

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
June 17, 2024 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

Live Stream available via YouTube
@townofhuntersvillenc28078

1. Pre-meeting - 4:30 p.m.

1.A. Requests from External Agencies. *(Pattie McGinnis)*

2. Call to Order

3. Invocation/Moment of Silence

4. Pledge of Allegiance

5. Announcements

6. Public Comments, Requests, or Presentations

6.A. Charlotte Water Update. *(Angela Charles, Director)*

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the June 3, 2024 Regular Town Board Meeting. *(Janet Pierson)*

8.B. Approve contract for Professional Engineering Services between the Town and Dewberry Engineers Inc. for The Park - Huntersville Greenway. *(Tracy Houk)*

8.C. Adopt Resolution to accept the Arahova Roundabout Upgrades construction contract. *(Kevin Fox)*

- 8.D. Approve Personnel Policy amendment to incorporate Pregnant Workers Fairness Act requirements. (*Lara Cagle*)
- 8.E. Approve new pay ranges based on FY24 Classification and Compensation study. (*Lara Cagle*)
- 8.F. Approve budget amendment appropriating Interest Earnings in the amount of \$16,000 to Governing Body. (*Pattie McGinnis*)
- 8.G. Approve budget amendment appropriating Capital Reserve revenue in the amount of \$16,500 to the Parks and Recreation Contract Services account for Dellwood Building Assessment Study. (*Pattie McGinnis*)
- 8.H. Approve budget amendment appropriating Interest Earnings in the amount of \$50,000 to various Parks and Recreation Expense Line Items. (*Pattie McGinnis*)
- 8.I. Approve budget amendment appropriating Community Needs contributions in the amount of \$10,605 to the Miscellaneous Expense - Community Emergency Needs account. (*Pattie McGinnis*)

9. Public Hearings

10. Other Business

- 10.A. Consider adopting a text amendment to the Code of Ordinances, a request for the Legal Department to update Section 10.14 of the Code of Ordinances to include classes of ordinances of transitory nature. (*Emily Sloop*)
- 10.B. Consider approving budget amendment transferring \$6.2 million from General Fund Balance to HFFA. (*Jackie Huffman*)
- 10.C. Consider adopting Second Amended and Restated Transit Governance Interlocal. (*Emily Sloop*)
- 10.D. Adopt Resolution authorizing upset bid process for portion of 12928 S. Church Street, Huntersville NC 28078. (*Bobby Williams*)
- 10.E. Consider approving Purchase Agreement to acquire approximately 0.350 acres located at 14703 N Old Statesville Road, Huntersville, NC 28078. (*Anthony Roberts*)
- 10.F. Consider appointments to the Board of Adjustment. (*Brian Richards*)
- 10.G. Consider appointments to the Planning Board. (*Brian Richards*)

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 (after July 1 it will be on the first and third Tuesday 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 - Amended February 19, 2024)

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.

Huntersville - Non-profit Agencies
FY 2025 Budget Request

		<u>FY 2023</u> <u>Budget</u> <u>Approved</u>	<u>FY 2024</u> <u>Budget</u> <u>Requested</u>	<u>FY 2024</u> <u>Budget</u> <u>Approved</u>	<u>FY 2025</u> <u>Budget</u> <u>Requested</u>
	External Agencies				
Page #	General Fund				
2	Ada Jenkins	35,000	55,000	30,000	55,000
7	Angels & Sparrows - Food Security program	35,000	50,000	40,000	20,000
17	Angels & Sparrows - Pathway program	-	-	-	50,000
26	Arts and Science	-	15,000	5,002	42,396
35	Bags of Hope	20,000	26,000	15,000	20,000
49	Caterpillar Ministries	20,000	30,000	30,000	50,000
59	Hope House	20,000	20,000	20,000	20,000
66	North Meck Crime Stoppers	5,000	5,000	5,000	5,000
69	Bridge of Hearts	-	-	-	5,000
77	Pottstown Heritage Group	-	-	-	25,000
82	Cornelius Youth Orchestras	-	-	-	6,500
		<u>135,000</u>	<u>201,000</u>	<u>145,002</u>	<u>298,896</u>
	Tourism				
93	Hugh Torance	15,000	20,000	20,000	25,000
106	Rural Hill	20,000	20,000	20,000	35,000
		<u>35,000</u>	<u>40,000</u>	<u>40,000</u>	<u>60,000</u>
	Total	<u>170,000</u>	<u>241,000</u>	<u>185,002</u>	<u>358,896</u>

ADA JENKINS FAMILIES AND CAREERS DEVELOPMENT CENTER



Nonprofit Funding Request **FY24-25**

Name of Organization - Ada Jenkins Families and Careers Development Center Inc.

Mission of Organization:

We exist to help people create lasting solutions to economic stability.

Have you been awarded any ARPA funding? If so, list year, amount and source.

During 2020-2022 (COVID), we received several grants through United Way, Foundation for the Carolinas and ARPA (City of Charlotte, Mecklenburg County, etc.)
We can pull an exhaustive list of these funds and resources and submit it on a separate document per request.

2023 - \$363,746 - Mecklenburg County

Primary Contact Information Regarding Funding Request:

Name - Josh Kiser
josh.kiser@adajenkins.org
PO Box 1842, Davidson , NC
Davidson, NC
704-896-0471 ext 131

Executive Director Contact: Harold E. Rice Jr.

harold.rice@adajenkins.org
704-896-0471
212 Gamble St. , Davidson NC

Total Amount of Funding Requested: - \$55,000

Will any of the requested funds be used to match other grants? If so, which grants? No

Tax Exempt Status: - 501c 3

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

Town of Huntersville funds are requested to provide support for our Huntersville clients needing our Economic Mobility Program services, including critical financial assistance, which provides funds such as rent and utility payments to families who have an imminent threat of becoming homeless. North Mecklenburg remains among the most underserved areas of the county, and the impact of inflation, lack of affordable housing and the overall rising cost of living continues to be realized. Our clients have experienced significant changes and obstacles related to job loss, childcare closures and staffing issues, and overall declining health due to physical and mental stress. Our economic mobility program services strengthen the likelihood that clients will sustain themselves financially, with the education and services needed to become more self-sufficient.

If applicable, please described the target population that will be served with the requested funds:

We are the only organization providing Economic Mobility services in north Mecklenburg (the towns of Cornelius, Davidson and Huntersville.) While we serve clients whose annual household income is less than or equal to 250% of the Federal Poverty Level (\$69,375 for family of 4), during our recent fiscal year, 86% of the clients we served have incomes of 150% or less of the FPL and 60% or less of the Area Median Income (\$59,520 for family of 4). Last fiscal year, 30% of our clients overall resided in the Town of Huntersville. During the most recently completed fiscal year, 53% of the families served through our Economic Mobility program were Huntersville residents; 48% of families provided financial assistance were from Huntersville; a total of \$126,138 to these families. Lastly, though we are not requested funding for our food pantry, it is worth noting that the highest percentage of our food pantry clients were from the town of Huntersville (27.8%).

How will the program or service for which funds are requested address the problem or identified need?

We respectfully request \$55,000 from the Town of Huntersville to support Huntersville residents in the following ways- all of which fall under our Economic Mobility Program: providing wrap-around client support services that strengthen the likelihood that they will become financially independent within a couple of years and thereby decreases their need to depend upon government resources in order to live. Our Economic Mobility team -- the only Mecklenburg County social work case managers north of Charlotte - provides clients with counsel and resources pertaining to housing, education and employment, and budgeting. Clients may also be eligible for food pantry service and/or a subsidy to meet a critical need. This financial assistance, as well as all EM program services, will be initially handled and assessed by our Program Eligibility Coordinator whom is a member of the EM Program Team. This position will, unfortunately, need to be duplicated in the coming fiscal year in order to keep up with rising demand of services and assistance. In anticipation of this, we increased our budget from \$230k to \$275k, and threshold per household to \$2,200 to better address the need. Affordable housing remains an issue. Some area rents instantly increased \$300+ for long-time residents, many of whom are on fixed incomes, and/or do not have the means to drastically increase their income. Currently, a one-bedroom apartment in our service area can range between \$1400 and \$1800. Data suggests our typical client earns approximately \$25,000/year. This leaves many to choose between housing, food and other necessities.

How many Town residents will be directly impacted by the funds requested?

As previously mentioned, we have seen an increase in demand for Economic Mobility programming and critical financial assistance from residents of Huntersville. Last fiscal year we served 159 families with financial assistance and 335 individuals through our EM program. Additionally, 2,675 individuals were served through our food pantry. We expect to serve more individuals and families in the upcoming year. At the 6-month mark of this current fiscal year, data suggests increased numbers for each EM program, and an incredible 150% increase in food pantry service, many of who are also EM clients. For reference purposes, the following number of Huntersville residents were served this most recently completed year; 163 in our Economic Mobility program, 81 received critical financial assistance, and 742 in our food pantry (up from 304 the previous year).

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

Ada Jenkins Center will continue to serve area residents in need; however, there is a direct correlation between the number of hours our case coordinators can provide, and the revenue needed to fund current staff members, as well as the ability to increase staff to meet increasing demand. Decreased funding at any point will be reflected in decreased hours available to serve our clients and the likelihood of an increased number in community members experiencing, critical financial needs, food insecurities and on the verge of, or even entering homelessness.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

While other nonprofits provide individual services to residents in north Mecklenburg County, Ada Jenkins Center is the only human service organization providing comprehensive (wrap-around) services: case management and education/coaching around employment/housing/financial coaching, financial assistance, food pantry, and afterschool academics/enrichment. To our knowledge, there is no duplication of Town services.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.



Print Name: Harold E. Rice, Jr

Print Title: CEO

Date: 3/15/2024

PERFORMANCE MEASUREMENT

Organization Name:

Ada Jenkins

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Number of unduplicated clients from Huntersville- includes children, VITA food pantry and	280	758	775	year ends 6/30/24	800
Number of Huntersville clients receiving Economic Mobility Services (case management)	110	163	110	year ends 6/30/24	125
Number of unduplicated Huntersville clients receiving financial assistance/resource services	186	208	210	year ends 6/30/24	225
Number of clients served at the Huntersville VITA site	75	104	75	year ends 6/30/24	120
Number of Huntersville students participating in LEARN Works satellite site in Huntersville	30	19	45	year ends 6/30/24	45

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
% of clients who increase savings and/or income	75%	70%	75%	year ends 6/30/24	New target/measurement will be: 100% Skills All
% of households that attain/improve safe, decent and affordable housing	80%	70%	80%	year ends 6/30/24	New target/measurement will be: 100% Knowledge All
% of clients who attain/change employment to improve their life situation	70%	N/A	70%	year ends 6/30/24	100% Skills All households enrolled in Case Management
Total VITA tax preparation savings for Huntersville clients	\$18,750	\$15,125	\$18,750	year ends 4/30/24	\$18,750
% of elementary students who mastered 1 or more reading skill	85%	100%	85%	year ends 6/30/24	85%
% of elementary students who mastered 1 or more math skill	80%	100%	80%	year ends 6/30/24	Will no longer focusing on Math
% of middle school students who increase their GPA	70%	66%	70%	year ends 6/30/24	Will no longer serve MS, will add Kindergarten

BUDGET DETAILS

Organization Name:

Ada Jenkins Families and Careers Development Center Inc.

Service / Program Budget

Revenue	FY 2023	FY 2024	FY 2025
County Funding	55,000	25,000	55,000
Town of Huntersville Funding	30,000	30,000	55,000
Other Municipality Funding	80,064	55,000	55,000
United Way Funding	-	-	-
Federal and State Funding	15,000	25,000	50,000
Local Contributions	281,739	388,600	318,900
Program/Service Fees/Other fees			
Other (Please specify):			
Total Revenue	461,803	523,600	603,900

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses	279,290	362,000	408,000
Program Operating Expenses	4,150	5,100	10,200
Capital Expenses			
Other (Please Specify):			
Financial Assistance to Huntersville Residents ONLY	126,139	100,000.00	125,000
Software & Technology	2,550	2,500	4,000
Facility Operating Costs	49,674	54,000	56,700
Total Expenses	461,803	523,600	603,900

ANGELS & SPARROWS COMMUNITY TABLE & RESOURCE CENTER
FOOD SECURITY PROGRAM



Nonprofit Funding Request **FY24-25**

Name of Organization **Angels & Sparrows Community Table & Resource Center | Food Security Program**

Mission of Organization: *We empower families to reach their potential by providing access to food security and educational opportunities that lead to a fresh start.*

Have you been awarded any ARPA funding? If so, list year, amount and source.

No ARPA funding has been awarded for this program.

Year	Amount	Source

Primary Contact Information Regarding Funding Request:

Name: Cindy Deutsch
Email Address: cindy@angelsandsparrows.org
Address: P.O. Box 315, Huntersville
Phone Number: 847-340-5102

Executive Director Contact Information:

Name: Jessika Tucker
Email Address: jessika@angelsandsparrows.org
Address: P.O. Box 315, Huntersville
Phone Number: 704-650-7232

Total Amount of Funding Requested: \$20,000.00

Will any of the requested funds be used to match other grants? If so, which grants? No.

Tax Exempt Status: (circle applicable status)

501(c)(3) 501(c)(7)
501(c)(4) 501(c)(8)
501(c)(5) 501(c)(9)
501(c)(6) Other (Please explain) _____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

ANSWERS TO THE NARRATIVE QUESTIONS ARE CONTAINED ON THE FOLLOWING PAGE.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds.

If applicable, please described the target population that will be served with the requested funds.

How will the program or service for which funds are requested address the problem or identified need?

How many Town residents will be directly impacted by the funds requested?

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Jessika Tucker Date: 3/1/2024

Print Name: Jessika Tucker

Print Title: Executive Director

Town of Huntersville-Nonprofit Funding Request FY 24-25
Narrative-Food Security Program

Please identify the program or service for which funding is requested and describe the problem or need your organization will address with the requested funds.

Mecklenburg County reports a 15% food insecurity rate among its residents. Hunger does not respect town lines and despite the area's perceived affluence, Huntersville residents are not immune from this statistic. Food insecurity is one of many cascading effects of poverty. Angels & Sparrows believes no child's future should be predetermined by their family's household income. We exist to help families overcome barriers that prevent them from achieving upward mobility. Huntersville families living at or below the federal poverty level will remain stuck in poverty their entire lives without intervention. We provide economically vulnerable families with access to programs, resources, and connections that empower them to reach their full potential and escape poverty.

We seek funding for the operation of our Food Security Program so that we may continue to address the food security needs of marginalized Huntersville residents. This funding will allow us to continue providing food insecure individuals and families with access to free healthy meals and fresh groceries through our program's various initiatives. Funding will be used to cover operating expenses such as salaries & benefits for direct program staff, supplies, utilities, equipment maintenance, and trash removal.

Since opening in 2008, Angels & Sparrows has provided over 1.3 million meals to marginalized individuals and families in our community. Last year, our Food Security Program provided 267,482 meals and reached more than 2,000 individuals. Our Food Security Program initiatives include weekday Seated Meal Service, Marketplace Fresh Groceries, an Emergency Pantry, Neighborhood Outreach, Summer Bag Lunches, and Holiday Meal Boxes.

The design of our food security programming allows us to get to know the families we serve, not as an agency, but as a trusted neighbor providing food security and access to social capital, a significant element needed to break the cycle of poverty. The trusting relationships we build with guests at our Community Table allow us to enlist the expertise of partner nonprofits specific to each family's needs. Once we identify a family's goals and aspirations, we can address their vulnerabilities with the educational opportunities offered through our Pathway Program's Two-Generation framework and upskill adults, bridge the achievement gap among their children, and build the family's social capital. Social capital, also known as economic connectivity, has been identified as one of the most significant factors affecting upward mobility. Angels & Sparrows improves economic connectivity for individuals and families who visit our Community Table and those participating in the Pathway Program. Our restaurant- style, seated meal service and *By Name* approach ensure that conversation, friendship, and connection happen each day between our guests, staff, and volunteers. We guide families to a more promising future by creating an environment of connectedness through nourishment,

Town of Huntersville-Nonprofit Funding Request FY 24-25
Narrative-Food Security Program

education, mentoring and friendly support as they embark on the path that leads them to a Fresh Start.

If applicable, please describe the target population that will be served with the requested funds.

Our Food Security Program impacts immigrant families and families who have lived in under-resourced neighborhoods such as Pottstown, Huntington Green, and Deer Hill Apartments, and existed in poverty, for generations. These families are headed by an adult(s) who lacks access to livable wage paying jobs due to a deficiency of skillsets in trades, a high school diploma, or English-speaking skills. Skyrocketing rent costs coupled with post-pandemic economic conditions continues to hinder efforts by these families to gain their financial footing. Additionally, approximately 13% of our guests are senior citizens living on fixed incomes. Struggling to make ends meet, food is often the trade-off to ensure that families pay for rent, utilities, and other necessities. The individuals and families we serve lack access to food and the economic development interventions that would allow them to acquire the skills and training necessary to obtain a livable wage paying job or career. A lack of reliable transportation, affordable childcare, or a conflicting work schedule prohibits adults from accessing interventions made available in Charlotte. Economically vulnerable Huntersville families need access to food and convenient economic development interventions that accommodate their work schedules and are not impeded by their inaccessibility to transportation or affordable childcare. Research indicates food insecurity is most prevalent among marginalized communities and most common in families with children which is further evidenced by the following demographics:

Community Table Demographics*

54.3 % Hispanic or Latino (approx. 90% of adults in these families are non-English speaking) 27.3% Black
13.6% Caucasian
.43% Other
2.72% Unknown

*No one must prequalify to participate in our Food Security Program. We make every effort to collect address information from participants who are willing to provide it. We conduct periodic reviews of this information and have found the address information provided coincides with the impoverished North Mecklenburg County neighborhoods identified in Raj Chetty's Opportunity Atlas. These demographics are based on information provided by 40% of those who visited our Community Table last year and were willing to provide personal information.

Additionally, while no one must prequalify to receive a meal or fresh groceries from our Community Table, participants enrolled in our Pathway Program must complete an application. Information obtained from the seventy-five (75) families comprising 133 individuals currently participating in our Pathway Program indicates an annual average income of \$21,852, with

Town of Huntersville-Nonprofit Funding Request FY 24-25
Narrative-Food Security Program

families paying an average of 47% of their annual income for rent. We believe this income information is representative of most households who participate in our Food Security program.

How will the program or service for which funds are requested address the problem or identified need?

A shared meal is the cornerstone of our society. The nutrition derived is a necessity to thrive, but the shared aspect is equally important. It allows for the formation of meaningful relationships and creates a bond of trust. Individuals facing hunger in their daily lives cannot begin to move forward until their nutritional needs are met. The food offered at our Community Table is available to anyone who is food insecure. Our unique restaurant-style, seated meal service enables us to meet a family's nutritional needs while developing a bond of trust which helps us identify other obstacles they may be facing. We can then offer referrals to partner nonprofits providing clothing, healthcare, or housing. Outreach partnerships, such as our collaboration with East Huntersville Community Outreach (EHCO) enable us to expand food access to individuals and families who are unable to visit our Community Table due to lack of transportation or conflicting work schedules.

We will address the food security needs of marginalized Huntersville residents through the following initiatives: Weekday Seated Meal Service, Marketplace Fresh Groceries, Emergency Pantry, Neighborhood Outreach, Summer Bag Lunches, and Holiday Meal Boxes which are described further in the next paragraph.

We provide seated meal service at our Community Table each weekday from 11 a.m. to 1 p.m. Anyone who is hungry is welcome to enjoy a home-cooked meal and fellowship. No prequalification is required. Guests who dine with us can shop in our Marketplace for fresh food items to take home. The variety of food in our Marketplace varies based on donations received from area grocery stores but can include fresh produce, bread, dairy, and meat when available. We have an Emergency Pantry which allows us to meet the needs of residents moving through homelessness and ensure that families with longer-term food security needs have meals and groceries to tide them over until their referral to Nourish Up is scheduled. Our Neighborhood Outreach initiatives eliminate barriers for food insecure individuals who are working, homebound, or lack transportation to our Community Table. Our Neighborhood Outreach initiatives in Huntersville include maintaining an on-site emergency pantry for residents of the Deer Hill Apartments in Huntersville and a collaboration with East Huntersville Community Outreach (EHCO) who delivers meals & groceries to residents of the Pottstown neighborhood each Tuesday evening. During the summer months, we provide bag lunches each weekday to CMS (Charlotte Mecklenburg Schools) students

Town of Huntersville-Nonprofit Funding Request FY 24-25
Narrative-Food Security Program

who lack transportation to our Community Table or CMS summer feeding sites. Each December, we provide approximately 200 families served by our program with a box containing the ingredients for a traditional holiday meal. Our Food Security programming takes place at and from our Community Table located at 15016 N. Old Statesville Road in Huntersville. The program is led by a full-time Operations Manager with the assistance of two part-time staff members, one of whom is bilingual, and 200 volunteers who contribute 17,000 hours annually to help us fulfill our mission.

We are the only nonprofit among the towns of Huntersville, Cornelius, and Davidson providing access to free healthy meals & fresh groceries each weekday, excluding some federal holidays, without prequalification. The fact that no prequalification is required is significant. Most food pantries require participants to meet federal poverty guidelines. A family whose annual income is just slightly above these guidelines may still be food insecure and in need of services. We also invite anyone in need of fellowship to join us as well because we recognize that nourishing one's soul is equally important to nourishing one's body.

How many Town residents will be directly impacted by the funds requested?

In 2023, we provided more than 49,391 meals to Huntersville residents through our Food Security Program initiatives. No one is required to provide any information to visit our Community Table for Seated Meal Service, but we do ask for address information which was provided by 40% of those who visited for a meal last year. Based on this information, we can quantify providing meals to 225 Huntersville households comprising 813 individuals. This number does not include residents of Deer Hill Apartments who receive meals through the emergency pantry maintained on-site or residents reached through our collaboration with East Huntersville Community Outreach in Pottstown. Taking these factors into consideration along with the fact that only 40% of those who visit our Community Table have provided demographic information, the number of Huntersville residents being served is much higher than 813 individuals.

Describe the impact on your organization, clients, service, or program if the requested funding is not approved?

We believe that one hungry person is one too many. We never turn away anyone who is hungry. We also recognize the families we serve are facing challenges beyond the need for food. We continue to pursue collaborations that will enable us to effectively respond to the needs of the families we serve, as well as to expand our reach. Unfortunately, knowing that 1 in 5 children in Mecklenburg County is food

Town of Huntersville-Nonprofit Funding Request FY 24-25
Narrative-Food Security Program

insecure means there are many more Huntersville families lacking access to food. We cannot run our program at full capacity without funding. We prioritize Weekday Seated Meal Service and the fresh food Marketplace initiatives. A lack of funding or reduction in funding would force us to re-evaluate services provided through our Emergency Pantry, Neighborhood Outreach, Summer Bag Lunch, and Holiday Meal Box initiatives and halt the pursuit of collaborations to increase the accessibility of healthy meals and fresh groceries in the community.

The inaccessibility of meals and groceries will negatively impact the health of economically vulnerable residents. The USDA's Economic Research Service recently found that food insecure homes have higher rates of chronic disease, including hypertension, arthritis, and diabetes. Prevalence of those diseases was 3.6 to 9.5 percentage points higher for adults in very low food-secure households compared with those in high food-secure households. For the more than 200 children participating in our program, learning could become more challenging, as recent studies have shown food security is a predictor of academic success. Studies have also shown that a household's food insecurity is associated with students' poor school attendance and academic performance.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

The Town of Huntersville does not provide weekday, seated meal service or consistently distribute free food. Mecklenburg County offers congregate meals to senior citizens aged 60 years and older at the David B. Waymer Center on weekdays. Spouses and persons with disabilities who are younger than 60 years old and reside with a qualified program participant may also receive congregate meals. All participants must register to participate. Meals are provided by Trio Community Meals.

PERFORMANCE MEASUREMENT

Organization Name: **Angels & Sparrows Community Table & Resource Center - Food Security Program**

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	550	275	560		

Outputs - shown as number of meals	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Weekday Seated Meal Service (Includes To-Go meals)		37,337	40,000		40,800
Marketplace Fresh Food		175,755	160,000		163,200
Emergency Pantry		19,838	24,000		24,480
Neighborhood Outreach		10,226	10,430		10,639
Summer Bag Lunches		9,825	12,250		12,495
Holiday Meal Box (occurs 2nd week each December)		5,626		3,352	3,419

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	75%	76%	80%		

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
<i>With only 40% of the population we serve providing personal information, we are unable to track specific outcomes.</i>					

BUDGET DETAILS

Organization Name: Angels & Sparrows Community Table & Resource Center | Food Security Program

Service / Program Budget

Revenue	FY 2023	FY 2024	FY 2025
Foundations & Corporate		\$54,000	\$27,500
Local Contributions		\$148,419	\$96,562
In-Kind Donations		\$842,140	\$933,424
Town of Huntersville		\$0	\$20,000
Town of Cornelius (Requested)		\$0	\$10,000
Total Revenue		\$1,044,559	\$1,087,486

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses		\$106,756	\$109,959
Operating Expenses		\$912,723	\$940,104
Other: Cleaning services, security, storage, utilities, supplies		\$25,080	\$37,423
Total Expenses		\$1,044,559	\$1,087,486

**ANGELS & SPARROWS COMMUNITY TABLE & RESOURCE CENTER
PATHWAY PROGRAM**

Nonprofit Funding Request FY24-25

Name of Organization: **Angels & Sparrows Community Table & Resource Center | Pathway Education Program**

Mission of Organization: *We empower families to reach their potential by providing access to food security and educational opportunities that lead to a Fresh Start.*

Have you been awarded any ARPA funding? If so, list year, amount and source.

<u>Year</u>	<u>Amount</u>	<u>Source</u>
<u>FY2023</u>	<u>\$329,615.00</u>	<u>Meck Co.</u>
<u>FY2024</u>	<u>\$463,947.00</u>	<u>Meck Co.</u>
<u>FY2025</u>	<u>\$ 424,389.00</u>	<u>Meck Co.</u>
<u> </u>	<u> </u>	<u> </u>

Primary Contact Information Regarding Funding Request:

Name: Cindy Deutsch
Email Address: cindy@angelsandsparrows.org
Address: P.O. Box 315, Huntersville
Phone Number: 847-340-5102

Executive Director Contact Information:

Name: Jessika Tucker
Email Address: jessika@angelsandsparrows.org
Address: P.O. Box 315, Huntersville
Phone Number: 704-650-7232

Total Amount of Funding Requested: \$50,000.00

Will any of the requested funds be used to match other grants? If so, which grants? No.

Tax Exempt Status: (circle applicable status)

501(c)(3) ~~501(c)(7)~~
~~501(c)(4)~~ ~~501(c)(8)~~
~~501(c)(5)~~ ~~501(c)(9)~~
~~501(c)(6)~~ Other (Please explain) _____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

ANSWERS TO THE NARRATIVE QUESTIONS ARE CONTAINED ON THE FOLLOWING PAGE.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds.

If applicable, please describe the target population that will be served with the requested funds.

How will the program or service for which funds are requested address the problem or identified need?

How many Town residents will be directly impacted by the funds requested?

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Jessika Tucker

Date: 3/1/2024

Print Name: Jessika Tucker

Print Title: Executive Director

Town of Huntersville-Nonprofit Funding Request FY 24-25

Narrative -Pathway Program

Please identify the program or service for which funding is requested and describe the problem or need your organization will address with the requested funds.

More than a quarter of Mecklenburg County residents - 27% - live at or below the federal poverty line. For an individual, this means annual earnings of \$15,060, with a \$5,380 increase for each additional family member. The federal poverty line for a family of four is \$31,200. In our community, most families who live at or below the poverty line will remain stuck for their entire lives without intervention. Angels & Sparrows believes no child's future should be predetermined by their family's household income. Every individual has inherent potential and, when given access to the tools and resources necessary, can experience a Fresh Start. We exist to help families overcome barriers that prevent them from achieving upward mobility. We provide economically vulnerable families in Huntersville with access to programs, resources, and connections that empower them to reach their full potential and escape poverty.

We seek funding for our Pathway Education Program which implements a Two-Generation Approach recognizing that a child's success is interconnected and interdependent upon the success of the adult(s) in their life and that addressing the needs of both will improve a family's chances of achieving upward mobility. We seek to effect permanent change *in the entire family unit* and believe combining our Food Security Program with our Pathway Program's evidence informed Two-Generation (2Gen) framework equips economically vulnerable families with the education, resources, and tools needed to escape poverty.

If applicable, please describe the target population that will be served with the requested funds.

This program impacts marginalized families residing in North Mecklenburg County who are food insecure and headed by an adult(s) who lacks access to livable wage paying jobs due to a deficiency of skillsets in trades, a high school diploma, or English-speaking skills. Skyrocketing rent costs coupled with post-pandemic economic conditions continues to hinder efforts by these families to gain their financial footing. These families lack access to economic development interventions that would allow them to acquire the skills and training necessary to obtain a livable wage paying job or career. A lack of reliable transportation, affordable childcare, or a conflicting work schedule prohibits adults from accessing interventions made available in Charlotte. Economically vulnerable Huntersville families need access to economic development interventions that accommodate their work schedules and are not impeded by their inaccessibility to transportation or affordable childcare.

Town of Huntersville-Nonprofit Funding Request FY 24-25

Narrative -Pathway Program

Unlike our Food Security Program, families wishing to participate in Pathway educational opportunities must complete an enrollment application. Information obtained from the seventy-five (75) families comprising 133 individuals currently participating in our Pathway

Program indicates an annual average income of \$21,852. This average is 30% *below* the 2024 Federal Poverty Guideline of \$31,200 for a family of four. To put this in perspective, a family of four can earn up to *four times* the poverty guideline and still qualify for assistance. Pathway families pay an average of 47% of their annual income on rent. A person is considered rent burdened when 30% of their annual income is paid for rent/shelter. 97% of Pathway Program participants are Hispanic or Latino. 60% of program participants reside in Huntersville. 62% of participants are female, 38% are male. 48% of program participants are between the ages of 5 and 18.

How will the program or service for which funds are requested address the problem or identified need?

Our Pathway Education Program will increase overall food security and improve a family's chances of achieving upward mobility. Adults attend foundational education classes that will lead them to a career path that positively impacts their household income, thereby improving the family's long-term economic outcomes. The potential of their child is simultaneously nurtured through reading, tutoring, mentoring, and college & career readiness training to address achievement gaps inherent among children living in poverty. Research shows that increasing household income by just \$3,000 directly correlates to a 17% increase in a child's future earnings. Children whose parents have more than a high school diploma are five times more likely to complete college by age 25. Teens who are mentored are 55% more likely to enroll in college. And, for every \$1 invested in high-quality tutoring and education for children, the community can expect a \$8.60 return, based on a 2015 White House report. Other research suggests even higher returns. Our program is holistic, and its framework includes the key elements necessary to help break the cycle of generational poverty.

As mentioned previously, the average annual income of the families currently enrolled in the Pathway Education Program is \$21,852. This means after paying their monthly rent, Pathway families have approximately \$222.73 per week to spend on food, utilities, childcare, and transportation expenses. Information from the Housing & Transportation Affordability Index indicates that Huntersville residents with regional, moderate-income (\$50,574) spend 29% of their wages on transportation. According to the

Town of Huntersville-Nonprofit Funding Request FY 24-25

Narrative -Pathway Program

Economic Policy Institute, the average yearly cost of infant care in NC is \$9,480, which is more than the cost of annual in-state tuition at most UNC system colleges. These expenses are untenable for our Pathway families and are obstacles for any economically vulnerable individual in our community who wishes to pursue an intervention that enables them to obtain a job or career path offering a livable wage income. According to Raj Chetty's Opportunity Atlas, the projected household income for the children of the families we serve who reside in Huntersville is between \$18,000 and \$38,000, placing them well within current poverty guidelines and on track to continue the cycle of poverty for another generation without intervention.

Classes are currently offered four evenings per week. Families attend a Monday/Wednesday or Tuesday/Thursday cohort. Adults participate in a 2-hour ESL or GED class onsite. School-aged youth simultaneously participate in a companion reading program for the first hour and subject matter tutoring for the second hour. School-age teens participate in tutoring, mentoring, college & career readiness workshops, and if applicable, ACT/SAT prep courses and college coaching. Additionally, we have two daytime Conversational English classes for adults. Eligible families can participate in Mobility Mentoring® facilitated by an EMPATH trained coach. Adults who obtain their high school equivalency diploma and/or achieve English proficiency can then pursue post-secondary education opportunities at CPCC or other vocational training initiatives. To ensure the success of Pathway families we offer access to wraparound services including transportation assistance, childcare assistance, access to mental health providers, financial literacy workshops, and emergency financial assistance. The program is led by our Program Director with one part-time staff member, a mobility mentor and a program assistant. Programming takes place at our Resource Center, located at 320 Seagle Street, Suite 8, Huntersville, which offers multiple classrooms, technology, and educational materials to facilitate the learning process. Our Pathway Program's workforce also includes approximately 100 volunteers who serve as Reading Buddies to Pathway youth and Site Coordinators on the evening of classes.

How many town residents will be directly impacted by the funds requested?

The funding will impact 80 Huntersville residents. However, we have 26 families on the program's waitlist so this number may increase as additional funding becomes available.

Town of Huntersville-Nonprofit Funding Request FY 24-25

Narrative -Pathway Program

Describe the impact on your organization, clients, service or program if the requested funding is not approved.

Our Pathway Program eliminates barriers and affords marginalized adults and youth access to one of the few economic development opportunities available in North Mecklenburg County, implementing a Two-Generation framework to holistically address each family member's needs while educating and upskilling the adult(s) and nurturing the potential genius of each child. The program's positive impacts will reverberate to the local community in the form of more engaged community members, an increased tax base, an increase in the local skilled workforce, and a decrease in health disparities. In addition to a reduction in the number of families able to participate, lack of funding or a decrease in funding will result in a reduction of program services.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

To our knowledge, the Town does not offer a cohesive tutoring and education program using a Two-Generation framework and there is no duplication of services. Ada Jenkins offers its 'LearnWorks' program at the David B. Waymer Center. However, our understanding is that this intervention is restricted to school-age students. Caterpillar Ministries offers a tutoring program for school-age youth and teens; however, the programming is limited to residents of the Huntington Green neighborhood. The Huntersville community offers many 'after-school' programs geared toward school-age children. The Pathway Education Program is not an 'after-school' program and its Two-Generation approach recognizes that a child's development is interconnected and interdependent upon the adult(s) in their life and the resources those adults can provide, and that offering interventions to assist both will result in permanent change, upward mobility, and generational wealth.

We partner with Lake Norman Economic Development to offer our Pathway teen students access to college and career readiness opportunities. Brandi Jones, our Program Director, serves on the Lake Norman Education Collaborative. These relationships have been instrumental to the development of our programming and enable us to expose our Pathway teens to employment opportunities available to them right here in Huntersville, whether they decide to continue to post-secondary education or immediately join the workforce upon graduation from high school.

PERFORMANCE MEASUREMENT

Organization Name: **Angels & Sparrows Community Table & Resource Center - Pathway**

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Number of adults enrolled in High School Equivalency Classes	0	5	12	8	8
Number of adults enrolled in ESL Classes	20	44	40	51	60
Number of adults receiving Accelerated Career/Vocational Trai	0	2	10	1	0
Number of students receiving high quality tutoring	20	45	40	56	60
Number of students receiving ACT/SAT Test Preparation	2	5	5	5	10

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	75%	76%	80%		

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
75% Pass Rate for adult HSE/GED class participants*	75%	100%	75%	**	75%
80% of ESL adult students increase conversational English*	80%	88%	80%	**	80%
70% of adult students in Accelerated Career Training successfu	70%	100%	70%	100%	0%
80% of students in high-quality tutoring improve or maintain th	80%	88%	80%	**	80%
80% of teen students complete SAT/ACT prep class	80%	100%	80%	80%	80%

*Pass rate is calculated when a student is ready to take the exam

**Numbers highlighted in yellow are EOY goals that we don't calculate until June or July. FY24 ends on June 30, 2024.

BUDGET DETAILS

Organization Name: **Angels & Sparrows Community Table & Resource Center | Pathway**

Service / Program Budget

Revenue	FY 2023	FY 2024	FY 2025
Mecklenburg County ARPA Phase I & II	\$329,615	\$463,947	\$424,389
Town of Huntersville	\$35,000	\$40,000	\$50,000
Foundations & Corporate	\$20,000	\$20,000	\$24,000
Local Contributions	\$7,011	\$17,011	\$101,678
Golf Tournament Fundraiser	\$8,379	\$8,379	\$10,000
Total Revenue	\$400,005	\$549,337	\$610,067

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses	\$84,572	\$134,550	\$163,587
Operating Expenses	\$239,905	\$349,719	\$380,112
Capital Expenses	\$64,828	\$54,368	\$54,368
Other: Cleaning services, security, storage, utilities, supplies	\$10,700	\$10,700	\$12,000
Total Expenses	\$400,005	\$549,337	\$610,067

**ARTS & SCIENCE COUNCIL
CHARLOTTE – MECKLENBURG, INC.**



Nonprofit Funding Request FY24-25

Name of Organization **Arts & Science Council Charlotte-Mecklenburg, Inc.**

Mission of Organization: Investing in people, programs and ideas that move us toward a more equitable, sustainable and innovative creative ecosystem.

Have you been awarded any ARPA funding? If so, list year, amount and source.

<u>Year</u>	<u>Amount</u>	<u>Source</u>
<u>FY23</u>	<u>\$543,087</u>	<u>NCAC GAP*</u>
<u>FY24</u>	<u>\$537,216</u>	<u>NCAC GAP*</u>

**ASC serves as the Designated County Partner for the North Carolina Arts Council's Grassroots Arts Program*

Primary Contact Information Regarding Funding Request:

Executive Director Contact Information:

Name: Beth Kingaby, MPA	Name: Monifa D. Drayton, MPA
Email Address: beth.kingaby@artsandscience.org	Email Address: monifa.drayton@artsandscience.org
Address P.O. Box 30246, Charlotte, NC 28	Address P.O. Box 30246, Charlotte, NC 28230
Phone Number 704.335.3057	Phone Number 704.957.3938

Total Amount of Funding Requested:

Will any of the requested funds be used to match other grants? If so, which grants? N/A

Tax Exempt Status: (circle applicable status)

501(c)(3)	501(c)(7)
501(c)(4)	501(c)(8)
501(c)(5)	501(c)(9)
501(c)(6)	Other (Please explain) _____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

Funding from the Town of Huntersville would support the Arts & Science Council's investment in the town through our several grantmaking programs that directly support individual creatives and organizations of all sizes, and through support of programming and projects that provide accessible opportunities for Huntersville residents to engage with arts and culture in community. As Huntersville's Local Arts Agency, we support the cultural sector in delivering programming, completing projects, and creating work that enriches the cultural life of all Huntersville residents. To date in FY24, ASC has invested more than \$80,000 in Huntersville arts and culture, as documented in the FY24 Mid-Year Report. Examples of needs met with ASC grants in recent years include: support for the Town of Huntersville's Parks & Recreation and Public Art Commission (including an \$8,500 FY23 Cultural Vision Grant to support the Huntersville SculpTOUR, a new sculpture exhibition located in Holbrook Park along the downtown greenway, and \$18,300 in Cultural Vision Grants for Hello Huntersville Music & Arts Festival and community interests), support for the North Mecklenburg Community Chorus (\$36,300 in Cultural Vision Grants '18-'23 for engaging communities throughout the Lake Norman area and supporting production of digital choral workshops and live choral performances), \$4,350 for MusicalMinds NC to promote social change in underserved youth through classical music, and the needs of four individual Huntersville-based creatives who received Artists Support Grants (ranging from \$1000-\$2000 each). Culture Blocks programming, designed to foster responsive cultural programs that are close to where residents live and planned with resident involvement, is curated specifically for each block based on the expressed interests of residents. In the North County Culture Block, encompassing Huntersville, Davidson, and Cornelius, we leverage County funding to support programming such as the Unplugged+Live Concerts at Huntersville Arts & Culture Center and Veteran's Park Amphitheatre, along with live music for community gatherings and introductory art classes. In FY24 to-date, ASC has invested \$50,312 in Huntersville creatives to provide community programming through Culture Blocks. Lastly, between 2018 and 2021, ASC invested \$388,731 in the Carolina Raptor Center through the Operating Support Grant program, along with \$18,000 in capacity building grants to enhance CRC's operations and support professional development for their staff, and we continue to make support for organizations available including through a new ASC grant program introduced in FY23, Cultural Organization Support Grants, which allow local organizations to invest in capacity building opportunities that improve their organization's management, develop audiences, strengthen fundraising and/or achieve operating efficiencies. Huntersville creatives, at both the individual and organizational level, need financial support and community resources, and Huntersville residents need opportunities to engage with one another in community that are relevant, accessible, equitable, and sustainable. Funding from the Town of Huntersville will support ASC's work to meet these needs.

If applicable, please described the target population that will be served with the requested funds:

The target populations served by ASC include two primary groups: the residents of Mecklenburg County, for whom we work to provide accessible, relevant cultural community programming; and the creatives (both individuals and organizations) of Mecklenburg, for whom we work to provide structured and meaningful support that builds their capacity to invest in their practice and to connect with and deliver programming to local residents.☐

How will the program or service for which funds are requested address the problem or identified need?

ASC identifies and addresses the needs of Huntersville residents through a number of avenues. For project grants, including Cultural Vision Grants (which build community or increase relevance or innovation) and Artist Support Grants, ASC assembles panels of community members that intentionally model geographic, race, gender, and discipline diversity. Throughout these processes, ASC staff members build relationships with community groups to raise awareness of funding opportunities, work closely with applicants to provide coaching and counsel, build grant writing capacity, and maximize community outcomes. ASC's Cultural Vision Grants program alone represents approximately a \$300,000 investment that in turn leverages \$1,667,815 in community resources. For Culture Blocks, Community Meals are a fixture of the program; ASC staff uses these meals as an opportunity to connect with residents in the Blocks and learn more about the types of cultural activity they hope to see in their community. Community meals have returned in FY24 and the Block 10 meal for Huntersville is currently being planned for this spring. In 2019, ASC expanded the Culture Blocks program to Cornelius, Davidson, and Huntersville with a community meal at the Ada Jenkins Center, informing the experiences then curated for the Block. In the spring of 2020, ASC formally sought resident input by conducting a Community Priorities Survey and Stakeholder Sessions in partnership with UNC Charlotte's Urban Institute. The report shared input collected through user-friendly tools and multiple platforms of engagement, including open houses at community-based venues, from over 1,900 residents reflecting a wide range of community voices (racial, ethnic, age, socioeconomic, geography, etc.). This process modeled how both new and existing supporters can come together to chart a course for the road ahead, and provided important feedback to support local cultural providers in more effectively responding to community needs and desires through their own programs and services. To further ensure that resident input plays an important role in ASC operations and the specific needs of each distinct geography are addressed in our work, ASC's Board of Directors has established representative geographic Advisory Councils (North/West, Central, and South/East) that are responsible and accountable for input, feedback, and recommendations that align with the needs of local communities. Representing the Town of Huntersville, we are grateful to have had Crys Roeder and Lynn Cavanaugh helping ASC and the Town keep lines of communication open throughout the beginning of FY24 in their role as North/West Advisory Council members. Ms. Roeder and Ms. Cavanaugh have both resigned their positions, but we look forward to the Mayor's next appointee playing an active role in building collaborative efforts between ASC and Huntersville's Parks and Recreation team as we strengthen our capacity to work together to meet the cultural support needs of Huntersville's community members.

How many Town residents will be directly impacted by the funds requested?

ASC serves diverse populations as we believe all residents of and visitors to Huntersville should have access to arts, science and history experiences. Driven by our commitment to cultural equity, we work to ensure arts, science and history program offerings are accessible, relevant and purposefully designed. To that end, we do not have a headcount of the number of residents that will be directly impacted. Rather, our aim is to serve all 61,000+ Huntersville residents by providing free, high quality cultural programming that is relevant, resident-informed, and available to all. In addition to community members impacted through Culture Blocks, several groups of residents will directly benefit from investment in ASC's work within the Town, including members and patrons of North Mecklenburg Community Chorus, Inc., residents enjoying the SculpTOUR, attendees of Hello Huntersville, and individual Huntersville artists and cultural organizations that receive professional development, capacity building, and grant funding through Artist Support Grants, Cultural Vision Grants, Fellowships, and/or the process of becoming Culture Blocks providers. Additionally, residents are served through ASC's Public Art program that relies on community engagement, as seen through the David B. Waymer Recreation Center project completed in 2019. Artist Michele Tejuola Turner held community meetings and one-on-one interviews with Pottstown residents to create "Community," a public artwork that pays tribute to the school and the generations of students it impacted by incorporating significant community members, symbols and structures, including cotton leaves, flowing water, antique desks and chairs, farmhouses and the school's Trojan mascot. As we seek to increase the visibility of ASC-funded opportunities within Huntersville, we expect to see the proportion of residents taking advantage of (and, in turn, being directly impacted by the funds requested) continue to increase.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

ASC works actively to understand the needs and wants of Huntersville residents in respect to arts, science, history, and heritage programming. Of the six Mecklenburg towns over the past seven years, ASC has invested more direct dollars in Huntersville than in any other Mecklenburg town. We are grateful to Huntersville for reinstating public funding for arts and culture with this year's \$5,002 allocation. We are eager to work with the Town to collaboratively and meaningfully serve Huntersville residents, including continuing to grow and invest in the relationship between ASC and Huntersville Parks & Recreation. As we move towards a more uniform and equitable approach to the funding levels requested from each Mecklenburg town, ASC seeks to bring each town up to the municipal support level recommended in the 2014 Cultural Life Task Force of \$1.30 per resident. Recognizing that the true \$1.30 per resident value for Huntersville (\$79,789) is a huge step up from \$5,002, ASC is asking for Huntersville to increase your allocation in FY25 to the mid-point between these two values, or \$42,395.50. Facing an increasing demand for grants, programming, and investment in Huntersville, ASC needs the support of the Mayor, Manager, and Commissioners to keep effectively responding to that demand possible. If FY25 funding is not approved, our capacity to serve Huntersville's residents and creatives will inevitably suffer. If our partnership grows, so will ASC's capacity to serve.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

The Town of Huntersville, through your Parks & Recreation Department and Public Art Commission, has applied and been granted funding through Arts & Science Council in five of the last seven fiscal years, supporting Hello Huntersville Music & Arts Festival, the recent SculpTOUR exhibition, and "to support and bring awareness to the Town of Huntersville community's interest in arts, science, history and heritage programming that strengthens communities and demonstrates innovative, relevant and transformative cultures." Additionally, ASC utilizes field expertise and resources, alongside sector, County, and City appointees, to evaluate and drive creation of Public Art. With Huntersville's clear shared interest in Public Art, ASC sees an opportunity for collaboration, coordination, and sharing of resources. ASC is working to strengthen our relationship with the Town, including through meetings for understanding with Manager Roberts in August of 2022 and Mayor Bales and Manager Roberts in February of 2023; increased engagement with and by our Huntersville-appointed Advisory Council members; and a series of conversations to strengthen our engagement with the Parks & Recreation team and Huntersville Commissioners. There is not an existing duplication of service; as the Local Arts Agency, ASC provides services, resources, and opportunities for Huntersville that we have the unique and necessary grantmaking and community engagement infrastructure to equitably and sustainably provide.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.



Print Name: Monifa D. Drayton, MPA

Print Title: Interim President

Date: 2-29-24

PERFORMANCE MEASUREMENT

Organization Name:

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Number of Huntersville residents on ASC Advisory Councils	2	2	2	1	3
Number of Culture Blocks grantees providing programming for County residents	35	26 YTD	35	47 YTD	40
Culture Blocks dollars invested in Block 10	\$55,000	\$87,447.92	\$55,000	\$67,964 YTD	\$60,000
Culture Blocks dollars invested in creatives residing in Huntersville to deliver funding across the county	\$18,000	\$40,250 YTD	\$25,000	\$50,312 YTD	\$30,000

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target

Expand ASC-funded cultural activities offered for Huntersville residents, measured by upward/downward trend of available opportunities for cultural engagement	n/a*	Upward	Upward	Upward	Upward
Increasing level of Huntersville residents' satisfaction with availability of cultural experiences near their home, measured through qualitative feedback from Advisory Council members	n/a*	Increasing	Increasing	Increasing	Increasing

BUDGET DETAILS

Organization Name:

Arts & Science Council Charlotte-Mecklenburg, Inc.

Service / Program Budget

Revenue	FY 2023	FY 2024	FY 2025
County Funding	\$1,984,858	\$3,535,500	\$3,535,500
Town of Huntersville Funding	\$0	\$5,002	\$42,395.50
Other Municipality Funding	\$2,456,519	\$1,339,000	\$1,320,604
United Way Funding	\$0	\$0	\$0
Federal and State Funding	\$940,213	\$918,768	\$384,447
Public Art	\$1,283,372	\$1,300,000	\$1,300,000
Program/Service Fees/Other fees	\$1,409,629	\$1,102,559	\$1,049,759
Contributed support (Corporate, Foundation, Individual, Estate)	\$2,224,124	\$1,388,000	\$1,385,000
Total Revenue	\$10,298,715	\$9,588,829	\$9,017,705.50

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses	\$1,098,088	\$1,580,858	\$1,580,858
Operating Expenses	\$1,672,766	\$1,991,917	\$1,695,192
Capital Expenses	\$0	\$0	\$0
Subgrant Expenses	\$6,543,326	\$5,637,846	\$5,396,111
Total Expenses	\$9,314,180	\$9,210,621	\$8,672,161

BAGS OF HOPE



Nonprofit Funding Request FY24-25

Name of Organization Bags of Hope

Mission of Organization: Bags of Hope seeks to bring hope to the Lake Norman and the greater Charlotte area by supplying weekend food provisions to elementary, middle, and high school students who experience food insecurity.

Have you been awarded any ARPA funding? If so, list year, amount and source.

No.

<u>Year</u>	<u>Amount</u>	<u>Source</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Primary Contact Information Regarding Funding Request:

Name: Nicole Fiehler
 Email Address: nicole@BagsofHopeLKN.com
 Address 10308 Bailey Rd., Suite 413, Cornelius
 Phone Number 704-488-3433

Executive Director Contact Information:

Name: Ashley Nydish (Board President)
 Email Address: ashley@BagsofHopeLKN.com
 Address 10308 Bailey Rd., Suite 413, Cornelius
 Phone Number 704-577-2470

Total Amount of Funding Requested: \$20,000

Will any of the requested funds be used to match other grants? If so, which grants? No.

Tax Exempt Status: (circle applicable status)

501(c)(3)	501(c)(7)
501(c)(4)	501(c)(8)
501(c)(5)	501(c)(9)
501(c)(6)	Other (Please explain)_____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

Bags of Hope seeks to bring hope to the Lake Norman and greater Charlotte area by supplying weekend food provisions to students who experience food insecurity. In Mecklenburg County, 19.5% of children live in food insecure homes. Nearly half (48.6%) of Charlotte Mecklenburg Schools' 143,000 students receive free meals. While students receive free/reduced school lunch, they may fail to find adequate nutrition at home. We are requesting funding for our backpack program. Our weekend bags of food provide a reliable source of food, helping children remain well-fed, well-rested, and ready to put their best effort into learning.

If applicable, please described the target population that will be served with the requested funds:

Our target population are students in the low-moderate income category. As a baseline, most, if not all of the students we serve are recipients of free or reduced price lunch, eligibility determined by the Charlotte-Mecklenburg Schools system. Within this population, we rely on school counselors and social workers to identify students as food insecure. Once parents sign a one-time permission form, their student can enroll in our program. Bags of Hope currently serves 700 students in 33 schools in the Lake Norman and greater Charlotte area, each weekend of the school year. Last year at this time we were serving 590 students at 29 schools. We serve students in Elementary, Middle and High schools and are currently partnering with 29 CMS and charter schools in Mecklenburg County, 2 charter schools in Iredell County and 2 charter schools in Cabbarrus County.

See attached for a full list of schools served and additional SES information.

How will the program or service for which funds are requested address the problem or identified need?

This year, a \$20,000 grant from the Town of Huntersville would help provide food for 30 students in our weekend backpack program. The nominal cost of a 1-year child sponsorship in our program is \$650. We would designate the entire amount of \$20,000 to sponsor these 30 students for the school year, providing 8,400 meals and 12,000 snack, fruit and vegetable items. These bags represent 9,600 pounds of food. Support from the Town of Huntersville alone would directly help eliminate weekend food insecurity for 30 students in Huntersville communities.

How many Town residents will be directly impacted by the funds requested?

Of the 33 schools we are serving, 12 are located in Huntersville. We also serve students at William A. Hough High School, where several Huntersville schools feed into. We are serving students at all CMS schools in Huntersville - elementary, middle and high schools - as well as two local Huntersville charter schools, Bonnie Cone Classical Academy and Bonnie Cone Leadership Academy (just started serving students there in December 2023). The total number of students currently being served at these 12 schools is 241 (last year at this time we were serving 171 students at 11 schools). Each student receives a food bag from us each weekend of the school year, with additional larger bags and grocery gift cards to cover three extended breaks; Thanksgiving, Winter Break and Spring Break. A \$20,000 grant from The Town of Huntersville would cover 30 of these students receiving weekend food bags for the entire school year.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

Without the support from the local community, through grants and other individual and corporate donations, Bags of Hope may not be able to continue providing weekend food provisions to the students enrolled in our 2023-2024 program and we may have to turn away new requests from students in need. A grant from the Town of Huntersville will not only allow us to continue our successful program and meet the increasing demand for our services, it will also be a meaningful partnership for Bags of Hope, since 34% of the students enrolled in our program attend schools in Huntersville. Although our direct interaction with children and families is limited since we rely on school contacts to identify need and maintain contact with the parent/guardian, we do receive annual feedback through a survey conducted with clients and school contacts, affirming the difference our weekend food provisions are making for students and their families. Some sample data is below (50% of families participate in survey):

- 69% of families responded that they find it always or sometimes difficult to feed everyone in their household.
- 47% said the backpack food was the main source of weekend meals for their child.
- 88% said the amount of food received was just right for their child's needs.
- 90% said the backpack program helped them worry less about feeding their child.
- 67% said they had noticed improvement in their child's school performance since receiving the backpack.

Below is also a sampling of direct quotes shared from families:

- *"My husband and I both lost our jobs during COVID and we have struggled to find new jobs. We are both working again but at a much lower income, and with the rising cost of food and less income, bags of hope are helping make sure that we have enough basics so we can use our paychecks for bills."*

Parent, Community School of Davidson

- *"It is very helpful to get a weekly bag of food. It helps me complete our table. Thank you!"*

Parent, Bradley Middle School

- *"Bags of Hope has provided meals when none were available."*

Parent, KIPP Academy

- *"It's just a big relief to know that each week there's extra food coming home with my son. As soon as he walks in after school he's wanting something to eat. So food that is sent home is normally what I make him. Usually he wants the noodles. This program is awesome & I'm very thankful for it!"*

Parent, Barnette Elementary

Describe the organization's relationship to Town Departments related to services or programs that your organization provides?

How does your organization coordinate those services with Town provided services? Is there any duplication of service?

Bags of Hope does not have any relationship to Town Departments related to the service we are providing for students with food insecurity. There is no duplication of service.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Date: 28-Feb-24

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Print Name: Nicole Fiehler

Print Title Program Coordinator

PERFORMANCE MEASUREMENT

Organization Name: Bags of Hope

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Notes

budget for 2024-2025 school year will be set in May 2024.

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Number of students receiving a weekend food bag	700	650	725	700*	
Total number of food bags distributed	26,300	22,243	29,475	5881*	
Amount of giftcards distributed to students over the extended breaks from school - Thanksgiving, Winter Break and Spring Break	\$42,000	\$43,160	48000	0*	
Food donations (in-kind donations)	\$150,750	\$155,090	\$186,198	14131*	

**2024 actual as of 2.28.24. Currently serving 700 students every weekend; projected to increase 725 students by the end of the 2023-2024 school year and up to 750-800 students at the start of the 2024-2025 school year.*

**2024 actual is as of February 2024.*

**we haven't distributed any gift cards in 2024 yet; the first ones will be distributed at Spring Break and then again over Thanksgiving and Winter Break*

**2024 totals as of January 2024*

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Successfully providing for current students enrolled in our program, every weekend of the school year (numbers represent individual students).	700	757*	725	700*	

**The most students served in 2023 was 757, over Winter Break. The average amount of students receiving bags on a regular basis was 650. The 2024 "actual" number is the number of students currently being served, as of February 2024.*

Providing an extended break bag and grocery gift card to every student over the extended breaks from school - Thanksgiving, Winter Break and Spring Break (numbers represent total bag count).	2,100	2158*	2300			<i>*Additional donations allowed us to distribute bags to extra students over Spring Break, Thanksgiving and Winter Break. We have not distirbuted any extended break bags yet in 2024; the first bags will go out over Spring Break and then again over Thanksgiving and Winter Break.</i>
<i>50% participation in survey administered to parents of students enrolled in our program to receive feedback on how families are benefitting from our weekend food bags.</i>	50%	40%	50%			
						<i>*Survey will be distributed in April 2024</i>

BUDGET DETAILS

Organization Name: Bags of Hope

Service / Program Budget

Notes

budget for 2024-2025 school year will be set in May 2024.

Revenue	FY 2023	FY 2024	FY 2025
County Funding	\$21,529.71	\$25,000.00	
Town of Huntersville Funding	\$15,000.00	\$20,000.00	
Other Municipality Funding	\$17,500.00	\$30,000.00	
United Way Funding	\$0.00	\$0.00	
Federal and State Funding	\$0.00	\$0.00	
Local Contributions	\$299,915.58	\$317,867.60	
Program/Service Fees/Other fees	\$0.00	\$0.00	
Other (Please specify): In-kind donations	\$191,224.51	\$219,837.50	
Other (Please specify): Donated Services	\$500.00	\$500.00	
Total Revenue	\$545,669.80	\$613,205.10	

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses	\$60,334.28	\$69,222.00	
Operating Expenses	\$59,848.29	\$37,155.55	
Capital Expenses	\$0.00	\$0.00	
Other (Please Specify): Occupancy	\$35,678.82	\$35,678.82	
Other (Please Specify): Fundraising	\$7,007.28	\$3,290.00	
Other (Please Specify): Truck expenses	\$4,009.48	\$4,500.00	
Other (Please Specify): Contract & professional fees	\$11,457.00	\$11,457.00	
Other (Please Specify): Unusable food	\$18,757.11	\$10,500.00	
Other: (Please specify): Food & Gift card distribution	\$418,069.08	\$532,075.00	
Total Expenses	\$615,161.34	\$703,878.37	

NOTE:

Bags of Hope has always worked off a deficit on our annual budget (see above). The organization has a special reserve fund available to cover budget shortfalls if needed for a school calendar year. This fund may only be used to cover program expenses and may not be accessed without Board approval. To this date we have never had to use the reserve fund, nor have we had to cut the program or turn away any student being served.



Supporting documentation related to low/moderate income of clients served:

Twenty-nine of the schools we currently serve are located in Mecklenburg County, North Carolina. Four additional schools are located in Iredell County, NC and Cabarrus County, NC.

Qualified Opportunity Zones are defined by the Tax Cuts and Jobs Act of 2017 as census tracts comprised predominantly of low-income households. Five Qualified Opportunity Zones in Charlotte, NC are included in the zoning boundaries of the public schools we serve (census tracts 37119004100, 37119004500, 37119004600, 37119004700, and 37119004800). Charter school students are not geographically restricted and may live in other opportunity zones in Charlotte. For example, KIPP School which serves primarily low-income students, is located adjacent to Zone 37119005306 and within 3 miles of Zones 37119005100, 37119005200, 37119005301, 37119005305, 37119001606, 37119001702, and 37119001607 (See Figure 1.)

Furthermore, the Charlotte-Mecklenburg School System (CMS) has categorized census block groups in Mecklenburg county as being populated on average with individuals of low, medium, or high socioeconomic status (delegating a third of the population into each category). Of the 76 census block groups included in our schools' catchment areas, 23 are designated as low socioeconomic status, and 21 are designated as medium socioeconomic status. Twenty of our schools have disproportionate representation by families of low to medium socioeconomic status; three are comprised of more than 99% low to medium socioeconomic status students (2022-2023 CMS data). (See Figure 2; KIPP Academy, KIPP Change and Niner University also fall into the low-medium SES category but are not listed because they are charter or lab schools with no supporting data).

However, even in school districts (or charter schools) with the most favorable socioeconomic demographics, some students fall into the lowest category and suffer from food insecurity. At each of our schools, we seek to identify these children most in need. We do so through the recommendations of school counselors (and social workers, if available). All the children we serve qualify for free and reduced-cost lunch programs, and further determinations are made based on individual factors. Some of our clients experience the additional hardship of homelessness and receive assistance under the McKinney-Vento Homeless Assistance Act, including nearly 10 students served at Niner University, a lab school supported by UNCC that we started serving in the fall of 2021.

While our food receiving, storage, packing, and central distribution activities take place at our warehouse, final distribution of individual bags to students occurs at each school. Site listings are included below. (See Figure 3.)



Figure 1.

Bags of Hope area served overlaid on CMS Socioeconomic Status (SES) census block group map. The area bounded in orange and shaded represents the outer boundaries of the CMS school zones of the schools we serve. Yellow and light green coloration indicates zones of low and medium socioeconomic status, respectively. The Bags of Hope warehouse location is indicated by the logo.

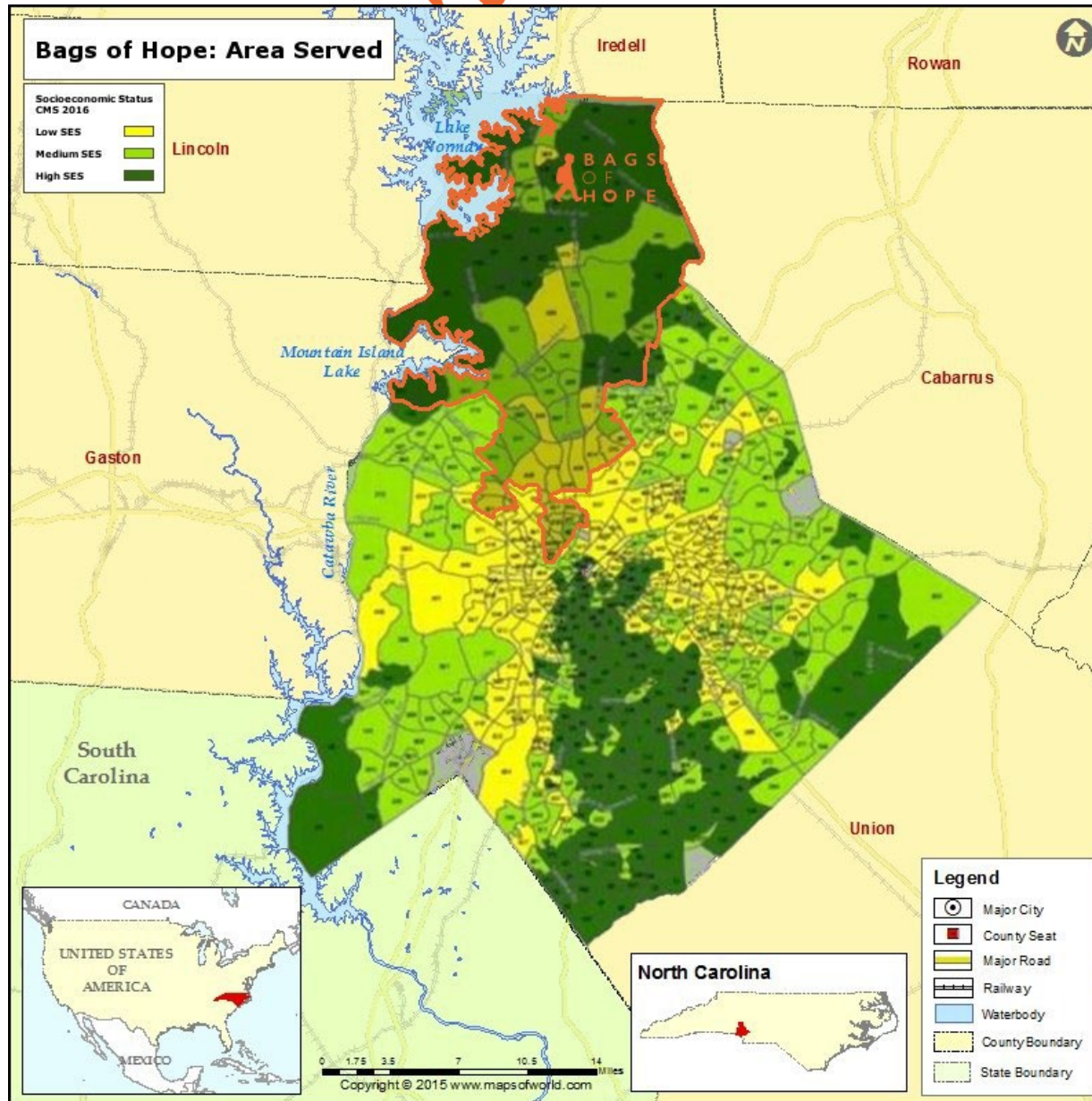




Figure 2.

Socioeconomic demographics of Charlotte-Mecklenburg system schools currently served by Bags of Hope (2022-2023 school year data). Numbers represent students within a given school who live in a census block group designated by the indicated socioeconomic status (SES).

Charter schools are not included, as these schools are not limited to geographic zones.

School	Low SES		Medium SES		High SES	
Bailey MS	141	10.57%	726	54.42%	460	34.48%
Barnette ES	27	3.63%	71	9.54%	645	86.69%
Blythe ES	162	26.13%	273	44.03%	181	29.19%
Francis Bradley MS	186	19.12%	184	18.91%	602	61.87%
Cornelius ES	111	19.37%	268	46.77%	192	33.51%
Croft ES	16	4.31%	224	60.38%	131	35.31%
Davidson K-8 ES/MS	4	0.34%	144	12.22%	1020	86.59%
First Ward Creative Arts Academy	262	52.61%	182	36.55%	50	10.04%
Grand Oak ES	5	1.06%	143	30.43%	318	67.66%
Hopewell HS	363	24.85%	450	30.80%	645	44.15%
Huntersville ES	145	17.02%	468	54.93%	229	26.88%
J. M. Alexander MS	256	27.00%	477	50.32%	212	22.36%
North Meck HS	287	25.09%	646	56.47%	206	18.01%
Ranson MS	622	78.63%	161	20.35%	7	0.88%
Reid Park ES	276	87.62%	39	12.38%	0	0%
Stoney Creek ES	183	24.14%	438	57.78%	133	17.55%
Torrence Creek ES	216	30.81%	120	17.44%	352	51.16%
WA Hough HS	182	7.25%	1099	43.80%	1221	48.66%
Winding Springs ES	229	30.45%	521	69.28%	2	0.27%



Figure 3.

List of Bags of Hope sites with addresses, including warehouse and 33 schools we are serving.

Bags of Hope Warehouse	10308 Bailey Road, Suite 413, Cornelius, NC 28031
Bailey Road Middle School	11900 Bailey Rd, Cornelius, NC 28031
Barnette Elementary School	12202 Hambright Road, Huntersville, NC 28078
Blythe Elementary School	12202 Hambright Rd, Huntersville, NC 28078
Bonnie Cone Classical Academy	10700 Asbury Chapel Rd, Huntersville, NC 28078
Bonnie Cone Leadership Academy	16115 Poplar Tent Rd., Huntersville, NC 28078
Bradley Middle School	13345 Beatties Ford Rd, Huntersville, NC 28078
Carolina International School	9545 Poplar Tent Rd., Concord, NC 28027
Community School of Davidson	404 Armour St, Davidson, NC 28036
Cornelius Elementary School	21126 Catawba Ave, Cornelius, NC 28031
Croft Elementary School	4911 Hucks Rd., Charlotte, NC 28269
Davidson K-8 School	635 South St, Davidson, NC 28036
First Ward Creative Arts Academy	715 N Caldwell St, Charlotte, NC 28202
Grand Oak Elementary School	15410 Stumptown Rd, Huntersville, NC 28078
Hopewell High School	11530 Beatties Ford Rd, Huntersville, NC 28078
Huntersville Elementary School	200 Gilead Rd, Huntersville, NC 28078
J.M. Alexander Middle School	12010 Hambright Rd, Huntersville, NC 28078
KIPP Academy	5431 Hickory Grove Road, Charlotte, NC 28215
KIPP Change	931 Wilann Dr., Charlotte, NC 28215
Lakeside Charter School	17609 Old Statesville Rd, Cornelius, NC 28031
Langtree Charter School	154 Foundation Ct, Mooresville, NC 28117
Niner University	2414 Lester St., Charlotte, NC 28208
North Academy of World Languages	12201 Hambright Rd., Huntersville, NC 28078
North Mecklenburg High School	11201 Old Statesville Rd, Huntersville, NC 28078



Figure 4.	
Pine Lake Preparatory	104 Yellow Wood Cir, Mooresville, NC 28115
Ranson Middle School	5850 Statesville Rd, Charlotte, NC 28269
Reid Park Elementary School	4108 W Tyvola Rd, Charlotte, NC 28208
Stoney Creek Elementary	14015 Mallard Roost Rd, Charlotte, NC 28262
TMSA Elementary School	8701 Mallard Creek Rd, Charlotte, NC 28262
TMSA Secondary School	9108 Mallard Creek Rd. Charlotte, NC 28262
Torrence Creek Elementary School	14550 Ranson Rd, Huntersville, NC 28078
WA Hough High School	12420 Bailey Rd, Cornelius, NC 28031
Winding Springs Elementary School	6601 Horace Mann Rd, Charlotte, NC 28269

CATERPILLAR MINISTRIES



Nonprofit Funding Request FY24-25

Name of Organization Caterpillar Ministries

Mission of Organization:

To share the love of Jesus and help the families of Huntington Green become all that God created them to be.

Have you been awarded any ARPA funding? If so, list year, amount and source.

We did not receive ARPA funds. We requested for housing initiatives.

Year	Amount	Source

Primary Contact Information Regarding Funding Request:

Name: Sarah Fortner
 Email Address: sarah@caterpillarministries.org
 Address: PO Bo 2155 Huntersville 28070
 Phone Number: 704-517-7764

Executive Director Contact Information:

Name: Sarah Fortner
 Email Address: sarah@caterpillarministries.org
 Address: PO Box 2155, Huntersville NC 28070
 Phone Number: 704-517-7764

Total Amount of Funding Requested:

\$50,000

Will any of the requested funds be used to match other grants? If so, which grants? No

Tax Exempt Status: (circle applicable status)

501(c)(3) 501(c)(7)
 501(c)(4) 501(c)(8)
 501(c)(5) 501(c)(9)
 501(c)(6) Other (Please explain)_____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

See attached Word Document

If applicable, please describe the target population that will be served with the requested funds:

See attached Word Document

How will the program or service for which funds are requested address the problem or identified need?

See attached Word Document

How many Town residents will be directly impacted by the funds requested?

See attached Word Document

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

See attached Word Document

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

See attached Word Document

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Print Name: _____
Print Title

Date: _____

PERFORMANCE MEASUREMENT

Organization Name:

Caterpillar Ministries

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Number of adults attending nutrition classes			35		
Number of parents attending screensmart workshop			25		
Number of children participating in exercise programs			50		
Number of children/adults receiving health information and support			85		

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%
Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
% of individuals to report improvement of chronic illness			40		
% of individuals to report increased sense of wellbeing/improved			60		

% of people to report weight loss, increased muscle mass, decreased waist circumference			65		
% to report increase in healthcare knowledge and support			80		
% to report greater access to tools and resources.			80		
% to report increased amount of time participating in physical activity each day			75		

BUDGET DETAILS

Organization Name:

Caterpillar Ministries

Service / Program Budget

Revenue	FY 2023	FY 2024	FY 2025
County Funding			
Town of Huntersville Funding	30,000	50,000	
Other Municipality Funding			
United Way Funding	92,500	70,000	
Federal and State Funding			
Local Contributions	375,470	375,000	
Program/Service Fees/Other fees	6,000 - Xmas Store	5,000 - Xmas Store	
Other (Please specify):	53,385 - IRS ERC	75,000 - Grants	
Total Revenue	557,355	575,000	

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses	219,239	300,000/added 3 FT	
Operating Expenses	69,060	56,350	
Capital Expenses			
Other (Please Specify): Program Expenses	230,935	210,738	
Other: Please specify:			
Total Expenses	519,234	567,088	

Please identify the program or service for which funding is requested and describe the problem or need your organization will address with the requested fund:

Huntington Green is a community of almost 2,200 people residing in 350 mobile homes in Huntersville, NC. The community is diverse, with approximately 87% Hispanic, 10% Caucasian, 2% Black, and 1% American Indian residents. Immigrant families make up 95% of the Hispanic population, with many not speaking English fluently. Many residents in Huntington Green live below the Federal Poverty Level and often share living spaces with multiple families in a single mobile home. According to United Way, the neighborhood has faced historical disparities and inequities, making it one of the most disinvested areas in Mecklenburg County.

Caterpillar Ministries was established in 2007 to enhance the living standards of families residing in the Huntington Green mobile home community. The HG neighborhood in Huntersville, NC, is considered one of the poorest in the area. Almost half of the population in Huntington Green is below 19 years of age, with 24% aged between 0-12 and 11% aged between 13-19. Unfortunately, children and their parents face several challenges that hinder them from achieving academic success, upward mobility, and social, emotional, and physical well-being. These challenges include poverty, limited adult education, language barriers, and discrimination.

Living in poverty can result in elevated stress levels for both children and adults, which can lead to permanent brain damage. Additionally, this can contribute to the development of chronic illnesses, obesity, and mental health disorders. Limited access to affordable food options due to high costs also exacerbates the obesity epidemic. Moreover, people living in poverty are less likely to engage in physical activity due to various barriers such as parent work schedules, neighborhood safety, illicit activities in public spaces, transportation issues, neighborhood inequities, program availability with qualified leaders, affordability, lack of information on the importance of physical activity, lack of interest among children because of technology, and school commitments.

The lack of high-quality, nutritious foods, health and wellness education, and adequate physical activity contributes to unhealthy weight gain, chronic disease, increased anxiety rates, poor sleep, reduced cognitive abilities, and musculoskeletal health problems. Therefore, providing HG residents access to adequate nutrition, health education, and initiatives promoting physical activity is essential to overcome these challenges.

In January, the Healthy People Healthy Carolinas initiative organized an event in Huntington Green to gather feedback from our families to understand their health and wellness priorities. The neighborhood residents expressed keen interest in programs promoting physical activity, providing easy access to health information and support, and classes on nutrition and healthy lifestyle choices for children and adults.

Our new health and wellness initiative, Get Well, Stay Well, aims to reduce the impact of poverty by promoting physical activity, which is known to improve brain health, reduce stress, and prevent mental health disorders and chronic illnesses. The program is designed to provide increased knowledge, access to health information and support, and programming focused on physical activity and nutrition to the entire community. It is accessible in the neighborhood, eliminating the need for transportation or payment for services. Our newly hired Community Health Director, a recent Davidson College graduate with a BS in Public Health and a longtime resident of Huntington Green, is designing the programs. She understands and has experienced some of the neighborhood's specific challenges due to inequities. With her network of community health partners, background, and education, she is well-qualified to inform the community about the importance and benefits of good nutrition and physical activity, provide access to health information and support, and bring others to offer high-quality programs.

If applicable, please describe the target population that will be served with the requested funds:

The requested funds will be used to serve any adults and children in the Huntington Green community.

How long will the program or service for which funds are requested address the problem or identified need?

The funds requested will support programming for the 2024 year.

How many town residents will be directly impacted by the funds requested?

Funding for Caterpillar Ministries will directly impact approximately seven hundred fifty individuals in the Huntington Green Community currently involved in Caterpillar Ministries programming. Caterpillar hopes to add new families and children living in Huntington Green who are not participating in current programs with this new program initiative.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

Without funding for this project, we cannot offer programs to improve the overall health and wellness of the adults and children in our community. The result will be a continuation of the impact the lack of physical activity has on adults and children, including a rise in obesity, chronic illness, poor academic performance, and an increase in mental health problems. With barriers to access and affordability of healthcare, increased illness drives stress levels to an unbearable limit for children and adults.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of services?

Caterpillar Ministries has an ongoing relationship with the Police Department, Waste Connections, and Huntersville Parks and Rec. We have partnered with these organizations for several outreach events in Huntington Green. We communicate upcoming Town of Huntersville events to our families, both in and outside the neighborhood. Waste Connections has helped distribute bikes to our preschoolers. We also have worked with the Fire Department during emergencies in Huntington Green, assisting with communication/translation for non-English speaking families. Partnering with the Town of Huntersville is mutually beneficial in many ways, and we don't want to duplicate efforts. When the Parks and Rec hosted the Turkey Day event in November, we supported the event with arts, crafts, food bags, and more. Finally, the children we serve enjoy interacting with police officers; this relationship did not exist years ago. We always want to foster respect for the Police Department (as upholders of health and safety) within the neighborhood. Caterpillar strives to support and promote (through word of mouth, print material, and social media) programs the town offers to all its residents.

In February, an officer at HPD held a bike safety workshop and handed out bike helmets to our kids. Our kids proudly wear their helmets when they ride their bikes. The Huntersville Police have also been instrumental in helping Caterpillar and HG families navigate recent incidents involving our unhoused neighbors and drug activity in HG.

CATERPILLAR MINISTRIES
BALANCE SHEET
DECEMBER 31, 2023

ASSITT	12-31-2023	12-31-2022	CHANGE
General Checking	84,498	44,397	40,101
Kingdom Housing Checking	1,300	0	1,300
Cash - Savings	<u>57,225</u>	<u>54,608</u>	<u>2,617</u>
Total Cash	143,023	99,005	44,018
 Vehicles	 59,155	 59,155	 0
Accumulated Depreciation	-94,689	-70,363	-24,326
Land	20,734	20,734	0
Buildings	<u>213,765</u>	<u>195,736</u>	<u>18,029</u>
Total Fixed Assets	198,965	205,262	-6,297
 TOTAL ASSETS	 341,988	 304,267	 37,721
 LIABILITIES			
Medicare Taxes	0	0	0
Social Security Taxes	0	0	0
Federal Withholding	0	0	0
State Withholding	0	0	0
Accounts Payable	Q	Q	Q
TOTAL LIABILITIES	0	0	0
 EQUITY			
Retained Earnings	303,867	333,645	-29,778
Net Income	<u>38,121</u>	<u>-29,378</u>	<u>67,499</u>
TOTAL EQUITY	341,988	304,267	37,721

HOPE HOUSE



HOPE HOUSE FOUNDATION
Town of Huntersville Request for Funding
2025

Primary Contact Information Regarding Funding		Executive Director Contact Information:	
Request: Name:	Janice Hinton	Name:	Debbie O'Handley
Email Address:	jhinton@hopehousefoundation.org	Email Address:	dohandley@hopehousefoundation.org
Address	15604 Northcross Dr. 28078	Address	15604 Northcross Dr. 28078
Phone Number	704-604-0232	Phone Number	203-240-9632

Total Amount of Funding Requested: \$20,000

Tax Exempt Status: (circle applicable status)

501(c)(3)

501(c)(7)

501(c)(4)

501(c)(8)

501(c)(5)

501(c)(9)

501(c)(6)

Other (Please explain) _____

MISSION

HHF was created to serve as a catalyst for social change to end homelessness by providing and expanding transitional housing and supportive services to help unsheltered women and children gain economic stability. Our purpose to, EDUCATE, EMPOWER

and IMPACT is designed to provide a healing environment for one to achieve stability and to bring people and organizations together to build stronger healthier communities.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

Every year hundreds of thousands of families become homeless, including over 1.6 million children who bear the brunt of it. Children living in transition have 2x the rate of learning disabilities, 3x the rate of emotional and behavioral problems and face trauma at 2x the rate as peers with stable housing. This trauma causes delays in academic, social, emotional and behavioral development. Unsheltered women are predominantly vulnerable to victimization, sexual assault and DV and 75% struggle with mental health disorders. In order to achieve economic stability, all obstacles must be removed and all issues should be addressed with a process that is supportive and provides accountability with follow-up. HHF is an innovative and proven solution to some of the communities' toughest problems, successfully helping unsheltered women and children achieve economic security. Staff and affiliates work to educate, empower, support and teach clients how to break down barriers and make transformative life choices. We incorporate a 2-generational strength-based approach through supportive services that enhance critical life skills; identify employment and training opportunities; improve financial and housing stability; and augment positive mental wellness and social and emotional development. Supportive services include case management, mental wellness and financial assistance. Case managers develop smart goals, secure vital community resource, provide encouragement, and help clients refocus. Unsheltered individuals experience multiple traumas and our Mental Wellness Project, mental health assessments and individual and group counseling, are offered. Our Empowerment Project includes the use of financial incentives, processes to assist clients obtain government benefits, and collaborations that facilitate learning and goal obtainment in a way that builds economic mobility. Financial assistance is offered to reduce debt and remove barriers that inhibit clients from reaching their goals. We teach families to discover their unique values and encourage them to learn how to manage their challenges in a supportive manner. Our Transitional Living, Community Living program is 4,000 square foot home that has 6 bedrooms and shared living space and is located in Huntersville. Families can stay for up to 9 months. Hope 2 Home (H2H) is our second program designed for independent family living for up to 2 years. Currently, H2H is comprised of 3 cottages located on HHF premises and one home owned by HHF located in Davidson. Two additional homes designed to house larger families and are currently under construction, anticipated to be completed in 2024 in Huntersville. HHF 3rd program focuses on homeless prevention. To bridge the gap from temporary housing, families moving from the HHF programs to independent living qualify for ongoing case management and supportive services for up to 6 months. Case managers work with families to help them adapt to their new living situation, with the goal to maintain housing and avoid reverting back to being homeless. In addition, for those not living in a HHF home, who are at-risk of losing their homes, we

provide community based, linking clients to an array of supportive for them to maintain stable housing outside of the HHF.

If applicable, please described the target population that will be served with the requested funds:

The general profile of the population at Hope House is an unsheltered single woman in her late 20"s with two children under the age of ten. Clients are predominantly vulnerable to victimization, sexual assault and physical violence. Barriers to employment including securing childcare, lack of work experience, gender bias make finding and keeping a job close to impossible, therefore making escaping homelessness even more impossible. Historically, clients are single woman in her late 20's with 2 kids under the age of 10. 85% are marginalized black/brown, 10% Hispanic and 5% white. HHF families are defined by HUD as, "literally homeless" and receive government benefits such as free/reduced lunch, Medicaid, food stamps and childcare vouchers. Upon arrival, our clients are unemployed or under employed.

How will the program or service for which funds are requested address the problem or identified need?

HHF the only transitional housing option in N. Meck, incorporates housing with a holistic array of supportive services to solve an immediate need and furthermore builds skills needed to attain economic stability. HHF provides the time needed to improve one's mental health, gain stability and can reduce incidents of domestic violence. Social and emotional opportunities offered allow children to explore activities that have a lifelong impact on their ability to live a fulfilling life. Our programs increase employability skills and work to help them gain employment – a key factor in preventing homelessness. Having homes in scattered sites throughout communities, allows neighbors to engage with families who were previously homeless, decreasing stigmas. Well beyond meeting Maslow's basic need of food and shelter, HHF plays a large role in addressing homelessness in our communities, overtime, HHF will impact multiple families, procure economic stability. Funding from the Town of Huntersville would cover costs needed to have adequate staff, facilitate programming and provide opportunities to generate steps to achieve goals on the strategic plan, specifically related to strengthening existing programs, expanding services and focusing on financial growth and use of resources. We believe if we provide a pathway to a more stabilized life, clients will be able to think about improving their economic status by acquiring knowledge and building skills for success. The support from the Town of Huntersville will be a part of this making HOPE visible by removing barriers and providing that pathway to a more stabilized life.

How many Town residents will be directly impacted by the funds requested?

HHF serves approximately 55. The two home currently under construction, anticipated to be completed in 2024 will allow us to serve 10 additional clients, for a total of 65. Hope House also provides volunteer opportunities for community members. These opportunities allow clients to build social capital, as well as for community members to engage with clients. HHF is a reality in changing lives of unsheltered women and their children. Each additional home we build, means one less homeless family living on the street, in their car or having to couch surf, just to have their basic needs met. The entire community benefits from the services HHF provides because families leave as financially stable citizens, whose children are likely to be in an even stronger position as adults.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

HHF strategic plan is designed to ensure the agencies success in achieving our mission and to serve as a catalyst for social change to end homelessness. Focus is placed on three main categories: strengthen and sustain existing programs; expand and enhance vision, mission and program goals; and due diligence with focus on financial stability, community support and effective use of resources. Intentionally, HHF seeks funding from various sources each year, in efforts to ensure the financial stability of the agency. HHF continually identifies and cultivates donors connected to our mission. The increase in homelessness and advocating for the homeless population, educating our community and our due diligence in providing opportunities to assist our community in ending homelessness harvests community support through a combination of individuals, foundations, corporations, municipalities, faith based organizations and more. Volunteerism, service opportunities and fundraisers also result in program sustainment and growth. In-kind donations play a huge role in fulfilling the needs of the program and maintenance of the home. Even though lack of funding and support from the Town of Huntersville would initially place burden on moving forwarded uninterrupted, with time and effort, the HHF would find ways of sustaining and expanding programing. Specifically if funding is not granted by the TOH, the 2 fully funded cottages slated for 2024, may require the homes to remain empty until monies are identified from other sources to cover costs of implementing services. The future of the HHF will always involve the commitment of the community with partnerships that incorporate multi-sector collaborations made up of non- profit, private, public, civic, corporate and faith-based organizations from within the community whose partnerships support the vision.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

HHF is the only transitional housing option in our area, and fulfills a major community gap. We depend on our community to create long last solutions of stability for our families. Solutions that are rooted in partnerships of a community who will give hope and transform lives. The local school is committed to helping our clients seamlessly enroll their children and staff volunteer and engage with the families who reside at the Hope House. The fire department and police department have served the program in many ways from meals, household items, birthday blessings and mentoring and holiday gifts. HHF provides Crisis Intervention Training to the police officers to education them about mental health and provide them with tools needed when they encounter an individual with a mental illness. Understanding the magnitude of barriers our clients face, we collaborate with agencies that offer specialty services designed to break down barriers and assist clients reach specific goals. Opportunities are offered through partnerships for improving Health and mental wellness by the FACTS Initiative, Collaborative Wellness Counseling, YMCA and Lake Norman Health Clinic; home ownership skills and credit repair through Habitat for Humanity and Davidson Housing Coalition, and employment and coaching opportunities offered by Charlotte Area Fund. Partnering with Town of Huntersville to reduce homelessness in the area, 2 lots where gifted to us to build and house 3 additional families. HHF staff actively engage in Meck. Co.

Continuum of Care and other housing initiatives designed to pull our communities together in an effort not to duplicate services but to provide a solution those unsheltered families. The Homeless Management Information System, Coordinated Entry and the Continue of Care promote a communitywide commitment to end homelessness and mainstream services. These agencies, our community networks and HUD provide data which HHF uses as tools to guide programming. There are no other homeless shelters within our N. Mecklenburg community who address the work that the Hope House Foundation provides. Other services serving similar clients include the Davidson Housing Coalition which preserves and creates affordable housing options and prepares families for financial stability and home ownership. Caterpillar Ministries has recently inquired about how to run a transitional housing program. They work strictly with families living in a specific neighborhood.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

➤ Please see attachment.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Signature: *Janice Hinton*

Date: 3/ 12 /2024

Print Name: Janice Hinton

Print Title: Program Director

NORTH MECKLENBURG CRIMESTOPPERS



Nonprofit Funding Request

FY24-25

Name of Organization

Mission of Organization:

Have you been awarded any ARPA funding? If so, list year, amount and source.

NONE

Year

Amount

Source

Primary Contact Information Regarding Funding Request:

Executive Director Contact Information:

Name:

ARLENE ARCIERO

Email Address:

arlenearciero@gmail.com

Address

22424 JOHN CAMPBELL RD.

Phone Number

704-650-9600

Name:

DAVID A. ROCHESTER

Email Address:

davidarochester@aol.com

Address

21022 DECORA DRIVE

Phone Number

704-987-1650

Total Amount of Funding Requested:

\$ 5,000.00

Will any of the requested funds be used to match other grants? If so, which grants? NONE

Tax Exempt Status: (circle applicable status)

501(c)(3)

501(c)(7)

501(c)(4)

501(c)(8)

501(c)(5)

501(c)(9)

501(c)(6)

Other (Please explain)

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

PREVENT OR SOLVE CRIME
IN COMMUNITY AND SCHOOLS.

If applicable, please describe the target population that will be served with the requested funds:

NORTH MECKLENBURG, N.C.

How will the program or service for which funds are requested address the problem or identified need?

① ANONYMOUS CITIZENS ② CONFIDENTIAL INFORMANTS IN GANGS OR ^{DRUG} CARTELS ③ STUDENTS IN MIDDLE SCHOOLS AND HIGH SCHOOLS

How many Town residents will be directly impacted by the funds requested?

ALL

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

WILL BE UNABLE TO ASSIST HUNTERSVILLE POLICE DEPARTMENT.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

WE ARE ABLE TO PROVIDE SERVICES TO THE POLICE DEPT. THAT THEY CAN NOT DO.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

REDUCTION OF CRIME AND CRIMINAL ACTS IN NORTH MECKLENBURG, HUNTERSVILLE AND AREA SCHOOLS

Each person signing this application on behalf of an entity acknowledges that they ~~have read~~, and are familiar with, N.C.G.S. § 55A-46,

~~and~~ that they have been duly authorized by the requesting organization to make this application on its behalf.

David A. Rochester

Date: FEB. 25, 2024

Print Name:

Print Title

DAVID A. ROCHESTER

CHAIRMAN,

NORTH MECK CRIME STOPPERS, INC.

BRIDGE OF HEARTS



Nonprofit Funding Request **FY24-25**

Name of Organization **Bridge Of Hearts**

Mission of Organization: **The mission of Bridge of Hearts is to engage the community to celebrate, care for and love our youngest and most vulnerable citizens.**

Have you been awarded any ARPA funding? If so, list year, amount and source.

NO

<u>Year</u>	<u>Amount</u>	<u>Source</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Primary Contact Information Regarding Funding Request:

Name: Pam Schneider
Email Address: cms@bohnc.org
Address: Denver, NC 28037
Phone Number: 704/502-8203

Executive Director Contact Information:

Name: Dr. Linda Morris
Email Address: lindamorris@bohnc.org
Address: 355 South Broad Street, Mooresville, NC 28115
Phone Number: (704)351-6086

Total Amount of Funding Requested: **\$5,000**

Will any of the requested funds be used to match other grants? If so, which grants? **NO**

Tax Exempt Status: (circle applicable status)

501(c)(3) 501(c)(7)
501(c)(4) 501(c)(8)
501(c)(5) 501(c)(9)
501(c)(6) Other (Please explain)_____

PLEASE SEE ATTACHED WORD DOCUMENT FOR ANSWERS TO THE QUESTIONS BELOW

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

If applicable, please described the target population that will be served with the requested funds:

How will the program or service for which funds are requested address the problem or identified need?

How many Town residents will be directly impacted by the funds requested?

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

Describe the organizaton's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Pamela Schneider, Bridge of Hearts Board Chair

Date: __February 12, 2024_____

Print Name:

Print Title

BRIDGE OF HEARTS : PERFORMANCE MEASUREMENT

Organization Name:

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
1. Care items (hygiene kits and snacks) will be provided to schools.	8,000	8,785	9,000		9,500
2. Birthday bags will be created and delivered.	700	960	1,000		1,100
3. Communicate (in-person, email, phone, texts) with each counselor to ascertain current and future needs.	3x/yr	5x/yr	5x/yr		6x/yr

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
1. Counselors will receive the monthly requested care items .	100%	100%	100%		100%
2. Eligible children will receive a birthday bag.	700	960	1000		1100
3. School Counselors will agree that the program goals were met.	85%	95%	87%		90%

BRIDGE OF HEARTS: BUDGET DETAILS

Organization Name:

Service / Program Budget

Revenue	FY 2023	FY 2024	FY 2025
County Funding	\$ -	\$ -	\$ -
Town of Huntersville Funding	-	5,000	5,000
Other Municipality Funding	-	-	-
United Way Funding	-	-	-
Federal and State Funding	-	-	-
Local Contributions	90,000	105,000	125,000
Program/Service Fees/Other fees	-	-	-
Other (Please specify): In-Kind Donations	40,000	75,000	80,000
Total Revenue	130,000	185,000	210,000

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses	-	-	-
Operating Expenses	10,500	11,500	13,000
Capital Expenses	-	-	-
Other (Please Specify):* Rent is budgeted at \$25K in 2024.		25,000	50,000
We are not currently paying rent. The goal is to			
move into a bigger space in mid to late 2024 requiring rent .			
We do not have this space yet.			
Other: Please specify:			
Total Expenses	10,500	36,500	63,000

Please identify the program or service for which funding is requested, and describe the problem or need your organization will address with the requested funds:

The mission of Bridge of Hearts is to engage the community to celebrate, care for and love our youngest and most vulnerable citizens. We celebrate and care for impoverished children by way of our Celebrating Children program and our Caring for Children program.

Our Celebrating Children program recognizes a child's birthday through the delivery to their school of a fun, festive birthday bag. Often, families facing economic challenges cannot celebrate their child's birthday because there is no money to spend on gifts and a cake. Our mission is to address this problem. So, in their birthday month, these children receive three new wrapped gifts, two new high-interest and age-appropriate wrapped books, a cake mix and frosting, a cake pan and a family celebration kit of paper goods. We also include a hygiene kit and snacks. Birthday celebrations raise self-esteem. The celebrated child feels loved and family bonds are strengthened. A birthday well celebrated also creates positive and meaningful childhood memories, also essential for a child's development.

Our connected program, Caring for Children, is focused on encouraging a positive self-image by providing schools with basic full-size hygiene items, healthy snacks, and emergency care kits. Disadvantaged children do not always have regular access to proper hygiene products or healthy snacks. Children who are housing insecure will benefit from an emergency care kit which consists of a new sleeping bag, pillow, blanket, snacks, and a comfort item such as a stuffed animal for younger students and an encouragement bracelet with a note for older students. Hygiene kits, snacks and emergency care kits are delivered regularly to school counselors and social workers at public schools in Huntersville, Davidson, Cornelius, and all of Iredell County throughout the academic year as often as requested by the schools. Our volunteers provide counselors with these items so that they can set up and maintain care cupboards in the fifty schools we currently serve to ensure they can immediately help a child who is in need.

Bridge of Hearts proactively ensures children's needs are considered when homelessness happens. We guarantee that 100% of the requested items are delivered. This matters because homeless children often suffer from poor hygiene, which can lead to illness and infections. They are also more likely to be teased and bullied by peers for body odor which can lead to low self-esteem. Giving a child a new blanket, sleeping bag, pillow, and comfort item when they face the devastation of homelessness is an important way to show care and compassion. Bridge of Hearts works to ease the effects of poverty for local children.

If applicable, please describe the target population that will be served with the requested funds:

The target population that will be served includes all impoverished children (not just McKinney Vento children) who have been identified by school counselors and social workers. Children eligible to receive our services are classified as homeless, in foster care, or receive government assistance of some kind. We also provide services to the children residing at the Hope House Foundation in Huntersville and a similar home in Mooresville.

How will the program or service for which funds are requested address the problem or identified need:

There is no other charity that shares the same mission or does what we do. Bridge of Hearts volunteers reach out to every public school in our geographic area of Huntersville, Cornelius, and Davidson along with Iredell County inviting their principals and school counselors to join our Celebrating and Caring for Children programs by signing a partnership agreement with us and agreeing to receive parental permissions for our birthday bags. School counselors also provide us with updates on the children already enrolled in our programs or make us aware of new eligible children who should be added.

The need continues to grow as evidenced by the annual increase in demand since we started collaborating with the schools almost five years ago. For example, in 2022, we distributed 1,242 books and 1,863 gifts to 621 children. In 2023, we distributed 1,920 books and 2,880 gifts to 1,000 children. Moreover in 2023, we provided 5,318 bags of healthy snacks and 3,467 hygiene kits along with 145 emergency care kits. Each spring, school counselors receive a survey from us asking 1) whether they wish to continue in the program and if not, why; 2) any recommended changes for the following school year; and 3) other service improvements. Results from the last two years' survey found that 95% of the counselors' report that the Caring for Children program provides a needed service and 93% indicated satisfaction that needed supplies are delivered in an efficient and timely manner and wish to continue receiving services. The Celebrating Children program is also seen as extremely or very valuable by 88% of the schools and 98% of the counselors believe this program supports a child's academic success. This mirrors research on predicting academic success by addressing underlying issues from access to adequate hygiene to providing books for the home and helping children develop a sense of self-worth. (Measures of Key Outcomes 4e)

How many Town residents will be directly impacted by the funds requested?

There are ten Huntersville public schools participating in our Celebrating Children program representing 129 deliveries of birthday bags as of the current date. As part of our Caring for Children program, Huntersville schools can choose to receive care bags of hygiene kits and healthy snacks either bimonthly, monthly, or quarterly. Currently, participating Huntersville schools together request

ninety full-size hygiene kits and ninety snack bags each quarter allowing hundreds of additional children to be served throughout the school year. We expect these numbers to increase year over year.

Describe the impact on your organization, clients, service, or program if the requested funding is not approved?

Bridge of Hearts is blessed by the generosity of other grant sources, churches, individual and in-kind donations. We continue to seek out new income sources.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of services?

It is Bridge of Hearts' understanding that the Town of Huntersville does not provide birthday bags to impoverished children at the public schools nor delivers hygiene kits and snack bags on a regular basis. There is no duplication of services.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

We continue to track the number of children served monthly, and the number of care items delivered to each school. Counselors and/or social workers are surveyed at the end of the school year to determine their satisfaction with our programs, including family impact, desire to continue with the program, and to gather and implement suggested improvements.

POTTSTOWN HERITAGE GROUP



Nonprofit Funding Request **FY24-25**

Name of Organization: Pottstown Heritage Group

Mission of Organization: To preserve, restore and revitalize the Pottstown Community. To empower the residents by proving viable tools and resources, to combat the negative effects of gentrification and displacement, through collaboration and community advocacy.

Have you been awarded any ARPA funding? If so, list year, amount and source. - None

Primary Contact Information Regarding Funding Request: Rachel Zwiph, Chair - Executive Director

Name: Rachel Zwiph, Chair
Email Address: pottstownheritage@gmail .com
Address 13228 Central Ave
Phone Number 412-758-6511

Name: Stephenie Brown, Vice Chair
Email Address: pottstownheritage@gmail .com
Phone Number: 704-208-0064

Total Amount of Funding Requested: \$25,000

Tax Exempt Status:

501(c)(3)

501(c)(4)

501(c)(5)

501(c)(6)

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds: We are seeking funds in order to help us continue our critical home repair projects in collaboration with other organization as well as our continued community beautification projects. Many homes in the Pottstown Community have aged to a point that specific repairs are needed in order for our residents to continue to age in place, and not be displaced from their homes. This directly coincides with the mission of our organization. Pottstown also has a community garden that we would like to continue to maintain

If applicable, please described the target population that will be served with the requested funds:

Our target population are those in the community who are 55 and older.

How will the program or service for which funds are requested address the problem or identified need?

The funds will address the affordable housing issue. By assisting with healthy home repairs community members will be able to live in a home where they can safely and independently age in place. The community garden and the beautification projects brings the community together as a whole providing healthier food choices as well allowing community pride building.

How many Town residents will be directly impacted by the funds requested?

25 residents will be directly impacted by the funds requested.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

If funding is not approved residents will have to be placed on extremely long waitlist by other organization that could take years in order to receive the help they so desperately need.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service? We are currently unaware if the has any related services that our organization provides.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Stephenie Brown - Vice Chair, Pottstown Heritage Group 2/29/2024

PERFORMANCE MEASUREMENT

Organization Name:

Pottstown Heritage Group

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Number of emergency home repairs	10	12	20		30

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Empowering Seniors to age in place with dignity and safety					
Resource utilization: Demonstrates responsible use of funds and materials					
Community trust and relationship building					
Rebuilding, updating and transforming while keeping the historical look of the community					

BUDGET DETAILS

Organization Name:

Pottstown Heritage Group

Service / Program Budget

Revenue	FY 2023	FY 2024	FY 2025
County Funding	-	-	-
Town of Huntersville Funding	-	-	30,000
Other Municipality Funding	-	-	-
United Way Funding	20,000	20,000	10,000
Federal and State Funding	-	-	-
Local Contributions	-	-	5,000
Program/Service Fees/Other fees	-	5,000	5,000
Other (Please specify):	-	5,000	
Total Revenue	20,000	30,000	50,000

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses	-	-	5,000
Operating Expenses	5,000	7,000	9,000
Capital Expenses	2,000	1,000	2,000
Other (Please Specify):			
Community Engagement & Education Sessions	13,000	10,000	
Fundraising		2,000	4,000
Healthy Home Critical and Emergency Home Repair Program			30,000
Other: Please specify:			
Total Expenses	20,000	20,000	50,000

CORNELIUS YOUTH ORCHESTRAS

Nonprofit Funding Request

Name of Organization **Cornelius Youth Orchestras**

Mission of Organization: Our goal is to elevate and educate the entire local youth music community by serving our dual mission of providing exceptional music education and orchestral performance. We simultaneously serve the community at large as a performing arts organization hosting concerts, live music, and other events.

Have you been awarded any ARPA funding? If so, list year, amount and source.

[we have received no ARPA funding]

<u>Year</u>	<u>Amount</u>	<u>Source</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Primary Contact Information Regarding Funding Request:

Name: April Dunn
Email Address: adunn@corneliusyouthorchestras.com
Address: 19701 Bethel Church Rd, Ste 103-147, Cornelius, NC 28031
Phone Number: 864-567-9583

Executive Director Contact Information:

Name: Eric Boruff
Email Address: eboruff@corneliusyouthorchestras.com
Address: 19701 Bethel Church Rd, Ste 103-147, Cornelius, NC 28031
Phone Number: (704) 591-8960

Total Amount of Funding Requested: \$6,500

Will any of the requested funds be used to match other grants? If so, which grants?

Tax Exempt Status: (circle applicable status)

The requested funds will not be matching other grants

501(c)(3) - 501(c)(7)
501(c)(4) 501(c)(8)
501(c)(5) 501(c)(9)
501(c)(6) Other (Please explain) _____

See attached Word document for responses to the questions and prompts below.

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also-legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

If applicable, please describe the target population that will be served with the requested funds:

How will the program or service for which funds are requested address the problem or identified need?

How many Town residents will be directly impacted by the funds requested?

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § SSA-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Eric Boruff
Print Title

Executive Director

Date: 3/1/2024

PERFORMANCE MEASUREMENT

Organization Name:

Cornelius Youth Orchestras

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Number of MPI assemblies at Huntersville schools	N/A	N/A	5	3	8
Number of Huntersville students served in MPI Program	N/A	N/A	1,000	600	1,600
Number of Huntersville students served in CYO Programs	N/A	N/A	30	36	50
Number of concerts/performance offered in Huntersville	2	3	6	7	8
Audience size at Huntersville concerts/performance	400	900	800	1,200	1,500

BUDGET DETAILS

Organization Name:

Cornelius Youth Orchestras

Service / Program Budget

Revenue	FY 2023	FY 2024	FY 2025
County Funding			
Town of Huntersville Funding			
Other Municipality Funding			
United Way Funding			
Federal and State Funding			
Local Contributions	26,742	29,000	43,000
Program/Service Fees/Other fees	23,622	63,875	102,200
Other (Please specify):			
Total Revenue	50,364	92,875	145,200

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses			
Operating Expenses	18,909	32,875	60,200
Capital Expenses			
Other (Please Specify):			
Instructor Fees (1099)	25,350	60,000	85,000
Other: Please specify:			
Total Expenses	44,259	92,875	145,200

Town of Huntersville External Agency Application Nonprofit Funding Request FY24-25 Cornelius Youth Orchestras

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

The Cornelius Youth Orchestras (CYO) is a non-profit organization whose mission is to provide access to high quality music education for youth in the greater Lake Norman (LKN) region. To achieve our mission, we offer a multi-tiered program in which youth musicians of all levels and backgrounds have a place to start and, more importantly, to flourish on their musical journey.

Our artistic faculty is comprised of some of the most talented musicians and educators in the region. Many teach at local colleges and universities, others at charter schools and private institutions, and all are active performers. As such, our team is in a prime position to provide highly qualified input as to what programs are needed for our youth musicians.

Abundant research demonstrates that childhood musical experiences lead to increased IQ, focus, and persistence, and that musical education improves students' cognitive function, academic performance, and self-confidence. Despite this, youth today are not provided with adequate access to music education. Most elementary schools do not have orchestral or band programs of any kind. For middle and high schools that do have music programs, there are widespread teacher shortages resulting in burdensome workloads for those faculty. In addition, most homeschool students have no access to organized musical experiences.

There is a great need for high-quality arts education for students of all levels and backgrounds. Access to highly qualified music educators within a supportive and educationally sound programming structure allows youth to grow their skills, socialize in a safe, nurturing environment, and network with students and adults from a wide range of backgrounds who have something in common. The CYO is happy to fill that role for youth musicians in the Town of Huntersville and the greater LKN region. Currently, 24% of the students we serve are residents of the Town of Huntersville.

Compared to private music tutors and for-profit music schools, CYO is more affordable, offers collaborative music education, a wider social network, and more opportunities for public performances. In the CYO, students may participate in multiple programs for one annual tuition fee and many of our students take advantage of this unique benefit by joining multiple ensemble groups or learning a new instrument. CYO provide a safe, inclusive learning environment supervised by caring adults. In this space, older, more experienced orchestra members often

serve as mentors to younger musicians, helping them develop their skills and passion for music. These interactions strengthen peer-to-peer relationships and enhance social capital creating stronger communities.

If applicable, please described the target population that will be served with the requested funds:

While the CYO was founded in Cornelius, NC, 18 years ago, it truly serves community youth throughout the greater LKN region, including the Town of Huntersville. Our current students range in age from 4 to 19 with the majority being middle and high school age. In the 2024-2025 season we are excited to expand our programming to provide instrumental music education for elementary-aged students. Through our LKN Musical Pathways Initiative (MPI), we are partnering with local elementary schools to engage this age group and provide an opportunity to access our music education programs.

We understand the importance of creative arts in developing academic and adulthood success, and accordingly, we increase accessibility to music education and performance opportunities. All students are welcome to participate in CYO regardless of background, demographics, or ability to pay. To ensure young musicians from low-income backgrounds can participate, the CYO offer financial assistance through scholarships and community partnerships, thus reducing barriers and encouraging diverse participation.

The CYO also serves the residents of Huntersville and the greater LKN region as a performing arts organization by hosting concerts, live music, and other events. The CYO offers numerous low-cost or free public performances increasing accessibility for students and the community at large. These performances may take place formally in local performing arts centers or auditoriums, as part of community festivals, or in collaboration with local residential communities, providing a wide range of experiences for all.

How will the program or service for which funds are requested address the problem or identified need?

The funds that CYO is requesting will be used to increase engagement specifically with the Huntersville community. This will be done primarily through our Musical Pathways Initiative (MPI) program and via hosting low-cost or free community concerts and performances in Huntersville.

Launched in January 2024, the MPI is a spring semester program designed to provide access and opportunity for elementary-aged students in the greater LKN region to learn a musical instrument. Absent a family's ability to pay for private lessons, most students in this age group have little to no access or exposure to musical instruments. In addition, nearly all local school systems wait until 6th grade to give students an opportunity to participate in a band or orchestra class. Our MPI program will provide students in this underserved group with the opportunity to experience a live performance from some of the most talented professional musicians in the region as they demonstrate a range of orchestral instruments in a fun and engaging assembly at their school. Additionally, all students will be invited to freely attend an Instrument Discovery Day where they can try out all of the instruments under the guidance of those same professional musicians. Recently, the LKN Charter School in Huntersville hosted a MPI assembly with the CYO strings team.

The CYO has the ability to fund a limited number of assemblies through the MPI program. As such, we are actively seeking community partners to collaborate with us on this initiative so that we are able to reach more elementary-aged students. A portion of the funds received from the Town of Huntersville will be used to sponsor MPI assemblies specifically in Huntersville schools.

The CYO works to increase accessibility to high quality music education for community youth. One way that we do this is to offer assistance to students with financial need. A portion of the funds received from the Town of Huntersville will be used to provide financial assistance via scholarships or our Adopt-A-Student program to CYO participants from Huntersville.

In addition, the CYO seeks to increase our engagement with residents of Huntersville and the LKN community at large by providing more concerts and performances. Providing performance opportunities for our youth musicians is key to our mission. Our musicians perform in our annual concert series, community concerts, and at community events. In the 2023-2024 season, the CYO is on target to offer more than 20 concerts and community performances in the greater LKN region. Some of these have included performances at Lake Forest Church in Huntersville and at the Huntersville Veteran's Day ceremony. A portion of the funds received from the Town of Huntersville will be allocated to costs associated with hosting community concerts/performances at Huntersville venues.

How many Town residents will be directly impacted by the funds requested?

Currently, 24% of our students are Huntersville residents. Based on feedback and interest, we anticipate additional students from Huntersville enrolling in the CYO programs in the 2024-2025 season.

The potential number of students that can be reached through MPI program assemblies in Huntersville is variable depending on which schools we visit. If the requested funds are received, that will enable us to sponsor eight MPI assemblies and engage with an estimated 1,600 Huntersville school children.

Public concerts and performances are open to all Huntersville residents which provides increased access to diverse musical performances for the entire community. Thus far this season, the CYO ensembles have performed at a number of concerts and events in Huntersville. The Brass Ensemble performed at the Veteran's Day ceremony at Veteran's Park and at the Winter Show at The Park in Huntersville. The CYO hosted a Christmas Concert held at Lake Forest Church in Huntersville that featured performances from all of our ensembles. Our Prelude Stings program performed for residents of the Ranson Senior Living Facility in Huntersville, and the Apollo Strings Quartet performed for the Northstone Whobalation fundraiser and for the residents of the Waterford Community in Huntersville.

In addition, we partnered with the local nonprofit Angels & Sparrows this season. Our Brass Trio performed at the American Legion for an Angels & Sparrows event. We also organized service projects in which our students put together treat bags for Halloween and Valentine's Day for Angels & Sparrows.

It is difficult to quantify the exact number of Town residents that will be directly impacted by the funds requested. Our youth musicians and the community at large benefit from the work we do.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

Since returning from a hiatus due to the COVID-19 pandemic, the CYO has seen exponential growth in its both its enrollment and programming. The increased interest in our performing ensembles this season has led to an overfull capacity, resulting in a need for a minimum of two additional performing ensemble programs for the 2024-2025 season. Expanding our performing ensemble programs will also give us the capacity to serve newly recruited middle and high school aged students. While the CYO's current educational programming capacity can support an additional 70 students in select programs, our goal is to serve 100 new elementary aged students in these programs in the season ahead. Thus, the plan is to increase capacity in our educational programs as well.

Receiving the requested funds will better enable us to carry out our mission of providing high quality music education and performance opportunities for the youth in the greater LKN region, focusing specifically on youth in Huntersville. We will be able to expand the number of Huntersville elementary-aged students we can reach through our MPI program as well as offer financial assistance to youth musicians from low-income backgrounds increasing accessibility and inclusivity of our programs. Furthermore, we will be able to engage with the residents of Huntersville by providing more concerts and performances for the community to enjoy.

If our request for funding is not approved, we will not have adequate resources to fully engage and serve the community of Huntersville. We will be limited on the number of MPI assemblies and concerts/performances that we are able to hold.

Describe the organization's relationship to the Town of Huntersville related to services or programs that your organization provides. How does your organization coordinate those services with Town provided services? Is there any duplication of services?

There are no specific Town Departments that address music education needs for community youth of Huntersville. The services provided by the CYO do not duplicate services provided by the Town of Huntersville. Through the CYO programs, community youth have access to unique musical education experiences with teachers who have very specialized training. The CYO provides high quality music education and performance opportunities for youth in the greater Lake Norman (LKN) region, offering programs ranging from beginner to advanced. Today, many youths do not have adequate access to music education as most elementary schools lack instrumental music programs and access in middle and high school can be limited due to insufficient funding. Furthermore, private music tutors and for-profit music schools are often not affordable options for many families. The CYO works to remove barriers by keeping tuition low and providing financial assistance to those in need, offering a more accessible path for music education to our community youth.

The CYO also supports local school orchestra and band teachers in a variety of ways, such as providing guest instructors, masterclasses, and continuing education for teachers. While our programs are entirely independent, they can serve as an incredible complement to school orchestra and band classes. The additional and higher-level instruction that students receive with us has a direct impact on the level of their school programs.

In the table entitled “Performance Measurements” please list the factors that you will use to evaluate your organization’s performance with respect to your organization’s use of the requested funds is approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § SSA-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

A handwritten signature in cursive script, reading "Eric Boruff", is written over a horizontal line.

Date: March 1, 2024

Print Name: Eric Boruff
Print Title **Executive Director**

HUGH TORANCE HOUSE AND STORE



Nonprofit Funding Request **FY24-25**

Name of Organization Hugh Torance House and Store

Mission of Organization: We are dedicated to sharing the full history of this historic site through the mission and vision of HEARTS (History, Ecology, Arts, Reunion, Trails, Store), through connecting the Store with Cedar Grove, the 1831 Greek Revival home of James Torrance, son of Hugh and Isabella Torance.

Primary Contact Information Regarding Funding Request:

Executive Director Contact Information:

Name: Bill Russell
Email Address: Russell@lakenormanchamber.org
Address PO Box 2674, Huntersville, NC 28070
Phone Number 704-650-8987

Name: na
Email Address: _____
Address _____
Phone Number _____

Total Amount of Funding Requested: \$25,000

Will any of the requested funds be used to match other grants? No

Tax Exempt Status: (circle applicable status)

501(c)(3)	501(c)(7)
501(c)(4)	501(c)(8)
501(c)(5)	501(c)(9)
501(c)(6)	Other (Please explain)_____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

Funding for the Hugh Torance House and Store is needed to continue the preservation, research, maintenance, and community programming. This historic site is the oldest standing store in NC, one of the few 18th century structures in Mecklenburg, and is located here in Huntersville, NC.

If applicable, please described the target population that will be served with the requested funds:

In 2023 we served 2318 visitors (528% increase over 2022) to the historic site. This was a very diverse population of all ages. We also have more than 1500 online subscribers, and in 2023 we had nearly 13,000 website visitors.

How will the program or service for which funds are requested address the problem or identified need?

This funding is critical to continue to our mission to share this important Huntersville historic site with our region and visitors from all over the US. In addition, these funding also supports the ongoing repairs, maintenance, and new projects at the historic site.

How many Town residents will be directly impacted by the funds requested?

The opportunity to experience the historic site is available to all Town residents.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

Without this funding, it will be very difficult to continue our positive trajectory of growth in reaching more visitors and improving the site.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

There are no duplication of services that are offered by Hugh Torance House and Store. Our site and programs are 100% unique!

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

WE Russell PRESIDENT

Print Name:

Print Title

Date: 2/29/24

PERFORMANCE MEASUREMENT

Organization Name:

Hugh Torance House and Store

Service Outputs

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
A) Sunday Tours	350	92	350	588	600
B) Students High School, Home School	50	37	100	132	150
C) Civic Groups and Scouts	50	65	120	133	150
D) Ghost Hunts	0	82	120	132	150
E) HEARTS Events	0	75	1000	974	1100
F) Other	90	88	110	359	380
TOTAL	540	439	1800	2318	2530

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Promote local history	540	95%	1800	120%	2000
Promote local ecology	0	na	1000	200%	2000
Provide arts integration for events	0	na	1000	100%	1200
Open store as a store	0	na	1000	185%	2000
Develop and provide new programs on site	0	na	1000	100%	1000
Connect with descendants of region	0	na	200	100%	300

BUDGET DETAILS

Organization Name: Hugh Torance House and Store

Service / Program Budget

Revenue	FY 2022	FY 2023	FY 2024
County Funding	\$ -	\$ -	\$ -
Town of Huntersville Funding	\$ 15,000.00	\$ 20,000.00	\$ 25,000.00
Other Municipality Funding	\$ -	\$ -	\$ -
United Way Funding	\$ -	\$ -	\$ -
Federal and State Funding	\$ -	\$ -	\$ -
Local Contributions	\$ 3,000.00	\$ 11,532.00	\$ 12,685.20
Event Sponsors	\$ 10,000.00	\$ 9,000.00	\$ 9,900.00
Memberships	\$ 5,000.00	\$ 4,860.00	\$ 5,346.00
Store proceeds	\$ 5,000.00	\$ 3,458.00	\$ 3,803.80
Other (Please specify): Event Donations (Ticket donation)	\$ -	\$ 2,563.00	\$ 2,819.30
Total Revenue	\$ 38,000.00	\$ 51,413.00	\$ 59,554.30

Expenses	FY 2022	FY 2023	FY 2024
Salaries and Related Expenses	\$ -	\$ -	\$ -
Operating Expenses	\$ 12,000.00	\$ 12,000.00	\$ 13,200.00
Capital Expenses	\$ 15,000.00	\$ 11,000.00	\$ 22,500.00
Program/Service Fees/Other fees	\$ 8,000.00	\$ 11,000.00	\$ 12,100.00
Other: Please specify:			
Total Expenses	\$ 35,000.00	\$ 34,000.00	\$ 47,800.00

Preparing for \$20K+ in capital expenses this year - Removing old chain link fence, aged wooden fence replacement, dying and dead tree removal, installing kitchen garden, replacing missing shutters [historically accurate to building], additional roof repairs.

HEARTS



History • ecology • arts • reunion • trails • store

2023 In Review

HUGH TORANCE HOUSE AND STORE INC

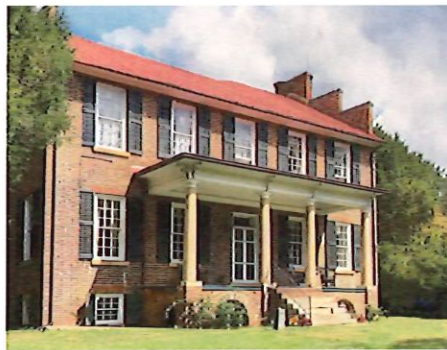
Huntersville Historic Landmark

The second year of HEARTS (history, ecology, art, reunion, trails, store) Happenings at the Hugh Torance House and Store surpassed our first year's success in every way. These free, monthly, place-based community gatherings featured music, visual arts, and lectures exploring local history, nature, and our shared sense of place.

New guests, repeat guests, new stories, and new connections have kept the momentum going towards establishing the Hugh Torance House and Store as a not-to-miss destination for locals and visitors alike.

The Hugh Torance House and Store is one of Mecklenburg County's few surviving 18th-century structures and is operated by the non-profit Hugh Torance House and Store Inc. The Store is adjacent to Cedar Grove, the 1831 Greek Revival home of James Torrance, son of Hugh and Isabella Torrance, which is now privately owned by Torrance Preserve.

Dedicated volunteers, HEARTS Circle members, community partners, and donations made store operations and events possible. All proceeds to Hugh Torance House and Store further the HEARTS mission of historic preservation, ecological conservation, and forging community connections in our region.



BY THE NUMBERS

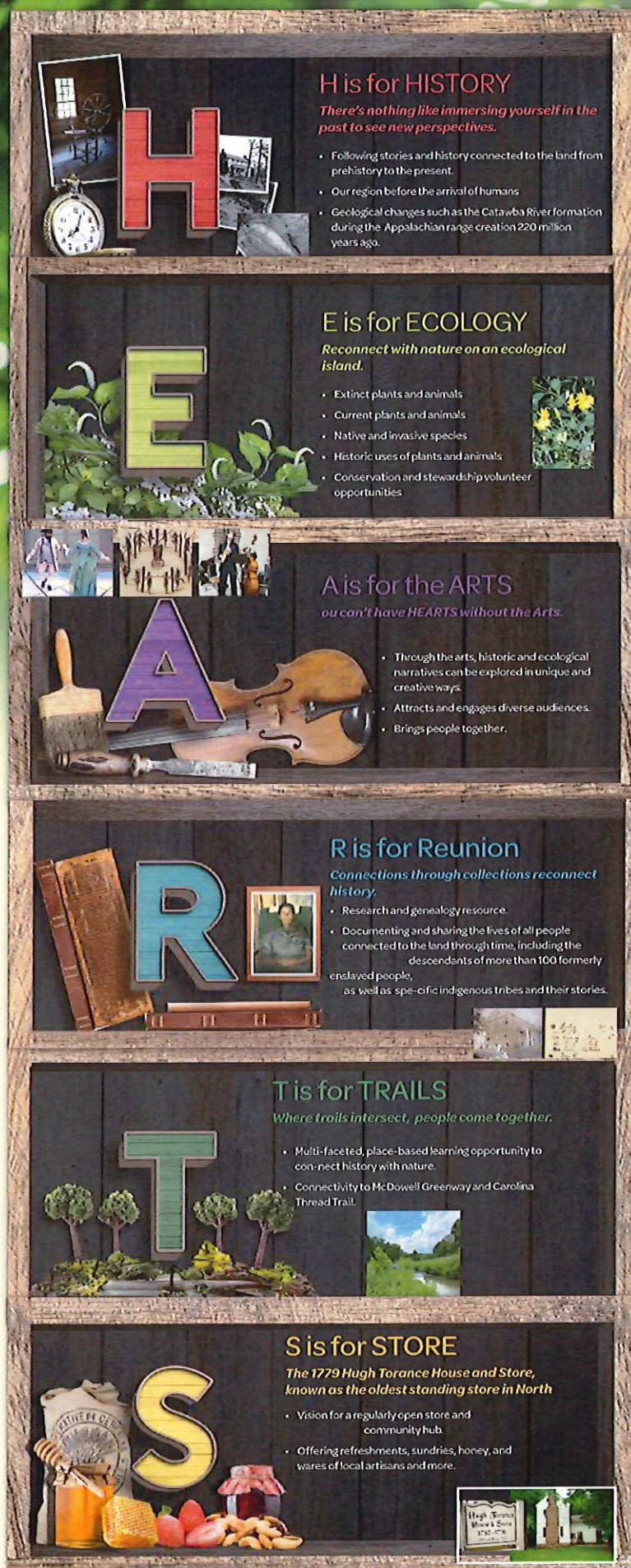
Total Visitors - 2318 - up 45% over 2022

Total Events - 74 - 23% more than 2022

Field Trips - 2 schools, 94 students - new in 2023

Website Subscribers - 1562 - up 160%

www.HughT.org Website Visits - 12,850 total - up 29%



Spotlight on the



REUNION PROJECT

CONNECTIONS THROUGH COLLECTIONS

The Reunion Project is the "R" in HEARTS and provides an important genealogical component with the mission to connect descendants of this land.

Many descendants of enslaved people seek connections to their heritage, which is often difficult due to a lack of documentation. Through the Reunion Project, we are bridging new connections bringing people together, and building community.

The Reunion Project has documented direct connections to this land's history to the surrounding historic African American communities of Long Creek, Miranda, Pottstown, and Smithville, and is currently building collections specific to these communities and historic African American sites in this region.

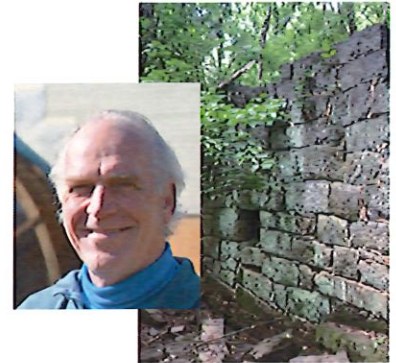
In addition, the project is seeking connections to the Native American heritage of this site as well. Home to Paleo Indians and the tribes of their descendants for thousands of years, the Reunion Project is also researching, collecting, and documenting this important history of the land.

Stories learned from these connections and collections will be shared at HEARTS events throughout the year, with an annual celebration of the Reunion Project each year for the Junion HEARTS event, which began in 2022.

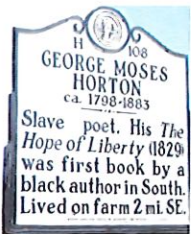
HEARTS FEATURED 2023 EVENTS

HEARTS Milling Around

Guests enjoyed an outing to the ruin of the historic Torrance Mill. The site of the ruin, once located on the vast Torrance plantation, is currently privately owned and normally inaccessible to the public, making this event a very special occasion. Renowned mill historian, **Chuck Ketchie**, shared his insights on the mill's architecture and history. Traditional musicians the **Carolina Thundermugs** entertained guests onsite with their authentic 18th-century ballads.



HEARTSongs Horton to Hip Hop



Award-winning actor **Michael D. Connor** shared the Torrance connection to George Moses Horton, the first published enslaved person in the US. Following Connor, award-winning Davidson College English & Africana Studies Professor, **Dr. Brenda Flanagan** examined the African American experience through poetry in the 19th and 20th centuries. Musical guest, NC native lyricist and rapper **Blaza**, performed his music from his pandemic project, with special thanks to saxophonist King Whale for his stunning solos.

HEARTS Irish Connection



The Hugh Torrance House and Store was built by an Irish immigrant who made his way to this area after landing in Philadelphia in 1763. **Tabitha Wood**, an adjunct professor at UNC Charlotte specializing in Irish history, shared her insights into 18th-century Ireland and the conditions that led thousands of Scots-Irish to set sail for America. Dancers from the **Connick-Reid Academy of Irish Dance** performed traditional Irish dance, and musicians **Andi Hearn and Davey Mathias** played traditional Irish music.

HEARTS Wildflowers and Bluegrass



Flower specialist and grower **Julia Rogers** from **Blackberry Ridge Farm** shared native wildflower plant lore and care, and native plant expert **Marion Sekerak** led "wildflower walks" on the historic grounds, sharing information and lore about the plants that played a part in Native American, African American, and colonial history. Native plants from **Dutch Buffalo Farm** and wildflower bouquets from Blackberry Ridge Farm were sold. Musical guest, **FaultLine**, a bluegrass ensemble from Charlotte, delighted guests with a dynamic performance.



HEARTS Junion



Junion featured local connections from the Reunion project, the "R" in HEARTS, which honors legacies and descendants of the enslaved people of this region. Noted genealogist and Reunion Project Co-chair, **Andre Kearns**, presented *Helping African Americans Trace Enslaved Ancestors*. Kearns is a descendant of **Charlotte Kerns**, enslaved to James G. Torrance, builder of Cedar Grove. The incredible **Thomas Rhyant** was the featured musical guest, dazzling the audience with his soaring vocals and sophisticated guitar work. Junion also featured the celebrated Charlotte dance company **Moving Spirits, Inc.**, who brought the dance traditions of the African diaspora in the American South alive on the grounds of Cedar Grove.



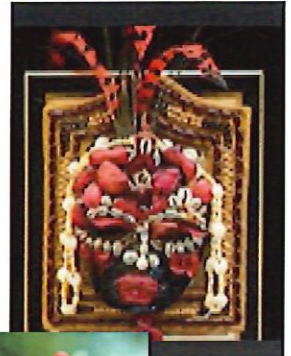
HEARTS FEATURED 2023 EVENTS

HEARTS Healing History



Healing History explored the traditional healing arts and plants of our region.

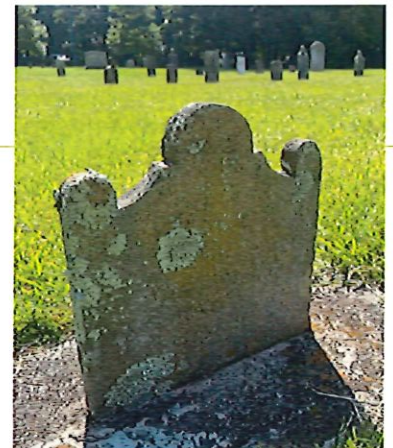
Aaron Kampe, a biologist on the faculty of UNCC, shared information about not only the healing properties of plants found onsite and how to identify them but also the people and cultures who have traditionally used them. **A.P. Rodgers**, old-time folk singer and songwriter, performed mountain ballads in a heartfelt journey filled with storytelling and banjo showmanship with **Isaac McDaniels** accompanying on guitar. The artwork of **Micaila Ayorinde (Ayo)** featured in Cedar Grove's hallways entitled, "Cultivating the Sacred Nature of Belonging," featured Ayo's masks created from mixed-media assemblages of found objects and natural items. She also facilitated an interactive collaborative mask creation with guests utilizing botanical elements found on-site.



HEARTS Sacred Grounds



A panel of esteemed local historians, educators, authors, and historic preservation advocates shared their expertise on the known and unknown regional cemeteries of early settlers and enslaved people in our region. **Betty Jane (Bee Jay) Caldwell**, author, re-enactor, and historic preservation advocate shared North Mecklenburg African American burial site history. **Dr. Gary Freeze**, retired professor of history at Catawba College in Salisbury, offered insights into Rowan's historic Thyatira and Third Creek churches and cemeteries. **Jason Harpe**, Public Historian/Director of Cemetery Conservation at Richard Grubb and Associates, Inc., shared information on Lincoln County's and North Mecklenburg's most historic burial sites. **Joel Reese**, Local History Librarian for the Iredell County Library, shared the history of Iredell County's oldest known burial ground, the historic Fourth Creek Cemetery. In addition, Reese was joined by **Dr. Lisa Mozer**, educator, and historic preservation leader, in sharing new GPR (ground penetrating radar) findings from the historic Green Cemetery, a notable burial site of emancipated enslaved people in Statesville, NC. Classical music was performed in the Cedar Grove parlor by **David Strassberg and Amanda Gentile on violin**, **Kirsten Allen on viola**, and **Liz Burns on cello**. **Julia Rogers from Blackberry Ridge Farm** shared information on the interesting and historic roles of periwinkle and yucca in burial sites.



HEARTS FEATURED 2023 EVENTS

HEARTS Harvest

"E" is for Ecology in HEARTS, and HEARTS Harvest explored the importance and impact of farmlands and wild open spaces in our region, featuring community preservation and conservation advocates **Frank Bragg**, **Bart Landess** with the **Catawba Lands Conservancy** and **Carolina Thread Trail**, **Zack Wyatt** with the **Carolina FarmTrust**, and **Erin Stanforth**, the **Sustainability and Resiliency Manager** for Mecklenburg County. **Michael Connor**, shared stories from well-known farms in the area. Historic maps were presented alongside modern maps showing preserved lands, as well as farmlands slated for new developments coming soon. Musical guests "**Channeling Granny**" featured **Gina Stewart**, a Huntersville native and farm descendent. **Elizabeth Bradford's** stunning nature paintings were featured in an extraordinary one-day-only show. Guests were also treated to an artist's talk by Bradford, who shared her artistic journey influenced by her childhood on the Bradford Farm and her lifelong appreciation of nature.



Spirit Day



A children's event featuring traditional Halloween games with Irish origins, Spirit Day honors the Scots-Irish heritage of Hugh Torance and the Celtic roots of Halloween and the Jack-o-lantern. One of their most important days was Samhain (pronounced SAH-wain). This was a fall harvest festival held annually on the cross-quarter day between the autumnal equinox and the winter solstice, which falls around October 31st.



HEARTS Meck Dec the Halls

Did a feisty group of Mecklenburg County patriots really beat Thomas Jefferson to the punch and declare independence in 1775? **David Fleming's** new book, *Who's Your Founding Father: One Man's Epic Quest to Uncover the First, True Declaration of Independence*, tackles the Meck Dec story in the entertaining and often-irreverent style that has become his signature. Fleming shared new evidence discovered in his pursuit of the truth, and his fresh approach to this age-old debate for guests. The arts were alive at the event with musical performances by the **Torrance Chapel Gospel Singers** and legendary singer-songwriter **David Childers** and **The Serpents**. The surreal and dreamlike artwork of **Robert Childers** was featured in Cedar Grove's hallway.



HEARTS FEATURED 2023 EVENTS

18th-Century Christmas at the Store

On the first three Sundays in December special holiday themes were presented:

- Hanging of the Greens
- Holiday Crafting
- Carols & Feasting



Ghost Tours

Authentic ghost hunt of the building and grounds using real investigative tools led by members of the Charlotte Area Paranormal Society (CAPS).



2023 New Initiatives

Introducing our Foodways Team: Our new historic Foodways Team is our latest place-based interactive experience, offering guests an opportunity for hands-on learning of traditional cooking methods outside on an open fire.



Additional Tours and Community Outreach

Mecklenburg County Tour
Community Service Day by Scout Troop 248
Rural Hill Auxiliary
Visit Lake Norman Ambassadors
Leadership Lake Norman
Junior Leadership Lake Norman
Historic Huntersville Day
Lincoln County Historic Tour
Imagery Mt. Holly
NC AF AM Historical Genealogical Society
Fort Dobbs DAR





HISTORY

ECOLOGY

ARTS

REUNION

TRAILS

STORE

Place-based experiences explore how nature, history, culture, and the built environment work together to make a place unique, providing concrete context to better understand the deep history of a particular place through connections to broader themes.

HEARTS events provide place-based experiences connecting hearts through time.



Upcoming free community events
by the Hugh Torance House and Store

www.HughT.org



Group tours and volunteer opportunities for stewardship, preservation, and conservation are available.

For more information, visit www.hught.org, email info@hughtorancehouseandstore.org, or call (704) 920-9931.

The historic Hugh Torance House and Store is located at 8231 Gilead Road, Huntersville, NC 28078. Mailing address is PO Box 2674, Huntersville, NC 28070.

HISTORIC RURAL HILL



Nonprofit Funding Request **FY24-25**

Name of Organization Historic Rural Hill

Mission of Organizatic Rural Hill is a Historic Site, Nature Preserve, Field Trip Destination, Cultural Events Site, Farm, and celebrates and promotes Sc

Have you been awarded any ARPA funding? If so, list year, amount and source.

Year	Amount	Source

Primary Contact Information Regarding Funding Request:

Name: Stacy Phillips
Email Address: Stacy@Ruralhill.net
Address 4431 Neck Road
Phone Number 704-533-4685

Executive Director Contact Information:

Name: Stacy Phillips
Email Address: Stacy@Ruralhill.net
Address 4431 Neck Road
Phone Number 704-533-4685

Total Amount of Funding Requested: \$35,000 Will any of the requested funds be used to match other grants? If so, which grants?

Tax Exempt Status: (circle applicable status)

- 501(c)(3)
- 501(c)(4)
- 501(c)(5)
- 501(c)(6)
- 501(c)(7)
- 501(c)(8)
- 501(c)(9)
- Other (Please explain)_____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds: Historic Rural Hill is a 265 acre nature preserve, working farm, and historical site. We are focused on ensuring we continue to have more public events, field trips, and other ways to have the community out for events, but also continue to work towards maintaining our historical sites like the Bethesda Schoolhouse, the Davidson Schoolhouse, If applicable, please described the target population that will be served with the requested funds: We strive to make Rural Hill accessible to as many demographics in our local community as possible, while also bringing in tourism dollars with our larger events. How will the program or service for which funds are requested address the problem or identified need? By receiving funding Rural Hill is allowed ways to maintain our day-to-day operations and also provide lowcost/free programming to the community, maintain our grounds/farm, and so How many Town residents will be directly impacted by the funds requested? In 2023 Rural Hill had over 17k Huntersville residents attend our events and had people from 35 states and 5 countries also visit. We are unable to track daily park visitors, but that number would be safe to guess Describe the impact on your organization, clients, service or program if the requested funding is not approved? We will have to reduce our free/reduced programming, cut back on the events that we offer, and not provide critical repairs that are needed to our historic buildings. Describe the organization's relationship to Town Departments related to services or programs that your organization provides: How does your organization coordinate those services with Town provided services? Is there any duplication of service? We do not duplicate any services and provide unique experiences in the community. The trails will eventually connect to Rural Hill so it is critical we are a place of pride for the town.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved. Event attendance and any tracking measures the town would like to see in addition to.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

DocuSigned by:

Stacy Phillips

Date: 3/8/24

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Print Name **Stacy Phillips**

Print Title **Executive Director**

PERFORMANCE MEASUREMENT

Organization Name:

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Loch Norman Highland Games & Scottish Festival	10,000	15,211	15,000	TBD	12,000
Amazing Maize Maze	28,000	25,673	30,000	25,326	25,000
Sheepdog Trials	6,000	3,054	6,000	6,048	6,000
NC Brewersfest (on pause for 2024)	4,000	3,739	NA	NA	TBD
Various community events, dinners, etc..	NA	NA	500	1,374	1,200

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Loch Norman Highland Games - broader community reach & involve	10,000	152.11%	15,000	TBD	12,000
Amazing Maize Maze - corporate events, private rentals, & special	28,000	91.69%	30,000	84.42%	25,000
Sheepdog Trials - moved to 1st week in November to not compete	6,000	50.90%	6,000	100.80%	6,000
NC Brewersfest (on pause for 2024 to reassess)	4,000	93.48%	NA	NA	TBD
Various events - offering more small events like Historic Huntersvil	NA	NA	500	274.80%	1,200

BUDGET DETAILS

Organization Name:

Service / Program Budget

Revenue	FY 2023	FY 2024	FY 2025
County Funding	0	\$20,000	\$20,000
Town of Huntersville Funding	\$20,000	\$20,000	TBD
Other Municipality Funding	NA	NA	TBD
United Way Funding	NA	NA	NA
Federal and State Funding	\$9,255.89	NA	TBD
Local Contributions	\$15,000	\$43,022.68	TBD
Program/Service Fees/Other fees	\$600,000	\$550,000	TBD
Other (Please specify):			
Total Revenue	\$644,255.89	\$633,022.68	\$20,000

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses	\$160,000	\$160,000	\$175,000
Operating Expenses	\$185,000	\$190,000	\$200,000
Capital Expenses	NA	NA	NA
Other (Please Specify):	NA	NA	NA
Other: Please specify:			
Total Expenses	\$345,000.00	\$350,000	\$375,000.00

PERFORMANCE MEASUREMENT

Organization Name: Hope House Foundation

Service Outputs

Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560
Outputs	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
# of unduplicated Residents (including family members)	45	32	60	53	65
Number of duplicated (contacts) with adults enrolled in the program.	800	1200	1200	2878	3000
# of contacts with individuals experiencing homelessness not enrolled in	400	346	300	534	550
# of "At-Risk" Families enrolled in the program.	5	0	5	5	5
# of Housing Units Available	5	5	5	5	7

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%
Outcomes	FY 2023		FY 2024		FY 2025
	Target	Actual	Target	Actual	Target
Outcome: Participants enrolled gain and/maintain knowledge of and have access to community supports, can access services and increase knowledge of employment, financial and emotional resources (indicators demonstrated at exit by an increase score on the LDRS (Life Domain Rating Scale) numerical scale rating.	95%	100%	95%	100%	95%

Outcome: Participants improve/maintain their job readiness and/or skills (indicator - as) demonstrated at exit by an increase on the Employment Readiness numerical rating scale.	90%	100%	90%	100%	90%
Outcome: Participants have the knowledge and skills to increase/maintain their financial stability (indicator - as) demonstrated at exit by an increase score on the Financial Literacy numerical rating	85%	90%	90%	90%	90%
Outcome: Participants will develop skills to obtain permanent, safe and stable affordable housing (indicator - as) demonstrated at exit by and increase score on the LDRS ~ Living Situation Domain numerical rating	85%	100%	90%	100%	90%
Outcome: Participants will increase financial stability and reduce debt (indicator -as) demonstrated at a decrease in debt from intake to exit as listed on the FBRs~question # 9.	80%	90%	85%	95%	90%

BUDGET DETAILS

Organization Name:

Hope House Foundation

Service / Program Budget

Revenue	FY 2023	FY 2024	FY 2025
County Funding	\$ -		
Town of Huntersville Funding	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Other Municipality Funding	\$ -		
United Way Funding	\$ -		
Federal and State Funding	\$ -		
Local Contributions	\$ 595,000.00	\$ 325,500.00	\$ 325,500.00
Program/Service Fees/Other fees	\$ 30,000.00	\$ 24,000.00	\$ 24,000.00
Other (Please specify):	\$ 150,300.00	\$ 253,000.00	\$ 253,000.00
Total Revenue	\$ 795,300.00	\$ 622,500.00	\$ 622,500.00

Expenses	FY 2023	FY 2024	FY 2025
Salaries and Related Expenses	\$ 205,122.00	\$ 226,300.00	\$ 226,300.00
Operating Expenses	\$ 164,450.00	\$ 186,767.00	\$ 186,767.00
Capital Expenses	\$ -		
Other (Please Specify): Contract Services	\$ 60,500.00	\$ 62,400.00	\$ 62,400.00
Other: Please specify:			
Total Expenses	\$ 430,072.00	\$ 475,467.00	\$ 475,467.00



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Approval of Minutes - June 3, 2024

EXPLAIN REQUEST:

Consider approving the minutes of the June 3, 2024 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

June 3, 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 June 3, 2024.

GOVERNING BODY MEMBERS PRESENT: Mayor Pro Tem Jennifer Hunt; Commissioners Alisia Bergsman, Amanda Dumas, Edwin Quarles, and Nick Walsh. Mayor Christy Clark and Commissioner LaToya Rivers were not present.

Mayor Pro Tem Hunt called for a moment of silence.

Mayor Pro Tem Hunt led the Pledge of Allegiance.

ANNOUNCEMENTS

Family Health and Fitness Day Workout at HFFA on June 8.

Police Department Updates

- Safety Town and Summer Youth Camp are full.
- Child Seat Safety Seminars held the 2nd and 4th Tuesdays of every month.

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

PUBLIC COMMENTS

National Gun Violence Awareness Day Proclamation. Mayor Pro Tem Hunt proclaimed June 7, 2024, as National Gun Violence Awareness Day.

A PROCLAMATION FOR NATIONAL GUN VIOLENCE AWARENESS DAY

WHEREAS, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded; and

WHEREAS, North Carolina, in an average year, has 1,636 gun deaths, with a rate of 15.3 deaths per 100,000 people, a crisis

that costs the state \$19.5 billion each year, of which \$471 million is paid by taxpayers. North Carolina has the 23rd highest rate of gun deaths in the United States (*everystat.org*); and

WHEREAS, cities across the nation, including Huntersville, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, mayors and law enforcement officers, in partnership with local violence intervention activists and resources, who know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence; and

WHEREAS, on January 29, 2013, 15-year-old Hadiya Pendleton was tragically shot and killed; and so, on her birthday, June 2, people across the US recognize National Gun Violence Awareness Day; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 7, to help raise awareness about gun violence and to pay tribute to Hadiya and all victims and survivors of gun violence and the loved ones of those victims; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, I, Jennifer Hunt, Mayor Pro Tem of Huntersville, do hereby proclaim June 7, 2024 as “**NATIONAL GUN VIOLENCE AWARENESS DAY**” 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 3rd day of June, 2024.

Global Wellness Awareness Day Proclamation. Mayor Pro Tem Hunt proclaimed June 8, 2024, as Global Wellness Awareness Day.

A PROCLAMATION FOR GLOBAL WELLNESS AWARENESS DAY

WHEREAS, wellness is an active process of becoming aware of and making choices towards a healthy and fulfilling life. It is more than being free from illness, it is a dynamic process of change and growth; and

WHEREAS, embarking on a wellness journey is a process of searching for the appropriate tools to make you a healthier and happier human being, plus discovering your own effective methods to use these tools for continued growth and development; and

WHEREAS, since 2012 the second Saturday of June is celebrated as Global Wellness Awareness Day, an international day dedicated to living well, both physically and spiritually; and

WHEREAS, this day provides an excellent opportunity for the Town of Huntersville to demonstrate its support for this better living movement through our parks, fitness centers and greenways; and

WHEREAS, the purpose of setting aside this one day a year is to raise awareness of the importance of wellness by directing the thoughts of both individuals and society towards the possibility of living a better life every day. The main aims of the day are:

1. To recognize the value of our lives
2. To pause and think, even if for just one day of the year
3. To be free from the stress of everyday city life and bad habits
4. To make peace with ourselves
5. To raise awareness about living well and increase motivation, not just for today, but for the remaining 364 days of the year.

NOW, THEREFORE, I, Jennifer Hunt, Mayor Pro Tem of Huntersville, do hereby proclaim June 8, 2024 as “**GLOBAL WELLNESS AWARENESS DAY**” 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 3rd day of June, 2024.

Downtown Plan Update. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Brian Richards, Planning Director, provided update on goals.

- Under contract and work has begun on updating Town Design Guideline book.
- Staff will begin updating the Downtown Parking Plan.
- Woonerf – finalizing contract for the design and public input for Maxwell Street, south of Huntersville-Concord Road.
- Under contract and work is ongoing on Arborist Tree Assessment Report.
- Town has grant to begin studying regional stormwater solutions for downtown.

Anthony Roberts, Town Manager, reviewed downtown projects. The Gilead Road Mixed Use Project should see the first residential tenants in September/October 2024 and first commercial tenant the second quarter of 2025. The Town Center Project should see the first residential tenants in November/December 2024 and the first commercial tenant in the first quarter of 2025. Maxwell Townhouses should see the first residential tenants in November/December 2024.

Commissioner Bergsman asked about the status of Golden Cow.

Mr. Roberts said the last update I had on that was rates and partnerships. Rates have obviously climbed and a lot of folks are starting to sit tight right now, so that's all I have on that. Not good news, but he's still there.

Joe Sailors said I live in Huntersville. I'm here for a couple of requests. One is the subdivision that I live in, Westminster Park, they are out there actually repaving today Westminster Drive.....patching it, let's not say repaving it. I have asked staff for us to be moved up on the process because undoubtedly, we don't meet the percentage that is required for them to come in and actually pave it. Although, back in 2021 I was told that we were on the list for that year, but because of COVID I guess it didn't get processed. They're patching places now that have already been patched as many as three and four times. It's not a wagon trail, but we're thankful we've got pavement, but it does need to be addressed because of so much cut-through that is happening from Mt. Holly-Huntersville Road over to Beatties Ford. I don't know what the count is today, but at one time the count was high enough that necessitated the speed bumps to be added. The second thing I'm here about is the Overhill project that is starting back up because of the failed contractor that the Vermillion owner had to rehire somebody. He ended up selling the project to D. R. Horton as I understand it, and D. R. Horton has now started back doing the grading and the building and whatever to get that project up and running, and as a result we are seeing dump trucks, tractor trailer trucks, loads of block, come up Westminster Drive. We had a public hearing and in the public hearing we were told they would require the contractor to use Carver Drive to enter and exit this subdivision, that there would not be traffic diverted into Westminster Park on Westminster Drive/Wedgewood/Overhill/Pembroke/Shields and that is beginning to happen. I have called staff and asked them to check on it and the statement I got back from staff was because it was not in the minutes for the motion to not allow the trucks to use Westminster Drive, Pembroke and Shields, they couldn't enforce it, although it's in the public hearing.

Mayor Pro Tem Hunt said Mr. Sailors, I'm sorry your time is up.

Mr. Sailors said in the public hearing it was stated that they would keep them off of those roads. I was going to tell you about the budget, but I run out of time.

BeeJay Caldwell said this is the first time I've seen this new Board in action, so it's a little bit different than when I used to come back in 2022. I have remarks to the Town and it's in reference to the attached pages that you have. *Refer to Exhibit No. 2.* You'll see that there are photographs on the back of it and it's in regards to my home street, New Haven Drive. It's in the ETJ of Huntersville, but I am a county resident and the streets in question are all roads handled by the state. In reference to the attached page, I must admit that I was embarrassed and surprised when my documents to the individuals involved did not warrant a reply. In this day and time I had not expected this type of bias. As of today, no one from the Town has reached out or communicated to me. To be snubbed by them seems unusual. My motive in this is that of a life-long citizen who wants to prevent a potential accident that may save my life or that of another resident as I/we drive that road several times a day. That is why I am sharing a narrative and photographs to assist in portraying a visual of the home in a gully on New Haven Drive, which is my assessment of a danger the new dwelling proposes. I may not have time to read this, but I'll do my best. Holbrooks Road is the main street into Pottstown and New Haven Park, a development due north of Holbrooks Road. New Haven Drive is 18' wide. It connects with Star Court to form a curve with a 45-degree angle. A new home was built in this blind curve on the side of a hill less than 50' from the road that required over 100 loads of dirt to shore up the hillside where the home was built. New Haven Drive continues down a hill where a 100-year-old pond was drained and a home built on in 2022 and it intersects with Berkley Avenue, which forms a "T" intersection at Holbrooks Road.

Lots in New Haven were plotted in 1959-1960. The three streets in the development have no infrastructure or drainage system with some new homes not having a driveway connection to help divert the rainwater from the older residents' homes. Septic tanks were discouraged as the soil does not perk. Some residents have them and others have CMUD sewage system service. Fast forward to 2017 when flooding was never an issue until Vermillion/Valencia developments were built. Two sewage lines were created for the new homes on Holbrooks Road. New Haven Park had 16 homes until 2018 when it became the last frontier where land not in a development was for sale. Since 2018, 11 new homes have been built by different contractors and flooding has increased. We know we need to get with DOT because they are state roads.

Phil Carey said a couple of things I wanted to talk to you guys about tonight primarily having to do with fiduciary responsibility as you guys sit on the dais this evening. I'm a city guy in terms of I view Huntersville as a city, so if you guys hear me say city, I understand that the charter says town, but when you are the 16th largest population center in the whole entire state and you share a county with the 15th largest population in the entire country, there's a mindset difference and that's one of the things that I wanted to talk to you guys about tonight because you guys took an oath that said when you make a vote, when you are up discussing, you are doing what is best for the city, not for an individual, not for your business partner, not for the person that gave you a wink and a nod, not for your best buddy. You are doing what needs to be done in your opinion for the city of Huntersville. As you guys start this process with the budget, as you guys look at other votes that you have had and will have, my ask is that you do that on a consistent basis – be able to communicate verbally to all of us for the record why you took a vote – no shortcuts, no winks, no talking to your buddies and I'm saying this because I'm going to have to come back and give you guys some information on some things that have happened in the past – factual information that is unacceptable and you guys are going to have to say well, that is kind of unacceptable or you're going to say yeah, that is for the best interest of the city and Phil is wrong. But it's very important that you guys make sure that you are doing what is best for the city at all times, no exceptions. If there's any point in time that you are struggling with that, you're just too close to an individual or you are too close to a business partner or whatever, recuse yourselves. I snooped a little bit. I saw the attorney and she's very qualified in terms of government background. That's the person

that you are going to go to and just ask her – I’ve got a relationship here or I’ve got this and that. I guarantee you, she’ll be able to rattle off two or three questions to determine whether or not you need to recuse yourselves. But it’s very important that you guys do that because what’s happening in the past that I have seen and that I’m going to have to talk about is unacceptable to me and I hope it’s unacceptable to you all and as a municipality that is this large, you’ve got to do better than what we have had in the past. You’ve got to and so that’s what I’m here to say today. I will be back with some other details, but you’ve got the resources right here to make sure you are doing the right things all the time, use them. You don’t need to look outside, you’ve got it right here.

AGENDA CHANGES

Commissioner Quarles made a motion to adopt the proposed agenda. Commissioner Bergsman seconded the motion. Motion carried 5 to 0.

CONSENT AGENDA

Approval of Minutes – April 29, 2024. Commissioner Quarles made a motion to approve the minutes of the April 29, 2024 Special Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Approval of Minutes – May 6, 2024. Commissioner Quarles made a motion to approve the minutes of the May 6, 2024 Regular Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Approval of Minutes – May 8, 2024. Commissioner Quarles made a motion to approve the minutes of the May 8, 2024 Special Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Approval of Minutes – May 15, 2024. Commissioner Quarles made a motion to approve the minutes of the May 15, 2024 Special Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Approval of Minutes – May 20, 2024. Commissioner Quarles made a motion to approve the minutes of the May 20, 2024 Regular Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Approval of Minutes – May 22, 2024. Commissioner Quarles made a motion to approve the minutes of the May 22, 2024 Special Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Operations Center Lease Agreement – ElectriCities. Commissioner Quarles made a motion to approve Fifth Amended and Restated Operations Center Lease Agreement with ElectriCities. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Fifth Amended and Restated Operations Center Lease Agreement attached hereto as Exhibit No. 3.

Capital Project Ordinance Amendment for Transportation Projects. Commissioner Quarles made a motion to adopt Eighth Capital Project Ordinance Amendment for Transportation Projects. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Eighth Capital Project Ordinance Amendment for Transportation Projects attached hereto as Exhibit No. 4.

Budget Amendment – Parks & Recreation Sponsorship Revenue. Commissioner Quarles made a motion to approve budget amendment appropriating Sponsorship Revenue in Parks & Recreation for \$14,000 for Growers Market, LaLaCaboosa, Movies in the Park and Just Kidding Around events. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Budget Amendment – The Park Greenway. Commissioner Quarles made a motion to approve budget amendment appropriating General Fund Balance in the amount of \$170,000 for The Park Greenway design due to the additional greenway length. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Budget Amendment – Pedestrian Crossing. Commissioner Quarles made a motion to approve budget amendment appropriating Fund Balance in the amount of \$275,000 for the enhanced pedestrian crossing of NC 115 at North Mecklenburg High School. These funds will be used for the design, right-of-way and construction of the pedestrian crossing. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Community Development Block Grant Cooperative Agreement. Commissioner Quarles made a motion to approve Community Development Block Grant Cooperative Agreement with Mecklenburg County. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Community Development Block Grant Cooperative Agreement attached hereto as Exhibit No. 5.

Call for Public Hearing – Petition #TA24-06. Commissioner Quarles made a motion to call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078 on petition #TA24-06 Farmhouse Cluster Changes, a request by the Town of Huntersville Staff to amend Article 3.2.1(e), 3.2.2(e), and Article 12.2.1 "Open Space" to amend farmhouse cluster requirements by requiring an 80' vegetated buffer along the street frontage and to not allow open space and tree save to be located within private building lots. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Call for Public Hearing – Petition #TA24-07. Commissioner Quarles made a motion to call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-07, a request by the Huntersville Planning Department to amend Article 3.2.3(c) of the Huntersville Zoning Ordinance, eliminating the family-only occupancy requirement from the General Residential district regulations to achieve consistency with the rules governing Accessory Dwelling Units in other residential zones. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Call for Public Hearing – Petition #TA24-08. Commissioner Quarles made a motion to call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-08, a request by the Huntersville Planning Department to amend Article 12.2.1 of the Huntersville Zoning Ordinance, to update the language to specify where a Family Care Home's one-half mile radius distance is measured from. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Call for Public Hearing – Petition #TA24-09. Commissioner Quarles made a motion to call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-09, a request by the Huntersville Planning Department to amend Article 8.10 and Article 12.2.1 of the Huntersville Zoning Ordinance, to closer align our rules regarding building separation to North Carolina Building Code Standards and North Carolina Residential Code Standards. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

Call for Public Hearing – Petition #TA24-12. Commissioner Quarles made a motion to call a public hearing for Tuesday, August 6, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-12, a request by the Huntersville Planning Department to amend several sections of the Huntersville Zoning Ordinance. The purpose of the amendment is to transfer selected uses from being permitted by Special Use Permit to Conditional District Rezoning and with Conditions, and delete some uses permitted by Special Use Permit. Commissioner Walsh seconded the motion. Motion carried 5 to 0.

PUBLIC HEARINGS

Petition #ANNEX24-01. Mayor Pro Tem Hunt called to order public hearing on Petition #ANNEX 24-01, a request by Shea Homes Carolina, LLC, to annex 59.462 acres into the Town of Huntersville.

Brian Richards, Planning Director, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 6.*

The Petitioner, Shea Homes Carolina, LLC has filed a petition to consider voluntary, non-contiguous annexation. A Resolution of Intent to Annex was adopted by the Board of Commissioners on May 6, 2024. The proposed area to annex is 59.462 acres. All statutory requirements for annexation have been met.

Staff recommends approval of Petition #ANNEX24-01.

There being no questions or comments, Mayor Pro Tem Hunt closed the public hearing.

OTHER BUSINESS

Petition #ANNEX24-01. Petition #ANNEX24-01 is a request by Shea Homes Carolina, LLC to annex 59.462 acres into the Town of Huntersville.

Brian Richards, Planning Director, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 7.*

Commissioner Bergsman made a motion to approve the Ordinance on Petition #ANNEX24-01, a request by Shea Homes Carolina, LLC to annex 59.462 acres into the Town of Huntersville.

Commissioner Walsh seconded the motion.

Motion carried 5 to 0.

Annexation Ordinance attached hereto as Exhibit No. 8.

FY25 Electric Rate Changes. David Lucore, Electric Systems Manager for ElectriCities, said I have the recommended FY25 electric rates for your approval this evening. *Refer to PowerPoint attached hereto as Exhibit No. 9.* To begin with, there are no proposed increases in retail rates for residential, commercial or industrial, but there are a few minor changes. The REPS charge, that has decreased for this year and that is something that is added to each customer's bill and it's determined what the value is or should be by the Power Agency, so it's a pass through for renewable energy credits. Residential is a slight decrease of 2 cents. Commercial is a little bit decreased and industrial a little bit more than that.

There are two additional rates that I am recommending. The first one is a Renewable Energy Credit Rate Rider (RECR-2) and this is for solar and any kind of renewable energy. The current methodology that we have is a buy-all/sell-all methodology, which basically means that everything that a customer's solar panels or other renewable energy source, they are required to sell all of that energy to the utility and the utility is requiring to purchase all of that energy at the avoided rate cost. The new rate will provide a net billing methodology which allows consumers to actually use the energy that they produce in their homes and then any excess that they produce and comes back on the utility, they will be credited at the avoided rate cost. If there's no energy transfer between their solar panels and the utility then their bill would only be based on what they've actually consumed from the utility, so there's a little bit of difference in methodology there. This rate would not be effective until October 1. We are in the process of updating our customer service billing software and we need to have that in place so that we can accurately bill this new rate. We also need to buy additional electric meters that can meter both forward and reverse current in energy, so that's the reasons why the delay is until October 1 to allow us to get those in place.

The second rate that I'm recommending is a low load factor commercial service schedule. This is for individual EV chargers, welders, many other kinds of customers whose usage is very low but continuous. The way this is metered we don't have a rate schedule to meter this type of service that would accurately recoup the investment that we are putting into that kind of service. I'm recommending we add that in the next fiscal year.

All of these fee schedule changes that I'm recommending are due to increased costs, labor, materials, fuel. Everything has increased and we need to keep up to what our expenses are. As you can see, there's some changes on the reconnect fee, returned check fee. A lot of these have not been raised in many years and just trying to bring those into alignment with current prices and cost.

Commissioner Bergsman said could you provide some more information on the new rider. There's that additional metering monthly cost that's mentioned in the agenda packet. Can you just give a little explanation on what's the reasoning and why we need that.

Mr. Lucore said the meter that will register both directions is a higher cost meter and we have to pass that cost on to the customer. To maintain that meter, it cost more money basically. That's a monthly recurring charge and it's a little over \$2, but that's typical of any net billing methodology.

Commissioner Hunt said can you talk about the off-peak charging.

Mr. Lucore said a question was asked about off-peak or the way we refer to it in the utility industry it's time of use and basically a customer would be billed for the energy they consume based on the time of the day that they use it. Peak times would be more expensive, off-peak times would be less expensive. At this current time there's no need to add a time of use rate. The utility system is in good shape. We are not to the point that we need to add a time of use rate. As customers continue to add more EV

chargers and more loads to the system, then that will be something that we may need to look at in future years to try to incentivize people to use energy in the off-peak period to reduce our peak loads.

Commissioner Walsh made a motion to approve the FY25 electric rate changes.

Commissioner Bergsman seconded the motion.

Motion carried 5 to 0.

Electric Rates and Electric Service Policy attached hereto as Exhibit No. 10.

FY2025 Budget Ordinance. Anthony Roberts, Town Manager, said I spoke to Commissioner Rivers earlier today. I told her I would say this, I know it doesn't mean anything, but she said let everyone know that she is in favor of the budget. I told her I would say that, so I'm saying it. As far as the FY25 Budget Ordinance, I don't really have a presentation on it. Ultimately, we would ask you to adopt the ordinance and that will set the tax rate at 22.75 cents.

Commissioner Walsh said I will also be supporting the budget this evening. I want to thank all the staff members who are part of this budget process. Under the leadership of our Town Manager Anthony Roberts, you spent countless hours providing input for the budget. The process started back in February and culminates with our vote this evening. This is a good budget for the Town and our citizens. It addresses the needs of a growing municipality. We are investing in our future including our new municipal fire department and more police officers. We will soon be using voter approved bond money to support our commitment for infrastructure projects including more roads, sidewalks and greenways. Our most important asset is our Town employees. This budget shows our support for them by addressing our employees' pay. Again, thanks to the staff and my fellow Board members for all the hard work putting this budget together.

Commissioner Dumas said I wanted to take a moment to thank the staff and those who attended our sessions over the last few weeks. That was the first time we'd ever done public sessions with discussion and open questions to our staff. It took a lot of work and a lot of effort and a lot of hours that aren't business hours for our staff, so I'm really grateful to Jackie and the rest of the team for doing that. Thank you so much. For everybody who attended and asked questions and joined us, it was valuable to me and I don't want to speak for everybody else, but I believe valuable to the rest of the team here. I am personally not excited about a 5-cent tax increase and I wasn't sure when I saw the proposed budget that I was going to be able to be in favor of it, but I have reviewed the 600-page budget. I have asked questions and pushed back on line items that stood out and I've pushed back on several projects over the last several months and had conversations over the last several weeks about projects that might be able to be pushed. The fact is that our town is in desperate need of investment, a lot of what Nick has already commented on. More people brings more revenue, yes, but it also brings more expense and it's happened so quickly in our town that widening a road or adding roads or finding connectivity costs money and we haven't been able to stay on top of that. We haven't planned enough in the past and haven't invested in that growth effectively. If we had, we wouldn't be feeling the pain as bad as we are right now. We wouldn't have orange cones at every corner like we do right now, or so much traffic and safety issues on holidays and weekends. We're taking action to make sure that we are in a better place. It's ultimately what's right and best for our town. I am also in favor of this budget.

Commissioner Quarles said if I was able to, I would exempt myself from paying taxes, but I'm not exempt. As Commissioner Walsh said, we've received an abundance of information in regards to the

budget as far back as February. We've had the community engagements and we've also gotten emails, so I want to thank those who have come out, but I can say that overwhelmingly we got more people in support of us moving forward with the Manager's approved budget which says a lot about our constituents. I'm not going to dwell on the indecisions of the past, nor am I going to talk about any misleading rhetoric. If I do, that angry cup of coffee may appear again. Huntersville will no longer be the municipality with no full-time fire department. I think we should have done that quite some time ago and I'm happy that this budget will support a full-time fire department. I talked to a woman a few weeks ago. Her 17-year-old son was in a car accident on 73. She and her husband were out of town and they panicked because it took some time for the first responders to get to their son. This past Wednesday we had a fatal accident on Highway 73. Less than 24 hours after that the fire department was at The Landings attending to a massive fire there. Twenty-four hours after that, Commissioner Rivers and myself were here in this Board Room and we heard the fire trucks screaming down the road. They are an extremely busy fire department. I would not want to move forward without having enough fire fighters to fill the seats in our fire trucks. I would not want to be the parent who says I wished I would have had more support with our fire department. Our town has not used any Town funded dollars on our police department. Community, we hear you guys. We see on your social media posts and your comments to us that I wished I was notified about this incident or that incident. This budget will allow us to have proper police staffing to patrol your neighborhoods and to get you the information that you need. This budget also is loaded with road projects. We've heard the former mayor talk about delayed projects. That's probably why we have the problems we have today is because road projects were delayed. As Commissioner Dumas said, we need to invest in our town, so this budget is definitely investing in our roads, public safety and with that I must say that I will be supporting the Manager's proposed budget.

Commissioner Bergsman said first I want to thank the community members who attended one of our budget information sessions or multiple in some cases. I greatly appreciate everyone's opinions and thoughts in this process. I also want to recognize the hard work accomplished by the Mayor and my fellow commissioners in the diligence you put into this process. To our staff, when the Board asked for more participatory budget process you really stepped and delivered to an incredible level and I thank you for that and I believe I can speak for all of us that we thank you for that. I'm still at awe at all you were able to accomplish in a short period and the efficiency with which you put together a well thought out budget that delivers on numerous desperately needed road and transportation improvements, the transition to a full-time fire department and also incorporates recommendations from the recently completed compensation study. I recognize and salute your hard work. It's a good budget and it's investing in our community, which we need to do. As we move forward, I did also want to recognize a few comments that were made during the public hearing and engagement sessions about incorporating the separate solid waste fee into the tax rate and it reminded me of some notes I took last year during last year's budget talks. I empathize with the frustration on this topic. I think a change like this should not be made hastily without due diligence, study and guidance from our staff and experts. However, I would love to see the Board in the next year ask staff to study options on this. I believe it could be more equitable than our current policy if we are able to incorporate the solid waste fee into the tax rate in a way that more single-family homeowners would pay either the same amount or less than the current annual fee, and I do support this budget.

Mayor Pro Tem Hunt said as my fellow commissioners have noted, all of us have spent hours reviewing capital improvement projects and the FY25 budget book which is the size of a novel. We cut things out, we asked questions of staff and each other, answered questions from residents, we interacted with Jackie's Excel spreadsheet. While no one could see every single action we took, we grappled with this and gave it serious deliberation. No one wants to pay more taxes, right. Many of us were hit with the

county reval and we are not immune from paying the tax increase either, however I am keeping in the forefront of my mind what I am getting for this increase and how I'm investing in the community that I love. So for \$15 to \$20 a month we're getting full-time firefighters, increased police protection, investing and retaining our amazing staff, road improvement projects, greenways and more. Politically it might be better for me to make a different decision and say that I don't support anything beyond the 2.8 cents for the bonds. That might be politically expedient for me. However, I think it's the right thing to do to properly invest in the town because it's not just about me, it's about the common good.

Commissioner Dumas made a motion to approve the FY2025 Budget Ordinance.

Commissioner Walsh seconded the motion.

Motion carried 5 to 0.

Budget Ordinance attached hereto as Exhibit No. 11.

CLOSING COMMENTS

None

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

Approved this the _____ day of _____, 2024.



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Tracy Houk, Assistant Director of Parks and Recreation

Subject: The Park - Huntersville Contract for Professional Engineering Services

EXPLAIN REQUEST:

The Town & Dewberry Engineers Inc. agree with the scope and fees for The Park - Huntersville Greenway project. The Department of Transportation has reviewed the Consultant Contract submitted for The Park - Huntersville Greenway project and finds that it meets NCDOT's policies and guidelines. This is a CRTPO funded project.

ACTION RECOMMENDED:

Approve contract.

FINANCIAL IMPLICATIONS:

\$704,826.68 - The CRTPO Grant will reimburse the town for 50% of the cost for PE.

ATTACHMENTS:

1. PS_PEF CONTRACT-Design_Dewberry Signature
2. LPMO_Municipal_Agreement_-_Huntersville_BL-00
3. RFQ - The Park - Huntersville Submittal List



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE PARK - HUNTERSVILLE GREENWAY ENGINEERING SERVICES CONTRACT

Resolution No. R-2024-21

WHEREAS, the Town of Huntersville proposes to enter an agreement for professional engineering services for The Park - Huntersville Greenway project (the "Project"); and

WHEREAS, N.C.G.S. 143-64.31(a) requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying and alternative construction delivery services (collectively "design services") to be based on qualifications and without regard to fee; and

WHEREAS, design services required were put out for proposals and scored based on qualifications. Scoring summary is attached for reference; and

WHEREAS, the most qualified proposer selected was Dewberry Engineers Inc.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes the Contract for Professional Engineering Services, attached herein as Exhibit "A."
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution;
3. This Resolution shall be effective as of the date its adoption.

Adopted this 17th day of June, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



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

CONTRACT FOR PROFESSIONAL
ENGINEERING SERVICES

FIRM: Name: Dewberry Engineers Inc.
Address: 9300 Harris Corners
Parkway, Suite 220
Charlotte, NC 28269-3797
Phone: 704-509-9918
Project Manager Name:
Tristan McMannis
Project Manager email:
tmcmanis@dewberry.com

PROJECT: The Park – Huntersville Greenway
PROJECT ADDRESS: The Park – Huntersville Business
Park

This Contract for Professional Services, and all exhibits, (collectively this “Contract”) is entered into this 5 day of June, 2024 by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and Dewberry Engineers Inc. (the “Firm”) located at 9300 Harris Corners Parkway, Suite 220 Charlotte, NC 28269-373

WITNESSETH:

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 Firm agrees to perform for the Town the following services according to the following requirements:

The Firm agrees to provide professional engineering services needed to complete the project. Such professional engineering services shall constitute the “Work.” The Scope of Services and Firm’s Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies (“Additional Services”). Additional Services will be billed at the Firm’s standard hourly billing rates described in Exhibit E. The Firm represents to the Town that the hourly billing rates are the Firms standard billing rates. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm’s standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit C will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by Town before

proceeding to perform such Additional Services.

The Firm will be responsible for providing properly licensed engineers to complete the Work in accordance with the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. In addition to the indemnification obligations contained in the Standard Terms and Conditions attached to this Contract, the Firm further agrees to indemnify and save harmless the Town from all claims and liabilities to the extent caused by the negligent errors or omissions of the Firm, including its engineers, technicians or subcontractors.

The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.

The Firm must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and must be properly authorized to conduct business in the state of North Carolina. The engineers performing the Work, and in responsible charge of the Work, must be a licensed Engineer in the State of North Carolina and must have a good ethical and professional standing.

The Town reserves the right to terminate the professional service contract of the Firm based on the Firm's breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.). The Town reserves the right to modify the Scope of Work described in Exhibit C Scope of Services, and in such event the Town and Firm shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit D.

2. Contract Insurance. Firm shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
3. Standard Terms and Conditions. The Standard Terms and Conditions, as revised by agreement of the Parties, and attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
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. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Firm and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Firm shall complete the Work by (the “Date of Completion”). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm’s actual cost up to, but not exceeding, the lump sum stated in the Fee Schedule in Exhibit D. Firm will submit monthly invoices for Work performed based upon the Firm’s estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURES APPEAR ON FOLLOWING PAGE

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

Contractor

Name: Robert S. Notte, PE, LEED AP
Dewberry Engineers Inc.

Name of Contractor (type or print)

By:

(Signature)

Title:

Vice President

Attest:

(Secretary, if a corporation)

Town of Huntersville

Town Manager

Attest:

Town Clerk

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

Finance Director

EXHIBIT A

STANDARD TERMS & CONDITIONS

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

fees (“Claims”) caused by and to the extent of the Contractor’s negligence. In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.

Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.

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

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

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

14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, , give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. Contractor represents that the standard of care for all design services performed under this Agreement shall be the care and skill ordinarily used by design professionals for project of similar size, complexity, location and difficulty.
20. **Quality and Workmanship.** All work shall be performed to the reasonable satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.

23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject to 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. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **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.
33. **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.
34. **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.
35. **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. **Energy Policy and Conservation Act.** Contractor shall comply with all 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 (42 U.S.C. 6201).
11. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
12. **2 C.F.R. Part 200, Appendix II.** The Contractor agrees to be bound by all of the provisions under 2 C.F.R. Part 200, Appendix II, which are included herein by reference.
13. **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.
14. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

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 B
INSURANCE AND BOND REQUIREMENTS

1. 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. The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.
2. The insurance coverage shall be provided and maintained for the duration of the Contract.
3. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies with coverage at least as broad as that provided to the named insureds.
4. The verifying certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount, or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation.
5. If endorsements are needed to comply with the notification or other requirements of this Agreement, copies of the endorsements shall be submitted with the certificates.
6. Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.
7. The Contractor is required to provide and maintain the following minimum insurance coverage:

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

The Contractor shall provide and maintain, until final acceptance, Workers' Compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$1,000,000.

b. Commercial General Liability (CGL) Insurance.

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

Bodily Injury:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Products/ Completed Operations:	\$1,000,000 per occurrence/\$2,000,000 aggregate

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

The commercial general liability insurance policy shall provide that such insurance is primary to and non-contributory with any liability insurance carried by the additional insureds and provide a severability of interests clause.

c. **Automobile Liability.**

The Contractor shall provide and maintain automobile liability coverage including coverage for owned, hired, and non-owned vehicles, with limits no less than \$2,000,000 per accident for bodily injury and property damage.

d. **Professional Liability.**

The Contractor shall provide and maintain professional liability coverage with limits no less than \$5,000,000.

e. **Umbrella Coverage.**

The Contractor shall provide and maintain umbrella coverage with minimum limits of no less than \$5,000,000 per occurrence/aggregate.

f. **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.

8. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
9. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.
10. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
11. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
12. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives, and subcontractors. The Contractor's obligation to defend, indemnify, and hold the Town and its officers, officials, employees, agents and volunteers harmless under

the provisions of this paragraph are not limited to or restricted by any requirement in the Contract for Contractor to procure and maintain a policy of insurance.

EXHIBIT C
FIRM'S SCOPE OF SERVICES



Dewberry Engineers Inc. 9300 Harris Corners Parkway, Suite 220 Charlotte, NC 28269-3797	704.509.9918 704.509.9937 fax www.dewberry.com
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Town of Huntersville – The Park Greenway (BL-0010)

Scope of Services

November 17, 2023

Revised January 12, 2024

Description of Project

The purpose of this project is to provide planning and design for the completion of trail segments of the The Park Greenway. Based on the RFLOI titled “The Park – Huntersville Greenway” and dated March 3, 2023, and site visit with Town of Huntersville (Town) staff on Tuesday, November 7th, 2023 we understand the following regarding the planned greenway:

The planned improvements for The Park Greenway include approximately ~8,550-lf (1.62 miles) of 12' wide paved greenway trail beginning at the existing Torrence Tributary Greenway near Boulder Run Ct and running generally east/southeast to the existing sidewalk connecting to the Waterford apartments at Resse Blvd on the east. We understand that approximately 1,300-lf of this trail may be constructed by the a future apartment complex known as the Neon at the Park Development planned to be located on parcel 01719104. However, at this time we anticipate the Neon at the Park development may not coincide with the schedule for the Park Greenway, and Dewberry anticipates providing design services for the entire 8,550-lf of greenway at this time. The proposed greenway shall be designed to AASHTO Guide for the Development of Bicycle Facilities at a design speed of 18-mph and lean angle of 20-degrees.

Further we understand that there will be two (2) connections to the existing Melbourne Subdivision at the cul-de-sac for Hilston Ridge Road, and Ballara Place. We estimate these connections will be 6'-8' wide and total approximately 460-lf long.

We understand that some portions of the boardwalk may need to be elevated and that bridges may needed for stream crossings as noted below. We anticipate boardwalks shall have timber substructures with poured in place concrete decking designed to H-5 loading. We anticipate span bridges shall be prefabricated steel bridges with poured in place concrete decks designed to H-5 loading. We understand that the existing Torrence Creek Tributary is located within the FEMA regulated floodplain and floodway. As a result we anticipate a CLOMR/LOMR with associated modeling shall be required.

Based on meeting with Town staff and the attached scope exhibit (Attachment A), we anticipate the following crossings will need to be included in the scope:

- Design abutments for two (2) stream crossings utilizing prefabricated span bridges.
- Design one (1) stream crossing using elevated boardwalk.
- Design one (1) at-grade crossing of McCoy Road (SR-1138) which may include HAWK or RRFB signals.
- Design two (2) at-grade crossings of Reese Blvd which may include RRFBs and pedestrian refuge islands.
- Design one (1) at-grade crossing of Torrence Ford Dr.

Based on the above, and a review of Mecklenburg County GIS, we anticipate the proposed improvements for the Park Greenway shall be located on the following parcels:

- 01532132 owned by Mecklenburg County
- 01510498 owned by Mecklenburg County
- 01716507 owned by Huntersville Business Property Owners Assoc. Inc.
- 01716506 owned by Huntersville Business Property Owners Assoc. Inc.
- 01718401 owned by Huntersville Business Property Owners Assoc. Inc.
- 01718402 owned by Academy Real Estate Ventures
- 01718108 owned by Huntersville Business Property Owners Assoc. Inc.
- 01718116 owned by Americredit Financial Services Inc
- 01719110 owned by Novant Health Inc
- 01719107 owned by Pester Huntersville LLC
- 01719114 owned by CIOF I -NM1M01-M02 LLC
- 01719116 owned by CIOF I -NM1M01-M02 LLC
- 01719111 owned by Park Huntersville LLC
- 01719112 owned by Worklogix Management Inc
- 01719113 owned by Silver Gilead LLC
- 01719104 owned by Apartments at the Park LLC
- 01719105 owned by Waterford at the Park DE LLC

Professional Services Associated with Preliminary Engineering: Conceptual plans, planning or environmental studies, preliminary design, final design, and all other related design work necessary to advance a project to physical construction.

Tasks included within this scope of work are as follows:

- 1) Environmental Planning (includes public meetings).
- 2) Land Surveying
- 3) Existing condition data collection
- 4) Geotechnical Investigations
- 5) Construction Document preparation including construction costs and Technical Specifications
- 6) Permitting

Right-of-Way Acquisition will be provided as a separate amendment once the trail alignment is determined.

Dewberry Engineers Inc. (DEWBERRY) along with our consulting partners Telecommunications & Industrial Consulting Services Corp. (Telics), We Know the Language – SpanishSpeaking, LLC (WKL),

ECS Southeast LLP (ECS), and Froehling & Robertson (F&R) will provide all services described within this scope of work as noted. The task orders under this contract will be Cost Plus with an estimated budget.

Dewberry Engineers Inc.
Attn: Tristan McMannis, Project Manager
9300 Harris Corners Pkwy, Suite 220
Charlotte, NC 28269-3797

1. Environmental Planning

As partial funding for this project is to be provided by federal sources, this project must comply with the National Environmental Policy Act (NEPA).

1.1 Environmental Documentation (*DEWBERRY*)

It is anticipated that a Type I (A) Categorical Exclusion will be required for this project. The template of the proposed document can be found here:

https://connect.ncdot.gov/resources/Environmental/EPU/NEPA/Documents/2019_CE_Type_I-II_Ground-Disturbing_Template.docx. It is anticipated that the project will not require Merger process.

DEWBERRY will deliver the following supporting documents in compliance with the National Environmental Policy Act (NEPA):

- Start of study letters to federal agency partners (SHPO, Tribal Coordination, USFWS, USACE) Collect comments to guide document.
- Coordination with SHPO as required. The presence of multiple potential historic properties will require a Section 106 consultation and a Section 4(f) review.
- DEWBERRY will conduct Public Involvement. Two (2) public meetings and two (2) local official's information meetings (LOIM) will be conducted. Each LOIM will be held prior to the public meeting. Meetings will be advertised via a mailing and posted on the Town's website. DEWBERRY will develop the mailing list using Mecklenburg County Assessor data.
- DEWBERRY will prepare an NCDOT Direct and Indirect Screening Tool (DIST) to assist in the assessment of impacts to Community Resources.

1.2 Natural Resources Technical Report (*DEWBERRY*)

Dewberry Engineers will prepare an NRTR for proposed greenway trail located within Mecklenburg County for the Town of Huntersville. The NRTR will be prepared to the following NCDOT Standards and will follow the template and guidance protocols presented on the NCDOT website as of the date of this scope: <https://connect.ncdot.gov/resources/Environmental/EAU/ECAP/Pages/default.aspx>

Data Collection and Report Preparation

Data collection will follow the **NRTR Guidelines** website as mentioned above. Reference will be made to:

- Pre- Field Work and Field Work as listed in the guidance for Preparing Natural Resource Technical Reports [Preparing Natural Resource Technical Reports](#) updated September 2001 and NRTR Format Guidance [NRTR Guidance and Template](#) updated September 2021.
- Consultant GPS-CADD for collecting wetland and stream data for the WEX and WET files

[Consultant GPS CADD updated June 2020](#). The consultant will place 20d 4-inch nails into the ground for each wetland point which will be located during final survey.

Tasks 1- 11 listed below will also appear on the cost estimate spreadsheet:

1. Pre-Field work

Preparation for field work will include data collection as described in the *Preparing Natural Resource Technical Reports* document on the website.

2. Landowner Letter Delivery

The landowner letter will be prepared by Dewberry. Dewberry will prepare the property owner list and mail letters to landowners prior to the field visit.

3. NRTR Field Work

Field work will include data collection for streams, wetlands and natural communities as described in the *Preparing Natural Resource Technical Reports* document on the website.

4. Protected Species Surveys

USFWS Information for Planning and Consultation (IPaC) appropriate protected species surveys will be performed per the *Preparing Natural Resource Technical Reports* document on the website. No Federally protected aquatic species are currently listed in the study area. Surveys for federally protected plant species will be scheduled during the USFWS recommended survey window as shown below;

- Michaux's sumac- survey window of May-October
- Smooth Coneflower- survey window of May-October
- Schweinitz's sunflower- survey window of late August-October

5. Travel

This account for the travel time required to perform all field work, agency site visits (if needed), and project related meetings (if needed).

6. Creation of WEX and WET files

Delineated stream and wetland data will be integrated into a WEX file following the *Consultant GPS-CADD* guidelines on the above referenced website. Any changes from the site visit with the agencies will be incorporated into the WET file.

7. Preparation of Preliminary Jurisdictional Package (PJD)

DRAFT and FINAL PJD packages will be prepared in accordance with a separate guideline (see link in NRTR Template and Guidance).

8. Agency site visit – if anticipated

9. DRAFT NRTR

A DRAFT NRTR will be prepared in accordance with the Guidance, Procedures and Template on the NRTR Guidelines website. Internal quality assurance using three signature sign-off by the preparer, technical reviewer and quality assurance reviewer will be documented and provided with DRAFT NRTR.

10. Review Comments and Final NRTR

Incorporate any Town of Morrisville comments on the DRAFT NRTR to create the FINAL NRTR. Internal quality assurance using a three-signature sign-off by the preparer, technical reviewer, and quality assurance reviewer will be documented and provided with FINAL NRTR.

11. Project Management

This will involve project coordination, safety compliance, progress updates and coordination with the Town of Morrisville (including any meetings that will need to be coordinated with the Town of Morrisville).

Deliverables- Electronic deliverables shall be placed on the project's SharePoint site in the following location:

Location: Disciplines > Natural Environment **Tag with NE Topic:** Consultant Submittals (No "KeyNE" Document tags should be assigned to any of the deliverables).

- Draft WEX file
- Final WEX file
- FINAL WET file if an agency visit is performed.
- Jurisdictional Determination package (PJD).
- Draft NRTR (electronic), including all figures and appendices.
- Final NRTR including all figures and appendices –electronic copies in Word and PDF format.
- All field forms.
- One copy of all field notes in pdf format
- A copy of all shape files used to create the figures.
- QA/QC form with signatures

Schedule

- WEX file completion will be within 8 weeks of Notice to Proceed.
- NRTR Delivery date within 10 weeks of comments from Town of Huntersville.
- Jurisdictional Package (PJD) be submitted to the USACE within 10 weeks of NTP.
- Surveys for Michaux's sumac and Smooth Coneflower completed by June 1, 2024.
- Surveys for Schweinitz's sunflower completed by September 15, 2024.
- Scheduling PJD visit with Town of Huntersville, USACE, and NCDWR if needed.

1.3 Public Involvement (DEWBERRY and WE KNOW THE LANGUAGE)

DEWBERRY will assist the Village with project-specific public engagement activities as listed below.

0. Assume one (1) meeting with community following identification of a potential alignment.
1. Assume one (1) meeting with community during development of ROW plans showing what has been taken into consideration from previous meeting.
2. Assume each meeting will precede Town of Huntersville council meetings where council will be briefed as well.
3. Language Translation Services shall include:
 - i. Literature translation from English to Spanish of newsletters, postcards, displays, handouts, and other deliverables up to 7,200 words.
 - ii. Identification of Hispanic households that will be targeted with specific mailers
 - iii. English to Spanish simultaneous interpretations during two (2) public meetings. Consultant shall provide one (1) interpreter for these meetings plus preparation, travel time, and mileage. Consultant shall provide up to thirty (30) sets of interpretation equipment for these meetings.
 - iv. Consultant shall prepare report of LEP activities for CLIENT.

Tasks / Deliverables:

0. Develop Project Mailing list
1. Prepare draft Newsletter/Postcard for review.
2. Prepare final Newsletter/Postcard for distribution (75 copies).
3. Coordinate with Town on venue and dates.
4. Prepare and submit public meeting maps and displays.
5. Prepare and submit draft public meeting handout.
6. Prepare final public meeting handout (200 copies).
7. Prepare final public meeting maps and displays.
8. Provide digital copies of handout, displays, and public meeting maps to Town for web posting.

2. Subsurface Utility Engineering

DEWBERRY will locate subsurface utilities as follows:

1. Quality Level B:

Dewberry will contact the appropriate parties to request records for underground facilities as necessary for the project area. The record information will be used as an aid in the identification, alignment, size, and material of utilities found within the project limits. Field crews will utilize electromagnetic means to identify and mark each respective utility. Utilities will be marked in accordance with the APWA Uniform Color Code. Dewberry survey crews will horizontally locate utility marks along with any visible appurtenances (EG. Fire hydrants, telephone pedestal) to be used for final deliverables. Utilities to be located include, but are not limited to, gas, power,

telephone, cable tv, sanitary sewer force main, and water. Gravity sewer systems (storm and sanitary) will not be marked. For the scope of this project, all private site utilities including yard lighting and conductive irrigation will be located. Ground Penetrating Radar (GPR) will be utilized on this project. All provided utility records will be compared to the field study and pertinent information will be added to the final deliverable.

This service will be provided with due diligence and in a manner consistent with standards of CI/ASCE 38-02 Collection and Depiction of Existing Subsurface Utility Data. Although every effort will be made to locate each utility known to us, we cannot guarantee that all existing utility systems can or will be locatable. It may not be possible to locate certain utilities due to depth, soil composition, utility material, or availability of access. Non-locatable utilities that are depicted on utility records will be shown on the final deliverable as Quality Level C. Use of this service does not relieve interested parties from their responsibility under law to make required notifications prior to excavation.

2.1 Land Surveying

DEWBERRY will provide project mapping for use in design preparation. Assumptions of survey requirements are as follows:

1. Research approximately 17 +/- properties for deeds and plats
2. Establish Project control via four GNSS observed points set in pairs strategically along the route
3. Establish horizontal and vertical baseline control points between control points between GNSS pairs along the route of 8,550 +/- LF.
4. Establish photo identification points for aerial subconsultant.
5. Provide ground truthing for lidar acquisition for aerial subconsultant.
6. Establish four (4) elevation benchmarks along the route outside of anticipated work area
7. Compute best fit alignment on newly located greenway as directed
8. Stake up to twenty-six (26) borehole locations and measure ground elevation at each location.
9. Locate 5870 +/- LF of pavement DTM within limited scope area as shown on attached file.
10. Locate 14 +/- ac of Earth DTM's
11. Top of bank will be located if found within 60' corridor and supplied to aerial sub
12. All trees 12" DBH and large will be located within 60' corridor.
13. Locate 300 +/- LF of conventional water features if discovered during Earth DTM survey (50' up and down stream of three (3) crossings.).
14. Perform field reconnaissance and tie seventeen (17) parcels.
15. Using deeds, plats and field evidence compute property a property net for seventeen (17) parcels utilizing Mecklenburg County NC GIS.
16. Produce up to seventeen (17) easement exhibits and stake easements at endpoints and bends.
17. Locate all visible planimetric data found inside limited "Full Survey" limits as shown on the attached file.
18. Locate all accessible underground storm and utility structures found within the "Full Survey" areas of the project.
19. Locate all accessible sanitary sewer structures as found within the "Full Survey" limits as shown in attached file.
20. Create 2D/3D file AutoCAD Map3d.
21. Aerial subconsultant will create landxml (DTM's) file for use in AutoCAD Map/Civil 3d
22. Locate appropriately 200 lf of wetlands and provide 1 certified WEX Plat
23. Travel time shall be computed from the office nearest the project.
24. Set up temporary traffic control zone signs as required. Use cones and flaggers when necessary. Wear high visibility safety vest and safety toe shoes at all times. Wear hard hat, eye/face protection,

hearing protection, gloves and chain saw chaps when required. Conduct work zone tailgate safety meetings at the beginning of each work period.

Items to be provided by the TOWN:

- All necessary files for the project.
- Approval of proposed greenway and neighborhood connection alignments prior to start of survey
- Property Owner notification
-

Deliverables.

- 2D/3D file in AutoCAD Map3D format.
- 3D files in LandXML format.
- Signed Sealed .1606 survey at scale of 1" = 50'.
- Up to seventeen (17) Signed Sealed Easement plats.

3. Existing Condition Data Collection

Dewberry shall visit the site at multiple phases of the project to collect photographic documentation, obtain field measurements as needed to validate design assumptions, and to observe staking of the alignment in the field with representatives of the Town. We anticipate up to three (3) site visits will be needed. One site visit will occur prior to the surveying task noted above to evaluate feasibility of the proposed sidewalk within the corridor. The second walk shall occur once a proposed alignment for the sidewalk has been decided and staked in the field so the design team and owner can validate the design. Lastly we are including a third site visit to return to the site and obtain additional field measurements and photographs as needed during the preparation of right of way plans.

This would include up to two (2) staff each visit, assuming 4 hours per visit for a total of 24 hours

Sources of available GIS data may include Mecklenburg County, NCDOT Atlas, NC One Map, US Census, NCHPO, NRCS Web Soil Survey, USGS Topographic Maps, and the National Wetlands Inventory.

4.

Froehling and Robertson (F&R) will 1) conduct a subsurface exploration program consisting of up to nineteen (19) mechanized soil test borings (if access constraints necessitate it, some hand auger borings may be substituted), 2) provide general descriptions of the subsurface soil conditions at the locations explored, 3) provide foundation recommendations for the pedestrian bridges and boardwalk or retaining wall, and 4) comment on geotechnical aspects of the proposed development. The total number of borings and proposed depths have been estimated; however, actual boring locations may be adjusted based on additional site development information and on-site conditions as encountered at the time of exploration. To accomplish these objectives, F&R proposes to undertake the following scope of services:

1. Visit the site to observe existing surface conditions and features and mark boring locations.
2. Coordinate utility clearance with NC-811 Utility services.
3. Review readily available geologic information relative to the project site.

4. Provide a skid steer-mounted forestry mulcher to create access trails to the proposed boring locations.
5. Execute a subsurface exploration consisting of up to nineteen (19) mechanized standard penetration test (SPT) borings. Four (4) borings will be drilled for the proposed pedestrian bridges to a planned depth of 50 feet. Eleven (11) borings will be drilled for the proposed retaining wall or boardwalk to a planned depth of 35 feet below existing grade. Four (4) borings are planned in proposed paved trail areas to depths of 10 to 15 feet below existing grade. A total of up to 550 linear feet of drilling is currently planned. The borings will be drilled to their pre-planned depths, successive increments into partially weathered rock, or auger refusal, whichever is encountered first. In general, the borings will be advanced using hollow stem auger drilling procedures with split-spoon sampling in general accordance with ASTM D1586. Up to five Standard Penetration Tests (SPTs) will be performed from the ground surface to a depth of 10 feet and at 5-foot intervals thereafter to the boring termination depth. No rock coring or exploration of any refusal material is planned or included at this time.
6. Perform a laboratory testing program on selected split-spoon samples consisting of up to eight (8) classification tests (Atterberg limits, wash #200, and natural moisture). Additionally, three (3) California Bearing Ratio (CBR) tests (with associated standard Proctor tests and classification tests) will be performed on bulk soil samples collected from planned paved trail areas. The laboratory testing will be performed in accordance with the latest AASHTO and American Society for Testing and Materials (ASTM) specifications, NCDOT modified testing procedures and classified according to the AASHTO classification system.
7. Develop geotechnical engineering recommendations for the shallow foundation support of retaining walls (if utilized) as well as design of deep foundations to support the pedestrian bridges and boardwalk (if applicable), including recommended pile types with axial and lateral capacities.
8. Prepare a written report summarizing our work on the project, providing descriptions of the subsurface conditions encountered, providing recommendations for foundation design and pavement design, and discussing geotechnical related aspects of the proposed construction. Copies of the test boring logs and laboratory test results will be included. **None** Number of days needed for Clearing: 2

5. Construction Documents

5.1 Greenway and Drainage Plans

5.1.1 Design Criteria

The Consultant shall develop design criteria for the Project consistent with the American Association of State Highway and Transportation Officials (AASHTO) Guide for Development of Bicycle Facilities, and AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities for the proposed greenway and the scope of the project that shall include but may not be limited to: Design speed, minimum radius, superelevation, maximum and minimum grades, vertical curve "K" values for crests and sags, stopping sight distance, intersection sight distance, vertical clearance, lane width, normal crown, maximum slopes, curb radii, right-of-way widths, clear zone, traffic control plan design speed, maximum vertical curve (mainline, stop intersection, through intersection), sidewalk width, planting strip, and accessible facilities. The approved design criteria will be used in developing conceptual, preliminary and final plans. The Consultant shall submit the proposed design criteria for review and approval by the Town's Project Manager.

The completion of this task shall be done utilizing up to **three (3)** Consultant personnel at a **maximum of 12 hours total**.

5.1.2 Alternatives Analysis

Identify Alternatives

The Consultant, in cooperation with the Town, and NCDOT, shall analyze and document the following plausible alternatives in summary form as the basis for establishing the alternatives for detailed evaluation. The documentation will include:

- The no-build alternative;
- Improving and expansion of existing facilities alternative(s), which will consist of a proposed greenway extension with multiple connections as described above to begin at the existing Torrence Greenway on the west side of McCoy Road, and generally be located along the banks of the Torrence Tributary and travelling approximately 8,550-lf to a connection at Reese Boulevard to the southeast.

Possible alternatives will be generated through the preparation of "land suitability mapping" within the study area. Various factors that would limit or discourage the development of a greenway will be mapped at a suitable scale on aerial or planimetric mapping. Factors to be mapped may include: locations of existing utilities, natural resources, FEMA floodways and floodplains (as identified on maps for 100- year floods), wetlands and waters of the US, parks and recreational open spaces (including 4(f) and 6(f) properties), recorded hazardous waste generators and sites, cultural resources (including known historical architecture and archaeological sites), communities and community facilities (such as cemeteries, schools, churches, etc.), agricultural lands, and existing and planned development.

With these factors overlaying the base mapping, areas or "windows" of least potential impact will be established. Each of the "windows" shall be reviewed and linked to form greenway corridors. These corridors will then be checked for geometric limitations and modified/adjusted as required. The net result of this process will be the establishment of possible build alternatives.

The Consultant will develop a estimate of probably construction costs for up to two of the build alternatives as determined by the Town. The estimate shall individually list the costs for each component (e.g., accessible ramps, minor culverts, etc.) and a summation of the advantages and disadvantages of each alternate.

Centerline Design

The CONSULTANT will prepare centerline design drawings for the possible build alternates at an appropriate scale. This effort will be based on a maximum of two (2) possible alternatives. The centerline plans shall show the proposed centerline, centerline radii, potential easement limits, preliminary design grades, and conceptual stream and pedestrian crossings layouts. The centerline designs will include conceptual sizing requirements of proposed structures for ditch/swale crossings. All topographic information will be taken from existing mapping such as Mecklenburg County GIS. Final centerline plans will be submitted to the Town for review prior to inclusion in the Planning Report.

Preferred Alternative

The possible build alternatives shall be reviewed for social, cultural, and environmental impacts, construction costs, and engineering characteristics. After this review the Town, and NCDOT if applicable, will make a recommendation of the preferred alternative. The recommendation will be based on the

results of the land suitability mapping, Town, NCDOT and other agency comments, public input, and a comparative evaluation analysis to be prepared by the Consultant.

The preferred alternative shall be staked (center line only) in the field such that stakes are located approximately 50' apart or are clearly visible by line of sight – we estimate this shall be approximately 170 stakes. Consultant shall walk the alignment with the Town's project manager in the field to validate the proposed alternative and may make adjustments to the stakes in the field to account for existing conditions. Once the walk and adjustment of stakes is complete, the consultant shall field locate the stakes (one time) using conventional survey means, and use the located stakes as the basis of the "Conceptual Plans" below.

5.1.3 Conceptual Plans

The conceptual greenway design for the Project shall conform to the appropriate current versions of AASHTO Guide for Development of Bicycle Facilities, and AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO A Policy on Geometric Design of Highways and Streets (the "Green Book"), the Roadside Design Guide, the Urban Street Design Guidelines (including appendices), the NCDOT Roadway Design Manual and FHWA Guide for the Planning, Design, and Operation of Pedestrian Facilities, and the requirements of the Town. Conceptual design and plans for structures and/or storm drainage improvements shall be developed by the Consultant to the extent necessary to establish arrangement of substructure, approximate hydraulic openings where applicable, geometrics, and type of construction. Base Map

The Consultant shall acquire all necessary data and mapping to construct a base map. Data and mapping available for use includes but may not be limited to the following: Mecklenburg County GIS, Storm Drainage and Flood Way maps; Planimetric maps; Aerial Photography (color); United States Geological Survey (USGS) maps; National Wetland Inventory (NWI) maps; National Heritage Program (NHP) protected species database; US Department of Cultural Resources; US Fish and Wildlife; recorded plats; deeds and tax maps.

The Consultant shall prepare the base map in sheet form. The base map shall depict the schematic greenway plans based on the recommended alternate determined during the Planning Phase. These schematic drawings shall be reproducible, drawn at a scale of 1"=50' or as directed by the Town's Project Manager, and shall be submitted to the Town's Project Manager for review and approval. The base map shall represent existing conditions within the potential greenway corridor including structures (residential, outbuildings, commercial), vegetation, natural streams and drainage channels, utility facilities (above and below ground), property lines, street rights-of-ways, and property owner information with tax parcel numbers, and street addresses. Places of significance such as schools, churches, hospitals, fire stations, historical sites, cemeteries, and parks shall be identified and labeled consistent with the professional standard of care.

Exhibit Maps

The Consultant shall prepare exhibit maps in scroll form for public presentations at a scale as directed by the Town's Project Manager. The exhibit maps shall be prepared in accordance with the guidelines equivalent or similar to the NCDOT Roadway Design Manual for preparing Public Hearing Maps. Exhibit maps shall be drawn on the base map and shall show the following:

- Proposed design grading and horizontal alignments;
- Proposed greenway alignment with width of pavement, potential boardwalks, potential pedestrian bridges, and crosswalks and stop bars;
- Proposed bicycle facilities;

- Proposed right-of-way and easement lines;
- Typical greenway sections;
- Conceptual landscape plan;
- Conceptual storm drainage improvements (including proposed pipes and ditches);
- Potential utilities relocation (overhead and underground) - per private and public utility companies.

Scroll Drawings

The Consultant shall include on the scroll drawings the required data necessary to estimate the potential right-of-way and/or easement cost. The required data shall consist of the property owner's name, street address and tax parcel numbers, and the approximate area(s) in square feet of fee simple, temporary construction easement(s) and permanent greenway easement(s).

5.1.4 Conceptual Traffic Control Plans

The Consultant shall furnish conceptual traffic control plans for the recommended alternate that will indicate the CONSULTANT's proposed phasing of construction for the Project including potential utility construction and/or relocation. The Consultant shall prepare the conceptual traffic control plans in conjunction with the conceptual plans for the recommended alternate.

As directed by the Project Manager, a written description of phasing (if necessary), traffic flow and traffic control measures may be submitted instead of conceptual plans.

5.2 PRELIMINARY DESIGN PHASE – 40% Plan Submittals

The Consultant shall prepare reproducible preliminary greenway plans at a scale of 1"=40' horizontal and 1"=4' vertical or as directed by Town's Project Manager, and shall indicate all information shown on the Conceptual Plans. In addition, preliminary greenway plans shall include preliminary storm drainage. The Consultant shall prepare preliminary cross sections at select locations where needed to coordinate utilities, and grading with proposed improvements.

Plans shall also include the locations of potential stream crossings and potential pedestrian crossings with associated conceptual signal measures such as RRFBs or HAWK signals. Design grading shall be developed for accessible ramp installation consistent with PROWAG.

For required culverts listed in the Project description, the Consultant shall determine an economical type of construction and arrangement for the site based on the selected approved Conceptual Plans. The Consultant shall prepare preliminary storm drainage plans and submit these plans to the Town's Project Manager for review and approval. Preliminary storm drainage plans shall be developed to the extent necessary to establish arrangement of substructure, hydraulic openings where applicable, geometrics, and type of construction. Preliminary plans shall include overall plan, elevation views and typical section(s).

The Consultant shall provide electronic submittals of 40% design plans and PDF hard copies as noted below for respective submittals in AutoCAD Civil 3D format.

Planning level design criteria established during planning phase will be used as a basis and further detail will be added at the start of the design phase. The Consultant shall submit the proposed design criteria form for review and approval by the Town's Project Manager in advance of the start of design. The approved design criteria will be used in developing preliminary and final plans. The Consultant shall submit the approved design criteria form with the first plan submittal. Design criteria shall be included with

the 40% submittal of the plans submitted by the CONSULTANT to the Town for review. **NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS TASK COMPLETED DURING THE PLANNING PHASE.**

Preliminary design plans shall consist of preliminary greenway plans, design grading, up to three (3) potential stream crossings utilizing prefabricated pedestrian bridges and/or elevated boardwalk, pedestrian crossings with potential signal devices such as RRFBs or HAWK signals, major utility relocations, and storm drainage improvements. Plans shall also depict the conceptual location of potential retaining walls needed to address grade changes in select area. We have assumed there may be up to 1,000-sf of segmental block retaining walls with an average height of 5' needed for this project. Preliminary design plans shall be developed to the stage at which approximately 40% of the final design for the Project is complete. Changes to the alignment and design grading after the 40% plan approval will be considered as an **additional service**.

The Consultant shall prepare a preliminary estimate of probable construction cost in the NCDOT standard format. The estimate for the project shall be provided to the Town at each phase submittal listed below.

Deliverables

40% Submittal

- Hard Copies of 40% plan - 1 full set and pdf
- Hard Copies of plan and profile – 1 full set and pdf
- Design Criteria
- Geotechnical Report
- 40% Engineer's Estimate of Probable Construction Costs
- List of Required Permits
- List of Special Reviews
- Verification of Correspondence with Pertinent Utility Companies
- Engineering Services Guidelines and Plan Development Milestone Checklist

5.3 REAL ESTATE DESIGN PHASE –75% Plan Submittal

The Consultant shall revise the plans in conformance with the Preliminary Plans review comments. The Right-of-Way Plans shall be the preliminary design plans developed to the stage at which approximately 75% of the final design for the Project is complete. The Consultant shall show pertinent right-of-way and easement information on the plans; and in addition, the following information shall be shown in accordance with the normal practices of NCDOT:

- The general outlines of all improvements, roads, and streams within and adjacent to the area to be acquired;
- Temporary pavements/roads needed for traffic control; temporary pavement design will be considered an **additional service**.
- Easement areas, temporary and permanent, needed to perform utility work (overhead and underground);
- Proposed location of signs, structures, trees, etc. Temporary construction easements shall be shown;
- Location of retaining walls needed to address grade changes in select areas. Plans shall include top of wall elevations and bottom of wall elevations in addition to approximate limits of geogrid. We have assumed there may be up to 1,000-sf of segmental block retaining walls with an average height of 5' needed for this project.
- Areas needed for erosion control, i.e., sediment control basins, check dams, etc.;

- The existing deed title lines, right-of-way lines, proposed property lines, and easement lines within the Project limits. Fee simple, right-of-way, and/or easements shall be sufficient to encompass all improvements, including landscaping;
- The location of construction limits;
- The location of construction easements beyond the proposed property lines shall be delineated with straight lines and labeled "e" for easement. The construction easement lines shall be referenced to the baseline stationing and shall include an offset distance at each break in the easement line and at all property lines;
- The County tax parcel number, the deed book and page number, and street address of all parcels; and the names of all property owners; and
- Plats will be prepared by the CONSULTANT.

5.3.1 Structural Design

The consultant shall perform structural design for up to two (2) prefabricated pedestrian bridges to have a clear span equal to that of the connecting greenway, and up to one (1) elevated boardwalk stream crossing with clear width equal to that of the connecting greenway. We estimate that up to three (3) sections of boardwalk will be needed along the greenway totaling approximately 3,015-lf, see Attachment C for potential locations.

The consultant anticipates the pedestrian bridges will be prefabricated steel truss spans with concrete substructures (end bents) and a poured-in-place concrete deck. The consultant shall confirm that the prefabricated structures meet the site requirements and constraints. A general list of various structural materials, architectural features, constructability concerns, and opinion of probable construction costs will be prepared for the Town's approval.

The prefabricated bridge supplier shall design the bridge spans. The consultant shall design the substructure and foundations for the bridges. The bridges shall be designed based on H-10 loading and will be in accordance with the latest edition of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and based on the requirements from the geotechnical report, foundation recommendations, and hydraulic study. The consultant shall produce performance specifications for the bridge main spans.

The design methodology assumes that the contractor will submit final engineered bridge plans for review by the consultant. Reviews of these drawings will be performed as a post-bid/construction administration service. The consultant shall develop preliminary bridge plans in sufficient detail and appropriate format to clearly illustrate the significant design features, dimensions, and clearances. The preliminary plans shall at a minimum include title sheet, general notes, bridge plan and profile, typical sections, and special details.

Up to 3,015-lf of boardwalk is anticipated to be needed for this greenway. The boardwalk shall consist of wood structure with concrete decking.

Additionally, we assume that segmental retaining walls may be needed to address grade changes in select area. We have assumed there may be up to 1,000-sf of segmental block retaining walls with an average height of 5' needed for this project.

5.3.2 Storm Drainage, Hydrographic Surveys and Analyses and Associated Permits

The Consultant shall perform a hydraulic analysis to determine the size of the storm drainage systems. This analysis shall include upgrade of downstream storm drainage systems on private property. The

analysis shall be sealed by a Professional Engineer and submitted with the design calculations. All hydrologic and hydraulic analyses made by the Consultant shall meet the design requirements of the NCDOT, Town of Huntersville, and Mecklenburg County.

The Consultant shall obtain any Special Use Permit(s) as required. The Consultant shall coordinate work with the Federal Emergency Management Agency as required.

“Bridge Survey Reports” and “Culvert Survey Reports” are not anticipated as needed for the project and are not included.

Hydraulic/Drainage Design of Greenway:

The Consultant will perform preliminary hydraulic calculations for drainage pipe crossings and linear ditches along the proposed alignment for incorporation into the greenway plans. These calculations will be based upon the topographical information included in the survey and base mapping and supplemented with; GIS contour information, USGS Quad maps, FEMA information, and existing flown topography mapping. The anticipated tasks associated with the drainage evaluation concurrent with the 75% plans include:

- Conduct field reconnaissance of existing and proposed drainage features and patterns associated with proposed trail pipe crossings and existing ditches. Supplemental hydraulic surveys will be performed in addition to the provided survey, to be used to set proposed culvert inverts.
- Size all cross pipes along greenway alignment and determine critical greenway profile minimums to allow for the proposed cross pipes. Incorporate these critical profile control points to establishing the vertical greenway alignment.
- Design proposed ditches necessary to appropriately drain low areas adjacent to proposed greenway, overland flow, and to replace existing ditches impacted by the proposed greenway.
- Evaluate and design necessary revisions to existing hydraulic structures (drop inlets, cross pipes, headwalls) that may be impacted by the proposed trail.
- Finalize hydraulic designs for ditches, storm drainage systems, drop inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features (ditches, cross pipes, inlets, etc.) and all associated labeling.
- Draft the anticipated ditches and final cross pipes into the trail profile sheets.
- Two site visits/meetings are included during the design phase

Flood Study

Torrence Creek is a detailed study stream that has a 1% annual chance event floodplain (Base Flood Elevation, BFE), 1% annual chance future conditions floodplain, FEMA floodway, and community encroachment area established. A large portion of the project is located within the Torrence Creek FEMA regulated floodway and community encroachment area (CEA).

The Consultant will obtain the effective FEMA HEC-RAS model from Mecklenburg County to use as a base model for the flood study. An Existing Conditions model will be developed based on survey in conjunction with publicly available information such as Mecklenburg County LiDAR topography. Dewberry

shall prepare a 100+1 flood study for the proposed greenway. Due to the multiple bridge crossings of Torrence Creek and grading in the floodway and community encroachment area it is assumed that a no-rise will not be attainable. Dewberry shall prepare and submit for an Individual Floodplain Development Permit (IFDP) with Mecklenburg County.

Conditional Letter of Map Amendments (CLOMR) Submittal

Dewberry will prepare the CLOMR submittal package for this project that meets the requirements of Mecklenburg County/NCFMP/FEMA. The submittal will be based on the models created for the Flood Study. The Consultant will prepare the submittal including the MT-2 form, hydraulic model, work map, annotated FIRM, and revised Flood Insurance Study (FIS) tables. Dewberry will submit to the County for review and signature, and then submit to FEMA for review. Dewberry will address one (1) set of comments from the County and up to two (2) rounds of comments from FEMA.

The Letter of Map Revision (LOMR) begins after construction is complete and will be included in the construction administration scope and fee.

Exclusions:

1. Any additional services required by FEMA not specifically noted above.
2. Payment of CLOMR application fees and Mecklenburg County Individual Floodplain Development Permit (IFDP) Fees.
3. Responding to more than two (2) Additional Data Requests from NCFMP/FEMA.
4. Preparation and submittal of the LOMR.

5.3.3 Preliminary Traffic Control Plans

The Consultant shall prepare construction traffic control phasing notes for roadway construction on non-state roads in accordance with the Work Area Traffic Control Handbook (WATCH).

The Consultant shall furnish preliminary traffic control plans that shall indicate the Consultant's proposed phasing of construction for the Project including any utility construction and/or relocation. The Consultant shall prepare the preliminary traffic control plans when the 75% greenway plans are prepared and shall submit them as part of the Real Estate Design plan set. Any modifications to the Preliminary Traffic Control Plans shall be submitted with the Final Design Phase Plans and shall be made as part of the Final Traffic Control Plans.

Deliverable

75% Real Estate Design Phase Submittal

- Hard Copies for 75% Plans – 3 full size sets and pdf
- ROW/easement quantities spreadsheet
- Final design profiles and typical sections modified
- Storm Drainage Design Including proposed culvert locations and ditch/swale calculations
- Storm Drainage Design including proposed pipe system and pipe calculations spreadsheet
- Accessible Ramp locations and design grades
- 75% Engineer's Estimate of Probable Construction Costs
- Checklist

The Consultant shall prepare a right-of-way/easement summary list tabulating all fee simple, permanent and/or temporary easements including underlying fee simple land currently maintained as right of way,

and area remaining required for the Project. The Consultant shall include the property owner's name, address, and tax parcel number on the table.

The Consultant shall consider the division of the Project into sections to permit the acquisition of Project right-of-way and easements in a timely manner and is not intended to affect the Project design. The Consultant shall discuss any such division of the Project with the Village's Project Manager prior to commencing the work.

When the Right-of-Way Plans have been developed by the Consultant to show the information listed in this section, the CONSULTANT shall furnish three sets of hard copy plans to the Town's Project Manager for review and approval. The Town's Project Manager will return to the Consultant one set of prints with pertinent comments. The Consultant shall revise the plans as required by the Town's Project Manager in conformance with the review comments and provide electronic files in the current (as of the date of this contract) version of AutoCAD Civil 3D.

5.4 FINAL DESIGN PHASE – 100% Plan Submittal

The final design plans shall be approved by the Town (and NCDOT if applicable). Such approvals shall not relieve the Consultant of liability or the responsibility to correct any errors and/or omissions in the plans or computations. The Consultant shall also correct errors and/or omissions discovered during the construction phase of the Project.

The Consultant shall prepare the final design plans signed and sealed using DocuSign on bond sheets except for the title sheet delivered on mylar with inked seals and signatures. The Consultant shall also submit all plan and profile data files on a permanent, durable electronic medium such as a CD or DVD. Files shall be in the current version (as of the date of this contract) of AutoCAD Civil 3D. The Consultant will not be required to seal electronic files.

Final design plans shall include, when applicable, greenway design and details, center line profiles, storm drainage design and details, construction traffic control plans, pavement marking and signing plans, erosion control details, utilities by others plans, and material quantities, and shall identify existing right-of-way, proposed fee simple property line, and permanent and construction easements sufficient to encompass all improvements.

The Consultant's services during this Design Phase will be complete when the following have been finished or submitted and approved:

- Final design plans;
- Information provided for Individual fee simple, right-of-way plats and easement exhibits (by others);
- Special provisions;
- Final drainage map with spreadsheets and calculations for pipe system and inlet design
- Final Consultant's estimate of construction cost;
- Design and quantity computations;
- Utility Sequencing Schedule; and
- Utilities-By-Others Plan.

5.5 Greenway Design and Plans

Final greenway plans will be developed from the approved preliminary design and right-of-way plans. The Consultant shall produce the roadway plans with a horizontal scale of 1"=40' and a vertical scale of 1"=4'. All existing roadways, structures, utilities, and other items affected by the Project shall be shown in addition to the proposed construction. The plans shall include sufficient dimensions and distance references to provide for field construction staking without the need to scale the drawings for distance or elevation data. The Consultant shall indicate the distance to buildings not shown on the plans if such

buildings are within 100 feet of the right-of-way. The distance to be indicated shall be measured from the new property line to the closest building face. Horizontal curve data shall be presented as radius with any superelevation shown in percent (%). Degree of curve and superelevation in units of length per length (e.g., feet/foot, inches/foot) shall not be used.

The Consultant shall include sidewalks in the design where needed to connect the greenway to surrounding neighborhoods and destinations unless otherwise directed by the Town's Project Manager. Sidewalks shall be designed free of obstructions. Where practical, poles, fire hydrants, and signs shall be located outside of sidewalks preferably within the planting strip. It is assumed that the grade of the sidewalk will follow the grade of the roadway. Any deviation may be considered an **additional service**.

Final greenway plans shall include greenway profiles, and storm drainage profiles. The greenway profile shall show elevations at 25-foot stationing.

Final greenway lighting plans are not anticipated to be required for this project and are excluded from our scope of services. However, if this service is desired, it can be provided as an additional service.

The Consultant shall show all traffic signal poles, mast arms, controller cabinet bases, easements, and pertinent equipment (e.g., pull boxes, conduit, etc.) as specified by the Town's Project Manager on the final roadway plans. The consultant will specify and furnish all traffic control equipment and will prepare traffic signal designs using reproducible copies of approved Plans furnished by the Consultant. The scale will be specified by the Town's Project Manager. Legends indicating symbols used for the various street lighting and traffic signalization equipment shall be incorporated into the final roadway plans. **Signal plans are not anticipated for this project. Signal Plans for RRFBs or HAWK signals will be included as additional services.**

The Consultant shall design all drainage facilities throughout the specified Project limits and incorporate the storm drainage design into the final roadway plans. All drainage calculations shall be submitted with design plans by the Consultant for Town approval. The Consultant shall make application for permits as required by the Section entitled "Storm Drainage, Hydrographic Surveys and Analyses and Associated Permits" of this Contract for work to be performed in or near any major streams on this Project.

Changes to existing intersecting streets, storm drainage, and utilities as required for the construction of the Project shall be designed by the Consultant to ensure a level of service acceptable to the Town. Changes in the design for Town owned utilities at 100% plan production will be considered an **additional service**.

The Consultant will be responsible for the design of mitigation trees (if needed), landscape at neighborhood connections, and the landscape management plan. The Consultant will coordinate with the Town on the final design landscape plans.

5.6 Construction Traffic Control Plans

The Consultant shall prepare construction traffic control phasing notes for roadway construction on non-state roads in accordance with the Work Area Traffic Control Handbook (WATCH).

The Consultant shall prepare construction traffic control plans for roadway construction on state roads in conformance with the following:

- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) - The MUTCD shall be the edition current as of the date Final Traffic Control plans are begun as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revision.

- WATCH (Work Area Traffic Control Handbook).
- The current edition of the “North Carolina Supplement to the MUTCD, Part VI, NCDOT, and all subsequent revisions (as of the date of this contract).
- “The State Policy and Procedure for Traffic Control Through Construction Work Zones”.
- The current edition of the “Highway Design Branch Roadway Design Standards”, with all subsequent revisions (as of the date of this contract).

The final traffic control plans shall include a phasing sequence which shall include the work to be done in each phase, the traffic control details of each phase (WATCH, NCDOT, or Consultant -prepared drawing) and any special details such as time limitations, hour of day limitations, or intermediate completion times. It shall also include all temporary pavement markings. The final construction traffic control plans shall be sealed by a licensed professional engineer. Final traffic control plans will be submitted to CDOT prior to construction for a final review. A two-phased traffic control plan with offsite detours for the construction of the culverts is anticipated. An additional third phase and staged culvert construction will be considered an **additional service**. No temporary shoring design is included and can be accomplished as an **additional service** if needed.

5.7 Pavement Marking and Signing Plans

The Consultant shall develop final pavement marking and signing plans in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revisions. The MUTCD shall be the edition current as of the date of this contract.

The Consultant shall prepare final pavement marking and signing plans. The final pavement marking and signing plans shall detail ground mounted signs, RRFB and HAWK signals where appropriate, lane marking, crosswalk marking, other transverse markings, symbols and legends, accessible curb ramps, and other intersection details. The Consultant shall include a tabulation of material quantities required for implementation. The final pavement marking and signing plans shall be in a format meeting the requirements of NCDOT.

All permanent signing will be installed by the contractor. Pavement markings may be installed by the contractor. All temporary pavement markings shall be installed and maintained by the contractor.

Two sets of final pavement marking plans showing all pertinent dimensions and stationing, line types and thickness, materials, colors, etc. shall be submitted to the Town's Project Manager following approval of the final plans. The Consultant shall also submit an electronic copy of the final pavement marking plan in the current version of AutoCAD Civil 3D (as of the date of this contract).

5.8 Erosion Control Plans

The Consultant shall design and specify erosion control measures that minimize erosion and prevent off-site sedimentation during construction of the Project. The design shall be in accordance with the requirements of the North Carolina Department of Environment and Natural Resources.

The Consultant shall show all erosion control measures and details on the greenway plans. If applicable, the Consultant shall submit erosion control plans to the Regional for the Department of Environment and Natural Resources, located in Mooresville, NC, and secure approval of the plans prior to final approval of the final roadway plans.

5.9 NCDOT Approvals and Coordination

When the limits of Project encroach on State maintained right of way, the Consultant shall provide coordination with NCDOT throughout the Project to obtain approvals in a timely manner.

The Consultant shall submit Preliminary, 40%, 75% and 100% complete design plans, including a traffic control plan, and final design plans to NCDOT, for state roads only, for milestone reviews and approvals. Earlier submittals may be required as determined by the Town's Project Manager.

The Consultant shall provide all information necessary to the Town Project Manager for the preparation of NCDOT encroachment documents for Projects that do not require right-of-way transfer to NCDOT and for municipal agreements for Project that have right-of-way that will be transferred to NCDOT.

5.10 Final Submittal of Construction Documents

The Consultant's services during the Design Phases shall be complete when the following construction documents have been submitted and approved:

- Town reviewed and approved Final design plans after Real Estate Phase is complete;
- Special Provisions;
- Final Consultant's estimate of construction cost;
- Design and quantity Computations; and
- Electronic files in the latest version of AutoCAD Civil 3D (as of the date of this contract).

5.11 Utility Coordination

The consultant will provide utility coordination for the proposed greenway project. Utility coordination will consist of the following items.

- Identify private and public utility agencies and/or owners within the project limits. Utilize all available resources, including but not necessarily limited to the NC One Call, previous projects, and on-site visits to identify utility facilities within the project limits.
- Develop a Utility Contact List and make contact with utilities and/or agencies to establish appropriate contact personnel. Information collected will include the type of utility, company name, personnel name, shipping address, phone numbers (office, mobile, fax), and e-mail address.
- Distribute plans, if any are available, in formats provided by the designer to utilities (hard copy, PDF, or AutoCAD).
- Conduct up to two (2) individual/field meetings with the utilities to review their facilities in relation to the proposed project. The coordinator will secure the venue, send meeting notices, conduct meetings, and record meeting minutes.
- Identify any infrastructure that will be in conflict with the project and will be required to move.
- Suggest design modifications to minimize the required relocation of existing utilities.
- Review Utility Owners' relocation plans for conflict resolution and constructability. Assist Utility Owners with developing relocation plans.
- Provide plans from each utility for any PUE needs.
- Provide report of all existing infrastructure that would be required to move and an Engineers estimate of costs associated with the work.

6. Permitting

We anticipate permits for the proposed work shall include review and approval of erosion control plans by the North Carolina Department of Environmental Quality (NCDEQ), Mecklenburg County Building Department for structures such as boardwalks and bridges, Mecklenburg County Stormwater for buffer disturbance and CLOMR/LOMR, The Army Corps of Engineers (ACOE) for jurisdictional determinations

and wetland and stream impacts, and the Town of Huntersville for compliance with local zoning criteria. Plans shall be submitted to these agencies at 75% complete for review. Once approved, Dewberry shall submit the electronic Notice of Intent (eNOI) to NCDEQ.

If a need for permits other than that described above is identified during the development of this project, that work will be performed as an additional service.

7. 1. Right-of-Way Acquisition (*TELICS*)

- Right-of-Way acquisition services will be provided by TELICS as an amendment to the contract once the alignment has been determined.

ATTACHMENT A



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Avioimage Mapping Services, Inc.
4600 Lebanon Road – Suite E
Charlotte, North Carolina 28227-9269
Ph: 704 573-7080 Fax: 704 573-7081
Email: bob@avioimage.com

avioimage

November 16, 2023

Dewberry Engineers, Inc.
Attn: Gavin Proffitt, PLS
9300 Harris Corners Parkway
Suite 220
Charlotte NC 28269

RE: Greenway design for the Town of Huntersville. Aerial Photography, LiDAR
and Planimetrics - 200' Corridor – Approximately 40 Acres -- One-Foot Contours

Dear Mr. Proffitt:

Avioimage Mapping Services, Inc. (AMS) is pleased to submit this proposal for the
mapping of the above-referenced project.

SCOPE OF SERVICES

- **Aerial Photography**

AMS has obtained color aerial photography to cover the mapping area.

The aircraft was equipped with a precise aerial camera fitted with a 6" focal length
lens cone.

The photography was flown at 60% forward overlap, and did not contain any
excessive tip, tilt, crab, or cloud cover.

The aerial photography was flown at 2000' AMT providing a ground sample
resolution of 0.20' more or less.

- **Low Altitude LiDAR – 8 points per meter**

AMS has obtained LiDAR data to cover the mapping area suitable for one-foot
contours. The aircraft was equipped with a precise LiDAR Scanner with airborne
GPS. We collected 8 points per meter (PPM)

.....

- **Ground Control**

6-8 horizontal and vertical control points will be required for the mapping area. Our understanding is that Dewberry will perform the control survey, further noted in this proposal.

- **Mapping**

Map compilation will be completed at 1" = 100' scale with 1' contour intervals using our Softcopy analytical stereo plotter instruments. The digital data will be interactively captured and stored during the compilation process.

AMS will compile the digital data in our standard layer structure, however, you can request another layering format prior to mapping compilation commences.

Physical features obscured by vegetation, dark shadows, vehicles, etc. will not appear on the map. AMS does not guarantee that 100% of all features can be captured by photogrammetry.

Contours may be dashed where ground surface is partially obscured. The contours may be omitted if they cannot be plotted within +/- the contour interval. Field completion may be necessary to assure accurate ground elevations in these areas.

- **Accuracy**

The mapping will be produced to National Map Accuracy Standards as published by the USGS.

Horizontal

95% of all visible planimetric features will be within 1/40th of an inch, based on the mapping scale, of their correct coordinate positions, and no such well-defined features shall be in error by more than 1/20th of an inch, based on the mapping scale.

Vertical

95% of all contours on clear unobscured ground will be correct to within 1/2 of the contour interval. The remaining 5% will not exceed an error by more than the contour interval.

95% of all spot elevations on clear unobscured ground will be correct to within twenty-five percent of the specified contour interval, and none will be in error by more than fifty percent of that contour interval. No spot elevation will be guaranteed to an accuracy of better than 0.25', which is in accordance with National Map Accuracy Standards.

- **Deliverables**

Digital data files in Autocad or Microstation format to your standards.

- **Fee:**

1-foot contours includes 100' Corridor Each Side of Road

Aerial Photography	\$ 2,000.00
Analytical Aerotriangulation	\$ 500.00
LiDAR	\$ 2,000.00
Aerial Mapping - 1' contours	<u>\$ 3,500.00</u>
Total Fee	\$ 8,000.00

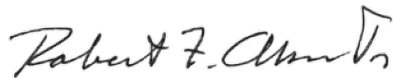
- **Delivery**

The photogrammetric mapping data will be delivered 5-6 weeks after receipt of ground control. Please call us if an earlier delivery is required, we will accommodate your schedule if possible.

Invoicing will be based on percent complete, based on the delivery schedule. All invoices are due within 30 days. AMS reserves the right to charge 1 1/2% per month on all past due accounts.

I hope and trust this proposal meets with your approval, if so, please sign the authorization provided below. I look forward to working with you on this project. If you wish to discuss this proposal in more detail or have any questions regarding our approach to this project, please do not hesitate to call me.

Sincerely,



Robert F. Akers, Jr., PLS
President

Dewberry Engineers, Inc.

Ms. Lonnetta Raynor
North Carolina Department of Transportation
Raleigh, NC
August 4, 2022



RE: LEP Services Rates

Dear Ms. Raynor,

As requested, here are our company hourly rates for Limited English Proficiency (LEP) services.

Francisco Camara ~ Project Manager & Linguist

Simultaneous Interpretation	\$75 per hour
English to Spanish Document Translation	\$75 per hour or \$0.21 per word
Contract Administration	\$55 per hour

Liliana Camara ~ Lead Interpreter & Outreach Coordinator

Simultaneous Interpretation	\$75 per hour
Coordination & Outreach Activities	\$75 per hour
Documentation of Outreach	\$55 per hour

Cristopher Avila ~ Interpreter & Media Placement Specialist

Simultaneous Interpretation	\$75 per hour
Media Placement Coordination	\$45 per hour

Manuel Chi ~ Graphic Designer

Graphic Design	\$70 per hour
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Please note that these are the same rates we have been using since 2021. Please let me know if you need additional information or if we're missing something.

All the best,

Francisco Camara
SpanishSpeaking, LLC
336-671-7163
fcamara@weknowthelanguage.com



COST ESTIMATE

Project: TOH The Park Greenway

Prepared by: Francisco Cámara / SpanishSpeaking, LLC

	TASK	DESCRIPTION	HOURS	\$PH	COST
1	Literature Translation	Translation from English to Spanish of newsletters, postcards, displays, handouts, and other deliverables. Up to 7,200 words.	24	\$75	\$1,800
2	Mailing List Mining	Identify Hispanic households that will be targeted with specific mailers.	2	\$75	\$150
3	Public Meeting Interpretation	English to Spanish simultaneous interpretation during two public meetings. One interpreter plus preparation/travel time/mileage.	14	\$110	\$1,540
4	Interpretation equipment	Up to 30 sets for simultaneous interpretation during two public meetings.	2		\$1,544
5	Documentation / Report	Generate report of LEP activities for Consultant/Township/NCDOT.	6	\$75	\$450

TOTALS 48 \$5,484

ADDITIONAL OPTIONAL OUTREACH/MARKETING SERVICES

Newspaper ads for the meetings (Hispanic media in Mecklenburg)	10	\$800	\$8,000
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EXHIBIT D

FIRM'S FEE SCHEDULE

OVERALL SUMMARY				Version: 2023 (3.30) SPM			
TIP NUMBER:		BL-0010		When initial estimate is complete, lock initial estimates			
COUNTY:		Mecklenburg					
TASK ORDER NUMBER: (if applicable)							
FA NUMBER: (if applicable)				WBS NUMBER(s): Firm: fill out WBS Number(s) section on "Acct Initiation Request" DOT: the Project Manager fills out the entire "Acct Initiation Request"			
ESTIMATE SUBMITTAL NUMBER: (Version Control-If needed) (Ex. InitialV2 (initial estimate version 2))							
OTHER PROJECT IDENTIFIER INFORMATION: (if needed)		TOH - The Park Greenway					
DESCRIPTION: (List the project parameters; where the project starts and stops)		Design for approximately 8,550-lf of paved, 12' wide greenway trail with neighborhood connections, and stream crossings.					
DISCIPLINE USED: (List each discipline that will be involved in this project)		PM-Project Mgmt : EN-Natural Env : EN-Community Studies : EN-Public Involvement : EP-Env Policy : HY-Hydraulics : IM-Bike Ped : LS-Location Surveys : LS-SUE : PD-Final Pavement Marking & Markers : RE-Erosion Control : SS-Signals : ST-Structures : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination					
DISCIPLINE		INITIAL			FINAL		
ITEM		WD	COST	COST/WORKDAY	WD	COST	COST/WORKDAY
PM-Project Mgmt		9.500	\$ 14,787.03	\$ 1,556.53			
Direct Costs			\$ 2,100.70				
EN-Natural Env		46.250	\$ 36,268.72	\$ 784.19			
Direct Costs			\$ 2,537.50				
EN-Community Studies		3.500	\$ 5,087.72	\$ 1,453.63			
Direct Costs			\$ -				
EN-Public Involvement		28.375	\$ 42,585.47	\$ 1,500.81			
Direct Costs			\$ 15,780.00				
EP-Env Policy		11.125	\$ 16,771.70	\$ 1,507.57			
Direct Costs			\$ -				
HY-Hydraulics		56.625	\$ 69,383.42	\$ 1,225.31			
Direct Costs			\$ -				
IM-Bike Ped		98.375	\$ 96,955.63	\$ 985.57			
Direct Costs			\$ 1,015.45				
LS-Location Surveys		180.750	\$ 129,107.62	\$ 714.29			
Direct Costs			\$ 1,120.80				
LS-SUE		3.750	\$ 26,983.95	\$ 7,195.72			
Direct Costs			\$ 2,852.00				
PD-Final Pavement Marking & Markers		8.250	\$ 7,584.59	\$ 919.34			
Direct Costs			\$ -				
RE-Erosion Control		62.250	\$ 61,760.10	\$ 992.13			
Direct Costs			\$ 349.86				
SS-Signals		40.813	\$ 44,529.43	\$ 1,091.07			
Direct Costs			\$ -				
ST-Structures		27.750	\$ 28,610.09	\$ 1,030.99			
Direct Costs			\$ -				
TM-Work Zone Traffic Control (WZTC)		14.750	\$ 15,139.62	\$ 1,026.41			
Direct Costs			\$ -				
UT-Utilities Coordination		17.750	\$ 17,765.74	\$ 1,000.89			
Direct Costs			\$ -				
GT-Geotechnical--SUB1		19.000	\$ 25,648.09	\$ 1,349.90			
(Boring and Lab)			\$ 26,876.20				
Foundations			\$ -				
ST-Structures--SUB1		10.063	\$ 13,425.25	\$ 1,334.19			
Direct Costs			\$ -				
Grand Total - All Disciplines		638.875	\$ 704,826.68				
Labor, Overhead & Fee							
MANAGING DOT DISCIPLINE:							
ENGINEERING FIRM:		Dewberry Engineers Inc.					
ENGINEERING FIRM CONTRACT NUMBER:				CONTRACT TYPE:		PAYMENT TYPE:	
SCOPE/WORKDAY ESTIMATE PREPARED BY:		Tristan M. McMannis, PLA				DATE:	
SCOPE/WORKDAY ESTIMATE APPROVED BY:						DATE: March 13, 2023	
REASON FOR SUPPLEMENTAL: (If this is a supplemental to the original Scope of Services, state reason for supplemental.)							
PO NUMBER: (If Available)				SUPPLEMENTAL NUMBER: (If Applicable)			

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

TIP NUMBER:	BL-0010
WBS NUMBER(s):	
COUNTY:	Mecklenburg
DESCRIPTION:	Design for approximately 8,550-lf of paved, 12' wide greenway trail with neighborhood connections, and stream crossings.
DISCIPLINE(S) SELECTED:	PM-Project Mgmt : EN-Natural Env : EN-Community Studies : EN-Public Involvement : EP-Env Policy : HY-Hydraulics : IM-Bike Ped : LS-Location Surveys : LS-SUE : PD-Final Pavement Marking & Markers : RE-Erosion Control : SS-Signals : ST-Structures : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination : UT-Utilities Design
PRIMARY CONSULTANT OR NCDOT UNIT:	ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION ** PLEASE NOTE: Rates (Salary, Overhead, Cost of Capital) in this Estimate should match those Rates (Salary, Overhead, Cost of Capital) in CRS (Consultant Rate System).

DISCIPLINE	CLASSIFICATION	EMPLOYEE NAME / INITIALS (First initial, Last initial) Name as submitted to NCDOT	RAW HOURLY RATE**	OVERHEAD* *	FEE	COST OF CAPITAL**
PM-Project Mgmt	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
Project Mgmt		(DE) Darren Even	\$ 63.70			
		(KC) Karen Capps	\$ 64.41			
		(ES) Elizabeth Smyre	\$ 73.53			
		(CG) Carl Gibilaro	\$113.01			
		(TM) Tristan McMannis	\$ 72.65			
		(AH) Adam Hales	\$ 61.23			
		(DG) Dan Grove	\$ 62.12			
		(AH) Andrea Hayden	\$ 84.38			
		(ZB) Zack Brown	\$ 52.74			
		(PK) Paige Krantz	\$ 39.53			
EN-Natural Env	Dewberry Engineers	VENDOR NUMBER			9.00%	
		(DE) Darren Even	\$63.70			
		(TS) Troy Shelton	\$ 50.75			
		(BF) Brett Feulner	\$53.24			
		(JSM) John Merritt	\$51.26			
		(JKM) Joseph McIver	\$31.25			
		(DI) Dylan Irby	\$ 25.48			
		(BY) Brandon Youngs	\$ 25.00			
EN-Community Studies	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
		(DE) Darren Even	\$ 63.70			
		(KC) Karen Capps	\$ 64.41			
		(ES) Elizabeth Smyre	\$ 73.53			
		(CG) Carl Gibilaro	\$ 113.01			
EN-Public Involvement	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
		(DE) Darren Even	\$ 63.70			
		(KC) Karen Capps	\$ 64.41			
		(ES) Elizabeth Smyre	\$ 73.53			
		(CG) Carl Gibilaro	\$ 113.01			
		(TM) Tristan McMannis	\$ 72.65			
		(LE) Lawrence Evans	\$ 38.22			
EP-Env Policy	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
		(DE) Darren Even	\$ 63.70			
		(KC) Karen Capps	\$ 64.41			
		(ES) Elizabeth Smyre	\$ 73.53			
		(CG) Carl Gibilaro	\$ 113.01			
HY-Hydraulics	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
	ESA	(AH) Andrea Hayden	\$84.38			
	EA	(RJ) Rajaraman Jayakrishnan	\$64.64			

TIP NUMBER:	BL-0010
WBS NUMBER(s):	
COUNTY:	Mecklenburg
DESCRIPTION:	Design for approximately 8,550-lf of paved, 12' wide greenway trail with neighborhood connections, and stream crossings.
DISCIPLINE(S) SELECTED:	PM-Project Mgmt : EN-Natural Env : EN-Community Studies : EN-Public Involvement : EP-Env Policy : HY-Hydraulics : IM-Bike Ped : LS-Location Surveys : LS-SUE : PD-Final Pavement Marking & Markers : RE-Erosion Control : SS-Signals : ST-Structures : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination : UT-Utilities Design
PRIMARY CONSULTANT OR NCDOT UNIT:	ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION STANDARD FEE IS 9% UNLESS APPROVED

DISCIPLINE	CLASSIFICATION	EMPLOYEE NAME / INITIALS (First initial, Last initial) Name as submitted to NCDOT	RAW HOURLY RATE**	OVERHEAD* *	FEE	COST OF CAPITAL**
	EJ	(AT) Allison Thompson	\$51.49			
	EJ	(RL) Ryan Lefler	\$48.57			
	ETJ	(KH) Kate Heath	\$38.61			
	ETC					

IM-Bike Ped	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
	PRINCIPAL PLANNER	(TM) Tristan McMannis	\$ 72.65	FEE = 0% if using fully-loaded rates.		
	PLANNING MANAGER	(BL) Brian LaFranchi	\$ 67.35			
	PLANNER II	(PK) Paige Krantz	\$ 39.53			
	PLANNER I	(LE) Lawrence Evans	\$ 38.22			
	PLANNER I	(DB) Daniel Ballard	\$ 37.50			
	SENIOR PLANNER	(DE) Darren Even	\$ 63.70			

LS-Location Surveys	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
	Project Engineer Manager	(TM) Tristan McMannis	\$ 72.65			
	Project Survey Supervisor	(AH) Adam Hales	\$ 61.23			
	Advanced Survey Coordinator	(FC) Frederick Callicot	\$ 39.00			
	Survey Crew Leader	(BB) Bradley Boone	\$ 26.92			
	Assistant Survey Crew Leader					
	Survey Crew Member	(DS) Dennis Staples	\$ 40.48			
	Survey Crew Member	(AO) Aaron Oakley	\$ 27.97			
	Survey Crew Member	(AS) Austin Stoker	\$ 20.80			

LS-SUE	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
	SR CADD TECHNICIAN	(CH) Cody Haney	\$ 34.65			
	PROJECT MANAGER	(DG) Dan Grove	\$ 62.12			
	CADD TECHNICIAN	(SF) Stephen Farrar	\$ 28.35			
	SURVEY ANALYST	(JP) Justin Price	\$ 28.31			
	SUE PROJ. ANALYST					
	TECHNICIAN II	(SZ) Steven Zdunek	\$ 28.35			
	TECHNICIAN I	(HS) Hunter Stoker	\$ 22.50			
	ACCOUNTING CLERK					
	PRINCIPAL / PROF. ENGR.					

PD-Final Pavement Marking & Markers	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
	TEM I	(BL) Brian Lafranchi	\$ 67.35			
	TES III	(LE) Lawrence Evans	\$ 38.22			
	TE II					
	TE I					
	TT V					

RE-Erosion Control	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
	PROJECT MANAGER	(TM) Tristan McMannis	\$ 72.65			
	PROJECT ENGINEER	(BL) Brian Lafranchi	\$ 67.35			
	DESIGN ENGINEER	(PK) Paige Krantz	\$ 39.53			
	SENIOR TECH.	(LE) Lawrence Evans	\$ 38.22			
	TECH. / DRAFT.	(DB) Daniel Ballard	\$ 37.50			

TIP NUMBER:	BL-0010					
WBS NUMBER(s):						
COUNTY:	Mecklenburg					
DESCRIPTION:	Design for approximately 8,550-lf of paved, 12' wide greenway trail with neighborhood connections, and stream crossings.					
DISCIPLINE(S) SELECTED:	PM-Project Mgmt : EN-Natural Env : EN-Community Studies : EN-Public Involvement : EP-Env Policy : HY-Hydraulics : IM-Bike Ped : LS-Location Surveys : LS-SUE : PD-Final Pavement Marking & Markers : RE-Erosion Control : SS-Signals : ST-Structures : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination : UT-Utilities Design					
PRIMARY CONSULTANT OR NCDOT UNIT:	** PLEASE NOTE: Rates (Salary, Overhead, Cost of Capital) in this Estimate should match those Rates (Salary, Overhead, Cost of Capital) in CRS (Consultant Rate System) ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION STANDARD FEE IS 9% UNLESS APPROPRIATE					

DISCIPLINE	CLASSIFICATION	EMPLOYEE NAME / INITIALS (First initial, Last initial) Name as submitted to NCDOT	RAW HOURLY RATE**	OVERHEAD*	FEE	COST OF CAPITAL**
SS-Signals	Dewberry Engineers	VENDOR NUMBER		152.25%	9.00%	
	TES III	(VG) Victoria Guobaitis	\$ 74.52			
	TE III	(PP) Pete Padilla	\$ 47.80			
	TE II	(AB) Austin Beshears	\$ 42.09			
	TEES	(GW) Gilbert Wagi	\$ 50.76			
ST-Structures	Dewberry Engineers	VENDOR NUMBER			9.00%	
	Trans. Eng. Supervisor III	(CG) Carl Gibilaro	\$ 113.01			
	Trans. Engineer III	(ZB) Zack Brown	\$ 52.74			
	Trans. Engineer II	(JP) Jessica Perry	\$ 46.14			
	Trans. Engineer I	(AT) Andrew Tysinger	\$ 36.36			
TM-Work Zone Traffic Control (WZTC)	Dewberry Engineers	VENDOR NUMBER		152.52%	9.00%	
		(BL) Brian LaFranchi	\$ 67.35			
		(LE) Lawrence Evans	\$ 38.22			
UT-Utilities Coordination	Dewberry Engineers	VENDOR NUMBER		190.79%	9.00%	0.4500%
	Utility Coordination Supervisor	(BL) Brian LaFranchi	\$ 67.35			
	Senior Utility Coordinator	(DG) Dan Grove	\$ 62.12			
	Utility Coordinator	(PK) Paige Krantz	\$ 39.53			
	Junior Technician	(LE) Lawrence Evans	\$ 38.22			
	MISCELLANEOUS1					
	MISCELLANEOUS2					
	MISCELLANEOUS3					
UT-Utilities Design	Dewberry Engineers	VENDOR NUMBER		190.79%	9.00%	0.4500%
	Utility Design Supervisor	(BL) Brian LaFranchi	\$ 67.35			
	Senior Utility Engineer	(DG) Dan Grove	\$ 62.12			
	Utility Engineer					
	Junior Technician	(LE) Lawrence Evans	\$ 38.22			
	MISCELLANEOUS1					
	MISCELLANEOUS2					
	MISCELLANEOUS3					

TIP NUMBER:

BL-0010

WBS NUMBER(s):

COUNTY:

Mecklenburg

DESCRIPTION:

Design for approximately 8,550-lf of paved, 12' wide greenway trail with neighborhood connections, and stream crossings.

DISCIPLINE(S) SELECTED:

PM-Project Mgmt : EN-Natural Env : EN-Community Studies : EN-Public Involvement : EP-Env Policy : HY-Hydraulics : IM-Bike Ped : LS-Location Surveys : LS-SUE : PD-Final Pavement Marking & Markers : RE-Erosion Control : SS-Signals : ST-Structures : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination : UT-Utilities Design

PRIMARY CONSULTANT OR NCDOT UNIT:

ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION

STANDARD FEE IS 9% UNLESS APPROPRIATE

DISCIPLINE	CLASSIFICATION	EMPLOYEE NAME / INITIALS (First initial, Last initial) Name as submitted to NCDOT	RAW HOURLY RATE**	OVERHEAD*	FEE	COST OF CAPITAL**
GT-Geotechnical-SUB1	Froehling & Robertson	VENDOR NUMBER		241.10%	9.00%	1.8740%
	Project Engineer	(AK) Alexander Kuczera	\$ 51.44			
	Senior Engineer	(AF) Andrew Frank	\$ 61.21			
	Staff Engineer	(CW) CJ Warren	\$ 38.46			
	CAD Production	(CW) CJ Warren	\$ 38.46			
	Admin	(PG) Paula Gibson	\$ 34.47			
ST-Structures-SUB1	ECS	VENDOR NUMBER		214.55%	9.00%	0.3600%
	Trans. Eng. Supervisor III	(MM) Mohammed Mulla	\$ 93.83			
	Trans. Engineer III	(JR) James P. Racine	\$ 64.38			
	Trans. Engineer II	(AH) Ashley Huxtable	\$ 42.55			
	Trans. Technician V	(MLM) Mackenzie Malisher	\$ 28.85			
	Trans. Engineer III	(DC) Doug Chappell	\$ 74.28			

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Huntersville

County: Mecklenburg

TIP: BL-0010

Project: Huntersville Greenway, Torrence Creek Greenway to

Scope: Construction of The Park – Huntersville Greenway, which is approximately 1.6 miles. The multi-use path will create an off-road connection between the existing Torrence Creek Greenway, The Park – Huntersville businesses & multi-family homes, and Reese Boulevard. The multi-use path typical section will consist of 5-7 ft. planting strip and a 10 ft. wide path, the off-street trail typical section will consist of 12 ft. wide path.

Eligible Activities:

PE	49485.1.1	Design
		Environmental
ROW	49485.2.1	ROW Acquisition
		Utility Relocation
CON	49485.3.1	Construction
FEDERAL-AID	1007044	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$1,746,000	50 %	\$1,746,000	50 %
Total Estimated Cost		\$3,492,000		

Responsibility: The Town of Huntersville shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

MECKLENBURG COUNTY

DATE: 8/1/2022

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: BL-0010

AND

WBS Elements: PE 49485.1.1

ROW 49485.2.1

TOWN OF HUNTERSVILLE

CON 49485.3.1

FEDERAL-AID NUMBER: 1007044

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,746,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Huntersville, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Huntersville Greenway, Torrence Creek Greenway to , hereinafter referred to as the Project, in Mecklenburg County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,746,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

Project consists of the construction of The Park – Huntersville Greenway, which is approximately 1.6 miles. The multi-use path will create an off-road connection between the existing Torrence Creek Greenway, The Park – Huntersville businesses & multi-family homes, and Reese Boulevard. The multi-use path typical section will consist of 5-7 ft. planting strip and a 10 ft. wide path, the off-street trail typical section will consist of 12 ft. wide path.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Surface Transportation Block Grant Program (BGDA). The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (50%) of eligible expenses incurred by the Municipality up to a maximum amount of One Million Seven Hundred For-Six Thousand Dollars (\$1,746,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$1,746,000	50 %	\$1,746,000	50 %
Total Estimated Cost		\$3,492,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$349,200 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in

writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required

thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections

133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules

and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.

- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this

Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Huntersville Greenway, Torrence Creek Greenway to , or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,746,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the

Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

TOWN OF HUNTERSVILLE

BY: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Huntersville

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ September 8, 2022 (Date)

Score matrix for selection. Average scores from the selection committee listed. The top 3 firms invited to interview process.

Firm	Experience, Knowledge, & workload - 10%	Understanding - 35%	Experience of Personnel - 35%	Past Performance with NCDOT &/or TOH - 20%	Totals
	Low 1 - 5 High	Low 1 - 5 High	Low 1 - 5 High	Low 1 - 5 High	
ESP Associates, Inc	4.5	4.5	4.6	4.6	91.10
alta	3.5	4.5	4.5	3.5	84.00
Transsystems	3.3	3.8	3	3	66.20
Dewberry	4.3	4.5	4.5	3.8	86.80
Kimley-Horn	3.6	4	4	3.6	77.60

Note: ESP was originally selected August 2023, soon after 2 of the main staff we hired left the company. We were worried about ESP's capacity on being able to take on this project and made the decision to not work with ESP 10/30/23.

Note: Dewberry was selected and approved by NCDOT 11/03/2023



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Resolution - Arahova Roundabout Upgrades construction contract

EXPLAIN REQUEST:

Resolution to accept the Arahova Roundabout Upgrades construction contract. This project consists of realignment of the existing roundabout and modifying existing curb and gutter for easier turning movements.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

The contract proposed does not exceed funding within budgeted amounts.

ATTACHMENTS:

1. CBL contract 5.14.24
2. Arahova - Bid Summary



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE ARAHOVA ROUNABOUT UPGRADES CONSTRUCTION CONTRACT

Resolution No. R-2024-17

WHEREAS, the Town of Huntersville proposes to enter into a construction services agreement for the Arahova Dr Roundabout Upgrades Project (the "Project"); and

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

WHEREAS, the Town now desires to enter into a construction services agreement with Country Boy Landscaping, (the "Agreement"), the Agreement being attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and awards the Project to Country Boy Landscaping, the lowest responsible responsive bidder.
2. The Agreement for the project attached hereto as Exhibit A is approved.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution, including signing the Agreement and any related documents; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 17th day of June, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



REQUEST FOR INFORMAL, COMPETITIVE BIDS

The Town of Huntersville will receive informal bids for the Arahova Drive Roundabout Upgrades Project until 2:00pm on Tuesday, May 14, 2024. All bids should be sent to Kevin Garton at kgarton@huntersville.org. 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 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: Arahova Drive Roundabout Upgrade

LOCATION OF THE WORK: Arahova Drive at Boulder Park

TYPE OF WORK: Roundabout Realignment

BIDS MUST BE RECEIVED BY: Tuesday May 14, 2024, by 2:00 p.m.

EMAIL ADDRESS FOR BID SUBMISSION: kgarton@huntersville.org

DATE OF AVAILABILITY & COMPLETION: June 3, 2024 to September 1, 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.

Country Boy Landscaping, Inc. 67108
NAME OF BIDDER N.C. CONTRACTOR'S LICENSE NUMBER

P.O. Box 290 Harmony, NC 28634
ADDRESS OF BIDDER

[Signature]
SIGNATURE OF BIDDER

Arahova Drive Roundabout Upgrades

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 Arahova Drive Roundabout Upgrades as 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 irregular and shall be grounds for rejection of the bid.

- 1.1 Standard Specifications. Those provisions of North Carolina Department of Transportation 2024 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 BIDDERS MUST INCLUDE SALES TAXES, IF ANY IS EXPECTED TO BE PAID IN PERFORMANCE OF THE WORK, IN UNIT PRICING.
- 1.3 All entries on the bid form, including signatures, shall be written in ink.
- 1.4 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*****
- 1.5 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.
- 1.6 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.
- 1.7 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)

- 1.8 Bids submitted by corporations shall bear the seal of the corporation.
- 1.9 The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 1.10 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.
- 1.11 Withdrawal of bids shall be governed by N.C.G.S. § 143-129.1.
- 1.12 The successful bidder will be required to sign the Contract within ten (10) consecutive days of the award, or otherwise forfeit their bid deposit.

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 Arahova Drive Roundabout Upgrades as 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 2024 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 2024 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 2024 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 2024 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

103-14 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 Arahova Roundabout Upgrades Project Improvements 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 2024 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 2024 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 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 2024 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 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 and 9:00 A.M. Tuesday.
- For Independence Day, between the hours of 6:00 A.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 6:00 A.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 6:00 A.M. Tuesday and 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 Day.

2.8 MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the 2024 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, incorporated herein by reference. Copies are available at the Huntersville Public Works Department.

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 sub-

contractors 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.

2.25 TWELVE (12) MONTH GUARANTEE

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Town. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Town, and/or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. The Town would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Town would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

3.0 PROJECT SPECIAL PROVISIONS - ROADWAY

Standard Specifications. Those provisions of North Carolina Department of Transportation 2024 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 90 days after the official Notice to Proceed. No extensions will be authorized except as authorized by Article 108-10 of the 2024 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 responsibility to be replaced 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 2024 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 2024 Standard Specifications Road and Structures.

The base price index for asphalt binder is \$ 593.75 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals as of April 1, 2024.

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 2024 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 2024 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 2024 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 2024 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 Arahova Roundabout Upgrades 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

Country Boy Landscaping, Inc., (the "Contractor") with address
P.O. Box 270 Harmony, NC 28034

Contractor's Federal Social Security ID No.: 56-2157111

Contractor's License No.: 67108

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

Contractor

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

By: [Signature]
(Signature)

Title: President

Attest: [Signature]
(Secretary, if a corporation)

Town of Huntersville

Town Manager

Attest:

Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

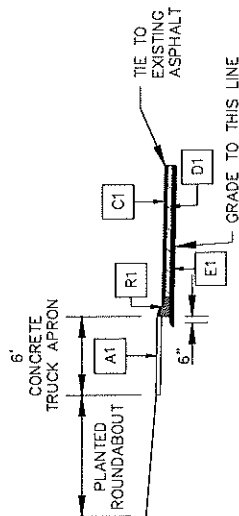
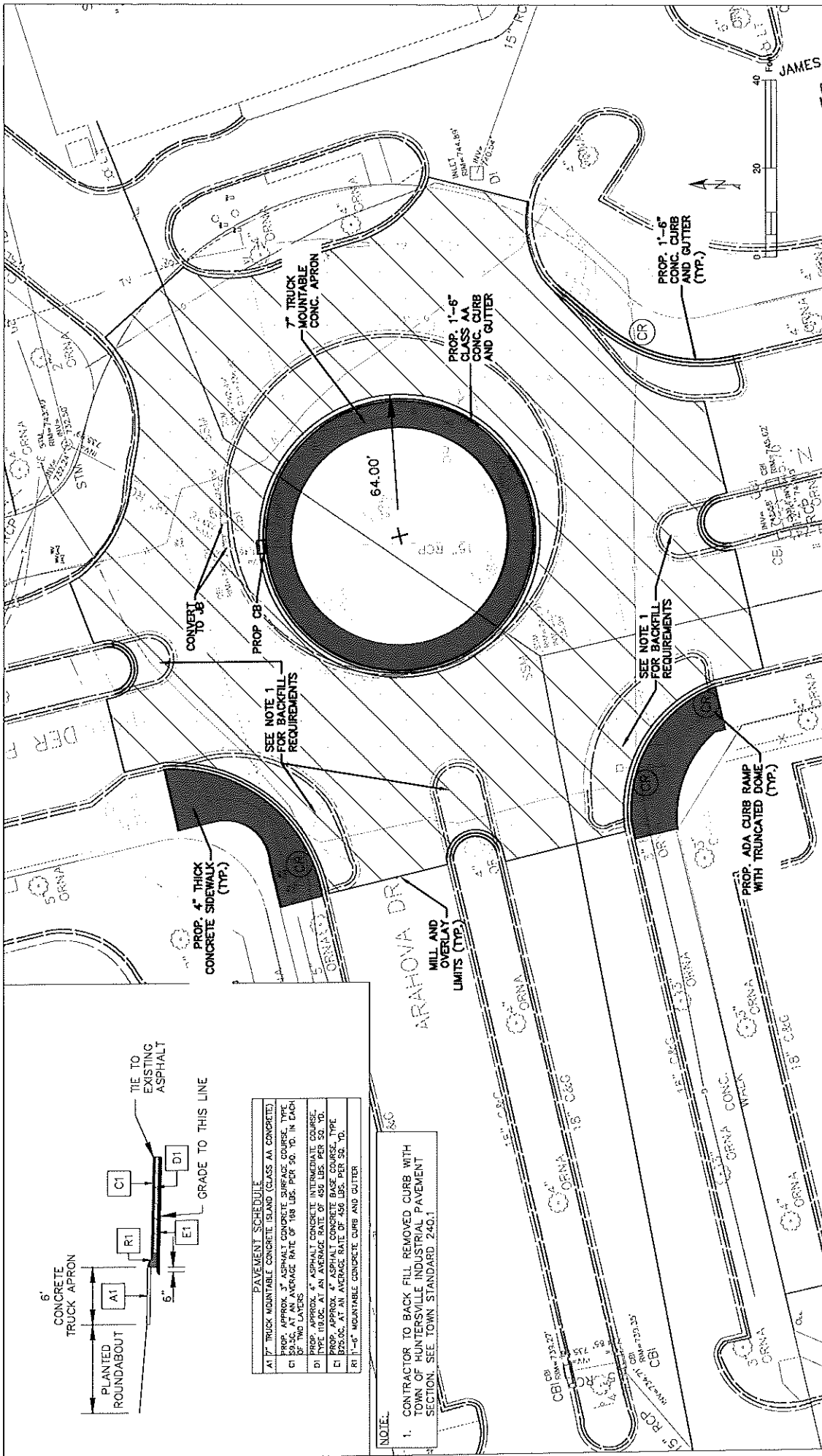
Finance Director



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



PAVEMENT SCHEDULE	
A1	7" TRUCK MOUNTABLE CONCRETE ISLAND (CLASS AA CONCRETE)
C1	PROP. APPROX. 3" ASPHALT CONCRETE SURFACE COURSE, TYP.
D1	PROP. APPROX. 4" ASPHALT CONCRETE INTERMEDIATE COURSE
E1	PROP. APPROX. 4" ASPHALT CONCRETE BASE COURSE, TYP.
F1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
G1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
H1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
I1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
J1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
K1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
L1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
M1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
N1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
O1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
P1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
Q1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
R1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
S1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
T1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
U1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
V1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
W1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
X1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
Y1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.
Z1	PROP. APPROX. 4" ASPHALT CONCRETE SUB-BASE COURSE, TYP.

NOTE:
1. CONTRACTOR TO BACK FILL REMOVED CURB WITH TOWN OF HUNTERSVILLE INDUSTRIAL PAVEMENT SECTION. SEE TOWN STANDARD 240.1

EXHIBIT B - ITEMIZED PROPOSAL

Line No.	Item	Unit	Qty.	Unit Cost	Total Amount
1	Mobilization	LS	1	\$ 15,000. ⁰⁰	\$ 15,000. ⁰⁰
2	Construction Surveying	LS	1	\$ 18,000. ⁰⁰	\$ 18,000. ⁰⁰
3	Grading	LS	1	\$ 130,000. ⁰⁰	\$ 130,000. ⁰⁰
4	Clearing and Grubbing	LS	1	\$ 6,500. ⁰⁰	\$ 6,500. ⁰⁰
5	Incidental Stone Base	Ton	50	\$ 0.01	\$ 0.50
6	Milling Asphalt Pavement, 1.5" Depth	SY	1,600	\$ 0.01	\$ 16.00
7	Asphalt Conc Base Course, Type B25.0C	Ton	95	\$ 250.00	\$ 23,750.00
8	Asphalt Conc Intermediate Course, Type I19.0C	Ton	95	\$ 250.00	\$ 23,750.00
9	Asphalt Conc Surface Course, Type S9.5C	Ton	390	\$ 225.00	\$ 87,750.00
10	Asphalt Binder for Plant Mix	Ton	40	\$ 950.00	\$ 38,000.00
11	Masonry Drainage Structures	EA	1	\$ 5,850.00	\$ 5,850.00
12	Convert CB to JB	EA	1	\$ 4,500.00	\$ 4,500.00
13	Frame with Cover	EA	1	\$ 950.00	\$ 950.00
14	7" Truck Mountable Concrete Apron, Class AA Conc.	SY	120	\$ 250.00	\$ 30,000.00
15	1'-6" Concrete Curb and Gutter, Class AA Concrete	LF	200	\$ 52.00	\$ 10,400.00
16	1'-6" Concrete Curb and Gutter	LF	190	\$ 50.00	\$ 9,500.00
17	4" Concrete Sidewalk	SY	90	\$ 115.00	\$ 10,350.00
18	ADA Curb Ramps with Truncated Domes	EA	4	\$ 3,250.00	\$ 13,000.00
18	Traffic Control	LS	1	\$ 30,000.00	\$ 30,000.00
19	Erosion Control	LS	1	\$ 4,000.00	\$ 4,000.00
				Total Construction Cost	\$ 461,316.50

Country Boy Landscaping, Inc. 5/14/24
Company Name Date

Chris C. Cartner President
Print Name Title


Signature

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** Country Bay Landscaping, Inc.
Address 1 P.O. Box 290
City, State Zip Harmony, NC 28634
Contact Name Seth Hathcock
Contact Email seth@cblinc.net

PROJECT: Arahova Drive Roundabout Upgrades
SITE LOCATION(S): Arahova Drive at Boulder Park

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 Country Bay Landscaping, Inc. located at 429 Old Mecklenburg Rd. Statesville, NC 28625 (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 Arahova Roundabout Upgrades 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 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

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

Town Manager

By:

[Signature]
(Signature)

Attest:

Town Clerk

Title:

President

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

Attest:

[Signature]
(Secretary, if a corporation)

Finance Director

Contractor's Federal Social Security ID No.:

56-2157111

Contractor's License No.:

67108

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.

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.

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 Exhibit A in Bid)

EXHIBIT D- PERFORMANCE AND PAYMENT BONDS

(Insert Bonds Accordingly)

CONTRACT PAYMENT BOND

Bond Number: 2352615

Date of Payment Bond Execution: _____

Name of Principal Contractor: Country Boy Landscaping, Inc.

Name of Surety: Swiss Re Corporate Solutions America Insurance Corporation

Name of Contracting Body: Town of Huntersville, NC

105 Gilead Road, Suite 300, Huntersville, NC 28078

Amount of Bond: \$461,316.50

Contract ID No.: _____

County Name: Arahova Drive Roundabout Upgrade, Arahova Drive at Boulder Park

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.

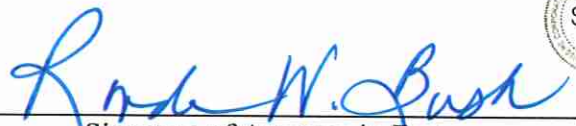
 **COPY**

CONTRACT PAYMENT BOND, CON'D

Affix Seal of Surety Company

Swiss Re Corporate Solutions America Insurance Corporation
Print or type Surety Company Name

By Ronda W. Bush
Print, stamp or type name of Attorney-in-Fact


Signature of Attorney-in-Fact




Signature of Witness

Joseph Kelly
Print or type Signer's name

550 South Caldwell Street, 15th Floor
Charlotte, NC 28202

Address of Attorney-in-Fact

 **COPY**

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

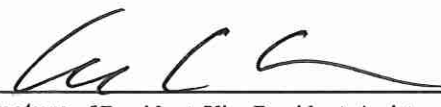
Country Boy Landscaping, Inc.

Full name of Corporation

429 Old Mocksville Road, Statesville, North Carolina 28625

Address as prequalified

By


Signature of President, ~~Vice President~~, ~~Assistant Vice President~~
Select appropriate title

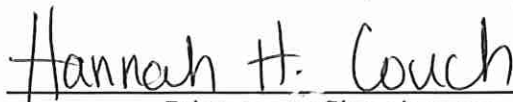


Print or type Signer's name



Attest


Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title


Print or type Signer's name



CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet.

17 COPY

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

KENNETH J. PEEPLES, BOBBI D. PENDLETON, HEATHER SEGRIST, CHRISTOPHER A. LYDICK, JULIA C. McELIGOTT, ADAM PFANMILLER,
MEGAN S. BARTMAN, RONDA W. BUSH, DAVID LIGGETT, MARGO G. ROBERTS, CAMILLE MOYE EDWARDS, JOSEPH ZOLLER,
MICHAEL MCCREADIE, HOLDEN KEEN, KATHERINE L. PEARCE, PHILLIP KNOWER, CHELSEA CRANEY, AND TURNER A. ESTEP JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2021.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 24th day of JULY, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 24th day of JULY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of JULY, 20 23.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

COPY

Bond Number: 2352615

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: Country Boy Landscaping, Inc.

Name of Surety: Swiss Re Corporate Solutions America Insurance Corporation

Name of Contracting Body: Town of Huntersville, NC
105 Gilead Road, Suite 300, Huntersville, NC 28078

Amount of Bond: \$461,316.50

Contract ID No.: _____

County Name: Arahova Drive Roundabout Upgrade, Arahova Drive at Boulder Park

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.

 **COPY**

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Swiss Re Corporate Solutions America Insurance Corporation

Print or type Surety Company Name

By Ronda W. Bush

Print, stamp or type name of Attorney-in-Fact

Ronda W. Bush

Signature of Attorney-in-Fact



[Signature]

Signature of Witness

Joseph Kelly

Print or type Signer's name

550 South Caldwell Street, 15th Floor
Charlotte, NC 28202

Address of Attorney-in-Fact

COPY

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Country Boy Landscaping, Inc.

Full name of Corporation

429 Old Mocksville Road, Statesville, North Carolina 28625

Address as prequalified

By



Signature of President, ~~Vice President~~, Assistant Vice President

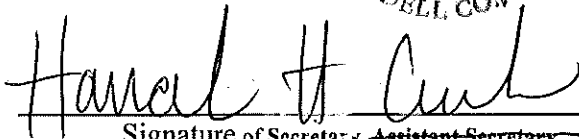
Select appropriate title



Print or type Signer's name

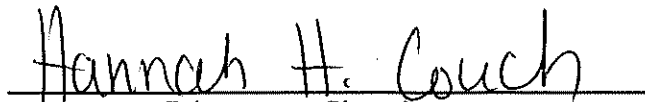


Attest



Signature of Secretary, ~~Assistant Secretary~~

Select appropriate title



Print or type Signer's name

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet.

000

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

KENNETH J. PEEPLES, BOBBI D. PENDLETON, HEATHER SEGRIST, CHRISTOPHER A. LYDICK, JULIA C. McELIGOTT, ADAM PFANMILLER,
MEGAN S. BARTMAN, RONDA W. BUSH, DAVID LIGGETT, MARGO G. ROBERTS, CAMILLE MOYE EDWARDS, JOSEPH ZOLLER,
MICHAEL MCCREADIE, HOLDEN KEEN, KATHERINE L. PEARCE, PHILLIP KNOWER, CHELSEA CRANEY, AND TURNER A. ESTEP JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 24th day of JULY, 20 23

State of Illinois
County of Cook

§§

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 24th day of JULY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20 .

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Arahova Drive Roundabout Upgrades Bid Tab		
King Asphalt	Country Boy Landscaping, Inc.	Church Brothers Grading, Inc.
\$462,900.00	\$461,316.50	\$479,570.00



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Lara Cagle, Human Resources Director

Subject: Personnel Policy Amendment

EXPLAIN REQUEST:

Consider approval of Town Personnel Policy amendment to incorporate Pregnant Workers Fairness Act requirements.

ACTION RECOMMENDED:

The Equal Employment Opportunity Commission (EEOC) issued its final Pregnant Workers Fairness Act (PWFA) rules on April 15, 2024, requiring employers with 15 or more employees to provide reasonable accommodations to any employee with a physical or mental limitation that results from pregnancy, childbirth, or related conditions. The following language will be added to the Town's Personnel Policy, Article II, General Employment Principles, to reflect the requirements of the PWFA.

The Town will comply with the requirements contained in the Federal Pregnant Workers Fairness Act. The Town will endeavor to make reasonable accommodations for applicants and employees related to pregnancy, childbirth, related medical conditions, and lactation or the need to express breast milk for a nursing child, even if the employee is not experiencing a pregnancy-related disability. Accommodations may include, but are not limited to modified work schedules, breaks, physical assistance, and temporary suspension of an essential job function. Leave requests for employees under this provision may be paid or unpaid based on Article VIII. Leave Policies.

An applicant or employee who believes they need a reasonable accommodation should discuss the need for possible accommodation with Human Resources. The accommodation will be provided unless it creates an undue hardship.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Lara Cagle, Human Resources Director

Subject: Classification and Compensation Study

EXPLAIN REQUEST:

Consider approving the updated pay ranges based on FY2024 Classification and Compensation Plan presented at the May 6, 2024 Board meeting. This study included review of all positions within the Town and recommends adopting new pay grades and ranges to better reflect position duties and align with comparable municipalities.

ACTION RECOMMENDED:

Consider approving new pay ranges.

FINANCIAL IMPLICATIONS:

Funding associated with these changes are included in the FY2025 adopted budget.

ATTACHMENTS:

1. Pay Ranges FY2025



Grade	Position Title	Minimum	Midpoint	Maximum
101		\$ 38,480.00	\$ 48,100.00	\$ 57,720.00
	ADMINISTRATIVE ASSISTANT I			
	ATHLETIC ASSISTANT I			
	CODE ENFORCEMENT TECHNICIAN			
	PARK OPERATIONS TECHNICIAN I			
	PUBLIC WORKS TECHNICIAN I			
	RECREATION ASSISTANT I			
102		\$ 40,788.80	\$ 50,986.00	\$ 61,183.20
	ATHLETIC ASSISTANT II			
	PARK OPERATIONS TECHNICIAN II			
	POLICE RECORDS TECHNICIAN			
	PUBLIC WORKS TECHNICIAN II			
	RECREATION ASSISTANT II			
103		\$ 43,236.13	\$ 54,045.16	\$ 64,854.19
	ADMINISTRATIVE ASSISTANT II			
	ANIMAL SERVICES TECHNICIAN			
	ENGINEERING TECHNICIAN			
	LEAD PARK OPERATIONS TECHNICIAN			
	PROPERTY AND EVIDENCE TECHNICIAN			
104		\$ 45,830.30	\$ 57,287.87	\$ 68,745.44
	BUILDING SERVICES SPECIALIST			
	FLEET TECHNICIAN			
	PARK SERVICES SPECIALIST			
105		\$ 48,580.11	\$ 60,725.14	\$ 72,870.17
	EXECUTIVE ASSISTANT			
	HEAVY EQUIPMENT OPERATOR			
	PLAN REVIEW TECHNICIAN			
106		\$ 51,494.92	\$ 64,368.65	\$ 77,242.38
	ADMINISTRATIVE ANALYST			
	BUILDING SERVICES SUPERVISOR			
	CODE ENFORCEMENT OFFICER			
	CRIME SCENE TECHNICIAN			
	HUMAN RESOURCES SPECIALIST			
	IT HELP DESK SPECIALIST			
	LAND DEVELOPMENT BOND COORDINATOR			
	PARK SERVICES SUPERVISOR			

Grade	Position Title	Minimum	Midpoint	Maximum
107		\$ 54,584.62	\$ 68,230.77	\$ 81,876.92
	ATHLETIC MANAGER			
	EVENTS MANAGER			
	PLANNER I			
	POLICE FLEET SPECIALIST			
	PUBLIC WORKS CREW LEADER			
	RECREATION MANAGER			
108		\$ 57,859.69	\$ 72,324.62	\$ 86,789.54
	COMMUNICATIONS SPECIALIST			
	PARK OPERATIONS MANAGER			
	PLANNER II			
	POLICE PLANNER / ACCREDITATION MANAGER			
	RECREATION FACILITY MANAGER			
	STAFF ACCOUNTANT			
	VICTIM ADVOCATE			
109		\$ 61,331.27	\$ 76,664.09	\$ 91,996.91
	CRIME ANALYST			
	IT SYSTEMS ADMINISTRATOR I			
	PROJECT COORDINATOR			
	VICTIM ADVOCATE LEAD			
110		\$ 65,011.15	\$ 81,263.94	\$ 97,516.73
	CONSTRUCTION INSPECTOR			
	FINANCE AND PAYROLL ADMINISTRATOR			
	FLEET SUPERINTENDENT			
	GIS COORDINATOR			
	PUBLIC WORKS SUPERINTENDENT			
	SAFETY & RISK COORDINATOR			
	SENIOR PLANNER			
111		\$ 68,911.82	\$ 86,139.77	\$ 103,367.73
	ATHLETIC SUPERINTENDENT			
	EROSION CONTROL MANAGER			
	PARKS OPERATIONS SUPERINTENDENT			
	RECREATION SUPERINTENDENT			
112		\$ 73,046.53	\$ 91,308.16	\$ 109,569.79
	IT SYSTEMS ADMINISTRATOR II			
	PRINCIPAL PLANNER			
	TOWN CLERK			



Grade	Position Title	Minimum	Midpoint	Maximum
113		\$ 77,429.32	\$ 96,786.65	\$ 116,143.98
	ASSISTANT PARKS AND RECREATION DIRECTOR			
	COMMUNICATIONS MANAGER			
	ENGINEER I			
	PUBLIC WORKS ASSISTANT DIRECTOR			
114		\$ 82,075.08	\$ 102,593.85	\$ 123,112.62
	ENGINEER II			
115		\$ 86,999.58	\$ 108,749.48	\$ 130,499.38
	ASSISTANT FINANCE DIRECTOR			
	ASSISTANT PLANNING DIRECTOR			
	ENGINEERING MANAGER			
	STAFF ATTORNEY			
120		\$ 114,142.22	\$ 145,531.34	\$ 176,920.45
	ENGINEERING DIRECTOR			
	FINANCE DIRECTOR			
	FIRE CHIEF			
	HUMAN RESOURCES DIRECTOR			
	IT DIRECTOR			
	PARKS AND RECREATION DIRECTOR			
	PLANNING DIRECTOR			
	PUBLIC WORKS DIRECTOR			
122		\$ 128,250.20	\$ 163,519.01	\$ 198,787.82
	ASSISTANT TOWN MANAGER			
	POLICE CHIEF			
125		\$ 152,748.04	\$ 194,753.76	\$ 236,759.47
	DEPUTY TOWN MANAGER			
	TOWN ATTORNEY			
POLICE				
201	POLICE OFFICER	\$ 54,560.00	\$ 68,200.00	\$ 81,840.00
202	SENIOR POLICE OFFICER	\$ 57,833.60	\$ 72,292.00	\$ 86,750.40
203	MASTER POLICE OFFICER	\$ 61,303.62	\$ 76,629.52	\$ 91,955.42
205	POLICE SERGEANT	\$ 68,880.74	\$ 86,100.93	\$ 103,321.11
207	POLICE LIEUTENANT	\$ 77,394.40	\$ 96,743.00	\$ 116,091.60
209	POLICE CAPTAIN	\$ 86,960.35	\$ 108,700.44	\$ 130,440.53
211	ASSISTANT POLICE CHIEF	\$ 97,708.65	\$ 122,135.81	\$ 146,562.98
FIRE				
301	FIREFIGHTER	\$ 48,800.00	\$ 61,000.00	\$ 73,200.00
304	FIRE ENGINEER	\$ 58,121.58	\$ 72,651.98	\$ 87,182.37
306	FIRE CAPTAIN	\$ 65,305.41	\$ 81,631.76	\$ 97,958.11



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Budget Amendment - Governing Body

EXPLAIN REQUEST:

Appropriate Interest earnings (103600.9999) in the amount of \$16,000 for NC Metropolitan Mayors Coalition dues, new Board Member training and travel, and state mandated ethics class to various Governing Board expense line items.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

Decrease in general fund balance of \$16,000.

ATTACHMENTS:

None



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Budget Amendment - Dellwood Building Assessment Study

EXPLAIN REQUEST:

Appropriate Capital Reserve revenue (103510.9999) of \$16,500 to the Parks and Recreation Contract Services account (106200.0314) for the cost of the Dellwood Building Assessment Study to determine the building repair needs.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Budget Amendment - Parks and Recreation

EXPLAIN REQUEST:

This amendment appropriates increased cost of painting the caboose at Veterans Park, removal of dead trees at various parks, replacement of the grinder pump at Waymer Park, repair of main water line at Barry Park and field lighting repairs at Barry Park, North Mecklenburg Park and Abernathy Park appropriate interest earnings (103600.9999) of \$50,000 to various park expense line items.

ACTION RECOMMENDED:

Approve budget amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Appropriate Community Needs Funds

EXPLAIN REQUEST:

Appropriate Community Needs contributions (103995.9999.19003) of \$10,605 to the Miscellaneous Expense - Community Emergency Needs expense account (105100.0499.19003). These funds are donated to the Town to use to help citizens in times of need.

ACTION RECOMMENDED:

Approve Board Action.

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Code of Ordinances Text Amendment to Include Classes of Ordinances of Transitory Nature

EXPLAIN REQUEST:

This text amendment is to update Section 10.14 of the Code of Ordinances to include classes of ordinances of transitory nature. Certain ordinances are of limited interest or transitory nature and are not fully incorporated into the Code of Ordinances. These classes of ordinances may be omitted from the code, but the code should describe those omitted classes of ordinances. This text amendment updates the code to describe certain classes of ordinances that may be omitted.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Chapter 10.14 ordinances unaffected



AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE CODE OF ORDINANCES

Ordinance No. O-2024-9

WHEREAS, the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 10.14 of Chapter 10 of the Code of Ordinances, Ordinances Unaffected, is hereby amended as follows.

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

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 10.14 of Chapter 10 of the Code of Ordinances, Ordinances Unaffected, is hereby amended as follows:

10.14 Ordinances Unaffected

All ordinances of a temporary or special nature and all other ordinances pertaining to subjects not embraced in this code shall remain in full force and effect unless herein repealed expressly or by necessary implication.

Nothing in this Code or the ordinance adopting this Code shall be construed to repeal or otherwise affect the validity of any of the following:

- (1) Any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this Code;
- (2) Any ordinance or resolution promising or guaranteeing the payment of money for the Town or authorizing the issuance of any bonds of the Town or any evidence of the Town's indebtedness;
- (3) Any contract or obligation assumed by the Town;
- (4) Any ordinance fixing the salary of any Town officer or employee;
- (5) Any right or franchise granted by the Town;
- (6) Any ordinance dedicating, naming, establishing, locating, relocating, opening, widening, paving, etc., any street or public way in the Town;
- (7) Any appropriation ordinance;
- (8) Any ordinance which, by its own terms, is effective for a stated or limited term;
- (9) Any ordinance providing for local improvements and assessing taxes for such improvements;
- (10) Any zoning ordinance;
- (11) Any ordinance dedicating or accepting any subdivision plat;
- (12) Any ordinance describing or altering the boundaries of the Town;
- (13) Any ordinance relating to social security and retirement benefits for Town officers and employees;
- (14) The administrative ordinances or resolutions of the Town not in conflict or inconsistent with the provisions of this Code;
- (15) Any ordinance levying or imposing taxes not included in this Code;
- (16) Any ordinance establishing or prescribing street grades in the Town;
- (17) Any personnel ordinance;
- (18) Any subdivision ordinance.

Nor shall such ordinance be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed. All such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this Code.

Section 2. Effective Date.

This ordinance shall become effective upon the date of adoption.

Adopted this 17th day of June, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE

CODE OF ORDINANCES

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 10.14 of Chapter 10 of the Code of Ordinances, Ordinances Unaffected, is hereby amended as follows:

10.14 Ordinances Unaffected

All ordinances of a temporary or special nature and all other ordinances pertaining to subjects not embraced in this code shall remain in full force and effect unless herein repealed expressly or by necessary implication.

Nothing in this Code or the ordinance adopting this Code shall be construed to repeal or otherwise affect the validity of any of the following:

- (1) Any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this Code;
- (2) Any ordinance or resolution promising or guaranteeing the payment of money for the Town or authorizing the issuance of any bonds of the Town or any evidence of the Town's indebtedness;
- (3) Any contract or obligation assumed by the Town;
- (4) Any ordinance fixing the salary of any Town officer or employee;
- (5) Any right or franchise granted by the Town;
- (6) Any ordinance dedicating, naming, establishing, locating, relocating, opening, widening, paving, etc., any street or public way in the Town;
- (7) Any appropriation ordinance;
- (8) Any ordinance which, by its own terms, is effective for a stated or limited term;
- (9) Any ordinance providing for local improvements and assessing taxes for such improvements;
- (10) Any zoning ordinance;
- (11) Any ordinance dedicating or accepting any subdivision plat;
- (12) Any ordinance describing or altering the boundaries of the Town;
- (13) Any ordinance relating to social security and retirement benefits for Town officers and employees;
- (14) The administrative ordinances or resolutions of the Town not in conflict or inconsistent with the provisions of this Code;
- (15) Any ordinance levying or imposing taxes not included in this Code;
- (16) Any ordinance establishing or prescribing street grades in the Town;
- (17) Any personnel ordinance;
- (18) Any subdivision ordinance

Nor shall such ordinance be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed. All such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this Code.

Section 2. Effective Date.

This ordinance shall become effective upon the date of adoption.

Ordinance No. _____



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Jackie Huffman, Deputy Town Manager

Subject: General Fund Balance Transfer to HFFA.

EXPLAIN REQUEST:

The Town has maintained a separate enterprise fund to account for HFFA operations since inception in 2001. Through FY 2006, HFFA results of operations created a deficit covered by the General Fund of over \$5 million. This was recorded in the Town's financial statements as an outstanding balance intended to be repaid. The balance did not change through FY 2018. Post Covid, the deficit has grown to an estimated \$6.2 million.

Preferred governmental accounting standards indicate that "if repayment is not expected within a reasonable time, the interfund balances should be reduced and the amount that is not expected to be repaid should be reported as a transfer from the fund that made the loan to the fund that received the loan." (GASB Codification Section 1800.102) In addition to the GASB recommendations, Moody's bond rating agency has questioned the status of the balance.

The HFFA committee has recommended this action.

In the event future operations generate positive cash flow, a transfer of any amount could be returned to the General Fund.

This agenda item transfers \$6.2 million of general fund balance to the HFFA fund.

ACTION RECOMMENDED:

Approve budget amendment.

FINANCIAL IMPLICATIONS:

Decrease in General fund balance of \$6.2 million.

ATTACHMENTS:

None



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Second Amended and Restated Transit Governance Interlocal

EXPLAIN REQUEST:

In February 1999, the original Transit Governance Interlocal Agreement was approved by the "Parties," which include the City of Charlotte, Mecklenburg County, and the six Mecklenburg County towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville.

In November 2005, an Amended Transit Governance Interlocal Agreement was approved by the Parties.

The proposed Second Amended and Restated Transit Governance Interlocal Agreement (the "Amended Agreement") includes the following changes:

- New annual discretionary fund of \$500,000, which the Metropolitan Transit Commission;
- (MTC) may use to fund studies or commission reports related to the Charlotte Area Transit System (CATS);
- Expanded role for MTC in developing CATS budgets;
- Enhanced process for selecting and recommending the CATS Chief Executive Officer (CEO);
- Increased reporting requirements for CATS and CATS's CEO to MTC;
- Revision of the term of the Amended Agreement to continue through the end of Fiscal Year 2034; and
- Various other technical and administrative updates.

Pursuant to Article 20 of Chapter 160A of the NC General Statutes, the city may perform jointly any function that it has the power to perform alone via a contract or agreement with other local governments and may enter into contracts and agreements to specify the details of these joint undertakings.

The Amended Agreement, as a joint undertaking under Article 20 of Chapter 160A, must be approved by resolution of the City Council.

The attached resolution would approve the Amended Agreement. In addition, it would authorize the City Manager to execute the agreement if the following conditions are met: (a) the agreement is consistent with the terms presented to City Council and the purpose for which it was approved, (b) the MTC has voted to approve such agreement, and (c) the

County and at least three-quarters of the six Mecklenburg towns have approved the agreement.

ACTION RECOMMENDED:

Adopt Interlocal

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 2nd Am MTC ILA - Execution Copy
2. Chart of Proposed Changes to MTC Interlocal Agreement
3. Proposed Second Amended and Restated Transit Governance Interlocal Agreement
4. Resolution to Approve Interlocal

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**Second Amended and Restated
Transit Governance Interlocal Agreement**

This Second Amended and Restated Transit Governance Interlocal Agreement ("Agreement") is entered into as of _____, by and among the **COUNTY OF MECKLENBURG** (the "County"), a political subdivision of the State of North Carolina, the **CITY OF CHARLOTTE** (the "City"), a municipal corporation organized under the laws of the State of North Carolina, and such other **MUNICIPAL CORPORATIONS ORGANIZED UNDER THE LAWS OF THE STATE OF NORTH CAROLINA LISTED IN SECTION III OF THIS AGREEMENT** (each a "Town" and collectively, the "Towns") whose governing boards have adopted a resolution approving this Agreement and who are signatories to this Agreement.

WITNESSETH:

WHEREAS, the parties hereto have the power pursuant to Section 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to perform jointly any function that they have the power to perform alone, or to contract with one another for the performance of any governmental function that they have the power to perform alone, and to enter into contracts and agreements to specify the details of these joint undertakings; and

WHEREAS, in 1998, drawing from community input and building on a ten-year regional planning process, the parties to this Agreement undertook to develop an integrated transit/land use plan, which resulted in the publication of the "2025 Integrated Transit/Land-Use Plan for Charlotte Mecklenburg" (the "2025 Integrated Plan") in July 1998; and

WHEREAS, based, in part, on the 2025 Integrated Plan, and pursuant to Article 43 of Chapter 105 of the North Carolina General Statutes, the Mecklenburg County Board of Commissioners called an advisory referendum for the levy of a one-half percent local sales and use tax for the purpose of financing public transportation systems; and

WHEREAS, the voters of Mecklenburg County approved the referendum on November 3, 1998; and

WHEREAS, the 2025 Integrated Plan included a section on governance that called for the units of local government engaged in this regional effort to share responsibility and accountability for transit services under the following guiding principles:

Provide for coordinated transit operations on a county-wide basis;

Retain for the elected bodies the responsibility of approving long-range transit plans and the capital and operating programs that support these plans;

Ensure that public involvement is a component;

Assure that Town interests are represented; and

Be flexible and expandable so jurisdictions outside Mecklenburg County could become part of the system; and

WHEREAS, consistent with the guiding principles and other components of the 2025 Integrated Plan's governance recommendations, the parties entered into a Transit Governance Interlocal Agreement (the "Initial Agreement") dated February 16, 1999, to provide the relationships and mechanisms to guide the planning, financing, and implementation of an effective, efficient, responsive, and accountable integrated regional transit system; and

WHEREAS, the integrated public transit system established pursuant to the Initial Agreement has come to be known as the Charlotte Area Transit System (“CATS”), which operates as a public enterprise and department of the City and is responsible for providing public transportation in the greater Charlotte area, including the County and each of the Towns; and

WHEREAS, the Initial Agreement established the Metropolitan Transit Commission (“MTC”) to, among other things, review and recommend long-range public transportation plans and review and recommend two-year operating and five-year capital program budgets for CATS; and

WHEREAS, the parties later entered into an Amended Transit Governance Interlocal Agreement (the “Amended Agreement”) dated November 28, 2005, which made certain amendments to the Initial Agreement; and

WHEREAS, the parties wish to modify the Amended Agreement and enter into this Second Amended and Restated Transit Governance Interlocal Agreement to further promote the goals of CATS and the MTC; and

WHEREAS, the parties agree to periodically reexamine the effectiveness of this Agreement and the governance structure created thereby and will undertake a comprehensive review of these issues within one year of the effective date of this Agreement.

NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this Agreement, the parties hereto agree as follows:

I. Purpose

The purpose of this Agreement is to establish the relationships and mechanisms that will guide the planning, financing, and implementation of an effective, efficient, responsive, and accountable integrated regional transit system.

II. Authority

The parties derive their authority to enter into this Agreement and provide for the establishment and operation of an integrated public transit system pursuant to, *inter alia*, the following:

- Article 43 of Chapter 105 of the North Carolina General Statutes (Session Laws 1997, ch. 417, sec. 1) (Local Government Public Transportation Sales Tax Act);
- N.C.G.S. 160A-460 *et seq.* (Interlocal joint exercise of powers);
- N.C.G.S. 160A-311 *et seq.* (Municipal public enterprises); and
- N.C.G.S. 153A-274 *et seq.* (County public enterprises).

III. Parties

Each of the following units of local government may become a party to this Agreement upon approval of its governing board:

Mecklenburg County
City of Charlotte
Town of Cornelius
Town of Davidson
Town of Huntersville
Town of Matthews
Town of Mint Hill
Town of Pineville

Other units of local government may become a party to this Agreement pursuant to Section IX.A.

IV. Metropolitan Transit Commission

A. Composition

- (1) The Metropolitan Transit Commission ("MTC") shall be a public body comprised of:
 - (a) two representatives from each party to this Agreement as defined in Section III;
 - (b) one representative from the North Carolina Department of Transportation;
 - (c) two representatives from any regional member added to the MTC pursuant to subsection (3) below; and
 - (d) one representative from the South Carolina Department of Transportation, if added to the MTC pursuant to subsection (5) below.

- (2) Parties. The parties to this Agreement are as defined in Section III. Each party shall have one vote, which shall be cast by its primary or alternate voting representative (defined below).

One representative of each party to this Agreement shall be its mayor (or chair of the board of county commissioners) or his/her designee who shall serve at the pleasure of the mayor (chair), and the other representative shall be the party's manager (or administrator) or his/her designee who shall serve at the pleasure of the manager (administrator). The mayor (chair) or designee shall be a party's primary voting representative and the manager (administrator) or designee shall be the alternate voting representative authorized to cast a vote in the absence of the primary voting representative.

- (3) Regional Members. A unit of local government that is not a party to this Agreement may be added as a "regional member" of the MTC by affirmative vote of all the voting representatives of the MTC. Once added to the MTC, a regional member shall have one vote that may be cast by its voting representative.

Only a county that is contiguous with Mecklenburg County, or a municipality located within such a county, shall be eligible to become a regional member. The financial and other legal commitments of a regional member (including those in subsection (a) below) shall be approved by the MTC and established through an interlocal agreement between such regional member and the City, prior to adding such regional member to the MTC. A regional member shall be removed from the MTC upon termination or expiration of its interlocal agreement with the City.

- (a) In addition to the eligibility requirements above, a county or municipality shall do all of the following to be eligible to become a regional member:
 - i. complete any Federal Transit Administration-sanctioned studies to justify any anticipated rapid transit project in the local government's jurisdiction;
 - ii. document evidence of stable, adequate source(s) of funding for capital and operating costs for any anticipated rapid transit project in the local government's jurisdiction; and
 - iii. adopt transit-oriented land-use policies and zoning for any proposed station locations associated with such rapid transit project.

- (4) Regional Participants. The MTC shall appoint or provide for the appointment of an

appropriate number of non-voting “regional participants” from local governments from outside Mecklenburg County to ensure regional representation.

(5) State Transportation Departments.

- (a) NCDOT: The representative from the North Carolina Department of Transportation shall be the North Carolina Board of Transportation (“NCBOT”) member representing Mecklenburg County, or the representative designated by the Secretary of Transportation in the absence of a NCBOT member who represents Mecklenburg County; provided such designated representative shall serve only for the period up to and until there is a NCBOT member who represents Mecklenburg County. The representative from the North Carolina Department of Transportation shall have one vote.
- (b) SCDOT: Upon affirmative vote of all the voting representatives of the MTC, the South Carolina Department of Transportation may have one representative added to the MTC. Such representative shall be appointed by the MTC and shall serve either: (i) at the pleasure of the MTC or (ii) for an established term, as determined by the MTC. Unless and until the MTC has voted to allow the South Carolina Department of Transportation a voting representative, the MTC shall appoint or provide for the appointment of one non-voting representative of the South Carolina Department of Transportation.

B. Officers

There shall be a Chair and Vice-Chair of the MTC.

The Chair of the MTC shall be the Chair of the Mecklenburg County Board of Commissioners (or the Board Chair’s designee, who shall serve at the pleasure of the Board Chair) starting December 1 of each odd-numbered year and shall be the Mayor of the City of Charlotte (or the Mayor’s designee, who shall serve at the pleasure of the Mayor) starting December 1 of each even-numbered year.

The MTC shall select a Vice-Chair who shall be the primary voting representative from one of the Towns.

C. Quorum

A majority of the voting representatives of the MTC shall constitute a quorum.

D. Powers and Duties

The MTC shall have the power and authority to:

- (1) Review and approve long-range public transportation plans within Mecklenburg County, including for CATS;
- (2) Hold budget retreats to discuss and develop the capital and operating budgets for CATS
- (3) Review and recommend the capital and operating budgets for CATS, subject to the approval of the Charlotte City Council as specified in Section VII of this Agreement;

- (4) Provide input into the review and evaluation of the performance of CATS;
- (5) Review and from time to time approve updates to the CATS Agency Safety Plan in the MTC's role as the designated Equivalent Authority for CATS under 49 C.F.R. § 673.11.
- (6) Approve any agreement, policy, or arrangement proposed by CATS for the extension of services outside of Mecklenburg County;
- (7) Make recommendations for how CATS can ensure that it operates in a manner that equitably serves the citizens of each of the parties to this Agreement (measured based on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes);
- (8) Conduct public involvement programs to provide community input on proposed five-year capital and two-year operating programs; and
- (9) Inspect all public records of and concerning CATS, as well as any property, facilities, or equipment of CATS. Such inspections shall be subject to applicable privacy and safety laws and regulations and other such reasonable limitations as CATS may require (ex. prior scheduling and appropriate notification).

V. Public Transit Advisory Committee

A. Composition, Terms, and Officers

As of January 1, 2025, all existing advisory committees of the MTC shall be dissolved and a new Public Transit Advisory Committee ("PTAC") of the MTC shall be formed. PTAC shall be an advisory body composed of two members appointed by the Mecklenburg County Board of Commissioners, two members appointed by the Charlotte City Council, one member appointed by The Charlotte-Mecklenburg Board of Education, one member appointed by each Town that is a party to this Agreement, one member appointed by a regional member added pursuant to Section IV.A. of the Agreement (if any), one member appointed by the Chair of the Mecklenburg County Board of Commissioners (who shall serve as co-chair of PTAC), and one member appointed by the Mayor of the City of Charlotte (who shall serve as co-chair of PTAC). A holder of publicly elected office shall not serve on PTAC.

The MTC may, upon affirmative vote of at least three-quarters of the voting representatives, dissolve PTAC effective as of a selected dissolution date. As of any selected dissolution date, the terms of all PTAC members shall end and PTAC shall cease to have any responsibilities under this Agreement.

B. Responsibilities

PTAC shall be responsible for (1) reviewing the CATS CEO's (defined below) proposed operating programs and five-year capital programs, (2) reviewing transit policies, (3) serving as an initial forum for suggestions and complaints concerning fares, routes and schedules, and (4) making recommendations to the MTC regarding these matters. PTAC shall also be responsible for providing such other advisory functions as directed by the MTC.

In addition to PTAC, the MTC may establish and appoint other standing and/or *ad hoc* advisory committees as it deems appropriate.

VI. Administration

A. CATS Chief Executive Officer (“CATS CEO”)

The CATS CEO shall be a City of Charlotte employee appointed by the Charlotte City Manager (the “City Manager”) with the concurrence of the Mecklenburg County Manager and an MTC voting representative (not a City or County representative) selected by the MTC. The process for selection of the CATS CEO shall be as set forth in **Appendix A**.

The CATS CEO shall be subject to review and evaluation by the City Manager with input from the County Manager and an MTC voting representative (not a City or County representative) selected by the MTC.

The CATS CEO’s salary and benefits shall be established by the City Manager.

The City Manager shall have the authority to remove the CATS CEO. In addition, if a majority of the total voting representatives of the MTC approves a vote of “no confidence,” the City Manager shall remove or reassign the CATS CEO.

B. Organization and Staffing

The CATS CEO shall supervise and direct such personnel as are necessary to operate CATS and implement the approved capital and operating programs. CATS personnel shall be employees of the City.

C. Responsibilities

(1) Operation of CATS

The CATS CEO shall (i) ensure the safe and efficient operation of CATS, including the performance of all regular and necessary maintenance for all equipment and facilities; (ii) carry out the approved capital and operating programs; and (iii) ensure compliance with all applicable local, state, and federal laws, rules, and regulations that govern CATS and its operations.

(2) Submission of Items to the MTC

The CATS CEO shall develop and submit to the MTC:

- (i) proposed long-range public transportation plans;
- (ii) lists of programs and services for MTC prioritization and approval;
- (iii) proposed annual operating programs;
- (iv) proposed five-year capital programs; and
- (v) annual assessments of service and other plan items.

(3) Required Communications to the MTC

The CATS CEO shall provide to the MTC a monthly report showing the performance status of CATS’s four target safety goals (fatalities, injuries, safety events, and system reliability), as defined in Section 1.2.2 of the CATS Agency Safety Plan.

Any final audit reports issued by NCDOT State Safety Oversight or the Federal Transit Administration concerning CATS shall be furnished by the CATS CEO to the MTC by the later of (i) the next regular meeting of the MTC or (ii) 15 days of CATS’s receipt of such report.

The CATS CEO shall promptly report to the MTC any other incidents, events, or matters that materially affect the operation of CATS, public safety within CATS, or CATS operating and capital programs.

VII. Programs and Budgets

A. Five-Year Capital Program and Annual Operating Program

The budget of CATS shall be set forth in a five-year capital program and annual operating program.

Five-year capital programs shall be developed and approved annually and cover a rolling five-year term.

Operating programs shall be developed and approved annually. Adjustments and revisions may be made during the operating year. The annual operating program cycle will coincide with the City's annual budget cycle. Each operating program shall include an "MTC discretionary fund" of no more than \$500,000. Upon an affirmative vote of at least two-thirds of the voting representatives of the MTC, the MTC may direct the use of the discretionary funds to conduct studies or commission reports concerning CATS's operations, facilities, equipment, or safety issues. Any funds remaining at the end of the applicable fiscal year will be used to offset the following fiscal year's discretionary fund. The City will be the contracting party for all contracts funded through the discretionary fund; thus, all such contracts may be subject to Charlotte City Council approval and must comply with the City's procurement policy.

Capital and operating programs shall specify those transit service investments in the Towns that demonstrate that such investments are at a level that equals or exceeds each Town's theoretical local transit sales tax share (such share to be calculated on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). Capital and operating programs shall also include an accounting showing the contributions of each party to this Agreement to CATS, as well as the services, and approximate value thereof, provided to the citizens and constituents of each party (with the contributions and services calculated based on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). The MTC shall hold a workshop to discuss the accounting.

Capital and operating programs shall implement the statutory obligation for the County's net transit sales tax proceeds to be equitably allocated in consideration of the identified needs of local public transportation systems in the county, countywide human service transportation systems, and expansion of public transportation service to unserved areas in the county.

B. Annual Process for Development and Approval of the Capital and Operating Program

The MTC will hold an annual budget retreat in October of each year to review and discuss budget priorities for the upcoming capital and operating program years.

By January 30 of each year, the CATS CEO shall submit to the MTC a proposed capital program and operating program.

The MTC shall provide opportunities for input from the parties to this Agreement and the public in the course of its review of proposed capital and operating programs.

By April 30, the MTC shall approve a recommended capital program and operating program.

The MTC-recommended capital program and operating program will be considered and voted upon by the Charlotte City Council. After a five-year capital program is approved, approval for subsequent five-year capital programs may be withheld only as to changes to the immediately preceding capital program and the new fifth year. If the Charlotte City Council approves the capital program and operating program, the programs shall be funded through budget and/or project ordinances.

C. Appointment of Conference Committee and Mediation

If the Charlotte City Council does not approve the MTC-recommended capital or operating program for CATS within 60 days after it is recommended by the MTC, the Mayor of the City of Charlotte shall appoint three Charlotte City Council Members and the Chair of the Mecklenburg County Board of Commissioners shall select three representatives of the MTC, none of whom shall be a representative of the City, to a conference committee which shall, within 60 days of appointment, develop and recommend to the Charlotte City Council and the MTC a conference committee program report, which report must be approved by the Charlotte City Council and MTC before funding and implementation.

If the conference committee does not reach agreement within the first 20 days after members are appointed, any party to this Agreement may request and require that the City and the MTC participate in a mediation to resolve their differences. Such mediation shall be conducted within the 60-day time frame for developing and recommending the conference committee program report set forth above. If the parties cannot agree on a mediator, the City Manager and County Manager shall each provide a list of two potential mediators to the Chair of the MTC, the Chair and Vice-Chair shall select a mediator from lists provided. The party requesting mediation shall pay all fees and expenses of the mediator.

D. Capital and Operating Programs in the Absence of Agreement

If the Charlotte City Council has not approved the capital and operating programs prior to its adoption of a budget ordinance, the City Council shall appropriate only such funds as are sufficient to service previously approved debt and to fund the maintenance and operation of previously approved levels of transit service. If the Charlotte City Council and the MTC approve a conference committee program report after the Charlotte City Council adopts a budget ordinance, the Charlotte City Council shall adopt such budget ordinance amendments and/or project ordinances as are necessary to fully fund the approved capital and operating programs.

E. Budget and Project Ordinances

Through its budget ordinance, each party shall appropriate for transfer to the City:

- (1) transit sales tax receipts;
- (2) transit fares, fees, rents, or other charges;
- (3) maintenance of effort obligation;
- (4) state and federal transit grants and other intergovernmental transit related transfers; and
- (5) other transit appropriations.

The City shall fund and implement approved capital and operating programs through budget, project, and other ordinances, resolutions, contracts, and other legislative and administrative measures.

VIII. Financing

A. Transit Sales Tax Revenues

Each party eligible for receipt of a share of the transit sales tax shall annually appropriate all transit sales tax revenues for transfer to the City. Sales tax receipts shall be transferred to the City within five business days of receipt of the distribution.

If the Mecklenburg County Board of Commissioners is given authority to levy an increased sales tax for transit and transportation purposes, any portion of the increased sales tax revenues that is designated for public transit uses shall be treated the same as the existing sales tax revenue under this Agreement. Any other portion of increased sales tax revenues (collectively, the "Non-Transit Sales Tax Revenue") shall be distributed to units of local government according to any authorizing legislation or other applicable law and shall not be subject to this Agreement.

B. Fares, Fees, Rents, and Other Charges

Except as may otherwise be provided in the annual operating program, each party receiving transit fares, fees, rents and other transit charges shall annually appropriate same for transfer to the City. Such funds shall be transferred to the City by the tenth day of the month immediately following the month during which such funds are received.

C. Maintenance of Effort¹

Beginning in FY00, each party shall annually appropriate for transfer to the City a "maintenance of effort" amount equal to its agreed upon FY98 "local expenditure for transit services." Maintenance of effort obligations shall be transferred to the City no later than December 31 of each fiscal year. The City shall annually supplement all other sources of transit revenue with an appropriation equal to its agreed upon FY98 "local expenditure for transit services."

"Local expenditure for transit services" shall mean all capital and operating expenditures for transit services other than (1) those funded through state or federal grants; (2) other intergovernmental transfers; or (3) from fares, fees, rents, or other service charges.

D. State and Federal Grants and Other Intergovernmental Transfers

Except as may otherwise be provided in the five-year capital or annual operating programs, each party receiving other transit revenues such as state and federal grants and other intergovernmental transfers shall annually appropriate same for transfer to the City. Such funds shall be transferred to the City within five business days of receipt.

E. Other Appropriations

Any party may appropriate and transfer other funds to the City for identified activities.

F. Debt

All transit debt shall be issued in accordance with approved five-year capital programs.

¹ N.C.G.S. 105-507.3(b) provides, in part, that "[e]very unit of government shall use the net proceeds to supplement and not to supplant or replace existing funds or other resources for public transportation systems."

G. Annual Reporting

The CATS CEO shall provide annual financial reports.

IX. Miscellaneous

A. Addition of other units of local government

Other units of local government may become party to this Agreement upon approval of all parties to this Agreement.

B. Authority

Except as modified or limited herein, and to the fullest extent authorized by law, the City and its officers, agents, and employees shall, with respect to public transit, have the jurisdiction, powers, functions, public enterprises, rights, privileges, and immunities of the other parties to this Agreement.

C. Mandatory Governance Review

Within one year of the effective date of this Agreement, the MTC shall undertake and complete a comprehensive governance review which shall consider the effectiveness of this Agreement and the governance structure established hereunder as well as other possible governance structures including, but not limited to, various forms of a transit authority. The governance review shall be conducted in a manner that ensures public and transit stakeholder input and participation. The governance review may be undertaken by the MTC directly or may be conducted by other entities at the MTC's direction as the MTC deems appropriate. Within one year of the effective date of this Agreement, the MTC shall provide the governing boards of the parties to this Agreement with its report and recommendations.

Notwithstanding the requirements of this section, the MTC may vote to cancel the comprehensive governance review required by this section if subsequent legislation concerning CATS or other circumstances obviate the need for such a review.

X. Effective Date, Term, Amendment, and Withdrawal

A. Effective Date

This Agreement shall become effective upon (i) approval by the Charlotte City Council and the Mecklenburg County Board of Commissioners, (ii) approval by three-quarters (75%) of the Towns other than those that have withdrawn from the MTC, and (iii) the adoption by the Mecklenburg County Board of Commissioners of a resolution levying the transit sales tax.

B. Term

This Agreement shall continue through June 30, 2034. The Agreement shall automatically extend by a further five (5) years on June 30, 2034, unless the City, the County, and at least three-quarters of the Towns other than those that have withdrawn from the MTC vote to amend or terminate this Agreement pursuant to section X.D. at least one year prior to such expiration. The Agreement shall automatically extend by a further five (5) years on each subsequent expiration date, unless the City, the County, and at least three-quarters of the Towns other than those that have withdrawn from the MTC vote to amend or terminate this Agreement pursuant to section X.D. at least one year prior to such expiration.

C. Continuing Debt Obligations

Upon the expiration or termination of this Agreement, each party shall continue to be liable for, and shall annually appropriate and transfer to the City no later than December 31 of each fiscal year, a sum of money determined by multiplying (1) the current fiscal year costs of servicing all debt issued pursuant to this Agreement (including any refunding debt) by (2) such party's per capita percentage basis among Mecklenburg County and the other units of local government in Mecklenburg County (such percentage to be calculated on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). This continuing debt obligation will end when all debt obligations are satisfied.

Notwithstanding anything herein to the contrary, no party to this Agreement shall be required to use any of its Non-Transit Sales Tax Revenue to satisfy its continuing debt obligations under this section.

D. Amendment

This Agreement may be either amended or terminated by authorized agreement of the City, the County, and at least three-quarters (75%) of the Towns other than those that have withdrawn from the MTC.

E. Town Withdrawal

Any Town may withdraw from this Agreement effective at the start of a fiscal year (July 1) by giving written notice to the other parties to this Agreement no later than the end of the immediately preceding fiscal year (June 30).

Except as provided herein, upon withdrawal from this Agreement, a Town: (1) shall lose all rights under this Agreement; and (2) shall, except as provided in the following paragraph, no longer be obligated to appropriate and transfer to the City transit sales tax receipts, transit fares, fees, rents, or other charges, maintenance of effort obligation, or state and federal grants and other intergovernmental transfers.

Upon withdrawal from this Agreement, a Town shall be liable for, and shall annually appropriate and transfer to the City no later than December 31 of each fiscal year, a sum of money determined by multiplying (1) the current fiscal year costs of servicing all debt issued pursuant to this Agreement while the Town was a party to this Agreement (including any refunding debt) by (2) the Town's per capita percentage basis among Mecklenburg County and the other units of local government in Mecklenburg County.

A Town that has withdrawn may regain its status as a full party to this Agreement upon approval of its governing board effective on the first date of the fiscal year beginning immediately following the governing board's approval.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day written above by authority duly granted by the governing boards of the parties.

COUNTY OF MECKLENBURG

Name: _____
Title: _____

(SEAL)

Clerk to the Board

Approved as to form:

County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Director of Finance
Mecklenburg County

CITY OF CHARLOTTE

Name: _____

Title: _____

(SEAL)

City Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Director of Finance
City of Charlotte

TOWN OF CORNELIUS

Name: _____

Title: _____

(SEAL)

Clerk to the Town

This instrument has been preaudited in the
manner required by the Local Government
Budget and Fiscal Control Act.

Director of Finance
Town of Cornelius

TOWN OF DAVIDSON

Name: _____

Title: _____

(SEAL)

Clerk to the Town

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Director of Finance
Town of Davidson

TOWN OF HUNTERSVILLE

Name: _____

Title: _____

(SEAL)

Clerk to the Town

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Director of Finance
Town of Huntersville

TOWN OF MATTHEWS

Name: _____

Title: _____

(SEAL)

Clerk to the Town

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Director of Finance
Town of Matthews

TOWN OF MINT HILL

Name: _____

Title: _____

(SEAL)

Clerk to the Town

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Director of Finance
Town of Mint Hill

TOWN OF PINEVILLE

Name: _____

Title: _____

(SEAL)

Clerk to the Town

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Director of Finance
Town of Pineville

APPENDIX A

Selection Process for CATS CEO

Selection of the CATS CEO shall be conducted in accordance with the following procedure:

- *Selection of an Executive Search Firm.* Following consultation with the MTC, the City shall select and engage an executive search firm with experience related to public transportation.
- *Development of Position Profile and Listing.* Working with the City Manager, the Executive Search Firm shall prepare a position profile and listing for the CATS CEO position. If instructed by the City Manager, the Executive Search Firm may conduct surveys and/or focus groups of key stakeholders identified by the City Manager to inform its preparation of the position profile and listing. The Executive Search Firm shall then submit the position profile and listing to the MTC for approval.
- *Advertisement and Solicitation of Applications.* Following approval of the position profile and listing, the Executive Search Firm shall advertise and solicit applications for the position both locally and nationally.
- *Review of Applications and Interviews.* The Executive Search Firm shall assist the City Manager and an MTC voting representative (not a City or County representative) selected by the MTC (the “selected MTC representative”) in narrowing the field of candidates and selecting candidates for interviews. This process may include one or more rounds of initial interviews. The selected MTC representative may participate in any such interviews. The City Manager then shall present the results of the application process and recommendations regarding finalists to the MTC in closed session.

Interviews with finalists shall be conducted by panel(s) that include the City Manager, the County Manager, and the selected MTC representative.

- *Final Selection.* Final selection of the CATS CEO shall be made by the City Manager, who shall appoint the CATS CEO upon concurrence of the County Manager and the selected MTC representative.

Interim CATS CEO

In the event the position of CATS CEO becomes vacant, the City Manager may appoint, after consultation with the MTC, an interim CATS CEO, who shall serve in the role until a permanent replacement is selected in accordance with the procedures set forth above.

If a vacancy occurs before an interim CATS CEO is approved, the City Manager shall have authority to designate one or more employees to temporarily exercise the duties of the CATS CEO until an interim is appointed.

CHART OF PROPOSED SUBSTANTIVE CHANGES TO MTC INTERLOCAL AGREEMENT¹

Subject	Summary of Change
Budget	1. Mediation process added for budget disputes (§ VII.C) (P. 8)² 2. Provision added to require an annual accounting and workshop of contributions by each party to CATS and the transit services provided by CATS to each party in return (§ VII.A) (P. 7) 3. MTC given expanded role in developing CATS budgets through required budget retreats (§ IV.D) (P. 4) 4. Annual discretionary fund of \$500k created for MTC to use to conduct studies or commission reports concerning CATS's operations. Spending funds would require 2/3 vote of MTC. City would be contracting party—thus, any contracts may be subject to City Council approval and must comply with City's procurement policy (§ VII.A) (P. 7)
	5. <i>[Intentionally omitted - Parties agreed to remove previous #5, a provision concerning outside counsel]</i>
Service Approval	6. Codification of existing MTC policy requiring approval of CATS proposals to extend services outside County (§ IV.D) (P. 5)
Governance Review	7. MTC required to conduct governance review and study within 1 year of effective date of new ILA, subject to MTC vote to cancel this requirement if legislation or other circumstances obviate the need for such a review (§ IX.C) (P. 10)
Transparency, Investigations & Records	8. CATS must report to MTC monthly safety data and any final audit reports from NCDOT or FTA (§ VI.C) (P. 6) 9. MTC allowed access to records and facilities of CATS, with safeguards to ensure compliance with applicable laws (concerning safety, privacy of personnel, etc.) (§ IV.D) (P. 5) 10. CATS CEO must report to MTC any other incidents, events, or matters that materially affect the operations, safety, or budget of CATS (§ VI.C) (P. 7)
CEO Selection	11. MTC given increased role in selection process for CATS CEO (App. A) (P. 13)
Term of Agreement	12. Term of ILA runs through June 30, 2034; automatic renewal for subsequent 5-year terms unless amended or terminated by the parties (§ X.B) (P.10)
Road Tax Funds	13. Provision added that any portion of new sales tax revenue designated for non-transit purposes (ex. for roads or roadway systems) will be distributed to eligible local governments and not subject to ILA (§ VIII.A) (P. 9)

¹ The numbering of the issues through #15 is the same as in the “negotiation chart” exchanged between the parties.

² Page Numbers refer to the clean version of the draft ILA.

Subject	Summary of Change
Transit Debt	14. Clarification added that parties will remain liable to City for pro rata share of existing transit debt if ILA ends; and that any new sales tax revenue designated for non-transit purposes will not be used for repayment of transit debt (§ X.C) (P. 11)
Long-Range Plans	15. Codification of existing practice of MTC approving long-range public transportation plans within the County. Deletion of provision giving MTC responsibility to work with local MPOs to develop long-range transportation plans. (§ IV.D) (P. 4)
<i>Previously Negotiated Clean-Up Changes Not Included on Negotiation Chart Exchanged Between the Parties</i>	
Officers	A. Codification of existing practice of rotating MTC chair between City and County and selecting Vice Chair from one of the Towns (currently in the MTC's Rules of Procedure only) and allowing designees to serve as MTC chair (§ IV.B) (P.4)
Safety Plan Approval	B. Codification of MTC's existing role as the "Equivalent Authority" designated under federal regulations to approve FTA-required agency safety plan for CATS (§ IV.D) (P. 5)
Equity Recommendations	C. MTC given formal opportunity to recommend how CATS can equitably serve residents of each party (§ IV.D) (P. 5)
Advisory Committee	D. Consolidation of CTAG and TSAC advisory committees into a single new "Public Transit Advisory Committee." TSAC and CTAG expressed support for this consolidation during the MTC meeting on January 24, 2024 (§ V) (P. 5)
CATS CEO Role	E. Definition of CEO role, including: supervising CATS employees, ensuring safe and efficient operation of CATS, carrying out capital and operating budgets, and ensuring compliance with applicable laws and regulations (§ VI.B & C) (P. 6)
Budget Schedule	F. Revision concerning CATS budgets to reflect annual operating budget cycle, rather than old 2-year cycle (§ VII.A) (P. 7)
<i>Recommended (But Not Required) Clean-Up Changes Not Included on Negotiation Chart Exchanged Between the Parties</i>	
Categorization of MTC Entities	G. Clarification of categories of government entities within MTC and inclusion of existing qualifications for some categories from MTC Rules of Procedure. The categories are: 1) "Parties" – City, County, and Towns; 2) State Transportation Departments – NCDOT & SCDOT (vacant); 3) "Regional Members" – none currently; and 4) "Regional Participants" – all other local governments (§ IV.A) (P. 3-4)
Budget Deadlines	H. Changed timeframe for budget conference committee process to align with start of City's fiscal year (§ VII.C) (P. 8)

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**Second Amended and Restated
Transit Governance Interlocal Agreement**

This Second Amended and Restated Transit Governance Interlocal Agreement ("Agreement") is entered into as of _____, by and among the **COUNTY OF MECKLENBURG** (the "County"), a political subdivision of the State of North Carolina, the **CITY OF CHARLOTTE** (the "City"), a municipal corporation organized under the laws of the State of North Carolina, and such other **MUNICIPAL CORPORATIONS ORGANIZED UNDER THE LAWS OF THE STATE OF NORTH CAROLINA LISTED IN SECTION III OF THIS AGREEMENT** (each a "Town" and collectively, the "Towns") whose governing boards have adopted a resolution approving this Agreement and who are signatories to this Agreement.

WITNESSETH:

WHEREAS, the parties hereto have the power pursuant to Section 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to perform jointly any function that they have the power to perform alone, or to contract with one another for the performance of any governmental function that they have the power to perform alone, and to enter into contracts and agreements to specify the details of these joint undertakings; and

WHEREAS, in 1998, drawing from community input and building on a ten-year regional planning process, the parties to this Agreement undertook to develop an integrated transit/land use plan, which resulted in the publication of the "2025 Integrated Transit/Land-Use Plan for Charlotte Mecklenburg" (the "2025 Integrated Plan") in July 1998; and

WHEREAS, based, in part, on the 2025 Integrated Plan, and pursuant to Article 43 of Chapter 105 of the North Carolina General Statutes, the Mecklenburg County Board of Commissioners called an advisory referendum for the levy of a one-half percent local sales and use tax for the purpose of financing public transportation systems; and

WHEREAS, the voters of Mecklenburg County approved the referendum on November 3, 1998; and

WHEREAS, the 2025 Integrated Plan included a section on governance that called for the units of local government engaged in this regional effort to share responsibility and accountability for transit services under the following guiding principles:

Provide for coordinated transit operations on a county-wide basis;

Retain for the elected bodies the responsibility of approving long-range transit plans and the capital and operating programs that support these plans;

Ensure that public involvement is a component;

Assure that Town interests are represented; and

Be flexible and expandable so jurisdictions outside Mecklenburg County could become part of the system; and

WHEREAS, consistent with the guiding principles and other components of the 2025 Integrated Plan's governance recommendations, the parties entered into a Transit Governance Interlocal Agreement (the "Initial Agreement") dated February 16, 1999, to provide the relationships and mechanisms to guide the planning, financing, and implementation of an effective, efficient, responsive, and accountable integrated regional transit system; and

5/24/2024 CITY DRAFT AGREEMENT

WHEREAS, the integrated public transit system established pursuant to the Initial Agreement has come to be known as the Charlotte Area Transit System (“CATS”), which operates as a public enterprise and department of the City and is responsible for providing public transportation in the greater Charlotte area, including the County and each of the Towns; and

WHEREAS, the Initial Agreement established the Metropolitan Transit Commission (“MTC”) to, among other things, review and recommend long-range public transportation plans and review and recommend two-year operating and five-year capital program budgets for CATS; and

WHEREAS, the parties later entered into an Amended Transit Governance Interlocal Agreement (the “Amended Agreement”) dated November 28, 2005, which made certain amendments to the Initial Agreement; and

WHEREAS, the parties wish to modify the Amended Agreement and enter into this Second Amended and Restated Transit Governance Interlocal Agreement to further promote the goals of CATS and the MTC; and

WHEREAS, the parties agree to periodically reexamine the effectiveness of this Agreement and the governance structure created thereby and will undertake a comprehensive review of these issues within one year of the effective date of this Agreement.

NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this Agreement, the parties hereto agree as follows:

I. Purpose

The purpose of this Agreement is to establish the relationships and mechanisms that will guide the planning, financing, and implementation of an effective, efficient, responsive, and accountable integrated regional transit system.

II. Authority

The parties derive their authority to enter into this Agreement and provide for the establishment and operation of an integrated public transit system pursuant to, *inter alia*, the following:

- Article 43 of Chapter 105 of the North Carolina General Statutes (Session Laws 1997, ch. 417, sec. 1) (Local Government Public Transportation Sales Tax Act);
- N.C.G.S. 160A-460 *et seq.* (Interlocal joint exercise of powers);
- N.C.G.S. 160A-311 *et seq.* (Municipal public enterprises); and
- N.C.G.S. 153A-274 *et seq.* (County public enterprises).

III. Parties

Each of the following units of local government may become a party to this Agreement upon approval of its governing board:

Mecklenburg County
City of Charlotte
Town of Cornelius
Town of Davidson
Town of Huntersville
Town of Matthews
Town of Mint Hill
Town of Pineville

Other units of local government may become a party to this Agreement pursuant to Section IX.A.

IV. Metropolitan Transit Commission

A. Composition [Item G on Chart]

- (1) The Metropolitan Transit Commission ("MTC") shall be a public body comprised of:
 - (a) two representatives from each party to this Agreement as defined in Section III;
 - (b) one representative from the North Carolina Department of Transportation;
 - (c) two representatives from any regional member added to the MTC pursuant to subsection (3) below; and
 - (d) one representative from the South Carolina Department of Transportation, if added to the MTC pursuant to subsection (5) below.

- (2) Parties. The parties to this Agreement are as defined in Section III. Each party shall have one vote, which shall be cast by its primary or alternate voting representative (defined below).

One representative of each party to this Agreement shall be its mayor (or chair of the board of county commissioners) or his/her designee who shall serve at the pleasure of the mayor (chair), and the other representative shall be the party's manager (or administrator) or his/her designee who shall serve at the pleasure of the manager (administrator). The mayor (chair) or designee shall be a party's primary voting representative and the manager (administrator) or designee shall be the alternate voting representative authorized to cast a vote in the absence of the primary voting representative.

- (3) Regional Members. A unit of local government that is not a party to this Agreement may be added as a "regional member" of the MTC by affirmative vote of all the voting representatives of the MTC. Once added to the MTC, a regional member shall have one vote that may be cast by its voting representative.

Only a county that is contiguous with Mecklenburg County, or a municipality located within such a county, shall be eligible to become a regional member. The financial and other legal commitments of a regional member (including those in subsection (a) below) shall be approved by the MTC and established through an interlocal agreement between such regional member and the City, prior to adding such regional member to the MTC. A regional member shall be removed from the MTC upon termination or expiration of its interlocal agreement with the City.

- (a) In addition to the eligibility requirements above, a county or municipality shall do all of the following to be eligible to become a regional member:
 - i. complete any Federal Transit Administration-sanctioned studies to justify any anticipated rapid transit project in the local government's jurisdiction;
 - ii. document evidence of stable, adequate source(s) of funding for capital and operating costs for any anticipated rapid transit project in the local government's jurisdiction; and
 - iii. adopt transit-oriented land-use policies and zoning for any proposed station locations associated with such rapid transit project.

- (4) Regional Participants. The MTC shall appoint or provide for the appointment of an

appropriate number of non-voting “regional participants” from local governments from outside Mecklenburg County to ensure regional representation.

(5) State Transportation Departments.

- (a) NCDOT: The representative from the North Carolina Department of Transportation shall be the North Carolina Board of Transportation (“NCBOT”) member representing Mecklenburg County, or the representative designated by the Secretary of Transportation in the absence of a NCBOT member who represents Mecklenburg County; provided such designated representative shall serve only for the period up to and until there is a NCBOT member who represents Mecklenburg County. The representative from the North Carolina Department of Transportation shall have one vote.
- (b) SCDOT: Upon affirmative vote of all the voting representatives of the MTC, the South Carolina Department of Transportation may have one representative added to the MTC. Such representative shall be appointed by the MTC and shall serve either: (i) at the pleasure of the MTC or (ii) for an established term, as determined by the MTC. Unless and until the MTC has voted to allow the South Carolina Department of Transportation a voting representative, the MTC shall appoint or provide for the appointment of one non-voting representative of the South Carolina Department of Transportation.

B. Officers

There shall be a Chair and Vice-Chair of the MTC.

[Item A on Chart] The Chair of the MTC shall be the Chair of the Mecklenburg County Board of Commissioners (or the Board Chair’s designee, who shall serve at the pleasure of the Board Chair) starting December 1 of each odd-numbered year and shall be the Mayor of the City of Charlotte (or the Mayor’s designee, who shall serve at the pleasure of the Mayor) starting December 1 of each even-numbered year.

The MTC shall select a Vice-Chair who shall be the primary voting representative from one of the Towns.

C. Quorum

A majority of the voting representatives of the MTC shall constitute a quorum.

D. Powers and Duties

The MTC shall have the power and authority to:

- (1) **[#15 on Chart]** Review and approve long-range public transportation plans within Mecklenburg County, including for CATS;
- (2) **[#3 on Chart]** Hold budget retreats to discuss and develop the capital and operating budgets for CATS
- (3) Review and recommend the capital and operating budgets for CATS, subject to the approval of the Charlotte City Council as specified in Section VII of this Agreement;

- (4) Provide input into the review and evaluation of the performance of CATS;
- (5) **[Item B on Chart]** Review and from time to time approve updates to the CATS Agency Safety Plan in the MTC's role as the designated Equivalent Authority for CATS under 49 C.F.R. § 673.11.
- (6) **[#6 on Chart]** Approve any agreement, policy, or arrangement proposed by CATS for the extension of services outside of Mecklenburg County;
- (7) **[Item C on Chart]** Make recommendations for how CATS can ensure that it operates in a manner that equitably serves the citizens of each of the parties to this Agreement (measured based on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes);
- (8) Conduct public involvement programs to provide community input on proposed five-year capital and two-year operating programs; and
- (9) **[#9 on Chart]** Inspect all public records of and concerning CATS, as well as any property, facilities, or equipment of CATS. Such inspections shall be subject to applicable privacy and safety laws and regulations and other such reasonable limitations as CATS may require (ex. prior scheduling and appropriate notification).

V. Public Transit Advisory Committee **[Item D on Chart]**

A. Composition, Terms, and Officers

As of January 1, 2025, all existing advisory committees of the MTC shall be dissolved and a new Public Transit Advisory Committee ("PTAC") of the MTC shall be formed. PTAC shall be an advisory body composed of two members appointed by the Mecklenburg County Board of Commissioners, two members appointed by the Charlotte City Council, one member appointed by The Charlotte-Mecklenburg Board of Education, one member appointed by each Town that is a party to this Agreement, one member appointed by a regional member added pursuant to Section IV.A. of the Agreement (if any), one member appointed by the Chair of the Mecklenburg County Board of Commissioners (who shall serve as co-chair of PTAC), and one member appointed by the Mayor of the City of Charlotte (who shall serve as co-chair of PTAC). A holder of publicly elected office shall not serve on PTAC.

The MTC may, upon affirmative vote of at least three-quarters of the voting representatives, dissolve PTAC effective as of a selected dissolution date. As of any selected dissolution date, the terms of all PTAC members shall end and PTAC shall cease to have any responsibilities under this Agreement.

B. Responsibilities

PTAC shall be responsible for (1) reviewing the CATS CEO's (defined below) proposed operating programs and five-year capital programs, (2) reviewing transit policies, (3) serving as an initial forum for suggestions and complaints concerning fares, routes and schedules, and (4) making recommendations to the MTC regarding these matters. PTAC shall also be responsible for providing such other advisory functions as directed by the MTC.

In addition to PTAC, the MTC may establish and appoint other standing and/or *ad hoc* advisory committees as it deems appropriate.

VI. Administration

A. CATS Chief Executive Officer (“CATS CEO”)

The CATS CEO shall be a City of Charlotte employee appointed by the Charlotte City Manager (the “City Manager”) with the concurrence of the Mecklenburg County Manager and an MTC voting representative (not a City or County representative) selected by the MTC. The process for selection of the CATS CEO shall be as set forth in **Appendix A**.

The CATS CEO shall be subject to review and evaluation by the City Manager with input from the County Manager and an MTC voting representative (not a City or County representative) selected by the MTC.

The CATS CEO’s salary and benefits shall be established by the City Manager.

The City Manager shall have the authority to remove the CATS CEO. In addition, if a majority of the total voting representatives of the MTC approves a vote of “no confidence,” the City Manager shall remove or reassign the CATS CEO.

B. Organization and Staffing [Item E on Chart]

The CATS CEO shall supervise and direct such personnel as are necessary to operate CATS and implement the approved capital and operating programs. CATS personnel shall be employees of the City.

C. Responsibilities

(1) Operation of CATS

The CATS CEO shall (i) ensure the safe and efficient operation of CATS, including the performance of all regular and necessary maintenance for all equipment and facilities; (ii) carry out the approved capital and operating programs; and (iii) ensure compliance with all applicable local, state, and federal laws, rules, and regulations that govern CATS and its operations.

(2) Submission of Items to the MTC

The CATS CEO shall develop and submit to the MTC:

- (i) proposed long-range public transportation plans;
- (ii) lists of programs and services for MTC prioritization and approval;
- (iii) proposed annual operating programs;
- (iv) proposed five-year capital programs; and
- (v) annual assessments of service and other plan items.

(3) Required Communications to the MTC

[#8 on Chart] The CATS CEO shall provide to the MTC a monthly report showing the performance status of CATS’s four target safety goals (fatalities, injuries, safety events, and system reliability), as defined in Section 1.2.2 of the CATS Agency Safety Plan.

Any final audit reports issued by NCDOT State Safety Oversight or the Federal Transit Administration concerning CATS shall be furnished by the CATS CEO to the MTC by the later of (i) the next regular meeting of the MTC or (ii) 15 days of CATS’s receipt of such report.

[#10 on Chart] The CATS CEO shall promptly report to the MTC any other incidents, events, or matters that materially affect the operation of CATS, public safety within CATS, or CATS operating and capital programs.

VII. Programs and Budgets

A. Five-Year Capital Program and Annual Operating Program

[Item F on Chart] The budget of CATS shall be set forth in a five-year capital program and annual operating program.

Five-year capital programs shall be developed and approved annually and cover a rolling five-year term.

Operating programs shall be developed and approved annually. Adjustments and revisions may be made during the operating year. The annual operating program cycle will coincide with the City's annual budget cycle. **[#4 on Chart]** Each operating program shall include an "MTC discretionary fund" of no more than \$500,000. Upon an affirmative vote of at least two-thirds of the voting representatives of the MTC, the MTC may direct the use of the discretionary funds to conduct studies or commission reports concerning CATS's operations, facilities, equipment, or safety issues. Any funds remaining at the end of the applicable fiscal year will be used to offset the following fiscal year's discretionary fund. The City will be the contracting party for all contracts funded through the discretionary fund; thus, all such contracts may be subject to Charlotte City Council approval and must comply with the City's procurement policy.

Capital and operating programs shall specify those transit service investments in the Towns that demonstrate that such investments are at a level that equals or exceeds each Town's theoretical local transit sales tax share (such share to be calculated on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). **[#2 on Chart]** Capital and operating programs shall also include an accounting showing the contributions of each party to this Agreement to CATS, as well as the services, and approximate value thereof, provided to the citizens and constituents of each party (with the contributions and services calculated based on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). The MTC shall hold a workshop to discuss the accounting.

Capital and operating programs shall implement the statutory obligation for the County's net transit sales tax proceeds to be equitably allocated in consideration of the identified needs of local public transportation systems in the county, countywide human service transportation systems, and expansion of public transportation service to unserved areas in the county.

B. Annual Process for Development and Approval of the Capital and Operating Program

The MTC will hold an annual budget retreat in October of each year to review and discuss budget priorities for the upcoming capital and operating program years.

By January 30 of each year, the CATS CEO shall submit to the MTC a proposed capital program and operating program.

The MTC shall provide opportunities for input from the parties to this Agreement and the public in the course of its review of proposed capital and operating programs.

By April 30, the MTC shall approve a recommended capital program and operating program.

The MTC-recommended capital program and operating program will be considered and voted upon by the Charlotte City Council. After a five-year capital program is approved, approval for subsequent five-year capital programs may be withheld only as to changes to the immediately preceding capital program and the new fifth year. If the Charlotte City Council approves the capital program and operating program, the programs shall be funded through budget and/or project ordinances.

C. Appointment of Conference Committee and Mediation

[Item H on Chart] If the Charlotte City Council does not approve the MTC-recommended capital or operating program for CATS within 60 days after it is recommended by the MTC, the Mayor of the City of Charlotte shall appoint three Charlotte City Council Members and the Chair of the Mecklenburg County Board of Commissioners shall select three representatives of the MTC, none of whom shall be a representative of the City, to a conference committee which shall, within 60 days of appointment, develop and recommend to the Charlotte City Council and the MTC a conference committee program report, which report must be approved by the Charlotte City Council and MTC before funding and implementation.

[#1 on Chart] If the conference committee does not reach agreement within the first 20 days after members are appointed, any party to this Agreement may request and require that the City and the MTC participate in a mediation to resolve their differences. Such mediation shall be conducted within the 60-day time frame for developing and recommending the conference committee program report set forth above. If the parties cannot agree on a mediator, the City Manager and County Manager shall each provide a list of two potential mediators to the Chair of the MTC, the Chair and Vice-Chair shall select a mediator from lists provided. The party requesting mediation shall pay all fees and expenses of the mediator.

D. Capital and Operating Programs in the Absence of Agreement

If the Charlotte City Council has not approved the capital and operating programs prior to its adoption of a budget ordinance, the City Council shall appropriate only such funds as are sufficient to service previously approved debt and to fund the maintenance and operation of previously approved levels of transit service. If the Charlotte City Council and the MTC approve a conference committee program report after the Charlotte City Council adopts a budget ordinance, the Charlotte City Council shall adopt such budget ordinance amendments and/or project ordinances as are necessary to fully fund the approved capital and operating programs.

E. Budget and Project Ordinances

Through its budget ordinance, each party shall appropriate for transfer to the City:

- (1) transit sales tax receipts;
- (2) transit fares, fees, rents, or other charges;
- (3) maintenance of effort obligation;
- (4) state and federal transit grants and other intergovernmental transit related transfers; and
- (5) other transit appropriations.

The City shall fund and implement approved capital and operating programs through budget, project, and other ordinances, resolutions, contracts, and other legislative and administrative measures.

VIII. Financing

A. Transit Sales Tax Revenues

Each party eligible for receipt of a share of the transit sales tax shall annually appropriate all transit sales tax revenues for transfer to the City. Sales tax receipts shall be transferred to the City within five business days of receipt of the distribution.

[#13 on Chart] If the Mecklenburg County Board of Commissioners is given authority to levy an increased sales tax for transit and transportation purposes, any portion of the increased sales tax revenues that is designated for public transit uses shall be treated the same as the existing sales tax revenue under this Agreement. Any other portion of increased sales tax revenues (collectively, the “Non-Transit Sales Tax Revenue”) shall be distributed to units of local government according to any authorizing legislation or other applicable law and shall not be subject to this Agreement.

B. Fares, Fees, Rents, and Other Charges

Except as may otherwise be provided in the annual operating program, each party receiving transit fares, fees, rents and other transit charges shall annually appropriate same for transfer to the City. Such funds shall be transferred to the City by the tenth day of the month immediately following the month during which such funds are received.

C. Maintenance of Effort¹

Beginning in FY00, each party shall annually appropriate for transfer to the City a “maintenance of effort” amount equal to its agreed upon FY98 “local expenditure for transit services.” Maintenance of effort obligations shall be transferred to the City no later than December 31 of each fiscal year. The City shall annually supplement all other sources of transit revenue with an appropriation equal to its agreed upon FY98 “local expenditure for transit services.”

“Local expenditure for transit services” shall mean all capital and operating expenditures for transit services other than (1) those funded through state or federal grants; (2) other intergovernmental transfers; or (3) from fares, fees, rents, or other service charges.

D. State and Federal Grants and Other Intergovernmental Transfers

Except as may otherwise be provided in the five-year capital or annual operating programs, each party receiving other transit revenues such as state and federal grants and other intergovernmental transfers shall annually appropriate same for transfer to the City. Such funds shall be transferred to the City within five business days of receipt.

E. Other Appropriations

Any party may appropriate and transfer other funds to the City for identified activities.

F. Debt

All transit debt shall be issued in accordance with approved five-year capital programs.

G. Annual Reporting

¹ N.C.G.S. 105-507.3(b) provides, in part, that “[e]very unit of government shall use the net proceeds to supplement and not to supplant or replace existing funds or other resources for public transportation systems.”

The CATS CEO shall provide annual financial reports.

IX. Miscellaneous

A. Addition of other units of local government

Other units of local government may become party to this Agreement upon approval of all parties to this Agreement.

B. Authority

Except as modified or limited herein, and to the fullest extent authorized by law, the City and its officers, agents, and employees shall, with respect to public transit, have the jurisdiction, powers, functions, public enterprises, rights, privileges, and immunities of the other parties to this Agreement.

C. Mandatory Governance Review

[#7 on Chart] Within one year of the effective date of this Agreement, the MTC shall undertake and complete a comprehensive governance review which shall consider the effectiveness of this Agreement and the governance structure established hereunder as well as other possible governance structures including, but not limited to, various forms of a transit authority. The governance review shall be conducted in a manner that ensures public and transit stakeholder input and participation. The governance review may be undertaken by the MTC directly or may be conducted by other entities at the MTC's direction as the MTC deems appropriate. Within one year of the effective date of this Agreement, the MTC shall provide the governing boards of the parties to this Agreement with its report and recommendations.

Notwithstanding the requirements of this section, the MTC may vote to cancel the comprehensive governance review required by this section if subsequent legislation concerning CATS or other circumstances obviate the need for such a review.

X. Effective Date, Term, Amendment, and Withdrawal

A. Effective Date

This Agreement shall become effective upon (i) approval by the Charlotte City Council and the Mecklenburg County Board of Commissioners, (ii) approval by three-quarters (75%) of the Towns other than those that have withdrawn from the MTC, and (iii) the adoption by the Mecklenburg County Board of Commissioners of a resolution levying the transit sales tax.

B. Term [#12 on Chart]

This Agreement shall continue through June 30, 2034. The Agreement shall automatically extend by a further five (5) years on June 30, 2034, unless the City, the County, and at least three-quarters of the Towns other than those that have withdrawn from the MTC vote to amend or terminate this Agreement pursuant to section X.D. at least one year prior to such expiration. The Agreement shall automatically extend by a further five (5) years on each subsequent expiration date, unless the City, the County, and at least three-quarters of the Towns other than those that have withdrawn from the MTC vote to amend or terminate this Agreement pursuant to section X.D. at least one year prior to such expiration.

C. Continuing Debt Obligations

Upon the expiration or termination of this Agreement, each party shall continue to be liable for, and shall annually appropriate and transfer to the City no later than December 31 of each fiscal year, a sum of money determined by multiplying (1) the current fiscal year costs of servicing all debt issued pursuant to this Agreement (including any refunding debt) by (2) such party's per capita percentage basis among Mecklenburg County and the other units of local government in Mecklenburg County (such percentage to be calculated on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). This continuing debt obligation will end when all debt obligations are satisfied.

[#14 on Chart] Notwithstanding anything herein to the contrary, no party to this Agreement shall be required to use any of its Non-Transit Sales Tax Revenue to satisfy its continuing debt obligations under this section.

D. Amendment

This Agreement may be either amended or terminated by authorized agreement of the City, the County, and at least three-quarters (75%) of the Towns other than those that have withdrawn from the MTC.

E. Town Withdrawal

Any Town may withdraw from this Agreement effective at the start of a fiscal year (July 1) by giving written notice to the other parties to this Agreement no later than the end of the immediately preceding fiscal year (June 30).

Except as provided herein, upon withdrawal from this Agreement, a Town: (1) shall lose all rights under this Agreement; and (2) shall, except as provided in the following paragraph, no longer be obligated to appropriate and transfer to the City transit sales tax receipts, transit fares, fees, rents, or other charges, maintenance of effort obligation, or state and federal grants and other intergovernmental transfers.

Upon withdrawal from this Agreement, a Town shall be liable for, and shall annually appropriate and transfer to the City no later than December 31 of each fiscal year, a sum of money determined by multiplying (1) the current fiscal year costs of servicing all debt issued pursuant to this Agreement while the Town was a party to this Agreement (including any refunding debt) by (2) the Town's per capita percentage basis among Mecklenburg County and the other units of local government in Mecklenburg County.

A Town that has withdrawn may regain its status as a full party to this Agreement upon approval of its governing board effective on the first date of the fiscal year beginning immediately following the governing board's approval.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day written above by authority duly granted by the governing boards of the parties.

[SIGNATURE BLOCKS TO BE ADDED]

APPENDIX A [#11 on Chart]

Selection Process for CATS CEO

Selection of the CATS CEO shall be conducted in accordance with the following procedure:

- *Selection of an Executive Search Firm.* Following consultation with the MTC, the City shall select and engage an executive search firm with experience related to public transportation.
- *Development of Position Profile and Listing.* Working with the City Manager, the Executive Search Firm shall prepare a position profile and listing for the CATS CEO position. If instructed by the City Manager, the Executive Search Firm may conduct surveys and/or focus groups of key stakeholders identified by the City Manager to inform its preparation of the position profile and listing. The Executive Search Firm shall then submit the position profile and listing to the MTC for approval.
- *Advertisement and Solicitation of Applications.* Following approval of the position profile and listing, the Executive Search Firm shall advertise and solicit applications for the position both locally and nationally.
- *Review of Applications and Interviews.* The Executive Search Firm shall assist the City Manager and an MTC voting representative (not a City or County representative) selected by the MTC (the “selected MTC representative”) in narrowing the field of candidates and selecting candidates for interviews. This process may include one or more rounds of initial interviews. The selected MTC representative may participate in any such interviews. The City Manager then shall present the results of the application process and recommendations regarding finalists to the MTC in closed session.

Interviews with finalists shall be conducted by panel(s) that include the City Manager, the County Manager, and the selected MTC representative.

- *Final Selection.* Final selection of the CATS CEO shall be made by the City Manager, who shall appoint the CATS CEO upon concurrence of the County Manager and the selected MTC representative.

Interim CATS CEO

In the event the position of CATS CEO becomes vacant, the City Manager may appoint, after consultation with the MTC, an interim CATS CEO, who shall serve in the role until a permanent replacement is selected in accordance with the procedures set forth above.

If a vacancy occurs before an interim CATS CEO is approved, the City Manager shall have authority to designate one or more employees to temporarily exercise the duties of the CATS CEO until an interim is appointed.



RESOLUTION TO APPROVE THE SECOND AMENDED AND RESTATED TRANSIT GOVERNANCE INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHARLOTTE, COUNTY OF MECKLENBURG, TOWN OF CORNELIUS, TOWN OF DAVIDSON, TOWN OF HUNTERSVILLE, TOWN OF MATTHEWS, TOWN OF MINT HILL, AND TOWN OF PINEVILLE PROVIDING FOR COORDINATED TRANSIT OPERATIONS ON A COUNTY-WIDE BASIS THROUGH CATS

WHEREAS, the City Council for the City of Charlotte approved the original Transit Governance Interlocal Agreement ("ILA"), executed in February of 1999, between the County of Mecklenburg, Town of Cornelius, Town of Davidson, Town of Huntersville, Town of Matthews, Town of Mint Hill, Town of Pineville, and the City; and

WHEREAS, after the Metropolitan Transit Commission ("MTC") approved amendments to the ILA, the Charlotte City Council and the other parties approved an Amended Transit Governance Interlocal Agreement, executed in November of 2005; and

WHEREAS, the parties to the agreement have worked to develop a proposed Second Amended and Restated Transit Governance Interlocal Agreement to ensure the advancement of the Charlotte Area Transit System ("CATS") and promote the goals of the Metropolitan Transit Commission ("MTC"); and

WHEREAS, the Second Amended and Restated Transit Governance Interlocal Agreement will provide for the continuation of coordinated transit operations on a county- wide basis through CATS; and

WHEREAS, changes in the Second Amended and Restated Transit Governance Interlocal Agreement include: a new annual discretionary fund of \$500,000, which the MTC may use to fund studies or commission reports related to CATS; an expanded role for the MTC in developing CATS budgets; an enhanced process for selecting and recommending the CATS CEO; and increased reporting requirements for CATS and CATS's CEO to the MTC; and

WHEREAS, the Second Amended and Restated Transit Governance Interlocal Agreement also revises the term of the agreement to continue through at least June 30, 2034 and makes other technical and administrative changes to the agreement; and

WHEREAS, to become effective, the Second Amended and Restated Transit Governance Interlocal Agreement must be approved by the City, the County, and at least three-quarters of the six Mecklenburg County towns.

NOW THEREFORE, BE IT RESOLVED that the Town of Huntersville Board of Commissioners hereby:

- 1. APPROVES THE SECOND AMENDED AND RESTATED TRANSIT GOVERNANCE INTERLOCAL AGREEMENT, AS DESCRIBED ABOVE, BETWEEN THE CITY OF CHARLOTTE, COUNTY OF MECKLENBURG, TOWN OF CORNELIUS, TOWN OF DAVIDSON, TOWN OF HUNTERSVILLE, TOWN OF MATTHEWS, TOWN OF MINT HILL, AND TOWN OF PINEVILLE PROVIDING FOR COORDINATED TRANSIT OPERATIONS ON A COUNTY-WIDE BASIS THROUGH CATS; AND
- 2. AUTHORIZES THE TOWN MANAGER TO EXECUTE THE SECOND AMENDED AND RESTATED TRANSIT GOVERNANCE INTERLOCAL AGREEMENT, AS DESCRIBED ABOVE.

Adopted this the 16th day of June, 2024.

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney
Bobby Williams, Assistant Town Manager

Subject: Resolution Authorizing Upset Bid Process for Portion of 12928 S. Church Street

EXPLAIN REQUEST:

Steve McLane has offered to purchase a portion of 12928 S. Church Street, Huntersville, NC 28078. To sell this property, the Town must go through the upset bid process. This resolution authorizes that process.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Real Estate Legal doc's SM Final



RESOLUTION AUTHORIZING UPSET BID PROCESS

Resolution No. R-2024-18

WHEREAS, the Town of Huntersville, North Carolina owns certain property, approximately .591 acres, consisting of a portion of PIN 01931109 (the "Property"); and

WHEREAS, North Carolina General Statute § 160A-269 permits the Town of Huntersville to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the Town of Huntersville has received an offer to purchase the Property (attached hereto and incorporated herein by reference as **Exhibit A**), in the amount of thirty thousand dollars (\$30,000.00), submitted by Steve McLane; and

WHEREAS, Mr. McLane has paid the required five percent (5%) deposit on his offer.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board of Commissioners authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The Town of Huntersville clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town of Huntersville clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Town of Huntersville clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the Town of Huntersville clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town of Huntersville Board of Commissioners.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The Town of Huntersville will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received.
7. The terms of the final sale for any new qualifying upset bid are that:
 - the Town of Huntersville Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed;
 - the buyer must pay for all closing costs at their sole expense;
 - the buyer must pay with cash at the time of closing;
 - Buyer shall be responsible for any and all agent commissions and escrow fees.
 - Buyer shall be responsible for any required permitting or development approvals necessary for use of the Property and their associated fees.
 - Buyer, at buyer's sole expense, shall be responsible for the subdivision of the Property that is being purchased as described in the attached "Proposed Division Line Survey of 12936 South Church Street."

8. The Town of Huntersville reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The Town Manager of the Town of Huntersville is authorized to execute the instruments necessary to convey the property to Mr. McLane.

Adopted this 17th day of June, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND [Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Town of Huntersville

(b) **"Buyer":** Stephen Arthur McLane

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: 12928 S Church St **parcel id #01931109**

City: Huntersville Zip: 28078

County: Mecklenburg, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 01931109 (portion of)

Other description: That 0.591 Acre Portion shown on the attached survey entitled "Proposed Division Line Survey of 12936 South Church Street"

Some or all of the Property may be described in Deed Book 18410 at Page 880

(d) **"Purchase Price":**

\$ 30,000.00 paid in U.S. Dollars upon the following terms:

\$ _____ BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer

\$ 1500.00 ☐ electronic transfer (specify payment service: _____) BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to The Town Clerk within five (5) days of the Effective Date of this Contract by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer.

\$ _____ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

\$ _____ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

\$ _____ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

\$28,500 _____ BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): _____ Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if

any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The

Buyer's initials gm Seller initials

parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

- (h) **“Due Diligence”**: Buyer’s opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer’s sole discretion, will proceed with or terminate the transaction.
- (i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party’s right to attorneys’ fees incurred in collecting the Due Diligence Fee.
- (j) **“Due Diligence Period”**: No due Diligence Period
- (k) **“Settlement”**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney’s receipt of all funds necessary to complete such transaction
- (l) **“Settlement Date”**: The parties agree that Settlement will take place within 60 days of approval of this Purchase Agreement by the Town of Huntersville Board of Commissioners (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

- (m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

- (n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(l).

2. BUYER'S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

- (a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.
- (b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:
- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
 - (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
 - (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

- costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
 - (v) **Appraisals:** An appraisal of the Property
 - (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
 - (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
 - (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
 - (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
 - (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided

property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:**

✓(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement ☐ is ☐ is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ (Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

☐ First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ Conventional ☐ USDA

☐ Other type: _____ in
the principal amount of _____.

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____ ☐ Other

funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to

complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Buyer's initials



 Seller initials

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☒ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- ☐ Is listed with and actively marketed by a licensed real estate broker.
- ☐ Will be listed with and actively marketed by a licensed real estate broker.
- ☐ Buyer is attempting to sell/lease the Buyer's property without the assistance of a license real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract; (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- [X] Has owned the Property for at least one year.
- ☐ Has owned the Property for less than one year.
 - ☐ Does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☐ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure

and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

- (c) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.
- (d) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto).

6. SELLER OBLIGATIONS:

- (a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**
- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
 - (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
 - (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.
- (b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).
- (c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewinterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

- (d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.
- (e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.
- (f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must

be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

- (g) **Good Title, Legal Access:** Seller shall execute and deliver a SPECIAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

- (h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.
- (i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only) _____.
- (j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$0_____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.
- (k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.
- (l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.
- (m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.
- (n) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.
- (o) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) Seller shall pay:

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) Buyer shall pay: (i) charges for providing information required by Buyer's lender;

- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and (iii) determining restrictive covenant compliance.

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) Taxes on Real Property: Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) Rents: Rents, if any, for the Property;

(c) Dues: Owners' association regular assessments (dues) and other like charges.

9. CONDITION OF PROPERTY/RISK OF LOSS:

(a) Condition of Property at Closing: If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) Risk of Loss: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

☒ Additional Provisions Addendum as **Exhibit A**

☐ Owners' Association Disclosure Addendum

☐ Additional Signatures Addendum (Form 3-T)

(Form 2A12-T)

☐ Back-Up Contract Addendum (Form 2A1-T)

☐ Seller Financing Addendum (Form 2A5-T)

☐ Loan Assumption Addendum (Form 2A6-T)

☐ Short Sale Addendum (Form 2A14-T)

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

- 13. ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.
- 14. TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.
- 15. PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.
- 18. CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.
- 19. EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.
- 20. COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.
- 21. REMEDIES:**
- (a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach,

provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Buyer:

Date: _____

Buyer:

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By:

Name: _____

Print Name

Title: _____

Date: _____

Date: _____

Seller:

Date: _____

Seller:

Entity Seller:

Town of Huntersville

By:

Name: _____

Print Name

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address:
12936 South Church St Huntersville NC 28078
Email Address- smclane@gilbertfoods.com

Mailing Address: _____

Seller Fax #: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Buyer Fax #: _____

Seller E-mail: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS: 101 Huntersville-Concord Rd, Huntersville, NC 28070

Selling Firm Name: _____

Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: P.O. Box 664, Huntersville, NC 28070 _____

Individual Selling Agent: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

-

Individual Listing

Agent: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent

License#: _____

Listing Agent

Phone#: _____

Listing Agent

Fax#: _____

Listing Agent E-

mail: _____

Listing Firm

Name: _____

Acting as ☐ Seller's Agent ☐ Dual Agent

Firm

License#: _____

Mailing Address:

Buyer's initials Seller initials

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ (“Seller”)

Buyer: _____ (“Buyer”)

Property Address: _____ (“Property”)

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$_____.00, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: _____

By:
(Signature)

(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$_____.00, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____
(Signature)

Date: _____

Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$_____.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

By:
(Signature)

(Print name)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$_____. Escrow Agent as identified in Parag.00



raph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ ☐ AM ☐ PM

By:

(Signature)

(Print name)

Page 13 of 13

STANDARD FORM 12-T

Revised 7/2023

© 7/2023

EXHIBIT A
(Additional Terms)

- 1) Buyer shall be responsible for any and all agent commissions and escrow fees.
- 2) Buyer shall be responsible for any required permitting or development approvals necessary for use of the Property and their associated fees.
- 3) Buyer, at buyer's sole expense, shall be responsible for the subdivision of the Property that is being purchased as described in the attached "Proposed Division Line Survey of 12936 South Church Street."



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney
Anthony Roberts, Town Manager

Subject: Purchase Agreement to Acquire 14703 N Old Statesville Road

EXPLAIN REQUEST:

The Town Manager proposes that the Town purchase approximately 0.350 acres located at 14703 N Old Statesville Road, Huntersville, NC 28078 for \$2,300,000 for Town use.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

\$2,300,000

ATTACHMENTS:

1. Cashions FINAL



RESOLUTION TO APPROVE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Resolution No. R-2024-20

WHEREAS, the Town has received the Agreement for Purchase and Sale of Improved Real Property (the "Agreement") attached hereto and incorporated herein as Exhibit A from Cashion Properties, LLC, as sellers, for the purchase of 14703 N Old Statesville Rd, Huntersville, NC 28078 (the "Property"), as more particularly described in Exhibit A; and

WHEREAS, the Town wishes to purchase the Property based on the terms stated in the Agreement.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Agreement between the Town and Cashion Properties, LLC for the purchase of the Property, attached hereto as Exhibit A is approved.
2. The Town Manager is authorized to execute the agreement, subject to such amendments as may be approved by him, in consultation with the Town Attorney.
3. This Resolution shall be effective as of the date of its adoption.

Adopted this 17th day of June, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda and exhibits attached hereto (“Agreement”), is by and between **Cashion Properties, LLC**, a North Carolina Limited Liability Company (“Seller”), and the **Town of Huntersville, North Carolina**, a North Carolina municipality (“Buyer”).

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **“Property”**: Approximately 0.350 acres, consisting of all or portions of parcels: (i) **PIN 01712212**; as generally shown on **Exhibit A**, attached hereto and incorporated herewith by reference, together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$2,300,000.00 (b) **“Purchase Price”** shall mean the sum of **Two Million Three Hundred Thousand Dollars**, payable on the following terms:

\$N/A (i) **“Earnest Money”** shall mean **Zero** Dollars.

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with N/A (name of person/entity with whom deposited- “Escrow Agent”), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

☐ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)**

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer’s Taxpayer Identification Number is:_____)**

☐ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

\$ N/A (ii) **“Proceeds of a new loan”** in the amount of zero Dollars for a term of ____ years, with an amortization period not to exceed ____ years, at an interest rate not to exceed ____% per annum with mortgage loan discount points not to exceed ____% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$N/A (iii) **“Delivery of a promissory note”** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of ____ years, with an amortization period of ____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent

(____%) per annum in the amount of \$____
_____, with the first principal payment beginning on the first day of the month next
succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At
any time, the promissory note may be prepaid in whole or in part without penalty and
without further interest on the amounts prepaid from the date of such prepayment.

**(NOTE: In the event of Buyer's subsequent default upon a promissory note
and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of
the Property. If the deed of trust given hereunder is subordinated to senior financing,
the material terms of such financing must be set forth on Exhibit B. If such senior
financing is subsequently foreclosed, the Seller may have no remedy to recover under
the note.)**

\$N/A

(iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the
Property, such obligation having an outstanding principal balance of \$_____

and evidenced by a note bearing interest at the rate of _____percent (____%) per
annum, and a current payment amount of \$_____.

\$2,300,000.00

(v) **Cash, balance of Purchase Price**, at Closing in the amount of **Two Million Three
Hundred Thousand Dollars**.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this
Agreement. Closing shall occur on or before **90 days after approval of this Purchase Agreement
by the Town of Huntersville Board of Commissioners, but in no event after December 31,
2024. Time is of the essence in regards to the closing date.**

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller
and after approval by the Huntersville Board of Commissioners.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date
and extending through 5:00pm (based upon time at the locale of the Property) on the date that is
**90 days after the Contract Date. TIME IS OF THE ESSENCE AS TO THE EXAMINATION
PERIOD.**

(g) **"Broker(s)"** shall mean:

None _____ ("Listing
Agency"),

_____ ("Listing Agent" – License # _____)

Acting as: ☐ Seller's Agent;

☐ Dual Agent

And ("Selling Agency"),

_____ ("Selling Agent"- License # _____)

Acting as: ☐ Buyer's Agent;

☐ Seller's (Sub)Agent;

☐ Dual Agent

- (h) **"Seller's Notice Address"** shall be as follows:

Cashion Properties, LLC
P.O. Box 520
Cornelius, NC 28031

With copy to: Laura Snider Baker
Baker Law Office, PLLC
9620 Holly Point Drive, Suite 102
Huntersville, North Carolina 28078
e-mail address: laura@bakerlawoffice.legal
Fax Number: 704-895-7966

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

- (i) **"Buyer's Notice Address"** shall be:

Anthony Roberts
Town Manager Town of Huntersville
P.O. Box 664
Huntersville, NC 28078

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

- [X] (j) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (**Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.**)
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: [none].

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: [none].

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not

limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** [intentionally deleted]

(b) **Qualification for Assumption:** [intentionally deleted]

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any

invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third-party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations, and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☐ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☒ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent

and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance, and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is: (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of

court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws

- (a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any): **None, except the proposed widening of Hwy 115 by DOT.**

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

- (b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.
- (c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants, and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge, and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an “exterior insulating and finishing system” commonly known as “EIFS” or “synthetic stucco”. Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Date: _____

Date: _____

Buyer: **Cashion Properties, LLC**

Seller: **Town of Huntersville** [SEAL]

By _____

By: _____
Town Manager

Title: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date: _____ By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: fax number:

except as same may be changed pursuant to Section 12.

Exhibit A

General Description of Property

14703 N Old Statesville Rd, Huntersville, NC 28078 (formerly known as 101 Old Statesville Road)

PIN #: 01712212

Being all of Lot #6 in the J. Mack Holbrooks Estate property and being allotted to John McRaven Holbrook and Ernest Jackson Holbrook as Tenants in Common and being designated as lot #6 in Map Book 4, Page 309, of the Mecklenburg County Public Registry, and more particularly described as follows:

BEGINNING in the Town of Huntersville, North Carolina, at the intersection of College Street and old N.C. Highway # 26 and 21, now North Carolina Highway No. 115, and at the Northwestern corner of said intersection and runs thence with College Street S. 88 W. 105 feet to an iron; being the corner of Lots 6 and 7; and thence with the dividing line between Lots No. 6 and 7, N. $4\frac{3}{4}$ West 168 $\frac{1}{2}$ feet to an iron in the line of Dr. Tom Craven property; thence with the Craven line N. 88 E. 105 feet to the Western edge of North Carolina State Highway # 115; thence with the Western edge of State Highway # 115 S. $4\frac{3}{4}$ E. 163 $\frac{1}{2}$ feet to the beginning corner; reference is hereby made to Map Book 4, Page 109 and to the administration of the J. Mack Holbrook Estate property.

Being the same property conveyed to Cashion Properties, LLC in Book 24207 at Page 358 in the Mecklenburg County Public Registry.

Exhibit B

Additional Terms

The following terms are made a part of the above referenced Agreement for Purchase and Sale of Real Property by specific reference and to the extent this Exhibit differs from the Agreement for Purchase and Sale of Real Property (hereinafter Agreement) this Exhibit shall control.

1. The parties acknowledge that the Property is currently leased to Cashion Food Mart, Inc., which is operating a gas station and convenience store located on the property (hereinafter referred to as "the Store.") The Store will remain in operation until fifteen (15) days prior to the Closing date as mutually agreed upon by the parties. Upon the Parties' mutual agreement on a Closing date, Seller shall begin the process of winding down the Store operations. Seller shall be responsible for all utilities on the Property so long as Seller owns the Property.
2. The equipment and personal property located on the Premises are owned by the Tenant and Tenant is solely responsible for removing any fixtures and personal property that Tenant intends to keep prior to the date of the Closing. Seller shall cause Tenant to execute a Bill of Sale to Buyer for all personal property remaining on the Premises as of the date of Closing. Any property remaining shall be the sole and separate property of Buyer, at no additional cost.
3. Each party will be responsible for all of its other closing costs not specified above, including its respective attorneys' fees.
4. City and/or county ad valorem taxes on the Subject Property for the year in which the Closing occurs will be prorated to the Closing Date and Buyer shall pay its estimated share of such taxes to Seller at Closing. If not determined as of the date of Closing, the amount of taxes shall be based on the previous year's tax assessed for the Subject Property. Buyer shall assume the responsibility of reimbursing Seller for payment of any additional amounts owed by Buyer upon presentation of a paid receipt by Seller. Any assessments against the subject Property of which Seller has notice shall be paid by Seller on or prior to the Closing Date.

5. REPRESENTATIONS.

Seller represents and warrants to Buyer as follows:

- A. The information and documentation furnished by the Seller to the Buyer will be complete and correct in all material aspects.
- B. The Seller has the right to enter into this Agreement and consummate the transaction contemplated hereby without the consent of others.
- C. The Seller has good and marketable title to the Property free from any liens, encumbrances, leases, or restrictions other than permitted exceptions set forth in Paragraph 8 hereof.
- D. All real property taxes are currently paid. The Property is not subject to any special assessments, whether it constitutes a lien on the Property, and Seller has no knowledge of any pending or threatened special assessments or reassessment of the Property.
- E. There is no pending or threatened condemnation or other legal or administrative proceeding affecting the Property. Notwithstanding the foregoing, there have been announced plans from North Carolina Department of Transportation to widen the right of way of Highway 115.

F. The Seller makes no representations regarding the availability of utility services to the property line.

G. To Seller's actual knowledge, but without investigation or inquiry, other than the underground storage tanks for the gasoline pumps, which Seller believes to be in compliance with all regulations, the Subject Property contains no chemical, material or substance exposure which is prohibited, limited or regulated by governmental authorities nor is the Subject Property subject to any liability or lien or claim of lien under any statute, regulation, ordinance or other requirement, including without limitation the following: the Clean Air Act, 42 U.S.C. Section 7401, et. seq. and North Carolina standards and permit requirements set forth in Articles 21 and 21B of Chapter 143 of the North Carolina General Statutes; The Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et. seq.; The North Carolina Sedimentation Pollution Control Act of 1973, Article 4 of Chapter 113A of the North Carolina General Statutes; The Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et. seq.; The Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901-6987; and North Carolina waste management provisions set forth in N.C.G.S. Sections 130A-290 through 310 and Article 21A of Chapter 143 of the North Carolina General States, all as amended (collectively, the "Regulations"). Seller hereby warrants and represents that, to its actual knowledge during the period of its ownership of the Subject Property, it has not brought onto the Subject Property, or generated, used, stored or allowed to remain thereon, or disposed of upon, within, about or under the Subject Property any waste, debris, or contamination in violation of the above-described Regulations.

H. Except as set forth in this paragraph, Seller makes no further representations regarding the Property to Buyer.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER DOES NOT BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER SHALL NOT BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE CLOSING, MAKE ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING WITHOUT LIMITATION LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY (HEREINAFTER COLLECTIVELY CALLED THE "DISCLAIMED MATTERS"). BUYER AGREES THAT WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER. BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF) AND RELY UPON SAME AND UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY. SELLER

SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS SECTION, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD, OR MAY HAVE AGAINST SELLER WITH RESPECT TO (I) THE DISCLAIMED MATTERS; (II) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT; (III) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, CERCLA AND (IV) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING DATE. THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS AGREEMENT.

7. At the time of Closing, Seller shall cause any gas remaining in the underground gas storage tanks on the property to be removed until there is less than one inch of gasoline remaining in any of the tanks. Seller shall take all steps to place the underground storage tank systems into a Temporary Closure State as required by the North Carolina Department of Environmental Quality Division of Waste Management Underground Storage Tank ("UST") Section using the provisions for UST systems that are to be closed for 90 or more days. Buyer shall be responsible for the removal or any other activities regarding the tanks once placed in the Temporary Closure State by Seller.

Exhibit C

Leases

Seller has a lease with Cashion's Food Mart, Inc. to operate the convenience store and gas pumps on the subject Property. Seller shall provide documentation to Buyer at least 30 days prior to the date of Closing that the lease has been terminated, with the term of the lease ending on or before the Closing date, and that there will be no tenant in possession after Closing.



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Board of Adjustment Appointments

EXPLAIN REQUEST:

The Board of Adjustment is made up of 7 regular members and 3 alternate members. This Board only hears quasi-judicial hearings for Zoning Variance and Appeal requests.

We have received 8 applicants for the following 4 expiring seats (with new terms ending June 30, 2027):

- Peter Jacobson (Town Seat 2) - has served 1 term and is eligible for one additional term (and would like to be considered for reappointment)
- Jonathan Bradshaw (Town Seat 1) - has served 1 term and is eligible for one additional term (and would like to be considered for reappointment)
- Christopher Price (Town Seat 4) - has served 1 partial term and is eligible for two additional terms (and would like to be considered for reappointment)
- Kimberle Burton (ETJ Seat 1) - has served 1 term and has opted not to reapply

Please note that it is the recommendation of the Planning Department that Alternate Members who have had the benefit of attending meetings and experiencing quasi-judicial hearings be appointed to regular seats with any new appointments being made to fill the vacated Alternate Seats. Additionally, please note that terms are applied to the 'seat' and not the person so that there is always a majority of tenured members to the Board through the appointment process.

This said, it is the recommendation of the Planning Department that:

- Peter Jacobson (Town Seat 2) - be considered for a second term
- Jonathan Bradshaw (Town Seat 1) - be considered for a second term
- Christopher Price (Town Seat 4) - be considered for a first term
- VACANT (ETJ Seat 1) - awaiting ETJ application

ACTION RECOMMENDED:

Appoint members.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Board of Adjustment - Applicants 20240607
2. Board of Adjustment - Summary
3. Board of Adjustment - Map June 2024

Print

Advisory Boards & Commissions Application - Submission #17416

Date Submitted: 5/23/2024

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?*

Board of Adjustment ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Jonathan

Last Name*

Bradshaw

Street Address (must be in Huntersville)*

15524 Troubadour Lane

Is this address in the ETJ?*



No



Yes

Email Address*

jonathan.p.bradshaw@gmail.com

Phone Number*

7043516851

Occupation

Buyer

Place of Employment

Rack Room Shoes

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)

Board of Adjustment, June 2024

Business and Civic Experience related to this Advisory Board or Commission

Board of Adjustment, appointed 2022. Board of Adjustment Alternate, appointed 2018 & 2020. Greenways Commission 2015-2017. Huntersville Citizens Police Academy 2013, Huntersville 101 2012.

Areas of Expertise, Interests and Skills

Business / Business Development, love land use policy, public policy, I am a certified parliamentarian.

Education

MBA, Wingate. BA/BS UNCC, Advanced Leadership Certificate, Northwestern, Project Management Professional, Six Sigma Green Belt.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

I volunteer in government activities. I also have coached for HYAA, NFL Flag Football, and am a CMS Schools 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?

I would like to see our community become more vibrant and diverse. Diverse economically, racially, in age, and business diversity. I would love to see a downtown bustling after 7pm. I would like to see more local businesses open up and more industry / race teams call us home.

What obstacles do you see to achieving this vision?

Land use, we have to dedicate land and have the discipline to stick to it no matter the influence.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Traffic is everything but I don't want to see the town go too far into the road building business. That is a Raleigh problem. I think as we grow, conflicts between landowners and the town will grow and I would like to use my experience and moderate / fair disposition to adjudicate between the citizen and town.

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*

Jonathan Bradshaw

Signature Date*

5/23/2024

Print

Advisory Boards & Commissions Application - Submission #16202

Date Submitted: 11/22/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Board of Adjustment ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Edward

Last Name*

Cecil

Street Address (must be in Huntersville)*

16435 Cobble View Lane

Is this address in the ETJ?*



No



Yes

Email Address*

ewcecilaw@aol.com

Phone Number*

4155316475

Occupation

Retired Attorney

Place of Employment

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

Open and able to serve as needed..

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

Former member Board of Adjustment and as its Chair; Attorney at Law since 1972 (Corporate, Insurance, self-insured and medical-legal defense); Police Commissioner 5 years; Chairman Police Advisory & Review Board; Judge Pro-Tem; taught law school classes and Bar Review preparation; Board of Director of North Mecklenburg Crime Stoppers; Attorney for Mothers Against Drunk Driving; Vice President FBI Citizens Academy. Took Huntersville 101 and HPD Citizens Academy.

Areas of Expertise, Interests and Skills

Assisted Calif. Govenor Schwarzenegger rewriting State Laws; Legal; Law Enforcement; worked with FBI as to governmental corruption and sex trafficking. Am analytical, impartial, logical, objective, able to listen and understand. Able to read and understand laws and ordinances. Am a historian, knowable as to food, wine, art, music, areas of science and math.

Education

BA Political Science/Pre-Law; JD Law

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

Served on the Huntersville Board of Adjustment and as its Chair. Board of Director North Mecklenburg Crime Stoppers. Chair of Police Advisory and Review Board. Worked with FBI. Assisted State Governor in rewriting State Laws. Attorney for Mothers Against Drunk Driving. Presenter Police Citizens Academy. Attorney for 18 Independent School Districts. Pro Bono legal work. FBI Citizens Academy and VP Alumni. Meck Cnty Sheriff and HPD.

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?

Becoming safe, thriving, vibrant community with reasonable growth with concern for residents as well as business growth. Factors: transportation/roads; environment; community leadership; regional rule; business (domestic & foreign); residential & business land use; central/downtown district; community service. Proper understanding and use of the current 2040 Plan and that it is a "Guide".

What obstacles do you see to achieving this vision?

Concern with too rapid growth and expansion, resulting in increase in and worsening of traffic congestion, with infrastructure not keeping up with it. Not understanding that the 2040 Plan is a "Guide".

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Again, the rapid growth and expansion without the infrastructure keeping up with it. Everything indicated above as to vision and factors to shape its growth need to be taken into consideration and done in a logical, systematic, paced manner with infrastructure coming into place to benefit the residents and Huntersville. Need to bring back complete Quasi-Judicial review with the independence of the Board of Adjustment (which is not an advisory board as its decisions are final and can only reviewed by a judge not the Town Board) as confirmed by the NC School of Government.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Edward Cecil

Signature Date*

11/22/2023

Print

Advisory Boards & Commissions Application - Submission #17487

Date Submitted: 6/4/2024

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?*

Board of Adjustment ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Peter

Last Name*

Jacobson

Street Address (must be in Huntersville)*

12505 McCord Rd

Is this address in the ETJ?*



No



Yes

Email Address*

pjake19@gmail.com

Phone Number*

7045626499

Occupation

Vice President of Operations and Real Estate

Place of Employment

Patterson Pope

Approx. hours you could dedicate to this Board/Commission (per month)*

10

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Chair of the Board of Adjustment - Term expiration June, 2024

Business and Civic Experience related to this Advisory Board or Commission

Huntersville 101 graduate, 4.5 years experience on the Huntersville Board of Adjustment, 30 plus years of commercial business experience, in making presentation to variety of Boards in a multitude of municipalities in 14 different states

Areas of Expertise, Interests and Skills

Real estate, Process Improvement, Negotiation, Strategic Planning,

Education

BS Industrial Management - Rowan University

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

15 years of Kiwanis membership, Terrific Kids, Second Harvest Food Bank, What's Next Ministry, Stonebridge Church Eldercare Ministry,

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?

Supporting the 2040 plan. Doing anything I can to ensure that the Town of Huntersville remains a wonderful place to raise a family.

What obstacles do you see to achieving this vision?

Fast growth and develop create challenges. Solving challenges requires an ability to listen well. It also requires an ability to compromise. Challenges are challenges, potential solutions each have pros and cons. Getting to the best outcome requires the patience to wade through the potential solutions to find the ones with the highest ROI

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Traffic remains the number one issue in the town. Emerging new development remains the second largest issue. Neither of these directly impacts the work of the Board of Adjustment. The Board of Adjustment focuses our attention on micro issues. The larger issues I have mentioned above, are Macro issues and are not a part of what we focus on in our BOA meetings. The town seems to have a plan to deal with the macro issues and I support the work that they are doing.

Electronic Signature Agreement

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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*

Peter Jacobson

Signature Date*

6/4/2024

Print

Advisory Boards & Commissions Application - Submission #17469

Date Submitted: 6/1/2024

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?*

Board of Adjustment ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Garrett

Last Name*

Moise

Street Address (must be in Huntersville)*

12036 Rowan Hill Drive, Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

garrett.moise@gmail.com

Phone Number*

5053531233

Occupation

VP - Due Diligence

Place of Employment

Essential Housing Company

Approx. hours you could dedicate to this Board/Commission (per month)*

15

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

I was appointed to City of Charlotte Board of Zoning Adjustment earlier this year, but could not serve as we moved to Huntersville.

Business and Civic Experience related to this Advisory Board or Commission

I have a diverse background in planning and development, having served as a city planner in Oviedo, FL, a suburb of Orlando, and as a regional planner overseeing a four-county area in southern South Carolina near Beaufort. Currently, I work for a private equity firm, where I specialize in underwriting land positions, although none of our properties are located in Huntersville.

Areas of Expertise, Interests and Skills

I bring expertise and work experience in city planning, regional planning, land development, land acquisition, environmental mitigation, homebuilding, and underwriting/feasibility analysis. I have a strong interest in land policy and am an active member of the Lincoln Institute of Land Policy and the Urban Land Institute.

Education

Bachelor of Arts in Geography with emphasis on Land Use Management from the University of New Mexico
Master of Business Administration from Rollins College

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

I was appointed to City of Charlotte Board of Zoning Adjustment earlier this year, but could not serve as we moved to Huntersville. I previously served as a member of HomeAid Orlando, a real estate focused nonprofit serving families and businesses in need, on their Housing Development Committee that built or rehabbed homes and commercial spaces for the betterment of the community. I also served as mentor to high school youth through a program that helped them obtain free tuition to universities in Florida.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for Huntersville, NC, over the next 10 to 15 years is to build upon its already safe and vibrant character, further enhancing it as a premier community for families. This vision involves continuing to develop well-planned neighborhoods, expanding accessible green spaces, and increasing diverse recreational opportunities. Key factors that will shape our growth include sustainable development practices, continued investment in education and public safety, and the enhancement of local infrastructure to support a growing population. By prioritizing smart growth strategies, promoting local businesses, and ensuring that all residents have access to quality services and amenities, Huntersville can continue to thrive as a family-friendly town where everyone feels welcome and secure.

What obstacles do you see to achieving this vision?

Achieving this vision for Huntersville, NC, may face several obstacles. One major challenge is managing rapid population growth while maintaining the town's charm and community spirit. This requires careful planning to avoid overdevelopment and ensure infrastructure keeps pace with demand. Another obstacle is securing adequate funding for essential projects, such as improving schools, expanding public safety services, and developing recreational facilities. Additionally, balancing the interests of various stakeholders, including residents, businesses, and developers, can be complex and may lead to conflicting priorities. Addressing environmental concerns and ensuring sustainable development practices will also be crucial to preserving the natural beauty and resources of the area. By proactively addressing these challenges through strategic planning and community engagement, Huntersville can successfully navigate these obstacles and realize its vision for the future.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

With rapid development occurring in Huntersville and the surrounding area, several issues need attention to maintain the community's character and ensure balanced growth. One significant problem is the risk of overdevelopment, which can lead to traffic congestion, strain on infrastructure, and loss of green spaces. To address this, I would advocate for more stringent zoning regulations and smarter urban planning to preserve the town's charm and environmental integrity. Another concern is ensuring that the growth benefits all residents, including maintaining affordable housing options and preventing socioeconomic disparities. On a positive note, Huntersville's commitment to maintaining a family-friendly environment and investing in community amenities is highly appropriate and should be continued. By focusing on sustainable development, enhancing public transportation, and promoting local businesses, we can guide Huntersville's growth in a way that preserves its unique character while accommodating new residents and opportunities.

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*

Garrett Moise

Signature Date*

6/1/2024

Print

Advisory Boards & Commissions Application - Submission #14163

Date Submitted: 4/21/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

John

Last Name*

Passarelli

Street Address (must be in Huntersville)*

12503 LEVINS HALL RD

Is this address in the ETJ?*



No



Yes

Email Address*

jeplaw@gmail.com

Phone Number*

8479244696

Occupation

Attorney (retired)

Place of Employment

N/A

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

40

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Board of Adjustment

Business and Civic Experience Related to this Advisory Board or Commission

3 years on the Board of Adjustment 50 years in the practice of law / criminal prosecution 2years / Federal Trace Commission antitrust litigation 3 years / corporate antitrust & trade regulation counsel 3 years / Clausen Miller law firm in Chicago 1978-86 / personal law firm 1978 - 2018 commercial litigation, etc. & appellate cases Teaching Business Torts at Harper College

Areas of Expertise, Interests and Skills

Practice of law

Education

Resume should be on file but another copy will be delivered in separate e-mail. Colleges attended: Georgetown University / Loyola University Chicago / University of Wisconsin / Loyola University New Orleans / Indiana University Highest degree earned: Doctor of Jurisprudence

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

Board of Adjustment 2020 - 2023

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Balanced growth in commercial & residential sectors with improvement of existing infrastructure Improved transportation modes & accessibility to commercial & service areas of the town

What obstacles do you see to achieving this vision?

Financing & competing interests for land use & development Lack of affordable housing for needed labor forces.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Problems: correcting the historical random development of the core area of the town between Sam Furr and Hambright Roads; the limitation on the expansion of existing roads; lack of projected development of town services for areas that need to be developed and expanded. With the proposed development & construction currently in progress, there needs to be an architectural awareness for maintaining an aesthetic profile befitting the history of the Charlotte, N.C. heritage.

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*

John E. Passarelli

Signature Date*

4/21/2023

JOHN E. PASSARELLI

12503 LEVINS HALL ROAD
HUNTERSVILLE, NORTH CAROLINA 28078

ADMITTED TO PRACTICE:
WASHINGTON, D.C.
ILLINOIS
INDIANA
FLORIDA

(847) 924-4696
jeplaw@gmail.com

General Resume

Illinois - ARDC (Attorney Registration & Disciplinary Commission) No. 3121653 (good standing)

Cook Co. Atty. No. 25200

Cook Co. Board of Tax Appeals 8782

DuPage Atty. No. 84495

Supreme Court of Illinois	Admitted 11/03/78	#3121653
Supreme Court of Florida	Admitted 09/10/74	#220388
Supreme Court of Indiana	Admitted 09/22/71	#5629-98
D.C. Bar	Admitted 04/11/72	#96800
Supreme Court of the United States of America	Admitted 10/07/74	
D.C. Court of Appeals	Admitted 09/13/73	
U.S. Ct. of Military App.	Admitted 10/02/73	
U.S. Court of Claims	Admitted 06/04/74	
U.S. Dist. Ct. D.C.	Admitted 07/26/72	
U.S. Dist. Ct. S.D. Ind.	Admitted 09/22/71	
U.S. Dist. Ct. M.D. Fla.	Admitted 12/10/76	
U.S. Dist. Ct. N.D. Ill.	Admitted 07/07/78	
Trial Bar	Admitted 12/01/82	
U.S. Ct. of App., D.C.Cir.	Admitted 04/26/72	
U.S. Ct. of App., 5th Cir.	Admitted 12/13/76	
U.S. Ct. of App., 7th Cir.	Admitted 00/00/78	
U.S. Ct. of App., 11th Cir.	Admitted when created	

Federal Trade Commission - Bureau of Competition 1971 - 1975

Jim Walter Corporation - Director of Antitrust &
Trade Regulation 1975-1978

Clausen, Miller, Gorman, Cafrey, & Witous 1978-1986

Private practice in Illinois 1986 - retired 2018

Member of Illinois State Bar Association 1978 - present ISBA #7308869 #23625

Finalist Candidate for U.S. Magistrate, N.D. Ill., E.D. 1975

Published "Commercial Bribery" - Chapter 8 in *Unfair Competition* IICLE 1979

Instructor of "Business Torts" at Harper College - Palatine, IL. 1988-90

General litigation and appellate practice

Print

Advisory Boards & Commissions Application - Submission #17506

Date Submitted: 6/6/2024

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?*

Board of Adjustment ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Chris

Last Name*

Price

Street Address (must be in Huntersville)*

8310 Misty Lilac Dr

Is this address in the ETJ?*



No



Yes

Email Address*

cprice8889@gmail.com

Phone Number*

7046198889

Occupation

Business Loan Analyst

Place of Employment

Wells Fargo Bank NA

Approx. hours you could dedicate to this Board/Commission (per month)*

8

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Planning Board/ Meck Tax Board/ Board of Adjustments Exp 6/2024 /

Business and Civic Experience related to this Advisory Board or Commission

Banking, Social Fraternity, Planning Board, Board of Adjustments, HOA

Areas of Expertise, Interests and Skills

Banking, Planning Board, Civic boards in the town of Huntersville,

Education

Western Carolina University

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Planning Board/ Meck Tax Board/ Board of Adjustments Exp 6/2024 / Police (Citizens) / Huntersville 101, HOA,

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My goal is to see the greenways completed along with road improvements. The light rail will hopefully move forward and assist with those commuting.

What obstacles do you see to achieving this vision?

Money is always a factor. The town is growing faster than we can build new homes.

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.

Continue to improve our greenways and parks will encourage families to call Huntersville home. One issue in the area is the need for a juvenile correction facility. Continue to support our first responders is a top priority.

Electronic Signature Agreement

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- 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*

Chris Price

Signature Date*

6/6/2024

Print

Advisory Boards & Commissions Application - Submission #14462

Date Submitted: 5/21/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Board of Adjustment

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Jamie

Last Name*

Wideman

Street Address (must be in Huntersville)*

17008 Knoxwood Dr

Is this address in the ETJ?*



No



Yes

Email Address*

jamielwideman@gmail.com

Phone Number*

9807219981

Occupation

Human Resources Manager

Place of Employment

Peter-Lacke USA LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

I am part of the US leadership team for Peter-Lacke USA. I work in business planning, specifically personnel, and staff leadership. I work in conjunction with my colleagues in Germany, Mexico and China to establish and execute forward-thinking strategies that also keep the best interests of our employees in view. I am skilled at approaching projects and complications from a variety of perspectives, and problem-solving to find the best answer with the least negative impact for all.

Areas of Expertise, Interests and Skills

have worked in Human Resources and accounting for over 20 years. I am an NC native and understand the area, the changes that have taken place in the last several decades. My husband is a small business owner and wr are the parents to two teenagers, so I can understand the needs it different groups and how planning will impact a variety of demographics that make up our town.

Education

High School graduate. Some college. Currently enrolled at CPCC completing an AAS in Accounting

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

served as Charitable Events Manager (2 years) and Director of Human Resources (3 years) for The Mommies Network, a Charlotte-based national nonprofit. I have also served on the fundraising committee for Genesee County Humane Society (Michigan) and worked as an animal care volunteer and animal foster.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Personally, I would love to see the development slow down until the infrastructure is in place to support the growth. Note, I said slow down, not stop. I think the town needs to be more strategic in what development is allowed and what isnâ€™t. Housing is fine, but not high-end, high-density, unless the area can support it. We do a disservice to our residents by creating an environment where the small town feel is lost and replaced by it taking 45 to go 4 miles on Hwy 73.

What obstacles do you see to achieving this vision?

Our biggest obstacle is infrastructure and available land. While Huntersville was once a farming community, many of the large tracts have been developed. This has left smaller pockets of space, many surrounded by homes, which can create significant friction when commercial or HDR building is proposed. Development, especially without the infrastructure to support it, has a swift and reaching impact into the daily lives of residents. Balancing this is going to become more difficult as time progresses.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

As I mentioned above, I am not opposed to growth, but I believe in growth with a purpose. We need to listen to, and hear, the people who live here and why they love Huntersville. Those are the things we want to hang on to. I donâ€™t want to see our community become just another city that people canâ€™t wait to leave. â€œIf you build it, they will come.â€ That is very true. But what about the people who already live here? Are we doing whatâ€™s best for them?

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Jamie L Wideman

Signature Date*

5/21/2023

Board of Adjustment

10 Members Total
 10 Current
 4 Expiring
 0 Vacant
4 APPOINTMENTS NEEDED

CURRENT MEMBERS (10)

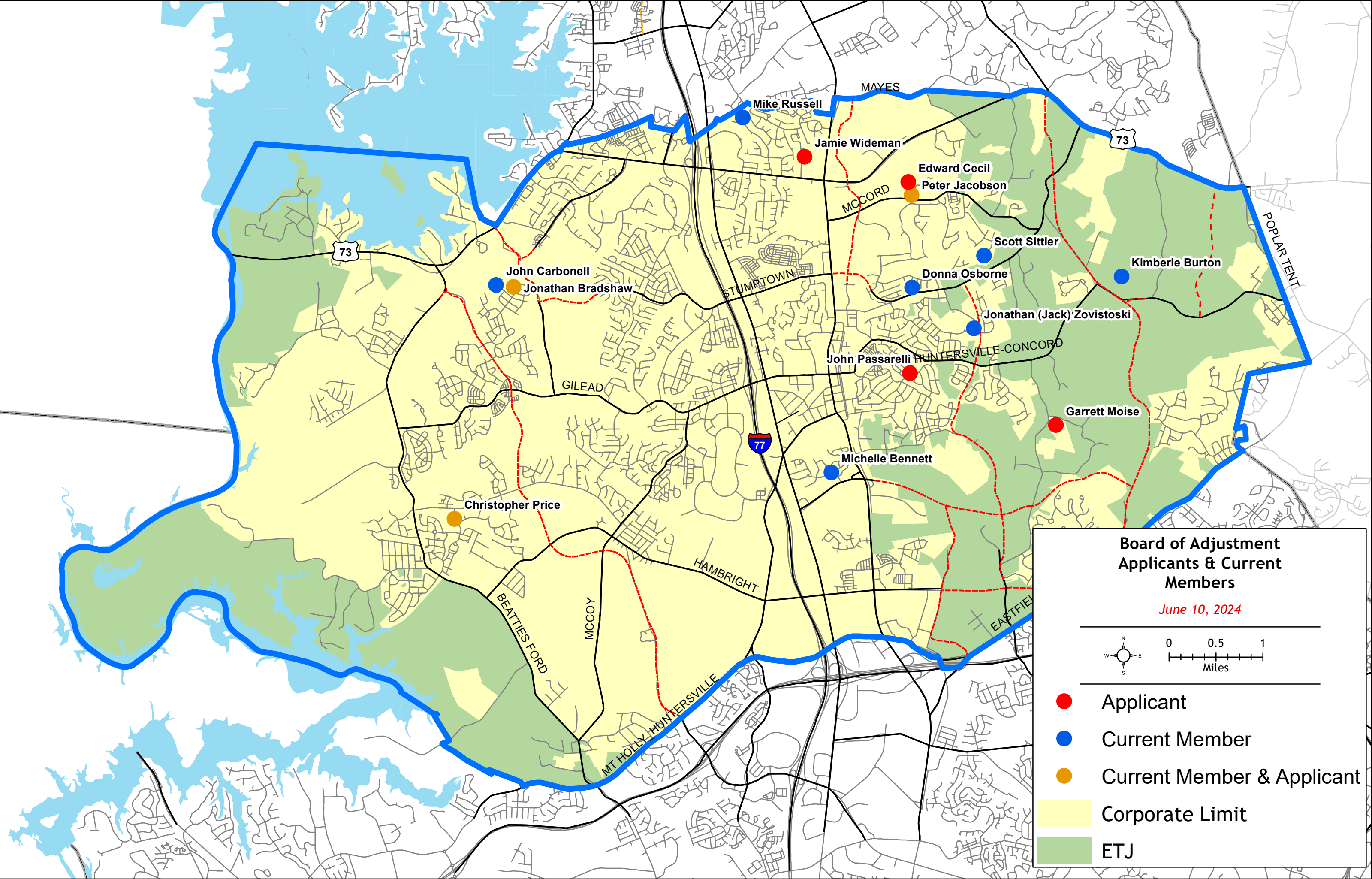
CURRENT MEMBERS (10)					Alternate Term Start			Regular Term Start			
Name	Seat	Position/Title	Term Exp & Years		Partial	Term 1	Term 2	Partial	Term 1	Term 2	Term 3
Bradshaw, Jonathan	Town Seat 1	Vice-Chair	* 6/30/2024	3		6/19/2017	6/15/2020		6/7/2021		
Jacobson, Peter	Town Seat 2	Chair	* 6/30/2024	3	10/1/2018	11/19/2018	6/3/2019		6/7/2021		
Bennett, Michelle	Town Seat 3		6/30/2025	3				6/7/2021	6/6/2022		
Price, Christopher	Town Seat 4		* 6/30/2024	3		6/6/2022		1/16/2024			
Russell, Mike	Town Seat 5		6/30/2026	3					6/20/2023		
Carbonell, John	Town Seat 6		6/30/2026	3		6/6/2022		1/16/2024			
Burton, Kimberle	ETJ Seat 1		* 6/30/2024	3					6/7/2021		
Zovistoski, Jonathan (Jack)	Alternate 1		6/30/2026	3					6/20/2023		
Sittler, Scott	Alternate 2		6/30/2025	3	1/16/2024						
Osborne, Donna	Alternate 3		6/30/2025	3	1/16/2024						

APPLICANTS (7)

Name	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Bradshaw, Jonathan	6/30/2024 - Board of Adjustment	5/23/2024	
Cecil, Edward	No	11/22/2023	5/23, 6/3 - sent emails
Jacobson, Peter	6/30/2024 - Board of Adjustment	6/4/2024	
Moise, Garrett	No	6/1/2024	Planning Board application also
Passarelli, John	No	4/21/2023	5/23/2024
Price, Christopher	6/30/2024 - Board of Adjustment	6/6/2024	Planning Board application also
Wideman, Jamie	No	5/21/2023	5/23/2024 Planning Board application also

* Term expires within 3 months

Monday, June 10, 2024



Board of Adjustment Applicants & Current Members

June 10, 2024

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Miles

Applicant

Current Member

Current Member & Applicant

Corporate Limit

ETJ

Path: M:\PLANNING\Arcview Projects\Planning Department Maps\Board Applicant Maps\BOA Applicants June 2024.mxd



Request for Board Action June 17, 2024

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Planning Board Appointments

EXPLAIN REQUEST:

The Planning Board is made up of 9 members.

We have received 29 applicants for the following 3 expiring seats (with new terms ending June 30, 2027):

- Frank Gammon - has served 2 full terms and is not eligible for an additional term
- Scott Hensley - has served 1 partial and 1 full term and is eligible for one additional term (and would like to be considered for reappointment)
- Jay Henson - has served 1 partial term and is eligible for two additional terms (and would like to be considered for reappointment)

ACTION RECOMMENDED:

Appoint members.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Planning Board - Summary
2. Planning Board - Map June 2024
3. Planning Board - Applications 20240614

Planning Board

9 Members Total
 9 Current
 3 Expiring
 0 Vacant
3 APPOINTMENT(S) NEEDED

CURRENT MEMBERS (9)

Name	Position/Title	Notes	Term Exp & Years		Regular Term Start		
					Partial	Term 1	Term 2
Sny, Jeff	Chair		6/30/2025	3	3/4/2019	6/3/2019	6/21/2022
Gammon, Frank	Vice-Chair		* 6/30/2024	3		7/16/2018	6/7/2021
Baber, Greg			6/30/2025	3		6/3/2019	6/21/2022
Boyd, Christopher			6/30/2026	3		6/15/2020	6/20/2023
Hallman, Lee			6/30/2026	3		6/20/2023	
Hensley, Scott	ETJ Member		* 6/30/2024	3	12/17/2018	6/7/2021	
Henson, Jay		replaced Davis, Jennifer	* 6/30/2024	3	2/21/2022		
Loomis, Trina			6/30/2025	3	11/15/2021	6/21/2022	
Wright, Jodi			6/30/2026	3	11/15/2021	6/20/2023	

APPLICANTS (29)

Name	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Acheampong, Patty	No	7/17/2023	6/4/2024
Buckley, Patrick	No	6/1/2023	6/2/2024
Chiesa, Tige	12/31/2024 - Parks and Recreation Commission	6/4/2023	5/23 - email sent
Clarke, Violet	No	7/27/2023	5/23 - email sent
Departhy, Kevin	No	2/20/2024	5/27/2024
Dunn, April	No	6/6/2024	
Dunn, Weslie	No	5/1/2023	5/23/2024
Ford, Courtney	No	6/1/2023	6/1/2024
Harris, Ralph Gray	No	5/20/2023	5/24/2024
Hart, Gerard	No	2/5/2024	5/23/2024
Hensley, Scott	6/30/2024 - Planning Board	5/23/2024	
Henson, Jay	6/30/2024 - Planning Board	5/30/2024	

* Term expires within 3 months

Monday, June 10, 2024

Planning Board

9 Members Total

9 Current

3 Expiring

#Type!

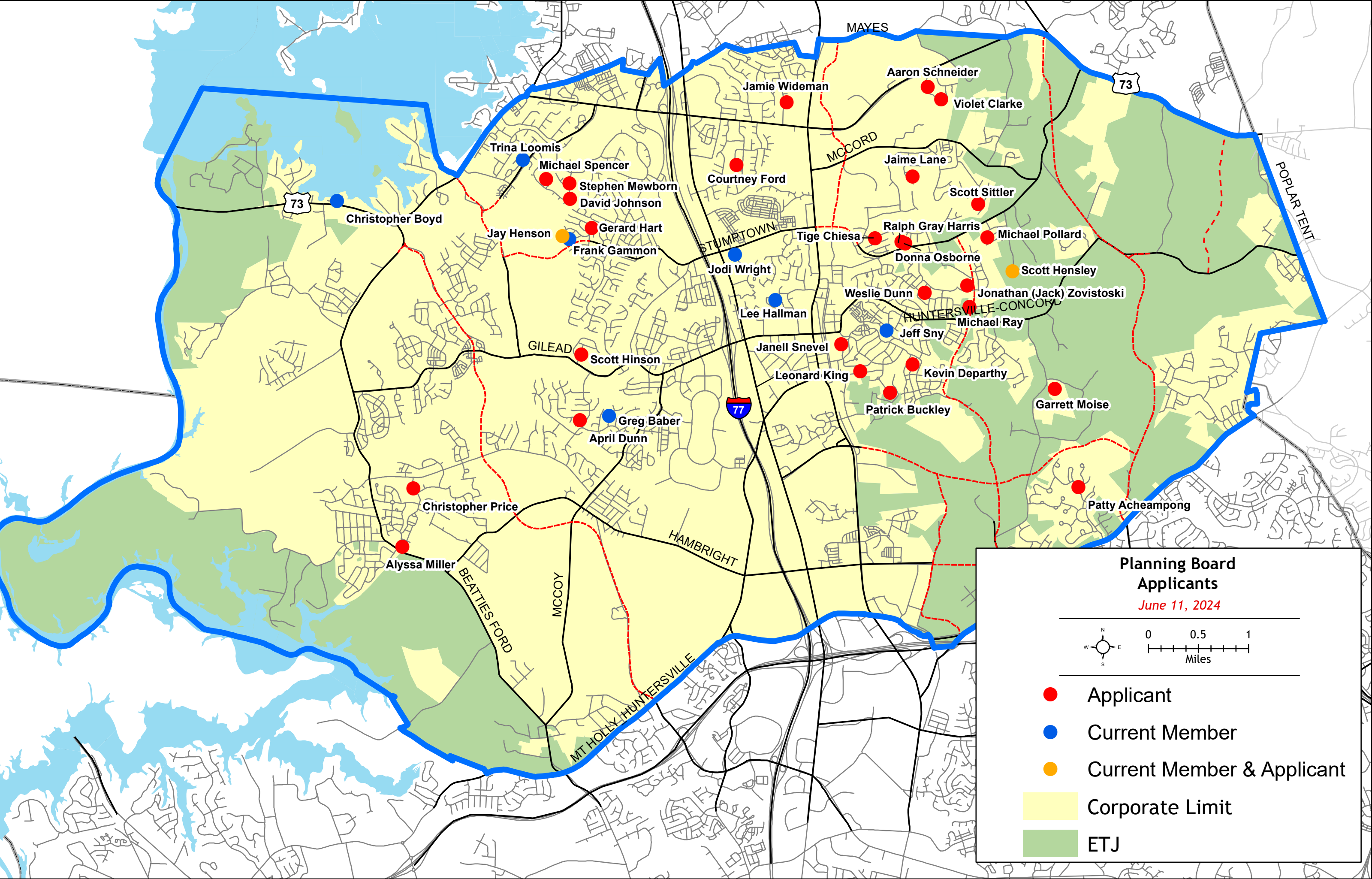
3 APPOINTMENT(S) NEEDED

APPLICANTS (29)

Name	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Hinson, Scott	No	4/28/2023	5/23/2024
Johnson, David	No	5/10/2023	5/24/2024
King, Leonard	12/31/2024 - Public Arts Commission	7/22/2023	5/15/2024 would resign from Public Arts
Lane, Jaime	No	5/30/2024	
Mewborn, Stephen	No	5/27/2023	5/24/2024
Miller, Alyssa	No	5/8/2024	
Moise, Garrett	No	6/1/2024	Board of Adjustment application also
Osborne, Donna	6/30/2025 - Board of Adjustment	5/7/2023	5/17/2024
Pollard, Michael	2/28/2026 - Huntersville Ordinances Advisory Board	5/15/2024	
Price, Christopher	6/30/2024 - Board of Adjustment	6/3/2024	would resign from Board of Adjustment
Ray, Michael	No	5/7/2023	5/23/2024
Schneider, Aaron	No	5/19/2023	5/23 - email sent
Sittler, Scott	6/30/2025 - Board of Adjustment	5/1/2023	5/15/2024 would resign from Board of Adjustment
Snevel, Janell	No	6/5/2023	5/23 - email sent
Spencer, Michael	No	2/28/2023	5/24/2024
Wideman, Jamie	No	5/3/2023	5/23/2024 Board of Adjustment application also
Zovistoski, Jonathan (Jack)	6/30/2026 - Board of Adjustment	5/4/2023	would resign from Board of Adjustment

* Term expires within 3 months

Monday, June 10, 2024



Planning Board Applicants

June 11, 2024

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Miles

Applicant

Current Member

Current Member & Applicant

Corporate Limit

ETJ

Path: M:\PLANNING\Arcview Projects\Planning Department Maps\Board Applicant Maps\Planning Board Applicants June 2024.mxd

Print

Advisory Boards & Commissions Application - Submission #14963

Date Submitted: 7/17/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Patty

Last Name*

Acheampong

Street Address (must be in Huntersville)*

6606 Calvert Commons Drive Huntersville NC
28078

Is this address in the ETJ?*



No



Yes

Email Address*

Patty@kpnadvisory.com

Phone Number*

704-607-4706

Occupation

CEO KPN Consulting Services

Place of Employment

KPN Consulting Services

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

20 hours

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

I work closing with the City of Charlotte Mayor's Office to organize local business networking events for small businesses. I have a strong expertise in HR and Change management. I currently support several local business as a trusted advisor.

Areas of Expertise, Interests and Skills

HR, Business Development, Certified Project Management Professional, Process improvement.
Organizational Management

Education

BA, MBA, and currently a DBA Candidate

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

I serve our the regional community outreach chair for COP USA. I organize annual homeless feeding outreach events where we packed food and goods for the homeless population in the community and in the uptown area.

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?

Community involvement! My vision for Huntersville is to see a strong shift and focus on giving back to the local small businesses that help shape this country. By bringing these local businesses together annually to educate, encourage and provide guidance through various community focused activities and also through coaching and connecting them to the resources available for them within the town of Huntersville will foster a strong unified community. And by such, these small business and starts-up will pour back into the community which will result in an over slow of enriched culture and growth across all scales. The world has shifted focused on self employment and to stay relevant with the changing times. Huntersville needs a 20/20 vision on how to connect to the change ahead to help build and establish strong foundation right here at home.

What obstacles do you see to achieving this vision?

The only obstacle is available resources! To engage these business owners and start-ups/entrepreneurs they need to see that Huntersville has the resources available to help them grow within the city. As these business grow...the city grows with them. The archive the loyal dependency.. we must provide tangible effective resources and tools that will truly equip and power the people in the community!

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Huntersville is a small community that seeks to improve the lives of every one here. I don't see any challenges, instead I see opportunities to lead the change that is coming. To prepare our community families and business to understand and buy into the forecasted change. To make our community members feel as though they are the change agents.. the ones driving the change.

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*

Patty Acheampong

Signature Date*

7/17/2023

Print

Advisory Boards & Commissions Application - Submission #14563

Date Submitted: 6/1/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Patrick

Last Name*

Buckley

Street Address (must be in Huntersville)*

11724 Banter Ln

Is this address in the ETJ?*



No



Yes

Email Address*

pcbuckley1215@gmail.com

Phone Number*

7043328184

Occupation

Project Manager

Place of Employment

Crowder Construction Company

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

Project Manger for a construction company. Experienced in all aspects of project management from budgets, forecasting, scheduling, planning, contract negotiation etc. Many years of experience working with DOTs to construct roads, bridges, and other infrastructure projects such as waste water plants and gravity sewer project.

Areas of Expertise, Interests and Skills

Heavy Civil construction and project management. Interested in construction, kids sports, local activities and family.

Education

Bachelors in Business from NC State

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

I am active in the community service my work is involved with, heart association and JDRF. I also headed up a "75 acts of kindness" through my job for our 75th anniversary where we as a company did 75 acts of kindness through out our communities. We did food drives, steam clean ups, book drives, Alexander youth network athletic gear donations.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I have a young family (son 8, daughter 5) and I want them to grow up and live in a stable community that has measured and thoughtful growth that gives our family opportunities to live in and participate in a community. I believe Huntersville will continue to be a area people want to move to and the housing and infrastructure need to be set-up to handle the influx of people.

What obstacles do you see to achieving this vision?

The town doesn't own or maintain a lot of our major roads that limit traffic flow throughout our community. Aligning the Town's vision with that of the major land owners and developers.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I think our community needs to be welcoming of change and new members of our community. But we also need to look out for the pockets of our town that have been in place since before our current growth and look to incorporate them into the planning and success of the Town's future. I also feel the schools are constantly an issue with over crowding and we need considerations from CMS with our schools and their future needs.

Electronic Signature Agreement

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1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Patrick Buckley

Signature Date*

6/1/2023

Print

Advisory Boards & Commissions Application - Submission #14591

Date Submitted: 6/4/2023

By submitting this application you agree to the following:

- 1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.**
- 2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.**

Which Advisory Board/Commission are you applying for?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Tige

Last Name*

Chiesa

Street Address (must be in Huntersville)*

12204 Kane Alexander Dr Huntersville NC 28078

Is this address in the ETJ?*

☒ No

☐ Yes

Email Address*

tjc7mgmt@gmail.com

Phone Number*

7045780974

Occupation

Senior Lead Business Execution Consultant

Place of Employment

Wells Fargo Bank, N. A.

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Parks and Recreational Commission - 2022 - 2024

Business and Civic Experience Related to this Advisory Board or Commission

- * Parks and Recreational Commission - 2022 - 2024
- * Northstone Homeowners Association Board - 2023 - 2026
- * Currently Co-Chair of Veterans Employee Resource Network - 2015 - Present
- * Charlotte Youth Hockey Association Board - 1995- 1999

Areas of Expertise, Interests and Skills

- * Analytic/Strategic Thinking
- * Community Engagement to critical to providing a safe environment for all
- * Improving community services
- * Participate in creating the solution
- * Participate in creating Strategic 2024 Plan with slow community growth
- * Mentoring veterans as they transition from military structure back to civilian life
- * Volunteering within the community to assist Non-Profit organizations

Education

BS in Finance
Huntersville 101 - completed in 1H23

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

- * Completed the Huntersville 101 sessions during 1H23
- * Currently a member of the Parks and Recreational Commission since 2022
- * Currently a member of the Northstone HOA since Feb '23 - 3 year term
- * HYAA Coach for 8 - 9 year this Spring of '23
- * Served as Commissioner of North Meck Babe Ruth League from 2017 - 2021
- * Charlotte Youth Hockey Association Board - 1995- 1999

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

- ☒ Yes
- ☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Create an atmosphere within the community that provides opportunities to walk/ride/run/socialize outside as these types of activities unite our community while improving wellness for all

- * Social interaction opportunities (small micro-breweries is an example)
- * Small business opportunities for all
- * Wellness opportunities for all
- * Leverage Co-Sponsorship opportunities
- * Leverage local/state grants to rebuild the infrastructure

What obstacles do you see to achieving this vision?

- * Education the Town of Huntersville community regarding the NC Charters requirements
- * Capital Expenditures limitations - steady growth
- * Maintaining the local communities heritages where possible
- * Collaborating with the Town of Huntersville Council members to ensure similar vision

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

- * Gathering community input and communicating the rationale for selecting specific solutions as not everyone will agree with the solution - transparent communication is critical
- * Continue leveraging Town meeting every other Monday - great interactions
- * Would love to leverage Historical funding process to obtain funds to remodel the businesses on Main Street

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Tige J Chiesa

Signature Date*

6/4/2023

Print

Advisory Boards & Commissions Application - Submission #15041

Date Submitted: 7/27/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Violet

Last Name*

Clarke

Street Address (must be in Huntersville)*

13423 Willow breeze lane

Is this address in the ETJ?*



No



Yes

Email Address*

Violet.clarke@gmail.com

Phone Number*

704-497-7695

Occupation

Real Estate Broker/Interior Designer

Place of Employment

Self employed

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

As much as is required.

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Real estate Broker in Lake Norman Area since 2011

Areas of Expertise, Interests and Skills

Real estate, home building, interior design, business degree

Education

Interior Design degree and Business Degree

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

Served on the HOA when I lived in Texas from 2001-2005

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?

Responsible development without destroying all natural resources and wildlife habitats. Taking current neighborhoods into consideration and getting public input about what the tax paying residents would like to see in the town.

What obstacles do you see to achieving this vision?

Lack of infrastructure and irresponsible and rampant overdevelopment which would immobilize the residents.

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.

Infrastructure and schools are the biggest obstacle because we have no control over them as the town board and need to consider that in everything we plan for the future. Also any historical features and buildings need to be preserved so we have some of our history left and not just replace everything with more development and concrete. I would like the residents to have a lot more say in the commercial developments and rezoning applications that are considered and developers held to higher standards and insist that they do the proper studies etc before any new projects are considered. Also why do the commissioners have the final vote on the projects and not the planning board?? That makes no sense to me that the commissioners can overrule the planning board decision as was the case with symphony park. Does the town really think that seniors are going to pay \$8000 per month in rent? There are already problems with that property and I really can't imagine it opening anytime soon and being something the town needs. Just my opinion. Please consider my application. I truly care about my town and its future and it would be an honor to serve. Thank you!

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Violet Clarke

Signature Date*

7/27/2023

Print

Advisory Boards & Commissions Application - Submission #17427

Date Submitted: 5/27/2024

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?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Kevin

Last Name*

Departhy

Street Address (must be in Huntersville)*

12426 Es Draper Drive

Is this address in the ETJ?*



No



Yes

Email Address*

kdeparthy@gmail.com

Phone Number*

4014746553

Occupation

Engineer

Place of Employment

ESi

Approx. hours you could dedicate to this Board/Commission (per month)*

20

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

None currently or in the past.

Business and Civic Experience related to this Advisory Board or Commission

Worked as a civil designer for the development of residential and commercial sites and have a strong understanding of land development ordinances, zoning concepts, development types, etc. Worked on nuclear plant design projects and have a good understanding of nuclear plants operations and disaster response. Recently completed the Huntersville 101 course.

Areas of Expertise, Interests and Skills

Strong organizational, interpersonal, and communication skills. I generally like people and enjoy collaboration and problem solving in team environments.

Education

B.S. Engineering, B.S. Physics, A.S. Engineering

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Board member of Christian Montessori School of Lake Norman (Huntersville), Eagle Scout, Young Generation Nuclear Chapter President

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Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I'm generally in agreement with the Huntersville 2040 plan priorities. Traffic, greenways and bikeways, maintaining high standards for architecture and developments, streetscape beautification, and protecting are vital watersheds are priorities to me. However, serving on a board means I have to put my personal priorities aside, although they tend to align with the 2040 plan.

What obstacles do you see to achieving this vision?

I believe growth comes with its set of challenges. One of those being maintaining high standards for architecture and development.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Traffic congestion is a major factor in the quality of life of Huntersville residents. It's the number one concern in several of the rankings in the Huntersville 2040 plan. As an engineer who has in the past helped design Huntersville's roadways, this is very high up if not my number one concern for the community. Conservation of regional waterways may also be threatened as the demand for land increases. Beautifications and maintaining the right mix of residential/commercial may also be challenged.

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Kevin Departhy

Signature Date*

5/27/2024

Print

Advisory Boards & Commissions Application - Submission #17508

Date Submitted: 6/6/2024

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?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

April

Last Name*

Dunn

Street Address (must be in Huntersville)*

12530 Pecan Hill Court, Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

aprilkdunn@yahoo.com

Phone Number*

864-567-9583

Occupation

Accountant

Place of Employment

Self-employed

Approx. hours you could dedicate to this Board/Commission (per month)*

20

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

n/a

Business and Civic Experience related to this Advisory Board or Commission

Served on Huntersville Public Art Commission 2018-2023, Served on Downtown Plan Steering Committee 2022, Huntersville 101 Graduate 2018

Areas of Expertise, Interests and Skills

Finance, Art History, Local and National Government

Education

BS in Accounting, CPA license

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Current board member of Cornelius Youth Orchestras (North Mecklenburg Non-Profit), Past board member of Catalyst Academy (Non-Profit), Volunteered with local Huntersville commissioner and mayoral campaigns, Page (High School) and Intern (College) for a US Senator

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?

Managed and intentional planning for growth is crucial as Huntersville accommodates new residents and businesses. We need to add the capacity with road improvements and development land before the demand. In my opinion, Huntersville is the gateway to the most desirable area of Mecklenburg county. I see the growth in this area as exciting! I'd like to continue to see the downtown developed into more of a destination for commercial activity. I'd like the existing Greenway expanded to include more access points to retail areas from neighborhoods. I'd also like to see more business parks designed like the Huntersville Business Park in other areas of Huntersville. Not only does this business park provide walking/biking paths for local residents, but it supplies local restaurants/retail with a large customer base.

What obstacles do you see to achieving this vision?

Existing landowners (limitations on supply of development land), NCDOT project delays (traffic), outspoken social media warriors (can easily sway public perception)

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.

This is a sensitive topic for a lot of people that are lifelong residents of Huntersville. I think that it is possible to grow and not lose your history. The agrarian society that once dominated Huntersville is a thing of the past, but that's not uncommon for a lot of small towns. I'm not sure we've fully embraced a new identity as a town. I do know that people want to live here. My family came here in 2012 on a two year assignment. We kept our home in Greenville, SC intending to move back after two years, but we fell in love with Huntersville and decided to settle here. When my parents retired in 2020, they moved here from Columbia, SC, after living there for 52 years. Almost everything I need is on these two exits off I-77 - Medical, Financial, Recreational, Religious, Community, Retail, and Restaurants. Huntersville has it all!

Electronic Signature Agreement

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Electronic Signature*

April Dunn

Signature Date*

6/6/2024

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Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Weslie

Last Name*

Dunn

Street Address (must be in Huntersville)*

15009 Parsons Ridge Ln

Is this address in the ETJ?*



No



Yes

Email Address*

Weslie.jarvis@gmail.com

Phone Number*

7047246930

Occupation

Administration Manager

Place of Employment

Peak Financial Group

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

5

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

Communications, Organizational skills, interested in city planning & development, thinking outside the box, creative solutions, budgeting, writing, data analysis

Education

Bachelors Degree Communications: Journalism

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

Various community service projects at my church

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☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Huntersville has the potential to be a destination small town, but it needs better infrastructure to mediate traffic, better restaurants, shops, & atmosphere could be improved. My vision is to make it like downtown Roswell Georgia. A quaint small town that has some of the best restaurants in the state. Street lined with beautiful landscaping & hanging lights. A place people can walk safely & come to for an enjoyable evening or weekend. Live music, classy, memorable. That's my vision for downtown Huntersville.

What obstacles do you see to achieving this vision?

None, I think this vision can be achieved with a little landscaping, curb appeal, & bringing in better restaurants.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

We need to keep the small town feel, but have a better atmosphere in the downtown. You do that with curb appeal & better businesses. You also improve roads & sidewalks for better accessibility to the downtown area. There are many neighborhoods within walking distance, these people just need a safe way to walk there.

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Electronic Signature*

Weslie Dunn

Signature Date*

5/1/2023

Print

Advisory Boards & Commissions Application - Submission #14567

Date Submitted: 6/1/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Courtney

Last Name*

Ford

Street Address (must be in Huntersville)*

9818 Vixen Lane, VIXEN LN

Is this address in the ETJ?*



No



Yes

Email Address*

fordc99@gmail.com

Phone Number*

7046224637

Occupation

General Manager

Place of Employment

NorthStone Country Club

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

25

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

Managed/Operated 1,250 member club for 12 years. Planned, built and operate several large amenities at the club over my 19 years of employment there. Successfully doubled the size of the business in less than 10 years.

Areas of Expertise, Interests and Skills

Management, Interpersonal skills, Fact based decision making, team building, visionary leader. Interests include the arts, sports & recreation, business development. 25-year resident that is passionate about planned growth. Skills-lead by example, active listener, build consensus. Skills-financial leadership, teaching, accountability, delegation/follow through, easily approachable.

Education

Graduate of Ferris State University-Marketing/Professional Golf Management. Quarter Century member of the PGA of America. Club Managers Association of America member.

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

Donate time to Habitat for Humanity, DUMC, Ada Jenkins. Host numerous charity events (NFL Shriners Hospital / Rally for a Cure among others) at Northstone to help raise money for local/national charities.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Tight, planned lower density/higher value growth with smart commercial projects that benefit the community without losing the small town feel of Huntersville. Factors: Infrastructure & Accessibility (water, sewer, power, roads). State transportation plans throughout Huntersville.

What obstacles do you see to achieving this vision?

Record interest in developing in Huntersville leading to rushed decisions on chasing tax dollars for improved amenities in the town.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Disjointed balance between residential and commercial development, particularly on major arteries like 115, 21, 73. More intentional planning. Questions regarding vision of development on east side of 115 and west side of 21. Elevate & improve downtown into a more friendly & inviting area. Great start to that so far but a long way to go. Huntersville has such a mix of residents, like rolling residents of Davidson, Cornelius and Denver all into one town. Would love to see a laid back, relaxing approach to downtown. Long term vision of what the area from 115 to 21 and south of town roundabout to north of town roundabout is going to look like.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Courtney W Ford

Signature Date*

6/1/2023

Print

Advisory Boards & Commissions Application - Submission #14454

Date Submitted: 5/20/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Ralph Gray

Last Name*

Harris, Jr.

Street Address (must be in Huntersville)*

12507 Ramah Church Road Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

gray@3dfxsolutions.com

Phone Number*

704-661-9916

Occupation

Residential Home / Architectural Designer

Place of Employment

3DFX Solutions, Inc.

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

10-20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

I have 27 years of experience in the architectural field. I have 13 years of experience in the commercial architecture field and have worked for LS3P Associates in Charlotte, Peterson Associates, Perigon Architecture and Engineering, and Fortune Architects. I've worked with site plan layouts for multiple commercial properties at each of these firms, with the largest project being a \$45 million dollar project for NorthEast Medical Center Emergency Department. Since 2009, I have worked on my own in the residential community in the Charlotte-Metro area, however I have also teamed up with a couple of my architect colleagues and taken on several commercial projects on my own.

Areas of Expertise, Interests and Skills

My areas of expertise are in the commercial and residential architectural fields. In my own business, I provide 3D designs and animations for clients to help them see their projects prior to any construction beginning. Since most people are not 3D inclined, the models and animations I provide help them see what they are going to be building. I try to handle every situation professionally and expect the same in return. I try to help people solve their problems with building and design, no matter how impossible it may seem to be to complete, but if it turned out to be impossible, then I try to break the news to them as delicately as I can.

Education

I went to Wake Forest University from 1992-1994 and then transferred to Forsyth Technical Community College where I received an Associate in Applied Science in Architecture in 1996. I also started a Network Administration Degree in 2004, but never finished it since I was already a network administrator at the firm where I worked.

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

My wife and I were members of the Healing Dragons teams where I was the team equipment manager for 10 years or so. They are a non-profit organization where most all members of the team are breast cancer survivors.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I'd like to see Huntersville grow and provide all their citizens the comforts of Charlotte, but not having to deal with the nightmare traffic of getting into Charlotte. However, that includes trying to vote leaders into office that will create an infrastructure that will provide all of the needs the town will require in order to grow into a better community.

What obstacles do you see to achieving this vision?

Politicians who have to answer to their fundraisers.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I don't think this question can be answered as "briefly". There are a number of issues that need to be addressed, and even more i need to research and investigate to help the community grow and become a better place to live. I want to join the board to better educate myself as well as fellow citizens as to what the vision of Huntersville will become in the next 10-15 years.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

R. Gray Harris, Jr.

Signature Date*

5/20/2023

Print

Advisory Boards & Commissions Application - Submission #16728

Date Submitted: 2/5/2024

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?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

GERARD

Last Name*

HART

Street Address (must be in Huntersville)*

8609 Glade Court

Is this address in the ETJ?*



No



Yes

Email Address*

ghartdunmore@yahoo.com

Phone Number*

5708782382

Occupation

Retired

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 n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

2000 served on committee to update and rewrite to Dunmore PA Zoning and Planning Ordinances. Elected Dunmore PA Controller 2002. Elected to Dunmore Council 2006.

Areas of Expertise, Interests and Skills

MBA Finance, 30 years in banking and financial system testing for 5MMM+ lives or accounts and into the 100MMM + \$\$\$ including director level management, implementations, conversions, security routines, data base administration, and other system related activities. Looking to impact growth with a controlled measured approach that balances business and residential development with environmental conservation and sustainability.

Education

Highest level MBA University of Scranton Graduate School of Business

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

See above

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?

A vibrant small sized city with a safe core district consisting of a park, key government and business establishments, and other residential areas as needed to serve as a magnet for popular recreational activities. The residential areas could be of mixed use of all higher density housing. The surrounding areas of huntersville

What obstacles do you see to achieving this vision?

Suburban spread, lack of middle-income housing opportunities, untargeted development of warehousing rather than other private sector development such as operations centers, data centers, and assembly manufacturing that provide local employment opportunities.

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.

existence of the small business district near current town hall that is populated by marginal businesses that offer little chance of expansion or enhancement. Further spread of the various operating departments away from the town center. Main streets that are in transition from residential to multi-unit housing or commercial activity. Incentives are needed to make sure the area is populated by attractive construction activity.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Gerard C. Hart

Signature Date*

2/5/2024

Print

Advisory Boards & Commissions Application - Submission #17414

Date Submitted: 5/23/2024

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?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Scott

Last Name*

Hensley

Street Address (must be in Huntersville)*

15133 Ewart Rd

Is this address in the ETJ?*



No



Yes

Email Address*

shensley@piedmontproperties.com

Phone Number*

7043751164

Occupation

Commercial Real Estate

Place of Employment

Piedmont Properties of the Carolinas, Inc.

Approx. hours you could dedicate to this Board/Commission (per month)*

15

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Huntersville Planning Board

Business and Civic Experience related to this Advisory Board or Commission

Current member of Huntersville Planning Board. Past President and Board Member for Charlotte Region Commercial Board of Realtors. Past Board Member of NC Chapter of CCIM.

Areas of Expertise, Interests and Skills

30+ years in commercial real estate focused on Charlotte region. Volunteer and leadership roles in numerous profession and volunteer organizations.

Education

BS - Marketing Virginia Tech

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Boy Scout Troop 19, Huntersville Presbyterian Church, CRCBR, NC CCIM, CORFAC International

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I have called Huntersville home for more than 25 years and want to make sure this is place I still want to call home in the next 25 years. Smart, balanced growth is important but will be difficult with the amount of pressure we have from developers.

What obstacles do you see to achieving this vision?

With a dwindling amount of land available, we need to be selective in the development we allow and encourage. It needs to be of high quality and add value to the current citizens of Huntersville.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

The increasing demand and interest from multi-family developers has been and will continue to be a challenge. As a community we need housing options to serve all residents but we must also insist on quality projects. We are fortunate to have a great planning staff who understands our challenges and is able to work with and direct prospective developers towards projects that add value to our community.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

A. Scott Hensley

Signature Date*

5/23/2024

Print

Advisory Boards & Commissions Application - Submission #17446

Date Submitted: 5/30/2024

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Jay

Last Name*

Henson

Street Address (must be in Huntersville)*

8926 Lizzie Ln

Is this address in the ETJ?*



No



Yes

Email Address*

jay@hensonfoley.com

Phone Number*

7045774561

Occupation

Landscape Architect

Place of Employment

HensonFoley (Now W&A Engineering)

Approx. hours you could dedicate to this Board/Commission (per month)*

12

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Planning Board Currently

Business and Civic Experience related to this Advisory Board or Commission

My professional experience for 36 years is in land planning, landscape architecture, zoning, and site engineering. I have studied and prepared site plans, rezoning plans, ordinance reviews and text amendments during my professional career.

Areas of Expertise, Interests and Skills

I am a registered landscape architect with specific experience in design, planning, master planning, site engineering, rezoning, ordinance advisory, and text amendments. I have also provided alternate ways of handling stormwater runoff by use of pervious pavers which allow a more economical land use, provide an aesthetically pleasing solution, and allow groundwater recharge at the source point. (as opposed to an ugly pond!)

Education

BS Landscape Architecture West Virginia University 1988

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Mayor's Task Force for Affordable Housing, Board Member with Angels and Sparrows, Planning Board Member, previous Huntersville Ordinance Advisory Board Member, previous Huntersville Board of Adjustments member, volunteer for planning and design services for Hope House.

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?

Continue to see positive/smart growth as defined on the EPA and other planning documents. Higher density in areas where infrastructure serves and has proximity to services such as grocery stores, parks, churches, greenways, commuter stations. I have participated in downtown development by purchasing, restoring and converting a 115 year old home into an office (121 Gilead). I have also purchased property in downtown Huntersville (Walk 23), provided design, engineering, and rezoning to allow a mixed use facility in an urban setting without infrastructure burden.

What obstacles do you see to achieving this vision?

NCDOT for Gilead Road, Purchasing land for regional stormwater facilities, open mind within the community on smart development, and obviously financial commitments from the Town and citizens.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

As a downtown advocate, Gilead Road design and improvements are a top concern. Not allowing it to be a major thoroughfare. Create a streetscape that is inviting, pedestrian friendly, on street parking-something to encourage economic development. Growth is here for a reason. We all love it and all need to embrace it. There are so many places that do not experience growth and have other issues to overcome.

Electronic Signature Agreement

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Electronic Signature*

Jay Henson

Signature Date*

5/30/2024

Print

Advisory Boards & Commissions Application - Submission #14214

Date Submitted: 4/28/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Scott

Last Name*

Hinson

Street Address (must be in Huntersville)*

9014 Golden Rock Lane

Is this address in the ETJ?*



No



Yes

Email Address*

schinson67@gmail.com

Phone Number*

704-661-6217

Occupation

Architect

Place of Employment

McMillan Pazdan Smith Architecture

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Zoning Board of Appeals - Rock Hill, SC Zoning Ordinance Rewrite Committee - Rock Hill, SC Mecklenburg County Tree Ordinance Committee

Areas of Expertise, Interests and Skills

Experienced architect, land planner, general contractor. Knowledgeable of building codes, zoning ordinances, site plans, construction documents

Education

Bachelor of Science - Design Clemson University

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

Graduate Leadership Charlotte - Class 42 Volunteer with Make A Wish Campaign Volunteer with American Red Cross Volunteer with Habitat for Humanity

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Huntersville is uniquely positioned in the main growth corridor of one of fastest growing regions in the country. My vision is to help create a 20-year plan for smart, sustainable and efficient zones for development that can promote pedestrian friendly design that will help minimize the impacts on traffic, utilities and infrastructure. As we celebrate our 150th Anniversary, it's important that we maintain the character of Huntersville but also look ahead to sustainable growth that provides for amenities, schools, jobs, recreation and living components.

What obstacles do you see to achieving this vision?

Lack of funding and community involvement. People don't become engaged in the process until some new development is proposed next door to them. All the communities around Charlotte are growing and the demand for better roads, utilities and support personnel aren't unique to Huntersville. We need to promote and attract corporate entities that can help shoulder the tax burden instead of focusing on residential expansion.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I would like to encourage community workshops for our citizens to engage in how they would like for their planning and zoning boards to evaluate future growth. Our community is going to continue to grow rapidly and with limited land available within the town limits, we need to ensure those future developments are vetted properly. Our current planning staff does an incredible job currently reviewing proposed projects within the constraints of our current guidelines. We may need to step back and evaluate those guidelines to accommodate for the existing and anticipated growth.

Electronic Signature Agreement

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Electronic Signature*

Scott Hinson

Signature Date*

4/28/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

David

Last Name*

Johnson

Street Address (must be in Huntersville)*

15746 Agincourt Drive

Is this address in the ETJ?*



No



Yes

Email Address*

davidejohnsonpe@gmail.com

Phone Number*

704-458-1309

Occupation

Retired

Place of Employment

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

20-30

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

NA

Business and Civic Experience Related to this Advisory Board or Commission

Professional Planner in NJ Professional Engineer in NC and VA City Engineer for the City of Mount Holly Have been in the real estate development industry for over 40 yrs

Areas of Expertise, Interests and Skills

Civil engineering, land planning, and ordinance writing/interpretation

Education

BS Civil Engineering

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

President of HOAâ€™s in Maryland and Florida President of Toms River NJ Little League Member of Shade Tree Commission - Ocean County NJ

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Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Growth will mesh suburban areas i.e. Huntersville into the Charlotte metro area even more than it is now. Growth patterns will strain transportation corridors and stress water/ sewer services and water quality impact on our waterways. In-fill, height limitations and redevelopment will shape the next 10-15 years in Huntersville.

What obstacles do you see to achieving this vision?

Revenue and the ability to say â€œnoâ€

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

It is time theNCDOT steps aside while the City works with applicants to pay their fair share for road and utility improvements.

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Electronic Signature*

David E Johnson

Signature Date*

5/10/2023

Print

Advisory Boards & Commissions Application - Submission #14999

Date Submitted: 7/22/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Leonard

Last Name*

King III

Street Address (must be in Huntersville)*

301 dellwood dr

Is this address in the ETJ?*



No



Yes

Email Address*

Leonardking3@yahoo.com

Phone Number*

9802807389

Occupation

Senior Project Manager

Place of Employment

Spectrum

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

40

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

I'm a Charlotte Rotarian, I'm a board member for Pottstown heritage group and member of the Charlotte Chamber young professionals.

Business and Civic Experience Related to this Advisory Board or Commission

My expertise within Project management as well as years on the planning board in New York.

Areas of Expertise, Interests and Skills

I'm a natural leader in which I have many years and expertise Project Management, Urban planning and community leadership.

Education

Bachelors degree in Business administration from Johnson wales university. Project manager certification from Duke University and an associate degree in arts from Mitchell Community college.

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

Volunteer Police for CMPD. Board member for Pottstown heritage committee. Missionary board for St. Phillip Missionary Baptist Church Huntersville NC.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

As a Huntersville Native 6th generation. I'm excited about all of new growth and development and direction that Huntersville is going. I plan to use my expertise to continue to help it move forward.

What obstacles do you see to achieving this vision?

I see no obstacles when it comes to achieving this vision because I'm a firm believer in perseverance.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I don't see any problems or issue all I see is prosperity and growth that is awesome for my hometown of Huntersville NC.

Electronic Signature Agreement

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Electronic Signature*

Leonard King III

Signature Date*

7/22/2023

Print

Advisory Boards & Commissions Application - Submission #17444

Date Submitted: 5/30/2024

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Jaime

Last Name*

Lane

Street Address (must be in Huntersville)*

12617 Framfield Court

Is this address in the ETJ?*



No



Yes

Email Address*

lane@lnedc.com

Phone Number*

7042247830

Occupation

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 n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

Lake Norman Economic Development, Community engagement and impact, development, infrastructure and community needs, Work closely with CMS, Mecklenburg County Commissioners and the Mecklenburg County EDC, Rotary, LKN Chamber, NCEDA, EDPNC,

Areas of Expertise, Interests and Skills

Public Speaker/ MC, organizer and leader of large events and seminars, Senior Community ambassador, Nonprofit Leader, Lake Norman Economic Development, Visionary, Creative thinker and designer, Event Planner, and more.

Education

UNCC and Meredith College, GA Tech Economic Development Certification, CPCC Continuing Ed, Real Estate education

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

President of Seasons of Giving Lake Norman, Advisory Board for Cornelius Youth Orchestra, Advisory Board Piedmont Federal Bank, Rotary of Lake Norman, Leadership LKN, Executive Women of Lake Norman, WINS, LKN Chamber active member, FEMA certified, Active volunteer and partners with Ada Jenkins, Angels and Sparrows, Hands to Heart, and Vision and Executor of "Connecting our Communities" Nonprofit event for LNE

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

In 15 years, I see Huntersville becoming a walkable haven with accessible sidewalks, charming shops in restored buildings with cafe seating spilling outside, and green spaces strategically placed throughout. Sustainable growth is key, with new construction blending seamlessly and green initiatives taking root. Community focus, economic vibrancy, and embracing technology will shape this transformation. Huntersville will be a destination with our charming, inclusive, walkable town – a true gem.

What obstacles do you see to achieving this vision?

Creating wider sidewalks with outdoor dining requires collaboration between developers, designers, and the town, along with convincing property owners. Restoring historic buildings hinges on owner cooperation, demanding creative solutions. Funding green spaces is possible, but finding suitable locations within the existing town might be tricky. Sustainable new construction needs collaboration to navigate zoning, design, and budget hurdles. There also has to be collaboration among all stakeholders.

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.

Potential Problems: Loss of Charm: Uncontrolled development could threaten Huntersville's small-town feel. New construction should seamlessly blend with existing architecture. Increased traffic congestion can strain infrastructure. Prioritizing walkable design and exploring alternative transportation options might be necessary. Rapid growth can stress schools, parks, and other public services. Careful planning and responsible development are crucial. I have many visions for this town that I have called home for over 20 years. I envision green building initiatives and energy-efficient infrastructure can ensure responsible growth. Creating vibrant town centers with walkable streets, green spaces, and local businesses would foster a strong sense of community. I see restoring historic buildings and incorporating them into the town's character would be an economic and community value to our growing small town

Electronic Signature Agreement

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Electronic Signature*

Jaime Lane

Signature Date*

5/30/2024

Print

Advisory Boards & Commissions Application - Submission #14524

Date Submitted: 5/27/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Stephen

Last Name*

Mewborn

Street Address (must be in Huntersville)*

15822 Stonemont Road

Is this address in the ETJ?*



No



Yes

Email Address*

smewborn@pfes.com

Phone Number*

8323891509

Occupation

BD Director, Power Plant Consulting

Place of Employment

PFES

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

15

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

Energy Industry, Renewable Energy, greenways and bikeways, urban transit studies (Charlotte, Atlanta)

Education

BS, Mechanical Engineering (Georgia Tech, 2002)

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

Hinds Feet Farm; Make-a-Wish

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I honestly would love to see Huntersville continue developing and growing in accordance to the 2040 plan with as few changes as possible. That plan was VERY well thought out and I agree with exactly how the current areas of Huntersville are tagged. More people will continue to want to move here, which is fine, and I think we just have to be smart and patient with how we control and confine our growth.

What obstacles do you see to achieving this vision?

Developers and the constant desire for more people to move here (ie, without any constraints (like the 2040 plan), we would quickly outgrow our feasible capacity to adequately support such numbers.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I see many parallels between Huntersville-2023 and the northern suburbs of Atlanta in 1998 and 2003. Both areas do not have access to light rail (MARTA stopped growing past Dunwoody), both areas have a large population of people commuting into the city center but have the most traffic problems due to the location and amount of housing and retail that were built before roadways were revised for increased capacity. Some of these towns embraced rapid development and growth, and suffered. Some towns put more guard-rails around the process which resulted in better results in the long term (8-10+ years), albeit at the cost of a slower rate of increase to the tax base rate. The latter is what Huntersville should aim for. Additionally, Huntersville can easily move forward under the assumption that NorfolkSouthern will never allow the light rail to come this far north - and if somehow we break the logjam in Raleigh to get both sides to allow for it, then the revisions required to our plan would only be minimal. Win-win.

Electronic Signature Agreement

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- 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*

Stephen E. Mewborn

Signature Date*

5/27/2023

Print

Advisory Boards & Commissions Application - Submission #17332

Date Submitted: 5/8/2024

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?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Alyssa

Last Name*

Miller

Street Address (must be in Huntersville)*

11733 Windy Mist Way

Is this address in the ETJ?*



No



Yes

Email Address*

alyssamil26@gmail.com

Phone Number*

402-660-5809

Occupation

Senior Analyst

Place of Employment

Berkshire Hathaway/National Indemnity Company

Approx. hours you could dedicate to this Board/Commission (per month)*

10

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

DEIB Chair for the Omaha Chapter of the Junior League and Strategic planning for system launches for BHHC/NICO

Areas of Expertise, Interests and Skills

Communication and Project Management

Education

Bachelor's degree of biology from UNL Currently an MBA Student at UNO online

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

We just moved to Huntersville in March and I'm looking to get involved

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I'm looking to better understand Huntersville and get to know the city. I'd like to take some time to listen to the goals of committee and how I can best assist. I enjoy the natural spaces, recycle initiatives, and community events of Huntersville and those are elements I'd like to help preserve.

What obstacles do you see to achieving this vision?

I'm new to the area and will need to learn more.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I imagine having infrastructure to accommodate the rapid growth is one of the biggest concerns. I'd like to be a part of planning for changes to accommodate the population growth while still preserving the culture and community of Huntersville.

Electronic Signature Agreement

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2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Alyssa Miller

Signature Date*

5/8/2024

Print

Advisory Boards & Commissions Application - Submission #17468

Date Submitted: 6/1/2024

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?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Garrett

Last Name*

Moise

Street Address (must be in Huntersville)*

12036 Rowan Hill Drive, Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

garrett.moise@gmail.com

Phone Number*

5053531233

Occupation

VP - Due Diligence

Place of Employment

Essential Housing Company

Approx. hours you could dedicate to this Board/Commission (per month)*

15

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

I was appointed to City of Charlotte Board of Zoning Adjustment earlier this year, but could not serve as we moved to Huntersville.

Business and Civic Experience related to this Advisory Board or Commission

I have a diverse background in planning and development, having served as a city planner in Oviedo, FL, a suburb of Orlando, and as a regional planner overseeing a four-county area in southern South Carolina near Beaufort. Currently, I work for a private equity firm, where I specialize in underwriting land positions, although none of our properties are located in Huntersville.

Areas of Expertise, Interests and Skills

I bring expertise and work experience in city planning, regional planning, land development, land acquisition, environmental mitigation, homebuilding, and underwriting/feasibility analysis. I have a strong interest in land policy and am an active member of the Lincoln Institute of Land Policy and the Urban Land Institute.

Education

Bachelor of Arts in Geography with emphasis on Land Use Management from the University of New Mexico
Master of Business Administration from Rollins College

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

I was appointed to City of Charlotte Board of Zoning Adjustment earlier this year, but could not serve as we moved to Huntersville. I previously served as a member of HomeAid Orlando, a real estate focused nonprofit serving families and businesses in need, on their Housing Development Committee that built or rehabbed homes and commercial spaces for the betterment of the community. I also served as mentor to high school youth through a program that helped them obtain free tuition to universities in Florida.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for Huntersville, NC, over the next 10 to 15 years is to build upon its already safe and vibrant character, further enhancing it as a premier community for families. This vision involves continuing to develop well-planned neighborhoods, expanding accessible green spaces, and increasing diverse recreational opportunities. Key factors that will shape our growth include sustainable development practices, continued investment in education and public safety, and the enhancement of local infrastructure to support a growing population. By prioritizing smart growth strategies, promoting local businesses, and ensuring that all residents have access to quality services and amenities, Huntersville can continue to thrive as a family-friendly town where everyone feels welcome and secure.

What obstacles do you see to achieving this vision?

Achieving this vision for Huntersville, NC, may face several obstacles. One major challenge is managing rapid population growth while maintaining the town's charm and community spirit. This requires careful planning to avoid overdevelopment and ensure infrastructure keeps pace with demand. Another obstacle is securing adequate funding for essential projects, such as improving schools, expanding public safety services, and developing recreational facilities. Additionally, balancing the interests of various stakeholders, including residents, businesses, and developers, can be complex and may lead to conflicting priorities. Addressing environmental concerns and ensuring sustainable development practices will also be crucial to preserving the natural beauty and resources of the area. By proactively addressing these challenges through strategic planning and community engagement, Huntersville can successfully navigate these obstacles and realize its vision for the future.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

With rapid development occurring in Huntersville and the surrounding area, several issues need attention to maintain the community's character and ensure balanced growth. One significant problem is the risk of overdevelopment, which can lead to traffic congestion, strain on infrastructure, and loss of green spaces. To address this, I would advocate for more stringent zoning regulations and smarter urban planning to preserve the town's charm and environmental integrity. Another concern is ensuring that the growth benefits all residents, including maintaining affordable housing options and preventing socioeconomic disparities. On a positive note, Huntersville's commitment to maintaining a family-friendly environment and investing in community amenities is highly appropriate and should be continued. By focusing on sustainable development, enhancing public transportation, and promoting local businesses, we can guide Huntersville's growth in a way that preserves its unique character while accommodating new residents and opportunities.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Garrett Moise

Signature Date*

6/1/2024

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?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Donna

Last Name*

Osborne

Street Address (must be in Huntersville)*

12445 Ramah Church Road

Is this address in the ETJ?*



No



Yes

Email Address*

Ozmo1@bellsouth.net

Phone Number*

704-775-6018

Occupation

Retired

Place of Employment

Bank of America, DMO Consulting LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

32 hours

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Crofton Meadows HOA, Crofton building committee

Areas of Expertise, Interests and Skills

Building moratoriums, infrastructure needs

Education

Masters in Finance

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

Huntersville Lions Club, St. Marks Episcopal Church Treasurer and Vestry Member

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Planned growth in infrastructure, business and housing.

What obstacles do you see to achieving this vision?

Infrastructure. Growing to fast.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Targeted growth.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Donna M Osborne

Signature Date*

5/7/2023

Print

Advisory Boards & Commissions Application - Submission #17377

Date Submitted: 5/15/2024

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?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Michael

Last Name*

Pollard

Street Address (must be in Huntersville)*

13024 Hindcross Drive

Is this address in the ETJ?*



No



Yes

Email Address*

mppollard1@gmail.com

Phone Number*

2033221010

Occupation

Retired

Place of Employment

NA

Approx. hours you could dedicate to this Board/Commission (per month)*

28 (more if necessary)

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

HOAB CCBAC

Business and Civic Experience related to this Advisory Board or Commission

Chief of Staff, City of Stamford (pop. 135000) Board of Regents for Higher Education State of Connecticut Member of Western CT Council of Governments (West COG)- A Regional Planning Agency Board Member Downtown Services District Stamford CT- A Business Improvement District Board Member Mill River Park Collaborative (Nationally Recognized) Chairman of Board of Finance City of Stamford Member of Transit Oriented Development (TOD) National Work Group - Sponsored by FTA

Areas of Expertise, Interests and Skills

As a Chief of Staff for eight years and former process improvement specialist for 10 years, I amassed a broad range of skills and knowledge. Those most relevant to the planning board include: Strategic planning Business case analysis Urban planning evaluation Process reengineering and redesign Project management and plan optimization Problem resolution, crisis management Community and citizen services In the communities I have lived in, I have always invested my time, talents, and treasures to help make them better. I have a long history with a broad range of agencies and organizations where I have served over the decades.

Education

Tennessee State University, BS Accounting New York Theological Seminary, Masters of Divinity

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Citizen Capital Budget Advisory Board (CCBAC) – The county commissioners have determined that CCBAC should be used more strategically, so they have directed us to revamp our charter, which they subsequently accepted. During this process, I provided recommendations that were included in the final draft charter. I have made similar contributions in the operational aspects of the board where most recently I reviewed and evaluated the budget presentations of the Counties Libraries and Piedmont Community College. The evaluation provided a perspective that allowed the commissioners to be better informed and understand more fully the value of the department's budget request. HOAB – While the recent change in the purview of the board is still being digested, before the change I brought to the attention of the board, community issues that had not been addressed adequately (blight and street stubs). These are examples of community-minded focus on quality of life issues in our town. Having served and led other municipal boards, I appreciate and respect the process and patience often needed when deliberating critically important matters. Huntersville 101 Class – Everyone should attend this class. It provides the insights one needs to more fully understand the operations of our town government. As a result of this class, I was motivated to join HOAB and CCBAC

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Huntersville has amazing beauty brought about through its diverse community settings, which stems from decades of community foresight and planning. I believe even better days are ahead for our town but we cannot lose sight of our history nor fail to see future opportunities. For us to continue to succeed, I/we must respect, preserve and build on to our past. To do that we must recognize and embrace our community values and not ignore the reality of the rapidly changing region we are in while remaining citizen-focused. With that said, my vision is to see our comprehensive plan fulfilled and, as necessary, to make changes consistent with the needs and desires of our town. Most important we must always offer outstanding quality of life for all generations who live in our town.

What obstacles do you see to achieving this vision?

Resouces (financial and human capital), Statutory Authority of the town, and community collaboration.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

One of the most significant drawbacks to the Charlotte region and Huntersville is our low community walkability score, limited mass transit and pedestrian unfriendly roadways. If we are thinking of future generations we must address these issues. Its not necessary to make massive overhauls but we must be more conscious of these items in our current project plans. Also, transportation planning and coordination with state is critical to avoid creating bottlenecks in traffic too far ahead of a planned resolution. Finally, we must not lose sight of providing and attractive environment for economic growth by enhancing economic diversification by championing a robust and diversified economy as reflected in our town planning.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Michael Pollard

Signature Date*

5/15/2024

Print

Advisory Boards & Commissions Application - Submission #17484

Date Submitted: 6/3/2024

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?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Chris

Last Name*

Price

Street Address (must be in Huntersville)*

8310 Misty Lilac Dr

Is this address in the ETJ?*



No



Yes

Email Address*

cprice8889@gmail.com

Phone Number*

704-619-8889

Occupation

Business Loan Analyst

Place of Employment

Wells Fargo Bank NA

Approx. hours you could dedicate to this Board/Commission (per month)*

8

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Board of Adjustments term ending 6/2024

Business and Civic Experience related to this Advisory Board or Commission

Consumer and Commerical Banking. Customer Relations. Automobile Mecklenburg Tax Board. Tau Kappa Epsilon Fraternity, Tanners Creek HOA-VP , Non Profit chairperson- Treasurer

Areas of Expertise, Interests and Skills

Banking

Education

Western Carolina University -Communications

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Planning Board, Board of Adjustments, Meck Tax Board, Community HOA

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision is to see light rail, improved roads, juvenile correction facility, Huntersville's own 911 contact center

What obstacles do you see to achieving this vision?

Funding will always be an obstacle. Our population growing faster than roads can be constructed.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Would like to see Huntersville remain smalltown. However, the rapid changes and influx of new residence leaves our area filled with many who could bring their experiences to our town and make a difference. We may need additional Huntersville 101s. Hopefully we might see additional community service organizations established in the area. This could bring concerts, small business and events to bring locals together.

Electronic Signature Agreement

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Electronic Signature*

Chris Price

Signature Date*

6/3/2024

By submitting this application you agree to the following:

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Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Michael

Last Name*

Ray

Street Address (must be in Huntersville)*

14309 Moringate St Huntersville NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

Mray783@gmail.com

Phone Number*

7472011245

Occupation

Regional Director

Place of Employment

Chipotle Mexican Grill

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

N/A

Areas of Expertise, Interests and Skills

Business, Leadership and Human Resources development.

Education

MBA in Organizational Leadership, BS in Justice Studies

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

I am actively involved with multiple local charities, and I also serve as a leader at both Halton and LNC, which are located in Huntersville. Additionally, I am a partner of a local church in Huntersville. These roles allow me to contribute to the betterment of my community in various meaningful ways.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for Huntersville is to embody the dynamic and diverse community it represents, where world-class businesses thrive. I envision a Huntersville that continues to grow but does so in a measured and appropriate manner, avoiding overdevelopment and inadequate resources. Achieving balance is the essence of good planning: fostering economic growth while practicing sustainability, providing diverse housing options, and developing proper infrastructure to support the community's needs.

What obstacles do you see to achieving this vision?

Patience is key. Growth is a gradual process, and rushing to expand can outstrip a community's ability to keep pace with infrastructure development. Furthermore, external market forces can have a profound and enduring impact on both the national and local economies. Failing to prepare for these inevitable downturns may result in unfinished projects and create significant long-term problems.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Growth can be a double-edged sword, both a blessing and a curse. If it fails to align with the community's needs and values, Huntersville risks becoming an urban hellscape of nondescript strip malls, overcrowding, and high-density housing without adequate pedestrian and vehicle infrastructure. Preserving natural areas is just as crucial to ensure that growth does not devastate the breathtaking natural beauty of our town. Proper planning is essential for Huntersville to fulfill its potential as a thriving community while retaining its unique character and charm.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Michael Ray

Signature Date*

6/26/2023

Print

Advisory Boards & Commissions Application - Submission #14441

Date Submitted: 5/19/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Aaron

Last Name*

Schneider

Street Address (must be in Huntersville)*

13215 Willow Breeze Lane

Is this address in the ETJ?*



No



Yes

Email Address*

aaronalan86@gmail.com

Phone Number*

2622464320

Occupation

Construction Manager

Place of Employment

Holder Construction

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

10-15

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

10+ years in Mega-project commercial construction including experience with permitting, code enforcement, and working with various County and City of Charlotte departments and agencies. I'll also note that I've lived in 10 states and in or near 15 cities from the East Coast to the Midwest and have experienced both well and poorly planned towns/cities.

Areas of Expertise, Interests and Skills

Commerical building and design with knowledge of transportation and utilities. Skilled at reading and understanding Design Documents along with understanding and anticipating public impacts both during and after construction of large projects.

Education

Bachelor of Construction Engineering and Management from Marquette University.

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

I haven't taken any opportunities for community service in Huntersville as most of my service has been in the City of Charlotte, including volunteering at Habitat for Humanity and clean up drives along Greenways and at Parks. Manage and participate in Food and Toy Drives at work. In years past, I've volunteered for Big Brothers and Big Sisters, served many hours in a local food pantry and worked for a non-profit vocational rehabilitation center.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for a future Huntersville would be a balanced destination town where people from the surrounding areas will want to come to enjoy food, entertainment, recreation but not to the detriment of families wanting a safe and quiet town to live with their families and children. Through proper planning, I also see Huntersville being a leader for the entire Lake Norman area and to help and strengthen our neighbor towns in order to elevate the entire region.

What obstacles do you see to achieving this vision?

The biggest obstacle I see involves transportation and mobility both within Huntersville and the entire Lake Norman Area. If we want to be a destination for people throughout the area, getting in, out, and around must be safe and convenient. If people are to be happy living here, they must be able to easily travel to all the places they enjoy. We can always build more things, like schools, police and fire stations, retail, and entertainment, but it's all for nothing if people can't travel around.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I really like the direction Huntersville is heading and am really proud to live here. I just wish there were more 4 lane arterial roads.

Electronic Signature Agreement

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2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Aaron Schneider

Signature Date*

5/19/2023

Print

Advisory Boards & Commissions Application - Submission #14251

Date Submitted: 5/1/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board 

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Scott

Last Name*

Sittler

Street Address (must be in Huntersville)*

15829 Lavenham Road

Is this address in the ETJ?*



No



Yes

Email Address*

scottsittler@gmail.com

Phone Number*

7049076876

Occupation

Sr Marketing Manager

Place of Employment

Carry-On Trailer

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

In my professional career I've held various positions that involved learning, understanding, and communicating with a variety of audiences, a number of diverse topics. These skills would be especially useful in developing understanding and cooperation across diverse groups.

Education

Bachelor's degree, Bowling Green State University, Bowling Green OH 1991 Mini MBA in Marketing, 2021

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

Service in various programs at Christ Community Church.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Huntersville may already be past a tipping point for growth that will occur over the next decade, an equally important question will be how the town handles what's been proposed and approved. Not only are we responsible for guiding the process but ensuring the work is completed as promised, and on time.

What obstacles do you see to achieving this vision?

I'm not aware of all but infrastructure challenges could also spawn relational challenges with state and neighboring towns.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Huntersville may have been a suburban area when I moved here in 1999 but today I would more likely call it a city. But the town still has some control of how that city looks, feels, and behaves. Not having been involved with enough of the "problems" directly, I can't appropriately say how I would change things. But I do have time to donate, skills to share, and a willingness to work and continue to make Huntersville a preferred location for raising a family - as I've done.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Scott Sittler

Signature Date*

5/1/2023

Print

Advisory Boards & Commissions Application - Submission #14604

Date Submitted: 6/5/2023

By submitting this application you agree to the following:

- 1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.**
- 2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.**

Which Advisory Board/Commission are you applying for?*

Planning Board ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Janell

Last Name*

Snevel

Street Address (must be in Huntersville)*

14137 Garden District Row

Is this address in the ETJ?*

☒ No

☐ Yes

Email Address*

janell@candorandcorealty.com

Phone Number*

7046611146

Occupation

Real Estate Broker

Place of Employment

Candor & Co. Realty

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

8

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Real estate broker.

Areas of Expertise, Interests and Skills

Selling real estate. Knowing what people in Huntersville are looking for/ wanting/ needing to improve their way of life. I grew up in Cornelius and live in Huntersville so I would LOVE to be a "unicorn's" perspective for the group and be a fresh set of eyes and ears.

Education

Associates degree in Applied Science in Air Traffic Control.

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

Serving at Grace Covenant Church.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☐ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I would like to see downtown Huntersville continue to develop more for dining and shopping. I would like to see Lagoona Bay zoning get approved and help push development activity east of Old Statesville.

What obstacles do you see to achieving this vision?

Public support/ pushback is probably the biggest obstacle and then road widening.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I've actually been really happy with the progress we've had lately! I would like to see Gilead, East of 77, widened and some of the old homes to get occupied/ renovated/ torn down for development for new business. With Birkdale, I would like to see more parking. It would be nice for the Huntersville Square Shopping Mall and the shopping Center across the street next to Aldi to have a facelift. They are really showing their age. Not sure if that's anything the Planning Board can suggest.

Electronic Signature Agreement

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- 3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Janell Snevel

Signature Date*

6/5/2023

Print

Planning Board Application - Submission #13677

Date Submitted: 2/28/2023

Notification for Service for the Town of Huntersville Planning Board

Name

Michael Spencer, AIA

Home Phone

704-261-5733

Home Address

15836 BURLINGAME DRIVE, Huntersville, NC 28078

Cell Phone

704-261-5733

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

Not sure

Present Occupation

Architect

Work Phone

704-261-5733

Place of Employment

Little Diversified Architectural Consulting

Email Address

mm.spencer@outlook.com

Approximate Hours Available Per Month for Serving on Advisory Board

20-24

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

None

Include Expiration Date

Education

Masters of Architecture, University of California Berkeley 2000 Bachelors of Science in Architecture, Kent State University 1998

Business and Civic Experience

I am a licensed architect with 23 years of experience in architectural design and commercial real estate. I am a leader, a collaborator, and problem solver. I have taught architecture as an adjunct professor at UNC Charlotte. I currently have been serving on the Birkdale (golf side) architectural review committee ARC for the past 3 years.

Areas of Expertise and Interests / Skills

Design, planning, code compliance, human experience, project management, negotiation, forming opinions and report, consensus building, public speaking, understanding how to talk with developers and home owners about projects.

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

Date

Michael Spencer, AIA

2/28/2023

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

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

Currently serving on the Architectural Review Committee ARC for the Birkdale (golf side) neighborhood for the past 3-years. Have previously served as an adjunct professor or architecture at UNCC. Regular volunteer for various mentorship programs in the design and construction industry.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Being the first town immediately to the north of the 15th largest city in the U.S., Huntersville is going to continue to be a hot market for development and investment for years to come. Our town has already grown from a town into a small city. We should continue to promote dense pedestrian-oriented development in parts of the town where that type of use makes the most sense. Urbanization of certain areas should not diminish the neighborhood feel of a small town where many of our homes are located. Industrial development should be encouraged in certain areas as it brings jobs, but care should be taken to avoid significant traffic issues and/or allowing projects that do not uplift the aesthetic character of our town. More and more projects may be "infill" type projects where developers will be asking to revise and amend previously approved PD's, and the Planning Board should carefully examine each of these projects on their merits.

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

Traffic will certainly be a challenging issue facing any development in Huntersville. Projects that reduce reliance on the car and promote more of a walkable pedestrian-oriented environment should be encouraged. Some residents may be reluctant to change, but with careful listening and working with developers and residents to make adjustments to projects that are agreeable to all parties should be the goal of our Planning Board moving forward. Some projects may be complex involving changes to roads, utilities, and major infrastructure. Significant projects such as these will require careful consideration to ensure that investments being made are in the best interest of the town, our citizens, and create the type of place where people want to live.

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

Looking into more public / private partnerships. Also, collaborating with developers, businesses, and homeowners to refine their project plans during design, and listening to community feedback to inform opinions.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

In terms of walk-ability and placemaking, Birkdale Village is an excellent overall experience. The project at the golf course site as well as the recently completed Birkdale Landing also promise great public experiences. But I wonder about how all these projects will tie together as one overall neighborhood experience especially with the massive Sam Fur road dividing them. I wonder if pedestrian bridges or nice tunnels may be possible to create greater connection. I think the historic downtown of Huntersville at Gilead and Old Statesville is another great opportunity for investment, that whole district could be the place where the feel of "Main Street" can come to Huntersville. There are so many other areas such as the Gilead road shopping center areas, etc that are wonderfully suited for excellent placemaking. An area of concern that I'd like to change is the influx of large industrial buildings that do not provide any attractive architectural interest. I don't mind the industrial development, but some of the buildings are so ugly. I'd like to see some change in that area. I'd like to see Huntersville have more parks. It would be great if we had more connected greenways. And I would be in support of more transportation including Lynx being extended to Huntersville.

Other Comments:

Thank you for your consideration.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

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

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Print

Advisory Boards & Commissions Application - Submission #14275

Date Submitted: 5/3/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Jamie

Last Name*

Wideman

Street Address (must be in Huntersville)*

17008 Knoxwood Dr

Is this address in the ETJ?*



No



Yes

Email Address*

jamielwideman@gmail.com

Phone Number*

9807219981

Occupation

Human Resources Manager

Place of Employment

Peter-Lacke USA LLC

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

I am part of the US leadership team for Peter-Lacke USA. I work in business planning, specifically personnel, and staff leadership. I work in conjunction with my colleagues in Germany, Mexico and China to establish and execute forward-thinking strategies that also keep the best interests of our employees in view. I am skilled at approaching projects and complications from a variety of perspectives, and problem-solving to find the best answer with the least negative impact for all.

Areas of Expertise, Interests and Skills

I have worked in Human Resources and accounting for over 20 years. I am an NC native and understand the area, the changes that have taken place in the last several decades. My husband is a small business owner and wr are the parents to two teenagers, so I can understand the needs it different groups and how planning will impact a variety of demographics that make up our town.

Education

High School graduate. Some college. Currently enrolled at CPCC completing an AAS in Accounting

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

I served as Charitable Events Manager (2 years) and Director of Human Resources (3 years) for The Mommies Network, a Charlotte-based national nonprofit. I have also served on the fundraising committee for Genesee County Humane Society (Michigan) and worked as an animal care volunteer and animal foster.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

☒ Yes

☐ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Personally, I would love to see the development slow down until the infrastructure is in place to support the growth. Note, I said slow down, not stop. I think the town needs to be more strategic in what development is allowed and what isnâ€™t. Housing is fine, but not high-end, high-density, unless the area can support it. We do a disservice to our residents by creating an environment where the small town feel is lost and replaced by it taking 45 to go 4 miles on Hwy 73.

What obstacles do you see to achieving this vision?

Our biggest obstacle is infrastructure and available land. While Huntersville was once a farming community, many of the large tracts have been developed. This has left smaller pockets of space, many surrounded by homes, which can create significant friction when commercial or HDR building is proposed. Development, especially without the infrastructure to support it, has a swift and reaching impact into the daily lives of residents. Balancing this is going to become more difficult as time progresses.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

As I mentioned above, I am not opposed to growth, but I believe in growth with a purpose. We need to listen to, and hear, the people who live here and why they love Huntersville. Those are the things we want to hang on to. I donâ€™t want to see our community become just another city that people canâ€™t wait to leave. â€œIf you build it, they will come.â€ That is very true. But what about the people who already live here? Are we doing whatâ€™s best for them?

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Jamie L Wideman

Signature Date*

5/3/2023

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Which Advisory Board/Commission are you applying for?*

Planning Board

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Jack

Last Name*

Zovistoski

Street Address (must be in Huntersville)*

13021 Chopin Ridge rd

Is this address in the ETJ?*



No



Yes

Email Address*

jzovistoski@gmail.com

Phone Number*

2022131771

Occupation

eCommerce Channel Manager

Place of Employment

Electrolux

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

10

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

N/A

Business and Civic Experience Related to this Advisory Board or Commission

I served as a stop-gap fill on the Greenway, Trail, and Bikeway Commission for 5 months in 2020. I also served as the Town of Huntersville representative and co-chair of the CATS TSAC for a full 3-year term.

Areas of Expertise, Interests and Skills

Project management, strategy, end to end delivery of complex solutions

Education

MBA; Kelley School of Business BS, Finance; Siena College

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

In addition to the board positions I have held for the community, I have a long history of engaging with the community I live in from my time as an Eagle Scout through today through employer-led service initiatives.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

In the next 10 to 15 years, my vision for Huntersville is that it will continue to be a vibrant and thriving community that attracts both businesses and residents. A key factor in shaping the growth of the community will be the development of a downtown area where people can live, work, and play. A developed downtown can provide a central gathering place for the community and serve as a hub for economic activity. It can also provide a sense of place and community identity, which is important for attracting new residents and businesses. However, it is important to manage growth in a responsible way that takes into account the needs and concerns of current residents. This may involve creating policies and regulations that balance development with environmental sustainability, traffic management, and affordable housing. Additionally, it is essential to provide the community with real input into how the town is shaped. This means creating opportunities for residents to participate in planning and decision-making processes that affect their quality of life. By fostering a culture of engagement and collaboration, the community can work together to create a vision for the future of Huntersville that reflects the values and aspirations of its residents.

What obstacles do you see to achieving this vision?

Several obstacles could stand in the way of achieving this vision for Huntersville in the next 10 to 15 years. One significant challenge is managing growth in a responsible way. As the population grows and new businesses move into the area, there may be pressure to prioritize development over environmental concerns or the needs of existing residents. Balancing the interests of different stakeholders and ensuring that growth is sustainable and equitable can be a difficult task. Another obstacle is ensuring that the development of a downtown area is inclusive and benefits the entire community. There may be concerns about gentrification, displacement of low-income residents, and the loss of community character. It is important to involve residents in the planning process and prioritize the creation of affordable housing and community spaces to ensure that the downtown area is accessible and welcoming to all. Finally, ensuring that residents have a real say in shaping the town requires ongoing effort and commitment from local government and community organizations. It can be challenging to create meaningful opportunities for engagement and ensure that diverse voices are heard. Building trust between residents and local government, providing accessible channels for feedback, and following through on community priorities are all critical to achieving this goal.

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

With rapid development occurring in Huntersville and the surrounding area, there are several problems that may arise from this growth: Traffic congestion: As more people move to the area and new businesses are developed, there may be an increase in traffic congestion. This can cause delays, frustration, and reduced quality of life for residents. Housing affordability: Rapid development can lead to an increase in housing costs, making it more difficult for lower-income residents to afford to live in the area. This can result in displacement, reduced diversity, and loss of community character. Environmental concerns: Rapid development can put a strain on natural resources, leading to air and water pollution, habitat loss, and other environmental concerns. This can affect the health and quality of life of residents, as well as the long-term sustainability of the community. Strain on public services: As the population grows, there may be increased demand for public services such as schools, healthcare, and emergency services. This can put a strain on resources and lead to longer wait times or reduced quality of services. Loss of community character: Rapid development can change the character of a community, leading to a loss of local history and culture. This can result in a sense of disconnection and loss of community identity. Overall, while rapid development can bring economic benefits and new opportunities to a community, it is important to carefully consider and address the potential problems that may arise. This requires a thoughtful and collaborative approach that involves residents, local government, and other stakeholders in planning and decision-making processes.

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Electronic Signature*

Jack Zovistoski

Signature Date*

5/4/2023