing, to participate in activities in their neighborhoods.

Projects that receive “HUD financial assistance” that are required to comply with Section 3 regulations are:

1. Any public and Indian Housing programs that receive (a) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (b) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (c) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937.
2. Recipients of housing and community development assistance equal to or exceeding \$200,000 expended for: (a) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (b) housing construction; or (c) other public construction projects awarded in connection with the Section 3-covered activity (as found in HUD Form 60002).

The enabling regulations for Section 3 can be found in 24 CFR Part 75.

Mecklenburg County as a recipient of HUD financial assistance, requires compliance from all developers, sponsors, contractors, and subcontractors with contracts at or above \$200,000.

NOTE: Contractors, subcontractors, developers, and sponsors will be referred to as “contractors” throughout this document. For additional information, please see “Definitions” in the Appendix.

Who are Section 3 Workers?

Section 3 workers are any worker who currently fits, or when hired within the past five (5) years fit, at least one of the following, as documented:

- Persons and who have a household income that falls below HUD’s income limits low- to moderate-income is defined as eighty percent (80%) or below the median income of Mecklenburg County, as adjusted for household size;
- Are employed by a Section 3 business concern; OR
- Are a YouthBuild participant (see “Definitions” in the Appendix).

Who are Section 3 Targeted Workers?

Section 3 targeted workers are:

- Employed by a Section 3 business concern;
- Currently fits or when hired fit one of the following categories, as documented within the past five (5) years:
 - Living within the service area or neighborhood of the project, as defined in 24 CFR § 75.5 (see “Definitions” in the Appendix); OR
 - A YouthBuild participant.

What is a Section 3 Business Concern?

A business concern that meets at least one of the following criteria, documented within the last six (6)-month period:

- Is fifty-one percent (51%) or more owned by low – or very low-income persons (see “Definitions” in the Appendix);
- Employs low- or very low-income workers who complete seventy-five percent (75%) or more of the labor hours (see “Definitions” in the Appendix) on the worksite; OR
- Is at least fifty-one percent (51%) owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

What Programs are Covered?

Created by the Housing and Urban Development Act of 1968, Section 3 applies to public and Indian housing programs, housing and community development programs, and other Federal and HUD assistance [24 CFR Part 75.3].

What Types of Economic Opportunities are Available Under Section 3?

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

What Kinds of Section 3 Performance will be Monitored by HUD?

- Whether all contracts awarded by the HUD grantee (Mecklenburg County) contain the required Section 3 language in all applicable contracts;
- The number of Section 3 training opportunities coordinated by the HUD grantee (Mecklenburg County);
- Whether twenty-five percent (25%) or more of the total number of labor hours worked by Section 3 workers on a project; AND
- Whether at least five percent (5%) or more of the total number of labor hours worked by all workers was completed by Section 3 targeted workers. This signifies that the five percent (5%) is included as part of the aforementioned twenty-five percent (25%) threshold.

Impact of Section 3 Requirements on Mecklenburg County

What Must Mecklenburg County Do to Meet Section 3 Goals?

In order to achieve the twenty-five percent (25%) goal for Section 3 workers, the County will implement procedures for projects that will report on Section 3 activities. Procedures are required for:

- 1) Notification of potential Section 3 opportunities by publication: on Mecklenburg County's website, Mecklenburg County Purchasing Department's website, or published in the newspaper;
- 2) Compliance with HUD's Section 3 requirements; and
- 3) Annual reporting of Section 3 performance.

How will Mecklenburg County Require Section 3 Compliance of Its Contractors, Developers, and Sponsors?

The County requires all developers, contractors, and subcontractors to attend a County-sponsored Section 3 training at least once annually.

Mecklenburg County requires all developers, contractors, and sub-contractors to utilize, to the greatest extent feasible, Section 3 business concerns.

Mecklenburg County requires all developers, contractors, and subcontractors to utilize, complete, or have completed a set of forms which document the developer's, contractor's, and sub-contractor's efforts to meet Section 3 requirements.

Specific draws, by contract, are conditioned on the complete submission of required Section 3

forms.

How Does HUD Require Compliance of Mecklenburg County?

HUD receives annual reports from its grantees that identify the performance of contractors and investigates complaints. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 workers and to award contracts to Section 3 business concerns. In addition, HUD will monitor Section 3 compliance by analyzing the Consolidated Annual Performance and Evaluation Report (CAPER) submitted by the County on an annual basis.

Mecklenburg County's Section 3 Policy

General Policy Statement

It is the policy of Mecklenburg County to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The County implements this policy in part by providing special consideration to contractors that create employment and business opportunities for qualified low- and very low-income persons residing in Mecklenburg County.

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), requires the County to ensure that employment and other economic and business opportunities generated by U.S. Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low- income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very low-income persons.

Section 3 Contracting Policy & Procedure

Mecklenburg County will monitor and require compliance for all HUD-funded contracts that fit

within the Section 3 guidelines, as defined by HUD Form 60002.

Mecklenburg County's Section 3 Plan

The County has developed a Section 3 Plan to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3.

To strengthen the County's compliance with and reporting for Section 3 activities, the agency has developed policies and procedures to guide implementation and reporting.

This policy is divided into three sections:

- Mecklenburg County Responsibilities
- Program Participant Responsibilities
- Hiring and Training with Section 3

Mecklenburg County's Responsibilities

- **The County requires all developers, contractors, and sub-contractors to attend a training at least once annually on Section 3**

Mecklenburg County will offer Section 3 training twice a year in each calendar year.

- **Developers, contractors, and sub-contractors will be required, in responding to any Request for Funding (RFF), Request for Qualifications (RFQ), Invitation for Bids (IFB), or other solicitation from the County or its sub-recipients, to agree to complete Section 3 training within a reasonable timeframe, should their bid be successful.**

Developers, Contractors, and sub-contractors will be required to attend an annual Section 3 training should they be selected as the winning bidder. If necessary, a specially arranged Section 3 training may be organized for developers/contractors who have or will be signing a contract to undertake work based on HUD financing.

The County will maintain a list of persons who have successfully completed the Section 3 training for future reference.

- **The County requires all developers, contractors, and sub-contractors, to the greatest extent feasible, to utilize Section 3 business concerns.**

Mecklenburg County encourages all developers, contractors, and sub-contractors to utilize the HUD Section 3 Business Registry.

- For eligible Section 3 business concerns, registration for the online database

is located at:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

- To search the database for registered Section 3 business concerns, the search feature is located at:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

Program Participant Responsibilities

- **Written governing notification to eligible residents about employment and training opportunities generated by Mecklenburg County Section 3 covered assistance.**

Subrecipients and contractors should utilize outreach efforts included in Appendix C to notify Section 3 Workers of potential opportunities.

- **Written procedures governing notification to Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.**

Subrecipients and contractors should utilize outreach efforts included in Appendix D to notify Section 3 Businesses of potential opportunities.

To assist developers, contractors, and sub-contractors in identifying Section 3 business concerns, Mecklenburg County encourages the use of the HUD Section 3 Business Registry and Opportunity Portal.

- **Setting numerical goals for employment and training opportunities for residents and contracting employees for Section 3 Business Concerns.**

Mecklenburg County will comply with the Section 3 benchmarks as mandated by 24 CFR 75.23. The current benchmarks established by HUD for Section 3 Workers is 25 percent or more of the total number of labor hours worked by all workers on a Section 3 Project. Targeted Section 3 Workers is set at five percent or more of the total number of labor hours worked by all workers on a Section 3 project.

It is the responsibility of contractors to implement progressive efforts to attain Section 3 compliance.

- **Documentation of compliance with Section 3 regulations, any impediments encountered in implementing the Section 3 program, and corrective actions taken to remedy any problem areas.**

24 CFR 75.31 requires that HUD grantees (Mecklenburg County) must document compliance with Section 3 requirements, any impediments encountered in

implementing the Section 3 program, and any corrective actions taken to remedy any compliance problems.

Hiring & Training with Section 3

Recipients and their contractors/subcontractors are required to give hiring and training preference to Section 3 workers, to the greatest extent feasible, when employment and training opportunities result from a CDBG funded project.

When a recipient or contractor/subcontractor has identified that new employment or training opportunity will result from the normal completion of the CDBG construction and/or rehabilitation projects, the CDBG grant administrator should work with that entity to assist with advertising the opportunity to Section 3 residents.

Notices of employment/training opportunities must be sent to the National Association of Housing and Redevelopment Officials (NAHRO). Notices should be sent to the NAHRO Chapter President assigned to Mecklenburg County. NAHRO will share the notice with public housing authorities, in an effort to help reach Section 3 businesses.

Notices of employment/training opportunities must also be posted to HUD's Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal>). This portal may also be used by businesses seeking Section 3 workers for open employment opportunities.

When giving hiring and training preference to Section 3 workers, recipients and contractor/subcontractors should use the following order of priority:

- 1st: Section 3 workers residing in the service area or neighborhood in which the section 3 project is located.
- 2nd: Participants in HUD Youth Build programs
- 3rd: Other section 3 residents.

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

The Recipient shall comply with provisions for economic opportunities for low- and very low-income persons in accordance with 24 CFR part 75 and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All contracts for Section 3 projects shall be required to comply with Section 3 and shall meet the requirements in 24 CFR Part 75.19:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- F. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- G. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

- H. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- I. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not

subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75. The Section 3 Manager will maintain a list of those in violation. The contractor should consult with Section 3 Manager if this occurs.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. The contractor agrees to submit all required Section 3 forms at the first draw of funds, and updated Section 3 forms before the release of the final payment or retainage, whichever is applicable.
- G. The contractor understands and agrees that the contractor and all subcontractors thereof are required to attend a County sponsored Section 3 training at least once annually.
- H. Noncompliance with HUD's regulations in 24 CFR parts 75 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.

Recordkeeping and Reporting

To report Section 3 data, Mecklenburg County recipients and contractors must analyze the number of labor hours worked on a Section 3 project, how many labor hours were worked by Section 3 Workers, and how many labor hours worked were by Targeted Section 3 Workers. Even if no labor hours worked were by Section 3 or Targeted Section 3 workers, this information must be reported to the County.

For all Section 3 projects employing Section 3 workers or Targeted Section 3 workers, the recipient/contractor must maintain one of the following (in order of priority) to demonstrate Section 3 status of the worker:

1. Self-certification form (Appendix E) If the worker's household income is less than 80% of area median income, they are considered a Section 3 worker. Income limits are provided annually by Mecklenburg County.
2. Certification from an employer that the worker's income from the employer is within the income limits if annualized. This may be recorded and affirmed

on the Contractor's Report found in Appendix F. Instructions for using the Contractor's Report are contained within the Report.

3. Certification from an employer that the worker is employed by a Section 3 business concern. This can be demonstrated by a contractor's submission of the Section 3 Business Certification (Appendix G) AND the Contractor's report.
4. Certification from a PHA that the worker is a participant in one of its programs. Please use the appropriate Certification Forms, found in the appendix to this chapter.

To report Section 3 data to Mecklenburg County, recipients and contractors are encouraged to utilize the Contractor's Report, provided by the County, to record labor hours worked and hours worked by Section 3 and Targeted Section 3 workers. Even if no Section 3 Workers were utilized, this report must be completed and submitted to the County at the completion of each project.

In addition, recipients and contractors will be required to report an aggregate of *all* labor hours worked and Section 3 hours worked annually to Mecklenburg County. This report will be submitted in a manner prescribed by the County and will be due by June 30th of each year. Recipients will also need to report Section 3 accomplishments and/or provide a detailed explanation of why Section 3 goals were not met and indicate efforts made to identify and engage Section 3 Workers and Businesses. This data may be collected using the Contractor's Report found in the appendix to this Chapter and aggregated annually for submission to the County.

Section 3 Complaint Policy

As a general policy statement, Mecklenburg County will investigate any complaints of non-compliance with Section 3 requirements thoroughly. Complaints should be directed to:

Timothy M. Tibbs
Senior Assistant to the Deputy County
Manager
600 E. Forth Street
Charlotte, NC 28202
[Timothy.Tibbs@mecklenburgcounty
nc.gov](mailto:Timothy.Tibbs@mecklenburgcounty.nc.gov)

Complainants about Section 3 non-compliance can also be directed to the Greensboro Office of the U.S. Department of Housing and Urban Development:

Section 3 Coordinator
U.S. Dept. of Housing and Urban Development
Asheville Building Suite 215
1500 Pinecroft Rd #401
Greensboro, NC 27407
Phone: (336) 547-4000

APPENDIX A
SECTION 3 BOILERPLATE LANGUAGE FOR CONTRACTS, PUBLIC

NOTICES & ADVERTISEMENTS

PURPOSE

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires Mecklenburg County to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low- income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

GENERAL POLICY STATEMENT

It is the policy of Mecklenburg Country to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The County implements this policy in part through the awarding of contracts to contractors that create employment and business opportunities for qualified low- and very low-income persons residing in the Mecklenburg County area.

APPENDIX B SECTION 3 DEFINITIONS

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor - any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Developer – For-profit and non-profit entities that apply to Mecklenburg County for funds to construct homes and apartments on County-owned land and to rehabilitate once-County-owned buildings. Developers – like contractors – are subject to Section 3 compliance for work performed in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3

(a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Grantee/Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Housing Development – low-income housing owned, developed, or operated by Mecklenburg County Community Development or its' grantees in accordance with HUD's regulations.

Labor hours: the number of hours paid by persons on a Section 3 project or employed with funds that include public housing financial assistance.

Low-income person – families (including single persons) whose incomes do not exceed 80% of the median income for the area, adjusted for household size.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business that meets at least one of the following criteria, documented within the last six-month period:

- 1) At least 51% owned and controlled by low- or very low-income persons; OR
- 2) Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; OR
- 3) A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 Covered Assistance –

- 1) Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in Section 135.38.

Section 3 Covered Contracts – a contract or subcontract in the amount of \$200,000 or more (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR).

Section 3 Covered Projects – a County-sponsored project (in a Mecklenburg County new construction, finance, or rehabilitation program) that is receiving County funds equivalent to or more than \$200,000.

Service area or neighborhood of the project: an area within one mile of the Section 3 project, or if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance or arising in connection with a Section 3 covered project.

Very low-income person – families (including single persons) whose income do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

YouthBuild – a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

APPENDIX C

EXAMPLES OF OUTREACH EFFORTS TO OFFER CONTRACTING, TRAINING & EMPLOYMENT OPPORTUNITIES TO SECTION 3 WORKERS

1. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to public housing units and common areas of all developments within the project's service area.
3. Working with Housing Choice Vouchers (HCV) program to inform voucher holders in the service area of opportunities for training and employment.
4. Utilizing HUD Opportunity Portal and Section 3 Business Registry to post employment opportunities, or to find Section 3 Businesses and/or Workers in the project's service area.
5. Referring Section 3 workers to local career service agency or other providers that offer resume building, interview preparation, job search and placement, financial literacy or other job readiness services.
6. Referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
7. Conducting job interviews at the housing development or developments where Section 3 workers reside, or at a location within the neighborhood or service area of the section 3 project.
8. Contacting agencies administering HUD YouthBuild programs and requesting their assistance in recruiting HUD YouthBuild program participants for any training and employment opportunities.
9. Holding one or more job fairs.
10. Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

APPENDIX D

EXAMPLES OF EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESSES

1. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Housing Authority.
2. Utilizing HUD Opportunity Portal and Section 3 Business Registry, and NC DOT Disadvantaged Business Registry to identify Section 3 Businesses in the project's service area and providing written notice of the contracting opportunity or sending invitations to bid directly to those businesses.
3. Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
4. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
5. Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
6. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
7. Contacting agencies administering HUD YouthBuild programs and notifying these agencies of the contracting opportunities.
8. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

APPENDIX E

SECTION 3 WORKER CERTIFICATION

A Section 3 Worker seeking preference in training and employment must certify eligibility (as defined in Section 75.5) by residency and household income. Please certify below and submit documentation of eligibility to the recipient contractor or subcontractor.

I, _____, am a legal resident of _____, (Worker Name)
 _____ (Community Name).

and meet the income eligibility guidelines for low- or very low-income person as published below (please mark the size and income limit that apply to your household):

Please check below the size and income limit that apply to your household	Number in Household	Low Income <i>Under 80% of Area Median Income</i>
☐	1 individual	
☐	2 individuals	
☐	3 individuals	
☐	4 individuals	
☐	5 individuals	
☐	6 individuals	
☐	7 individuals	
☐	8 individuals	

My permanent address is:

I have attached the following Section 3 Worker documentation:

- ☐ Copy of lease/mortgage or other acceptable verification indicating current address
- ☐ Copy of receipt of public housing or Section 8 assistance
- ☐ Copy of public assistance documentation
- ☐ Copy of annual income documentation
- ☐ Other: _____

I affirm that the information contained in this report, including the above statements, are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

 Worker's Signature

 Date

APPENDIX F

SECTION 3 BUSINESS CERTIFICATION

- To be completed by the business claiming Section 3 business status.

All contracts and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 Businesses, documentation of their status must be retained in the project files. Mecklenburg County considers this form adequate documentation of Section 3 status.

Projects that receive \$200,000 or more in HUD funds are "Section 3 projects". Contractors are required to report on all contracts they make both with Section 3 Businesses and with businesses that are not Section 3 Businesses.

This form is a tool to determine and document the Section 3 Business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

Business being certified:

Company: _____

Address: _____

Project information:

Project Name: _____

Project Address: _____

Section 3 determination

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)* OR by individuals that are current public housing residents or current residents of Section 8-assisted housing?
() Yes () No
2. Within the last three months, have 75% of all labor hours performed been performed by individuals whose household incomes are no greater than 80% of Area Median Income (AMI)?
() Yes () No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____

Print Name: _____ Date _____

APPENDIX G
SECTION 3 MONTHLY REPORT



Section 3 Monthly Status Report – Hiring / Subcontracting Activity

(For General Contractor – Submit both general contractor and subcontractor reports monthly; For Subcontractors – Submit to General Contractor monthly)

Instructions

1. The general contractor and all subcontractors (if applicable) must provide fully completed monthly status reports to the CDBG Program Administrator on their Section 3 Hiring Plan and Section 3 Subcontracting Plan progress. Incomplete forms will be rejected.
2. List all positions filled and subcontracts executed in connection with the Section 3 project to date and explain any changes from the approved Plan.
3. Submit all applicable related Section 3 Resident and Section 3 Business Certification forms (with supporting documentation) with the report.
4. Reports must be submitted to the CDBG Program Administrator by the general contractor no later than 10 days after the end of each month.

Project Name: _____

Month/Year of Report: _____

General Contractor: _____

GC Contact Name/Phone: _____

Subcontractor Name(s): _____

HUD Hiring Categories

- | | |
|---------------------------|------------------------------|
| 1) Professionals | 6) Craft Workers (skilled) |
| 2) Technicians | 7) Operatives (semi-skilled) |
| 3) Office and Clerical | 8) Laborers (unskilled) |
| 4) Officials and Managers | 9) Service Workers |
| 5) Sales | |

HIRING List job titles for all new hires AND names of persons hired for the project during this reporting period (e.g., Craft worker – John Smith)	Sec 3 Resident Hired? (Y/N)	Hiring Category	# of Sec 3 Residents Interviewed	Referral Sources Utilized	If Sec 3 Resident not hired, provide a reason*

SUBCONTRACTING Name of subcontractors contracted in connection with the project this reporting period	Section 3 Business Selected? (Y/N)	Dollar Value of Contract	Contract Date	# of Sec 3 businesses that bid on contract	Referral Sources Utilized	If Sec 3 Business not selected, provide a reason*

Describe efforts to provide Section 3 Residents and Businesses with first consideration for employment and contracting opportunities, and all outreach activities performed.

If no activity, explain*:

Date

Signature of Company Representative

*Must provide an answer

APPENDIX H
SECTION 3 ANNUAL REPORT



SECTION 3 ANNUAL REPORT

July 1, 2022 - June 30, 2023

Project Name: _____
 Month/Year of Report: _____
 General Contractor: _____
 GC Contact Name/Phone: _____
 Subcontractor Name(s): _____

If the total number of Section 3 hours OR the number of Targeted Section 3 hours reflects greater than "0" attach supporting payrolls AND the Section 3 Worker and Target Worker Information Sheet (link) for each employee.

Total Labor Hours	CDBG
Total Number of Activities	
Total Labor Hours	
Total Section 3 Worker Hours	
Total Targeted Section 3 Worker Hours	

If the total number of Section 3 hours OR the number of Targeted Section 3 hours reflects "0" choose one or more of the efforts below your company engaged in this month.

Qualitative Efforts - Number of Activities by Program	CDBG
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	
Direct, on-the job training (including apprenticeships).	
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	
Outreach efforts to identify and secure bids from Section 3 business concerns.	
Technical assistance to help Section 3 business concerns understand and bid on contracts.	
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	
Held one or more job fairs.	
Provided or connected residents with supportive services that can provide direct services or referrals.	
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	
Assisted residents with finding child care.	
Assisted residents to apply for, or attend community college or a four year educational institution.	
Assisted residents to apply for, or attend vocational/technical training.	
Assisted residents to obtain financial literacy training and/or coaching.	
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	



SECTION 3 ANNUAL REPORT

July 1, 2022 - June 30, 2023

Provided or connected residents with training on computer use or online technologies.	
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	

In the last 6 months your business is at least 51% owned and controlled by low-or very low-income persons.

In the last 6 months over 75% of the labor hours performed by your business over the past three-month period were performed by Section 3 workers.

In the last 6 months your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Date

Signature of Company Representative

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)]

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks. In the absence of not meeting Section 3 benchmarks, the Recipient made efforts including (check all that apply and provide documentation of effort(s)):

- ☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- ☐ Provided training or apprenticeship opportunities.
- ☐ Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
- ☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- ☐ Held one or more job fairs.
- ☐ Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
- ☐ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- ☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- ☐ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- ☐ Provided technical assistance to help Section 3 business concerns understand and bid on contracts. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- ☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- ☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- ☐ Other, please describe: _____

By signing this document, as an authorized employee of the Recipient, I certify the above efforts are true and accurate to the best of my knowledge and belief.

Recipient Signature

Date

EXHIBIT I – CDBG CONTRACT PROVISIONS

1. Compliance with Executive Order 11246 - During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, age, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, handicap or national origin.
 - c. The Contractor will send to each labor Mecklenburg or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor Mecklenburg or worker's representatives of commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or a veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. No segregated facilities will be maintained as required by Title VI of Civil Rights Acts of 1964.
 - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his book, records, timecards, and accounts by the administering agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.

- g. In the event of the Contractor's non-compliance with the non-discriminatory clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further grantee contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11236 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order, of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. Section 110, Chapter 69, Title 42, Housing and Community Development Act of 1974 (42 USC 5310) provides that "All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 USC 276a-276a-5): Provided that this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units."
3. Davis-Bacon Act (DBA) (40 USC 276A-276A-5) provides that contracts in excess of \$2,000 to which the United States is a party for the construction, alteration, and/or repair, including painting and decorating of public buildings or public works, which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.

Davis-Bacon Act (DBA) (40 USC 276A-276A-5) federal regulations will apply to this contract
General Decision Number: NC20230088 01/06/2023, Superseded General Decision Number:
NC20220088, State: North Carolina, Construction Type: Highway

4. Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333). CWHSSA provides that work in excess of 40 hours per week shall be compensated for at rates not less than one and one-half times the basic rate of pay. CWHSSA applies to both direct federal contracts and indirect federally assisted contracts except where the assistance is solely in the nature of a loan guarantee

or insurance. CWHSSA also applies to maintenance laborers and mechanics employed by public housing authorities.

5. Copeland Act (Anti-Kickback Act) (40 USC 276c) makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or

repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he/she is entitled under his contract of employment. The Act also requires contractors on covered projects to submit weekly a "Statement of Compliance" certifying that the contract has paid the required wages.

6. Fair Labor Standards Act of 1938, as Amended (FLSA), (29 USC 201, et.seq.) establishes minimum wage, overtime pay (40-hour workweek), recordkeeping, and child labor standards. When prevailing rates apply, in general all the above statutory provisions apply except to the rehabilitation of residential property only if such property contains no less than eight (8) units.
7. Audit, Inspection, and Retention of Records - The Contractor shall permit the Owner, Mecklenburg County, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect and audit any books, documents, papers, and records of the Contractor which are directly pertinent to the Contractor's performance under this Contract until the expiration of three (3) years after the Owner makes final payment under this Contract and all other pending matters are closed. Failure of the Contractor to produce or have available these records may result in debarment.
8. Energy Efficiency - The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
9. Violation or Breach of Contract - If any party violates or breaches any term of this Contract, such violation or breach shall be deemed to constitute a default, and the other parties have the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within fifteen (15) days after notice thereof by another party to comply with the conditions of the Contract, the party having provided such notice may terminate this Contract.
10. Termination for Default or Convenience
 - a. The Owner may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. The parties agree that the Owner shall not be liable for the cost of the Contractor doing business, his overhead, or salaries if this Contract is terminated.
 - b. If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, the Owner may terminate this Contract for default. Termination shall be effected by serving a "Notice of Termination" on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract.
 - c. In the event of a strike, fire, flood, or events which are not the fault of the Contractor, or

events that make it impossible or impractical for the Contractor to complete said work on schedule, the Owner, after establishing a new performance schedule, may allow the Contractor to continue work, or may treat the said events as a termination for convenience.

11. Subcontracts

- a. The Contractor shall not subcontract any work to be performed under this Contract to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
- b. The provisions enumerated herein (including Exhibits) shall be applied to and physically be made a part of any and all subcontracts entered into by the Contractor for the performance of any part of the work of this Contract. The Contractor shall notify the Owner and the Mecklenburg County in writing prior to executing such subcontracts so that a pre-construction conference may be scheduled with the subcontractor and Owner to review applicable contract provisions.

12. Section 3 Clause (Applicable if Contract amount exceeds \$200,000)

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed too low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The

Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
13. Environmental Protection (Applicable if Contract amount exceeds \$100,000) - The Contractor shall comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
14. Build America, Buy America (BABA) Act: On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note, unless covered by a waiver. The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022.

EXHIBIT J – BID BOND



BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Town of Huntersville in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Town of Huntersville shall award a contract to the Principal, the Principal shall, within ten (10) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Town of Huntersville makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have ten (10) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Town of Huntersville as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

Print or type Signer's Name

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Kemp Sigmon Construction Co., Inc. as
principal, and Atlantic Specialty Insurance Company, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
Town of Huntersville as obligee,
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 25th day of January, 2024

WHEREAS, the said principal is herewith submitting proposal for

Huntington Green Sidewalk Project

and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

Kemp Sigmon Construction Co., Inc. (SEAL)

By: [Signature] (SEAL)

(SEAL)

Atlantic Specialty Insurance Company (SEAL)

By: [Signature] (SEAL)

Angela Y. Buckner, Attorney-in-Fact

Surety Phone No. 952-852-2431

FORM OF BID BOND





Power of Attorney

Surety Bond No: Bid Bond

Principal: Kemp Sigmon Construction Co., Inc.
Obligee: Town of Huntersville

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Angela Y. Buckner, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

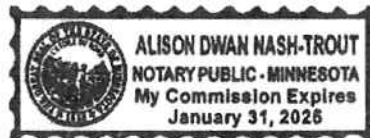
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of January, 2024.



Christopher V. Jerry, Secretary

EXHIBIT K - RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN TOWN OF HUNTERSVILLE CONSTRUCTION PROJECTS

Adopted: December 2, 2019

RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES

A. Purpose of Mandatory Settlement Conferences. These Rules are promulgated to implement a system of settlement events which are designated to focus the parties' attention on settlement rather than on claim preparation and to provide a structured opportunity for settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.

B. Applicability/Initiating the Dispute Resolution Process

1. Applicability. These Rules Implementing Mediated Settlement Conferences in Town of Huntersville Construction Projects ("Rules") shall apply to any party to a contract related to a Town of Huntersville construction project involving the erection, construction, alteration or repair of a building as required by N.C.G.S. § 143-128. These Rules shall also apply to any party to a contract, involving any other Town construction project, which by its terms incorporates these Rules. As used herein "party to a contract" shall include, but not be limited to, contractors, subcontractors, and design professionals and their subcontractors.
2. Initiating the Dispute Resolution Process. Any party to a contract who is a party to a dispute arising out of the construction process in which the amount in controversy is at least \$15,000 may submit a written request to the Town Representative for mediation of the dispute. As used herein, the "Town Representative" shall refer to the person(s) designated as the Town Representative for the purposes of these Rules, or if no one is so designated, "Town Representative" shall refer to the person(s) designated as project manager, project liaison, or notice agent(s) for the Town in the contract between the Town and prime contractor or Project Designer. Disputes of less than \$15,000 are not subject to these Rules.

Prior to submission of a written request for mediation to the Town Representative, the party(ies) requesting mediation,

- a. If a prime contractor, must have first submitted its claim to the Project Designer (Architect, Engineer or other as designated by the Town) for review. If the dispute is not resolved through the Project Designer's instructions, then the dispute becomes eligible for mediation in this dispute resolution process, and the party may submit their written request for mediation to the Town Representative.
- b. If the party requesting mediation is the Project Designer, then it must first submit its claim to the Town Representative to resolve. If the dispute is not resolved with the Town Representative's involvement, then the Project Designer's dispute is eligible for mediation in this dispute resolution process, and the Project Designer may submit its written request to the Town Representative for mediation.

- c. If the party requesting mediation is a subcontractor, it must first have submitted its claim for mediation to the prime contractor or design professional with whom it has a contract. If the dispute is not resolved through the prime contractor's or design professional's involvement, then the dispute becomes eligible for mediation in this dispute resolution process, and the party may submit its written request for mediation to the Town Representative.
3. If a matter or issue arises in the dispute resolution process that is not addressed by these Rules, the rules of procedure governing the Superior Court Mediation Program shall be used as a guide.

RULE 2. SELECTION OF MEDIATOR

- A. Selection of Certified Mediator by Agreement of the Parties. The parties may select a certified mediator pursuant to these Rules by agreement within 21 days of requesting mediation. The requesting party shall file with the Town Representative a Notice of Selection of Mediator by Agreement within 10 days of the request; however, any party may file the notice. Such notice shall state the name, address and telephone number of the mediator selected; state the rate of compensation of the mediator; state that the mediator and the other parties have agreed upon the selection and rate of compensation; and state that the mediator is certified pursuant to these Rules.
- B. Nomination and Town Representative Approval of a Non-Certified Mediator. The parties may select a mediator who does not meet the certification requirements of these Rules but who, in the opinion of the parties and the Town Representative is otherwise qualified by training or experience to mediate the action.

If the parties select a non-certified mediator, the requesting party shall file with the Town Representative a Nomination of Non-Certified Mediator within 10 days of the request. Such nomination shall state the name, address and telephone number of the mediator; state the training, experience or other qualifications of the mediator; state the rate of compensation of the mediator; and state that the mediator and opposing counsel have agreed upon the selection and rate of compensation.

The Town Representative shall rule on said nomination, shall approve or disapprove of the parties' nomination and shall notify the parties of its decision.

- C. Appointment of Mediator by the Town Representative. If the parties cannot agree upon the selection of a mediator, either the party or party's attorney shall notify the Town Representative and request, on behalf of the parties, that the Town Representative appoint a mediator. The request for appointment must be filed within 10 days after request to mediate and shall state that the parties have had a full and frank discussion concerning the selection of a mediator and have been unable to agree. The request shall state whether any party prefers a certified attorney mediator, and if so, the Town Representative shall appoint a certified attorney mediator. If no preference is expressed, the Town Representative may appoint a certified attorney mediator or a certified non-attorney mediator.

- D. Mediator Information Directory. To assist the parties in the selection of a mediator by agreement, the parties are free to utilize the list of certified mediators maintained by Mecklenburg County for the Superior Court Mediation Settlement Conference Program.
- E. Disqualification of Mediator. Any party may request replacement of the mediator by the Town Representative for good cause. Nothing in this provision shall preclude mediators from disqualifying themselves.

RULE 3. THE MEDIATED SETTLEMENT CONFERENCE

- A. Where Conference is to be Held. Unless all parties and the mediator otherwise agree, the mediated settlement conference shall be held in the Town of Huntersville. The mediator shall be responsible for reserving a place and making arrangements for the conference and for giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons and entities required to attend.
- B. When Conference is to be Held. The deadline for completion of the mediation shall be not less than 30 days nor more than 60 days after the naming of the mediator.
- C. Request to Extend Deadline for Completion. A party, or the mediator, may request that the Town Representative extend the deadline for completion of the conference. Such request shall state the reasons the extension is sought and shall be served by the moving party upon the other parties and the mediator. If any party does not consent to the request, said party shall promptly communicate its objection to the Town Representative.

The Town Representative may grant the request by setting a new deadline for completion of the conference or deny the request to extend the deadline.

- D. Recesses. The mediator may recess the conference at any time and may set times for reconvening. If the time for reconvening is set before the conference is recessed, no further notification is required for persons present at the conference.
- E. **The mediated settlement or the matter subject of the mediation conference shall not be cause for the delay of the construction project which is the focus of the dispute.**

RULE 4. DUTIES OF PARTIES AND OTHER PARTICIPANTS IN THE DISPUTE RESOLUTION PROCESS

- A. Attendance.
 - 1. All parties to the dispute originally presented to the Designer or Prime Contractor or County for initial resolution must attend the mediation. Failure of a party to attend the mediation may result in the Town's withholding of monthly payment to that party until such party attends the mediation, or if the party is a subcontractor the withholding of the subcontractor's payment by the contractor or design professional if the subcontractor's contract so provides.
 - 2. Attendance shall constitute physical attendance, not by telephone or other electronic means. Any attendee on behalf of a party must have authority from that party to bind it to any agreement reached as a result of the mediation.

3. Attorneys on behalf of parties may attend the mediation but are not required to do so.
 4. Sureties or insurance company representatives are not required to attend the mediation unless any monies paid or to be paid as a result of any agreement reached as a result of mediation require their presence or acquiescence. If such agreement or presence is required, then authorized representatives of the surety or insurance company must attend the mediation.
- B. Finalizing Agreement. If an agreement is reached in the conference, parties to the agreement shall reduce the terms to writing and sign it along with their counsel, if counsel is present.
- C. Mediation Fee. The mediation fee shall be divided equally among the parties to the dispute, unless otherwise agreed to as part of the mediation. If the Town is a party to the dispute, the Town shall pay its equal share of the mediator's fee based on the number of parties to the dispute, or 1/3 of the mediator's fee, whichever is greater as required by N.C.G.S. § 143-128(f1) in which case the remaining parties shall equally divide the remaining 2/3 of the mediator's fee.
- D. Failure to compensate mediator. Any party's failure to compensate the mediators in accordance with these Rules shall subject that party to a withholding of said amount of money from the party's monthly payment by the Town of Huntersville, or if the party is a subcontractor the withholding of the subcontractor's payment by the contractor or design professional if the subcontractor's contract so provides.

RULE 5. AUTHORITY AND DUTIES OF MEDIATOR

- A. Authority of Mediator.
1. Control of Conference. The mediator shall at all times be in control of the conference and the procedures to be followed.
 2. Private Consultation. The mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.
 3. Scheduling the Conference. The mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and mediator. In the absence of agreement, the mediator shall select the date for the conference.
- B. Duties of Mediator
1. The mediator shall define and describe the following at the beginning of the conference:
 - a. The process of mediation;
 - b. The difference between mediation and other forms of conflict resolution;
 - c. The costs of the mediated settlement conference;

- d. That the mediated settlement conference is not a trial, the mediator is not a judge, and the parties retain their legal rights if they do not reach settlement;
 - e. The circumstances under which the mediator may meet and communicate privately with any of the parties or with any other person;
 - f. Whether and under what conditions communications with the mediator will be held in confidence during the conference;
 - g. The inadmissibility of conduct and statements as provided by N.C.G.S. 7A-38.1(1);
 - h. The duties and responsibilities of the mediator and the participants; and
 - i. That any agreement reached will be reached by mutual consent.
2. Disclosure. The mediator has a duty to be impartial and to advise all participants of any circumstance bearing on possible bias, prejudice or partiality.
 3. Declaring Impasse. It is the duty of the mediator to timely determine that an impasse exists and that the conference should end.
 4. Reporting Results of Conference. The mediator shall report to the Town Representative within 10 days of the conference whether or not an agreement was reached by the parties. If an agreement was reached, the report shall state the nature of said agreement. The mediator's report shall inform the Town Representative of the absence of any party known to the mediator to have been absent from the mediated settlement conference without permission. The Town Representative may require the mediator to provide statistical data for evaluation of the mediated settlement conference program.
 5. Scheduling and Holding the Conference. It is the duty of the mediator to schedule the conference and conduct it prior to the deadline of completion set by these Rules. Deadlines for completion of the conference shall be strictly observed by the mediator unless said time limit is changed by a written order from the Town Representative.

RULE 6. COMPENSATION OF THE MEDIATOR

- A. By Agreement. When the mediator is stipulated by the parties, compensation shall be as agreed upon between the parties and the mediator provided that the provision of N.C.G.S. 143-128(f1) are observed.
- B. By Appointment. When the mediator is appointed by the Town Representative, the parties shall compensate the mediator for mediation services at the rate in accordance with the rate charged for Superior Court mediation. The parties shall also pay to the mediator a one-time per case administrative rate in accordance with the rate charged for Superior Court mediation, which is due upon appointment.

RULE 7. MEDIATOR CERTIFICATION.

All certified mediators shall be properly certified in accordance with the rules certifying mediators in Superior Court in North Carolina. (Except when otherwise allowed by the Town Representative upon the request of the parties to the mediation.) When selecting mediators, the parties may designate a preference for mediators with a background in construction law or public construction contracting. Such requirements, while preferred, are not mandatory under these Rules.

All mediators chosen must demonstrate either they are certified in accordance with these Rules Implementing Scheduled Mediated Settlement Conference in Superior Court or must gain the consent of the Town Representative to mediate any dispute in accordance with these Rules.

RULE 8. RULE AMENDMENTS.

These Rules are subject to amendment by the Town of Huntersville Board of Commissioners at any time the Town deems it appropriate. Further, these Rules may be modified or waived for a particular project by the Town Manager, provided that the Town contract(s) related to the project reflect such modification or waiver.

RULE 9. TIME LIMITS.

Any time limit provided for by these Rules may be waived or extended by the mediator for good cause shown. If a mediator has not yet been appointed, if the mediator has disqualified him/herself, or if the Town Representative is in the process of replacing the mediator as allowed by these Rules, the Town Representative shall decide all waivers or extensions of time for good cause shown.

EXHIBIT H – DAVIS BACON WAGES

"General Decision Number: NC20230088 01/06/2023

Superseded General Decision Number: NC20220088

State: North Carolina

Construction Type: Highway

Counties: Alamance, Anson, Cabarrus, Chatham, Davie, Durham, Forsyth, Gaston, Guilford, Mecklenburg, Orange, Person, Randolph, Rockingham, Stokes, Union and Yadkin Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered		Executive Order 14026	
into on or after January 30,		generally applies to the	
2022, or the contract is		contract.	
renewed or extended (e.g., an		The contractor must pay	
option is exercised) on or		all covered workers at	
after January 30, 2022:		least \$16.20 per hour (or	
		the applicable wage rate	
		listed on this wage	
		determination, if it is	
		higher) for all hours	
		spent performing on the	
		contract in 2023.	

If the contract was awarded on		Executive Order 13658	
or between January 1, 2015 and		generally applies to the	
January 29, 2022, and the		contract.	
contract is not renewed or		The contractor must pay all	
extended on or after January		covered workers at least	

30, 2022:	\$12.15 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://protect-us.mimecast.com/s/CYpWCmZgAjC0vw9SGUMqu?domain=dol.gov>.

Modification Number Publication Date
0 01/06/2023

SUNC2014-003 11/14/2014

Rates Fringes

BLASTER.....\$ 18.64

CARPENTER.....\$ 13.68 ** .05

CEMENT MASON/CONCRETE FINISHER...\$ 13.93 **

ELECTRICIAN

Electrician.....\$ 18.79 2.72

Telecommunications

Technician.....\$ 15.19 ** 1.25

IRONWORKER.....\$ 13.30 **

LABORER

Asphalt Raker and Spreader..\$ 12.78 **

Asphalt Screed/Jackman.....\$ 14.50 **

Carpenter Tender.....\$ 12.51 ** .27

Cement Mason/Concrete

Finisher Tender.....\$ 11.04 **

Common or General.....\$ 10.40 ** .01

Guardrail/Fence Installer...\$ 13.22 **

Pipelayer.....\$ 12.43 **

Traffic Signal/Lighting

Installer.....\$ 15.65 ** .24

PAINTER

Bridge.....\$ 23.77

POWER EQUIPMENT OPERATOR

Asphalt Broom Tractor.....\$ 10.00 **
Bulldozer Fine.....\$ 16.13 **
Bulldozer Rough.....\$ 14.36 **
Concrete Grinder/Groover....\$ 17.92
Crane Boom Trucks.....\$ 18.19
Crane Other.....\$ 19.83
Crane Rough/All-Terrain....\$ 19.10
Drill Operator Rock.....\$ 14.28 **
Drill Operator Structure....\$ 20.89
Excavator Fine.....\$ 16.95
Excavator Rough.....\$ 13.63 **
Grader/Blade Fine.....\$ 19.84
Grader/Blade Rough.....\$ 15.47 **
Loader 2 Cubic Yards or
Less.....\$ 13.31 **
Loader Greater Than 2
Cubic Yards.....\$ 16.19 **
Material Transfer Vehicle
(Shuttle Buggy).....\$ 15.44 **
Mechanic.....\$ 17.51
Milling Machine.....\$ 15.22 **
Off-Road Hauler/Water
Tanker.....\$ 11.83 **
Oiler/Greaser.....\$ 14.16 **
Pavement Marking Equipment..\$ 12.05 **
Paver Asphalt.....\$ 15.97 **
Paver Concrete.....\$ 18.20
Roller Asphalt Breakdown....\$ 12.79 **
Roller Asphalt Finish.....\$ 13.76 **
Roller Other.....\$ 12.08 **
Scraper Finish.....\$ 12.65 **
Scraper Rough.....\$ 11.50 **
Slip Form Machine.....\$ 19.60
Tack Truck/Distributor
Operator.....\$ 14.82 **

TRUCK DRIVER

GVWR of 26,000 or Less.....\$ 11.45 **
GVWR of 26,001 Lbs or
Greater.....\$ 13.57 ** .03

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

**** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.**

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://protect-us.mimecast.com/s/Vf7oCn5jBkUyn0khJUGAJ?domain=dol.gov>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Jackie Huffman, Deputy Town Manager

Date: March 4, 2024

Subject: FY 2025 Goals

EXPLAIN REQUEST:

Consider approval of FY 2025 Goals. There have been no changes, since previously reviewed, with the exception of this addition to the LAND USE DEVELOPMENT / PLANNING section: Conduct a Small Area Plan to study the Pottstown Community.

ACTION RECOMMENDED:

Approve goals

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. FY 25 Goals - February 2024

TOWN OF HUNTERSVILLE

DRAFT FY 2025 GOALS

Our vision is to be a safe, vibrant, and diverse community that is inclusive to all.

LAND USE DEVELOPMENT / PLANNING

Maintain a diverse long-range transportation and land use vision that provides a high quality of life

- **Begin** Implementation of **short and medium term** recommendations in the 2040 Huntersville Community Plan
- **Begin to** Implement recommendations in the Downtown Master Plan
- Consider adoption of the Mobility Plan
- **Conduct a Small Area Plan to study the Pottstown Community**

FINANCE

Maintain a balanced budget with a healthy fund balance to provide excellent services

- Maintain AAA **General Obligation** bond rating which will lower future borrowing costs of funding the CIP
- Issue Bond package for Transportation and Parks & Greenways to provide for future capital needs
- Seek federal, state, and county grants/partnerships (**CDBG grants, PARTF grants, and CRTPO funds**) to fund projects

PUBLIC SAFETY

Provide competent, courteous, professional, and community-oriented Police and Fire Services

- Enhance recruitment and training efforts to attract/retain quality officers
- Implement Magistrate services at HPD and Victim's Advocate programs
- Purchase site for Station 2 replacement and incorporate future funding for Station 2 and Station 5 in the CIP
- Continue transition to directly funded Town Fire department

TRANSPORTATION INFRASTRUCTURE

Advance transportation projects to completion

- Use Powell Bill funds to pave/resurface 5-7 miles of Town maintained streets

- Work with NCDOT to determine Gilead Road cross section
- Complete the following municipal street projects: Seagle Street/4th Street, Gibson Park Drive Phase 2, and Vanstory at Reese
- Complete the following sidewalk projects: Huntington Green Community, NC 115 at Harvest Point Drive, NC 115 from Bellamore to CVS, Bud Henderson from Kalston to Old Bud Henderson, and NC 115 from NMHS to Blythe Elementary
- Advocate/partner with NCDOT to advance local and regional projects
- Work with CATS to implement Micro-transit

PARKS AND RECREATION / GREENWAYS

Provide safe, attractive, and high-quality parks, facilities, programs, and greenways

- Develop Master Plan for Ramah Church Park/Station 5
- Construct North Mecklenburg Greenway
- Construct North Mecklenburg Park splash pad
- Negotiate Mecklenburg County agreement to fund Hwy 73 greenway bridge
- Diversify/expand event offerings/programs that incorporate physical and mental health

HOUSING

Provide a variety of housing options for all citizens

- Seek opportunities/partnerships with outside agencies like Lake Norman Community Development Corporation, Hope House, Ada Jenkins and Habitat for Humanity to advance affordable and workforce housing
- Seek funding or partnerships to revitalize and/or repair homes in areas of need such as Pottstown and Huntington Green
- Review recommendations from Mayoral Affordable Housing Task Force and determine next steps such as establishing an Attainable Housing Committee

SUSTAINABILITY / NATURAL RESOURCES / ENVIRONMENT

Seek sustainable options to protect our natural resources and environment

- Revise solar / renewable energy policy for Town electric customers
- Seek opportunities to convert the town fleet toward electric/hybrid vehicles and streetlights/parking lot lights to LED
- Seek comprehensive stormwater solution for downtown
- Establish Sustainability Committee and bring back recommendations for the Board of Commissioners to consider

FACILITIES / ASSET MANAGEMENT

Provide sufficient space for community meetings and municipal services

- Break ground and begin construction on new Town Hall
- Complete renovation of air filtration system at HFFA
- Begin utility burial along Gilead Road from post office to HES
- Begin construction on Hwy 73 electric substation to accommodate load growth and to build redundancy

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Brad Priest, Assistant Planner Director

Date: March 4, 2024

Subject: Call a public hearing for TA23-03: CD Rezoning Modifications

EXPLAIN REQUEST:

TA23-03 is a text amendment proposed by the Huntersville Planning Department staff to amend Chapter 3.1.2 and 11.4.7 k of the Huntersville Zoning Ordinance. The purpose of the text amendment is to clarify the intent of conditional rezoning districts, and to update the process through which code modifications are considered.

ACTION RECOMMENDED:

Consider calling a public hearing on TA23-03 for April 1, 2024.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Patrick Patterson, Planner I

Date: March 4, 2024

Subject: Conduct Public Hearing on Petition #TA24-01 Zoning Ordinance Text Amendment (HB 600)

EXPLAIN REQUEST:

Conduct public hearing on Petition #TA24-01, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 3.3.2(2)(d), 3.3.2-A(e), 3.3.2B(e), 3.3.3-A(e), 3.3.3(2)(d), and Article 8.17(3)(e) to bring the text into compliance with HB 600.

ACTION RECOMMENDED:

Conduct a Public Hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA24-01 Staff Report PH
2. House Bill 600
3. HOAB January 4, 2024 Minutes
4. Ordinance for HB 600 TA24-01
5. Text Amendment Application TA24-01

TA24-01 State Statue Updates (House Bill 600)

PART 1: DESCRIPTION

TA24-01 is a text amendment request by the Town of Huntersville Planning Department to comply with House Bill 600 regarding minor changes to language referencing stormwater runoff rules and programs. The change in text is to comply with state statues and constitutes no change in day-to-day practices.

PART 2: BACKGROUND

The proposed text amendment is in response to the passing of House Bill 600 which amends stormwater runoff rules and programs language. The Town attorneys drafted the proposed language so that it matched directly with the state statue.

The existing language states that there is no need to put in new or more extensive stormwater management systems for (i) already developed areas or (ii) redevelopment projects that do not reduce or remove current stormwater management systems.

The language being added specifies that, increased stormwater controls are only required for the newly created impervious surface beyond what existed before the redevelopment, regardless of whether it involves demolishing or relocating existing impervious surfaces.

The change in language does not constitute a change in practice when administering stormwater runoff. The change will update several sections of the zoning ordinance, but the effect of the language is the same throughout.

Below is the direct text from the zoning ordinance, with the added language bolded and underlined, and the removed language crossed through.

This Section 3.3.2 shall not require private property owners to install new or increased stormwater controls for (i) preexisting development or (ii) redevelopment activities that do not remove or decrease existing stormwater controls. When a preexisting development is redeveloped, either in whole or in part, increased stormwater controls shall only be required for the amount of impervious surface being created that exceeds the amount of impervious surface that existed before the ~~redevelopment. Provided, however, a~~ **redevelopment, irrespective of whether the impervious surface that existed before the redevelopment is to be demolished or relocated during the development activity.** A property owner may ~~voluntarily~~ elect to treat ~~all the~~ stormwater **resulting from the net increase in built-upon area above the** preexisting development ~~or redevelopment activities described herein~~ for the purpose of exceeding allowable density under the applicable water supply watershed rules as provided in as provided in G.S. 143-214.5(d3) and as further described in this Article 3.

The changes will require the below sections of the zoning ordinance to be amended:

- Article 3.3.2(2)(d)
- Article 3.2-A(e)
- Article 3.3.2-B(e)

- Article 3.3.3-A(e)
- Article 3.3.3(2)(d)
- Article 8.17(3)(e)

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

TA24-01 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 TA24-01 to comply with House Bill 600.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD-

On January 4th, 2024, The Huntersville Ordinances Advisory Board (HOAB) recommended approval with a vote of (8-0).

PART 6: PUBLIC HEARING

The Public Hearing is scheduled for March 4, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled for March 26, 2024.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. House Bill 600
4. HOAB Minutes

PART 9: STATEMENT OF CONSISTENCY – TA24-01		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA24-01, 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 TA24-01, 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...(Explain)	APPROVAL: In considering the proposed amendment TA24-01, 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...(Explain)
DENIAL: N/A	DENIAL: In considering the proposed amendment TA24-01, 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.... (Explain)	DENIAL: In considering the proposed amendment TA24-01, 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.... (Explain)

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2023**

**SESSION LAW 2023-137
HOUSE BILL 600**

AN ACT TO PROVIDE FURTHER REGULATORY RELIEF TO THE CITIZENS OF NORTH CAROLINA.

The General Assembly of North Carolina enacts:

PART I. AGRICULTURE, ENERGY, ENVIRONMENT, AND NATURAL RESOURCES PROVISIONS

WATER SUPPLY WATERSHED PROTECTION CHANGES

SECTION 1. G.S. 143-214.5 reads as rewritten:

"§ 143-214.5. Water supply watershed protection.

...

(d3) A local government implementing a water supply watershed program shall allow an applicant to exceed the allowable density under the applicable water supply watershed rules if all of the following circumstances apply:

- (1) The property was developed prior to the effective date of the local water supply watershed program.
- (2) The property has not been combined with additional lots after January 1, 2021.
- (3) The property has not been a participant in a density averaging transaction under subsection (d2) of this section.
- (4) The current use of the property is nonresidential.
- (5) ~~In the sole discretion, and at the voluntary election,~~ At the election of the property owner, the stormwater from ~~all of the existing and new~~ any net increase in built-upon area on the property above the preexisting development is treated in accordance with all applicable local government, State, and federal laws and regulations.
- (6) The remaining vegetated buffers on the property are preserved in accordance with the local water supply watershed protection program requirements.

...."

STORMWATER PROGRAM CHANGES

SECTION 2. G.S. 143-214.7 reads as rewritten:

"§ 143-214.7. Stormwater runoff rules and programs.

...

(b2) For purposes of implementing stormwater programs, "built-upon area" means impervious surface and partially impervious surface to the extent that the partially impervious surface does not allow water to infiltrate through the surface and into the subsoil. "Built-upon area" does not include a slatted deck; the water area of a swimming pool; a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric; a trail as defined in G.S. 113A-85 that is either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour); or landscaping material, including, but not limited to, gravel,



mulch, sand, and vegetation, placed on areas that receive pedestrian or bicycle traffic or on portions of driveways and parking areas that will not be compacted by the weight of a vehicle, such as the area between sections of pavement that support the weight of a vehicle. The owner or developer of a property may opt out of any of the exemptions from "built-upon area" set out in this subsection. For State stormwater programs and local stormwater programs approved pursuant to subsection (d) of this section, all of the following shall apply:

...

- (2) Development may occur within the area that would otherwise be required to be placed within a vegetative buffer required by the Commission pursuant to G.S. 143-214.1 and ~~G.S. 143-214.7~~ this section provided the stormwater runoff from the entire impervious area of the development is collected, treated, and discharged so that it passes through a segment of the vegetative buffer and is managed so that it otherwise complies with all applicable State and federal stormwater management requirements. For the purpose of this subdivision, the entire impervious area of the development shall not include any portion of a project that is within a North Carolina Department of Transportation or municipal right-of-way.

...

(b3) Stormwater runoff rules and programs shall not require private property owners to install new or increased stormwater controls for (i) preexisting development or (ii) redevelopment activities that do not remove or decrease existing stormwater controls. When a preexisting development is redeveloped, either in whole or in part, increased stormwater controls shall only be required for the amount of impervious surface being created that exceeds the amount of impervious surface that existed before the redevelopment. ~~Provided, however, a redevelopment, irrespective of whether the impervious surface that existed before the redevelopment is to be demolished or relocated during the development activity. A property owner may voluntarily elect to treat all the stormwater from resulting from the net increase in built-upon area above the preexisting development or redevelopment activities described herein~~ for the purpose of exceeding allowable density under the applicable water supply watershed rules as provided in G.S. 143-214.5(d3). This subsection applies to all local governments regardless of the source of their regulatory authority. Local governments shall include the requirements of this subsection in their stormwater ordinances.

...

(b5) An applicant for a new stormwater permit, or the reissuance of a permit due to transfer, modification, or renewal, shall have the option to submit a permit application for processing to a unit of local government with permitting authority in whose jurisdiction the project to be permitted is located, or, where a unit of local government with permitting authority in whose jurisdiction the project to be permitted is located has established a joint program with one or more units of local government pursuant to subsection (c) of this section, other local governments in the joint program.

(c) The Commission shall develop model stormwater management programs that may be implemented by State agencies and units of local government. Model stormwater management programs shall be developed to protect existing water uses and assure compliance with water quality standards and classifications. A State agency or unit of local government may submit to the Commission for its approval a stormwater control program or a stormwater permitting program for implementation within its jurisdiction. To this end, State agencies may adopt rules, and units of local government are authorized to adopt ordinances and regulations necessary to establish and enforce stormwater control ~~programs—programs and stormwater permitting programs.~~ Units of local government are authorized to create or designate agencies or subdivisions to administer and enforce the programs. Two or more units of local government are

authorized to establish a joint program or a joint stormwater permitting program and to enter into any agreements that are necessary for the proper administration and enforcement of the program.

...

(c7) The Department shall not require an applicant for a new permit to take any action with respect to an unaffiliated adjacent property and shall not condition issuance of a new permit on action to be taken by an existing permit holder with respect to the permitting of an unaffiliated adjacent property. For purposes of this section, the following definitions apply:

- (1) "Applicant" means the person applying for a new permit to be issued pursuant to this section and, if the applicant is a business entity, applicant also includes (i) the parent, subsidiary, or other affiliate of the applicant, (ii) a partner, officer, director, member, or manager of the business entity, parent, subsidiary, or other affiliate of the applicant, and (iii) any person with a direct or indirect interest in the applicant, other than a minority shareholder of a publicly traded corporation who has no involvement in management or control of the corporation or any of its parents, subsidiaries, or affiliates.
- (2) "Unaffiliated adjacent property" means a property (i) for which the applicant does not have, and has not had, an ownership interest and (ii) that is not subject to a permit issued pursuant to this section that also governs the property for which the new permit is sought.
- (3) As used in this section, the words "affiliate," "parent," and "subsidiary" have the same meaning as in 17 Code of Federal Regulations § 240.12b-2.

(c8) The Department shall rescind a permit issued under this section without the consent of the permit holder where the permitted development has not been initiated within five years after the date of permit issuance. No less than 90 days prior to rescission, the Department shall notify the permit holder of its intent to rescind the permit and allow the permit holder 60 days in which to respond and request an extension of the permit.

...."

AMEND STORMWATER FEE CONSIDERATIONS

SECTION 3.(a) G.S. 160A-314(a1) reads as rewritten:

- "(a1) (1) Before it establishes or revises a schedule of rates, fees, charges, or penalties for stormwater management programs and structural and natural stormwater and drainage systems under this section, the city council shall hold a public hearing on the matter. A notice of the hearing shall be given at least once in a newspaper having general circulation in the area, not less than seven days before the public hearing. The hearing may be held concurrently with the public hearing on the proposed budget ordinance.
- (2) The fees established under this subsection must be made applicable throughout the area of the city. Schedules of rates, fees, charges, and penalties for providing stormwater management programs and structural and natural stormwater and drainage system service may vary according to whether the property served is residential, commercial, or industrial property, the property's use, the size of the property, the area of impervious surfaces on the property, the quantity and quality of the runoff from the property, stormwater control measures in use by the property, the characteristics of the watershed into which stormwater from the property drains, and other factors that affect the stormwater drainage system. Rates, fees, and charges imposed under this subsection may not exceed the city's cost of providing a stormwater management program and a structural and natural stormwater and drainage system. The city's cost of providing a stormwater management program and a structural and natural stormwater and drainage system includes any costs

necessary to assure that all aspects of stormwater quality and quantity are managed in accordance with federal and State laws, regulations, and rules.

...."

SECTION 3.(b) G.S. 153A-277(a1) reads as rewritten:

- "(a1) (1) Before it establishes or revises a schedule of rates, fees, charges, or penalties for stormwater management programs and structural and natural stormwater and drainage systems under this section, the board of commissioners shall hold a public hearing on the matter. A notice of the hearing shall be given at least once in a newspaper having general circulation in the area, not less than seven days before the public hearing. The hearing may be held concurrently with the public hearing on the proposed budget ordinance.
- (2) The fees established under this subsection must be made applicable throughout the area of the county outside municipalities. Schedules of rates, fees, charges, and penalties for providing stormwater management programs and structural and natural stormwater and drainage system service may vary according to whether the property served is residential, commercial, or industrial property, the property's use, the size of the property, the area of impervious surfaces on the property, the quantity and quality of the runoff from the property, stormwater control measures in use by the property, the characteristics of the watershed into which stormwater from the property drains, and other factors that affect the stormwater drainage system. Rates, fees, and charges imposed under this subsection may not exceed the county's cost of providing a stormwater management program and a structural and natural stormwater and drainage system. The county's cost of providing a stormwater management program and a structural and natural stormwater and drainage system includes any costs necessary to assure that all aspects of stormwater quality and quantity are managed in accordance with federal and State laws, regulations, and rules.

...."

SECTION 3.(c) This section is effective when it becomes law and applies to stormwater program amendments and stormwater fee schedules adopted on or after that date.

EXEMPTION FROM REQUIREMENTS OF POST-CONSTRUCTION STORMWATER RULE

SECTION 4.(a) Definitions. – For purposes of this section, "Post-Construction Stormwater Rule" means 15A NCAC 02H .1001 (Post-Construction Stormwater Management: Purpose and Scope).

SECTION 4.(b) Post-Construction Stormwater Rule. – Until the effective date of the revised permanent rule that the Environmental Management Commission is required to adopt pursuant to subsection (d) of this section, the Commission shall implement the Post-Construction Stormwater Rule as provided in subsection (c) of this section.

SECTION 4.(c) Implementation. – Public linear transportation projects undertaken by an entity other than the North Carolina Department of Transportation or a unit of local government, which are part of a common plan of development, shall be exempt from the requirements of the Post-Construction Stormwater Rule.

SECTION 4.(d) Additional Rulemaking Authority. – The Commission shall adopt a rule to amend the Post-Construction Stormwater Rule consistent with subsection (c) of this section. Notwithstanding G.S. 150B-19(4), the rule adopted by the Commission 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 4.(e) Sunset. – This section expires when permanent rules adopted as required by subsection (d) of this section become effective.

MODIFY CERTAIN RULES RELATED TO DEVELOPMENT DENSITY IN WATER SUPPLY WATERSHEDS, AS APPLICABLE IN IREDELL COUNTY AND THE TOWN OF MOORESVILLE

SECTION 5.(a) Definitions. – For purposes of this section and its implementation, "Water Supply Watershed Project Density Rule" means 15A NCAC 02B .0624 (Water Supply Watershed Protection Program: Nonpoint Source and Stormwater Pollution Control).

SECTION 5.(b) Water Supply Watershed Project Density Rule. – Until the effective date of the revised permanent rule that the Environmental Management Commission is required to adopt pursuant to subsection (d) of this section, the Commission shall implement the Water Supply Watershed Project Density Rule as provided in subsection (c) of this section.

SECTION 5.(c) Implementation. – Notwithstanding 15A NCAC 02B .0624(7), Iredell County and the Town of Mooresville may regulate new development outside of WS-I watersheds and the critical areas of WS-II, WS-III, and WS-IV watersheds in accordance with the following requirement: a maximum of twenty percent (20%) of the land area of a water supply watershed outside of the critical area and within the local government's planning jurisdiction may be developed with new development projects and expansions of existing development of up to seventy percent (70%) built-upon area.

SECTION 5.(d) Additional Rulemaking Authority. – The Commission shall adopt a rule to amend the Water Supply Watershed Project Density Rule consistent with subsection (c) of this section. Notwithstanding G.S. 150B-19(4), the rule adopted by the Commission 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.

PHASED-IN MANDATORY COMMERCIAL AND RECREATIONAL REPORTING OF CERTAIN FISH HARVESTS

SECTION 6.(a) G.S. 113-170.3 reads as rewritten:

"§ 113-170.3. Record-keeping ~~requirements~~requirements; mandatory reporting for certain fisheries.

...

(d) Any person who recreationally harvests a fish listed in this subsection from coastal fishing waters, joint fishing waters, and inland fishing waters adjacent to coastal or joint fishing waters shall report that harvest to the Division of Marine Fisheries within the Department of Environment Quality in a manner consistent with rules adopted by the Marine Fisheries Commission and the Wildlife Resources Commission. The harvest of the following finfish species shall be reported:

- (1) Red Drum.
- (2) Flounder.
- (3) Spotted Seatrout.
- (4) Striped Bass.
- (5) Weakfish.

(e) Any person holding a commercial fishing license engaged in a commercial fishing operation who harvests any fish in coastal or joint fishing waters, regardless of sale, shall report that harvest to the Division of Marine Fisheries within the Department of Environmental Quality in a manner consistent with rules adopted by the Marine Fisheries Commission.

(f) Violation of subsection (d) or (e) of this section shall only be punishable by a verbal warning."

SECTION 6.(b) G.S. 113-170.3(f), as enacted by subsection (a) of this section, reads as rewritten:

"(f) Violation of subsection (d) or (e) of this section shall only be punishable by ~~a verbal warning~~ issuance of a warning ticket pursuant to G.S. 113-140. Notwithstanding G.S. 113-140(c), an inspector or protector may issue additional warning tickets for repeat violations of subsection (d) or (e) of this section."

SECTION 6.(c) G.S. 113-170.3(f), as enacted by subsection (a) of this section and amended by subsection (b) of this act, reads as rewritten:

"(f) Violation of subsection (d) or (e) of this section shall only ~~be punishable by issuance of a warning ticket pursuant to G.S. 113-140. Notwithstanding G.S. 113-140(c), a marine fisheries inspector may issue additional warning tickets for repeat violations of subsection (d) or (e) of this section.~~ be an infraction as provided in G.S. 14-3.1, punishable by a fine of thirty-five dollars (\$35.00). A person responsible for an infraction under this subsection shall not be assessed court costs, but the Fisheries Director of the North Carolina Division of Marine Fisheries is authorized to suspend, revoke, or refuse to issue a commercial or recreational fishing license for any individual guilty of an infraction for violations of subsection (d) or (e) of this section pursuant to G.S. 113-171. The Executive Director of the Wildlife Resources Commission is authorized to revoke or refuse to issue a recreational fishing license issued by the Wildlife Resources Commission for any individual guilty of an infraction for violations of subsection (d) or (e) of this section for two consecutive years or upon failure to pay outstanding infraction fines when required to do so."

SECTION 6.(d) The Marine Fisheries Commission and the Wildlife Resources Commission shall adopt temporary rules to implement this section and shall adopt permanent rules to replace the temporary rules. Temporary rules adopted in accordance with this section shall remain in effect until permanent rules that replace the temporary rules become effective.

SECTION 6.(e) The Department of Environmental Quality and the Wildlife Resources Commission shall report on the implementation and response to the fishery reporting requirements imposed by subsection (a) of this section, including potential incentives to encourage reporting, to the Joint Legislative Oversight Committee on Agriculture and Natural and Economic Resources no later than May 1 of each year.

SECTION 6.(f) Subsection (a) of this section becomes effective December 1, 2024, and applies to violations committed on or after that date. Subsection (b) of this section becomes effective December 1, 2025, and applies to violations committed on or after that date. Subsection (c) of this section becomes effective December 1, 2026, and applies to violations committed on or after that date. The remainder of this section is effective when it becomes law.

ESTABLISH CERTAIN REQUIREMENTS FOR ISSUANCE OF 401 CERTIFICATIONS BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY FOR CERTAIN DREDGING PROJECTS OR FOR PROJECTS INVOLVING THE DISTRIBUTION OR TRANSMISSION OF ENERGY OR FUEL

SECTION 7.(a) Article 21 of Chapter 143 of the General Statutes is amended by adding a new section to read:

"§ 143-214.1A. Water quality certification requirements for certain projects.

(a) The following requirements shall govern applications for certification filed with the Department pursuant to section 401 of the Clean Water Act, 33 U.S.C. § 1341(a)(1), for

maintenance dredging projects partially funded by the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund and projects involving the distribution or transmission of energy or fuel, including natural gas, diesel, petroleum, or electricity:

- (1) Within 30 days of the filing of such application, a supplemental application, or a supplemental information on a pending application, the Department shall (i) determine whether or not the application is complete and notify the applicant accordingly and (ii), if the Department determines an application is incomplete, specify all such deficiencies in the notice to the applicant. The applicant may file an amended application or supplemental information to cure the deficiencies identified by the Department for the Department's review. An application may be deemed incomplete only if it does not provide sufficient information necessary for the Department to determine if the proposed discharges into navigable waters will comply with State water quality requirements. If the Department fails to issue a notice as to whether or not the application is complete within the requisite 30-day period, the application shall be deemed complete. As used in this section, State water quality requirements means water quality standards approved by the United States Environmental Protection Agency pursuant to 33 U.S.C. § 1313(c)(3) and in effect for purposes of the federal Clean Water Act.
- (2) Within five days of the date the application is deemed complete, the Department shall issue a public notice soliciting comment on the application. The Department shall either approve or deny an application within (i) 60 days of the date the application is deemed complete if no public hearing is held or (ii) 90 days of the date the application is deemed complete if a public hearing is held. Failure of the Department to approve or deny the application within the requisite 60-day or 90-day period, as applicable, shall result in a waiver of the certification requirement by the State, unless the applicant agrees, in writing, to an extension of time, which shall not exceed one year from the State's receipt of the application for certification. The 60-day or 90-day period, as applicable, for the Department to approve or deny an application established by this subdivision shall constitute the "reasonable period of time" for State action on an application for purposes of 33 U.S.C. § 1341(a)(1), absent a negotiated agreement with the federal permitting or licensing authority to extend that time frame for a period not to exceed one year.
- (3) The Department shall issue a certification upon determining that the proposed discharges into navigable waters will comply with State water quality requirements. The Department shall include as conditions in a certification any applicable effluent limitations or other limitations necessary to assure the proposed discharges into navigable waters will comply with State water quality requirements. The Department shall not impose any other conditions in a certification.
- (4) The Department shall deny a certification application only if it determines that no reasonable conditions would provide assurance that the proposed discharges into navigable waters will comply with State water quality requirements. The denial shall include a statement explaining why the Department determined the proposed discharges into navigable waters will not comply with the State water quality requirements.
- (5) The Department may grant, deny, or waive certification but shall not require an applicant to withdraw an application.

(b) For the purposes of this section, the term "maintenance dredging project" means the repetitive removal of naturally recurring deposited bottom sediment such as sand, silt, and clays

in an existing navigation channel. The navigation channel may be a previously permitted channel that was constructed or maintained under permits issued by the State or federal government. If the navigation channel in use is a natural channel or, if a human-made channel was constructed before permitting was necessary, there shall be evidence that the channel was continuously used for a specific purpose. "Maintenance dredging project" does not include activities that increase the original depth and width of a human-made or natural channel to allow a new or expanded use of the channel."

SECTION 7.(b) This section is effective when it becomes law and applies to applications for 401 Certification pending or submitted on or after that date.

ENVIRONMENTAL MANAGEMENT COMMISSION TO STUDY NARRATIVE WATER QUALITY STANDARDS

SECTION 8. The Environmental Management Commission shall review 15A NCAC 02B .0208 (Standards for Toxic Substances and Temperature) to determine if the standards and methodologies for establishment of water quality criteria for specific pollutants included therein are scientifically sound, protective of human health and the environment, and result in water quality criteria that are technologically achievable without placing undue economic burdens on publicly owned treatment works and their ratepayers. In its review, the Commission shall examine (i) other states' narrative water quality standards and identify other states with more stringent and less stringent narrative standards and (ii) requirements established by the United States Environmental Protection Agency for development of narrative water quality standards and water quality criteria by states, as well as any discretion given to states to set standards and criteria. The Commission shall report its findings, including any recommendations for legislative action, to the Joint Legislative Commission on Governmental Operations no later than June 1, 2024.

DIRECT DEPARTMENT OF ENVIRONMENTAL QUALITY TO PREPARE A HUMAN HEALTH RISK ASSESSMENT FOR 1,4-DIOXANE IN DRINKING WATER AND EVALUATE COMMERCIALY AVAILABLE TECHNOLOGY TO REMOVE 1,4 DIOXANE FROM WASTEWATER EFFLUENT

SECTION 9.(a) The Department of Environmental Quality shall prepare a human health risk assessment of 1,4-dioxane in drinking water supported by peer-reviewed scientific studies. The Department shall deliver the assessment to the Joint Legislative Commission on Governmental Operations no later than May 1, 2024.

SECTION 9.(b) The North Carolina Collaboratory shall evaluate the technologies that are commercially available to remove 1,4-dioxane from wastewater effluent at facilities at various flow volumes, including at flow volumes of greater than 1 million gallons per day. The Department shall report its findings of the technical and economic feasibility and limitations of each treatment technology and a cost benefit analysis to the Joint Legislative Commission on Governmental Operations no later than May 1, 2024.

SHALLOW DRAFT NAVIGATION CHANNEL DREDGING AND AQUATIC WEED FUND CHANGES

SECTION 10. G.S. 143-215.73F reads as rewritten:

"§ 143-215.73F. Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund.

(a) Fund Established. – The Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund is established as a special revenue fund. The Fund consists of fees credited to it under G.S. 75A-3 and G.S. 75A-38, taxes credited to it under G.S. 105-449.126, and funds contributed by non-State entities.

(b) Uses of Fund. – Revenue in the Fund may only be used for the following purposes:

- (1) To provide the State's share of the costs associated with any dredging project designed to keep shallow draft navigation channels located in State waters or waters of the State located within lakes navigable and safe.
- (2) For aquatic weed control projects in waters of the State under Article 15 of Chapter 113A of the General Statutes. Funding for aquatic weed control projects is limited to one million dollars (\$1,000,000) in each fiscal year.
- (3) For administrative support of activities related to beach and inlet management in the State, limited to one hundred thousand dollars (\$100,000) in each fiscal year.
- (3a) For administrative support of Fund operations, limited to one hundred thousand dollars (\$100,000) in each fiscal year.
- (4) To provide funding for siting and acquisition of dredged disposal ~~easement sites associated with the maintenance of the Atlantic Intracoastal Waterway between the border with the state of South Carolina and the border with the Commonwealth of Virginia, under a Memorandum of Agreement between the State and the federal government.~~ sites.
- (5) For assessments and data collection regarding dredge material disposal sites located in the State.

(b1) Grants Authorized. – The Secretary is authorized to accept applications for grants for nonfederal costs of projects sponsored by (i) units of local government for the purpose set forth in subdivision (1) of subsection (b) of this section and (ii) units of local government and other entities for the purpose set forth in subdivision (2) of subsection (b) of this section.

(b2) Invoice Approval Required. – Any invoices submitted to the Secretary for reimbursement or payment from the Fund for projects undertaken for the purpose set forth in subdivision (1) of subsection (b) of this section shall be signed by the representative of unit of local government sponsoring the project.

(c) Cost-Share. – Any project funded by revenue from the Fund must be cost-shared with non-State dollars as follows:

- (1) The cost-share for dredging projects shall be at least one non-State dollar for every three dollars from the Fund.
- (2) Repealed by Session Laws 2022-74, s. 12.1(a), effective July 1, 2022.
- (3) The cost-share for an aquatic weed control project shall be at least one non-State dollar for every dollar from the Fund. The cost-share for an aquatic weed control project located within a component of the State Parks System shall be provided by the Division of Parks and Recreation of the Department of Natural and Cultural Resources. The Division of Parks and Recreation may use funds allocated to the State Parks System for capital projects under G.S. 143B-135.56 for the cost-share.
- (4) The cost-share for the dredging of the access canal around the Roanoke Island Festival Park shall be paid from the Historic Roanoke Island Fund established by G.S. 143B-131.8A.

(c1) Cost-Share Exemption for DOT Ferry Channel Projects. – Notwithstanding the cost-share requirements of subdivision (1) of subsection (c) of this section, no cost-share shall be required for dredging projects located, in whole or part, in a development tier one area for a ferry channel used by the North Carolina Department of Transportation.

(d) Return of Non-State Entity Funds. – Non-State entities that contribute to the Fund for a particular project or group of projects may make a written request to the Secretary that the contribution be returned if the contribution has not been spent or encumbered within two years of receipt of the contribution by the Fund. If the written request is made prior to the funds being spent or encumbered, the Secretary shall return the funds to the entity within 30 days after the

later of (i) receiving the request or (ii) the expiration of the two-year period described by this subsection.

(e) Definitions. – For purposes of this section, "shallow draft navigation channel" means (i) a waterway connection with a maximum depth of ~~16 feet~~ 18 feet, inclusive of the depth of overdepth for navigational depth compliance, between the Atlantic Ocean and a bay or the Atlantic Intracoastal Waterway, (ii) a river entrance to the Atlantic Ocean through which tidal and other currents flow, or (iii) other interior coastal waterways. The term includes the Atlantic Intracoastal Waterway and its side channels, Beaufort Harbor, Bogue Inlet, Carolina Beach Inlet, Mason Inlet, Rich Inlet, Tubbs Inlet, the channel from Back Sound to Lookout Back, channels connected to federal navigation channels, Lockwoods Folly River, Manteo/Shallowbag Bay, Southport Small Boat Harbors, including Oregon Inlet, Masonboro Inlet, New River, New Topsail Inlet, Rodanthe, Hatteras Inlet, Rollinson, Shallotte River, Silver Lake Harbor, and the waterway connecting Pamlico Sound and Beaufort Harbor.

...."

PROHIBIT DREDGING MORATORIUM PERIODS NOT OTHERWISE REQUIRED BY FEDERAL LAW

SECTION 10.5. G.S. 113-229 is amended by adding a new subsection to read:

"(e2) The Department shall not include any condition in a permit issued pursuant to subsection (e) of this section that restricts dredging activities to a specified time frame, except those time frames, or moratorium periods, that are required pursuant to the federal Clean Water Act and Endangered Species Act, regulations promulgated thereunder, or other applicable federal law."

FLOTATION DEVICES REQUIREMENTS

SECTION 11.(a) Article 21 of Chapter 143 of the General Statutes is amended by adding a new Part to read:

"Part 12. Submersible Polystyrene Devices.

"§ 143-215.74N. Definitions.

The following definitions apply in this Article:

- (1) Department. – The Department of Environmental Quality.
- (2) Dock. – An unenclosed structure used for mooring boats or for similar recreational uses, such as sunbathing or as a swimming platform, which may either float or be secured to the adjacent or underlying land.
- (3) Encapsulated. – A protective covering or physical barrier between the polystyrene device and the water.
- (4) Float or floating structure. – A structure supported by polystyrene foam flotation and held in place by piling and mooring devices, including boathouses, floating homes, marinas, walkways, boarding floats, or combination thereof.
- (5) Fuel float. – Any floating structure used to dispense any form of fuel or used to store, maintain, or repair boat engines.
- (6) Polystyrene foam flotation. – All products manufactured from expanded polystyrene foam beads with cell diameters of at least 0.125 inches used for flotation.
- (7) Repair or maintenance. – The reconstruction or renewal of any part of an existing floating structure for the purpose of its maintenance.
- (8) Submersible polystyrene device. – Any molded or expanded type of polystyrene foam used for flotation.

"§ 143-215.74O. Encapsulation and design requirements for submersible polystyrene devices.

(a) Except as provided in subsection (b) of this section, no person shall install a submersible polystyrene device on a dock, buoy, or float unless the device is encapsulated by a protective covering or designed to prevent the polystyrene from disintegrating into the waters of the State.

(b) The requirements of this section do not apply to any of the following:

- (1) Construction, maintenance, or operation of boats or vessels.
- (2) Polystyrene foam devices manufactured into extruded closed cell beads of no more than 0.125 inches in diameter.

(c) Any of the following methods of encapsulation shall be considered sufficient to meet the requirements of this section:

- (1) Concrete of at least 1 inch in thickness.
- (2) Galvanized steel of at least 0.065 inches or 16 gauge in thickness.
- (3) Liquid coatings of at least 0.03 inches in thickness, chemically or securely bonded to the polystyrene foam flotation.
- (4) Rigid plastics of at least 0.05 inches in thickness.
- (5) Fiberglass or plastic resins of at least 0.03 inches in thickness, chemically or securely bonded to the polystyrene foam flotation.

"§ 143-215.74P. Polystyrene containment requirement for construction and maintenance activities.

Any polystyrene foam flotation or part thereof installed, removed, replaced, or repaired during construction or maintenance activities must be effectively contained. All unused or replaced polystyrene foam must be removed from the waters of the State and lawfully disposed.

"§ 143-215.74Q. Requirements for polystyrene foam on fuel floats.

All polystyrene foam flotation used on fuel floats or floating structures used to store, maintain, or repair boat engines must be encapsulated with materials that are not subject to degradation by fuel oils or products.

"§ 143-215.74R. Prohibited sales.

No person shall sell any polystyrene foam buoys, markers, ski floats, bumpers, fish trap markers, or similar devices unless encapsulated by a protective covering in accordance with this Article and rules adopted by the Department to implement this Article.

"§ 143-215.74S. Rulemaking authority.

The Department shall adopt rules to implement this Article."

SECTION 11.(b) This section becomes effective January 1, 2025, and applies to any polystyrene foam flotation sold or used in the State after that date.

ADD NEW PROCEDURAL REQUIREMENTS FOR COASTAL AREA MANAGEMENT ACT GUIDELINES

SECTION 12.(a) G.S. 113A-107 reads as rewritten:

"§ 113A-107. State guidelines for the coastal area.

(a) State guidelines for the coastal area shall consist of statements of objectives, policies, and standards to be followed in public and private use of land and water areas within the coastal area. Such guidelines shall be consistent with the goals of the coastal area management system as set forth in G.S. 113A-102. They shall give particular attention to the nature of development which shall be appropriate within the various types of areas of environmental concern that may be designated by the Commission under Part 3. Land and water areas addressed in the State guidelines may include underground areas and resources, and airspace above the land and water, as well as the surface of the land and surface waters. Such guidelines shall be used in the review of applications for permits issued pursuant to this Article and for review of and comment on proposed public, private and federal agency activities that are subject to review for consistency with State guidelines for the coastal area. Such comments shall be consistent with federal laws and regulations.

(b) The Commission shall be responsible for the preparation, adoption, and amendment of the State guidelines. In exercising this function it shall be furnished such staff assistance as it requires by the Secretary of Environmental Quality and the Secretary of the Department of Administration, together with such incidental assistance as may be requested of any other State department or agency.

(c) The Commission shall mail proposed as well as adopted rules establishing guidelines for the coastal area to all cities, counties, and lead regional organizations within the area and to all State, private, federal, regional, and local agencies the Commission considers to have special expertise on the coastal area. A person who receives a proposed rule may send written comments on the proposed rule to the Commission within 30 days after receiving the proposed rule. The Commission shall consider any comments received in determining whether to adopt the proposed rule.

(d), (e) Repealed by Session Laws 1987, c. 827, s. 134.

(f) The Commission shall review its rules establishing guidelines for the coastal area at least every five years to determine whether changes in the rules are needed.

(g) State guidelines adopted pursuant to this section shall be made available to the public on the Department's website by posting: (i) the guidelines in their entirety; or (ii) a link to the guidelines in the North Carolina Administrative Code on the Office of Administrative Hearings website. As required by G.S. 150B-21.19(1), each guideline shall cite the law under which the rule was adopted."

SECTION 12.(b) G.S. 113A-110 reads as rewritten:

"§ 113A-110. Land-use plans.

(a) A land-use plan for a county shall, for the purpose of this Article, consist of written statements of objectives, policies, and standards to be followed in public and private use of land within the county, which shall be supplemented by maps showing the appropriate location of particular types of land or water use and their relationships to each other and to public facilities and by specific criteria for particular types of land or water use in particular areas. The plan shall give special attention to the protection and appropriate development of areas of environmental concern designated under Part 3. The plan shall be consistent with the goals of the coastal area management system as set forth in G.S. 113A-102 and with the State guidelines adopted by the Commission under G.S. 113A-107. The plan shall be adopted, and may be amended from time to time, in accordance with the procedures set forth in this section.

...."

SECTION 12.(c) G.S. 113A-120 reads as rewritten:

"§ 113A-120. Grant or denial of permits.

- (a) The responsible official or body shall deny an application for a permit upon finding:
- (1) In the case of coastal wetlands, that the development would contravene an order that has been or could be issued pursuant to G.S. 113-230.
 - (2) In the case of estuarine waters, that a permit for the development would be denied pursuant to G.S. 113-229(e).
 - (3) In the case of a renewable resource area, that the development will result in loss or significant reduction of continued long-range productivity that would jeopardize one or more of the water, food or fiber requirements of more than local concern identified in subdivisions a through c of G.S. 113A-113(b)(3).
 - (4) In the case of a fragile or historic area, or other area containing environmental or natural resources of more than local significance, that the development will result in major or irreversible damage to one or more of the historic, cultural, scientific, environmental or scenic values or natural systems identified in subdivisions a through h of G.S. 113A-113(b)(4).
 - (5) In the case of areas covered by G.S. 113A-113(b)(5), that the development will jeopardize the public rights or interests specified in said subdivision.

- (6) In the case of natural hazard areas, that the development would occur in one or more of the areas identified in subdivisions a through e of G.S. 113A-113(b)(6) in such a manner as to unreasonably endanger life or property.
- (7) In the case of areas which are or may be impacted by key facilities, that the development is inconsistent with the written State guidelines or the local land-use plans, or would contravene any of the provisions of subdivisions (1) to (6) of this subsection.
- (8) In any case, that the development is inconsistent with the written State guidelines or the local land-use plans.
- (9) In any case, that considering engineering requirements and all economic costs there is a practicable alternative that would accomplish the overall project purposes with less adverse impact on the public resources.
- (10) In any case, that the proposed development would contribute to cumulative effects that would be inconsistent with the written guidelines set forth in subdivisions (1) through (9) of this subsection. Cumulative effects are impacts attributable to the collective effects of a number of projects and include the effects of additional projects similar to the requested permit in areas available for development in the vicinity.

...."

REQUIRE STATUTORY OR REGULATORY CITATION FOR ANY CONDITIONS IN A PERMIT ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

SECTION 13. Article 7 of Chapter 143B of the General Statutes is amended by adding a new section to read:

"§ 143B-279.4A. Requirement for Department-issued permits to include statutory or regulatory authority for conditions.

The Department shall include in any permit issued by the Department the statutory or regulatory authority for each permit condition required by the Department."

REVISE 2020 FARM ACT TMDL TRANSPORT FACTOR CALCULATION APPLICABILITY

SECTION 14. Section 15 of S.L. 2020-18 reads as rewritten:

"SECTION 15.(a) Notwithstanding 15A NCAC 02B .0701 (Nutrient Strategies Definitions), 15A NCAC 02B .0703 (Nutrient Offset Credit Trading), and 15A NCAC 02B .0713 (Neuse Nutrient Strategy: Wastewater Discharge Requirements), nutrient offset credits shall be applied to a wastewater permit by applying the TMDL transport factor to the permitted wastewater discharge and to the nutrient offset ~~credits~~. credits as specified in the 1999 Phase I TMDL.

"SECTION 15.(b) Subsection (a) of this section applies only to wastewater discharge permit applications for a local government located in the Neuse River Basin with a customer base of fewer than 15,000 connections.

"SECTION 15.(c) ~~No later than August 1, 2020, the~~ The Department of Environmental Quality, in conjunction with affected parties, ~~shall~~ may begin the modeling necessary to determine new transport zones and delivery factors for the Neuse River Basin for point source discharges and nutrient offset credits. Once the Department has completed the watershed modeling, it shall provide the Environmental Management Commission a list of qualified professionals from which the Commission shall select at least two to validate the modeling. If each of the professionals selected by the Commission validate the model, the Environmental Management Commission shall ~~may~~ use the modeling and other information provided during the public comment period to adopt new transport zones and delivery ~~factors~~ factors, if warranted,

by rule. ~~The Environmental Management Commission may adopt temporary rules to implement this section.~~

"SECTION 15.(d) This section is effective when it becomes law. ~~Subsections (a) and (b)~~ Subsection (a) of this section shall expire when the rule required by subsection (c) of this section becomes effective."

CLARIFY CERTAIN ENVIRONMENTAL PERMITTING LAWS APPLICABLE TO AGRICULTURAL ACTIVITIES

SECTION 15.(a) G.S. 143-215.1 reads as rewritten:

"§ 143-215.1. Control of sources of water pollution; permits required.

(a) Activities for Which Permits Required. – Except as provided in subsection (a6) of this section, no person shall do any of the following things or carry out any of the following activities unless that person has received a permit from the Commission and has complied with all conditions set forth in the permit:

- ...
- (12) Construct or operate an animal waste management system, as defined in G.S. 143-215.10B, without obtaining a permit under ~~either this Part or Part 1A~~ of this Article.

...."

SECTION 15.(b) G.S. 143-215.10C reads as rewritten:

"§ 143-215.10C. Applications and permits.

...

(c) The Commission shall act on a permit application as quickly as possible and may conduct any inquiry or investigation it considers necessary before acting on an application. No permit shall be denied, and no condition shall be attached to a permit, except when the Commission finds that the denial or conditions are necessary to effectuate the purposes of this Part.

...

(j) Any person subject to the requirements of this section who is required to obtain an individual or general permit from the Commission for an animal waste management system pursuant to this Part shall have a compliance boundary as may be established by rule or permit for various categories of animal waste management systems and beyond which groundwater quality standards may not be exceeded. Multiple contiguous properties under common ownership and permitted for use as an animal waste management system shall be treated as a single property for the purposes of determining a compliance boundary and setbacks to property lines.

(k) Where operation of an animal waste management system permitted pursuant to this section results in the exceedance of groundwater quality standards at or beyond the compliance boundary, the Commission shall require the permittee to undertake corrective action, without regard to the date the system was first permitted, to restore the groundwater quality by assessing the cause, significance, and extent of the violation of standards and submit the results of the investigation and a plan, including a proposed schedule, for corrective action to the Secretary. The permittee shall implement the plan as approved by, and in accordance with, a schedule established by the Secretary. In establishing a schedule for corrective action, the Secretary shall consider any reasonable schedule proposed by the permittee.

(l) A permit applicant, a permittee, or a third party who is dissatisfied with a decision of the Commission may commence a contested case by filing a petition under G.S. 150B-23 within 30 days after the Commission notifies the applicant or permittee of its decision. If the permit applicant, the permittee, or a third party does not file a petition within the required time, the Commission's decision is final and is not subject to review."

SECTION 15.(c) The Environmental Management Commission may adopt rules to implement this section.

PROHIBIT SALE OF NUTRIENT OFFSETS FROM MUNICIPAL NUTRIENT OFFSET BANKS TO ANY ENTITY OTHER THAN A GOVERNMENT ENTITY OR A UNIT OF LOCAL GOVERNMENT

SECTION 16.(a) G.S. 143-214.26 reads as rewritten:

"§ 143-214.26. Nutrient offset credits.

(a) Nutrient offset credits may be purchased to offset nutrient loadings to surface waters as required by the Environmental Management Commission. Nutrient offset credits shall be effective for the duration of the nutrient offset project unless the Department of Environmental Quality finds the credits are effective for a limited time period. Nutrient offset projects authorized under this section shall be consistent with rules adopted by the Commission for implementation of nutrient management strategies.

(b) A government entity, as defined in G.S. 143-214.11, may purchase nutrient offset credits through either:

- (1) Participation in a nutrient offset bank that has been approved by the Department if the Department approves the use of the bank for the required nutrient offsets.
- (2) Payment of a nutrient offset fee established by the Department into the Riparian Buffer Restoration Fund established in G.S. 143-214.21.

(c) A party other than a government entity, as defined in G.S. 143-214.11, may purchase nutrient offset credits through either:

- (1) Participation in a nutrient offset bank that has been approved by the Department if the Department approves the use of the bank for the required nutrient offsets.
- (2) Payment of a nutrient offset fee established by the Department into the Riparian Buffer Restoration Fund established in G.S. 143-214.21. This option is only available to an applicant who demonstrates that the option under subdivision (1) of this subsection is not available.

(d) To offset NPDES-permitted wastewater nutrient sources, credits may only be acquired from nutrient offset projects located in either of the following areas:

- (1) The same hydrologic area. For purposes of this subdivision, "hydrologic area" means an eight-digit cataloging unit designated by the United States Geological Survey.
- (2) A location that is downstream from the source and upstream from the water body identified for restoration under the applicable TMDL or nutrient management strategy.

(e) To offset stormwater or other nutrient sources, credits may only be acquired from an offset project located within the same hydrologic area, as defined in G.S. 143-214.11.

(f) The permissible credit sources identified in subsections (d) and (e) of this section may be further limited by rule as necessary to achieve nutrient strategy objectives.

(g) No nutrient offset bank approved by the Department and owned by a unit of local government, as defined in G.S. 143-214.11, shall sell nutrient offset credits to an entity other than a government entity or a unit of local government, as those terms are defined in G.S. 143-214.11."

SECTION 16.(b) This section is effective when it becomes law and applies to nutrient offset banks owned by a unit of local government and approved by the Department of Environmental Quality on or after that date, except that this section shall not apply to a unit of local government that has a nutrient offset banking instrument approved by the Department prior to the effective date of this section.

SHORTEN SEPTAGE MANAGEMENT PERMITTING REVIEW AND CLARIFY PUMPER TRUCK FEE

SECTION 17. G.S. 130A-291.1 reads as rewritten:

"§ 130A-291.1. Septage management program; permit fees.

...

(c) No septage management firm shall commence or continue operation that does not have a permit issued by the Department. The permit shall be issued only when the septage management firm satisfies all of the requirements of the rules adopted by the Commission. Within ~~90-60 business~~ days of receiving a complete permit application, the Department shall grant or deny the permit in accordance with G.S. 130A-294(a)(4). If the permit application is denied, the Department shall return the permit application citing the reasons for the denial in writing. If the Department does not act on a complete permit application for a new septage management firm within 60 business days, the septage management firm is deemed permitted and may begin operation if all other applicable requirements of this section, G.S. 130A-291.3, and the rules adopted by the Commission are met. A septage management firm that commences operation without first having obtained a permit shall cease to operate until the firm obtains a permit under this section and shall pay an initial annual fee equal to twice the amount of the annual fee that would otherwise be applicable under subsection (e) of this section.

...

(e) A septage management firm that operates one pumper truck shall pay an annual fee of five hundred fifty dollars (\$550.00) to the Department. A septage management firm that operates two or more pumper trucks shall pay an annual fee of eight hundred dollars (\$800.00) to the Department. For the purposes of determining the fee assessed pursuant to this subsection, the number of trucks operated by a septage management firm shall be limited to only those pumper trucks and vehicles used in the transportation, containment, or consolidation of liquid septage that transport septage on State-maintained roads.

...."

WASTEWATER DESIGN FLOW RATE MODIFICATIONS

SECTION 18. G.S. 143-215.1(f3) reads as rewritten:

"(f3) The permittee for a wastewater ~~treatment system~~ may system:

- (1) May calculate its wastewater flows for new dwelling units, including units discharging to wastewater systems serving two or more dwelling units that have yet to be connected and for which the permittee has allocated capacity, at 75 gallons per day per bedroom, or at a lower rate approved by the Department. If wastewater flows are calculated pursuant to this subdivision, the minimum volume of sewage from each dwelling unit is 75 gallons per day and each additional bedroom above one bedroom increases the volume by 75 gallons per day.
- (2) Shall calculate its wastewater flows for new dwelling units discharging to wastewater systems serving two or more dwelling units that have yet to be connected and for which the permittee has not allocated capacity at 75 gallons per day per bedroom, or at a lower rate approved by the Department. For wastewater flows calculated pursuant to this subdivision, the minimum volume of sewage from each dwelling unit is 75 gallons per day and each additional bedroom above one bedroom increases the volume by 75 gallons per day."

SECTION 18.1.(a) Definitions. – For purposes of this section and its implementation:

- (1) "Dwelling Wastewater Design Flow Rate Rule" means 15A NCAC 02T .0114 (Wastewater Design Flow Rates) as it applies to dwelling units.

- (2) "Demonstration of Future Wastewater Treatment Capacities Rule" means 15A NCAC 02T .0118 (Demonstration of Future Wastewater Treatment Capacities).

SECTION 18.1.(b) Dwelling Wastewater Design Flow Rate Rule and Demonstration of Future Wastewater Treatment Capacities Rule. – Until the effective date of the revised permanent rules that the Environmental Management Commission is required to adopt pursuant to subsection (d) of this section, the Commission shall implement the Dwelling Wastewater Design Flow Rate Rule and the Demonstration of Future Wastewater Treatment Capacities Rule as provided in subsection (c) of this section.

SECTION 18.1.(c) Implementation. – The Environmental Management Commission shall amend:

- (1) The Wastewater Design Flow Rate Rule as it applies to the determination of the volume of sewage from dwelling units under subsection (b) of that rule to be consistent with flow rates established pursuant to G.S. 143-215.1(f3), as amended by Section 18 of this act.
- (2) The Demonstration of Future Wastewater Treatment Capacities Rule as it applies to be consistent with G.S. 143-215.1(f4) and G.S. 143-215.1(f5), as enacted by Section 1 of S.L. 2023-55.

SECTION 18.1.(d) Additional Rulemaking Authority. – The Commission shall adopt rules to amend the Dwelling Wastewater Design Flow Rate Rule and the Demonstration of Future Wastewater Treatment Capacities Rule consistent with subsection (c) of this section. Notwithstanding G.S. 150B-19(4), the rules adopted by the Commission 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 18.1.(e) Applicability and Sunset. – Rules adopted pursuant to subdivision (1) of subsection (c) of this section apply to all permits for dwelling units issued on or after November 1, 2023. This section expires when permanent rules adopted as required by subsection (d) of this section become effective.

SECTION 18.2. The Environmental Management Commission shall study whether to amend the flow rates established pursuant to 15A NCAC 02T .0114(c) for schools, charter schools, boarding schools, preschools, and day care facilities, including schools with or without cafeterias, gyms, and showers, to consider reduced water consumption associated with new plumbing fixtures and appliances.

PROHIBIT DISPOSAL OF LITHIUM-ION BATTERIES IN LANDFILLS; LIMIT DISPOSAL OF SOLAR PANELS TO LINED LANDFILLS AND OTHER APPROVED FACILITIES

SECTION 19.(a) G.S. 130A-309.10 reads as rewritten:

"§ 130A-309.10. Prohibited acts relating to packaging; coded labeling of plastic containers required; disposal of certain solid wastes in landfills or by incineration prohibited.

...

- (f) No person shall knowingly dispose of the following solid wastes in landfills:
- (1) Repealed by Session Laws 1991, c. 375, s. 1.
 - (2) Used oil.
 - (3) Yard trash, except in landfills approved for the disposal of yard trash under rules adopted by the Commission. Yard trash that is source separated from

solid waste may be accepted at a solid waste disposal area where the area provides and maintains separate yard trash composting facilities.

- (4) White goods.
- (5) Antifreeze (ethylene glycol).
- (6) Aluminum cans.
- (7) Whole scrap tires, as provided in G.S. 130A-309.58(b). The prohibition on disposal of whole scrap tires in landfills applies to all whole pneumatic rubber coverings, but does not apply to whole solid rubber coverings.
- (8) Lead-acid batteries, as provided in G.S. 130A-309.70.
- (9) Repealed by Session Laws 2011-394, s. 4, effective July 1, 2011.
- (10) Motor vehicle oil filters.
- (11) Recyclable rigid plastic containers that are required to be labeled as provided in subsection (e) of this section, that have a neck smaller than the body of the container, and that accept a screw top, snap cap, or other closure. The prohibition on disposal of recyclable rigid plastic containers in landfills does not apply to rigid plastic containers that are intended for use in the sale or distribution of motor oil or pesticides.
- (12) Wooden pallets, except that wooden pallets may be disposed of in a landfill that is permitted to only accept construction and demolition debris.
- (13) Oyster shells.
- (14) Discarded computer equipment, as defined in G.S. 130A-309.131.
- (15) Discarded televisions, as defined in G.S. 130A-309.131.
- (16) Lithium-ion batteries.

(f1) No person shall knowingly dispose of the following solid wastes by incineration in an incinerator for which a permit is required under this Article:

- (1) Antifreeze (ethylene glycol) used solely in motor vehicles.
- (2) Aluminum cans.
- (3) Repealed by Session Laws 1995 (Regular Session, 1996), c. 594, s. 17.
- (4) White goods.
- (5) Lead-acid batteries, as provided in G.S. 130A-309.70.
- (6) Repealed by Session Laws 2011-394, s. 4, effective July 1, 2011.
- (7) Discarded computer equipment, as defined in G.S. 130A-309.131.
- (8) Discarded televisions, as defined in G.S. 130A-309.131.
- (9) Lithium-ion batteries.

...

(m) No person shall knowingly dispose of fluorescent lights and thermostats that contain mercury in a sanitary landfill for the disposal of construction and demolition debris waste that is unlined or in any other landfill that is unlined.

(n) No person shall knowingly dispose of photovoltaic modules, or components thereof, in a sanitary landfill for the disposal of construction and demolition debris waste that is unlined or in any other landfill that is unlined. Photovoltaic modules, or components thereof, not shipped for reuse, are incapable of being recycled, and do not meet the definition of hazardous waste shall be properly disposed of in (i) an industrial landfill or (ii) a municipal solid waste landfill. PV modules that meet the definition of a hazardous waste shall comply with hazardous waste requirements for recycling and disposal, as applicable. For purposes of this subsection, "photovoltaic module" or "PV module" means the smallest nondivisible, environmentally protected assembly of photovoltaic cells or other photovoltaic collector technology and ancillary parts, including associated wiring, control devices, and switches, to generate electrical power under sunlight."

SECTION 19.(b) The Department of Environmental Quality shall study proper handling of end-of-life lithium-ion batteries, and specifically whether any exceptions to a ban on

disposal in landfills based on the size of a battery are appropriate. The Department shall report its findings, including any recommendations for legislative action, to the Environmental Review Commission no later than May 1, 2024.

SECTION 19.(c) Subsection (a) of this section becomes effective December 1, 2026, and applies to offenses committed on or after that date. The remainder of this section is effective when it becomes law.

CLARIFY BROWNFIELD PROGRAM CONSTRUCTION

SECTION 20. G.S. 130A-310.37(a) reads as rewritten:

"(a) This Part is not intended and shall not be construed to:

- (1) Affect the ability of local governments to regulate land use under Chapter 160D of the General Statutes. The use of the identified brownfields property and any land-use restrictions in the brownfields agreement shall be consistent with local land-use controls adopted under those statutes.
- (2) Amend, modify, repeal, or otherwise alter any provision of any remedial program or other provision of this Chapter, Chapter 143 of the General Statutes, or any other provision of law relating to civil and criminal penalties or enforcement actions and remedies available to the Department, except as may be provided in a brownfields agreement.
- (3) Prevent or impede the immediate response of the Department or responsible party to an emergency that involves an imminent or actual release of a regulated substance that threatens public health or the environment.
- (4) Relieve a person receiving liability protection under this Part from any liability for contamination later caused by that person on a brownfields property.
- (5) Affect the right of any person to seek any relief available against any party to the brownfields agreement who may have liability with respect to the brownfields property, except that this Part does limit the relief available against any party to a brownfields agreement with respect to remediation of the brownfields property to the remediation required under the brownfields agreement.
- (6) Affect the right of any person who may have liability with respect to the brownfields property to seek contribution from any other person who may have liability with respect to the brownfields property and who neither received nor has liability protection under this Part.
- (7) Prevent the State from enforcing specific numerical remediation standards, monitoring, or compliance requirements specifically required to be enforced by the federal government as a condition to receive program authorization, delegation, primacy, or federal funds.
- (8) Create a defense against the imposition of criminal and civil fines or penalties or administrative penalties otherwise authorized by law and imposed as the result of the illegal disposal of waste or for the pollution of the land, air, or waters of this State on a brownfields property.
- (9) Relieve a person of any liability for failure to exercise due diligence and reasonable care in performing an environmental assessment or transaction screen.
- (10) Limit or preclude a prospective developer from performing an investigation of a brownfields property without prior approval from the Department."

MODIFY THE APPLICATION OF RIPARIAN BUFFER RULES REGARDING AIRPORT FACILITIES

SECTION 21.(a) Definitions. – For purposes of this section and its implementation, the following definitions apply:

- (1) **Airport Impacted Property.** – Any tract of property that is part of or contiguous to an airport located in the Neuse River Basin that accommodates greater than 10,000,000 passengers annually that is impacted by the construction of one or more borrow pit areas in connection with the construction of a new or relocated runway in excess of 10,000 feet in length at that airport.
- (2) **Neuse River Basin.** – The Neuse River Basin shall mean the area defined by waters and buffer areas included in 15A NCAC 02B .0315, or that are otherwise covered by the provisions of 15A NCAC 02B .0710 through .0715 of the Neuse River Basin Riparian Buffer Rules.
- (3) **Neuse River Basin Riparian Buffer Rules.** – The Neuse River Basin Riparian Buffer Rules shall mean the provisions of Sections .0200, .0600, and .0700 of Subchapter 02B of Title 15A of the North Carolina Administrative Code that apply to the Neuse River Basin.

SECTION 21.(b) Neuse River Basin Riparian Buffer Rules. – Until the effective date of the revised permanent rule that the Environmental Management Commission is required to adopt pursuant to subsection (d) of this section, the Commission shall implement the Neuse River Basin Riparian Buffer Rules as provided in subsection (c) of this section.

SECTION 21.(c) Implementation. –

- (1) The term "airport facilities" as defined in 15A NCAC 02B .0610 and 15A NCAC 02B .0267 shall include all areas used or suitable for use as borrow areas, staging areas, or other similar areas of the airport that are used or suitable for use directly or indirectly in connection with the construction, dismantling, modification or similar action pertaining to any of the properties, facilities, buildings, or structures set forth in sub-subdivisions (a) through (q) of subdivision (1) of those rules. The term as amended by this section shall apply to all Neuse River Basin Riparian Buffer Rules.
- (2) Notwithstanding any provisions of the Neuse River Basin Riparian Buffer Rules, no Authorization Certificate under 15A NCAC 02B .0611(b) shall be required for any work in connection with an Airport Impacted Property, but such work shall be required to provide for mitigation in conformance with applicable Neuse River Basin Riparian Buffer Rules.

SECTION 21.(d) Additional Rulemaking Authority. – The Commission shall adopt a rule to amend the Neuse River Basin Riparian Buffer Rules consistent with subsection (c) of this section. Notwithstanding G.S. 150B-19(4), the rule adopted by the Commission 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 21.(e) Sunset. – This section expires when permanent rules adopted as required by subsection (d) of this section become effective.

MODIFY CERTAIN PROVISIONS OF THE FLOODPLAIN REGULATION STATUTES TO DIRECT THE DEPARTMENT OF PUBLIC SAFETY TO ISSUE FLOODPLAIN PERMITS FOR CERTAIN AIRPORT PROJECTS

SECTION 22.(a) G.S. 143-215.52 reads as rewritten:

"§ 143-215.52. Definitions.

- (a) As used in this Part:

...

- (3) "Local government" means any county or city, as defined in G.S. 160A-1; G.S. 160D-102.

...

(c) As used in applying this Part to airport projects, in addition to any other applicable definitions in this section where those definitions do not conflict:

- (1) "Airport authority" means any authority that is authorized or governed by Chapter 63 of the General Statutes or other laws enacted by the General Assembly to acquire, establish, construct, maintain, improve, and/or operate airports or other air navigation facilities; provided, however, that this definition of "airport authority" shall not include any local government as defined by this section.
- (2) "Airport project" includes any "airport facility," as that term is defined under 15A NCAC 02B .0610, including any structure or area used in connection with the construction, reconstruction, repair, or other similar action as to any such airport facility.
- (3) "Eligible flood hazard area" means a flood hazard area to which all of the following criteria apply:
 - a. For which a no-rise certificate has been accepted by the Department.
 - b. That is part of or connected to an airport project.
 - c. That will not involve the construction of a structure, as that term is defined in 44 C.F.R. § 59.1, within the eligible flood hazard area.
 - d. Use of the area will be consistent with the technical criteria contained in 44 C.F.R. § 60.3 for flood-prone areas.
 - e. For which no local government has a clearly demonstrated statutory authority to issue a permit for use of the eligible flood hazard area pursuant to Part 6 of this Article.
- (4) "No-rise certificate," "no-rise certification," or "no-rise/no-impact certification," or similarly denominated certificate or action that has been accepted by the Department as demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (5) "Permit" means any permit, license, or similar approval that grants the right to use of one or more flood hazard areas consistent with the requirements of this Part."

SECTION 22.(b) G.S. 143-215.56 is amended by adding a new subsection to read:

"(i) Notwithstanding any other provision of this Part, or other applicable statutes, the Department shall grant a permit for the use of an eligible flood hazard area in connection with an airport project for which an airport authority received a no-rise certificate for that airport project where there is no local government that has a clearly demonstrated statutory authority to issue such a permit for the airport project for the use of a flood hazard area pursuant to this Part. In the event the Department does not issue a permit for the airport project within 30 days of its receipt of a written request submitted by an airport authority for an airport project, the permit is deemed issued to the airport authority for the airport project by operation of law."

UTILITIES COMMISSION AUTHORITY TO ALLOW OWNERS' ASSOCIATIONS TO CHARGE FOR THE COSTS OF PROVIDING WATER AND SEWER SERVICE

SECTION 23. G.S. 62-110(g) reads as rewritten:

"(g) In addition to the authority to issue a certificate of public convenience and necessity and establish rates otherwise granted in this Chapter, for the purpose of encouraging water

conservation, the Commission may, consistent with the public interest, adopt procedures that ~~allow~~allow (i) a lessor of any leased residential premises, as that term is defined under G.S. 42-59(3), to charge for the costs of providing water or sewer service to persons who occupy the leased ~~premises~~premises, (ii) an owners' association, as that term is defined under G.S. 47F-1-103(3), to charge for the costs of providing water or sewer service to persons who occupy townhomes within a planned community, as that term is defined under G.S. 47F-1-103(23), and (iii) a unit owners' association, as that term is defined under G.S. 47C-1-103(3), to charge for the costs of providing water or sewer service to persons who occupy a condominium, as that term is defined under G.S. 47C-1-103(7). For purposes of this subsection, the term "townhome" means a single-family dwelling unit constructed in a group of three or more attached units. The following provisions shall apply:

- (1) Except as provided in subdivisions (1a), (1b), and (1c) of this subsection, all charges for water or sewer service shall be based on the user's metered consumption of water, which shall be determined by metered measurement of all water consumed. The rate charged by the ~~lessor~~lessor, owners' association, or unit owners' association, as applicable, shall not exceed the unit consumption rate charged by the supplier of the service.
- ...
- (1b) Notwithstanding the provisions of subdivisions (1), (1a), and (1c) of this subsection, if the Commission approves a flat rate to be charged by a water or sewer utility for the provision of water or sewer services to contiguous dwelling units, the ~~lessor~~lessor, owners' association, or unit owners' association, as applicable, may pass through and charge the tenants or occupants of the contiguous dwelling units the same flat rate for water or sewer services, rather than a rate based on metered consumption, and an administrative fee as authorized in subdivision (2) of this subsection. Bills for water and sewer service sent by the ~~lessor~~lessor, owners' association, or unit owners' association, as applicable, to the lessee or occupant shall contain all the information required by sub-sub-subdivisions e.2. through e.5. of subdivision (1a) of this subsection.
- (1c) The lessor may equally divide the amount of the water and sewer bill for a unit among all the lessees in the unit and may send one bill to each lessee. The amount charged shall be prorated when a lessee has not leased the unit for the same number of days as the other lessees in the unit during the billing period. Each bill may include an administrative fee up to the amount of the then-current administrative fee authorized by the Commission in Rule 18-6 for water service and, when applicable, a late fee in an amount determined by the Commission. The lessor shall not charge the cost of water and sewer from any other unit or common area in a lessee's bill sent pursuant to this subdivision.
- (2) The ~~lessor~~lessor, owners' association, or unit owners' association, as applicable, may charge a reasonable administrative fee for providing water or sewer service not to exceed the maximum administrative fee authorized by the Commission.
- (3) The Commission shall adopt rules to implement this subsection.
- (4) The Commission shall develop an application that ~~lessors~~lessors, owners' associations, or unit owners' associations, as applicable, must submit for authority to charge for water or sewer service. The form shall include all of the following:
 - a. A description of the applicant and the property to be served.
 - b. A description of the proposed billing method and billing statements.

- c. The schedule of rates charged to the applicant by the supplier.
 - d. The schedule of rates the applicant proposes to charge the applicant's customers.
 - e. The administrative fee proposed to be charged by the applicant.
 - f. The name of and contact information for the applicant and its agents.
 - g. The name of and contact information for the supplying water or sewer system.
 - h. Any additional information that the Commission may require.
- (4a) The Commission shall develop an application that ~~lessors-lessors, owners'~~ associations, or unit owners' associations, as applicable, must submit for authority to charge for water or sewer service at single-family dwellings that allows the applicant to serve multiple dwellings in the State, subject to an approval by the Commission. The form shall include all of the following:
-"

INCREASE MINIMUM BOND REQUIRED BEFORE A FRANCHISE CAN BE GRANTED TO A WATER OR SEWER UTILITY COMPANY

SECTION 24. G.S. 62-110.3 reads as rewritten:

"§ 62-110.3. Bond required for water and sewer companies.

(a) No franchise may be granted to any water or sewer utility company until the applicant furnishes a bond, secured with sufficient surety as approved by the Commission, in an amount not less than ~~ten thousand dollars (\$10,000).~~ twenty-five thousand dollars (\$25,000). The bond shall be conditioned upon providing adequate and sufficient service within all the applicant's service areas, including those for which franchises have previously been granted, shall be payable to the Commission, and shall be in a form acceptable to the Commission. In setting the amount of a bond, the Commission shall consider and make appropriate findings as to the following:

- (1) Whether the applicant holds other water or sewer franchises in this State, and if so its record of operation,
- (2) The number of customers the applicant now serves and proposes to serve,
- (3) The likelihood of future expansion needs of the service,
- (4) If the applicant is acquiring an existing company, the age, condition, and type of the equipment, and
- (5) Any other relevant factors, including the design of the system.

Any interest earned on a bond shall be payable to the water or sewer company that posted the bond.

...

(c) The utility, the Public Staff, the Attorney General, and any other party may, at any time after the amount of a bond is set, apply to the Commission to raise or lower the amount based on changed circumstances.

(d) The appointment of an emergency operator, either by the superior court in accordance with G.S. 62-118(b) or by the Commission ~~with the consent of the owner or operator,~~ in accordance with G.S. 62-116(b), operates to forfeit the bond required by this section. The court or Commission, as appropriate, shall determine the amount of money needed to alleviate the emergency and shall order that amount of the bond to be paid to the Commission as trustee for the water or sewer system.

(e) If the person who operated the system before the emergency was declared desires to resume operation of the system upon a finding that the emergency no longer exists, the Commission shall require him to post a new bond, the amount of which may be different from the previous bond."

COMMISSIONER OF AGRICULTURE/SUPPLY CHAIN POWERS

SECTION 25. Chapter 106 of the General Statutes is amended by adding a new Article to read:

"Article 85A.

"Supply Chain Emergency Act.

"§ 106-1052. Title.

This Article shall be known as the Supply Chain Emergency Act of 2023.

"§ 106-1053. Definitions.

The following definitions apply in this Article:

- (1) Commissioner. – The Commissioner of Agriculture.
- (2) Department. – The Department of Agriculture and Consumer Services.

"§ 106-1054. Commissioner of Agriculture's authority to mitigate poultry supply chain disruptions.

(a) Notwithstanding any other provision of law, when the Commissioner of Agriculture, in consultation with poultry processors and slaughter facilities, determines that there is an imminent threat to or a disruption of the agricultural supply chain or food supply chain with respect to poultry due to a lack of capacity at rendering facilities or landfills, the Commissioner may convene a meeting of the Board of Agriculture to seek concurrence to implement the measures contained in this section. Upon concurrence by majority vote of the Board of Agriculture that such circumstances exist, the Commissioner is authorized to develop and implement any emergency measures and procedures as the Commissioner determines necessary to mitigate the impacts of such threat or disruption to the supply chain. Any emergency measure or procedure relating to composting of dead domesticated poultry, or the renderings, offal, or byproducts thereof, pursuant to this section shall be deemed to be permitted pursuant to G.S. 143-215.1(b) and G.S. 130A-294, and it shall not be necessary for the Department of Environmental Quality to issue individual permits. No further permitting shall be required for such composting. Composting conducted pursuant to an emergency measure developed under this section shall be supervised by subject matter experts as determined by the Commissioner. Finished compost may be land applied at agronomic rates as established by North Carolina State University or committed to other uses as determined by the Department.

(b) For any meeting convened by the Commissioner of Agriculture pursuant to subsection (a) of this section, the Commissioner shall document the contact and response of each Board of Agriculture member and shall release the concurrence, nonconcurrence, or no response provided by each member by name on the same website in which the order is published. All documentation of the contact and response of each member of the Board of Agriculture shall be a public record.

(c) Chapter 150B of the General Statutes does not apply to emergency measures and procedures developed and implemented pursuant to this section.

(d) All emergency measures and procedures developed and implemented pursuant to this section shall last no longer than 90 days from the issuance thereof, unless renewed in accordance with the provisions in this section. The Commissioner may issue only one renewal of the emergency measures and procedures, and the renewal shall last no longer than 90 days from the date of renewal.

(e) All State agencies and political subdivisions of the State shall cooperate and comply with the implementation of the emergency measures and procedures developed under this section, including all renewals thereof.

"§ 106-1054.1. Commissioner of Agriculture's authority to mitigate livestock supply chain disruptions.

(a) Notwithstanding any other provision of law, when the Commissioner of Agriculture, in consultation with protein processors and slaughter facilities, determines that there is an imminent threat to or a disruption of the agricultural supply chain or food supply chain with respect to livestock due to a lack of capacity at rendering facilities or landfills, the Commissioner may consult with the Governor and convene a meeting of the Board of Agriculture to seek

concurrence to implement the measures contained in this section. Upon concurrence by majority vote of the Board of Agriculture that such circumstances exist, the Commissioner is authorized to develop and implement any emergency measures and procedures as the Commissioner determines necessary to mitigate the impacts of such threat or disruption to the supply chain. However, any emergency measure or procedure relating to composting of dead domesticated livestock, or the renderings, offal, or byproducts thereof, pursuant to this section shall be submitted to the Governor for approval. Upon the approval of the Governor, such measures shall be deemed to be permitted pursuant to G.S. 143-215.1(b) and G.S. 130A-294, and it shall not be necessary for the Department of Environmental Quality to issue individual permits. No further permitting shall be required for such composting. Composting conducted pursuant to an emergency measure developed under this section shall be supervised by subject matter experts as determined by the Commissioner. Finished compost may be land applied at agronomic rates as established by North Carolina State University or committed to other uses as determined by the Department.

(b) For any meeting convened by the Commission of Agriculture pursuant to subsection (a) of this section, the Commissioner shall document the contact and response of each Board of Agriculture member and shall release the concurrence, nonconcurrence, or no response provided by each member by name on the same website in which the order is published. All documentation of the contact and response of each member of the Board of Agriculture shall be a public record.

(c) Chapter 150B of the General Statutes does not apply to emergency measures and procedures developed and implemented pursuant to this section.

(d) All emergency measures and procedures developed and implemented pursuant to this section shall last no longer than 90 days from the issuance thereof, unless renewed in accordance with the provisions in this section. The Commissioner may issue only one renewal of the emergency measures and procedures, and the renewal shall last no longer than 90 days from the date of renewal.

(e) All State agencies and political subdivisions of the State shall cooperate and comply with the implementation of the emergency measures and procedures developed under this section, including all renewals thereof."

PART II. STATE AND LOCAL GOVERNMENT PROVISIONS

LIMIT LOCAL GOVERNMENT ZONING AUTHORITY TO REQUIRE FIRE ACCESS ROADS IN EXCESS OF THE FIRE CODE OF THE NORTH CAROLINA RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS

SECTION 26.(a) G.S. 160D-702(c) reads as rewritten:

"(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.
- (2) ~~Set a maximum parking space size~~ Require a parking space to be larger than 9 feet wide by 20 feet long unless the parking space is designated for handicap, parallel, or diagonal parking.
- (3) Require additional fire apparatus access roads into developments of one- or two-family dwellings that are not in compliance with the required number of fire apparatus access roads into developments of one- or two-family dwellings set forth in the Fire Code of the North Carolina Residential Code for One- and Two-Family Dwellings."

SECTION 26.(b) This section is effective when it becomes law and applies to existing municipal or county ordinances. Any municipal or county ordinance inconsistent with this section is void and unenforceable.

PROHIBIT COUNTIES AND CITIES FROM REGULATING CERTAIN ONLINE MARKETPLACES

SECTION 27.(a) Article 23 of Chapter 153A of the General Statutes is amended by adding a new section to read:

"§ 153A-461. Online marketplace.

- (a) A county shall not do either of the following:

 - (1) Regulate the operation of an online marketplace, as defined in subsection (b) of this section.
 - (2) Require an online marketplace to provide personally identifiable information of users, unless pursuant to a subpoena or court order.
- (b) For purposes of this section, the term "online marketplace" means a person or entity that does both of the following:

 - (1) Provides for consideration, regardless of whether the consideration is deducted as a fee from the transaction, an online application, software, website, system, or other medium through which a service is advertised in this State or is offered to the public as available in this State.
 - (2) Provides, directly or indirectly, or maintains a platform for services by performing any of the following:

 - a. Providing a payment system that facilitates a transaction between two platform users.
 - b. Transmitting or otherwise communicating the offer or acceptance of a transaction between two platform users.
 - c. Owning or operating the electronic infrastructure or technology that brings two or more users together.
- (c) For purposes of this section, the term "online marketplace" shall not include any local or State entity or vendor."

SECTION 27.(b) Article 21 of Chapter 160A of the General Statutes is amended by adding a new section to read:

"§ 160A-499.7. Online marketplace.

- (a) A city shall not do either of the following:

 - (1) Regulate the operation of an online marketplace, as defined in subsection (b) of this section.
 - (2) Require an online marketplace to provide personally identifiable information of users, unless pursuant to a subpoena or court order.
- (b) For purposes of this section, the term "online marketplace" means a person or entity that does both of the following:

 - (1) Provides for consideration, regardless of whether the consideration is deducted as a fee from the transaction, an online application, software, website, system, or other medium through which a service is advertised in this State or is offered to the public as available in this State.
 - (2) Provides, directly or indirectly, or maintains a platform for services by performing any of the following:

 - a. Providing a payment system that facilitates a transaction between two platform users.
 - b. Transmitting or otherwise communicating the offer or acceptance of a transaction between two platform users.
 - c. Owning or operating the electronic infrastructure or technology that brings two or more users together.
- (c) For purposes of this section, the term "online marketplace" shall not include any local or State entity or vendor."

SECTION 27.(c) This section shall not affect any authority otherwise granted to counties and cities in State statute.

SECTION 27.(d) This section is effective when it becomes law.

EXEMPT MINOR LEAGUE BASEBALL PLAYERS EMPLOYED UNDER A COLLECTIVE BARGAINING AGREEMENT FROM STATE MINIMUM WAGE, OVERTIME, AND RECORD-KEEPING REQUIREMENTS

SECTION 28.(a) G.S. 95-25.14 reads as rewritten:

"§ 95-25.14. Exemptions.

...

(b) The provisions of G.S. 95-25.3 (Minimum Wage) and G.S. 95-25.4 (Overtime), and the provisions of G.S. 95-25.15(b) (Record Keeping) as they relate to these exemptions, do not apply to:

- (1) Any employee of a boys' or girls' summer camp or of a seasonal religious or nonprofit educational conference center;
- (2) Any person employed in the catching, processing or first sale of seafood, as defined under the Fair Labor Standards Act;
- (3) The spouse, child, or parent of the employer or any person qualifying as a dependent of the employer under the income tax laws of North Carolina;
- (4) Any person employed in a bona fide executive, administrative, professional or outside sales capacity, as defined under the Fair Labor Standards Act;
- (5) Repealed by Session Laws 1989, c. 687, s. 2.
- (6) Any person while participating in a ridesharing arrangement as defined in G.S. 136-44.21;
- (7) Any person who is employed as a computer systems analyst, computer programmer, software engineer, or other similarly skilled worker, as defined in the Fair Labor Standards Act.
- (8) Any employee who has entered into a contract to play baseball at the minor league level and who is compensated pursuant to the terms of a collective bargaining agreement that expressly provides for the wages, hours of work, and working conditions of the employees.

...."

SECTION 28.(b) This section becomes effective January 1, 2024.

MODIFY THE RULES RELATED TO THE INSPECTION OF ESTABLISHMENTS THAT PREPARE OR SERVE FOOD

SECTION 29.1.(a) Definitions. – "Reinspections Rule" means subsection (h) of 15A NCAC 18A .2661 (Inspections and Reinspections) for purposes of this section and its implementation.

SECTION 29.1.(b) Reinspections Rule. – Until the effective date of the revised permanent rule that the Commission for Public Health is required to adopt pursuant to subsection (d) of this section, the Commission shall implement the Reinspections Rule as provided in subsection (c) of this section.

SECTION 29.1.(c) Implementation. – Upon request of the permit holder, or his or her representative, a reinspection shall be made. In the case of a food establishment that requests an inspection for the purpose of raising the alphabetical grade and that holds an unrevoked permit, the regulatory authority shall make an unannounced inspection within ten business days from the date of the request.

SECTION 29.1.(d) Additional Rulemaking Authority. – The Commission shall adopt a rule to amend the Reinspections Rule consistent with subsection (c) of this section. Notwithstanding G.S. 150B-19(4), the rule adopted by the Commission 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 29.1.(e) Sunset. – This section expires when permanent rules adopted as required by subsection (d) of this section become effective.

SECTION 29.2.(a) Definitions. – "Frequency of Inspections for Risk Category IV Food Service Establishments Rule" means the item addressing Risk Category IV Establishments in subdivision (a)(1) of 10A NCAC 46 .0213 (Food, Lodging/Inst. Sanitation/Public Swimming Pools/Spas) for purposes of this section and its implementation.

SECTION 29.2.(b) Frequency of Inspections for Risk Category IV Food Service Establishments Rule. – Until the effective date of the revised permanent rule that the Commission for Public Health is required to adopt pursuant to subsection (d) of this section, the Commission shall implement the Frequency of Inspections for Risk Category IV Food Establishments Rule as provided in subsection (c) of this section.

SECTION 29.2.(c) Implementation. – A local health department shall provide food, lodging, and institutional sanitation and public swimming pools and spas services within the jurisdiction of the local health department. A local health department shall establish, implement, and maintain written policies which shall include the frequency of inspections of food, lodging, and institutional facilities and public swimming pools and spas. At minimum, a Risk Category IV Food Service Establishment shall be inspected once during every four-month period per fiscal year. In addition, a Risk Category IV Food Service Establishment shall undergo an educational visit once per fiscal year. The educational visit shall not result in the issuance of a new grade or grade card. During an educational visit, the local health department shall review all of the following with the permit holder for the establishment:

- (1) Any priority violations that occurred during the three previous inspections of the establishment.
- (2) The public health risk factors identified on the inspection form furnished by the local health department.
- (3) If applicable, any required Hazard Analysis Critical Control Plan.

SECTION 29.2.(d) Additional Rulemaking Authority. – The Commission shall adopt a rule to amend the Frequency of Inspections for Risk Category IV Food Service Establishments Rule consistent with subsection (c) of this section. Notwithstanding G.S. 150B-19(4), the rule adopted by the Commission 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 29.2.(e) Sunset. – This section expires when permanent rules adopted as required by subsection (d) of this section become effective.

SECTION 29.3.(a) Definitions. – "Calculation of Rate of Compliance Rule" means subdivision (a)(5) of 15A NCAC 18A .2901 (Restaurant and Lodging Fee Collection and Inventory Program) for purposes of this section and its implementation.

SECTION 29.3.(b) Calculation of Rate of Compliance Rule. – Until the effective date of the revised permanent rule that the Commission for Public Health is required to adopt pursuant to subsection (d) of this section, the Commission shall implement the Calculation of Rate of Compliance Rule as provided in subsection (c) of this section.

SECTION 29.3.(c) Implementation. – "Rate of compliance" means the number of inspections and educational visits for food and lodging establishments conducted by the local health department during the previous State fiscal year divided by the number of inspections and

educational visits mandated to be conducted by the local health department per State fiscal year pursuant to G.S. 130A-249 and 10A NCAC 46 .0213, not to exceed a value of 1.

SECTION 29.3.(d) Additional Rulemaking Authority. – The Commission shall adopt a rule to amend the Calculation of Rate of Compliance Rule consistent with subsection (c) of this section. Notwithstanding G.S. 150B-19(4), the rule adopted by the Commission 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 29.3.(e) Sunset. – This section expires when permanent rules adopted as required by subsection (d) of this section become effective.

CODIFY EXISTING STROKE CENTER DESIGNATIONS AND ADD A THROMBECTOMY-CAPABLE STROKE CENTER DESIGNATION

SECTION 30. G.S. 131E-78.5 reads as rewritten:

"§ 131E-78.5. ~~Designation as primary stroke center.~~Stroke center designation.

(a) ~~The Department shall designate as a primary stroke center any hospital licensed under this Article that demonstrates to the Department that the hospital is certified by the Joint Commission or other nationally recognized accrediting body that requires conformance to best practices for stroke care in order to be identified as a primary stroke center. A hospital that is certified by the Joint Commission or other nationally recognized accrediting body that requires conformance to best practices for stroke care in order to be identified as a primary stroke center shall report the certification to the Department within 90 days of receiving that certification. A hospital shall inform the Department of any changes to its certification status within 30 days of any change.~~hospitals that meet the criteria set forth in this section as an Acute Stroke Ready Hospital, Primary Stroke Center, Thrombectomy-Capable Stroke Center, or Comprehensive Stroke Center. A hospital shall apply to the Department for recognition of such designation and shall demonstrate to the satisfaction of the Department that the hospital meets the applicable criteria set forth in this section.

(a1) The Department shall recognize as many certified acute care hospitals as Acute Stroke Ready Hospitals as apply and are certified as an Acute Stroke Ready Hospital by the American Heart Association, the Joint Commission, or other Department-approved certifying body that is a nationally recognized guidelines-based organization that provides Acute Stroke Ready Hospital certification for stroke care, provided that each applicant continues to maintain its certification.

(a2) The Department shall recognize as many certified acute care hospitals as Primary Stroke Centers as apply and are certified as a Primary Stroke Center by the American Heart Association, the Joint Commission, or other Department-approved certifying body that is a nationally recognized guidelines-based organization that provides Primary Stroke Center Hospital certification for stroke care, provided that each applicant continues to maintain its certification. Further, the Department may recognize those Primary Stroke Centers that offer mechanical endovascular therapies but have not been certified as Thrombectomy-Capable Stroke Centers as "Primary Stroke Centers with endovascular services."

(a3) The Department shall recognize as many certified acute care hospitals as Thrombectomy-Capable Stroke Centers as apply and are certified as a Thrombectomy-Capable Stroke Center by the American Heart Association, the Joint Commission, or other Department-approved certifying body that is a nationally recognized guidelines-based organization that provides Thrombectomy-Capable Stroke Center Hospital certification for stroke care, provided that each applicant continues to maintain its certification.

(a4) The Department shall recognize as many certified acute care hospitals as Comprehensive Stroke Centers as apply and are certified as a Comprehensive Stroke Center by

the American Heart Association, the Joint Commission, or other Department-approved certifying body that is a nationally recognized guidelines-based organization that provides Comprehensive Stroke Center Hospital certification for stroke care, provided that each applicant continues to maintain its certification.

(a5) A hospital that is certified by the Joint Commission or other nationally recognized accrediting body that requires conformance to best practices for stroke care in order to be identified as a stroke center shall report the following information to the Department within 90 days of receiving that certification:

- (1) The name of the accrediting organization issuing certification to the hospital.
- (2) The date of certification.
- (3) The level of certification.
- (4) The date of renewal of the certification.
- (5) The name and phone number of the primary contact person at the hospital who is responsible for obtaining certification.

(b) Each hospital designated as a ~~primary-stroke center~~ an Acute Stroke Ready Hospital, Primary Stroke Center, Thrombectomy-Capable Stroke Center, or a Comprehensive Stroke Center pursuant to this section shall make efforts to coordinate the provision of appropriate acute stroke care with other hospitals licensed in this State through a formal written agreement. The agreement shall, at a minimum, address (i) transportation of acute stroke patients to hospitals designated as ~~primary-stroke centers~~ and (ii) acceptance by hospitals designated as ~~primary-stroke centers~~ of acute stroke patients initially treated at hospitals that are not capable of providing appropriate stroke care.

(c) The Department shall maintain within the Division of Health Service Regulation, Office of Emergency Services, a list of the hospitals designated as ~~primary-stroke centers~~ an Acute Stroke Ready Hospital, Primary Stroke Center, Thrombectomy-Capable Stroke Center, or a Comprehensive Stroke Center in accordance with this section and post the list on the Department's Internet Web site. Annually on June 1, the Department shall transmit this list to the medical director of each licensed emergency medical services provider in this State.

(d) A hospital licensed under this Article shall not advertise or hold itself out to the public as a ~~primary-stroke center~~ an Acute Stroke Ready Hospital, Primary Stroke Center, Thrombectomy-Capable Stroke Center, or a Comprehensive Stroke Center unless certified as a ~~primary-stroke center~~ by the Joint Commission or other nationally recognized accrediting body that requires conformance to best practices for stroke care in order to be identified as a ~~primary designated~~ stroke center.

(e) Nothing in this section shall be construed to do any of the following:

- (1) Establish a standard of medical practice for stroke patients.
- (2) Restrict in any way the authority of any hospital to provide services authorized under its hospital license.

(f) The Department may adopt rules to implement the provisions of this section."

STATE OWNERSHIP OF HEALTH INFORMATION EXCHANGE NETWORK DATA

SECTION 31.(a) G.S. 90-414.6 reads as rewritten:

"§ 90-414.6. State ownership of HIE Network data.

Any data pertaining to services rendered to Medicaid and other State-funded health care program beneficiaries submitted through and stored by the HIE Network pursuant to G.S. 90-414.4 or any other provision of this Article shall be and will remain the sole property of the State. Any data or product derived from the aggregated, de-identified data submitted to and stored by the HIE Network pursuant to G.S. 90-414.4 or any other provision of this Article, shall be and will remain the sole property of the State. The Authority shall not allow data it receives pursuant to G.S. 90-414.4 or any other provision of this Article to be used or disclosed by or to any person or entity for commercial purposes or for any other purpose other than those set forth

in G.S. 90-414.4(a) or G.S. 90-414.2. To the extent the Authority receives requests for electronic health information as the term is defined in 45 C.F.R. § 171.102, or other medical records from an individual, an individual's personal representative, or an individual or entity purporting to act on an individual's behalf, the Authority (i) shall not fulfill the request and (ii) shall make available to the requester and the public, via the Authority's website, educational materials about how to access such information from other sources. Patient identifiers created and utilized by the Authority to integrate identity data in the HIE Network, along with the minimum necessary required demographic information related to those patients, shall be released to the GDAC and the Department by the Authority for purposes of entity resolution and master data management. These identifiers shall not be considered public records pursuant to Chapter 132 of the General Statutes."

SECTION 31.(b) G.S. 143B-1385(d)(2) is amended by adding a new sub-subdivision to read:

"e. Identifiers created as part of the initiative. – Individual identifiers created and utilized by the GDAC to integrate identity data as part of the initiative shall be classified as State-owned data and are not public records under Chapter 132 of the General Statutes. The GDAC may release these identifiers to State agencies, departments, and institutions as part of the initiative for the purposes of entity resolution and master data management."

SECTION 31.(c) Subsection (b) of this section becomes effective December 1, 2023.

VOLUNTARY CONNECTION TO NORTH CAROLINA HEALTH INFORMATION EXCHANGE FOR CHIROPRACTORS

SECTION 32. G.S. 90-414.4 reads as rewritten:

"§ 90-414.4. Required participation in HIE Network for some providers.

...

(e) Voluntary Connection for Certain Providers. – Notwithstanding the mandatory connection and data submission requirements in subsections (a1) and (b) of this section, the following providers of Medicaid services or other State-funded health care services are not required to connect to the HIE Network or submit data but may connect to the HIE Network and submit data voluntarily:

- (1) Community-based long-term services and supports providers, including personal care services, private duty nursing, home health, and hospice care providers.
- (2) Intellectual and developmental disability services and supports providers, such as day supports and supported living providers.
- (3) Community Alternatives Program waiver services (including CAP/DA, CAP/C, and Innovations) providers.
- (4) Eye and vision services providers.
- (5) Speech, language, and hearing services providers.
- (6) Occupational and physical therapy providers.
- (7) Durable medical equipment providers.
- (8) Nonemergency medical transportation service providers.
- (9) Ambulance (emergency medical transportation service) providers.
- (10) Local education agencies and school-based health providers.
- (11) Chiropractors licensed under Article 8 of this Chapter.

...."

EXPANSION OF THE HOMESCHOOL COOPERATIVE EXEMPTION TO THE DEFINITION OF CHILD CARE

SECTION 33. G.S. 110-86 reads as rewritten:

"§ 110-86. Definitions.

Unless the context or subject matter otherwise requires, the terms or phrases used in this Article shall be defined as follows:

- ...
- (2) Child care. – A program or arrangement where three or more children less than 13 years old, who do not reside where the care is provided, receive care on a regular basis of at least once per week for more than four hours but less than 24 hours per day from persons other than their guardians or full-time custodians, or from persons not related to them by birth, marriage, or adoption. Child care does not include the following:

- ...
- i. Cooperative arrangements among parents to provide care for their own children as a convenience rather than for employment. This exemption shall include arrangements between a group of parents, regardless of whether the parents are working, to provide for the ~~instructional needs~~ academic instruction of their school age children, provided the arrangement occurs in the home of one of the cooperative participants; who meet the requirements of G.S. 115C-364;

...."

DEPARTMENT OF INFORMATION TECHNOLOGY PROCUREMENT CHANGES

SECTION 34. G.S. 143B-1333 reads as rewritten:

"§ 143B-1333. Internal Service Fund.

(a) The Internal Service Fund is established within the Department as a fund to provide goods and services to State agencies on a cost-recovery basis. The Department shall establish fees for subscriptions and chargebacks for consumption-based services. ~~The Information Technology Strategic Sourcing Office~~ The Department's procurement activities, including, but not limited to, the Statewide Information Technology Procurement Office, shall be funded through a combination of administrative fees as part of the IT Supplemental Staffing contract, as well as fees charged to agencies using their services. The State CIO shall establish and annually update consistent, fully transparent, easily understandable fees and rates that reflect industry standards for any good or service for which an agency is charged. These fees and rates shall be prepared and submitted by the Department to the Office of State Budget and Management and Fiscal Research Division on the date agreed upon by the State Budget Director and the Department's Chief Financial Officer. The rates shall be approved by the Office of State Budget and Management. The Office of State Budget and Management shall ensure that State agencies have the opportunity to adjust their budgets based on any rate or fee changes prior to submission of those budget recommendations to the General Assembly. The approved Information Technology Internal Service Fund budget and associated rates shall be included in the Governor's budget recommendations to the General Assembly.

(b) Repealed by Session Laws 2016-94, s. 7.4(d), effective July 1, 2016.

(c) Receipts shall be used solely for the purpose for which they were collected. In coordination with the Office of the State Controller and the Office of State Budget and Management, the State CIO shall ensure processes are established to manage federal receipts, maximize those receipts, and ensure that federal receipts are correctly utilized."

**RESTORE 2009 BUILDING CODE STANDARDS FOR PIERS AND DOCKS
CONSTRUCTED IN ESTUARINE WATERS**

SECTION 35.(a) Definitions. – As used in this section, "Council" means the Building Code Council and "Dock and Pier Code" means Chapter 36 of the 2018 North Carolina Building Code, as adopted by the Council.

SECTION 35.(b) Dock and Pier Code. – Until the effective date of the revised permanent rules that the Council is required to adopt pursuant to subsection (d) of this section, the Council shall implement the applicable requirements of the 2018 Building Code, as provided in subsection (c) of this section.

SECTION 35.(c) Implementation. – The Council shall not impose any building requirements inconsistent with the 2009 Building Code Chapter for Docks, Piers, Bulkheads, and Waterway Structures for piers or docks built in estuarine waters.

SECTION 35.(d) Additional Rulemaking Authority. – The Council shall adopt rules to amend the Building Code 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 by G.S. 150B-21.3(b2).

SECTION 35.(e) Sunset. – This section expires when permanent rules adopted as required by subsection (d) of this section become effective.

PRESERVE EXISTING NORTH CAROLINA BUILDING CODE LIMITATION ON THE USE OF PLASTIC PIPE IN CERTAIN BUILDINGS

SECTION 36. G.S. 143-138 is amended by adding a new subsection to read:

"(b24) Limitation on Use of Plastic Pipes. – No State, county, or local building code or regulation shall allow for the use of plastic pipes, plastic pipe fittings, and plastic plumbing appurtenances with an inside diameter 2 inches (51 millimeters) and larger in either of the following circumstances:

- (1) Drain, waste, and vent conductors in buildings in which the top occupied floor exceeds 75 feet (23 meters) in height.
- (2) Storm drainage conductors in buildings in which the top occupied floor exceeds 75 feet (23 meters) in height."

DISAPPROVE CERTAIN DOA PROCUREMENT RULES

SECTION 37. Pursuant to G.S. 150B-21.3(b1), the following rules, as adopted by the North Carolina Department of Administration on October 20, 2022, and approved by the Rules Review Commission on December 15, 2022, are disapproved:

- (1) 01 NCAC 05A .0112 (Definitions)
- (2) 01 NCAC 05E .0101 (Good Faith Efforts)

DELAY THE EFFECTIVE DATE OF RULES ADOPTED BY THE APPRAISAL BOARD SUBJECT TO LEGISLATIVE REVIEW

SECTION 38. Notwithstanding G.S. 150B-21.3, the following rules, as adopted by the Appraisal Board on April 19, 2022, and approved by the Rules Review Commission on June 16, 2022, shall become effective December 31, 2025:

- (1) 21 NCAC 57A .0201 (Qualifications for Trainee Registration and Appraiser Licensure and Certification)
- (2) 21 NCAC 57A .0405 (Appraisal Reports)
- (3) 21 NCAC 57A .0407 (Supervision of Trainees)
- (4) 21 NCAC 57A .0601 (Experience Credit to Upgrade)
- (5) 21 NCAC 57A .0604 (Types of Appraisal Experience)
- (6) 21 NCAC 57A .0605 (Reporting Appraisal Experience).

EMERGENCY SUPPLY CHAIN DECLARATION FOR LOCAL GOVERNMENTS

SECTION 39.(a) G.S. 166A-19.3 reads as rewritten:

"§ 166A-19.3. Definitions.

The following definitions apply in this Article:

- ...
- (6) Emergency. – An occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident. An emergency may also be caused by a disruption in the supply chain that creates a significant threat to a local government's ability to acquire products or services required to provide essential services such as electricity and water to the populace or required to restore such essential services in the event of widespread or severe damage to the local government system used to provide such essential services.

...."

SECTION 39.(b) Article 1A of Chapter 166A of the General Statutes is amended by adding a new section to read:

"§ 166A-19.16. Emergency Supply Chain Declaration.

Article 8 of Chapter 143 of the General Statutes shall not apply to any contracts that an entity otherwise subject to Article 8 may award for apparatus, supplies, materials, or equipment, or construction or repair work requiring apparatus, supplies, materials, or equipment, where such apparatus, supplies, materials, or equipment is either:

- (1) Listed in an emergency declaration arising from a supply chain disruption as described in G.S. 166A-19.3(6).
- (2) Listed in an order or regulation issued by an agency of the federal government under the Defense Production Act of 1950, as amended. The exemption in this section shall terminate upon expiration or termination of the emergency declaration or order or regulation issued under the Defense Production Act of 1950, as amended."

CLARIFY RESERVATION OF WATER AND SEWER CAPACITY FOR PROPOSED CHARTER SCHOOL FACILITIES

SECTION 40.(a) G.S. 115C-218.35(e) is repealed.

SECTION 40.(b) Article 14A of Chapter 115C of the General Statutes is amended by adding a new section to read:

"§ 115C-218.36. Reservation of water and sewer capacity for proposed charter school facilities.

Prior to any application for any development approval under Chapter 160D of the General Statutes, the board of directors of a charter school shall inquire, in writing, of the public water system, public sewer system, or public water and sewer system, currently serving the site or closest to the site as to whether that public system has capacity to serve the proposed charter school facility. The public system shall respond to the board of directors within a reasonable time, not to exceed 30 days as to whether that public system has capacity to serve the proposed charter school facility. Unless the public system does not have capacity to serve the proposed charter school facility or is under a moratorium precluding expansion, the public system shall reserve the necessary capacity for the proposed charter school facility for 24 months from the date of the written inquiry from the board of directors. Upon costs associated with water and

sewer infrastructure for the proposed charter school facility having been incurred by the board or an agent of the board, neither the public system nor a local government shall deny access to the public system in which capacity is reserved for the proposed charter school facility during the 24-month period."

DEADLINE FOR NOTIFICATION OF CODIFIER OF REPEALED RULES/CODIFIER AUTHORITY TO REMOVE REPEALED RULES FROM ADMINISTRATIVE CODE

SECTION 41. G.S. 150B-21.7 reads as rewritten:

"§ 150B-21.7. Effect of transfer of duties or termination of agency on rules.

(a) When a law that authorizes an agency to adopt a rule is repealed and another law gives the same or another agency substantially the same authority to adopt a rule, the rule remains in effect until the agency with authority over the rule amends or repeals the rule. When a law that authorizes an agency to adopt a rule is repealed and another law does not give the same or another agency substantially the same authority to adopt a rule, a rule adopted under the repealed law is repealed as of the date the law is repealed. The agency that adopted the rule shall notify the Codifier of Rules that the rule is repealed pursuant to this ~~subsection~~subsection within 30 days.

(b) When an executive order abolishes part or all of an agency and transfers a function of that agency to another agency, a rule concerning the transferred function remains in effect until the agency to which the function is transferred amends or repeals the rule. When an executive order abolishes part or all of an agency and does not transfer a function of that agency to another agency, a rule concerning a function abolished by the executive order is repealed as of the effective date of the executive order. The agency that adopted the rule shall notify the Codifier of Rules that the rule is repealed pursuant to this ~~subsection~~subsection within 30 days.

(c) When notified of a rule repealed under this section, the Codifier of Rules must enter the repeal of the rule in the North Carolina Administrative Code. If the Codifier of Rules does not receive timely notice from the agency under this section, the Codifier shall remove the rule from the North Carolina Administrative Code after notifying the agency."

RESTATEMENT OF APA REQUIREMENTS FOR AGENCY TO ADOPT REQUIREMENTS AS RULES

SECTION 42. In accordance with G.S. 150B-18, which provides that no agency may seek to implement or enforce against any person a policy, guideline, or other interpretive statement that has not been properly adopted as a rule pursuant to the North Carolina Administrative Procedure Act, no agency of this State shall enforce against any person a policy, guideline, or other interpretive statement that describes the procedure or practice requirements of the agency unless those requirements have been adopted as a rule in accordance with Article 2A of Chapter 150B of the General Statutes.

EXEMPT FROM PUBLIC CONTRACT BIDDING REQUIREMENT HEATING AND COOLING SYSTEM REPAIR WORK MADE THROUGH A COMPETITIVE BIDDING GROUP PURCHASING PROGRAM

SECTION 43.(a) G.S. 143-129(e) reads as rewritten:

"(e) Exceptions. – The requirements of this Article do not apply to:

...

- (3) Purchases or repair work involving a combination of installation labor and equipment acquisition made through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies. For the purposes of this subdivision, "repair work" is (i) limited to the repair of heating and cooling systems, (ii) may not exceed a total cost of two million dollars (\$2,000,000) for installation labor or other related costs

incidental to equipment acquisition, and (iii) is procured using a competitive bidding group purchasing program that is qualified to sell to the United States of America or any agency thereof.

...."

SECTION 43.(b) This section is effective when it becomes law and applies to repair work procured on or after that date.

PROHIBIT COUNTIES AND CITIES FROM ADOPTING CERTAIN ORDINANCES, RULES, AND REGULATIONS RELATED TO BATTERY-CHARGED SECURITY FENCES AND TO DEFINE AND ESTABLISH REQUIREMENTS FOR THOSE BATTERY-CHARGED SECURITY FENCES

SECTION 44.(a) Article 6 of Chapter 153A of the General Statutes is amended by adding a new section to read:

"§ 153A-134.1. Regulation of battery-charged security fences.

(a) No county may adopt an ordinance, rule, or regulation that does any of the following:

- (1) Requires any type of permit, fee, review, or approval for the installation or use of a battery-charged security fence in addition to a permit that may be required by an ordinance adopted by the governing board as authorized by G.S. 74D-11(c).
- (2) Imposes installation or operational requirements for battery-charged security fences that are inconsistent with the requirements and standards described in subsection (b) of this section.
- (3) Prohibits the installation or use of a battery-charged security fence on property that has been zoned for nonresidential use.

(b) For purposes of this section, the term "battery-charged security fence" means an alarm system and ancillary components, or equipment attached to that system, including a fence, a battery-operated energizer that is intended to periodically deliver voltage impulses to the fence, and a battery charging device used exclusively to charge the battery. A battery-charged security fence shall meet the following requirements:

- (1) Interfaces with a monitored alarm device enabling the alarm system to transmit a signal intended to summon the business or law enforcement in response to an intrusion or burglary.
- (2) Is located on property that is not designated by a county or city exclusively for residential use.
- (3) Has an energizer that is powered by a commercial storage battery that is not more than 12 volts of direct current.
- (4) Has an energizer that meets the standards established by the most current version of the International Electrotechnical Commission Standard 60335-2-76.
- (5) Is surrounded by a non-electric perimeter fence or wall that is not less than 5 feet in height.
- (6) Does not exceed 10 feet in height or 2 feet higher than the non-electric perimeter fence or wall, whichever is higher.
- (7) Is marked with conspicuous warning signs that are located on the battery-charged security fence at not more than 30-foot intervals and read: "WARNING—ELECTRIC FENCE".

SECTION 44.(b) Article 8 of Chapter 160A of the General Statutes is amended by adding a new section to read:

"§ 160A-194.1. Regulation of battery-charged security fences.

(a) No city may adopt an ordinance, rule, or regulation that does any of the following:

- (1) Requires any type of permit, fee, review, or approval for the installation or use of a battery-charged security fence in addition to a permit that may be required by an ordinance adopted by the governing board as authorized by G.S. 74D-11(c).
- (2) Imposes installation or operational requirements for battery-charged security fences that are inconsistent with the requirements and standards described in subsection (b) of this section.
- (3) Prohibits the installation or use of a battery-charged security fence on property that has been zoned for nonresidential use.

(b) For purposes of this section, the term "battery-charged security fence" means an alarm system and ancillary components, or equipment attached to that system, including a fence, a battery-operated energizer that is intended to periodically deliver voltage impulses to the fence, and a battery charging device used exclusively to charge the battery. A battery-charged security fence shall meet the following requirements:

- (1) Interfaces with a monitored alarm device enabling the alarm system to transmit a signal intended to summon the business or law enforcement in response to an intrusion or burglary.
- (2) Is located on property that is not designated by a county or city exclusively for residential use.
- (3) Has an energizer that is powered by a commercial storage battery that is not more than 12 volts of direct current.
- (4) Has an energizer that meets the standards established by the most current version of the International Electrotechnical Commission Standard 60335-2-76.
- (5) Is surrounded by a non-electric perimeter fence or wall that is not less than 5 feet in height.
- (6) Does not exceed 10 feet in height or 2 feet higher than the non-electric perimeter fence or wall, whichever is higher.
- (7) Is marked with conspicuous warning signs that are located on the battery-charged security fence at not more than 30-foot intervals and read: "WARNING—ELECTRIC FENCE".

MODIFY THE LICENSING REQUIREMENTS FOR TRANSLITERATORS AND INTERPRETERS

SECTION 45.(a) G.S. 90D-7 reads as rewritten:

"§ 90D-7. Requirements for licensure.

(a) Upon application to the Board and the payment of the required fees, an applicant may be licensed as an interpreter or transliterator if the applicant meets all of the following qualifications:

- (1) Is 18 years of age or older.
- (2) Is of good moral character as determined by the Board.
- (3) Meets one of the following criteria:
 - a. ~~Holds a valid National Association of the Deaf (NAD), level 4 or 5 certification.~~
 - b. Is nationally certified by the Registry of Interpreters for the Deaf, Inc., (RID)-(RID), or another nationally recognized body that issues certificates or assessments for interpreting approved by the Board by rule.
 - c. Holds a valid Testing, Evaluation and Certification Unit, Inc., (TECUnit) national certification in cued language transliteration.

- d. ~~Holds a quality assurance North Carolina Interpreter Classification System (NCICS) level A or B classification in effect on January 1, 2000.~~
- e. Holds a current Cued Language Transliterators State Level Assessment (CLTSLA) level 3 or above classification.

...."

SECTION 45.(b) G.S. 90D-8 reads as rewritten:

"§ 90D-8. Provisional license.

(a) Upon application to the Board and the payment of the required fees, an applicant may be issued a one-time provisional license as an interpreter or transliterator if the applicant meets all of the following qualifications:

- (1) Is at least 18 years of age.
- (2) Is of good moral character as determined by the Board.
- (3) Completes two continuing education units approved by the Board. These units must be completed for each renewable year.
- (4) ~~Satisfies~~ Holds at least a two-year associate degree in interpreting from an accredited institution and satisfies one of the following:
 - a. Holds a quality assurance North Carolina Interpreter Classification System (NCICS) level C classification.
 - b. Holds a valid National Association of the Deaf (NAD) level 2 or 3 certification.
 - c. Holds a current Educational Interpreter Performance Assessment (EIPA) ~~level 3~~ level 3.5 or above classification.
 - d. Repealed by Session Laws 2005-299, s. 2, effective August 22, 2005.
 - e. ~~Holds at least a two-year interpreting degree from a regionally accredited institution.~~
 - f. Holds any other certificate or assessment issued by a nationally recognized body approved by the Board by rule.

(a1) Upon application to the Board, payment of the required fees, and meeting the requirements for a provisional license under subdivisions (1) and (2) of subsection (a) of this section, the Board may also issue a provisional license to any of the following categories of persons seeking a provisional license:

- (1) A deaf interpreter who completes 16 hours of training in interpreting coursework or workshops, including role and function or ethics, and 20 hours in the 12 months immediately preceding the date of application in the provision of interpreting services.
- (2) An oral interpreter who completes a total of 40 hours of training in interpreting coursework or workshops related to oral interpreting.
- (3) A cued language transliterator who holds a current TECUnit Cued Language Transliterators State Level Assessment (CLTSLA) level 2 or above classification.
- (4) A person providing interpreting or transliterating services who has a recognized credential from another state in the field of interpreting or transliterating.
- (5) An interpreter or transliterator who has accumulated 200 hours per year in the provision of interpreting or transliterating services, in this State or another state, totaling 400 hours for the two years immediately preceding the date of application. An applicant must provide documentation of hours when applying for a provisional license under this category, subject to verification by the Board.

...."

SECTION 45.(c) The North Carolina Interpreter and Transliterater Licensing Board shall adopt temporary rules to implement the provisions of this act. Any temporary rules adopted in accordance with this section shall remain in effect until permanent rules that replace the temporary rules become effective.

SECTION 45.(d) Subsection (a) of this section becomes effective December 1, 2023, and applies to licenses and provisional licenses issued or renewed by the North Carolina Interpreter and Transliterater Licensing Board after that date. The remainder of this section is effective when it becomes law.

PROHIBIT DISCRIMINATION OR RETALIATION IN EMPLOYMENT FOR ABSENCES OF MEMBERS OF THE CIVIL AIR PATROL PERFORMING AUTHORIZED DUTIES

SECTION 46.(a) Article 13 of Chapter 143B of the General Statutes is amended by adding a new section to read:

"§ 143B-1033. Employment absence.

(a) An employer shall not discriminate against, discharge, demote, or otherwise take an adverse employment action against any employee that is a member of the North Carolina Wing-Civil Air Patrol on the basis of that membership or any absence required to perform duties if the absence is authorized pursuant to this section.

(b) An absence from employment by a member of the North Carolina Wing-Civil Air Patrol is authorized if it meets all of the following requirements:

- (1) The absence is necessary to perform duties incident to a State-approved mission pursuant to G.S. 143B-1030(b)(3) or a United States Air Force authorized mission.
- (2) The absence is for no more than seven consecutive scheduled working days for that employee.
- (3) The total absences in a calendar year do not exceed more than 14 scheduled working days for that employee.

(c) The employer may require that the employee furnish a copy of the employee's mission order.

(d) Nothing in this section shall be construed to require an employer to pay salary or wages to a member of the North Carolina Wing-Civil Air Patrol during the employee's authorized absence, except when the employee chooses to use any paid leave that may be available to the employee through their employment."

SECTION 46.(b) This section becomes effective December 1, 2023, and applies to absences occurring on or after that date.

PART III. MISCELLANEOUS PROVISIONS

INCREASE THE NUMBER OF RAFFLES THAT A NONPROFIT ORGANIZATION MAY HOLD PER YEAR AND INCREASE THE TOTAL APPRAISED VALUE OF ALL REAL ESTATE PRIZES OFFERED DURING A CALENDAR YEAR BY A NONPROFIT ORGANIZATION AS PART OF A RAFFLE

SECTION 47.(a) G.S. 14-309.15 reads as rewritten:

"§ 14-309.15. Raffles.

...
(c) A nonprofit organization may hold no more than ~~four~~five raffles per year.

...
(g) Real property may be offered as a prize in a raffle. ~~The maximum appraised value of real property that may be offered for any one raffle is five hundred thousand dollars (\$500,000).~~
Any nonprofit organization offering real property as a prize in a raffle shall provide the property

free from all liens, provide an owner affidavit and indemnity agreement, and provide a title commitment for the property and shall make that commitment available for inspection upon request. The total appraised value of all real estate prizes offered by any nonprofit organization shall not exceed five hundred thousand two million two hundred fifty thousand dollars ~~(\$500,000)~~ (\$2,250,000) in any calendar year.

...."

SECTION 47.(b) This section is effective when it becomes law and applies to raffles conducted on or after that date.

CLARIFY THAT INFLATABLE DEVICES ARE NOT AMUSEMENT DEVICES

SECTION 48.(a) G.S. 95-111.3 reads as rewritten:

"§ 95-111.3. Definitions.

The following definitions shall apply in this Article:

- (a)(1) ~~The term "amusement device" shall mean any~~ Amusement device. – Any mechanical or structural device or attraction that carries or conveys or permits persons to walk along, around or over a fixed or restricted route or course or within a defined area including the entrances and exits thereto, for the purpose of giving such persons amusement, pleasure, thrills or excitement. This term shall not include any of the following:
- ~~(1)a.~~ Devices operated on a river, lake, or any other natural body of water.
 - ~~(2)b.~~ Wavepools.
 - ~~(3)c.~~ Roller skating rinks.
 - ~~(4)d.~~ Ice skating rinks.
 - ~~(5)e.~~ Skateboard ramps or courses.
 - ~~(6)f.~~ Mechanical bulls.
 - ~~(7)g.~~ Buildings or concourses used in laser games.
 - ~~(8)h.~~ All-terrain vehicles.
 - ~~(9)i.~~ Motorcycles.
 - ~~(10)j.~~ Bicycles.
 - ~~(11)k.~~ Mopeds.
 - ~~(12)l.~~ Rock walls that are in a fixed, permanent location.
 - ~~(13)m.~~ Zip-lines.
 - ~~(14)n.~~ Funhouses, haunted houses, and similar walk-through devices that are erected temporarily on a seasonal basis and do not have mechanical components.
 - ~~(15)o.~~ Playground equipment, including but not limited to soft contained play equipment, swings, seesaws, slides, stationary spring-mounted animal features, jungle gyms, rider-propelled merry-go-rounds, and trampolines.
 - ~~(16)p.~~ Any train or device previously or currently approved for use on the public rail transit system.
 - q. Inflatable devices, including any air-supported device made of flexible fabric, inflated by one or more blowers, that relies upon air pressure to maintain its shape.
- ~~(b)(2)~~ The term ~~"amusement park" shall mean any~~ Amusement park. – Any tract or area used principally as a permanent location for amusement devices.
- ~~(b1)(3)~~ The term ~~"annual gross volume" shall mean the~~ Annual gross volume. – The gross receipts a person or device receives from all types of sales made and business done during a 12-month period.

- ~~(b2)~~(4) ~~The term "carnival area" shall mean any Carnival area.~~ – Any area, track, or structure that is rented, leased, or owned as a temporary location for amusement devices.
- ~~(e)~~(5) ~~The term "Commissioner" shall mean the Commissioner.~~ – The North Carolina Commissioner of Labor or his or her authorized representative.
- ~~(d)~~(6) ~~The term "Director" shall mean the Director.~~ – The Director of the Elevator and Amusement Device Division of the North Carolina Department of Labor.
- ~~(e)~~(7) ~~The term "operator" shall mean any Operator.~~ – Any person having direct control of the operation of an amusement device. The term "operator" shall not include a waterslide dispatcher or any person on the device for the purpose of receiving amusement, pleasure, thrills, or excitement.
- ~~(f)~~(8) ~~The term "owner" shall mean any Owner.~~ – Any person or authorized agent of such person who owns an amusement device or in the event such device is leased, the lessee. The term "owner" also shall include the State of North Carolina or any political subdivision thereof or any unit of local government.
- ~~(g)~~(9) ~~The term "person" shall mean any Person.~~ – Any individual, association, partnership, firm, corporation, private organization, or the State of North Carolina or any political subdivision thereof or any unit of local government.
- ~~(h)~~(10) ~~The term "waterslide" shall mean a Waterslide.~~ – A stationary amusement device that provides a descending ride on a flowing water film through a trough or tube or on an inclined plane into a pool of water. This term does not include devices where the vertical distance between the highest and the lowest points does not exceed 15 feet.
- ~~(i)~~(11) ~~The term "waterslide dispatcher" shall mean an Waterslide dispatcher.~~ – An employee who is stationed at the top of a waterslide for the purpose of managing the ride queue and dispatching users of the waterslide."

SECTION 48.(b) G.S. 95-111.12(d) reads as rewritten:

"(d) Operators of waterslides, as defined in ~~G.S. 95-111.3(h)~~, G.S. 95-111.3(10), shall notify the Commissioner of all incidences of personal injury involving the waterslides, as required by G.S. 95-111.10(a)."

COMMERCIAL MOBILE RADIO SERVICE CHANGES

SECTION 49.(a) G.S. 143B-1405(a)(4) reads as rewritten:

- "(4) Prior approval must be obtained from the 911 Board for all invoices for payment of costs that exceed ~~the lesser of:~~
 - a. ~~One one~~ hundred percent (100%) of the eligible costs allowed under this section.
 - b. ~~One hundred twenty five percent (125%) of the service charges remitted to the 911 Board by the CMRS provider."~~

SECTION 49.(b) Effective July 1, 2024, G.S. 143B-1405 is repealed.

SECTION 49.(c) Effective July 1, 2024, G.S. 143B-1403(d) reads as rewritten:

"(d) Adjustment of Charge. – The 911 Board must monitor the revenues generated by the service charges imposed by this section. If the 911 Board determines that the rates produce revenue that exceeds or is less than the amount needed, the 911 Board may adjust the rates. The 911 Board must set the service charge for prepaid wireless telecommunications service at the same rate as the monthly service charge for nonprepaid service. A change in the rate becomes effective only on July 1. The 911 Board must notify providers of a change in the rates at least 90 days before the change becomes effective. The 911 Board must notify the Department of Revenue of a change in the rate for prepaid wireless telecommunications service at least 90 days before the change becomes effective. The Department of Revenue must provide notice of a

change in the rate for prepaid wireless telecommunications service at least 45 days before the change becomes effective only on the Department's Web site. The revenues ~~must:~~

- (1) ~~Ensure full cost recovery for communications service providers over a reasonable period of time; and~~
- (2) ~~Fund shall fund~~ allocations under G.S. 143B-1404 of this Part for monthly distributions to primary PSAPs and for the State ESInet."

SECTION 49.(d) Effective July 1, 2024, G.S. 143B-1407(a) reads as rewritten:

"(a) Account and Fund Established. – A PSAP Grant and Statewide 911 Projects Account is established within the 911 Fund for the purpose of making grants to PSAPs in rural and other high-cost areas and funding projects that provide statewide benefits for 911 service. The PSAP Grant and Statewide 911 Projects Account consists of revenue allocated by the 911 Board under ~~G.S. 143B-1405(c) and~~ G.S. 143B-1406. The Next Generation 911 Reserve Fund is established as a special fund for the purpose of funding the implementation of the next generation 911 systems as approved by the 911 Board."

SECTION 49.(e) Effective July 1, 2024, G.S. 143B-1409(2) is repealed.

DELETE CONFLICTING WATER/SEWER PROVISION IN S.L. 2023-108

SECTION 50. Section 12 of S.L. 2023-108 is repealed.

TECHNICAL CORRECTION TO APPOINTMENT CRITERIA FOR THE RESIDENTIAL BUILDING CODE COUNCIL CREATED BY S.L. 2023-108

SECTION 51.(a) G.S. 143-136.1(a), as enacted by Section 1(a) of S.L. 2023-108, reads as rewritten:

"(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-general~~ contractor license under Chapter 87 of the General Statutes. Statutes and specializes in residential construction.
- (2) One member appointed by the General Assembly upon the recommendation of the President Pro Tempore of the Senate who shall hold an unlimited or intermediate ~~residential-general~~ contractor license under Chapter 87 of the General Statutes. Statutes and specializes in residential construction.
- (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~~ unlimited, intermediate, or limited 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~~ an unlimited, intermediate, or limited general contractor license under Chapter 87 of the General Statutes. Statutes and specializes in residential construction.

- (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."

SECTION 51.(b) This section is effective January 1, 2025.

INCREASE ALLOWABLE VEHICLE HEIGHT BY SIX INCHES TO FOURTEEN FEET

SECTION 52.(a) G.S. 20-116(c) reads as rewritten:

"(c) No vehicle, unladen or with load, shall exceed a height of ~~13 feet, six inches, 14 feet.~~ Provided, however, that neither the State of North Carolina nor any agency or subdivision thereof, nor any person, firm or corporation, shall be required to raise, alter, construct or reconstruct any underpass, wire, pole, trestle, or other structure to permit the passage of any vehicle having a height, unladen or with load, in excess of 12 feet, six inches. Provided further, that the operator or owner of any vehicle having an overall height, whether unladen or with load, in excess of 12 feet, six inches, shall be liable for damage to any structure caused by such vehicle having a height in excess of 12 feet, six inches."

SECTION 52.(b) This section becomes effective December 1, 2023, and applies to offenses committed on or after that date.

REVISIONS REGARDING THE LEASE OR SALE OF HOSPITAL FACILITIES TO OR FROM FOR-PROFIT OR NONPROFIT CORPORATIONS OR OTHER BUSINESS ENTITIES BY MUNICIPALITIES AND HOSPITAL AUTHORITIES

SECTION 53.(a) G.S. 131E-13 reads as rewritten:

"§ 131E-13. Lease or sale of hospital facilities to or from for-profit or nonprofit corporations or other business entities by municipalities and hospital authorities.

(a) A municipality or hospital authority as defined in G.S. 131E-16(14), may lease, sell, or convey any hospital facility, or ~~part, part of a hospital facility,~~ to a corporation, foreign or domestic, authorized to do business in North Carolina, subject to these conditions, which shall be included in the lease, agreement of sale, or agreement of conveyance:

- (1) The corporation shall continue to provide the same or similar clinical hospital services to its patients in medical-surgery, obstetrics, pediatrics, outpatient and emergency treatment, including emergency services for the indigent, that the hospital facility provided prior to the lease, sale, or conveyance. These services may be terminated only as prescribed by Certificate of Need Law prescribed in Article 9 of Chapter 131E of the General Statutes, or, if Certificate of Need Law is inapplicable, by review procedure designed to guarantee public participation pursuant to rules adopted by the Secretary of the Department of Health and Human Services.
- (2) The corporation shall ensure that indigent care is available to the population of the municipality or area served by the hospital authority at levels related to need, as previously demonstrated and determined mutually by the municipality or hospital authority and the corporation.
- (3) The corporation shall not enact financial admission policies that have the effect of denying essential medical services or treatment solely because of a patient's immediate inability to pay for the services or treatment.
- (4) The corporation shall ensure that admission to and services of the facility are available to beneficiaries of governmental reimbursement programs (Medicaid/Medicare) without discrimination or preference because they are beneficiaries of those programs.
- (5) The corporation shall prepare an annual report that shows compliance with the requirements of the lease, sale, or conveyance.

The corporation shall further agree that if it fails to substantially comply with these conditions, or if it fails to operate the facility as a community general hospital open to the general public and free of discrimination based on race, creed, color, sex, or national origin unless relieved of this responsibility by operation of law, or if the corporation dissolves without a successor corporation to carry out the terms and conditions of the lease, agreement of sale, or agreement of conveyance, all ownership or other rights in the hospital facility, including the building, land and equipment associated with the hospital, shall revert to the municipality or hospital authority or successor entity originally conveying the hospital; provided that any building, land, or equipment associated with the hospital facility that the corporation has constructed or acquired since the sale may revert only upon payment to the corporation of a sum equal to the cost less depreciation of the building, land, or equipment.

This section shall not apply to (i) leases in which the same tenant has continuously held possession of a hospital facility, or part of a hospital facility, since at least June 30, 1984, or (ii) leases, sales, or conveyances of nonmedical services or commercial activities, including the gift shop, cafeteria, the flower shop, or to surplus hospital property that is not required in the delivery of necessary hospital services at the time of the lease, sale, or conveyance.

...

(d) The municipality or hospital authority shall comply with the following procedures before leasing, selling, or conveying a hospital facility, or part ~~thereof~~ of a hospital facility:

- (1) The municipality or hospital authority shall first adopt a resolution declaring its intent to sell, lease, or convey the hospital facility at a regular meeting on 10 days' public notice. Notice shall be given by publication in one or more papers of general circulation in the affected area describing the intent to lease, sell, or convey the hospital facility involved, known potential buyers or lessees, a solicitation of additional interested buyers or lessees and intent to negotiate the terms of the lease or sale. Specific notice, given by certified mail, shall be given to the local office of each state-supported program that has made a capital expenditure in the hospital facility, to the Department of Health and Human Services, and to the Office of State Budget and Management.

- (2) At the meeting to adopt a resolution of intent, the municipality or hospital authority shall request proposals for lease or purchase by direct solicitation of at least five prospective lessees or buyers. The solicitation shall include a copy of G.S. 131E-13.
- (3) The municipality or hospital authority shall conduct a public hearing on the resolution of intent not less than 15 days after its adoption. Notice of the public hearing shall be given by publication at least 15 days before the hearing. All interested persons shall be heard at the public hearing.
- (4) Before considering any proposal to lease or purchase, the municipality or hospital authority shall require information on charges, services, and indigent care at similar facilities owned or operated by the proposed lessee or buyer.
- (5) Not less than 45 days after adopting a resolution of intent and not less than 30 days after conducting a public hearing on the resolution of intent, the municipality or hospital authority shall conduct a public hearing on proposals for lease or purchase that have been made. Notice of the public hearings shall be given by publication at least 10 days before the hearing. The notice shall state that copies of proposals for lease or purchase are available to the public.
- (6) The municipality or hospital authority shall make copies of the proposals to lease or purchase available to the public at least 10 days before the public hearing on the proposals.
- (7) Not less than 60 days after adopting a resolution of intent, the municipality or hospital authority at a regular meeting shall approve any lease, sale, or conveyance by a resolution. The municipality or hospital authority shall adopt this resolution only upon a finding that the lease, sale, or conveyance is in the public interest after considering whether the proposed lease, sale, or conveyance will meet the health-related needs of medically underserved groups, such as low income persons, racial and ethnic minorities, and handicapped persons. Notice of the regular meeting shall be given at least 10 days before the meeting and shall state that copies of the lease, sale, or conveyance proposed for approval are available.
- (8) At least 10 days before the regular meeting at which any lease, sale, or conveyance is approved, the municipality or hospital authority shall make copies of the proposed contract available to the public.

(d1) Subsection (d) of this section does not apply to subleases in which the same tenant, acting as a sublessor, has continuously held possession of a hospital facility, or part of a hospital facility, since at least June 30, 1984; provided, however, that upon notice by the tenant to a municipality or hospital authority that the tenant, acting as a sublessor, has approved a sublease of a hospital facility, or part of a hospital facility, the municipality or hospital authority shall comply with the provisions of subdivisions (h)(1) through (h)(4) of this section.

...

(h) A municipality or hospital authority that has complied with the requirements of subdivisions (1) through (6) of subsection (d) of this section but has not, following good-faith negotiations, approved any lease, sale, or conveyance as required by subdivisions (7) and (8) of subsection (d) of this section may, not less than 120 days following the public hearing required by subdivision (5) of subsection (d) of this section, solicit additional prospective lessees or buyers not previously solicited as required by subdivision (2) of subsection (d) of this section and may approve any lease, sale, or conveyance without the necessity to repeat compliance with the requirements of subdivisions (1) through (6) of subsection (d) of this section, except for the following:

- (1) Before considering any proposal to lease or purchase the hospital facility or part thereof, of a hospital facility, the municipality or hospital authority shall

require information on charges, services, and indigent care at similar facilities leased, owned, or operated by the proposed lessee or buyer.

- (2) The municipality or hospital authority shall declare its intent to approve any lease or sale in the manner authorized by this subsection at a regular or special meeting held on 10 days' public notice. Such notice shall state that copies of the lease, sale, or conveyance proposed for approval will be available 10 days prior to the regular or special meeting required by subdivision (3) of this subsection and that the lease, sale, or conveyance shall be considered for approval at a regular or special meeting not less than 10 days following the regular or special meeting required by this subsection. Notice shall be given by publication in one or more papers of general circulation in the affected area describing the intent to lease, sell, or convey the hospital facility involved and the potential buyer or lessee.
- (3) Not less than 10 days following the regular or special meeting required by subdivision (2) of this subsection, the municipality or hospital authority shall approve any lease, sale, or conveyance by a resolution at a regular or special meeting.
- (4) At least 10 days before the regular or special meeting at which any lease, sale, or conveyance is approved, the municipality or hospital authority shall make copies of the proposed contract available to the public."

SECTION 53.(b) This section becomes effective January 1, 2024.

PART IV. SEVERABILITY CLAUSE AND EFFECTIVE DATE

SECTION 54.(a) If any provision of this act or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this act that can be given effect without the invalid provision or application and, to this end, the provisions of this act are declared to be severable.

SECTION 54.(b) Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 22nd day of September, 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 1:22 p.m. this 10th day of October, 2023.

s/ Ms. Sarah Holland
Senate Principal Clerk

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, January 4, 2024.

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, F. Gammon (for S. Hensley), J. Palillo, and H. Whittaker

Voting Members Absent: J. Kluttz

Non-Voting Members Present: Commissioner Bergman, B. Richards, T. Barron, and E. Sloop.

Non-Voting Members Absent: None

Motion: M. Pollard made a Motion to Amend the January agenda and add Item 5A under Other Business to include discussion related to blight and safe streets. J. Palillo seconded the motion.

Vote: The motion passed unanimously (8-0).

Approval of Minutes

Item 2A. Consider approval of the December 7, 2023, Regular Meeting Minutes

Motion: J. Palillo made a Motion to Approve the December 7, 2023, regular meeting minutes as amended. K. Jones seconded the motion.

Vote: The motion passed unanimously (8-0).

Public Comments

None

Action Agenda

4A. Consider a recommendation on petition #TA24-01, a request by the Huntersville Planning Department for a text amendment to Article 3.3.2(2)(d), 3.3.2-A(e), 3.3.2B(e), 3.3.3-A(e), 3.3.3(2)(d), and Article 8.17(3)(e) to bring the text into compliance with HB 600.

P. Patterson, Planner I reviewed the proposed text amendment.

The Board had discussion related to the terminology of pre-existing and stormwater mitigation requirements.

Motion: F. Gammon made a motion to recommend Approval of TA24-01, a request by Huntersville Planning Department for a text amendment. M. Jones seconded the motion.

Vote: The motion passed unanimously (8-0).

4B. Consider a recommendation on petition #TA24-02, a request by the Huntersville Planning Department for a text amendment to Article 10, Section 10.10.9, 10.12, and 10.14.3 to clarify the Town's role in permitting, the placement, and removal of campaign signs.

P. Patterson, Planner I reviewed the proposed text amendment.

M. Jones had discussion related to the proposed two standards based on the road being either Town maintained, or State maintained. Concern was expressed that the Zoning Ordinance was not in compliance with the State Statue and that there were people relying on the Zoning Ordinance to enforce the removal of signs which could make the person compliant in a criminal act. The question was posed as to whether we want two standards and for people to be liable for correctly identifying the road to know if they are compliant when placing their campaign signs versus creating one standard. Legal staff replied that the language is being updated to remove the Town's enforcement of campaign signs on any NCDOT maintained right-of-way and noted that the proposed language is in favor of being slightly broader with the only difference being that the Town permits any owner to grant permission including a vacant lot, whereas NCDOT requires permission to be from an owner of a residence, business, or religious institution.

A. Hallman asked staff to confirm if the zoning ordinance stating that a 16 square foot, 6-foot-high sign with permission of the owner is restricted to the person campaigning. H. Whittaker confirmed that the confusion is if the reference is to the owner of the sign or the owner of the property. Staff confirmed that it is any private owner whose land the sign is being placed on and suggested that the language be updated to private property owners. This was agreeable to the Board.

M. Jones commented that he is concerned that there will still be two standards which creates complexity and possible confusion. Legal staff responded that the recommendation is to use the broader application to allow signs to be placed on vacant land but to still require the private landowner's approval given it is their property.

F. Gammon commented that staff may want to consider providing candidates with a method to identify which road is maintained by whom in order to be in compliance. Staff confirmed that the Powell Bill map is always available online which provides that information and direction can be communicated to the candidates.

J. Palillo commented that roads within the town limits should be subject to one set of rules, the only difference is the maintenance. Staff responded that the maintenance and enforcement on state-maintained roads include campaign signs and confirmed that there are laws related to the removal of campaign signs.

F. Gammon reviewed how right-of-way is treated and how each municipality is permitted to create their own rules meaning county candidates must determine how to be in compliance for

each municipality. Legal staff confirmed that for right-of-way the property owner must grant permission under the current and proposed language.

H. Whittaker asked how this is enforced. Staff confirmed that they call the owner of the sign and typically the candidate complies. If they do not come in compliance, then Code Enforcement would remove the sign and notify the candidate.

M. Jones commented that a reference to the State statutes should be placed so that people do not take it upon themselves to enforce the ordinance without knowing that there is another applicable guideline. Staff responded that the ordinances are enforced by Code Enforcement officers. Commissioner Bergman recommended that a public service announcement would be beneficial during campaign season posted on social media and the website.

Motion: M. Jones made a motion to Approve TA24-02 with an amendment to add a reference in Article 9.D to NCGS 136.32b, c, d and f so that anyone reading this ordinance will know that there is another standard for state-maintained roads. S. Harrington seconded the motion.

Vote: The motion passed (7-1) with H. Whittaker abstaining.

Other Business

5A. Discussion on blight and safe streets.

M. Pollard stated that he has made observations when you walk around town and see dead-end streets with a barrier and signage in commercial and residential areas with sidewalks that dead-end. The sidewalks do not have a curb cut for pedestrians to safely exit the sidewalk and cross the street. These street stubs in residential developments deprive residents of unobstructed sidewalks even when there is not likely going to be adjacent development. Examples provided included Holbrook in a new community where the barrier is a sewer pipe, OrthoCarolina has a stub at the first right preventing pedestrians in need of ortho care from being able to walk freely to their medical services. He then shared that, sidewalks should either have a curb cut or a continuous sidewalk should be installed for all future development.

The Board had general agreement that a curb cut requirement to safely cross the street would be beneficial. Staff responded that the Engineering Standards has included that requirement since 2018.

M. Pollard requested that staff provide at the next meeting and provide additional insight on how in the future we will achieve compliance with complete streets particularly as it relates to street stubs.

M. Pollard commented on properties that have been burned out and are still standing which have a potential economic impact on our Town. He proposed that the Board may want to consider an ordinance related to blight to address possible future conflicts as the Town grows. Secondly, there is also an area where neighbors are being deprived of their own right to look out their window. Requiring a specific mitigation schedule may be something to consider. Chairwoman Hallman commented that the answer to that question may be no, there is not

something more that this Board needs to do but perhaps Staff could share with the Board why that is at the next meeting. M. Pollard agreed more of an insight from staff would be beneficial and it would be great to reconcile if there are any statutory differences based on the discussion from the December 2023 meeting on the same topic.

Motion: M. Pollard made a motion to add to the agenda for our subsequent meeting that staff provide an overview of current ordinances regulating stubs within the city and to make sure that as projects are approved moving forward that there is a complete street component that enables residents to have full access to safely crossroads and use sidewalks. J. Palillo seconded the motion.

F. Gammon requested an amendment to the motion that a discussion be added to see if the ordinances should be updated to review connectivity sections which the stubs fall into, that may need to be looked at as well.

Amended Motion: M. Pollard made an amended motion to add to the agenda for our subsequent meeting that staff provide an overview of current ordinances regulating stubs within the city and to make sure that as projects are approved moving forward that there is a complete street component that enables residents to have full access to safely cross roads and use sidewalks, and identify if there is a need to update the connectivity portions of the ordinance. J. Palillo seconded the motion.

Vote: The motion passed unanimously (8-0).

Adjourn

Motion: H. Whittaker made a Motion to Adjourn. M. Pollard seconded the motion.

Vote: The motion passed unanimously (8-0).

Approved this ____ day of _____ 2024.

Chair or Vice Chair

Board Secretary

**AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE ZONING ORDINANCE TO
COMPLY WITH NORTH CAROLINA HB 600**

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 3.3.2(2)(d) of the Zoning Ordinance, Exceptions to Applicability, is hereby amended as follows:

- d. This Section 3.3.2 shall not require private property owners to install new or increased stormwater controls for (i) preexisting development or (ii) redevelopment activities that do not remove or decrease existing stormwater controls. When a preexisting development is redeveloped, either in whole or in part, increased stormwater controls shall only be required for the amount of impervious surface being created that exceeds the amount of impervious surface that existed before the ~~redevelopment~~. ~~Provided, however, a redevelopment, irrespective of whether the impervious surface that existed before the redevelopment is to be demolished or relocated during the development activity. A property owner may voluntarily elect to treat all the stormwater resulting from the net increase in built-upon area above the preexisting development or redevelopment activities described herein for the purpose of exceeding allowable density under the applicable water supply watershed rules as provided in as provided in G.S. 143-214.5(d3) and as further described in this Article 3.~~

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 3.3.2-A(e), 3.3.2-B(e), and 3.3.3-A(e) of the Zoning Ordinance, Built-Upon Area (BUA) Development Standards, is hereby amended as follows:

(e) Built-Upon Area (BUA) Development Standards. For individual buildings or for development projects within the Critical Areas, the following impervious area limitations are established on a building or project basis.

Notwithstanding the above, an applicant shall be allowed to exceed the allowable Built-Upon Area (density) under the water supply watershed rules if all of the following circumstances apply:

- (1) The property was developed prior to October 1, 1993, the effective date of the local water supply watershed program.
- (2) The property has not been combined with additional lots after January 1, 2021.
- (3) The property has not been a participant in a density averaging transaction as provided in Section 3.3.2-A(h).
- (4) The current use of the property is nonresidential.

(5) ~~In the sole discretion, and at the voluntary~~ At the election, of the property owner, the stormwater from ~~all of the existing and new~~ any net increase in built-upon area on the property above the preexisting development is treated in accordance with all applicable local government, State, and federal laws and regulations.

(6) The remaining vegetated buffers on the property are preserved in accordance with Section 3.3.2-A(f).

Section 3. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 3.3.3(2)(d) of the Zoning Ordinance, Exceptions to Applicability, is hereby amended as follows:

- d. This Section 3.3.3 shall not require private property owners to install new or increased stormwater controls for (i) preexisting development or (ii) redevelopment activities that do not remove or decrease existing stormwater controls. When a preexisting development is redeveloped, either in whole or in part, increased stormwater controls shall only be required for the amount of impervious surface being created that exceeds the amount of impervious surface that existed before the ~~redevelopment. Provided, however, a~~ redevelopment, irrespective of whether the impervious surface that existed before the redevelopment is to be demolished or relocated during the development activity. A property owner may ~~voluntarily~~ elect to treat ~~all the stormwater resulting from the net increase in built-upon area above the preexisting development or redevelopment activities described herein~~ all the stormwater resulting from the net increase in built-upon area above the preexisting development for the purpose of exceeding allowable density under the applicable water supply watershed rules as provided in as provided in G.S. 143-214.5(d3) and as further described in this Article 3.

Section 4. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 8.17(3)(e) of the Zoning Ordinance, Exceptions to Applicability, is hereby amended as follows:

- e. This Article shall not require private property owners to install new or increased stormwater controls for (i) preexisting development or (ii) redevelopment activities that do not remove or decrease existing stormwater controls. When a preexisting development is redeveloped, either in whole or in part, increased stormwater controls shall only be required for the amount of impervious surface being created that exceeds the amount of impervious surface that existed before the ~~redevelopment. Provided, however, a~~ redevelopment, irrespective of whether the impervious surface that existed before the redevelopment is to be demolished or relocated during the development activity. A property owner may ~~voluntarily~~ elect to treat ~~all the stormwater resulting from the net increase in built-upon area above the preexisting development or redevelopment activities described herein~~ all the stormwater resulting from the net increase in built-upon area above the preexisting development for the purpose of exceeding allowable density under the applicable water supply watershed rules as provided in as provided in G.S. 143-214.5(d3) and as further described in this Article 3.

Section 5. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD:

PLANNING BOARD:

TOWN BOARD:



Text Amendment Application

Date of Application 12/22/2023

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

X 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): See Attached Section(s): See Attached

Current Ordinance

See Attached

Proposed Text

See Attached

Reason for Proposed
Change

To comply with State Statutes (HB600)

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 _____ Date _____

Title _____ Email _____

Address of Applicant _____

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 THE TOWN OF HUNTERSVILLE ZONING ORDINANCE TO COMPLY WITH
NORTH CAROLINA HB 600**

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Section 5. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD:

PLANNING BOARD:

TOWN BOARD:

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Patrick Patterson, Planner I

Date: March 4, 2024

Subject: Conduct Public Hearing on Petition #TA24-02 Text Amendment (Campaign Signs)

EXPLAIN REQUEST:

Consider a recommendation on petition #TA24-02, a request by the Huntersville Planning Department for a text amendment to Article 10, Section 10.10.9, 10.12, and 10.14.3 to clarify the Town's role in permitting, the placement, and enforcement of campaign signs.

ACTION RECOMMENDED:

Conduct a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA24-02 Staff Report PH
2. GS_136-32
3. HOAB January 4, 2024 Minutes
4. TA24-02 Application
5. Campaign signs ordinance TA24-02

TA24-02 Campaign Signs

PART 1: DESCRIPTION

TA24-02 is a text amendment request by the Town of Huntersville Planning Department to amend Article 10, Section 10.10.9, 10.12, and 10.14.3 to clarify the Town's role in permitting, the placement, and enforcement of campaign signs.

PART 2: BACKGROUND

This past election cycle, planning staff received several inquiries about campaign signs and the Town's rules in permitting, the placement, and the enforcement of campaign signs. This text amendment is introducing minor changes in the language to further clarify the Town's role regarding enforcement on Town Property or Town-maintained right-of-way and where campaign signs are permitted. The proposed amendment intends to clarify/institute the following:

The amendments to Section 10.10.9 are to clarify that individuals must seek permission from private property owners before placing a sign. Individuals must also seek permission from any property owner fronting the Town maintained right-of-way where a sign is erected.

The amendments to Section 10.12 clarify that temporary Campaign and Election signs are allowed to extend into the right-of-way of Town Maintained roads, and as allowed by the North Carolina Department of Transportation along the streets that they maintain. This clarifies the Town's stance on Campaign Signs in the right-of-way and defers to the North Carolina Department of Transportation for their right-of-way regulations.

The amendments to Section 10.14.3 signify that Town staff may remove any illegal sign placed on Town property or Town-maintained right-of-way.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

No relevant policies on sign enforcement in 2040 plan.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment TA24-02 as it clarifies the Town's role in permitting, the placement, and enforcement of campaign signs.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD-

On January 4th, 2024, The Huntersville Ordinances Advisory Board (HOAB) recommended approval with a vote of (7-0-1) with a recommendation to add a reference to NC General Statutes 136-32, (b)(c)(d)(e)(f) in Article 10.10.9(d), so that anyone reading the ordinance understands that there is another standard for state-maintained roads.

PART 6: PUBLIC HEARING

The Public Hearing is scheduled for March 4, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled for March 26, 2024.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. General Statutes 136-32
4. HOAB Minutes

PART 9: STATEMENT OF CONSISTENCY – TA24-02

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA24-02, 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 will provide further clarification to the language.	APPROVAL: In considering the proposed amendment TA24-02, 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...(Explain)	APPROVAL: In considering the proposed amendment TA24-02, 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...(Explain)
DENIAL: N/A	DENIAL: In considering the proposed amendment TA24-02, 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.... (Explain)	DENIAL: In considering the proposed amendment TA24-02, 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.... (Explain)

§ 136-32. Regulation of signs.

(a) **Commercial Signs.** – No unauthorized person shall erect or maintain upon any highway any warning or direction sign, marker, signal or light or imitation of any official sign, marker, signal or light erected under the provisions of G.S. 136-30, except in cases of emergency. No person shall erect or maintain upon any highway any traffic or highway sign or signal bearing thereon any commercial or political advertising, except as provided in subsections (b) through (e) of this section: Provided, nothing in this section shall be construed to prohibit the erection or maintenance of signs, markers, or signals bearing thereon the name of an organization authorized to erect the same by the Department of Transportation or by any local authority referred to in G.S. 136-31. Any person who shall violate any of the provisions of this section shall be guilty of a Class 1 misdemeanor. The Department of Transportation may remove any signs erected without authority or allowed to remain beyond the deadline established in subsections (b) and (b1) of this section.

(b) **Compliant Political Signs Permitted.** – During the period beginning on the 30th day before the beginning date of "one-stop" early voting under G.S. 163-227.2 and ending on the 10th day after the primary or election day, persons may place political signs in the right-of-way of the State highway system as provided in this section. Signs must be placed in compliance with subsection (d) of this section and must be removed by the end of the period prescribed in this subsection. Any political sign remaining in the right-of-way of the State highway system more than 30 days after the end of the period prescribed in this subsection shall be deemed unlawfully placed and abandoned property, and a person may remove and dispose of such political sign without penalty.

(b1) **Compliant Farm Signs Permitted.** – During a farm's seasonal operation, persons may place farm signs in the right-of-way of the State highway system as provided in this section. Signs must be placed in compliance with subsection (d) of this section and must be removed by the end of the farm's season. Any farm sign remaining in the right-of-way of the State highway system more than 30 days after the end of the period prescribed in this subsection shall be deemed unlawfully placed and abandoned property, and a person may remove and dispose of the farm sign without penalty.

(c) **Definitions.** – For purposes of this section, the following definitions apply:

- (1) **Farm.** – Any property that is used for a bona fide farm purpose as provided in G.S. 106-581.1.
- (2) **Farm sign.** – A sign that advertises a farm, products grown, raised, or produced on a farm, or services provided on a farm; or that provides customers with directions to a farm.
- (3) **Political sign.** – Any sign that advocates for political action. The term does not include a commercial sign.

(d) **Sign Placement.** – The permittee must obtain the permission of any property owner of a residence, business, or religious institution fronting the right-of-way where a sign would be erected. Signs must be placed in accordance with the following:

- (1) No sign shall be permitted in the right-of-way of a fully controlled access highway.
- (2) No sign shall be closer than three feet from the edge of the pavement of the road.
- (3) No sign shall obscure motorist visibility at an intersection.
- (4) No sign shall be higher than 42 inches above the edge of the pavement of the road.
- (5) No sign shall be larger than 864 square inches.
- (6) No sign shall obscure or replace another sign.

(e) Penalties for Unlawful Removal of Signs. – It is a Class 3 misdemeanor for a person to steal, deface, vandalize, or unlawfully remove a political sign that is lawfully placed under this section.

(f) Application Within Municipalities. – Pursuant to Article 8 of Chapter 160A of the General Statutes, a city may by ordinance prohibit or regulate the placement of political signs on rights-of-way of streets located within the corporate limits of a municipality and maintained by the municipality. Any such ordinance shall provide that any political sign that remains in a right-of-way of streets located within the corporate limits of a municipality and maintained by the municipality more than 30 days after the end of the period prescribed in the ordinance is to be deemed unlawfully placed and abandoned property, and a person may remove and dispose of such political sign without penalty. In the absence of an ordinance prohibiting or regulating the placement of political signs on the rights-of-way of streets located within a municipality and maintained by the municipality, the provisions of subsections (b) through (e) of this section shall apply. (1921, c. 2, s. 9(b); C.S., s. 3846(r); 1927, c. 148, ss. 56, 58; 1933, c. 172, s. 17; 1957, c. 65, s. 11; 1973, c. 507, s. 5; 1977, c. 464, s. 7.1; 1991 (Reg. Sess., 1992), c. 1030, s. 39; 1993, c. 539, s. 981; 1994, Ex. Sess., c. 24, s. 14(c); 2011-408, s. 1; 2017-6, s. 3; 2018-146, ss. 3.1(a), (b), 6.1; 2019-119, s. 1; 2023-63, s. 2.)

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, January 4, 2024.

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, F. Gammon (for S. Hensley), J. Palillo, and H. Whittaker

Voting Members Absent: J. Kluttz

Non-Voting Members Present: Commissioner Bergman, B. Richards, T. Barron, and E. Sloop.

Non-Voting Members Absent: None

Motion: M. Pollard made a Motion to Amend the January agenda and add Item 5A under Other Business to include discussion related to blight and safe streets. J. Palillo seconded the motion.

Vote: The motion passed unanimously (8-0).

Approval of Minutes

Item 2A. Consider approval of the December 7, 2023, Regular Meeting Minutes

Motion: J. Palillo made a Motion to Approve the December 7, 2023, regular meeting minutes as amended. K. Jones seconded the motion.

Vote: The motion passed unanimously (8-0).

Public Comments

None

Action Agenda

4A. Consider a recommendation on petition #TA24-01, a request by the Huntersville Planning Department for a text amendment to Article 3.3.2(2)(d), 3.3.2-A(e), 3.3.2B(e), 3.3.3-A(e), 3.3.3(2)(d), and Article 8.17(3)(e) to bring the text into compliance with HB 600.

P. Patterson, Planner I reviewed the proposed text amendment.

The Board had discussion related to the terminology of pre-existing and stormwater mitigation requirements.

Motion: F. Gammon made a motion to recommend Approval of TA24-01, a request by Huntersville Planning Department for a text amendment. M. Jones seconded the motion.

Vote: The motion passed unanimously (8-0).

4B. Consider a recommendation on petition #TA24-02, a request by the Huntersville Planning Department for a text amendment to Article 10, Section 10.10.9, 10.12, and 10.14.3 to clarify the Town's role in permitting, the placement, and removal of campaign signs.

P. Patterson, Planner I reviewed the proposed text amendment.

M. Jones had discussion related to the proposed two standards based on the road being either Town maintained, or State maintained. Concern was expressed that the Zoning Ordinance was not in compliance with the State Statue and that there were people relying on the Zoning Ordinance to enforce the removal of signs which could make the person compliant in a criminal act. The question was posed as to whether we want two standards and for people to be liable for correctly identifying the road to know if they are compliant when placing their campaign signs versus creating one standard. Legal staff replied that the language is being updated to remove the Town's enforcement of campaign signs on any NCDOT maintained right-of-way and noted that the proposed language is in favor of being slightly broader with the only difference being that the Town permits any owner to grant permission including a vacant lot, whereas NCDOT requires permission to be from an owner of a residence, business, or religious institution.

A. Hallman asked staff to confirm if the zoning ordinance stating that a 16 square foot, 6-foot-high sign with permission of the owner is restricted to the person campaigning. H. Whittaker confirmed that the confusion is if the reference is to the owner of the sign or the owner of the property. Staff confirmed that it is any private owner whose land the sign is being placed on and suggested that the language be updated to private property owners. This was agreeable to the Board.

M. Jones commented that he is concerned that there will still be two standards which creates complexity and possible confusion. Legal staff responded that the recommendation is to use the broader application to allow signs to be placed on vacant land but to still require the private landowner's approval given it is their property.

F. Gammon commented that staff may want to consider providing candidates with a method to identify which road is maintained by whom in order to be in compliance. Staff confirmed that the Powell Bill map is always available online which provides that information and direction can be communicated to the candidates.

J. Palillo commented that roads within the town limits should be subject to one set of rules, the only difference is the maintenance. Staff responded that the maintenance and enforcement on state-maintained roads include campaign signs and confirmed that there are laws related to the removal of campaign signs.

F. Gammon reviewed how right-of-way is treated and how each municipality is permitted to create their own rules meaning county candidates must determine how to be in compliance for

each municipality. Legal staff confirmed that for right-of-way the property owner must grant permission under the current and proposed language.

H. Whittaker asked how this is enforced. Staff confirmed that they call the owner of the sign and typically the candidate complies. If they do not come in compliance, then Code Enforcement would remove the sign and notify the candidate.

M. Jones commented that a reference to the State statutes should be placed so that people do not take it upon themselves to enforce the ordinance without knowing that there is another applicable guideline. Staff responded that the ordinances are enforced by Code Enforcement officers. Commissioner Bergman recommended that a public service announcement would be beneficial during campaign season posted on social media and the website.

Motion: M. Jones made a motion to Approve TA24-02 with an amendment to add a reference in Article 9.D to NCGS 136.32b, c, d and f so that anyone reading this ordinance will know that there is another standard for state-maintained roads. S. Harrington seconded the motion.

Vote: The motion passed (7-1) with H. Whittaker abstaining.

Other Business

5A. Discussion on blight and safe streets.

M. Pollard stated that he has made observations when you walk around town and see dead-end streets with a barrier and signage in commercial and residential areas with sidewalks that dead-end. The sidewalks do not have a curb cut for pedestrians to safely exit the sidewalk and cross the street. These street stubs in residential developments deprive residents of unobstructed sidewalks even when there is not likely going to be adjacent development. Examples provided included Holbrook in a new community where the barrier is a sewer pipe, OrthoCarolina has a stub at the first right preventing pedestrians in need of ortho care from being able to walk freely to their medical services. He then shared that, sidewalks should either have a curb cut or a continuous sidewalk should be installed for all future development.

The Board had general agreement that a curb cut requirement to safely cross the street would be beneficial. Staff responded that the Engineering Standards has included that requirement since 2018.

M. Pollard requested that staff provide at the next meeting and provide additional insight on how in the future we will achieve compliance with complete streets particularly as it relates to street stubs.

M. Pollard commented on properties that have been burned out and are still standing which have a potential economic impact on our Town. He proposed that the Board may want to consider an ordinance related to blight to address possible future conflicts as the Town grows. Secondly, there is also an area where neighbors are being deprived of their own right to look out their window. Requiring a specific mitigation schedule may be something to consider. Chairwoman Hallman commented that the answer to that question may be no, there is not

something more that this Board needs to do but perhaps Staff could share with the Board why that is at the next meeting. M. Pollard agreed more of an insight from staff would be beneficial and it would be great to reconcile if there are any statutory differences based on the discussion from the December 2023 meeting on the same topic.

Motion: M. Pollard made a motion to add to the agenda for our subsequent meeting that staff provide an overview of current ordinances regulating stubs within the city and to make sure that as projects are approved moving forward that there is a complete street component that enables residents to have full access to safely crossroads and use sidewalks. J. Palillo seconded the motion.

F. Gammon requested an amendment to the motion that a discussion be added to see if the ordinances should be updated to review connectivity sections which the stubs fall into, that may need to be looked at as well.

Amended Motion: M. Pollard made an amended motion to add to the agenda for our subsequent meeting that staff provide an overview of current ordinances regulating stubs within the city and to make sure that as projects are approved moving forward that there is a complete street component that enables residents to have full access to safely cross roads and use sidewalks, and identify if there is a need to update the connectivity portions of the ordinance. J. Palillo seconded the motion.

Vote: The motion passed unanimously (8-0).

Adjourn

Motion: H. Whittaker made a Motion to Adjourn. M. Pollard seconded the motion.

Vote: The motion passed unanimously (8-0).

Approved this ____ day of _____ 2024.

Chair or Vice Chair

Board Secretary



Text Amendment Application

Date of Application 12/22/2023

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

X 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): See Attached Section(s): See Attached

Current Ordinance

See Attached

Proposed Text

See Attached

Reason for Proposed Change

To clarify the Town's role in permitting, the placement, and removal of campaign signs.

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  Date 1/2/23

Title Planning Director Email brichards@huntersville.org

Address of Applicant 105 Gilead Rd

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 THE TOWN OF HUNTERSVILLE ZONING ORDINANCE ON ARTICLE 10-SIGNS

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 10.10.9 of the Zoning Ordinance, Signs Permitted Without a Sign Permit, is hereby amended as follows:

9. Campaign or Election signs provided that:

- a. Individual signs shall not exceed 16 square feet in area or 6 feet in height if located on the owner's private property, and 6 square feet in area and 3 1/2 feet in height if located in a right-of-way.
- b. No signs shall be permitted in the right-of-way of a any fully controlled access highway.
- c. Signs shall be no closer than 3 feet from the edge of pavement of the road and shall not obscure motorists' visibility at an intersection.
- d. Permission shall be obtained from any property owner fronting ~~the~~ Town maintained right-of-way where a sign is erected.
- e. If erected in the right-of-way, signs may be erected no earlier than 30 days prior to the beginning date of "one-stop" early voting (or the third Thursday prior to the election date) and shall be removed within 10 days after the election or primary for which they were made. Any political sign that remains in a right-of-way of streets located within the corporate limits of the Town and maintained by the Town more than 30 days after the end of the period prescribed herein is to be deemed unlawfully placed and abandoned property, and a person may remove and dispose of such political sign without penalty.
- f. If erected on the owner's private property, signs may be erected no earlier than 90 days prior to the beginning date of "one-stop" early voting and shall be removed within 10 days after the election or primary for which they were made.

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 10.12 of the Zoning Ordinance, Prohibited Signs, is hereby amended as follows:

10.12 Prohibited Signs

The following signs are prohibited in all zoning districts:

1. Signs extending into the public right-of-way other than temporary Campaign and Election signs allowed in accordance with Article 10.10.9 and those permanent signs approved by the Town Manager of Huntersville along town-maintained streets and ~~the as allowed by the~~ North Carolina Department of Transportation along State-maintained System Streets.
2. Roof signs.
3. Portable signs (with the exception of sidewalk signs in accordance with Article 10.10.18).
4. Flashing, fluttering, swinging, or rotating signs with the exception of time and/or temperature signs.
5. Signs that are similar in color, design, and appearance to traffic control signs.

6. Vehicular signs as defined in Article 12 of the Zoning Ordinance.
7. Off-premise signs, including Outdoor Advertising Signs. No internally illuminated or self-luminous off-premise sign is permitted. See Sections 10.7.2 and 10.9 for special exceptions for certain non-commercial signs.
8. Obsolete signs: signs that do not comply with the provisions of this ordinance and identify or advertise a use or operation of which has ceased for one year or more.
9. Other signs not expressly allowed by this ordinance.
10. Signs which are not effectively shielded as to prevent beams or rays of light from being directed at any portion of the traveled ways of controlled routes and which are of such intensity or brilliance as to cause glare or to impair the vision of the driver of any motor vehicle, or which otherwise interfere with the operation of a motor vehicle are prohibited.
11. Signs advertising or otherwise promoting the existence of a temporary health care structure.
12. Nothing in this subsection should be interpreted to conflict with N.C.G.S. § 136-131.2.

Section 3. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 10.14.3 of the Zoning Ordinance, Removal And Disposal Of Signs In The Right-Of-Way, is hereby amended as follows:

10.14.3 Removal And Disposal Of Signs ~~In The Right-Of-Way~~

In accordance with ~~Subject to~~ N.C.G.S. § 136-32(f) and 160A-176 ~~136-131.1~~, the Zoning Administrator or other agents of the Town of Huntersville may remove any illegal sign placed on Town public property or within any Town-maintained right-of-way ~~of any public or private street~~.

Section 4. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD:

PLANNING BOARD:

TOWN BOARD:

AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE ZONING ORDINANCE ON
ARTICLE 10- SIGNS

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- b. No signs shall be permitted in the right-of-way of ~~a~~ any fully controlled access highway.
- c. Signs shall be no closer than 3 feet from the edge of pavement of the road and shall not obscure motorists' visibility at an intersection.
- d. Permission shall be obtained from any property owner fronting ~~the~~ Town maintained right-of-way where a sign is erected.
- e. If erected in the right-of-way, signs may be erected no earlier than 30 days prior to the beginning date of "one-stop" early voting (or the third Thursday prior to the election date) and shall be removed within 10 days after the election or primary for which they were made. Any political sign that remains in a right-of-way of streets located within the corporate limits of the Town and maintained by the Town more than 30 days after the end of the period prescribed herein is to be deemed unlawfully placed and abandoned property, and a person may remove and dispose of such political sign without penalty.
- f. If erected on the owner's private property, signs may be erected no earlier than 90 days prior to the beginning date of "one-stop" early voting and shall be removed within 10 days after the election or primary for which they were made.

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2. Roof signs.
3. Portable signs (with the exception of sidewalk signs in accordance with Article 10.10.18).
4. Flashing, fluttering, swinging, or rotating signs with the exception of time and/or temperature signs.
5. Signs that are similar in color, design, and appearance to traffic control signs.
6. Vehicular signs as defined in Article 12 of the Zoning Ordinance.
7. Off-premise signs, including Outdoor Advertising Signs. No internally illuminated or self-luminous off-premise sign is permitted. See Sections 10.7.2 and 10.9 for special exceptions for certain non-commercial signs.
8. Obsolete signs: signs that do not comply with the provisions of this ordinance and identify or advertise a use or operation of which has ceased for one year or more.
9. Other signs not expressly allowed by this ordinance.
10. Signs which are not effectively shielded as to prevent beams or rays of light from being directed at any portion of the traveled ways of controlled routes and which are of such intensity or brilliance as to cause glare or to impair the vision of the driver of any motor vehicle, or which otherwise interfere with the operation of a motor vehicle are prohibited.
11. Signs advertising or otherwise promoting the existence of a temporary health care structure.
12. Nothing in this subsection should be interpreted to conflict with N.C.G.S. § 136-131.2.

Section 3. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 10.14.3 of the Zoning Ordinance, Removal And Disposal Of Signs In The Right-Of-Way, is hereby amended as follows:

10.14.3 Removal And Disposal Of Signs In The Right-Of-Way

~~In accordance with~~ Subject to N.C.G.S. § ~~136-32(f) and 160A-176~~ ~~136-131.1~~, the Zoning Administrator or other agents of the Town of Huntersville may remove any illegal sign placed on ~~Town~~ public property or within any Town-maintained right-of-way of any public or private street.

Section 4. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 1/4/24

PLANNING BOARD:

TOWN BOARD:

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: March 4, 2024

Subject: Budget Amendment for Part-Time Firefighters

EXPLAIN REQUEST:

Per consensus of the Board at the pre-meeting on February 19, 2024, this budget amendment funds the Town paid part-time firefighters. The expense to the Town by adding part-time fighters, for the remaining two and half months of FY 24, is estimated at \$884,955, which will be funded in various line items. The funding sources are General fund balance of \$206,123 (103890.9999) and the reduction in the contribution to the HFD, Inc. of \$678,832 (106900.0650.80007).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Decrease in general fund balance by \$206,123.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Jennifer Hunt, Mayor Pro Tem

Date: March 4, 2024

Subject: Environmental Sustainability Committee Appointments

EXPLAIN REQUEST:

Consider appointing 9 members to the Environmental Sustainability Committee from 12 applicants.

ACTION RECOMMENDED:

Appoint members

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Environmental Sustainability Committee Summary - 20240226
2. Environmental Sustainability Committee Applications - 20240226
3. Environmental Sustainability Committee Applicants Map 2-26-24

Environmental Sustainability Committee

9 Members Total

0 Current

0 Expiring

0 Vacant

9 APPOINTMENT(S) NEEDED

APPLICANTS (12)

Name	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Brown, Kendyl	12/31/2025 - Parks and Recreation Commission	2/15/2024	2/25/2024 would resign from P&R if appointed
Fogel, Dan	No	1/11/2024	
Hicks, Dana	No	2/9/2024	
Hurley, Bruce	No	1/11/2024	
Kepler, Leslie	No	2/17/2024	
Knight, Trisha	No	1/22/2024	
Rowell, Eric	No	1/11/2024	
Sampson, Richard	No	1/12/2024	
Sayers, David	No	1/16/2024	
Shook, Jeremy	No	1/29/2024	
Sprung, Mary Ann	No	1/11/2024	
Truman, Diana	No	1/16/2024	

* Term expires within 3 months

Monday, February 26, 2024

Print

Environmental Sustainability Committee Application - Submission #16802

Date Submitted: 2/15/2024

First Name*

Kendyl

Last Name*

Brown

Street Address (must be in Huntersville)*

14112 Salem Ridge Road, Huntersville 28078

Email Address*

kendylb7@gmail.com

Phone Number*

7045893999

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes!

Approx. Hours You Could Dedicate to this Committee (per month):*

35

Area(s) of Expertise (check any that apply)



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

CLIMATE/ENVIRONMENTAL SCIENCE. I have three years of higher education under my belt as a junior at Davidson College majoring in Environmental Natural Sciences. My class unarguably most relevant to this committee, Local Environmental Governance has taught me about the nuances of environmental services dealing with water, toxicology, waste, etc. specific to North Carolina and Mecklenburg County. At my prior institution, Emory University, I took most of my environmental courses with geologist Dr. Heather Black, even serving as a Teaching Assistant for her specialization course in paleoclimatology. This background in geology gives me a solid foundation in energy systems, erosion and sediment control, and groundwater resources, among other local government-related concerns.

Further, this background in the natural sciences and geology provides me with a unique perspective on climate. My study of paleoclimatology inherently shifted my perspective on the temporality of today's climate decisions, not only considering how we may impact the earth's rapidly changing future but also how we may respect its history. I acknowledge the immense amount of control that modern decisions have given the short amount of time that human-induced global warming has occurred on the geologic time scale; so, I aim to consider the preciousness of the earth, both from an ecocentric philosophy and out of multicultural respect, in every individual decision I make. This is why I am majoring in Environmental Natural Sciences and aim to work in this field for as long as I am lucky enough to be on this earth walk.

EDUCATION. Out of all of these areas, I have the most experience with education. The most invaluable 'education' I received has ironically been from my family through their persistent spreading of environmental misinformation. The absurdity of their claims caused me at a young age to begin considering the manner in which I accept 'facts.' Today, I still am in the process of figuring out how to advocate for the environment while the ones I love meet me with disapproval. While I haven't figured out the best way to manage this in my personal life, I have figured out other nuances of this dynamic.

My parents' attempts at spreading climate change myths and the like backfired in several ways. First, they raised a proud environmentalist (although they prefer to use some other choice-words). Second, they allowed me to understand how their thought processes work when it comes to certain topics. This created my hyper-awareness of audience reception, which plays a large role in strategizing how to ease folks who regard 'sustainability' as a dirty word into realizing that they agree with the concept in many ways. For example, everyone wants walkable neighborhoods, clean streams, and green space—all crucial parts of sustainable development. It all comes down to the manner in which projects are presented. Education efforts for folks invested in self-educating are simple, but combating misinformation is another battle. My lived experiences allow me to successfully pinpoint and combat the latter, in addition to courses on this subject like Environmental Communications.

As for community-based education, I have a long history since I started my advocacy while in K-12 schooling. This ultimately led to the many widespread initiatives I involve myself in today. Even while in grade school, these efforts were connected to Huntersville: I received a state-level award for research on recycling and sustainability education coupled with the following advocacy efforts that ensued, aided by a brief 'mentorship' with Town Manager Anthony Roberts. I have extensive experience with education-based efforts on various levels, including co-hosting virtual national panels, creating kid and family focused events, and organizing audience-tailored information sessions.

ENVIRONMENTAL POLICY. Citizens' Climate Lobby (CCL) has been a big part of my life since my sophomore year in high school. Since joining the organization, I have co-led statewide campaigns aimed at increasing youth engagement; as a part of a lobbying team, successfully urged Representative Alma Adams to co-sponsor the Carbon Dividend Act; and lobbied public officials of various political affiliations on the local, regional, state, and federal levels. Also, CCL is especially important to me since the small team of Huntersville constituents that I began is still active today. You are likely familiar with our advocacy, but we urged the last town board for about two years to create an environmental committee only to receive a vote at the end of their term to 'study' this for one year. We are very excited to support you and/in the creation of this committee in any way possible!

Outside of this organization, I have several years of experience with policy, digital advocacy, and lobbying within The Humane League. I support this nonprofit's efforts focused on ethical and sustainable food production through various local advocacy initiatives and lobbying efforts, such as those against policies like the EATS Act. Additionally, I co-led a national campaign for the Better Chicken Commitment that amassed 50,000 petition signatures. This endeavor allowed me to gain valuable experience managing a high stakes policy-focused campaign through providing digital canvassing email templates, stakeholder contact information, and updates to supporters.

SUSTAINABLE BUSINESS PRACTICES. Within the realm of sustainable practices, I have the most experience with food related businesses. My area of focus currently is creating food purchasing guidelines for Davidson College's dining services in collaboration with the Sustainability Office. At Emory, I founded the Plant Based Oxford club which advocated to further similar guidelines in place; additionally, I served as the Oxford Representative of Plastic Free Emory to reduce single use non-biodegradable waste within my specific college's dining services.

More broadly related to sustainability in addition to food advocacy, I served as the Media Chair and a Committee Member of the Oxford College Student Government Association's Sustainability Committee, which offered sustainability consulting services to on-campus organizations. The skills used for these services grew overtime through third-party nonprofit training and collaboration with Emory's Goizueta Business School.

SUSTAINABLE DEVELOPMENT. As mentioned in a few places above, I have various experiences promoting sustainable development awareness and policies. However, I would like to talk in more detail about a frequently neglected nuance within this topic. The United Nations notes the importance of accessibility and disability inclusion several times within their Sustainable Development Goals. Further, several studies consider levels of access and inclusion as key markers of sustainable development's success. At the same time, though, environmental movements at large often receive criticism for either not following such markers or ignoring them all together.

As someone who lives with several invisible disabilities, I am all too familiar with access barriers and invalidation from disregarding differing needs. I often talk about an instance of Davidson College implementing a specific ADA accommodation, in particular one dealing with 'centrality to campus,' in order to explain the intersection between disability and sustainability advocacy. This accommodation ensures that I am located near essential services on campus in the event that I have a chronic illness flare-up that would prevent me from or cause harm by walking the full extent of campus, as it's bigger than it looks. My dorm overlooks a parking lot and is adjacent to the student health center, dining hall, and the largest academic building. This is an incredible example of how developers utilized mixed use housing and walkability to create a sustainable living environment, which students with disabilities can then apply to be in the 'center' of to remove access barriers.

While this kind of development is typical for some college campuses, it is a great example of the intersection of environmental and disability studies. In many other instances, though, inclusion may not be that straightforward. I don't often see community gardens with wheelchair accessible beds (which have many environmental benefits due to the raised height) or hear discussions about how environmental inaction disproportionately impacts disabled people. Due to my lived experiences, I am very aware of barriers that might affect someone with chronic pain. I empathize with others who have different lived experiences and aim to educate myself so that I may better align as an ally.

One way I do this is through the Davidson Disability Alliance at my college, where I meet and collaborate with other disabled students and allies to build community and work on various outreach events. Additionally, I am currently in the works of creating a team of Davidson administrators, faculty, students, and community members to form a working group focused on expanding disability access beyond the ADA mandated office. While I am hoping to create a team interested in general disability advocacy, I aim to target a specific group of students since I started this endeavor after experiencing the lack of neurodivergent resources on campus for autistic (formerly Asperger's) students like myself. Of course, this disability advocacy cannot be intersectional without also considering sustainability (and vice versa).

Professional and Civic Experience Relevant to this Committee*

President '19-'20 and Member '17-'20, Lake Norman Teen Council (sponsored by the towns of Huntersville, Davidson, and Cornelius). Council Member '19-'21 and Fundraising Committee Member '20-'21, Youth Advisory Council (supervising body for State Youth Councils like LKNTC with other initiatives like grant programs for nonprofits) within the North Carolina Department of Administration's Council for Women and Youth Involvement. | <https://docs.google.com/document/d/1kdPvIdFwDk8nje0ujXIV1AHJb79RPI08V56O5j9d-4/edit?usp=sharing>

Occupation

Student, Davidson College. Photographer, Davidson College Communications Department and Davidson College Music Department.

Education

Davidson College, BS expected December 2025. GPA 3.766. Environmental Studies Major on the Natural Sciences Track. [Side note: I recently switched from BA/social sciences to BS/natural sciences.] English Minor. | Oxford College of Emory University, AA received May 2023. GPA 3.867.

Briefly describe your environmental sustainability vision for Huntersville.

Looking back on my beginnings in Huntersville, I reminisce on growing older with my family members and close friends from school and Lake Norman Teen Council. First and foremost, I would like to think that folks choose to live in our town due to the agents behind such memories of mine: the people that make up this place that we call home. At times, the critique that western environmentalism neglects living beings in favor of tree saving has some merit. With this in mind, I hope to see the Environmental Sustainability Committee adopt an ecocentric philosophy by considering natural resources, animals, and people as a coalesced Huntersville populace—I hope to be appointed to the committee to fulfill not my vision but rather our vision.

How would you accomplish your environmental sustainability vision?

My fellow board members of the Davidson College Democrats coined my contributions to our team as 'the Kendyl thing.' Now, they did this without my knowledge. The first time I heard "Oh yeah, can you do the 'Kendyl thing'?" I was clueless as to the appropriate response. What I now know to be endearing, this term (apparently) refers to when I come up with ideas extemporaneously. Thankfully, after this much needed clarification, I felt very welcomed and valued as a team member. My personality type and individual autistic way of thinking allow me to thrive with structure and detail. With this in mind, if there is perhaps an in-the-heat-of-the-moment situation needing a solution or a meta-level brainstorming session, I am always inclined to create some kind of order or specificity amidst such situations. In the case of the 'Kendyl thing,' that most often regarded my impromptu highly detailed event planning that met the team's goals. I hope to accomplish my sustainability vision for Huntersville in this same manner. In addition to these bureaucratic and administrative skills, I believe the interdisciplinary nature of my background and resume further places me in a unique position to accomplish my personal vision for Huntersville. On a more personal level, I hope that others would consider me as more apt to listen and include different voices in decision making processes. I would like to think of myself as a caring team member due to my own clinical communication differences from Autism Spectrum Disorder. I am eager to understand and listen to others' points of view, especially since I recall many times when those around me did not truly hear me out due to the nuances of unconsciously pigeonholing 'high functioning' autistic women into neurotypical standards and sexist tropes. I can think of many ways in which my detail-orientedness, interdisciplinary experiences, and aim for including all voices could help bring about my sustainability vision. Of course, this would include ensuring the long term sustainability and viability of mandatory environmental services and resource management. My vision goes beyond these basics by expanding the scope of the committee to focusing on community relations, too. For example, I would love to continue my passion for food advocacy by collaborating with the Carolina Farm Trust to increase the farmers market sellers' profits or creating incentives like Huntersville-specific awards for businesses engaging in impactful sustainable practices. Further, there are many nearly no-cost ways for the committee to establish a presence in Huntersville, such as tabling. Low cost options could include participating as a vendor in various events, with potential activities including a family friendly take home 'experiment' using native plant seeds and biodegradable materials to begin germination before planting at home. While these are just some ways in which I could see myself accomplishing my vision, I hope I will have the opportunity to showcase these ideas and many more in action.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Parks and Recreation Commission, Huntersville. Appointed January 2024. Expires December 2025.

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*

Kendyl Brown

Signature Date*

2/14/2024

Print

Environmental Sustainability Committee Application - Submission #16504

Date Submitted: 1/11/2024

First Name*

Dan

Last Name*

Fogel

Street Address (must be in Huntersville)*

16100 Henry Ln

Email Address*

dan@spthree.com

Phone Number*

704-604-0085

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Probably

Approx. Hours You Could Dedicate to this Committee (per month):*

8

Area(s) of Expertise (check any that apply)



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

Education (set up Wake Forest University's Graduate Programs in Sustainability); wrote several books on the topic; consulted with large and medium-sized organizations on their sustainability practices. See more at www.sp-3.com

Professional and Civic Experience Relevant to this Committee*

Worked with several organizations as a consultant and several municipalities - domestic and international. I was part of a team that designed privatization processes in Central and Eastern Europe; I worked on sustainability for the World Bank and IFC related to Central and Eastern Europe and many other related projects.

Occupation

Retired professor of strategy; research area environmental sustainability. (Worked domestically at U. Houston; Tulane; U. Pittsburgh; and Wake Forest University. Taught and did research in various international countries and regions - mostly Europe and South America

Education

BS- International Economics; MS Psycholinguistics; PhD, Behavioral Science.

Briefly describe your environmental sustainability vision for Huntersville.

Three keys: (1) set of clear principles with teeth - legislation and enforcement; (2) education on how sustainability practices can increase competitiveness for businesses and communities; (3) negotiated settlements among differences of opinions. Huntersville is late to the game so the council's sincerity is fundamental to achieving anything.

How would you accomplish your environmental sustainability vision?

Once the vision is established, measurement and reporting are critical. A major practice in municipalities is to create an informed community of leaders. This is a politically charged area - unnecessarily. See my book Environmental Sustainability Strategy: A Natural Environmental Lens on Organizations and Management. Many municipalities have made great progress in this area, so benchmarking them would help. And the diversity of participation is critical. Resistance can be informative.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

None currently - about time I contribute! I worked on several projects internationally in Central and Eastern Europe; I worked mostly as a consultant for municipalities and businesses and as a faculty member on sustainability-related student projects.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Daniel S. Fogel

Signature Date*

1/11/2024

Print

Environmental Sustainability Committee Application - Submission #16759

Date Submitted: 2/9/2024

First Name*

Dana

Last Name*

Hicks

Street Address (must be in Huntersville)*

16516 Ranger Trail

Email Address*

dana.m.hicks@gmail.com

Phone Number*

7049049416

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes, usually. I have occasional business travel or vacation when I might be out of town.

Approx. Hours You Could Dedicate to this Committee (per month):*

3-4 hours. I serve on multiple non-profit boards of directors. I could potentially devote more time in the future as I roll off of some of these boards.

Area(s) of Expertise (check any that apply)



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I am a trained Global Leader for the Climate Reality Project <https://www.climateRealityProject.org/>. I have worked in the water & wastewater treatment industry for the last 20+ years of my career, helping municipal & industrial end users solve difficult water treatment challenges. I have mentored new businesses in these industries to help them commercialize and scale their technology and sales. I have over 30 years of experience in sales, marketing, and senior management experience in a range of industries. More details in my professional profile at www.linkedin.com/in/danahicks

Professional and Civic Experience Relevant to this Committee*

Completed Huntersville 101 training. Member and supporter of Catawba Riverkeeper Foundation, Member of NCOne Water- the combined NC state chapter for AWWA (American Water Works Assoc.) & WEF (Water Environment Federation), Trained Global Leader for Climate Reality Project, Member of Huntersville Happy Hour Rotary Club,

Occupation

Independent Consultant, Water & Wastewater Treatment Industry. BlueTech Research Technology Assessment Group Expert - Wastewater Treatment, M&A Due Diligence.

Education

Bachelors Industrial & Systems Engineering-Georgia Tech Foreign Exchange Scholar-German Academic Exchange Service - Technical University Berlin, Germany Executive MBA Short Courses - Allen-Bradley Management Institute and Northwestern University FBI Citizens Academy Huntersville 101 Climate Reality Global Leader Training

Briefly describe your environmental sustainability vision for Huntersville.

A town with an extensive interconnected network of greenways, bikeways, and parks that will get people out of their cars and encourage regular physical exercise. A town that has regulations / permitting requirements that encourage the preservation of existing tree canopy, as opposed to clear cutting large swaths of land when this is not necessary. No Lagoona Bay. A town that provides ample opportunities for residents to reduce, reuse, and recycle. A town that promotes sustainable farming practices on the dwindling number of farms that are not yet sold and being converted into subdivisions. A town where school children are taught about the importance of clean air and water and the steps that they and their families can take to ensure clean air and water today and for future generations. A town where there is no litter along the roadsides. A town where the majority of vehicles on the roads of Huntersville are electric vehicles (EVs). A town which has a variety of public transportation options for persons having to commute to work with no access to their own car. A town where there are common sense restrictions on develop

How would you accomplish your environmental sustainability vision?

Not sure it can be accomplished in a short time. There will need to be initial steps taken, followed by bigger/bolder steps by residents and town government to mitigate root causes of climate change and global warming. Over the next couple years, the Environmental Sustainability Committee should develop a long-range environmental sustainability plan with broad citizen input and allied organizations.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Not currently serving on any other Town or County Boards, Commissions, or Committees.

Electronic Signature Agreement

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Electronic Signature*

Dana M Hicks III

Signature Date*

2/9/2024

Print

Environmental Sustainability Committee Application - Submission #16503

Date Submitted: 1/11/2024

First Name*

Bruce

Last Name*

HURLEY

Street Address (must be in Huntersville)*

16505 Spruell St., Huntersville, NC 28078

Email Address*

brucehurley@gmail.com

Phone Number*

5613023029

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

4

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☒

Education

☐

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☒

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I am a small-business consultant who has helped numerous companies adopt sustainable practices. I'm also a former real-estate developer and led the National Builder's Association's Governmental Affairs Committee and advocated for greater environmental awareness.

Professional and Civic Experience Relevant to this Committee*

I've taught numerous courses and spoken publicly more than 300 times. I have been a licensed real estate agent for 42 years.

Occupation

Small business consultant

Education

Bachelor's degree with dual major in Finance and Real Estate

Briefly describe your environmental sustainability vision for Huntersville.

Environmental impact should be duly considered in every aspect of development approval and every decision that could affect the welfare of the city's environment. I would also like to see voluntary programs of sustainability for residents and businesses to commit to standards like eliminating the use of plastic bags and other plastics, using more environmentally friendly building materials, and adopting ride-share, public transportation, or low-emission travel options.

How would you accomplish your environmental sustainability vision?

Educational awareness campaigns, "deputizing" citizens to advocate for more sustainable practices by neighbors and local business, rewarding and acknowledging environmental advocacy by issuing awards and publishing successes and compliance in the local newspaper and other publications, and developing a long-term plan for continued success.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Electronic Signature Agreement

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Electronic Signature*

Bruce Hurley

Signature Date*

1/11/2024

Print

Environmental Sustainability Committee Application - Submission #16821

Date Submitted: 2/17/2024

First Name*

Dr. Leslie

Last Name*

Kepler

Street Address (must be in Huntersville)*

8523 Flanagan Ct

Email Address*

lgkepler@gmail.com

Phone Number*

6023806092

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

probably but can't guarantee it

Approx. Hours You Could Dedicate to this Committee (per month):*

2-5

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☒

Education

☐

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☐

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

30+ years training and development professional experience for a variety of organizations and audiences. I created and/or delivered in-person and virtual educational programs, including conferences, on a variety of topics for audiences ranging from front-line employees to executives.

Professional and Civic Experience Relevant to this Committee*

I developed or co-created sustainability professional development and community education programs for in-person and virtual delivery as the Senior Instructional Designer for the Executive and Professional Education group in the School Of Sustainability, College of Global Futures, Arizona State University 2018-2022. I worked with ASU faculty and Sustainability professionals for content expertise.

Occupation

Retired Training and Development Consultant and Instructional Designer

Education

M.A. Adult Education and Executive Development for Public Service Ed.D. Training and Development Leadership

Briefly describe your environmental sustainability vision for Huntersville.

I don't have one yet as I want to know more about what the committee will be tasked with and what is doable in partnership with surrounding communities. But I can't NOT think about sustainability on a daily basis. It's fundamental to how I look at businesses, government, etc. in terms of processes, environmental impact, and sustainability improvement possibilities.

How would you accomplish your environmental sustainability vision?

Through the committee's ability to identify actionable projects, building relationships with Town staff and with neighboring communities, and finding effective ways to engage the public. Also, tap into resources through my affiliation with Arizona State University.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

None

Electronic Signature Agreement

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Electronic Signature*

Dr. Leslie Kepler

Signature Date*

2/17/2024

Print

Environmental Sustainability Committee Application - Submission #16593

Date Submitted: 1/22/2024

First Name*

Trisha

Last Name*

Knight

Street Address (must be in Huntersville)*

17514 Cambridge Grove Drive

Email Address*

trisha.l.knight@gmail.com

Phone Number*

8582089896

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes!

Approx. Hours You Could Dedicate to this Committee (per month):*

Many!

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☐

Education

☐

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☐

Sustainable Business Practices

☒

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I am well versed in LEED (USGBC's Leadership in Energy and Environmental Design), a green building rating system, and have been an environmentalist in other ways via lifestyle and volunteering. While I hesitate to call myself an expert in anything, I have had experience in a few of the areas mentioned - climate, education, energy, sustainable diets, human impact on the environment, some policy/law, etc.

Professional and Civic Experience Relevant to this Committee*

For more than five years, I have been a sustainability consultant for the built environment, assisting project teams with LEED certification. A few years ago, I went back to school to pursue (and complete) a Master of Science in Sustainable Development in order to gain additional knowledge to help in other areas. In addition, I was an elementary teacher at one point and have conducted a sustainability presentation for youth. I am extremely passionate about animal welfare and sustainable diets, and how the latter affects all lives, human health, and our shared planet.

Occupation

Sustainability Consultant

Education

M.Sc. in Sustainable Development, University College Dublin B.A. in History, University of California, San Diego

Briefly describe your environmental sustainability vision for Huntersville.

A place where people know their health and the health of the environment that supports them, walk hand in hand, and are equally important. Encouraging an outlook of compassion and environmental stewardship through education, opportunity, cost benefit, and mutual respect for one another and the planet.

How would you accomplish your environmental sustainability vision?

I would love to help accomplish this by inventorying our untouched lands, creating a plan to secure and dedicate a large percentage to remain as such, and analyzing the connectivity for animals - creative safe passage for their well-being and the safety of citizens. (And expanding this to surrounding towns - the goal would be statewide.) In addition, more greenways, walking paths, bike lanes, electric vehicle accommodations, electric transit vehicles, and more along those lines. Any new buildings must be LEED Gold or higher - similar to the city of Charlotte (theirs has a minimum square footage requirement, however, I think the threshold could be smaller for Huntersville). Low interest business loans and assistance to help underrepresented citizens achieve environmentally-supportive businesses. Increasing tree canopies in developed areas and conserving everywhere else... and more. So much to do! I would love to help.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

n/a

Electronic Signature Agreement

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Electronic Signature*

Trisha Knight

Signature Date*

1/22/2024

Print

Environmental Sustainability Committee Application - Submission #16502

Date Submitted: 1/11/2024

First Name*

Eric

Last Name*

Rowell

Street Address (must be in Huntersville)*

14306 Rhiannon Ln.

Email Address*

ericwrowell@gmail.com

Phone Number*

7045556666

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

5 hours

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☐

Education

☒

Environmental Policy

☒

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☐

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have been licensed as an attorney for over 15 years now and also have past experience as an insurance adjuster. During my time as an adjuster, I handled environmental claims and litigation and learned about the damage from unregulated industry. I also have experience in dealing with environmental regulatory bodies to ensure my company is in compliance with government regulations and adhering to sustainable practices.

Professional and Civic Experience Relevant to this Committee*

5+ years of legal and risk management work experience dealing with environmental related claims and litigation. Support of local farmers in and around Huntersville to help environmental impact of trucking industry. Encouraging recycling efforts and sustainability education at each company office in multiple states.

Occupation

Risk Manager

Education

BA - Political Science, NCSU; JD - Charleston School of Law

Briefly describe your environmental sustainability vision for Huntersville.

My vision is a future where environmental sustainability is at the forefront of community values, helping to foster a harmonious balance between nature and development. Huntersville should strive to be a model for responsible and regenerative practices, prioritizing clean air, water, and green spaces that enhance the well-being of our residents.

How would you accomplish your environmental sustainability vision?

We have to start with more community engagement and education. The committee can raise awareness about sustainable practices, climate change, and the importance of preserving local ecosystems; including by developing and enhancing public transportation options, pedestrian-friendly infrastructure, and cycling paths.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

I have previously served on 3 town advisory committees: the Board of Adjustment, 2040 Plan committee, and the HEOSC (educational options study committee). I am not currently serving on any boards.

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Electronic Signature*

/s/ Eric Rowell

Signature Date*

1/11/2024

Print

Environmental Sustainability Committee Application - Submission #16509

Date Submitted: 1/12/2024

First Name*

Richard

Last Name*

Sampson

Street Address (must be in Huntersville)*

12242Rowan Hill Drive, 28078

Email Address*

richsampson360@gmail.com

Phone Number*

704-453-9059

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

16 - 20 - more when needed

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☒

Education

☒

Environmental Policy

☐

Environmental Law

☒

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☐

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

5 years experience Certified High School English teacher; 23 years executive and area management, Ingersoll-Rand Co.; Started and operated a successful small business in Huntersville 2004 - 2018.

Professional and Civic Experience Relevant to this Committee*

Member of Citizens Climate Lobby; lobbied the former Mayor and all Commissioners 2022-2023. formally resented to the Board 10/2023.

Occupation

Retired: Teacher, Human Resources Executive, small business owner.

Education

MBA Syracuse University, MS Education Elmira College, BS Education/English LaSalle College.

Briefly describe your environmental sustainability vision for Huntersville.

1. Welcome environment to develop new and support existing businesses providing alternative energy production and distribution (wind, solar). 2. Community solar projects at all new and existing large housing subdivisions such as Northstone, the Hamptons, Birkdale Village to generate and utilize solar energy to power subdivision homeowners and businesses. 3. A robust infrastructure for electric car charging for apartment dwellers. 4. Frequent Metro Rail and Bus Rapid Transit lines connecting the Lake Norman towns with Charlotte and CLT.

How would you accomplish your environmental sustainability vision?

Make it a significant part of the Huntersville 2040 plan linked to other relevant sections of the plan. All Town departments to have goals and objectives relevant to environmental sustainability.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Served o the CCL Committee asking the Board of Commissioners to urge the Federal and NC Legislators to support a Carbon Fee and Dividend Act ,as well as other legislative action proposed by CCL.

Electronic Signature Agreement

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Electronic Signature*

Richard Sampson

Signature Date*

1/12/2024

Print

Environmental Sustainability Committee Application - Submission #16526

Date Submitted: 1/16/2024

First Name*

David

Last Name*

Sayers

Street Address (must be in Huntersville)*

12232 MAYES RD

Email Address*

SayersEsq@gmail.com

Phone Number*

7047871302

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

yes

Approx. Hours You Could Dedicate to this Committee (per month):*

10

Area(s) of Expertise (check any that apply)



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

On a daily basis, I use my technical and legal background to lead teams of people in developing solutions for environmental and energy challenges. I work for an independent, 501(c)(3) non-profit energy research and development organization, with offices in Charlotte and around the world. Each day I am help driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity. For the avoidance of doubt, my thoughts and opinions are my own and do not represent those of any company, entity, or town as a whole.

Professional and Civic Experience Relevant to this Committee*

I am a member and regular participant of the Charlotte Chapter of the Association of Corporate Counsel (ACC), which includes attorneys from large businesses in the region. For the avoidance of doubt, my thoughts and opinions are my own and do not represent those of any company, entity, or town as a whole.

Occupation

Corporate Legal Counsel (in-house attorney)

Education

Juris Doctor, Master of Science in Technology Management, Bachelor of Science in Mechanical Engineering

Briefly describe your environmental sustainability vision for Huntersville.

My environmental sustainability vision is to implement Huntersville's 2040 Plan with sustainability in mind. In other words, to operate in the residents' collective best interests -- while recommending, educating, and/or guiding the town's actions. The town's sustainability vision should be aspirational, equitable, and achievable in the long term.

How would you accomplish your environmental sustainability vision?

As a candidate for the sustainability committee, I would collaborate with others on the committee to set the agenda for actions. There are a number of pieces required to execute this vision, however, a great place to start is to review the reasons the committee was created, defining the roles and expectations of the new committee, gathering best practices of other local municipalities, and developing an implementation plan (with Huntersville's 2040 Plan in mind). I look forward to discussing with the committee.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Although I have not served, I am interested in serving.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

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Electronic Signature*

David Sayers

Signature Date*

1/16/2024

Print

Environmental Sustainability Committee Application - Submission #16650

Date Submitted: 1/29/2024

First Name*

Jeremy

Last Name*

Shook

Street Address (must be in Huntersville)*

8917 Lizzie Ln

Email Address*

jeremy.t.shook@gmail.com

Phone Number*

7044508924

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

In general, yes. May have work travel once and a while.

Approx. Hours You Could Dedicate to this Committee (per month):*

Nominally 10 hours

Area(s) of Expertise (check any that apply)



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have nearly 30 years of experience in the power and energy sector. I am currently a Principal Consultant at Black & Veatch working on decarbonization and distributed energy resources. In this role I work with clients to develop plans on how to decarbonize their operations as well as develop onsite generation resources such as solar energy. I have expertise with all forms of electric energy generation, thermal energy generation such as hot water and chilled water, demand response, and energy efficiency.

Professional and Civic Experience Relevant to this Committee*

You can view my professional experience here: <https://www.linkedin.com/in/jeremyshook/> My civic experience includes serving on the Pine Lake Preparatory school board of directors. I served as a member of the strategic planning committee as well as chair of the academic excellence committee.

Occupation

Principal Consultant for Sustainability and Distributed Energy Resources

Education

Bachelors of Mechanical Engineering Masters of Science in Mechanical Engineering

Briefly describe your environmental sustainability vision for Huntersville.

My vision is that Huntersville take the following steps: 1. Maximizes the amount of renewable energy production - this would be primarily focused on distributed solar on residential and commercial properties. 2. Maximize energy efficiency measures for all buildings 3. Utilize district heating and cooling in residential neighborhoods to reduce carbon emissions and provide value to homeowners 4. Purchase as much sustainable and carbon free electricity as possible 5. Maximize the use of electric and hybrid vehicles

How would you accomplish your environmental sustainability vision?

1. Get input from the community 2. Investigate updating building codes for new construction 3. Investigate and possible develop incentives around upgrading existing infrastructure 4. Investigate funding sources to help fund infrastructure development 5. Develop partnerships with local electric utilities 6. Develop partnerships with electric vehicle companies and charging systems 7. Develop educational material to inform the public

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Pine Lake Preparatory School Board: 2017-2021

Electronic Signature Agreement

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Electronic Signature*

Jeremy Shook

Signature Date*

1/29/2024

Print

Environmental Sustainability Committee Application - Submission #16506

Date Submitted: 1/11/2024

First Name*

Mary Ann

Last Name*

Sprung

Street Address (must be in Huntersville)*

10005 Rose Brook Lane, Apt. 116

Email Address*

maryannregnurse@gmail.com

Phone Number*

5854895157

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

42

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☒

Education

☒

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☐

Sustainable Business Practices

☐

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

Having taken extensive training to be an active volunteer for The Citizens' Climate Lobby, I am well-versed in the best techniques to educate others about why environmental sustainability is critical and how it can be achieved most efficiently.

Professional and Civic Experience Relevant to this Committee*

I have presented to multiple groups about how and why The Energy Innovation and Carbon Dividend Act, H.R. 5744 which is before Congress now should be passed into law. I am comfortable speaking with and teaching elected officials about the details of this bill which will most quickly reduce carbon emissions not only in the Town of Huntersville, but nationwide.

Occupation

Retired RN who has seen far too many cases of cancer, asthma, and COPD which are directly linked to environmental pollution.

Education

Master of Science, Nursing

Briefly describe your environmental sustainability vision for Huntersville.

Goal number 1 must be the reduction of greenhouse gas emissions which are driving catastrophic climate events such as flooding, high winds (tornadoes), downed trees, and power lines with resulting loss of power, etc. Infrastructure changes such as electric vehicles, and increases in solar, wind, and geothermal power sources are important, but without the drastic reduction of carbon emissions, we will not reach the goal of cutting Earth's carbon budget in half by 2030 as urged by climate scientists.

How would you accomplish your environmental sustainability vision?

By educating as many of Huntersville's citizens as possible about the urgent need to ask our elected officials to pass laws that will reduce greenhouse gas emissions. I would like to see members of our Sustainability Committee present to civic groups, churches, and schools about the importance of individual actions as well as to our elected officials.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Although I have not YET served on any Town Boards, Commissions, or Committees, if ever elected or appointed to such, I will "go the extra mile" to help make Huntersville a better town in which to live.

Electronic Signature Agreement

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Electronic Signature*

Mary Ann Sprung

Signature Date*

1/11/2024

Print

Environmental Sustainability Committee Application - Submission #16527

Date Submitted: 1/16/2024

First Name*

Diana

Last Name*

Truman

Street Address (must be in Huntersville)*

12807 Martello Lane, Huntersville. NC 28078

Email Address*

dianatruman@gmail.com

Phone Number*

3035200534

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

20

Area(s) of Expertise (check any that apply)



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

4 year degree BS Natural Resources Management from Colorado State University -public speaking up to 400 attendees 20 years -graphic design communications 4 years -Environmental education K-College

Professional and Civic Experience Relevant to this Committee*

-20 years front line visitor service ranger. -created original science based public presentations revolving around resource preservation. Audiences up to 400 per event -Public speaker, interactive -Graphic design 3 years -5 years Web manager for 90 parks

Occupation

National Park Ranger Naturalist Retired

Education

Bachelor of Science: Colorado State University College of Natural Resources

Briefly describe your environmental sustainability vision for Huntersville.

Eliminate clear cutting practices Reward and recognize sustainable development Promote sustainable development criteria Preserve riparian zones Establish planned wildlife corridors Identify outdated development policies

How would you accomplish your environmental sustainability vision?

Support election of environmentally aware officials in local, regional and national elections. -participate in local discussions -through the Huntersville Sustainability board, develop educational programs and materials to educate our citizens on best development practices - create coalitions/collaborations/partnerships with governments entities, citizen groups and private sustainability influencers

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

None

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

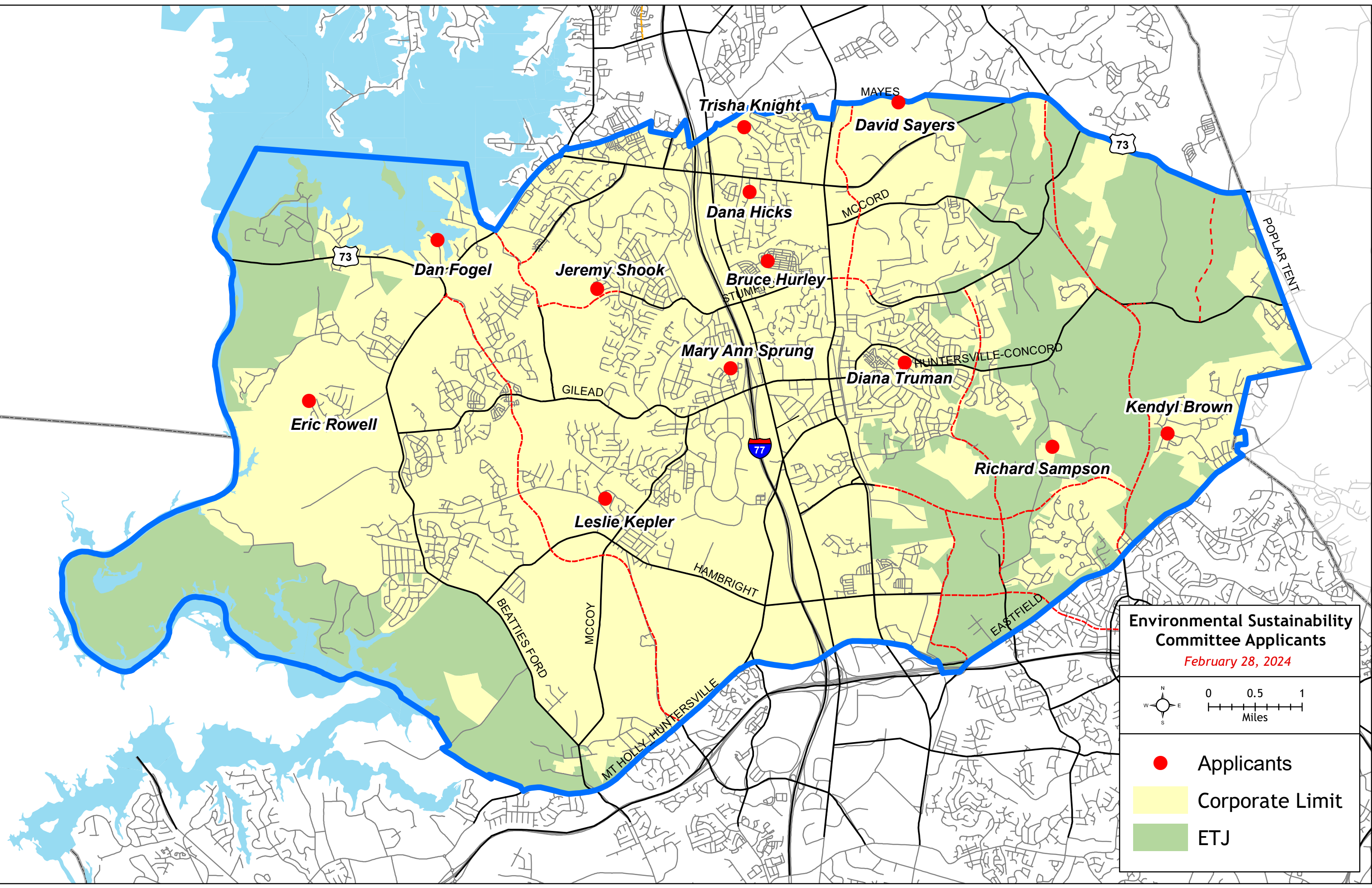
1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

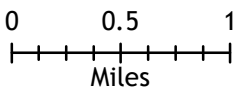
Diana Truman

Signature Date*

1/16/2024



Environmental Sustainability Committee Applicants
February 28, 2024



-  Applicants
-  Corporate Limit
-  ETJ

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Michael Jaycocks, Director of Parks and Recreation

Date: March 4, 2024

Subject: Parks and Recreation Commission Appointment

EXPLAIN REQUEST:

Consider appointing one (1) member to the Parks and Recreation Commission, due to one vacancy. from 13 applicants.

1. Partial three-year term, expiring 12/31/2024 (vacancy from Taylor Hutto resignation)

ACTION RECOMMENDED:

Appoint 1 member

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Parks and Recreation Commission Overview - 20240226
2. Parks and Recreation Commission Applicants Map 2-26-24
3. Parks and Recreation Commission Applicant Packet - 20240226

Parks and Recreation Commission

9 Members Total
 8 Current
 0 Expiring
 1 Vacant
1 APPOINTMENT(S) NEEDED

CURRENT MEMBERS (8)

Name	Position/Title	Notes	Term Exp & Years		Regular Term Start		
					Partial	Term 1	Term 2
Lewis, Kathy	Chair		12/31/2025	2		1/6/2020	1/3/2023
Brown, Kendyl		replaced Burns	12/31/2025	3	12/18/2023		
Chiesa, Tige			12/31/2024	3		1/3/2022	
Curran, Kent			12/31/2024	3		1/3/2022	
Freeman, Frank		replaced Harrington	12/31/2026	3	4/3/2023	12/18/2023	
Harris, Janelle		replaced Baumgardener	12/31/2026	3	1/3/2023	12/18/2023	
Johnson, Telisa		replaced Bergsman	12/31/2025	3	12/18/2023		
Munro, Andrew "Ash"			12/31/2026	3		12/7/2020	12/18/2023

VACANCIES SINCE LAST APPOINTMENT

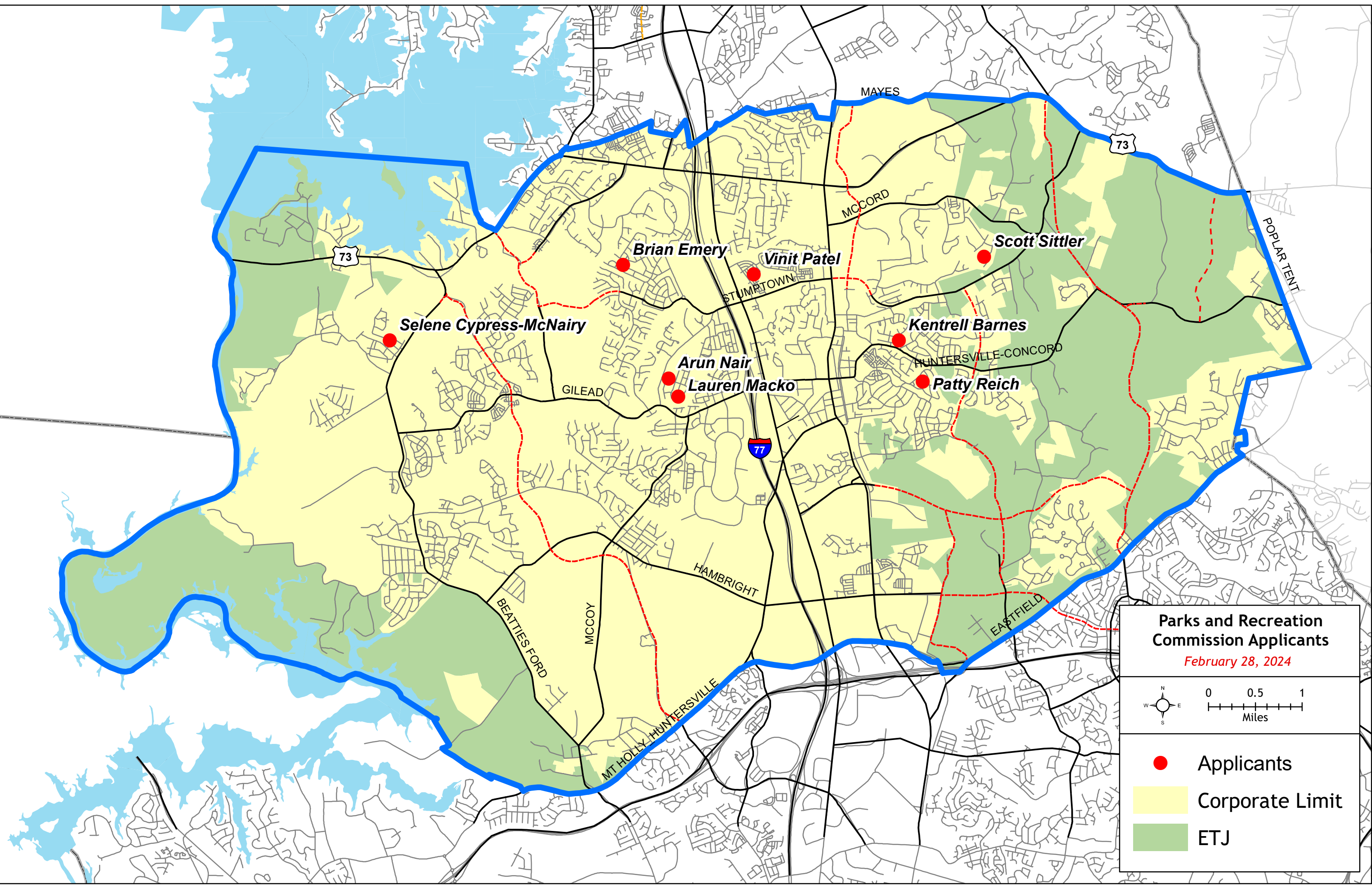
VACANCIES SINCE LAST APPOINTMENT				Alternate Term Start			Regular Term Start			
Name	Notes	Early Term	Original Term Exp & Years	Partial	Term 1	Term 2	Partial	Term 1	Term 2	Term 3
Hutto, Taylor	resigned	2/21/2024	12/31/2024 3					1/3/2022		

APPLICANTS (8)

Name	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?		
Barnes, Kentrell	No	11/29/2023	2/23/2023	yes	
Cypress-McNairy, Selene Magi	No	11/15/2023	2/22/2023	yes	
Emery, Brian	No	2/13/2024		yes	
Macko, Lauren	No	11/19/2022	2/22/2023	yes	
Nair, Arun	No	12/2/2023	2/22/2023	yes	
Patel, Vinit	No	11/17/2022	2/22/2023	yes	
Reich, Patty	No	11/9/2023	2/22/2023	yes	
Sittler, Scott	6/30/2025 - Board of Adjustment	11/15/2023	2/23/2023	would resign from Board of Adj if appointed	

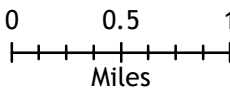
* Term expires within 3 months

Monday, February 26, 2024



**Parks and Recreation
Commission Applicants**

February 28, 2024



-  Applicants
-  Corporate Limit
-  ETJ

Print

Advisory Boards & Commissions Application - Submission #16241

Date Submitted: 11/29/2023

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?*

Parks and Recreation Commission ▼

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*

Kentrell

Last Name*

Barnes

Street Address (must be in Huntersville)*

12705 Cumberland Crest Dr

Is this address in the ETJ?*



No



Yes

Email Address*

barnes.kentrell@ymail.com

Phone Number*

7046158207

Occupation

Videography

Place of Employment

BGEA

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

15-30

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

Filmmaking, marketing, advertising, coaching.

Education

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

Turkey giveaway in Baltimore. World Hunger in Huntersville. Mission trips to other countries.

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*

Kentrell Barnes

Signature Date*

11/29/2023

Print

Advisory Boards & Commissions Application - Submission #16154

Date Submitted: 11/15/2023

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?*

Parks and Recreation Commission ▼

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*

Selene Magic

Last Name*

Cypress-McNairy

Street Address (must be in Huntersville)*

14904 Green River Drive

Is this address in the ETJ?*



No



Yes

Email Address*

magic_writer@att.net

Phone Number*

7047273865

Occupation

Retired, USAF Veteran, Customer Service assorted skills

Place of Employment

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Served one 3 yr term, had to resign due to family medical issue.

Areas of Expertise, Interests and Skills

I research matters of importance as it pertains to the issue. I believe in diversity and equal treatment for all. When needed I utilize my ability to bring all involved people together and communicate effectively.

Education

Huntersville 101 Alumni, Theology, Diversity facilitator

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

VA Medical Center Volunteer, Huntersville Park and Recreation. Cleveland Ohio, youth sports

Electronic Signature Agreement

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Electronic Signature*

Selene Magic Cypress-McNairy

Signature Date*

11/15/2023

Print

Advisory Boards & Commissions Application - Submission #16868

Date Submitted: 2/23/2024

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?*

Parks and Recreation Commission ▼

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*

Bryan

Last Name*

Emery

Street Address (must be in Huntersville)*

14215 Harvington Dr, Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

emeryb@me.com

Phone Number*

7042499749

Occupation

Platform Manager

Place of Employment

Bank Of America

Approx. hours you could dedicate to this Board/Commission (per month)*

5

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

I've been a runner all my life and used to bike to work most days when I lived in Minnesota and had bike trail access into downtown. I've run 13 marathons and spend a ton of time on the greenways. I also have two young boys (4&7) who we take to parks in the area several times a week. I'm a certified project manager and have run several tech projects professionally and several construction renovations personally. Ive also coached the marathon at the university location Run For Your Life store.

Education

University of Iowa Finance BBA, PMP certified project manager, and USA Triathlon certified level 1 coach.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Habit for humanity, marathon coach (run for your life volunteer coach), and race support volunteer

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement

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Electronic Signature*

Bryan J Emery

Signature Date*

2/23/2024

Print

Parks and Recreation Commission Application - Submission #12897

Date Submitted: 11/19/2022

First Name

Lauren

Last Name

Macko

Address

14224 Lyon Hill Ln

City

Huntersville

State

NC

Zip Code

28078

Phone Number

13307301928

Email Address

lyoswald@gmail.com

Present Occupation

Clinical nurse specialist

Place of Employment

Atrium Health

Approximate hours per month for serving on Advisory Board

4

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

None

Please list Name of Board/Commission and Expiration Date of Term

Education

Highest degree is masters in nursing

Business &/or Civic Experience

Areas of Expertise and Interests/Skills

Interests and expertise include development/implementation of projects that improve the health and we'll being of targeted patient population.

Electronic Signature Agreement

By checking the "I agree" 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.



I agree.

Electronic Signature

Lauren Y Macko

Print

Advisory Boards & Commissions Application - Submission #16273

Date Submitted: 12/2/2023

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?*

Parks and Recreation Commission ▼

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*

Arun

Last Name*

Nair

Street Address (must be in Huntersville)*

9125 Greenheather Dr

Is this address in the ETJ?*



No



Yes

Email Address*

arunnair.var@gmail.com

Phone Number*

704-773-4331

Occupation

Vice President

Place of Employment

Wells Fargo

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

As President and/or immediate Past President of Villages at Rosedale HOA, I worked with Michael Jaycocks and participated in Park & Recreation meetings during the planning and construction of Rosedale Nature Park.

Areas of Expertise, Interests and Skills

I love to suggest creative solutions and help implement for the task with budget in hand. During my term in my community in various roles as President, Chair of Landcape Committee and Chair of Architecture Committee in my community, I helped create and modify several landscaping solutions. An example was to make sure there are vehicle traffic visibility through the community to proactively prevent incidents.

Education

Master of Business Administration with additional focus on Entrepreneurial Leadership Bachelor of Engineering in Computer Science

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

Served 2 terms in Charlotte-Mecklenburg Community Relations Committee (CRC). (Served as Chair in Race & Cultural Relations Subcommittee of that Committee for multiple years) Served in the inaugural Equity Committee for Charlotte-Mecklenburg Schools. Served as NDO panel member for CRC. Served as both Jury Chair & Member of Fair Housing Panel of CRC.

Electronic Signature Agreement

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Electronic Signature*

Arun Nair

Signature Date*

12/1/2023

Print

Parks and Recreation Commission Application - Submission #12879

Date Submitted: 11/17/2022

First Name

Vinit

Last Name

Patel

Address

9631 Denbolme Street

City

Huntersville

State

NC

Zip Code

28078

Phone Number

8642769487

Email Address

2769487@gmail.com

Present Occupation

Data Management Analyst

Place of Employment

Wells Fargo

Approximate hours per month for serving on Advisory Board

8

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

Please list Name of Board/Commission and Expiration Date of Term

Education

BS Finance and Risk Mgmt from USC

Business &/or Civic Experience

Charlotte Gamecock Club Board member ALS Association of North Carolina Chapter Ambassador

Areas of Expertise and Interests/Skills

Interested in building parks and rec as an attraction Well versed in construction and building science

Electronic Signature Agreement

By checking the "I agree" 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.



I agree.

Electronic Signature

Vinit Patel

Print

Advisory Boards & Commissions Application - Submission #16100

Date Submitted: 11/9/2023

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?*

Parks and Recreation Commission ▼

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*

Patty

Last Name*

Reich

Street Address (must be in Huntersville)*

12925 Blakemore Avenue

Is this address in the ETJ?*



No



Yes

Email Address*

pattyreich@gmail.com

Phone Number*

7033070212

Occupation

Faculty/Staff

Place of Employment

University of Maryland (work remotely from NC)

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

5-10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

Huntersville 101 graduate. Work with local, state, regional, federal departments of transportation in my job, writing grant proposals, project management, etc.

Areas of Expertise, Interests and Skills

Area of interest: anywhere outdoors. Enjoy running, hiking, taking grandchildren to the playgrounds, etc. Member HFFA for 9 years.

Education

B.S. Business Administration - University of South Florida

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

Volunteered with schools, churches over the years (not recently tho!)

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Patty Reich

Signature Date*

11/9/2023

Print

Advisory Boards & Commissions Application - Submission #16159

Date Submitted: 11/15/2023

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?*

Parks and Recreation Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Scott

Last Name*

Sittler

Street Address (must be in Huntersville)*

15829 Lavenham Road

Is this address in the ETJ?*



No



Yes

Email Address*

scottsittler@gmail.com

Phone Number*

704-907-6876

Occupation

Marketing

Place of Employment

Carry-On Trailer

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

My 30+ years of professional business experience includes a variety of management roles but importantly has been focused on marketing, in which public parks and spaces has been a highlight. Specifically while working at Husqvarna and managing a professional arborist staff I became aware and in-awe of trees and natural surroundings. In my private time I'm a frequent visitor to Huntersville and Meck County parks as a member of the Charlotte Disc Golf Club.

Areas of Expertise, Interests and Skills

I'm highly detail oriented, organized, and communicate well. My ability to work with others and see varied points of view would also benefit the board.

Education

Bachelor's Degree in Marketing, Mini MBA Marketing

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

Nothing "official" or intentionally noticed or publicized but have donated time and skills to my church, food banks, and free medical clinics.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Scott Sittler

Signature Date*

11/15/2023

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Emily Sloop, Town Attorney

Date: March 4, 2024

Subject: Huntersville Ordinance Advisory Board Bylaws Amendments

EXPLAIN REQUEST:

The Legal Department was directed to draft amendments to the HOAB Bylaws for consideration by the Town Board.

ACTION RECOMMENDED:

Approve bylaw amendments.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. HOAB Bylaws Clean 2-20-24
2. HOAB Bylaws 2024 update redline 2-20-24

HUNTERSVILLE ORDINANCES ADVISORY BOARD

BYLAWS (March 04, 2024)

Authority and Responsibility

1-1 The Huntersville Ordinances Advisory Board (hereinafter “HOAB”) shall have the duties and responsibilities as follows:

- A) Review and evaluate proposed text amendments to the Town’s Zoning and Subdivision Ordinances that have been applied for through the Town of Huntersville Planning Department (“Planning Department”) or which are proposed by Planning Department staff or the Town of Huntersville Board of Commissioners (the “Town Board”).
- B) Provide recommendations to the Planning Board and Town Board on the proposed text amendments reviewed and evaluated pursuant to subsection 1-1-A.
- C) Other such related tasks as directed by a majority vote of the Town Board.

Notwithstanding the foregoing, text amendments that are proposed at the direction of the Legal Department to comply with applicable federal, state, and local laws shall not be subject to review and recommendation by the HOAB.

Membership

2-1 Members of the HOAB shall be appointed by the Town Board and shall be composed of nine (9) voting members and four (4) non-voting members as follows:

Voting Members:

- A) One (1) Planning Board member (ex officio to their position as a Planning Board member) or the appointed Planning Board member’s designee (ex officio to the designee’s position as a Planning Board member); and
- B) Eight (8) at large members who shall reside in or own and operate a business within the Town of Huntersville Corporate Limits or the ETJ.

Non-voting Members:

- A) One (1) Town Board member (ex officio to their position as a Town Board member) or the appointed Town Board member’s designee (ex officio to the designee’s position as a Town Board member);
- B) One (1) Planning Director or Planning Staff member;

- C) One (1) Planning Executive Assistant; and
 - D) The Town of Huntersville Attorney.
- 2-2 At large members (see Section 2-1) of the HOAB shall be appointed by the Town Board for three (3) year staggered terms. Members shall be limited to serving two (2) consecutive terms; however, a member may be reappointed to the board after remaining off the board for at least one (1) year. No person may serve on more than one (1) appointed Town board, commission, or committee at the same time. Ex officio appointments shall not count in considering the number of boards, commissions, or committees on which a person is serving. Terms may be adjusted as deemed necessary by the Town Board to preserve staggered terms.
- 2-3 If a vacancy should occur on the HOAB for any reason, an appointment to that seat shall be made for the duration of the unexpired term in the same manner as noted in Section 2-1. Appointment to a vacancy to fill an unexpired HOAB member term shall not be counted towards the Town's term limits for serving on Town boards, committees, and commissions.

Election of Officers

- 3-1 The HOAB shall elect a Chairperson and Vice Chairperson from its voting membership on an annual basis. The elections shall occur at the regular HOAB meeting held in the month of July or at the first regular meeting held thereafter. All voting members shall be allowed to vote in the elections. Persons may be reelected to the same office for successive terms.
- 3-2 The Chairperson shall preside at all meetings and have the duties normally conferred on such office. The Vice Chairperson shall serve as temporary Chairperson in the absence of the Chairperson.
- 3-3 In the event of the absence or recusal (disqualification) of both the Chairperson and Vice Chairperson from a meeting of the HOAB, or a matter before its voting members in attendance, the present voting members may elect a temporary Chairperson for that meeting and proceed with the order of business.
- 3-4 The Planning Executive Assistant shall serve as Secretary of the HOAB.

Agenda

- 4-1 The Secretary shall: 1) at the direction of the Planning Director, and subject to the scope of duties and responsibilities set forth in Section 1-1, prepare agendas for the meetings; 2) provide public notice of the meetings; 3) publish meeting minutes (see Section 6-1); 4) attend to correspondences; 5) and perform such other duties as necessary.

4-2 The Secretary shall place items on the meeting agendas according to the following order of business:

- A. Call to Order.
- B. Approval of the Previous Meeting Minutes.
- C. Public Comment Period.¹
- D. Business Items.
- E. Adjournment.

Agenda items shall be in accordance with the scope of duties and responsibilities set forth in Section 1-1.

Meetings

- 5-1 Regular monthly meetings of the HOAB shall be held at a standard time and place as agreed upon by the Town Board. Members shall be notified by electronic mail of each regular meeting by the Secretary.
- 5-2 Special meetings may be called as necessary for Town-sanctioned training or work sessions, heavy workload, or to conduct official HOAB business within the HOAB's responsibilities as set forth by Section 1-1. Only the business that is specified in the notice of the meeting may be transacted during a special meeting. A majority of the HOAB members may at any time call a special meeting of the HOAB by signing a notice stating the date, time, and place of the special meeting and the subjects to be considered. Alternatively, a special meeting may be called by a majority vote of the HOAB members in open session during a regular meeting or another duly called special meeting.
- 5-3 The Secretary shall be responsible for cancelling any meetings for which: 1) there is no business; 2) when inclement weather or states of emergency prevent meeting; or 3) for which a quorum of members is unable to attend by giving reasonable notice to all members before the time set for the meeting. Notice of the cancellation shall also be posted on the Town's website.
- 5-4 The HOAB shall operate according to Robert's Rules of Order to the extent not contrary to these Bylaws. The Chairperson, subject to these rules, shall decide all points of procedure unless otherwise directed by a majority of the voting members of the HOAB

¹ Public comment periods shall be governed by the Town's public comment policy.

in session at that time.

- 5-5 When a State of Emergency has been declared in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the Town Board and any other Town board, committee, or commission may hold a regular, special, or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S § 166A-19.24. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are simultaneously communicating are physically present.

A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.

Votes of each member made during a remote meeting under this section shall be counted as if the member were “physically present” only during the period while simultaneous communication is maintained for that member.

- 5-6 If no State of Emergency is in effect in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the HOAB may hold a regular, special, or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform only upon a consensus from the Town Board allowing the remote meeting.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S § 166A-19.24(b)-(e) and N.C.G.S. § 143-318.13. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are simultaneously communicating are physically present.

A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.

Votes of each member made during a remote meeting under this section shall be counted as if the member were “physically present” only during the period while simultaneous communication is maintained for that member.

Minutes

- 6-1 The HOAB shall keep a record of its meeting minutes reflecting its recommendations, transactions, findings, and determinations. Said minutes shall be published and released to the public through the Town of Huntersville web site, except as exempted by State law, and maintained in the files of the Planning Department.

- 6-2 Staff shall provide a summary of HOAB recommendations, findings, and determinations, in a standardized form, to the Planning Board and Town Board.

Action by Committee

- 7-1 All actions of the HOAB shall have been put before the HOAB members in the form of a motion, duly seconded and voted upon. A quorum of all voting members shall be present before a vote may be taken on any motion. (See Section 2-3 relative to vacancies of voting members).
- 7-2 Voting shall be done by a show of hands unless otherwise required by these Bylaws or law. Only voting members present at the time a vote is taken shall be eligible to vote.
- 7-3 All voting members of the HOAB must vote on all matters. Members who are present and not excused will be deemed to have voted in favor of the motion presented if they do not vote, this is to include an abstention vote.

Attendance

- 8-1 In order for the HOAB to carry out its duties and responsibilities, it is necessary for all voting members to attend the meetings. If any voting member is absent for three (3) consecutive regular meetings or fails to attend at least seventy-five percent (75%) of the regular meetings within a twelve (12) month “moving” period, the Chairperson shall request from the Town Board that the position be vacated and a replacement be made by the Town Board. Attendance records will be kept by the Planning Executive Assistant.

Conflict of Interest

- 9-1 Pursuant to N.C.G.S. § 160D-109, members of appointed boards shall not vote on any advisory or legislative decision regarding the adoption of a development regulation where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship. For purposes of these rules a “close familial relationship” means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

In applying this rule, the following procedure shall govern:

An HOAB member who believes that a conflict of interest exists for himself or herself shall declare that the possible conflict exists and ask to be excused from deliberation on

the matter in question. The conflict of interest may be specific to a particular agenda item, ordinance change, etc. A majority vote of the remaining HOAB members shall be required to excuse a member from the deliberation for a conflict of interest.

- 9-2 Excuse from participation in any matter is necessary only in those specific matters in which a conflict arises. There shall be no excuse based on entire categories of the business, profession, or outside interest with which a member is associated.

Subcommittees

- 10-1 The Town Board may create standing or ad hoc subcommittees of the HOAB and appoint a Chairperson and Vice Chairperson of the subcommittee(s). The following rules shall be applicable to the meetings of any standing or ad hoc subcommittee, which may be formed from among the HOAB members:
- i) A quorum shall be required for the subcommittee to take any action consisting of a majority of the members of the subcommittee.
 - ii) The Chairperson of the subcommittee shall have a vote on all matters coming before the subcommittee.
 - iii) Minutes of subcommittee meetings shall be kept and open to the inspection of the public. The results of each vote shall be recorded in the minutes.

Adoption of Rules of Procedure and Amendments

- 11-1 These Rules shall at all times be consistent with all applicable laws. Should any provisions of these Rules be inconsistent with such laws, said laws shall control.

The Town Board, by a majority vote, shall adopt the Rules of Procedure. These Rules may be amended at any time by an affirmative vote of the majority of the Town Board.

Adopted, as amended, this _____ day of _____ 2024.

Mayor, Town of Huntersville

ATTEST:

Town Clerk

HUNTERSVILLE ORDINANCES ADVISORY BOARD

BYLAWS (~~June 6, 2022~~ March 04, 2024)

Authority and Responsibility

1-1 The Huntersville Ordinances Advisory Board (hereinafter “HOAB”) shall have the duties and responsibilities as follows:

A) Review and evaluate proposed text amendments to the Town’s Zoning and Subdivision Ordinances that have been applied for through the Town of Huntersville Planning Department (“Planning Department”) or which are proposed by ~~the HOAB, Planning Department staff, the Town of Huntersville Planning Board (the “Planning Board”),~~ or the Town of Huntersville Board of Commissioners (the “Town Board”);~~;~~

~~A)B)~~ Provide recommendations to the Planning Board and Town Board on the proposed text amendments reviewed and evaluated pursuant to subsection 1-1-A.

~~B) Review and evaluate Town planning processes and procedures and recommend amendments to such processes and procedures to the Planning Board and Town Board; and~~

C) Other such related tasks as directed by a majority vote of the Town Board.

Notwithstanding the Town Board or Planning Board foregoing, text amendments that are proposed at the direction of the Legal Department to comply with applicable federal, state, and local laws shall not be subject to review and recommendation by the HOAB.

~~1-2 In addition to the duties and responsibilities prescribed in Section 1-1, the HOAB shall:~~

~~A) Keep the Planning Board and the Town Board informed and advised as to matters within their duties and responsibilities; and~~

~~B) Review concerns from residents and developers regarding Town planning processes and procedures and or Town’s Zoning and Subdivision Ordinances.~~

~~C) Review the Town’s Zoning and Subdivision Ordinances and ensure compliance with authority, statute, case law and constitutional limits.~~

Membership

2-1 Members of the HOAB shall be appointed by the Town Board and shall be composed of nine (9) voting members and ~~three (3)~~ four (4) non-voting

members as follows:

Voting Members:

- A) One (1) Planning Board member (ex officio to their position as a Planning Board member) or the appointed Planning Board member's designee (ex officio to the designee's position as a Planning Board member); and
- B) Eight (8) ~~At Large Members~~ at large members who shall ~~live, work, reside in~~ or own and operate a business ~~or property~~ within the Town of Huntersville Corporate Limits or the ETJ.

Non-voting Members:

- A) One (1) Town Board member (ex officio to their position as a Town Board member) or the appointed Town Board member's designee (ex officio to the designee's position as a Town Board member);
- B) One (1) Planning Director or Planning Staff member;
- C) One (1) Planning Executive Assistant; and
- D) The Town of Huntersville Attorney.

~~2-12-2~~ At ~~Large Members~~ large members (see Section 2-1) of the HOAB shall be appointed by the Town Board for three (3) year staggered terms. Members shall be limited to serving two (2) consecutive terms; however, a member may be reappointed to the board after remaining off the board for at least one (1) year. No person may serve on more than one (1) appointed Town board, commission, or committee at the same time. Ex officio appointments shall not count in considering the number of boards, commissions, or committees on which a person is serving. Terms may be adjusted as deemed necessary by the Town Board to preserve staggered terms.

~~2-22-3~~ If a vacancy should occur on the HOAB for any reason, an appointment to that seat shall be made for the duration of the unexpired term in the same manner as noted in Section 2-1. Appointment to a vacancy to fill an unexpired HOAB member term shall not be counted towards the Town's term limits for serving on Town boards, committees, and commissions.

Election of Officers

3-1 ~~At the~~ The HOAB shall elect a Chairperson and Vice Chairperson from its voting membership on an annual basis. The elections shall occur at the regular HOAB meeting held in the month of ~~February~~ July or at the first regular meeting held ~~after February, the HOAB Board shall elect a Chairman and Vice Chairman from their Voting membership thereafter.~~ All ~~Voting~~ voting members shall be allowed to vote. ~~Office holders shall be limited to Voting members. Terms of office shall be one (1) year. in the elections.~~ Persons may be reelected to the same office for successive terms.

- 3-2 The Chairperson shall preside at all meetings and have the duties normally conferred on such office. The Vice Chairperson shall serve as temporary Chairperson in the absence of the Chairperson.
- 3-3 In the event of the absence or recusal (disqualification) of both the Chairperson and Vice Chairperson from a meeting of the HOAB, or a matter before its voting members in attendance, the present voting members may elect a temporary Chairperson for that meeting and proceed with the order of business.
- 3-4 The Planning ~~Director, or designee,~~Executive Assistant shall serve as Secretary of the HOAB.

Agenda

- 4-1 The Secretary shall, ~~1) with concurrence at the direction of the Planning Director, and~~ Chairperson, and subject to the scope of duties and responsibilities set forth in Section 1-1, prepare agendas for the ~~meeting~~meetings; ~~2)~~ provide public notice of the meetings; ~~3)~~ publish meeting minutes (see Section ~~56-1~~); ~~4)~~ attend to correspondences; ~~5)~~ and perform such other duties as necessary.
- 4-2 The ~~Chairperson~~Secretary shall ~~have a role in setting the agenda. If any agenda changes need to be made, they will be voted~~place items on at the time of the meeting by agendas according to the following order of business:

A. Call to Order.

~~A.B.~~ Approval of the HOAB Previous Meeting Minutes.

C. Public Comment Period.¹

D. Business Items.

E. Adjournment.

Agenda items shall be in accordance with the scope of duties and responsibilities set forth in Section 1-1.

Meetings

¹ Public comment periods shall be governed by the Town's public comment policy.

- 4 Regular monthly meetings of the HOAB shall be held at a standard time and place as agreed upon by the Town Board. Members shall be notified by electronic mail of each regular meeting by the ~~Planning Department's Executive Assistant~~Secretary.
- ~~4-2 Special meetings may be called by the Chairperson provided a ten (10) calendar day notice of the time and location of each such meeting shall be given to all members by the Planning Executive Assistant.~~
- ~~5-2 Special meetings may be called as necessary for Town-sanctioned training or work sessions, heavy workload, or to conduct official HOAB business within the HOAB's responsibilities as set forth by Section 1-1. Only the business that is specified in the notice of the meeting may be transacted during a special meeting. A majority of the HOAB members may at any time call a special meeting of the HOAB by signing a notice stating the date, time, and place of the special meeting and the subjects to be considered. Alternatively, a special meeting may be called by a majority vote of the HOAB members in open session during a regular meeting or another duly called special meeting.~~
- ~~5-3 The Secretary shall be responsible for cancelling any meetings for which: 1) there is no business; 2) when inclement weather or states of emergency prevent meeting; or 3) for which a quorum of members is unable to attend by giving reasonable notice to all members before the time set for the meeting. Notice of the cancellation shall also be posted on the Town's website.~~
- ~~4-35-4~~ The HOAB shall operate according to Robert's Rules of Order to the extent not contrary to these Bylaws. The Chairperson, subject to these rules, shall decide all points of procedure unless otherwise directed by a majority of the voting members of the HOAB in session at that time.
- ~~4-4 Town Staff shall provide HOAB with all material information, as well as a written legal opinion for all proposed text amendments, which shall contain the Town's source of authority and a statement of compliance with statute, case law and constitutional limits.~~
- ~~4-55-5~~ When a State of Emergency has been declared in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the Town Board and any other Town board, committee, or commission may hold a regular, special, or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S § 166A-19.24. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are simultaneously communicating are physically present.

A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.

Votes of each member made during a remote meeting under this section shall be counted as if the member were “physically present” only during the period while simultaneous communication is maintained for that member.

~~4-65-6~~ If no State of Emergency is in effect in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the HOAB may hold a regular, special, or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform only upon a consensus from the Town Board allowing the remote meeting.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S § 166A-19.24(b)-(e) and N.C.G.S. § 143-318.13. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are simultaneously communicating are physically present.

A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.

Votes of each member made during a remote meeting under this section shall be counted as if the member were “physically present” only during the period while simultaneous communication is maintained for that member.

Records

5Minutes

6-1 The HOAB shall keep a record of its meeting minutes reflecting its recommendations, transactions, findings, and determinations. Said ~~records~~minutes shall be published and released to the public through the Town of Huntersville web site, except as exempted by State law, and maintained in the files of the Planning Department.

65-2 Staff shall provide a summary of HOAB recommendations, ~~transactions~~, findings, and determinations, in a standardized form, to the Planning Board and Town Board.

Action by Committee

6 All actions of the HOAB shall have been put before the HOAB members in the form of a motion, duly seconded and voted upon. A quorum of all voting members shall be present before a vote may be taken on any motion. (See Section 2-3 relative to vacancies

of voting members).

~~6-27-2~~ Voting shall be done by a show of hands unless otherwise required by these Bylaws or law. Only voting members present at the time a vote is taken shall be eligible to vote.

~~6-37-3~~ All voting members of the HOAB must vote on all matters. Members who are present and not excused will be deemed to have voted in favor of the motion presented if they do not vote, this is to include an abstention vote.

Attendance

~~78-1~~ In order for the HOAB to carry out its duties and responsibilities, it is necessary for all voting members to attend the meetings. If any voting member is absent for three (3) consecutive regular meetings or fails to attend at least seventy-five percent (75%) of the regular meetings within a twelve (12) month “moving” period, the Chairperson shall request from the Town Board that the position be vacated and a replacement be made by the Town Board. Attendance records will be kept by the Planning Executive Assistant.

Conflict of Interest

~~8-19-1~~ Pursuant to N.C.G.S. § 160D-109, members of appointed boards shall not vote on any advisory or legislative decision regarding the adoption of a development regulation where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship. For purposes of these rules a “close familial relationship” means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

In applying this rule, the following procedure shall govern:

An HOAB member who believes that a conflict of interest exists for himself or herself shall declare that the possible conflict exists and ask to be excused from deliberation on the matter in question. The conflict of interest may be specific to a particular agenda item, ordinance change, etc. A majority vote of the remaining HOAB members shall be required to excuse a member from the deliberation for a conflict of interest.

~~8-2~~ ~~A contention of the existence of an overt conflict of interest or a contention of an undisclosed conflict of interest may be made by any interested party or HOAB member. Such a contention, only after the facts have been presented, may be grounds for reconsideration of a decision or recommendation of the HOAB.~~

~~8-3~~ Any such contention made to the HOAB shall be supported by factual and material evidence and shall be submitted to a properly convened meeting of the HOAB. The HOAB shall hear all such evidence and shall, by majority vote, make a final determination as to the existence of a conflict of interest and any further action required of the HOAB by such determination.

8-49-2 Excuse from participation in any matter is necessary only in those specific matters in which a conflict arises. There shall be no excuse based on entire categories of the business, profession, or outside interest with which a member is associated.

Subcommittees

10-1 The ~~HOAB~~Town Board may create standing or ad hoc subcommittees of the HOAB and appoint a Chairperson and Vice Chairperson of the subcommittee(s). The following rules shall be applicable to the meetings of any standing or ad hoc subcommittee, which may be formed ~~by the HOAB~~ from among ~~its own~~the HOAB members:

- i) A quorum shall be required for the subcommittee to take any action consisting of a majority of the members of the subcommittee.
- ii) The Chair~~person~~man of the subcommittee shall have a vote on all matters coming before the subcommittee.
- iii) Minutes of subcommittee meetings shall be kept and open to the inspection of the public. The results of each vote shall be recorded in the minutes.

Adoption of Rules of Procedure and Amendments

~~1011~~-1 These Rules shall at all times be consistent with all ~~-applicable laws~~ordinances of the Town of Huntersville and laws of the State of North Carolina. Should any provisions of these Rules be inconsistent with such ~~ordinances or laws of the State of North Carolina~~, said ~~ordinances and~~ laws shall control.

The Town Board, by a majority vote, shall adopt the Rules of Procedure. These Rules may, ~~within the limits allowed by law~~, be amended at any time by an affirmative vote of ~~two-thirds (2/3rds) of the Town Board, or an affirmative vote of~~ the majority of the Town Board, ~~provided that such amendments were presented in writing at a regular or special meeting before the meeting at which the vote is taken.~~

Adopted, as amended, this _____ day of _____ 2022~~2024~~.

Mayor, Town of Huntersville

ATTEST:

Town Clerk

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Emily Sloop, Town Attorney

Date: March 4, 2024

Subject: Ordinance to Establish Procedure for Reimbursement Agreements

EXPLAIN REQUEST:

This Ordinance sets forth the authority for and procedures and terms under which the Town may negotiate and approve infrastructure reimbursement agreements pursuant to N.C.G.S. § 160A-499

ACTION RECOMMENDED:

Approve and Adopt Ordinance

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 2-20-24 Draft of RA Ordinance

**AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE CODE OF ORDINANCES TO
ESTABLISH A PROCEDURE FOR REIMBURSEMENT AGREEMENTS**

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Chapter 51 of the Code of Ordinances, Reimbursement Agreements, is hereby added as follows:

Chapter 51 – Reimbursement Agreements for Municipal Infrastructure

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 51.01 of the Code of Ordinances, Reimbursement Agreements for Municipal Infrastructure, is hereby added as follows:

Sec. 51.01 – Reimbursement Agreements for Municipal Infrastructure

(a) **Authority**

This Ordinance sets forth the authority for and procedures and terms under which the Town may negotiate and approve infrastructure reimbursement agreements pursuant to N.C.G.S. § 160A-499.

Town approval authority for reimbursement agreements under this section shall be governed by general Town contracting authorizations and delegations.

(b) **Municipal Infrastructure Reimbursement Agreements**

The Town may enter municipal infrastructure reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the Town's Capital Improvement Plan ("CIP") and serves the developer or property owner.

For the purpose of this Ordinance, municipal infrastructure includes, without limitation, water mains, sanitary sewer lines, lift stations, stormwater lines, streets, curb and gutter, sidewalks, traffic control devices, and other associated facilities.

The Town Manager, or designee, is authorized to negotiate municipal infrastructure reimbursement agreements with private developers and property owners in accordance with this Ordinance and applicable policies and procedures.

Professional services necessary for the design of the municipal infrastructure shall be solicited and awarded in accordance with the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.

The contract(s) for the construction of the municipal infrastructure pursuant to this Ordinance shall be bid and awarded in accordance with N.C.G.S. § 143-129 and N.C.G.S. § 143-131 when those provisions would have been applicable had the contract(s) been awarded by the Town.

All reimbursement agreements pursuant to this Ordinance shall be reduced to writing and be preaudited by the Town's Finance Director.

Reimbursements pursuant to this Ordinance may be paid by the Town from any lawful source.

Section 3. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD:

PLANNING BOARD:

TOWN BOARD:

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Emily Sloop, Town Attorney

Date: March 4, 2024

Subject: Resolution to Update Standard Reimbursement Agreement

EXPLAIN REQUEST:

In 2019, the Town adopted a policy for reimbursements for street improvements pursuant to N.C.G.S. 160A-307.1. The policy included a contract template. In order to maximize flexibility to modify the agreement in relation to legislative changes, project specifications, and/or case law changes, it is desirable to specify reimbursement terms in a comprehensive agreement vs. in a policy as the would need Town Board approval to modify as necessary. The agreements will be approved in accordance with the Town's contract policies and delegations. Budget amendments will also continue to be required, as needed.

ACTION RECOMMENDED:

Adopt Resolution

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Agreement to Reimburse Schools 2-26-24
2. RESOLUTION TO UPDATE STANDARD REIMBURSEMENT AGREEMENT (1)

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT TO REIMBURSE SCHOOL FOR STREET IMPROVEMENTS

THIS AGREEMENT TO REIMBURSE (“Agreement”), is entered into as of this ___ day of _____, 20___ (“Effective Date”), by and between the Town of Huntersville, a North Carolina municipal corporation (the “Town”), and _____ (the “School”) located (or to be located) at _____ (the “School Site”). The Town and School may be individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the School is or will be a facility engaged in the educational instruction of children in any grade or combination of grades from kindergarten through the twelfth grade at which attendance satisfies the compulsory attendance law; and

WHEREAS, pursuant to N.C.G.S. § 160A-307.1, the Town may require street improvements related to schools that are required for safe ingress and egress to the municipal street system and that are physically connected to a driveway on the school site; and

WHEREAS, N.C.G.S. § 160A-307.1 requires that the Town reimburse schools satisfying the compulsory attendance law for the cost of any street improvements required by the Town pursuant to that section. The reimbursement shall include reimbursement for any right-of-way costs incurred by the schools in relation to the required improvements; and

WHEREAS, the Town has identified certain street improvements that will be required at the School Site pursuant to N.C.G.S. § 160A-307.1, consisting of _____ (collectively the “Street Improvements”), as shown on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Parties agree that the Street Improvements are for a public purpose and that, following construction of the Street Improvements by the School and final acceptance by the Town, the Town shall be responsible for the maintenance of the Street Improvements; and

WHEREAS, the Parties desire to memorialize the terms of their agreement with regard to the design, construction, and reimbursement for the Street Improvements at the School Site.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

ARTICLE I
PROJECT SCOPE AND FINANCING

1.1. Recitals. The recitals set forth above are incorporated into this Agreement.

1.2. Scope of Work. The School represents and warrants that the School shall design and cause to be constructed the Street Improvements in a workmanlike manner in accordance with all applicable laws. The scope of work for the Street Improvements is as set out in Exhibit A (hereafter the “Scope of Work” or “Work”) attached hereto and incorporated herein by reference. The Street Improvements include the installation of curb and gutter.

1.3. Reimbursement Costs. The Parties agree that the estimated direct costs for the Street Improvements shown on Exhibit B, “Reimbursement Cost Estimate” dated _____, attached hereto and incorporated herein by reference, including direct costs for design, engineering, construction, permitting, and acquisition of any necessary rights-of-way, constitute a commercially reasonable estimate of the entirety of the costs for which the Town is required to reimburse the School pursuant to N.C.G.S. § 160A-307.1 (the “Reimbursement Costs”). The Reimbursement Costs shall only include those direct costs actually and reasonably incurred by the School for the Street Improvements and shall be exclusive of indirect costs, including, but not limited to, administrative costs, profit, overhead, attorneys’ fees, insurance premiums, electricity, and fuel of the School. In order to receive reimbursement, the School shall comply with all of the following:

- (a) Attendance at the School shall at all times satisfy the compulsory attendance law.
- (b) The School shall include with its application for payment of the Reimbursement Costs (“Application for Payment”) itemized, paid invoices for the Work completed. The Town shall have fifteen days to review and approve the Application for Payment. The School shall make corrections to the Application for Payment as may be reasonably requested by the Town after such review. As an example, mathematical errors and errors in the apportioned costs between the Street Improvements and improvements not required by the Town will be corrected.
- (c) If a material increase in the Reimbursement Cost Estimate occurs at any point during the design, engineering, or construction of the Street Improvements, the School shall promptly submit to the Town a written request to amend the Reimbursement Cost Estimate (a “Change Request”). In order to be eligible for reimbursement, any Change Request shall include sufficient detail to establish that the request is commercially reasonable and justified. For purposes of this subsection, a material increase shall be deemed to occur when there is a 10 percent (10%) or higher increase in the Reimbursement Cost Estimate or any line item thereof. Change Requests that total three hundred thousand dollars (\$300,000.00) or more require approval by the Town of Huntersville Board of Commissioners.

- (d) The Town shall only provide reimbursement for the Street Improvements required by the Town and included in the Scope of Work. The School may install additional street improvements that exceed those required by the Town. Nothing herein requires the School to agree to make any street improvements beyond those that are required by the Town.
- (e) The Town shall not be responsible for any delay costs associated with any third-party utility installations or relocations.
- (f) The Town shall not be required to reimburse the School for any increases in costs or penalties incurred due to the improper administration of the construction of the Street Improvements by the School or any of its agents, including engineers or other design professionals hired by the School.
- (g) The Town shall not be required to reimburse the School for costs (including, but not limited to, attorneys' fees) associated with any disputes with any contractor or entity with which the School contracts for the Work.
- (h) When the School is part of a mixed-used development project, the development project will first be evaluated to determine which improvements would be required if the School were not part of the development and then analyzed with the School facilities included in the analysis. Any improvements that are not necessitated by traffic from the School facilities shall not be eligible for reimbursement.
- (i) The School shall be responsible for maintenance of the Street Improvements, including but not limited to pothole repair, asphalt cracking repair, curb and gutter damage repair, and repair to any other items that may affect the integrity of the Street Improvements, until written final acceptance of the Street Improvements by the Town ("Final Acceptance"). Upon Final Acceptance by the Town, the School's maintenance obligations shall cease, and the Town shall be responsible for the maintenance of the Street Improvements.

ARTICLE II SCHOOL'S RIGHTS AND RESPONSIBILITIES

2.1. Applicable Design Standards for Street Improvements. The School warrants that the design plans for the Street Improvements will be in accordance with applicable design standards that are contained in local, state, and federal standards, specifications, requirements, and laws.

2.2. Qualifications Based Selection. The requirements of Article 3D of Chapter 143 of the North Carolina General Statutes shall apply to the School's procurement of professional services necessary for the design and construction of the Street Improvements.

2.3. Bidding. The School shall solicit competitive bids and award the contracts for construction and repair work necessary to complete the Street Improvements in accordance with the provisions of N.C.G.S. § 143-129 and N.C.G.S. § 143-131. The School shall provide written notice to the Town of the time and date for all bid openings so that the Town may attend, if desired.

2.4 Easements and Right-of-Way. Prior to commencement of any construction, the School shall acquire, dedicate and/or donate or cause to be acquired, dedicated and/or donated all rights-of-way and easements, both temporary and permanent, as determined by the Town to be necessary for the construction of the Street Improvements and their future maintenance. The School shall be responsible for recording with the Register of Deeds of Mecklenburg County the requisite easements or plats to show dedicated rights-of-way and/or easements, and for providing the Town with written confirmation of the rights-of-way and/or easements obtained from each property owner who will be affected by the Work.

2.5. Administration. The School shall provide contract and project administration, routine engineering inspection, and payment verification services with respect to the design and construction of the Street Improvements.

2.6. Schedule. The School agrees that the Work associated with the Street Improvements will be performed diligently and without material interruption to completion in a good and workmanlike manner. The Street Improvements shall be substantially completed on or prior to _____ (the "Work Completion Date") and in accordance with the proposed Schedule of Work attached hereto and incorporated herein as Exhibit C. The School agrees to keep the Town informed of the progress of the Work and notify the Town if the scheduled Work Completion date is or will be delayed.

2.7 Quality of Work and Inspections. All trades shall be performed by skilled craftsmen with appropriate licenses. The School shall be responsible for and shall cause its contractor(s) and subcontractor(s) to include the below provision in its contracts ensuring that all materials, equipment, and workmanship incorporated into the Work are of the specified quality and fully conform to all requirements of this Agreement and the Approved Design Plans as defined herein:

All Work (which term includes, but is not restricted to, materials and workmanship of components) shall be subject to periodic inspection and testing by the Town of Huntersville at all reasonable times and at all reasonable places prior to final acceptance of the Work, but the Town shall have no obligation to make any such inspection or testing. Any such inspection or testing shall not relieve the School of the responsibility of providing quality control measures, including but not limited to, construction and materials testing to ensure that the Work strictly complies with all applicable requirements. No preliminary inspection or testing by the Town shall be construed as constituting or implying final acceptance of the Work.

2.8. Quality Control Measures. The School shall be responsible for all construction and materials testing required for the Street Improvements and shall follow all applicable standards and protocols for quality control measures and testing. The School shall provide the Town with copies of all reports generated from such testing. In the event said testing indicates or identifies areas of noncompliance, School agrees to make the changes necessary, including repair or replacement of defective materials and/or Work as necessary, to comply with applicable standards, rules, and regulations. Inspection or testing required by this Section 2.8 shall not relieve the School of its responsibility for damage to or loss of materials prior to the Town's Final Acceptance of the Work, or in any way affect the continuing rights of the Town after Final Acceptance of the completed Work.

2.9. Payment Responsibilities for Design and Construction Services. The Parties understand and agree that the Town is not a party to any contract entered into between the School and any design consultant(s) or sub-consultant(s) for the work necessary to complete the design or any contractors or subcontractors for construction of the Street Improvements. Except as otherwise provided herein, and subject to the obligation of the Town to reimburse for costs of the Street Improvements in accordance with this Agreement, the School shall be responsible for making all payments to any and all consultants and sub-consultants for design services and any contractors and subcontractors for construction of the Street Improvements.

2.10. Warranties. The School shall cause the contract(s) with the contractor(s) and subcontractors to warrant that all Work and portions thereof associated with the Street Improvements be undertaken by in accordance with the Approved Design Plans (as defined in Section 3.1 of this Agreement), and any approved modifications thereto as provided for in this Agreement, for the period of two years from the date of Final Acceptance of the Street Improvements by the Town (the "Warranty Period"). All materials and equipment provided shall be listed and labeled for the purpose intended and must be in good working order. All Work shall have a two (2) year warranty from the date of Final Acceptance of the Work against any latent defects, design, materials, workmanship, and installation. The Town shall be named as a beneficiary on any and all such warranties obtained by the School affecting the Street Improvements. During the Warranty Period, the School shall cause the contractor(s) and/or subcontractor(s) to repair, replace, or remedy all defects in materials, equipment or workmanship and replace any property damaged as a result thereof, upon receipt of written notice from either the School or the Town of the discovery of any defects during that period.

2.10. Risk of Loss. The School shall bear the full and sole risk of loss for the Street Improvements until Final Acceptance by the Town. The Town shall be not responsible for or liable for any of the School's insurance premiums or deductibles.

2.11. Use of the School's Work Product. Upon termination of this Agreement, or upon Final Acceptance by the Town of the Street Improvements, the School shall provide to the Town, upon the Town's request, all construction plans, associated documents, specifications, designs, permits and other materials prepared, obtained or delivered by an engineer (collectively the "Deliverables") in relation to the Street Improvements. Upon receipt of the Deliverables, the Town shall waive and release the School from any liability or loss related to the Town's use of

such Deliverables. The School further agrees to execute and deliver any assignments necessary to perfect, maintain, and enforce the Town's rights as owner of the Deliverables within thirty (30) days of such request by the Town.

ARTICLE III TOWN RIGHTS AND RESPONSIBILITIES

3.1. Review of Design Plans. The Town shall have the right to review and approve the School's design plans for the Street Improvements, including conceptual design plans, preliminary design plans, right-of-way plans, final design plans, specifications, calculations, and shop drawings (collectively, the "Approved Design Plans"). The Town shall have fifteen (15) business days to coordinate the review and comments from Town staff for each submittal, unless the Parties agree to modify the time period. Staff review will be performed by representatives of each Town Department that is responsible for design and construction of material aspects of the Street Improvements. Work shall not begin until the Town has provided approval, such approval not to be unreasonably withheld or delayed by the Town.

3.2. Town's Periodic Inspections. The Town shall have a right to access and to make regular and periodic inspections of the Street Improvements as construction progresses to verify that Work is performed in accordance with the Approved Design Plans, and School shall not interfere with such access or inspection by the Town or its designated representative(s). If the Town determines that the Street Improvements have not been completed in accordance with the Approved Plans, the Town shall provide the School with written notice of such deficiencies and defects. In such event, the School shall then correct or cause to be corrected the deficiencies and defects within a reasonable period of time, not to exceed thirty (30) days, for further inspection by the Town. Approval and acceptance of the Work pursuant to the periodic inspections performed in accordance with this Section 3.2 does not constitute Final Acceptance of public rights-of-way for maintenance by the Town or any of its departments.

Subject to the foregoing, if the School does not promptly replace rejected material or correct rejected Work, the Town may:

- a) By contract or otherwise, replace such material or correct such workmanship, or remove unauthorized work, and deduct the cost thereof from the Reimbursement Costs payable to the School, or
- b) Terminate the School's right to proceed in accordance with this Agreement but subject to the notice and cure rights of Section 4.3.

3.3. Procedure for Town Reimbursement.

3.3.1. Final Inspection. When the Work has been completed, the Town will make all final inspections and tests it deems appropriate for the purpose of ascertaining that the Work has been completed in accordance with the Approved Design Plans and

requirements of this Agreement. If upon final inspection, the Town determines that the Street Improvements have not been completed in accordance with the Approved Design Plans or this Agreement, the Town shall provide the School with written notice of such deficiencies and defects; in such event, the School shall then correct or cause to be corrected the deficiencies and defects within a reasonable period of time not to exceed thirty (30) days from receipt of the written notice for further inspection by the Town.

3.3.2. Final Acceptance. When the Town has determined that all deficiencies have been corrected and that the Work has been completed in all respects in accordance with this Agreement and the Approved Design Plans, the Town shall provide the School with written acceptance of the Work and shall thereafter be responsible for maintenance and repair of the Street Improvements (subject to the warranties set forth in Section 2.10). Upon Final Acceptance, the School shall be released from further performance, except regarding latent defects, fraud, or such gross mistakes as may amount to fraud, and regarding the Town's rights under any warranty or guaranty under this Agreement.

3.3.3. Town Reimbursement. Upon the School's satisfactory completion of the Street Improvements and the Town's Final Acceptance of the same, the Town shall reimburse the School an amount not to exceed the actual costs of the Work as reflected on Exhibit B, including any Change Requests made in accordance with Subsection 1.3(c). The School shall submit to the Town an itemized Application for Payment as supported by paid invoices in accordance with Subsection 1.3(b). [The Town agrees to reimburse the School within ninety (90 days) of receipt of a complete and accurate Application for Payment.]

Commented [ES1]: This term may be modified to reimburse in equal installments after receipt of the Application for Payment for exceptionally large projects.

3.4. Changes in Design or Construction. Changes in the scope of the Work may only be made by mutual written agreement of the Town and the School.

3.5. Town Not Liable for Delays. The Town shall not be liable to the School, its agents or representatives, or any consultants, sub-consultants, contractors or subcontractors, for or on account of any stoppages or delay in the performance of any obligations of the Town or any other third party hereunder, or other legal or equitable proceedings or on account of any other delay for any cause. Notwithstanding the foregoing, neither party shall be liable to the other under any circumstances for lost profits or any other consequential, special, or indirect damages.

ARTICLE IV MISCELLANEOUS

4.1. Term and Completion. This Agreement shall commence upon the effective date and shall continue in full force and effect until the obligations contained herein have been completed unless sooner terminated or extended in accordance with the terms in the Agreement.

4.2. Assignment. This Agreement shall not be assignable without the consent of the Town. Any assignment attempted without the written consent of the Town shall be void.

4.3. Remedies for Breach of the Agreement. In the event of the breach of any term, provision, or condition of this Agreement by any Party hereto, subject to the notice and cure rights and the provisions of this Section 4.3, the non-breaching Party shall be entitled, in addition to the rights and remedies described below, to such rights and remedies as shall be available at law and in equity, excluding the remedy of specific performance, including termination of this Agreement upon written notice to the other Party. Unless both Parties agree by mutual consent to a different time period, prior to the exercise of such rights and remedies, the defaulting Party shall be entitled to receive from the other Party written notice of such breach, and (i) the defaulting Party shall have a period of ten (10) business days to cure such breach related to the payment of money, and (ii) the defaulting Party shall have a period of thirty (30) days to cure such breach not related to payment of money unless such non-monetary default by its nature cannot reasonably be cured within such thirty (30) day period in which case the defaulting Party shall have a reasonable amount of time, not to exceed ninety (90) days, to cure such non-monetary default.

4.4. Termination.

4.4.1. Termination for Convenience. The Town may terminate Work under this Agreement, in whole or in part, at any time without cause by giving written notice to the School. The Town shall pay the School all properly incurred actual costs for Work properly completed by the School and accepted by the Town as of the date of termination.

4.4.2. Termination for Default. Without limiting any other termination rights set forth in this Agreement, either party may terminate this Agreement by written notice to the other for default if the other party fails to cure a material breach within the time period for cure of such breach specified in Section 4.3. The Town may terminate this Contract for default without a cure period if the School:

- (a) Ceases or fails to do business as a school, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the School's function is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee, or liquidator is appointed for it or any substantial part of the School's assets or properties; or
- (b) Acts or fails to act in a way that creates a risk to safety or is likely to cause the Town to incur property damage, fines, or penalties; or
- (c) Ceases to operate as a facility engaged in the educational instruction of children in any grade or combination of grades from 6th through the 12th grade at which attendance satisfies the compulsory attendance law.

4.4.3. Town Right to Cover. If, subject to the written notice and cure rights described in Section 4.3 above, (i) the School fails to meet the scheduled Work Completion Date or resolution time set forth in this Agreement (including the Exhibits), the Town may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

- (a) Employ such means as it may deem advisable and appropriate to perform itself or obtain services from a third party to perform the Work until the matter is resolved and the School is again able to resume performance under this Agreement; and
- (b) Deduct any and all expenses incurred by the Town in obtaining or performing the Work from the Reimbursement Costs then due or to become due to the School.

4.4.4. Authority to Terminate. Authority to terminate this Agreement on behalf of the Town rests with the Town Manager or designee.

4.4.5. Remedies Cumulative. Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it may be entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

4.5. Notice. Whenever written notice is required under the terms of this Agreement, all notices, requests for payment, requests to modify the Street Improvements, and any other questions concerning this Agreement should be addressed as follows:
If to the Town:

Anthony Roberts, Town Manager
P.O. Box 664
Huntersville, NC. 28070
Email: aroberts@huntersville.org

With copy to the Town liaisons:
Stephen Trott, Director of Engineering; and
Kevin Fox, Director of Public Works
Both at:
P.O. Box 664
Huntersville, NC. 28070
Email: strott@huntersville.org and kfox@huntersville.org

If to the School:

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

4.6. Indemnification. To the fullest extent permitted by law, the School shall indemnify, defend and hold harmless the Town and its agents and employees from and against all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from the School's or any of the School's contractor(s) or subcontractor(s) work in connection with the Street Improvements, provided that any such claim, damage, loss or expense is: (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the School, any of the School's contractor(s) or subcontractor(s), anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable. This Section 4.6 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

4.7. Americans with Disabilities Act. In constructing the Street Improvements, the School agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC§§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC§ 794; and the following regulations and any amendments thereto:

- a) Department of Justice ("DOJ") regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- b) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19; and
- c) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

In addition to constructing the Street Improvements in compliance with the above requirements, the School shall perform all construction activities in such a manner that ensures ADA compliance throughout the construction phase. Failure of the School to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by the Town as set forth in Section 4.4 above.

4.8. Compliance with Laws. The School shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses in connection with its obligations under this Agreement.

4.9. No Third-Party Rights. This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to

enforce any right of obligation or enjoy any benefit created or established by this Agreement.

4.10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

4.11. Applicable Law. This Agreement shall be enforced, interpreted, and construed by and under the laws of the State of North Carolina.

4.12. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to its subject matter and there are no other representations, understandings, or agreements between the Parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals, written or oral.

4.13. Amendment. No amendment or modification to this Agreement shall be valid unless in writing and signed by all Parties to this Agreement.

4.14. Severability. The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

4.15. Jurisdiction and Venue. Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

4.16. Non-Discrimination Policy. During the performance of the Agreement, School shall comply with all federal and state requirements concerning fair and equal 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.

4.17. E-Verify. The School shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall require each of the subcontractors to do so as well.

4.18. Iran Divestment List. With the execution hereof, School certifies it is 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.

4.19 Relationship of the Parties. The School is not an employee of the Town. The conduct and control of the Work will lie solely with the School. This Agreement shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the School and the Town. Employees of the School shall remain subject to the exclusive control and supervision of the School, which is solely responsible for their compensation. This Agreement shall be deemed to have been written by all parties hereto, and shall not be construed more strictly in favor of or against either party.

4.20 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.

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

4.22 Captions. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement.

4.23 Indebtedness of the School. Pursuant to N.C. Gen. Stat. Section 115C-218.105(b), no indebtedness of any kind incurred or created by the School shall constitute an indebtedness of the State of North Carolina or its political subdivisions, and no indebtedness of School shall involve or be secured by the faith, credit, or taxing power of the State of North Carolina or its political subdivisions. Every contract into which School enters for the Street Improvements shall include the previous sentence.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have caused this Agreement to be executed in duplicate, each to have the force and effect of an original, by duly authorized representatives on the dates specified below.

SCHOOL

BY: _____
[Name][Title] Date

The Town of Huntersville

By: _____
Christy Clark, Mayor Date

Attested:

Approved as to form:

Town Clerk

Town Attorney

Pre-Audit Certification:

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

Pattie McGinnis, Finance Director

Exhibit A

[Insert Scope of Work for Street Improvements]

Exhibit B

[Insert Reimbursement Cost Estimate]

Exhibit C

[Insert Proposed Schedule of Work]

RESOLUTION TO UPDATE STANDARD REIMBURSEMENT AGREEMENT

WHEREAS, in 2017, the General Assembly enacted N.C.G.S. § 160A-307.1 requiring towns to reimburse schools for street improvements required for safe ingress and egress to the municipal street system, which are physically connected to a driveway on the school site (“Required Street Improvements”); and

WHEREAS, in September 2019, the Town of Huntersville Board of Commissioners (the “Town Board”) adopted a policy setting forth reimbursement procedures for Required Street Improvements, including a standard reimbursement agreement (Reimbursement Policy”); and

WHEREAS, the Town Board now wishes to update its standard reimbursement agreement (“Reimbursement Agreement”) to incorporate additional terms as set forth in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Town Board wishes to replace its Reimbursement Policy adopted in September 2019 with the comprehensive Reimbursement Agreement attached hereto as Exhibit A setting forth all terms and conditions for the Town’s reimbursement of Required Street Improvements; and

NOW THEREFORE, BE IT RESOLVED by the Town Board of Commissioners the following:

1. The Town’s Reimbursement Policy adopted in September 2019 is rescinded.
2. The Town’s Reimbursement Agreement is updated as reflected in Exhibit A and it may be amended from time to time by the Town Manager, acting on advice of legal counsel.
3. Town approval authority for Reimbursement Agreements shall be governed by the Town’s contracting authorizations and delegations.

Adopted this _____ day of _____ 2024.

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Stephen Trott, Director of Engineering

Date: March 4, 2024

Subject: Resolution to acquire property - Bellamore to CVS Sidewalk project

EXPLAIN REQUEST:

Resolution to acquire right-of-way and/or easements necessary for the construction of the Bellamore to CVS Sidewalk project.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. Resolution-Bellamore to CVS - 3.4.24



**RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE
RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE
BELLAMORE TO CVS SIDEWALK PROJECT**

WHEREAS, the Town of Huntersville (the “Town”) has determined that the acquisition of fee title right of way, and/or easements is necessary to the delivery of the Bellamore to CVS Sidewalk Project; and

WHEREAS, the Town finds that such title, rights-of-way, and easements, including existing public rights-of-way and easements, are for a public use and necessary for the construction of the Bellamore to CVS Sidewalk Project; and

WHEREAS, the statutory powers of the Town include the power to acquire real property (N.C.G.S. §160A-11 and §160A-240.1), including the power of eminent domain (N.C.G.S. Chapter 40); and

WHEREAS, to meet said defined project delivery schedule, property acquisition process should begin no later than March 2024; and

WHEREAS, the Town’s proposed property acquisition process for the Bellamore to CVS Sidewalk Project will comply with applicable federal and state requirements; and

WHEREAS, the Town has certified that the parcels (“the Property”), represented on Exhibit A, are needed for the Bellamore to CVS Sidewalk Project.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS (the “Town Board”) AS FOLLOWS:

1. The Town Board approves and authorizes the acquisition of the necessary fee title, rights-of-way, and/or easements affecting the parcels described on Exhibit A at a price not to exceed that determined by the appraisals described in the Proposal for Real Estate Acquisition Services by a Professional Property Acquisition Firm and permitted Administrative Adjustments for Right-of-Way Acquisition. No further action is required by this Board to authorize the acquisition.
2. In the event any of the parcels or interest in Exhibit A cannot be acquired by negotiations at the price authorized above, the Town Manager, through counsel, may institute and pursue acquisition by the process of Eminent Domain according to the procedures contained in Chapter 40A, including but not limited to, giving notice of intent to the property owner, executing and filing a complaint and declaration of

taking and depositing the necessary appraised value amount with the Clerk of Superior Court of Mecklenburg County.

3. The Town Board hereby authorized the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 4th day of March, 2024.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A - PARCEL INDEX
Bellamore to CVS Sidewalk Project

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	009-111-06	FNGUY LLC
2	009-111-07	Huntersville Crossing Real Estate LLC

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Kevin Fox, Director of Public Works

Date: March 4, 2024

Subject: Resolution to acquire property - Drake Hill Dr Drainage Improvements project

EXPLAIN REQUEST:

Resolution to acquire right-of-way and/or easements necessary for the construction of the Drake Hill Drive Drainage Improvements project.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

Stormwater Fund.

ATTACHMENTS:

1. Resolution-Drake Hill Dr - 3.4.24



**RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE
RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE
DRAKE HILL DRIVE DRAINAGE IMPROVEMENTS PROJECT**

WHEREAS, the Town of Huntersville (the “Town”) has determined that the acquisition of fee title right of way, and/or easements is necessary to the delivery of the Drake Hill Drive Drainage Improvements Project; and

WHEREAS, the Town finds that such title, rights-of-way, and easements, including existing public rights-of-way and easements, are for a public use and necessary for the construction of the Drake Hill Drive Drainage Improvements Project; and

WHEREAS, the statutory powers of the Town include the power to acquire real property (N.C.G.S. §160A-11 and §160A-240.1), including the power of eminent domain (N.C.G.S. Chapter 40); and

WHEREAS, to meet said defined project delivery schedule, property acquisition process should begin no later than March 2024; and

WHEREAS, the Town’s proposed property acquisition process for the Drake Hill Drive Drainage Improvements Project will comply with applicable federal and state requirements; and

WHEREAS, the Town has certified that the parcels (“the Property”), represented on Exhibit A, are needed for the Drake Hill Drive Drainage Improvements Project.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS (the “Town Board”) AS FOLLOWS:

1. The Town Board approves and authorizes the acquisition of the necessary fee title, rights-of-way, and/or easements affecting the parcels described on Exhibit A at a price not to exceed that determined by the appraisals described in the Proposal for Real Estate Acquisition Services by a Professional Property Acquisition Firm and permitted Administrative Adjustments for Right-of-Way Acquisition. No further action is required by this Board to authorize the acquisition.
2. In the event any of the parcels or interest in Exhibit A cannot be acquired by negotiations at the price authorized above, the Town Manager, through counsel, may institute and pursue acquisition by the process of Eminent Domain according to the procedures contained in Chapter 40A, including but not limited to, giving notice of intent to the property owner, executing and filing a complaint and declaration of

taking and depositing the necessary appraised value amount with the Clerk of Superior Court of Mecklenburg County.

3. The Town Board hereby authorized the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 4th day of March, 2024.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A - PARCEL INDEX
Drake Hill Drive Drainage Improvements Project

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	019-061-25	Trust 212 Sherrwyn Ln
2	019-273-82	Vermillion Community Association Inc.
3	019-273-72	Paul F Greer

**Town of Huntersville
Town Board
March 4, 2024**

To: Town Board

From: Christy Clark, Mayor

Date: March 4, 2024

Subject: Town Manager Employment Contract

EXPLAIN REQUEST:

Consider approving an employment contract for the Town Manager.

ACTION RECOMMENDED:

Approve contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Employment Agreement 3-4-24

Town of Huntersville Manager Employment Agreement

This Agreement, made and entered into ~~March 4, 2024~~~~June 21, 2021~~, by and between the Town of Huntersville, North Carolina, a municipal corporation, (hereinafter called "Employer") and Anthony P. Roberts (hereinafter called "Employee") an individual who has the education, training, and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

The term of this agreement shall be ~~for three (3) years~~ from ~~March 4, 2024~~~~July 1, 2021~~ (the "Commencement Date") to June 30, 202~~7~~4. This Agreement shall automatically be renewed at the beginning of each fiscal year unless notice that the Agreement shall terminate is given at least one month before the expiration date. Notwithstanding the stated term of this agreement, Employee shall be an employee at will and the severance provisions contained herein shall be the Employee's sole remedy in the event that the Employer terminates this Agreement prior to the end of its current term.

Section 2: Duties, Role, and Authority

Employer agrees to employ Employee as Town Manager (exempt position) to perform the functions and duties specified in Huntersville Town Charter, the Huntersville Town Code, and the NC General Statutes. Employer agrees that, under N.C.G.S. § 160A-148, the Town Manager ~~under § 160A-148~~ has the authority and statutory role to direct and supervise the administration of all departments, offices, and agencies of the town; and hire, direct, assign, reassign, evaluate, suspend, or remove all Town officers and employees not elected by the people or designated by statute as Town Board appointees. In addition, the Employee agrees to perform such other duties and responsibilities, not inconsistent with the above, as requested by the Town Board from time to time.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of ~~\$275,000.00~~~~192,853.44~~ payable in biweekly installments at the same time as all other employees of the Employer are paid.

B. The Employer agrees to consider the eligibility for an annual pay increase in the form of a bonus on accomplishing previously agreed upon annual goals for the Employee based upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Employee will be entitled to market adjustments as provided to all other employees. Notwithstanding the foregoing, the Employee shall not receive a bonus or market rate adjustment from March 4, 2024 through June 30, 2025.

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for health, dental, basic life and long term disability for the Employee and his/her dependents equal to that which is provided to all other employees of the Town of Huntersville.

- B. The Employer agrees to provide Employee retiree individual health insurance to end at the age of 65 paid at one year for each year of service credit to the Town of Huntersville provided that Employee retires with the Town of Huntersville.

Section 5: Vacation and Sick Leave

The Employee shall accrue vacation leave at the rate of three weeks (120 hours) per year on a monthly basis for the term of the contract. The Employee shall accrue sick leave on a monthly basis at the rate provided to all other employees.

Section 6: Automobile Expense

The Employer shall provide to Employee a leased vehicle in the amount of five hundred dollars (\$500.00) per month including paid gas card, insurance, maintenance, and car washes.

Section 7: Retirement

The Employer agrees that Employee is enrolled in the North Carolina Local Governmental Retirement System and to make all the appropriate Employer contributions on the Employee's behalf as required. In addition, Employer agrees to make a contribution of five percent (5%) of Employee's annual salary to the 401(k) Plan.

Section 8: General Business Expenses

1. Employer agrees to budget for and to pay for professional dues, memberships and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the North Carolina League of Municipalities, North Carolina City County Managers Association, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

4. Employer recognizes that certain expenses of a non-personal, but ~~job-related~~job-related nature, are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or receipts, statements, or personal affidavits.

5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic organizations.

6. The Employer shall provide Employee with technology such as paid cell phone and iPad required for the Employee to perform the job and to maintain communication.

Section 9: Termination

Notwithstanding the stated term of this agreement, Employee shall be an employee at will and the severance provisions contained herein shall be the Employee's sole remedy in the event that the Employer terminates this Agreement prior to the end of its current term.

For the purpose of this agreement, termination shall occur when:

1. The governing body votes to terminate the Employee.
2. The governing body votes not to renew the agreement as outlined in Section 1.
3. Expiration of the term of this agreement.
4. Mutual agreement of the Employer and Employee in writing and signed by them.
5. If the Employer, citizens or legislature acts to amend any provisions of the Huntersville Town Charter or Town Code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, such amendments shall constitute termination.
6. If the Employer reduces the base salary, compensation in an amount greater than the average across the board percent reduction of substantially all employees (unless Manager consents to such reduction), or any other material financial benefit of the Employee, such action shall constitute a breach of this agreement and will be regarded as a termination.
7. If the Employee resigns following a request for resignation and offer to accept resignation, whether formal or informal, by the Employer as representative of the governing body that the Employee resign.
8. Breach of contract declared by either party with a ~~30-day~~30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.
9. Resignation. The Employee delivers to the Employer voluntary resignation. Employee agrees to give Employer at least thirty (30) days' notice before resignation.

In the event of Employee's termination under Section 9, Employer and Employee agree not to make disparaging comments or statements concerning either party (Board or Town Manager), publicly or in private. Employer shall comply with applicable law with respect to any request for information or documentation contained in the employee's employment records.

In order to promote the smooth transition in the leadership and management of the Town's organization and to maintain the confidence of the public in their elected officials, Employer and Employee may agree to an additional separation agreement in the event of a termination as outlined in Section 9. The separation agreement may have additional terms not outlined in this agreement.

Section 10: Severance

Severance shall be paid to the Employee, as Employee's sole remedy for termination, if employment is terminated as defined in Section 9, except a termination for just cause, as defined below, or the resignation of Employee.

Beginning on the Commencement Date, the Employer shall provide a minimum severance payment equal to nine (9) months' salary at the current salary. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued vacation hours up to 240 hours per the Town Personnel Policy. No payment for accrued sick leave hours which is consistent with the Town Personnel Policy.

As used throughout this Agreement, "just cause" is defined and limited to the following reasons:

(i) A determination by the Employer, in good faith, that Employee (A) has breached in any material respect any of the terms or conditions of this Agreement, or (B) is engaging or has engaged in willful conduct which is detrimental to the Employer or which has had or likely will have a material adverse effect on the Employer's reputation. Prior to any termination by the Employer of Employee's employment for a breach, failure to perform or conduct described in this subparagraph (i), the Employer shall give Employee written notice which describes such breach, failure to perform or conduct and if during a period of thirty (30) business days following such notice Employee cures or corrects the same to the reasonable satisfaction of the Employer, then this Agreement shall remain in full force and effect; however, notwithstanding the above, if the Employer has given written notice to Employee on a previous occasion of the same or a substantially similar breach, failure to perform or conduct, or of a breach, failure to perform or conduct which the Employer determines in good faith to be of substantially similar import, or if the Employer determines in good faith that the then current breach, failure to perform or conduct is not reasonably curable, then termination under this subparagraph (i) shall be effective immediately and Employee shall have no right to cure such breach, failure to perform or conduct.

(ii) The violation by Employee of any applicable federal or state law, or any applicable rule, regulation, order or statement of policy promulgated by any governmental agency or authority having jurisdiction over the Employer (a "Regulatory Authority"), which results from Employee's gross negligence, willful misconduct or intentional disregard of such law, rule, regulation, order or policy statement and results in any substantial damage, monetary or otherwise, to the Employer or to the Employer's reputation;

(iii) The commission in the course of Employee's employment with the Employer of an act of fraud, embezzlement, theft or proven personal dishonesty (whether or not resulting in criminal prosecution or conviction);

(iv) The conviction of Employee of any felony or any criminal offense involving dishonesty or breach of trust;

(v) The occurrence of any event believed by the Employer, in good faith, to have resulted in Employee being excluded from coverage, or having coverage limited as to Employee as compared to other covered officers or Employees, under the Employer's then current "blanket bond" or other fidelity bond or insurance policy covering its directors, officers or employees.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall review the performance of the Employee based on agreed upon annual goals in a process which shall be mutually agreed upon by the Employer and Employee by August 15th. The Employee will be reviewed ~~annually, prior to the new fiscal year and completed by June 30th.~~ The process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. At the initiation of this agreement the Employer will provide the Employee with the review criteria to be met. In addition, Employer shall provide the Employee with a series of annual goals to be met during each year of employment as Town Manager. As such, the evaluation of the Employee shall at all times be conducted in closed session of the Board and shall be confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Employer or the Employee from sharing the content of the Town Manager's evaluation with their respective legal counsel.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment except with the consent and approval of the Board.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule on those days. The schedule shall be appropriate to the needs of the Employer and shall allow the Employee to faithfully perform his or her assigned duties and responsibilities. However, Employer expects Employee to be reasonably accessible to staff, citizens, and Board Members within reason from 8 am to 5 pm. Employee's biweekly timesheets must be approved by the Mayor with vacation requests submitted to the Mayor for approval. If the Mayor is not reasonably available, salary would still be paid as scheduled and Mayor's review and approval would follow when available.

Section 15: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, but only to the extent that Employer has insurance coverage in effect which covers such claim that and that includes coverage for Employee.

Employee recognizes that Employer or its insurer shall have the right to compromise in any claim or suit.

Section 16: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17: Other Terms and Conditions of Employment

A. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by all other employees of the Town as provided in the Charter, Personnel Rules and Regulations or by practice.

B. Should Employee move from current address at 20311 Bethelwood Lane, Cornelius, NC; at that time, the requirement will be to move into the Town limits of Huntersville.

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER NOTICE: The Honorable Mayor, Town of Huntersville, PO Box 664, Huntersville, NC 28070

(2) EMPLOYEE NOTICE: Mr. Anthony Roberts, 20311 Bethelwood Lane, Cornelius, NC 28031

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Effective Date. This Agreement shall become effective on the date first above appearing.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Section 20: Entire Agreement

These terms and conditions, and any other specifications contained in any other documents referenced herein, shall constitute and represent the complete and entire agreement between the Employer and Employee and supersede all previous communications and agreements, either written or verbal with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

EMPLOYEE

Anthony Roberts

EMPLOYER:

TOWN OF HUNTERSVILLE, NORTH CAROLINA

By: _____ Date: _____

Mayor: ~~John Aneralla~~ Christy Clark

ATTEST: _____ Date: _____

Town Clerk: Janet Pierson

APPROVED AS TO FORM:

By: _____ Date: _____

Town Attorney, Emily Sloop

PREAUDITED:

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

By: _____ Date: _____

Finance Director: Pattie McGinnis