

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

July 16, 2024 - 6:00 PM

TOWN HALL (101 Huntersville-Concord Road)

**Live Stream available via YouTube
@townofhuntersvillenc28078**

- 1. Pre-meeting - None**
- 2. Call to Order**
- 3. Invocation/Moment of Silence**
- 4. Pledge of Allegiance**
- 5. Announcements**
- 6. Public Comments, Requests, or Presentations**
 - 6.A. Communicator Awards. *(Ethan Smith)*
 - 6.B. Parks and Recreation Month Proclamation. *(Michael Jaycocks)*
 - 6.C. Requests from External Agencies (Hope House, Rural Hill). *(Pattie McGinnis)*
- 7. Agenda Changes/Adoption of Agenda**
- 8. Consent Agenda**
 - 8.A. Approve the minutes of the June 17, 2024 Regular Town Board Meeting. *(Janet Pierson)*
 - 8.B. Adopt Resolution approving Interlocal Cooperation Agreement for Fire Protection Services. *(Jackie Huffman)*

- 8.C. Adopt Resolution to acquire right-of-way and/or easements necessary for the construction of the CMS - HWY 115 Sidewalk project. (*Stephen Trott*)
- 8.D. Adopt Resolution to approve the awarding of a Service Firearm to a retiring law enforcement member. (*Chief Barry Graham*)
- 8.E. Approve budget amendment appropriating Signage Revenue in the amount of \$2,500 to Non-capitalized Equipment for an aquatic wheelchair for the new Splash Pad at North Mecklenburg Park. (*Michael Jaycocks/Pattie McGinnis*)
- 8.F. Approve budget amendment appropriating Signage Revenue in the amount of \$5,000 to non-capitalized equipment for AED's at Veterans Park and Rosedale Nature Park. (*Michael Jaycocks/Pattie McGinnis*)
- 8.G. Approve the purchase agreement for a portion of 12928 S. Church Street, Huntersville NC 28078. (*Bobby Williams*)
- 8.H. Approve contract for Goods for Materials for the Hwy 21 Feeder Project from Border States. (*David Lucore*)
- 8.I. Approve contract for Goods for Materials for the Hwy 21 Feeder Project from WESCO. (*David Lucore*)
- 8.J. Approve contract for Goods with MD Henry for New Substation Materials. (*David Lucore*)
- 8.K. Approve contract for Goods with VFP, Inc. for a control building for the new substation. (*David Lucore*)
- 8.L. Call a public hearing for Tuesday, August 6, 2024 at 6:00 p.m. at Huntersville Town Hall on petition #R24-03 Long Creek Retail, a request by Saleh Moflehi on behalf of TA&S Enterprises of NC INC. to rezone +/- 4.39 acres located at the intersection of Mt. Holly-Huntersville Road and Beatties Ford Road from Highway Commercial-Conditional District to Highway Commercial-Conditional District for an amendment to rezoning #R08-01 for a convenience store and retail development. (*Jesse James*)
- 8.M. Call a public hearing for Tuesday, August 6, 2024, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-04 Northbrook Storage, a request by Jake Palillo on behalf of Bi-Part Development LLC to rezone +/- 21.936 acres located on Sam Furr Road from Corporate Business to Special Purpose-Conditional District for a storage facility and other commercial uses. (*Jesse James*)

9. Public Hearings

- 9.A. Conduct public hearing on Petition #TA24-06 "Farmhouse Cluster Changes," a text amendment request by the Town of Huntersville Planning Department to amend

Article 3.2.1(e), 3.2.2(e), 3.2.1(d)3(c), 3.2.2d)3(c), and 12.2.1 "Open Space" of the Huntersville Zoning Ordinance to make changes to Farmhouse Clusters and Open Space. (*Nathan Farber*)

- 9.B. Conduct public hearing on Petition #TA24-07 "Accessory Dwelling Units in General Residential," a text amendment request by the Town of Huntersville Planning Department to amend Article 3.2.3(c) of the Huntersville Zoning Ordinance to remove the family-only occupancy requirement from the General Residential zoning district regulations to achieve consistency with the rules governing ADU's in other residential zones. (*Patrick Patterson*)
- 9.C. Conduct public hearing on Petition #TA24-08 "Family Care Home," a text amendment request by the Town of Huntersville Planning Department to amend Article 12, Section 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. (*Patrick Patterson*)
- 9.D. Conduct public hearing on Petition #TA24-09 "Building Separation," a text amendment request by the Town of 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. (*Patrick Patterson*)

10. Other Business

- 10.A. Consider decision on Petition #TA24-04, a request by the Huntersville Planning Department to amend Article 11, Section 11.4.3(a) of the Huntersville Zoning Ordinance and Article 5.000 of the Huntersville Subdivision Ordinance in response to the Huntersville Ordinance Advisory Board bylaw updates. (*Patrick Patterson*)
- 10.B. QUASI-JUDICIAL. Conduct an Evidentiary Hearing on Petition SUP#24-01 Northpointe Hotel, a request by Hotel Ventures of Lake Norman Inc. for a Special Use Permit for a +/- 10.328 acre parcel located at 8830 Northpointe Executive Park Drive for a 3-Story hotel development. (*Jesse James*)
- 10.C. Consider decision on Petition #R24-01, a request by Hitesh Patel on behalf of Hotel Ventures of Lake Norman Inc. to rezone +/- 10.328 acres located at 8830 Northpointe Executive Park Drive from Highway Commercial-Conditional District (HC-CD) to Highway Commercial-Conditional District (HC-CD) for a 3-story hotel development. (*Jesse James*)
- 10.D. Adopt Resolution authorizing execution of Kroger Opioid Settlement and approving Second Supplemental Agreement for additional funds. (*Emily Sloop*)
- 10.E. Consider approving the Lake Norman Regional Transportation Commission Interlocal Agreement. (*Mayor Christy Clark*)

- 10.F. Consider approving a budget amendment appropriating \$17,447.42 to fund the Lake Norman Regional Transportation Commission (LNTC) Interlocal contribution. (*Jackie Huffman*)

11. Closing Comments

12. Closed Session

- 12.A. Closed Session pursuant to NCGS 143-318.11(a)(5)-(a)(6) to consider the qualifications, competence, and performance of an employee.

13. 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.



A PROCLAMATION FOR PARKS AND RECREATION MONTH

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

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

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

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

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

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

WHEREAS, the Huntersville Parks and Recreation Department was created in 1995 and now serves more than 2 million visitors per year to its local parks; and

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

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

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

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim July as "**PARKS AND RECREATION MONTH**" in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 16th day of July, 2024.

Christy Clark, Mayor



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Approval of Minutes

EXPLAIN REQUEST:

Consider approving the minutes of the June 17, 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 17, 2024
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 4:30 p.m. on June 17, 2024.

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

The Board heard requests for funding from external agencies.

Rachel Zwiph, Chair of the Pottstown Heritage Group, requested \$30,000. *Detailed request attached hereto as Exhibit No. 1.*

Harold Rice, CEO of Ada Jenkins Center, requested \$55,000. *Detailed request attached hereto as Exhibit No. 2.*

Cindy Deutsch, Development Director, Angels & Sparrows Community Table & Resource Center (and Jessica Tucker, Executive Director of Angels & Sparrows Community Table & Resource Center/Food Security Program), requested \$20,000 for the Food Security Program and \$50,000 for the Pathway Program. *Detailed request attached hereto as Exhibit No. 3.*

Beth Kingaby, Government Relations Manager, Arts & Science Council, requested (\$42,396). *Detailed request attached hereto as Exhibit No. 4.*

Ashley Nydish, Board President, Bags of Hope, requested \$20,000. *Detailed request attached hereto as Exhibit No. 5.*

Sarah Fortner, Caterpillar Ministries, requested \$50,000. *Detailed request attached hereto as Exhibit No. 6.*

David Rochester, North Meck Crimestoppers, requested \$5,000. *Detailed request attached hereto as Exhibit No. 7.*

Linda Morris, Bridge of Hearts, requested \$5,000. *Detailed request attached hereto as Exhibit No. 8.*

Eric Boruff, Cornelius Youth Orchestra, requested \$6,500. *Detailed request attached hereto as Exhibit No. 9.*

Requests for Lake Norman Community Development Corporation and the Hugh Torance House and Store will be heard under Public Comments of the Regular Agenda.

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

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on June 17, 2024.

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

Mayor Pro Tem Hunt called for a moment of silence.

Mayor Pro Tem Hunt led the Pledge of Allegiance.

ANNOUNCEMENTS

- Town Offices will be closed June 19 in observance of Juneteenth.
- The first meeting in July is canceled. Starting with the July 16 meeting, all Town Board meetings will be held the first and third Tuesday of each month going forward.
- Mecklenburg County Updates – Small Business Hazardous Waste Event on June 26 and County Career Fair on June 28.
- NCDOT activated a new traffic signal at Arahova Drive and US 21.
- Lane closures on Maxwell Avenue began today as contractors install water taps for the new Town Hall project.
- Next Mayor's Coffee Mixer is July 24.
- Provided Fireworks Safety Tips from Huntersville Fire Department.
- Mayor Clark proclaimed June 2024 as Pride Month.

A Proclamation For Pride Month

WHEREAS, all are welcome in the Town of Huntersville to live and work, and every resident deserves a place to call home where they are safe and accepted; and

WHEREAS, the Town of Huntersville strives to ensure our town is a place where all people regardless of race, religion, national origin, gender, disability, or age are treated with dignity and respect; and

WHEREAS, LGBTQ people in the United States face disparities and discrimination in employment, healthcare, education, and housing; and

WHEREAS, June 2024 marks the 55th annual celebration of Pride Month throughout the United States; and

WHEREAS, the Town of Huntersville promotes inclusivity and equity, safety, dignity, and a welcoming environment for our residents and visitors; and

WHEREAS, the Town of Huntersville is enhanced and strengthened by the cultural, civic, and economic contributions of the LGBTQ community, and we embrace this incredible, rich diversity of our population and town staff.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim June, 2024 as **"PRIDE MONTH"** in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 17th of June, 2024.

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

PUBLIC COMMENTS

Mayor Pro Tem Hunt noted that two agencies that weren't able to present during the pre-meeting will present during this time.

Michelle Hoverson, Executive Director of the Lake Norman Community Development Corporation, which started out as the Cornelius Community Development Corporation, requested \$30,000. *Detailed request attached hereto as Exhibit No. 10.*

Bill Russell, Chair of the Hugh Torance House and Store, requested \$25,000. *Detailed request attached hereto as Exhibit No. 11.*

Angela Charles, Director of Charlotte Water, presented the State of the Utility. *Refer to PowerPoint attached hereto as Exhibit No. 12.*

Kim Jones said I'm a resident of Huntersville and I created Movement Migration – Move to live, Migrate to survive. I was a professional dancer in New York and I started this to bring seasoned artists together. During the pandemic I realized there was a need for senior citizens to get out of their house and to move. Many we know have passed because of loneliness and being isolated and not moving their body. Thanks to the ASC I was able to get \$50,000 to start movement classes for senior citizens. Many are sitting in the back and these are two of our participants that have become very important to me. It's important that we continue to support the arts and I ask you to think about it for your next fiscal cycle. I'm going to have Leslie or Pauline please share their experience in our classes at the David B. Waymer Center.

Leslie said I want to say how important this class is to all of us and we are all different levels of accomplishment with movement and dance. We have people that have never danced before, and you have people like me who was a professional dancer. It's wonderful to go to one place where body, mind and spirit are nurtured. I'm 80 years old and I must move. It doesn't matter the level. This class feeds everybody.

Ms. Jones said we do have one participant who is a breast cancer survivor here in the room and has come to our class for healing and she asked me to share with you that the movement classes provide her a quality of life. It also is a sense of belonging and gathering. We've built a community where we gather twice a week. I'm getting emotional because I now have like 50 new grandparents and they have just shaped my life and I bring in my college students. I'm a professor at UNC-Charlotte and I integrate my college students to be my assistants to be the next group of leaders to bring life back into our bodies and to connect us face to face, eye contact to eye contact, for their mental health, their spiritual health and just to build community.

Pauline Caldwell said Movement Migration has really changed my life and it has also changed the lives of those that come. Right now we're just doing two days a week. It's like Tuesdays and Fridays and we don't want to miss that for anything. They don't only teach the exercise, they give us points about how to engage. We're learning some French also.

Ms. Jones said thank you and I hope you will consider supporting the arts.

BeeJay Caldwell said good afternoon. Thank you for allowing me the privilege to come before you each time and I've got something good to share with you. On Saturday I was the recipient of the Presidential Lifetime Achievement Award. I want to read, and I may not be able to get it all read to you, but there was some question as to whether or not this was a legitimate award and so the word fraud was given to me to my face, so I thought well okay this is a teaching moment, so this is what I'm doing. The honor was established by the executive order of President George W. Bush to honor volunteers that give thousands of hours per year to helping others. That includes areas such as mental health and wellness, job readiness and creation, mentorship and program development to help communities at risk and our community is at risk. With grateful recognition AmeriCorps and the office of the President of the United States of America honors Betty "BeeJay" Caldwell with the President's Lifetime Achievement Award for my lifetime commitment to building a stronger nation through volunteer service given on this past Saturday, June 15, at Charlotte's Juneteenth Festival of the Carolinas' Outreach Program. In 2003 the President's Council on Service and Civic Participation founded the President's Volunteer Service Award to recognize the important role of volunteers in America's strength and national identity. The award honors individuals whose service positively impacts communities in every corner of the nation and inspires those around them to take action, too. To receive this award, one must contribute more than 4,000 hours of service in their lifetime. Led by AmeriCorps and managed in partnership with Points of Light, the program allows Certifying Organizations to recognize their most exceptional volunteers. A Certifying Organization is an organization that has been granted authority through an application and review process to give out the PVAS to volunteers. Certifying Organizations verify and certify that a volunteer has met the requirements to receive the award within a 12 month period specified by the Certifying Organization. Certifying Organizations must be established and operate in the US, its territories, Puerto Rico, and at the bottom of it is a statement about AmeriCorps and I have a copy for the Mayor with my little picture. Please take a moment and at some point you may wish to congratulate me. *Hand-out attached hereto as Exhibit No. 13.*

Mayor Pro Tem Hunt said I would like to congratulate you right now.

Robin Hahn said my home is behind the Oak Farm development off Sam Furr Road. The members of the development are having a terrible time getting out onto Sam Furr Road. If you try to leave your house, you're taking your life into your own hands. What we would like to see happen, we've been told we can't have a stop light in that area, is have the speed limit reduced. On Sam Furr Road from the west side Huntersville Town Limit up to 115 the speed limit is 45. At the railroad tracks, it turns to 55. That makes it very hard for us to get out. Because they're saying go 55, they're doing 60-70, they are flying and we've got curves on each end before and after our development, so you really can't see that well. We are looking for direction or help to get that speed limit dropped to 45 mph from the railroad track up to the Davidson-Concord Road intersection, which is the new Publix. There are three housing developments on that stretch of road, the warehouses are there, ElectriCities, the new Serenity senior citizen center. There's a lot of traffic, people trying to get in and out and that would be a tremendous help for us I think if we could just get the speed limit dropped. We just had a fatality in that section of road just like two weeks ago and a lot of the parents are really scared because they've got new drivers in their families. If y'all could give us some direction or help, we would appreciate it.

Mayor Pro Tem Hunt said we'll look into that, thank you.

Phil Carey (Ron Julian and Teresa Julian ceded their time) said I'm going to keep this to the salient points because I just don't think I'm going to need the whole nine minutes and I'm sure y'all will appreciate that, but I do appreciate the opportunity to express my concerns as it comes to the issue with the HOAB, which is the Huntersville Ordinance Advisory Board. I'm going to assume at this point that everything I say is information that the Board is already fully aware of. If you are not aware of something, that means there's been a communication problem, which in my opinion falls back on the Chair of the HOAB board.

The Chair of the HOAB board is Amy Hallman. It's public information and I want to make that into the comments. I'm going to start with an issue that this Board addressed roughly two months ago in regards to an anonymous post about a blackface picture and it was very clear from what I got from this Board that that was not tolerable. It was unacceptable, that it's not a part of Huntersville and it's not going to ever be a part of Huntersville as far as this particular board is concerned. A couple of days later, give or take, an existing Town Board member posted that picture on social media and I happened to pass by it and made a comment, and your HOAB Chair, Amy Hallman, chose to comment and we did a little bit of back and forth. At the end, to shorten this part of the topic, she told me to back off. When you tell me to back off, we've got a problem and when an HOAB Chair is telling me to back off, we've got a problem. I want to make that very clear to this Board. There's a bigger issue and that's what I want to get to right now is when a HOAB board Chair is telling this Huntersville taxpayer, this black man, to back off during discussion about blackface, something's wrong.

Mayor Pro Tem Hunt said Mr. Carey, I'm sorry I don't mean to interrupt you, but just if you could refrain from naming other Huntersville residents, that would be appreciated. I understand what you are saying, that this is all public record, but if you could please just refrain from naming folks, I'd appreciate that.

Mr. Carey said from naming folks, even though it's in the public record.

Anthony Roberts, Town Manager, said Jacob may want to comment. We don't want to, I guess call folks out, that may be slander etc., but I'll let Jacob comment.

Jacob Chambers, Staff Attorney, said the policy itself mentions personal attacks, so once you name the name, it makes it more personal in that way.

Mr. Carey said you tell me if I violate it again, but public information would seem to be public information, so HOAB board Chair, anybody can look it up, but fair enough. With that said, this Board also suspended, I call it suspended, but they suspended or you can use the word reduced, eliminated, restricted, whatever word you want to use, restricted HOAB board authorization to handle various processes, procedures and decisions because they were violating various state laws and various policies and procedures. With that said, there's a clear problem, a clear issue, with this board.

I looked at some of the relationships, the background within the HOAB board and so I look at the HOAB board Chair and there's an interdependence between HOAB and the Planning Board and interdependence and a relationship, this is weird to not say public information, but there's a relationship between one person of the HOAB board and a person of the Planning Board. They share the same last name and they live in the same residence. To me that seems to be a conflict of interest,

and that's also a concern that I have about the HOAB board. When you've got a relationship like that between two boards, we've got a problem.

The other thing that I noticed as I started looking in the bylaws is that there's a specific bylaw, Section 2-1(B) that says "Eight (8) At Large Members who shall reside in or own and operate a business within the Town of Huntersville Corporate Limits or the ETJ." In other words, for this specific board you don't have to live here and that's something that I'm very familiar with. I've heard that a few times over the last couple of months, but given that fact and the fact that as I looked through the bylaws of some of the other advisory boards, I don't see that, so this was a specific bylaw made just for HOAB, so I'm wondering why.

I went down to the North Carolina courthouse, did a little research and found that one of the HOAB members does not live here. They have a physical address in Cornelius. This is public information. But they don't live here, and I don't see that in any other board, so again it's another point that gives me pause that says something's not right and at some point these start to add up.

One of my last points will be the HOAB under public information is, as of today, the only advisory board in this entire state that exists for this function.....the only one. Two months ago, there were two. The other one was Cornelius. And it just so happens the person serving on the HOAB board who doesn't live here, lives in Cornelius. Another red flag for me. You've got one advisory board, an HOAB, that does not exist anywhere else in this state, but yet it still exists here. That's odd to me.

As I put all of this together, the red flags just keep adding up and I just don't get it. I could sit here and spend the next few minutes talking about accountability. Who's accountable for all of these failures. Somebody has to be. At the end of the day what I have found from reading through the bylaws is that you guys have a Code of Ethics. There's a Code of Ethics for you as the governing body and there's a Code of Ethics for the advisory boards. I would encourage you guys to look at that because if everything that I have mentioned here passes muster within the Code of Ethics, I think you guys have got a bigger problem because if your Code of Ethics allows the stuff that I have just mentioned to go on, that's a sign that you're sending out to every single other advisory board out there. And when they're out there talking and when they're out there saying things disrespecting, losing the trust of the taxpaying citizens, you've got a problem.

My ask of this Board is to come to some sort of understanding or agreement, even if it's to say we're cool with our Code of Ethics and everything that Phil just pointed out is perfectly fine, then say so. But this list of issues for this one board that does not exist anywhere else is just odd and the problems that this board is having just exacerbates those issues. I'm going to leave it at that and thank you for your time.

AGENDA CHANGES

Commissioner Rivers made a motion to approve the agenda.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes – June 3. Commissioner Bergsman made a motion to approve the minutes of the June 3, 2024 Regular Town Board Meeting. Commissioner Dumas seconded the motion. Motion carried unanimously.

Contract – The Park Huntersville Greenway. Commissioner Bergsman made a motion to approve contract for Professional Engineering Services between the Town and Dewberry Engineers, Inc. for The Park – Huntersville Greenway. Commissioner Dumas seconded the motion. Motion carried unanimously.

Contract attached hereto as Exhibit No. 14.

Resolution – Arahova Roundabout Upgrades Contract. Commissioner Bergsman made a motion to adopt Resolution to accept the Arahova Roundabout Upgrades construction contract. Commissioner Dumas seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 15.

Personnel Policy Amendment. 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.

Commissioner Bergsman made a motion to approve Personnel Policy amendment to incorporate Pregnant Workers Fairness Act requirements. Commissioner Dumas seconded the motion. Motion carried unanimously.

Pay Ranges. Commissioner Bergsman made a motion to approve new pay ranges based on FY24 Classification and Compensation study. Commissioner Dumas seconded the motion. Motion carried unanimously.

FY2025 Pay Ranges attached hereto as Exhibit No. 16.

Budget Amendment – Governing Body. Commissioner Bergsman made a motion to approve budget amendment appropriating Interest Earnings 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. Commissioner Dumas seconded the motion. Motion carried unanimously.

Budget Amendment – Dellwood Building Assessment Study. Commissioner Bergsman made a motion to approve budget amendment appropriating Capital Reserve revenue in the amount of \$16,500 to the Parks & Recreation Contract Services account for the cost of the Dellwood Building Assessment Study to determine the building repair needs. Commissioner Dumas seconded the motion. Motion carried unanimously.

Budget Amendment – Parks & Recreation. Commissioner Bergsman made a motion to approve budget amendment appropriating Interest Earnings in the amount of \$50,000 to various Parks & Recreation Expense Line Items. Commissioner Dumas seconded the motion. Motion carried unanimously.

Budget Amendment – Community Emergency Needs. Commissioner Bergsman made a motion to approve budget amendment appropriating Community Needs contributions in the amount of \$10,605 to the Miscellaneous Expense – Community Emergency Needs account. Commissioner Dumas seconded the motion. Motion carried unanimously.

PUBLIC HEARINGS

None

OTHER BUSINESS

Code of Ordinances Text Amendment. Jacob Chambers, Staff Attorney, said there are certain ordinances that are transient and temporary in nature. The best example of this is the Budget Ordinance. This is because the budget is adopted each year and changes each fiscal year. There are multiple amendments. This ordinance, for example, is not published in the Code of Ordinances, however according to UNC School of Government and NCGS 160A-77, the Code of Ordinances should specify which classes are being treated as temporary and transient, so all this ordinance does is add those classes.

Commissioner Walsh made a motion to approve the text amendment to update Section 10.14 of the Code of Ordinances to include classes of ordinances of transitory nature.

Commissioner Rivers seconded the motion.

Motion carried unanimously.

Ordinance Amendment attached hereto as Exhibit No. 17.

Budget Amendment – HFFA. Jackie Huffman, Deputy Town Manager, said I talked to Anthony today about providing you with visuals and Anthony suggested that my visuals were more confusing than talking, so if I don't inject a little humor into this I'm afraid in 5 minutes I will lose many of you because I try to take accounting jargon out of the things that I talk to you about and there's just no way to remove it from this.

Due to/due from, which again, humor, Anthony can't say that three times fast. We established that at the retreat this year. The due to/due from is one fund advancing some funds to another fund – some money to another fund with the expectation that it'll be paid back.

If you look at our general ledger, our financial accounting software, the HFFA fund generated a due to the General Fund. That means the General Fund advanced HFFA money to the tune of a little over \$5 million before FY2006 with the expectation that would be paid back. According to our general ledger from 2006 to 2019, not a single penny, not one payment was made. In 2019, the Board discussed it at the retreat then and I've been here since April 2016, it's been discussed several times since then. We discussed should we pay it back. In 2019 I cannot take you to minutes, I didn't ask Janet to look it up, I have no recollection that the Board in open session adopted a payment plan, but I could display for you an email where we discussed here's the 19-year plan to pay back that \$5 million. We made one payment on that I'm going to call it advancement. I don't even want to call it a loan because loan suggests to me there is an interest factor and there never has been. We made a single payment of \$350,000, COVID happened and the financials and HFFA changed dramatically and are no different really.

The whole purpose behind a due to/due from is the expectation that it be paid back. For something that you have owed for more than 18 years, when you've owed 80 percent of it for more than 18 years, do you have a realistic expectation of paying that back. I'm going to tell you I don't see a clear way to do that and so what you have before you tonight is the request to take away that expectation of repayment by making that a permanent transfer. To the extent that you believe the financial situation at HFFA would ever change, you can do exactly what you are doing tonight and make a transfer back to the General Fund. Effectively you don't have use of these funds in the General Fund because you've already advanced it to a different fund.

I've been here again 8 years. No external agency has asked me about that until we were getting a Moody's rating for our Limited Obligation Bonds (LOBS) on Town Hall this past spring and I'm going to paraphrase and say Moody's said what about this \$5 million due to/due from you've got outstanding, you ever going to do anything with that. We have discussed with you that when we adopted the FY25 budget we expect to issue bonds again this fall and so I ask you, you can choose to approve this budget amendment or not, you can continue to let this perpetuate the way it has since 2006 and prior. I would ask you if you choose not to do that, help me with an explanation I might have for Moody's when we get an opinion in August of this year in pursuit of those bonds. I'm going to stop and take a breath and see if you have questions about this proposed budget amendment.

Commissioner Walsh said in non-accounting terms, we are writing off a bad debt.

Ms. Huffman said I think that's fair. For something that you have owed for 18 years and not made a payment on, where is your expectation of a payment. I don't know. I wish there was one. I don't know how we would do that.

Commissioner Dumas said I just had to take an accounting course for work and I just want to say that you should have taught the course, and all of a sudden everything that you say kind of makes more sense to me now. What happens if we don't do this?

Ms. Huffman said you can perpetuate this and continue to allow our financial statements to look like we have an expectation of repayment if you want to. It's been done for almost 20 years, so you can keep hoping, you can keep representing in your financial statements.....we talk about budget versus actual

and we talk about revenues versus expenses a lot in local government. I'm so old, I've been doing this so long, the terminology on what your financial statements are called has changed. When we originally issued this, the idea that this is hidden, I'll grant you we don't discuss it regularly, but our balance sheet name has changed. This has gone on for so long the name of the financial statements has changed to a statement of net position. In our statement of net position, we've been required to issue an annual audit report every single year for decades and so from 2001 to present, there has been a due to/due from between HFFA and the General Fund. It looks like you have an expectation of repayment if you don't take this action tonight. I ask you to consider do you have a realistic expectation of when that will be repaid.

Commissioner Dumas said we don't have the money anyway, right? It's imaginary money right now.

Ms. Huffman said I wouldn't agree that it's imaginary. What I would say is the General Fund has advanced this money to HFFA, so HFFA doesn't have this cash and the General Fund has effectively already given to another fund to use, so analytical governmental accounting Jackie thinks you're overstating your Fund Balance by suggesting that that's funds that you have available for use because effectively it's not available for use because you've already allowed another fund to use it. I don't want to use the word transfer until we approve this amendment tonight.

Commissioner Dumas said how would that impact us with Moody's?

Ms. Huffman said please don't let me intimidate you into believing this could cause Moody's to give us a lower rating. I'm not real sure it would. I think it makes us have to get creative in how we might explain what our expectation of repayment might be.

Commissioner Bergsman said can you just confirm that, because we're talking about old debt from 2005, 2006.

Ms. Huffman said I will honestly tell you I didn't look at our financials today from between 2001 and 2006, but I will promise you that from FY2006 to present, that number has been \$5 million with the exception of 2019 when we made a \$350,000 loan payment on it.

Commissioner Bergsman said so it's only being applied to that retroactive, the debt that already exists. This doesn't have any impact on whatever happens with HFFA this next coming financial year.

Ms. Huffman said we have multiple funds at the Town. We have the General Fund, we have the Transportation Reserve, we have Powell Bill funds. We have a Grant Fund. We have multiple different funds, so another analogy that might work for you is we are taking money out of one pocket and putting it in another pocket. Town-wide our financial condition does not change with any action you take tonight because it's not like we've generated revenue from one fund. We didn't do that because there's not revenue there to be generated.

Anthony Roberts, Town Manager, said one of the key components Jackie said, if our fund balance was \$70 million, I'm just throwing a round number. It's elevated \$70 million, \$6.2 of it if we do this action tonight is really it's already gone, if you take this action. People look at our Fund Balance and say it's \$70 million. Really it's not. This right here is already committed to it, so you ultimately would be if you do this transaction or if you do this tonight, actually it would drop down to \$64 million. If you want to talk about transparency, I think what we're doing and what we're saying is as transparent as you can get, so that folks realize that ultimately we are moving money from one pocket to another to help with

operating HFFA and it's probably going to continue to happen unless we do something different in future years and that's something that this Board will have to consider maybe at a future pre-meeting, etc. that we need to continue to have those discussions.

If you think the facility up the road here in Cornelius is operating breaking even, it's not. Mecklenburg County does not set it aside like we do and keep track of it. It's buried in their entire budget. We keep track of it so we know what's happening, but you cannot get more transparent than this to tell you what's going on and it's \$6.2 million over all these years that we've been subsidizing from one pocket to the other. I think this is the right thing to do. Hopefully if you decide to do this, we won't get this question anymore from bond counsel etc. and we continue to monitor this and see what we need to do moving forward with HFFA. This has nothing to do with the folks that are managing the facility. It's our facility. HFFA is us, it's not the people managing it and I think years back we used to take Tourism dollars probably and put towards subsidizing it. I don't know what we will do moving forward, but that's a discussion the Board will have to consider. It may be we go back to subsidizing. This is just operation. We already know capital-wise the building is aging. We are going to continue to have to put money towards HVAC, \$2 million just for the HVAC we've spent. You're always painting inside, putting in lockers. It's continual capital. This is only operating side that they we're trying to break even on, so this is stuff we have to consider as we move forward.

Ms. Huffman said I ask you to think of it in terms of basic math. At the most recent Board meeting you adopted a budget and you adopted it by fund and you adopted equal revenues and expenses in the HFFA fund. Theoretically then if their expenses come in really close to budget, but their revenues are appreciably below, they have created a deficit. That deficit is going to have to come from somewhere and this is the culmination of many years' worth of deficits where there wasn't enough operating revenue to cover the operating expenses and frequently the capital has been funded out of Tourism funds or out of the General Fund itself. We had an overall deficit Fund Balance at the end of June 30, 2023, our most recently audited financial statements and so previously this year you've already done a \$300,000 budget amendment in the efforts of eliminating that cumulative to date deficit fund balance but that did not correct your prior years' negative cash balance. This would do that.

Mayor Pro Tem Hunt said I'm sorry if you already said this, but can you talk about how one year there was a \$350,000 payment. What happened that year?

Ms. Huffman said in 2019 we had positive cash flow and because we had positive cash flow, we used part of those proceeds to make that one loan payment. The year after, COVID happened and so HFFA was closed for a number of months. From memory, March to at least I think August, and so we weren't billing customers because they couldn't get in the facility and so I'm not sure that we have had revenues cover expenses since that March of 2020. I have neglected to mention that for all of my 8 years being here there has been an HFFA Committee and this has been discussed at the HFFA Committee level multiple times and several times this fiscal year with the endorsement of the Board members on the HFFA subcommittee.

Commissioner Quarles said I want to commend you for the way you explain things. You do a very good job. As has been said, we gave this advancement of \$5 million in 2006 and now here we are in 2024 and we've got \$6.2 million. It is my belief that if we do not act on this.....we're supposed to be good stewards of our taxpayers' dollars, so if we do not act upon this then next year we could be asking for \$6.2 million, which the number is going to continue to go up. As Anthony said, we're paying for HVAC unit, we're paying for lockers and things of that nature, so I would hope that we do not beat a dead horse and move forward.

Commissioner Bergsman said while I agree with everything Commissioner Quarles said, I just also want to add that I feel, and I'm not on the HFFA Committee so maybe someone that is can chime in, but I do feel like we as a Board need to prioritize where we want to go from here and really start to look into that and what the long-term vision is so that in another 4, 5, 10 years we're not kind of right back where we are right now.

Mayor Pro Tem Hunt said Commissioner Quarles and I are both on that subcommittee for HFFA so if anybody has any suggestions, you can feel free to email us, but we will be talking about this going forward and then we will also talk about it, as Anthony mentioned, probably in a pre-meeting in the future.

Commissioner Dumas made a motion to approve the budget amendment transferring \$6.2 million from General Fund balance to HFFA.

Commissioner Quarles seconded the motion.

Motion carried unanimously.

Second Amended and Restated Transit Governance Interlocal. Anthony Roberts, Town Manager, said ultimately the Interlocal Agreement was originally approved February 1999 and then an amendment was made November 2005 and this is the next go round almost 20 years later to make some changes. As you know, in these interlocal agreements things change, etc., modifications. What you see before you is a list of those modifications or changes that were proposed. *Refer to Exhibit No. 18.* This interlocal agreement is between Charlotte, Mecklenburg County, and the other six Mecklenburg County towns. This is related to CATS. And those amendments without going through all these, most of them are technical in nature, minor modifications. I'll just hit a few of them, but the term of the agreement goes to 2034. The process for selecting the CATS CEO, there's some minor changes there. Also, some expanded roles for MTC in developing the CATS budget and then also they put some discretionary funds aside so CATS could do some outside studies if we wanted to look at how the interlocal.....or if we were going to transfer to an authority or something like that, you could use funds for that. That's just a very high level highlight. I think Davidson has already approved it. Pineville has already approved it, so it's making its rounds to the towns for these amendments. It gives the smaller towns I guess a little more meat, not much, but some slight changes, so that's what I would say. All of this is in your packet. You will see the entire agreement with redlines in there also that relates back to these actual items that you see before you.

Commissioner Walsh made a motion to adopt the Second Amended and Restated Transit Governance Interlocal Agreement which includes the City of Charlotte, Mecklenburg County, and the six Mecklenburg County towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill and Pineville.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

Second Amended and Restated Transit Governance Interlocal attached hereto as Exhibit No. 19.

Resolution Authorizing Upset Bid Process – 12928 S. Church Street. Bobby Williams, Assistant Town Manager, said I come to you tonight to present an offer we got for a portion of land the Town owns at 12928 S. Church Street. *PowerPoint attached hereto as Exhibit No. 20.*

How did the Town come to own this land? We acquired this property back in 2009 related to the Verhoeff bridge and the Verhoeff Extension into the Commerce Station business park that at the time was known as the North Meck Industrial Park. The picture there is from 2011. You kind of see kind of a small access road off to the side. That's basically the piece that we're looking at here where there's kind of a what I'll refer to as a sliver of land that's being sought by the person who has made the offer.

This is the whole parcel. It's about 6.5 acres and the amount requested is 0.591 acres, so it's a very small portion and is being requested by an adjacent property owner. This would give him enough land to basically add a second lot, so he'd have a second buildable lot to build for a family member who I believe was mentioned as a teacher and obviously the conversation earlier tonight related to affordable housing, it's tough for any teacher to afford anything here locally, so that would be the intent of this request.

Just to kind of show you a little more detail, this is that cut up sliver of the Town's parcel just to show you kind of how those two lots would come together. We outlined the process working with Legal for the person who was interested in making this offer. He's had to do an appraisal at his own cost, survey at his own cost, offer was submitted, put on tonight's agenda. If the resolution passes tonight, it will initiate an upset bid process. That's a process that will require advertising and then as we get into subsequent upset bids that would generate another advertisement and then also once this goes through or if it goes through, the new owner of the property will have to rezone it if he wanted to build a house. It's currently zoned Corporate Business. The new owner would also be responsible for any fees related to building permits, water/sewer tap fees, none of that would come from the Town.

I also just wanted to sort of outline what the upset bid process is and obviously I'll defer to Legal for legal questions about the process, but we've received the offer. The upset bid procedure with the 5 percent deposit earnest money would be initiated, the advertisement would be placed. There's kind of notes in there about qualifying upset bids 10 days after the date of publication and we'll just kind of keep doing that. We've had incidences in the past where we've had to keep advertising, keep advertising. I don't know how attractive this piece will be compared to some of the others that we've had in the past, but if that is the case it will keep getting advertised, so it's all out there and all public and then after all additional qualifying bids have been received the Board has the right to award it to the highest responsive responsible bidder or reject all bids.

Commissioner Dumas said I have a few questions about this, but I also wanted to talk a little bit about the process of how this came to be because I got some questions about we haven't heard about this piece of land, were we trying to sell it, how did this all happen. What's the normal process for real estate dealings like this.

Mr. Williams said the Town if it wanted to market it and then try to sell it, we could. That definitely was not the case here. We get random letters or calls. If you look in Polaris, which is where that picture came from, you can look for land the Town of Huntersville owns, so we'll get cold calls, we'll get emails for easements, all kinds of things – does the Town want to sell this, can I buy this. A lot of times it's an easement for a road project that we still need for some reason, but any number of offers or requests will come to the Town and a lot of times it's out of town folks and we're not there, we don't know what we are doing with the parcels yet and so this particular piece of land, I don't think we would have gotten

the offer but for the person making the offer having an adjacent piece of land and so with his intent there to basically give him a second lot to support his family and make something for – as was requested his daughter is a teacher, I don't think we would have gotten this offer. I think that's where that came from and it was reaching out to the Town and we've talked on and off for upwards of 18 months, maybe 2 years. There's a long list of things that person was responsible for and out of pocket costs just to even get to the point of making an offer. We thought that would scare him away. But I think it just shows you how tough this market is and folks are really looking for any opportunity they can to try to make a home in Huntersville.

Commissioner Dumas said so this specific vote is to decide to go to bid.

Mr. Williams said the upset bid process.

Commissioner Dumas said if we choose the upset bid process, can we change our mind and decide to turn down bids.

Jacob Chambers, Staff Attorney, said you could reject all the bids the next time it comes to the Board.

Commissioner Dumas said we've been told what this land is expected to be used for. What if that doesn't turn out to be accurate. Do we have an opportunity to require him to build a house for his teacher child.

Mr. Chambers said we can have certain terms in the agreement because the terms have to be set, but the terms have to be set beforehand, because everyone needs to be on the same playing field. The issue with trying to require him to have to build a home is that currently it is zoned Corporate Business, so you couldn't even build a house on it right now. For him to be able to build or anyone to build a house, they would have to rezone it, so if we tried to add a restriction that said this land can only be used for a residence and then some person tried to come and rezone it and for whatever reason that rezoning was denied, that means the land is now worthless, so because it's Corporate Business and he can't build a residence because of the deed restriction so because the land would be worthless at that point there is certain cases out there that says that's one thing the deed restrictions cannot do is make land worthless, so that is an issue there and possible other issues with similar deed restrictions going in that vain.

Anthony Roberts, Town Manager, said let's say it goes through the process and they get to a point where they ask for the rezoning. Could the Board ask them to deed restrict it as part of the rezoning process. Just a question. I know it's a curve ball I just threw out, but is that a possibility.

Mr. Chambers said I doubt in this case that it would be a conditional rezoning where you could kind of do that back and forth and make them agree to things. I think it would be just a general rezoning. I suppose you could ask them to do that, but that's about it. They wouldn't have really any obligations.

Commissioner Dumas said I know we've been talking about doing an inventory of Town owned land for potential use of affordable housing. Would this land potentially work for any of those opportunities?

Mr. Williams said I would say maybe. I think if we do that and we're looking at some options to kind of get an idea of cost and logistics of having that type of analysis, I think we would have someone look at all of our parcels and I think they would come back and tell you it's zoned Corporate Business, there's some challenges, it's not immediately buildable. And then I think if you just kind of look at the location,

in the shadow of the tower over here with Southwire and where it is, I think it's up to the Board to decide if that's the type of place you would want to put housing or if you feel that's a more appropriate use for something else. That's a bit of a broader discussion than just we've got land can we put housing on it.

Commissioner Bergsman said just because this is kind of an unusual ask that is a little bit of a new precedent, I got the impression that maybe the applicant is in the room or the person who is interested. I don't know if they would be interested in sharing.....I would be curious, I don't know about the rest of the Board, in just hearing from the person how you came up with this idea first of all because it's unique, but your reasons.

Mr. Chambers said Bobby has had discussions with him, so I think Bobby kind of explained what his point was earlier.

Mr. Williams said this is another instance for another family member, buying a piece of property and fixing it up and trying to do that type of thing. If he didn't own the adjacent parcel, he's not interested in this, so I think that's where this is coming from. And to the question earlier about inventory for housing, sort of in the spirit of the previous Mayor's task force workforce housing teachers, police, fire, all those types of things, that's our understanding of the intent for the use of this parcel and basically he just needed enough to be able to create a driveway, create that buildable lot and the intent is to serve a family member who is a teacher.

Commissioner Rivers said can you go to the slide that shows the parcels. Which one is the parcel in question?

Mr. Williams said it's the gray/green. It's a larger parcel, but this is just sort of that sliver. This is the whole parcel....this is the actual shape from the survey that he had proposed and then basically he would propose with these two is to subdivide these two lots to change the lot lines so he'd have the two lots that would be buildable, the one that exists currently and then the new sliver – the new lot would be buildable with that additional line modification.

Commissioner Rivers said can you go to the slide with the process.

Commissioner Rivers said when you are talking about publishing/advertisement for upset bids and you said you keep publishing, what is the process like the timeframe for clarity purposes.

Mr. Chambers said if there is an upset bid then we would republish and there would just be another 10 days, so it's until there's not an upset bid after 10 days. I'm going to throw this out there, I haven't thought about this too much, but I guess one possible option that the Board could consider is if the Town wanted to rezone that small area before he even bought it. Now that would obviously mean that this would be put on hold, but if the Town rezoned this small portion first to residential then at that point it takes away my concern about it being Corporate Business, so it might just be an option to consider and you might approve it now and it might be something worth talking to Emily, since I'm throwing this out on the fly, but just as an option because I see the Board wanting to possibly add that restriction.

Brian Richards, Planning Director, said we did speak with Ms. Sloop and her preference would be to do the sale and then rezone. Legally you can do either one, it's a preference.

Commissioner Bergsman made a motion to approve Resolution No. R-2024-18, authorizing the advertisement for upset bids to purchase a portion of 12928 S. Church Street, Huntersville, NC, 28078 with the amendment that Section 9 of the resolution is hereby amended to say if no qualifying upset bid is received after the initial public notice, the Board may accept the offer set forth above.

Commissioner Dumas seconded the motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 21.

Purchase Agreement – 14703 N. Old Statesville Road. Anthony Roberts, Town Manager, said obviously we know what property we are talking about, right here on the corner, Cashion's is what we are looking at, the gas station. *Refer to PowerPoint attached hereto as Exhibit No. 22.* I know there's a lot of questions here so I may just answer them as I go along and if you have some questions after the fact, because I know there's been some questions on transparency and the process, etc. Just remember this is starting that process. Nick probably wouldn't want me to buy his house right here in front of everybody and tell everybody he and I are negotiating what it may be, so you don't do real estate transactions right here at the dais. That's just fairly common sense.

This starts a process. If the Board decides to move this forward, obviously we have some due diligence to do. We'll go through our due diligence – typically that's Phase 1, Phase 2, may do some surveying, may do some drilling, all sorts of things like that just to do our due diligence, just like if I was to buy Nick's house I'd probably want to do some due diligence, see if the fence is over someone else's property line, those kind of things.

If we go through that process and do the due diligence and it comes back that everything seems to be okay.....I'm sure somebody's probably pulled the gas thing out of their car and spilled some gas on the ground and probably over the years dumped some oil on the ground. That's to be expected. But if we went out and found 10 or 15 dead bodies buried out there, that probably wouldn't be a good thing. We probably would not move forward with that transaction and thus we'd end this.

Through that due diligence, let's say we get back and everything seems okay, obviously we haven't put any money in here. I don't have any way to pay for it, so we'd have to come back to the Board for a budget amendment to be able to pay for it. The Board has to approve that budget amendment. If I had to guess I'm going to say the first meeting in August may be when we come back for a budget amendment as we're working through our due diligence. It may be a little bit later. We may need an extension. I don't know the exact date when that would come forward, but assuming everything was to work out then it would be sometime most likely in August that we would come back for that budget amendment and ask for the Board to vote on that. That's another step in the process.

We all know it's a gas station. We all know it has underground tanks. Right now, obviously they get inspected on a monthly basis. If the Board were to move forward with this transaction and we were to close on it, we would be removing those tanks. We'd tear down the building, similar to behind us where we're building Town Hall, there was a white building back there. We have to go through those inspections etc., tear down the building.

Someone had asked me would we potentially have to close down any portion of the road. Maybe if we get out there and have to dig up the concrete and things like that. The concrete is fairly close to the

edge of the road. We'd be working with DOT. I'm sure there would probably be some lane closures etc. if we get to that stage. I'm getting way ahead, but we'd work with DOT and they would try to do that at night or whatever has a minimal impact.

A question came up wasn't North State, right behind DPK where the apartments are, supposed to put in a turn-lane. Ultimately I'm going to say there was a condition actually on the paper.....maybe it was Note 15 or Condition 15.....so a TIA was done and pretty much any development with any type of magnitude anywhere in this vicinity is going to require improvements at this intersection. The intersection is failing. The town hall that we are building, the TIA requires us to look at a right-turn lane. If we move the town hall over here on the other green strip, we talked about that one time, most likely the same thing. We didn't get that far. The TIA would have required some improvements to this intersection. Anything with any magnitude is going to require some improvements there.

To get back to North State, they were supposed to buy Cashion's and put in a turn lane. Actually, what they did is put \$99,322.40 into an escrow account for a right-turn lane. That went with the plan approval. Think about it, there's no way North State could go over there and force Cashion's to sell it to them. Cashion's could say I want \$1 billion or whatever the number is. A private person can't force you to sell them their land. We as a Town cannot condemn on behalf of private developer. That is not a public purpose. But if we the Town wanted to condemn for road projects, what I would say public use, if we were to condemn for a road project or park land or something like that, I'm just throwing out some ideas, then ultimately yes, we could do a condemnation. This is not a condemnation process. This is where we are actually looking at purchasing.

You heard me say that town hall behind us, the TIA does require a right-turn lane. I'm going to mix some other things in this because I know these type things will come up. The Gilead Road project is a project that's on the DOT list that's looked to be widened where the 21 project stops basically at the post office and bring it on through this intersection, we'll say roughly on past town hall here, roughly to the railroad tracks. Well that widening in the 13 to 15 iterations we looked at, I can't remember, we actually spent town money to look at other options, that widening would blow out a couple of buildings or either take off pieces of buildings, possibly some homes if you do the roundabout up near where the Hallman house is, so it would take out some structures there too. We have been analyzing that at staff level. We tried to look at other options. There is no good option. We are probably going to come back to the Board in coming months to say do we really want DOT to move forward with the Gilead Road project and tear down possibly 760, take out the Cashion's, maybe take out a couple of houses, maybe even possibly a portion of DPK, maybe even this building, so obviously staff is not in support of that. Planning staff does not even want turning lanes, however those are required per the TIA, so what I would tell you is we will probably be coming back sometime in the near future and we have to make some decisions on those road projects that have impacts on quite a few properties, but we can't waive that requirement for us yet until we sort of think about some.....it would be hard for me to waive the Town's turn lane. That probably wouldn't look too good. We've got to think through those projects as we're moving forward.

The other thing I would say about Cashion's, one thing we're looking at, if we were to move forward with that, we need a good greenway crossing, too. We would probably look at some type of multi-purpose 10', 12' wide path come up 115 and cross at the light because it's a signalized intersection, seems to make sense, so those are the things that we would look at if we were to purchase this property and then do we have any thoughts or ideas for the property right now. Obviously, we haven't decided is it a one-story building, is it a grass strip, is it a restaurant. I don't know yet. That would be something that this Board and future boards would have to make that decision. What I do think would happen is

that if we move forward with it, we would probably do some type of RFP type process just like what we would probably do on the grass strip, just like we sort of did on 760. That's how 760 is there. That was the upset bid process like we talked about earlier and the proposals kind of came with ideas. We actually rejected the highest bid because it wasn't the right use that we wanted and ended up doing a deal with 760.

I know I've rambled a lot here, but we are talking about transparency, we talked about process, etc. This is a process this has to go through and there are many steps to continue to move this forward. The Board may get to a point and say we don't want to move forward with this, and if so, so be it, but there's a lot of things in play on this corner and we're going to have to make some tough decisions in what I would say the next three months on major road widenings, whether to do them or not, which will tear down quite a few buildings if we move forward with it. I'll stop there. You may have some other questions, but I tried to hit or anticipate questions that you may ask.

Commissioner Dumas said I just want to make sure it's clear that this is Step 1 of the process. I had a lot of questions this weekend about when it says consider you guys are voting on something before you've talked about it, right, like so we haven't had the opportunity to talk about this publicly yet. This is our public comment opportunity, our time to talk about it right now and just because if we vote on this now doesn't mean we are committed to purchasing and moving forward all the way through this process. We can change our minds at any point this is just yes, let's look into it right now.

Mr. Roberts said that is correct. I have to do some due diligence to talk about some of those things that I talked about earlier, so we need to do due diligence. We'll come back with the information to let you know if we found anything and then ultimately you'll make a decision on if we will continue to move forward. Plus, with all those other items that are out there that I mentioned – road projects, turn lanes, that are out there on future development etc. that we need to sort of analyze and think about all that as we move forward.

Commissioner Dumas said I think this is a really exciting step. I know a lot of us are really excited about the opportunity of bringing business to downtown and this is kind of like Step 1 to that. I'm really excited about this first step. How would we pay for this?

Mr. Roberts said multiple ways we could pay for it, but we did receive \$3.2 million from the state - \$200,000 of that was sort of allocated for the fire department. We've already spent that money, obviously, as we continue to transition the fire department. And then there was \$3 million for capital and equipment. We've spent roughly \$500,000 I think that was a budget amendment back a couple of months ago that came before the Board. We spent roughly \$500,000 on the northern and southern roundabouts to do improvements in those roundabouts, everything from Town signage, walls to landscaping, all of the above for those two roundabouts and I don't remember the exact date, don't hold me to the exact date, but there was a budget amendment that came before this Board to use part of the money. There's \$2.5 million left, so we could, if we so choose, we have not done that yet, if the Board so chooses, we could potentially use those funds for that purchase. You don't have to, obviously we can just pull it right out of Fund Balance. There's multiple different ways you could fund it, but that is an option.

Jackie Huffman, Deputy Town Manager, said this is Step 1. You didn't provide for this in the FY25 budget and so until you allocate a funding source, a balanced budget, to allocate to pay for the land and what your funding source is, we couldn't move forward. This is a step, you are agreeing to look into the due diligence to do it, but you do your due diligence, you decide you don't want it, you back out. Until

you provide the funds in the budget to do it, I'm not convinced that you are going to press forward with it, so this is one of many steps that will need to occur and that budget amendment will be providing a funding source, so we'll discuss it and do a budget amendment for whatever source you tell us is your preferred source.

Commissioner Quarles said there was some chatter saying that had you heard a Board member discuss this purchase. Is it ethical for a Board member to discuss real estate or legal prior to it happening, just for clarity.

Jacob Chambers, Staff Attorney, said to discuss it at what point, just like with somebody.

Commissioner Quarles said let's say before we got to the consideration.

Mr. Chambers said yes.

Commissioner Bergsman said I'm cautiously excited about this, but I've got two questions and one there is an aspect I'm a little bit uncomfortable with and that's with the cost associated with removing the tanks and any remediation of the soil or groundwater in that area.

Mr. Roberts said we'll get some estimates during the due diligence period, but that is all on the town. Obviously, I don't know exactly what everything is buried under the ground, but those are things we would be seeking outside agency funds on.

Commissioner Bergsman said so there's a possibility that the Town could receive like a grant or other kind of outside funding to help pay for that component.

Mr. Roberts said there is and as part of due diligence we'll be sort of tracking some of that down to see what options are available out there for that.

Commissioner Bergsman said the only other question I had was actually in regards to the TIA conversation with North State. Say this moves forward and is purchased, and this is all hypothetical, but then we also decide against the widening of the road, that there's not going to be a right-turn lane. Do we forfeit that escrow money or what happens to that \$99,000?

Mr. Roberts said I'm sure we haven't had that discussion yet because the turn lane has been.....one we have to decide whether we are going to move forward with a turn lane and that's stuff we'd have to sit down with Emily and Jacob on to figure out if this is what we want and we don't want any more improvements here to widen out, take out buildings, that's a policy decision we'll have to come back to the Board on. Let's just say you do move forward with that, then I would imagine that the \$99,000 because we are not using it for the purpose it was put there for, we would not accept that \$99,000. Jacob may say otherwise or Brian, but if the purpose for it is for a turning lane and we do not move forward with a turning lane, I would assume those funds could not just be used unless they decided to say yes, you could use it for something else.

Mr. Chambers said that's my first thought as well. I haven't looked into it, but that would be my assumption as well.

Mayor Pro Tem Hunt said I support moving forward with this. We are not purchasing anything tonight, but this is moving forward with the process and it helps us change the face of our downtown, which I think some people are hungry for and so I'm excited to see what comes next.

Commissioner Quarles made a motion to approve the purchase agreement to acquire approximately 0.350 acres located at 14703 N. Old Statesville Road, Huntersville, NC 28078, known as Cashion's.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

Resolution to Approve Agreement for Purchase and Sale of Real Property attached hereto as Exhibit No. 23.

Board of Adjustment Appointments. The Board of Adjustment is made up of seven regular members and three alternate members. This Board only hears quasi-judicial hearings for Zoning Variance and Appeal requests. We have received eight applicants for the following four expiring seats (with new terms ending June 30, 2027):

- Peter Jacobson (Town Seat 2) - has served one term and is eligible for one additional term (and would like to be considered for reappointment)
- Jonathan Bradshaw (Town Seat 1) - has served one term and is eligible for one additional term (and would like to be considered for reappointment)
- Christopher Price (Town Seat 4) - has served one partial term and is eligible for two additional terms (and would like to be considered for reappointment)
- Kimberle Burton (ETJ Seat 1) - has served one 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

Mayor Pro Tem Hunt called for nominations for Town Seat 1.

Commissioner Rivers nominated Jonathan Bradshaw.
Commissioner Walsh nominated Jonathan Bradshaw.
Commissioner Dumas nominated Jonathan Bradshaw.
Mayor Pro Tem Hunt nominated Jonathan Bradshaw.
Commissioner Quarles nominated Jonathan Bradshaw.
Commissioner Bergsman nominated Jonathan Bradshaw.

Commissioner Rivers made a motion to appoint Jonathan Bradshaw to Town Seat 1 of the Board of Adjustment.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

Mayor Pro Tem Hunt called for nominations for Town Seat 2.

Commissioner Bergsman nominated Peter Jacobson.

Commissioner Quarles nominated Peter Jacobson.

Mayor Pro Tem Hunt nominated Peter Jacobson.

Commissioner Dumas nominated Peter Jacobson.

Commissioner Walsh nominated Peter Jacobson.

Commissioner Rivers nominated Peter Jacobson.

Commissioner Rivers made a motion to appoint Peter Jacobson to Town Seat 2 for the Board of Adjustment.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

Mayor Pro Tem Hunt called for nominations for Town Seat 4.

Commissioner Rivers nominated Christopher Price.

Commissioner Walsh nominated Christopher Price.

Commissioner Dumas nominated Christopher Price.

Commissioner Quarles nominated Christopher Price.

Commissioner Bergsman nominated Christopher Price.

Mayor Pro Tem Hunt nominated Christopher Price.

Commissioner Rivers made a motion for Christopher Price for seat 4 of Board of Adjustment.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

Mayor Pro Tem Hunt said the last seat is for someone to be in the ETJ but none of our applicants are in the ETJ, is that correct.

Brian Richards, Planning Director, said yes. We will continue to search and do our best to try to recruit somebody. If you know anybody that lives in the ETJ and they're interested, please have them send their application in.

Planning Board Appointments. The Planning Board is made up of 9 members. We have received 29 applicants for the following three expiring seats (with new terms ending June 30, 2027):

- Frank Gammon - has served two full terms and is not eligible for an additional term

- Scott Hensley - has served one partial and one full term and is eligible for one additional term (and would like to be considered for reappointment)
- Jay Henson - has served one partial term and is eligible for two additional terms (and would like to be considered for reappointment)

Mayor Pro Tem Jen Hunt expressed appreciation to Frank Gammon for his service on the Planning Board.

This time I'm going to ask for all three of your applicants.

Commissioner Bergsman said are we able to have two Planning Board members that live in ETJ on the Planning Board.

Jacob Chambers, Staff Attorney, said the statute specifically says that there must be at least one resident, so it is fine to have more than one.

Mayor Pro Tem Hunt said we had 29 applicants. There's so many really wonderful applicants and so just understand that your competition was a little stiff, so thank you to everyone for applying and if you are not appointed this time, don't give up, you can apply for another seat at some other time in the future.

Mayor Pro Tem Hunt called for nominations.

Commissioner Bergsman nominated Jay Henson, Scott Hensley, Michael Pollard.

Commissioner Quarles nominated Jay Henson, Scott Hensley, Michael Pollard.

Mayor Pro Tem Hunt nominated Scott Hensley, Jay Henson, Michael Pollard.

Commissioner Dumas nominated Scott Hensley, Jay Henson, April Dunn.

Commissioner Walsh nominated Jay Henson, Scott Hensley, Michael Pollard.

Commissioner Rivers nominated Scott Hensley, Jay Henson, Michael Pollard.

Commissioner Quarles made a motion to appoint Jay Henson, Scott Hensley and Michael Pollard to the Planning Board.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

CLOSING COMMENTS

Commissioner Rivers said I want to thank everyone for checking in on me last meeting. I was under the weather. Last month the Town of Huntersville, as well as Cornelius and Davidson, participated in the Affordable Housing Awareness Month in conjunction with Habitat for Humanity. I want to commend our Town staff, as well as our Town Board. Thank you all so much for your participation, for showing up, for being present, and for showing our town that you care about the residents. Habitat for Humanity sends their gratitude and their sincere thanks to each and every one of you that took part in all of the activities last month. Also, I wanted to say this, on this Wednesday our Town offices are closed due to a federal holiday – the Juneteenth holiday. Just recently Juneteenth became a federal holiday and what people fail to realize is Juneteenth was really the actual date of true freedom for everyone. When the Emancipation Proclamation was signed by Abraham Lincoln, it wasn't until 2-1/2 years later that all enslaved African Americans became free. I want us to remember this from Dr. Peter Marshall, "May we

think of freedom, not as the right to do as we please, but as the opportunity to do what is right.” Let us continue to serve together and remember that freedom is a natural born right.

Commissioner Dumas said I just wanted to reiterate the proclamation from Mayor Clark who was not able to be here this evening. I just want to say Happy Pride Month to everybody out there and if you’d like us to consider an application to put on a pride celebration, there’s still time, so please come to us.

Commissioner Quarles said I didn’t know if I was going to discuss transparency or why do we agree so much up here, but I guess since Town Manager Roberts mentioned transparency so much tonight, I’m just going to touch on transparency a bit. We hear a lot about that this Board ran on transparency. We hear that this Board isn’t being transparent or from this group of commissioners up here we question when we have our talks what is being transparent or what does a small group want. Transparency isn’t having a friend on the Board and leaking legal or real estate information to our peers. That’s not transparency. We are a very transparent Board. We’re also very ethical. Being transparent is when we see something or learn of misleading information, especially when that information may hinder our public safety, our road improvements or economic development, it is our job to go to our amazing staff to seek truth, to seek clarity and then professionally address those issues from the dais versus an individual post, email or phone call. When we say something is misleading rhetoric, we are being transparent, but when we do that, we hear that that’s not what I wanted to hear. Let me put it like this, if someone posts an accusation and if a Board member reaches out to that same person via phone call to discuss that accusation, would you call it transparent if that Board member says from the dais that he or she reached out to that person and he or she refused to talk to that Board member, is that being transparent. Let’s collaborate and all work together. Stop hiding behind the keyboard because we know who you are or should we really be transparent. Come to our Board meetings. Use your three minutes. Address your concerns and your questions to us. You’re part of 65,000, but being divided only separates us versus making us one. We are all one Huntersville.

Commissioner Bergsman said first I wanted to wish everyone a happy Juneteenth. I will be out of town this weekend so I am going to miss the event at the Waymer Center, but I wanted to make sure the information was out there. I encourage everyone to attend the Juneteenth Celebration that will be happening on Sunday from 1 p.m. to 4 p.m. I also want to wish Huntersville a happy Pride Month and I want to send a special message of thanks to Crafty Beer Guys for hosting a pride celebration and fundraiser this past Saturday for Timeout Youth. It was great to see support for our LGBTQ+ youth here in Huntersville.

Mayor Pro Tem Hunt wished everyone a safe and happy 4th of July.

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

Approved this the ____ day of _____, 2024.



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Jackie Huffman, Deputy Town Manager

Subject: Interlocal Cooperation Agreement for Fire Protection Services

EXPLAIN REQUEST:

Approve interlocal agreement with Mecklenburg County for Fire Protection Services

ACTION RECOMMENDED:

Approve Resolution

FINANCIAL IMPLICATIONS:

Results in fire ETJ revenue to the Town.

ATTACHMENTS:

1. Town of Huntersville Fire Service
2. Exhibit A - Map HuntersvilleVFD_2024



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO APPROVE THE INTERLOCAL COOPERATIVE AGREEMENT FOR FIRE PROTECTION SERVICES

Resolution No. R-2024-24

WHEREAS, North Carolina General Statute §160A-461 authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the Town of Huntersville ("Town") and Mecklenburg County ("County") have previously entered into interlocal agreements for the provision of fire protection services to unincorporated areas within the Town's sphere of influence; and

WHEREAS, the Town of Huntersville and Mecklenburg County wish to renew the Interlocal Agreement according to the terms set forth therein.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town of Huntersville Board of Commissioners hereby approves the Interlocal Agreement, attached hereto as Exhibit "A" and incorporated herein by reference.
2. The Mayor of the Board of Commissioners, the Town Manager, and the Clerk to the Board are hereby authorized to sign all necessary documents on behalf of the Town in order to effectuate this transaction.
3. This Resolution shall be reflected in the minutes of the Town of Huntersville Board of Commissioners.
4. This resolution shall become effective upon adoption.

Adopted this 16th day of July, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



State of North Carolina

County of Mecklenburg

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July 2024 by and between **Mecklenburg County**, a political subdivision of the State of North Carolina, hereinafter referred to as the "County", and the **Town of Huntersville**, a North Carolina municipal corporation, hereinafter referred to as the "Town".

Identification:	Town of Huntersville
Address:	PO Box 664 Huntersville, NC 28070
Telephone:	704-875-6541
Contact Person:	Anthony Roberts
Term of Contract:	7/1/24 – 6/30/25

RECITALS:

- A. WHEREAS, North Carolina General Statute §153A-233 provides that a county may maintain a fire department and provide financial assistance to incorporated volunteer fire departments (VFD) and may contract for fire-fighting or prevention services with counties, cities, or other units of local government, and may for these purposes appropriate funds not otherwise limited as to use by law; and
- B. WHEREAS, the Mecklenburg Board of County Commissioners has established fire protection service districts that cover the entire unincorporated area of Mecklenburg County and has levied a property tax for every fire protection service district for the purpose of funding fire protection services in the unincorporated area of Mecklenburg County; and
- C. WHEREAS, the Town agrees to contract with the County to provide fire protection services in the area that is within the portion of unincorporated Mecklenburg County which is in the sphere of influence of the Town as shown on the map attached hereto as Attachment A (such area referred to herein as the "District") by exercising the power granted to the County by N.C.G.S. 153A-233 to maintain a fire department and/or to provide financial assistance to incorporated volunteer fire departments in the unincorporated area of Mecklenburg County; and
- D. WHEREAS, the County and Town desire to enter into this Agreement for the Town to furnish fire protection and emergency services for and within the District using either a municipal fire department, or by contracting with one or more incorporated volunteer fire departments that meet the criteria set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto contract and agree as follows:

SECTION 1. USE AND AMOUNT OF SERVICE TAX LEVIED

The Mecklenburg Board of County Commissioners has agreed to levy and collect a tax each year on all taxable property within District. The amount of such fire protection service district tax levy shall be determined by the Board of

County Commissioners from year to year and maintained by the County in a special fund as provided by law and more specifically set out in Section 2 hereunder. Out of this fund, the County shall, to the extent of the taxes collected hereunder, provide funds for fire protection services for the District by appropriating funds for fire protection services to the Town. For each fiscal year, the funds provided to the Town from the fire protection service district tax fund shall be based on the request submitted by the Town to the County and as approved by and deemed necessary by the Board of County Commissioners for furnishing fire protection services within the District. The Town will recommend a tax rate for the District based on their annual budget assessment as it relates to the projected tax rate for fire protection services within the Town.

Fire protection services district tax funds levied and collected by the County and paid to the Town by the County shall be used solely for fire department operations, fire protection and emergency services in the District and other areas of response as dispatched and to meet the standards established by this Agreement.

SECTION 2. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE TAX

A separate account will be maintained by the County for the receipts from the property tax levied for the District. Any fire protection service tax district revenues collected annually in excess of the approved total appropriations shall be maintained in the separate account established by the County and held for appropriation in future fiscal years to fund fire protection services in the tax district from which collected. The Mecklenburg County Fire Commission shall make recommendations to the Board of County Commissioners for distribution of these revenues.

The County will pay the approved total appropriations, up to the amount of taxes collected, to the Town in equal monthly payments on the last day of each month.

SECTION 3. PAYMENT PROVISIONS

1. Amount payable each month: \$208,357.91
Annual payment for Fire Protection Service: \$2,500,295
2. Submit monthly invoices via electronic format to the email address:
LUESA.invoices@mecklenburgcountync.gov. Each invoice shall provide a certification of the hours during which qualified staff were available for response to calls for service. For every hour in which staffing levels per Section 11.D. of this agreement were not met, the invoice will be reduced by \$20.00 per hour per staff member.
3. Electronic invoices must be submitted in accordance with the following privacy and security requirements:
 - a. The Service Provider shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
 - b. Electronic exchange of confidential information, including any email which will include invoices, billing information, employee or administrative data, or any information regarding the delivery of services, must be sent and received via encrypted methods.
4. Payment will be made via electronic funds transfer.
5. Town will submit an invoice by the fifth (5th) of each month. The total amount paid under the terms of this Agreement shall not exceed the maximum amount payable in #1 above.
6. The first invoice will be due no later than August 15, 2024, for services rendered from July 1st through July 31st of the current year and will be paid providing the contract has been fully executed.

7. Upon receipt, the invoice will be validated and verified for accuracy and submitted to Finance for payment. Incorrect invoices will be clarified with Town with corrections/changes made on a revised invoice.
8. The date of the revised invoice will be considered as the original date of the invoice.
9. County will authorize approved amounts to be paid to Town.
10. Failure to send requests to the appropriate person may result in payment being delayed beyond thirty (30) calendar days.
11. For services rendered from June 1st through June 30th of the previous year, the invoice will be due no later than July 5th of the current year. Late billings must be submitted for payment no later than sixty (60) calendar days from the date of service. If billing is over (60) calendar days, the County may deny payment.

SECTION 4. SERVICES FURNISHED BY TOWN

The Town will furnish fire protection and other emergency services twenty four (24) hours per day, seven (7) days per week, 365 days per year as determined and approved by the Town's governing body and as contracted for by the County within the District and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the District, or shall contract with one or more incorporated volunteer fire departments to provide such services. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with Section 16 of this Agreement. The Town shall furnish said fire protection in the District without charge (other than the service district tax funds) to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Town from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services exceeding the scope of this Agreement for a fee. This provision shall not prohibit the Town from billing for certain services, including but not limited to hazardous materials mitigation responses nor shall this provision prohibit the Town or volunteer fire departments from additional fundraising, memberships dues or similar funding.

SECTION 5. BOOKS AND RECORDS

The Town shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds subject to this Agreement and an inventory of all equipment purchased with County tax funding (it being acknowledged and agreed that the Town is not required to maintain separate accounting for fire and emergency related services provided within the Town corporate limits and outside the Town corporate limits). The County may inspect the financial books and records of the Town at reasonable times during regular business hours of the Town during the Term of this Agreement for up to three (3) years after the end of the Term of the Agreement. The Town agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County.

SECTION 6. AUDIT

The Town shall provide to the County an audit and accompanying management letter prepared in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event that the audit or management letter reveals any reportable and/or material issue(s) related to Town fire operations, including those provided in the District, with regard to compliance with generally accepted accounting principles, the Town shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the County on progress made in resolution of each issue.

SECTION 7. DECISION MAKING PROCESS OPEN TO PUBLIC

The Town acknowledges that it is a public body subject to the provisions of N.C.G.S. Chapter 143, Article 33C and agrees to comply with all provisions of said statute in conducting any decision-making process required by the terms of this Agreement.

SECTION 8. NOTICE OF FAILURE TO MAINTAIN DELIVERY OF SERVICES

In the event that the Town's governing body determines that the Town is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteers, part-time or full-time members, or other reasons for loss of ability to deliver services, the Town shall immediately so notify the County.

SECTION 9. TOWN'S USE OF FUNDS

The Town shall use the funds subject to this Agreement in accordance with the annual Town Budget. This budget may be amended by the Town within the approved total appropriations made available by this Agreement. All service tax funds provided by the County to the Town must be used for furnishing fire protection and emergency services within said District. For each year of the term of this Contract and as part of each parties' annual budget process, the Town Manager and County Fire Marshal shall agree in writing to a mutually agreeable method to demonstrate compliance with this Section.

SECTION 10. INSURANCE AND INDEMNIFICATION

The Town and its contracted VFD shall obtain and keep in force during the term of this Agreement the following minimum insurance coverage. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and Workers' Compensation. Coverage shall be maintained continuously during the term of this agreement. The Town shall be responsible for purchasing or assuring the provision of such insurance coverage for both regular employees and volunteers.

- A. **Worker's Compensation**: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim.
- B. **Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions**: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

The County shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this contract. The county shall be designated as Certificate Holder on the Certificate of Insurance.

- C. **Business Auto Policy**: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.
- D. **Management Liability/Directors and Officers Liability**: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
- E. **Umbrella Liability**: Coverage with limits of \$2,000,000.00. Coverage shall excess the underlying auto liability, employer's liability, general liability including Medical Malpractice and Errors and Omissions liability. There shall not be any "drop down deductibles" in areas where underlying coverage is not required but the Umbrella Policy provides coverage.
- F. **Fidelity Bonds**: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

To the extent permitted by law, the Town shall indemnify and save harmless the County, its officers, agents, and employees from and against all loss, cost, damages, expense and liability caused by accidents or other occurrence resulting in bodily injury, including death, sickness and disease to any person arising directly or indirectly from the negligence of the Town in performance of its obligations under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

SECTION 11. STANDARDS OF PERFORMANCE.

- A. The Town shall furnish fire protection and emergency services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Office of the State Fire Marshal, the North Carolina General Statutes, and other pertinent federal, State and County laws, regulations and standard.
- B. The Town shall annually furnish documentation to the County certifying and/or verifying that the Town fire department or volunteer fire department servicing the District is in compliance with the minimal ISO performance standards, as well as the rules and regulations, as set forth by the North Carolina Department of Insurance, the North Carolina Office of State Fire Marshal, and the North Carolina General Statutes.
- C. Fire Department shall provide County an accounting of all equipment purchased with tax dollars during a fiscal year by the last day of each fiscal year.
- D. Fire Department shall maintain 4 qualified personnel available for response 24 hours per day, 7 days per week, 365 days per year.

SECTION 12. RELATIONSHIP OF PARTIES

The County and the Town agree that the Town shall operate and act as an independent contractor of the County, and the County is in no way responsible for the administration and supervision of the officers, employees, subcontractors, and agents of the Town, which persons it is agreed are not the officers, employees, subcontractors, and agents of the County.

SECTION 13. TERM OF AGREEMENT

This agreement shall become effective as of July 1, 2024, and shall automatically renew from fiscal year to fiscal year unless terminated by either party in accordance with Section 15 of this Agreement or replaced with a new contract in the future.

SECTION 14. NON-ASSIGNABILITY

This Agreement may not be transferred, assigned, or subcontracted by the Town without the prior written consent of the County.

SECTION 15. TERMINATION

This Agreement may be terminated in the following manner:

- (a) By either party for breach that has not been cured within thirty (30) days after written notice of the breach;
- (b) At any time by mutual consent; and
- (c) By either party without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the date of termination. Failure of the Town and the County to agree on the level of funding (or the Town Budget) for fire protection and emergency services

shall require at least ninety (90) days' notice to terminate if the County provides at least the same level of funding as provided during the previous fiscal year.

SECTION 16. AMENDMENTS

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective.

SECTION 17. NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax as follows:

To the County: See **CONTRACT SUMMARY B2a.**

To Town: See **CONTACT SUMMARY B1a.**

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective as noted below:

A. Area to be served in Mecklenburg County is as identified on the attached Map (see Attachment A).

B. Agreement Identification:

1. Town

- a. Name of Agreement Administrator: Anthony Roberts
- b. Telephone Number: 704-875-6541
- c. E-mail: aroberts@huntersville.org
- d. Fax:
- e. Name of Program Contact: Same as above
- f. Telephone Number:
- g. E-mail: Fax:
- h. Name, Location, and Mailing Address: PO Box 664, Huntersville, NC 28070
Same as above.
- i. Status: ☒ MUNICIPALITY
- j. Federal Tax Identification Number: 56-6001252

2. County

- a. Name of Agreement Analyst: Brian Lowman
- b. Telephone Number: 980-314-2418
- c. E-mail: Brian.Lowman@MecklenburgCountyNC.gov
- d. Fax:
- e. Name of Program Manager: Stephanie Prioleau
- f. Telephone Number: 980-314-3025
- g. E-mail: Stephanie.Prioleau@MecklenburgCountyNC.gov
- h. Fax:
- i. Address of Department: 2145 Suttle Avenue Charlotte, NC 28208

SECTION 18. MISCELLANEOUS MATTERS

A. Pursuant to NCGS §143-133.3 and NCGS § 64-26(a), any “employer” that transacts business in North Carolina and employs 25 or more employees in this State entering into a contract with Mecklenburg County is required to verify the work eligibility status of all newly hired employees through the E-Verify program.

B. **IRAN DIVESTMENT ACT PROHIBITION.** Each party of this agreement represents to the other party that as of the date of this Contract or purchase order, that they are not currently listed on the Final Divestment List created and maintained by the North Carolina State Treasurer pursuant to G.S.143-6A-4. Further, pursuant to G.S. 143C-6A-5(b), Town further agrees to notify the County Procurement Department if at any time during the term of this agreement, it is added to the "List." The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/iran.

C. **E-VERIFY, FMLA, ADA, OSHA.** Both parties agree to make themselves aware of and comply with, and cause their subcontractors to comply with all federal, state, and local laws, regulations and ordinances relating to the performance of this Agreement or to the Services delivered hereunder, including without limitation, E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes), Workers’ Compensation, the Fair Labor Standards Act (FLSA) the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and Occupational Safety And Health Administration (OSHA). The Town further agrees to obtain all verifications, permits and licenses applicable to the performance of this Agreement. If any violation of this section has occurred or does occur, the violating party will indemnify and hold harmless the non-violating party from all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

D. **COMPANIES THAT BOYCOTT ISRAEL LIST.** With the execution hereof, the parties to this agreement certify to each other that they are not one of the companies that Boycott Israel List created by N.C State Treasurers pursuant to N.C.G.S § 147-86.80 and will not contract with anyone on such list in performance of the work hereunder.

E. **Contractor Certifications Required by North Carolina Law.** The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

1. **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
2. **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - a. Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - b. [check **one** of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
3. **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
4. The undersigned hereby certifies further that:
 - a. He or she is a duly authorized representative of the Contractor named below;
 - b. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - c. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers as of the day and year first above written.

TOWN OF HUNTERSVILLE

BY: _____
Mayor or Town Manager

Attest:

BY: _____
Town Clerk

Approved as to Form

Town Attorney

Huntersville VFD
Station 1 - 110 S Old Statesville Rd
Station 2 - 15600 Beatties Ford Rd
Station 3 - 13423 Eastfield Rd
Station 4 - 8826 McIlwaine Rd

Legend

+

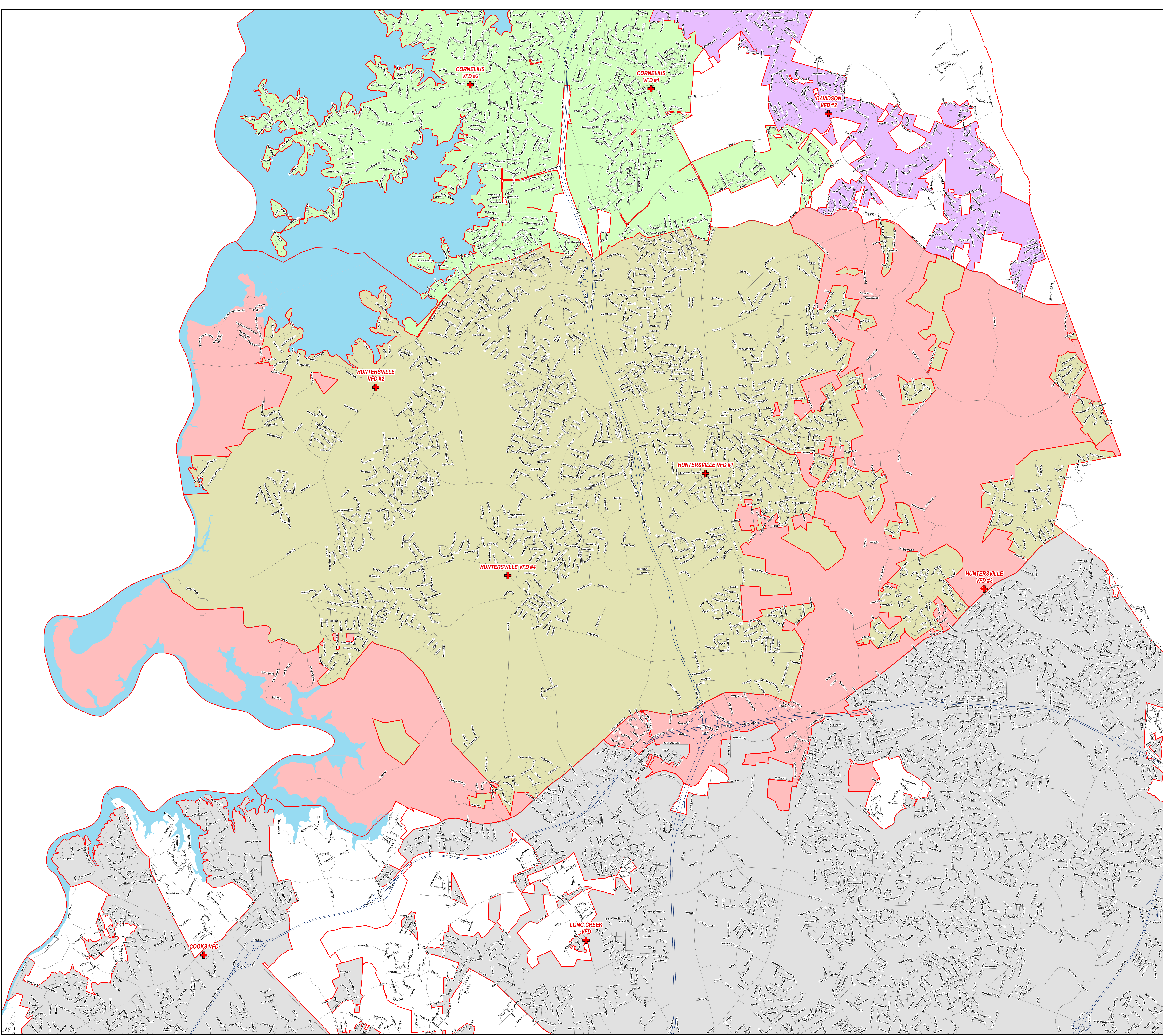
 VFD Stations

VFD Boundaries

VFD Areas:

Huntersville

Huntersville Rural



GIS

Geospatial Information Services

N

0 2,000 4,000 6,000 8,000

Feet

Scale: 1in = 2000ft

Map prepared by Jamie Metz (Geospatial Information Services)
July 11, 2024



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Resolution to acquire property - CMS HWY 115 Sidewalk project.

EXPLAIN REQUEST:

Right-of-way and/or easement acquisition is necessary for the construction of the CMS - HWY 115 Sidewalk project. The affected parcels include: 01705112, 01705114, 01705111, and 01705117.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. Resolution-CMS 115 SW



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACQUIRE RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE CMS - HWY 115 SIDEWALK PROJECT

Resolution No. R-2024-23

WHEREAS, the Town of Huntersville (the "Town") has determined that the acquisition of fee title right of way, and/or easements is necessary to the delivery of the CMS – HWY 115 Sidewalk Project; and

WHEREAS, the Town finds that such title, rights-of-way, and easements, including existing public rights-of-way and easements, are for a public use and necessary for the construction of the CMS – HWY 115 Sidewalk Project; and

WHEREAS, the statutory powers of the Town include the power to acquire real property (N.C.G.S. §160A-11 and §160A-240.1), including the power of eminent domain (N.C.G.S. Chapter 40); and

WHEREAS, to meet said defined project delivery schedule, property acquisition process should begin no later than July 2024; and

WHEREAS, the Town's proposed property acquisition process for the CMS – HWY 115 Sidewalk Project will comply with applicable federal and state requirements; and

WHEREAS, the Town has certified that the parcels ("the Property"), represented on Exhibit A, are needed for the CMS – HWY 115 Sidewalk Project.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board approves and authorizes the acquisition of the necessary fee title, rights-of-way, and/or easements affecting the parcels described on Exhibit A at a price not to exceed that determined by the appraisals described in the Proposal for Real Estate Acquisition Services by a Professional Property Acquisition Firm and permitted Administrative Adjustments for Right-of-Way Acquisition. No further action is required by this Board to authorize the acquisition.
2. In the event any of the parcels or interest in Exhibit A cannot be acquired by negotiations at the price authorized above, the Town Manager, through counsel, may institute and pursue acquisition by the process of Eminent Domain according to the procedures contained in Chapter 40A, including but not limited to, giving notice of intent to the property owner, executing and filing a complaint and declaration of taking and depositing the necessary appraised value amount with the Clerk of Superior Court of Mecklenburg County.
3. The Town Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
4. This Resolution shall be effective as of the date of its adoption.

Adopted this 16th day of July, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A - PARCEL INDEX
CMS – HWY 115 Sidewalk Project

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	017-051-12	The Charlotte-Mecklenburg Board of Education
2	017-051-14	The Jin Wang and Futong CUI Revocable Trust
3	017-051-11	Ford Gentry LLC
4	017-051-17	Ford Gentry LLC



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Barry Graham, Chief of Police

Subject: Resolution - Service Firearm

EXPLAIN REQUEST:

Lieutenant Adrew Dempski has made a request to be awarded his service firearm upon his retirement. NCGS 17F-20 outlines the process to award a service firearm to a retiring law enforcement member, which includes the adoption of a resolution by the governing body.

ACTION RECOMMENDED:

Adopt Resolution

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

None



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO APPROVE THE AWARDING OF A SERVICE FIREARM TO A RETIRING LAW ENFORCEMENT MEMBER

Resolution No. R-2024-25

WHEREAS, in accordance with North Carolina General Statute §17F-20, the Governing Board of a law enforcement agency shall award a retiring law enforcement member his or her badge and may, in its discretion, award the member's service firearm; and

WHEREAS, Lieutenant Andrew Dempski has made an official request to be awarded his service firearm upon his retirement; and

WHEREAS, the Town of Huntersville Board of Commissioners (the "Board of Commissioners") has determined that Lieutenant Dempski is not ineligible to own, possess, or receive a firearm under the provisions of state or federal law; and

WHEREAS, the Board of Commissioners desires to honor Lieutenant Dempski for his service to the Town as a law enforcement member by awarding him his service firearm, a Glock Model 45, Serial Number CBKZ824, for the price of \$1.00.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners has determined that Lieutenant Dempski is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law.
2. Pursuant to G.S. §17F-20, the Board of Commissioners hereby awards Lieutenant Dempski his service firearm, a Glock Model 45, Serial Number CBKZ824, for the price of \$1.00.
3. The Town Manager and Town Attorney are hereby authorized to take necessary actions and to execute such documents as may be necessary to complete this Resolution.
4. This Resolution shall be effective as of the date of its adoption.

Adopted this 16th day of July, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: North Mecklenburg Park Splash Pad Signage Budget Amendment

EXPLAIN REQUEST:

Appropriate Signage revenue (103515.9999) in Parks and Recreation for \$2,500 to non-capitalized equipment (106200.0280) for an aquatic wheelchair for the new splash pad at North Mecklenburg Park.

ACTION RECOMMENDED:

Approve budget amendment.

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: Budget Amendment - AED's

EXPLAIN REQUEST:

Appropriate Signage revenue (103515.9999) in Parks & Recreation for \$5,000 to non-capitalized equipment (106200.0280) for an AED at both Veterans Park and Rosedale Nature Park.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager
Emily Sloop, Town Attorney

Subject: Purchase Agreement 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. The Town authorized the upset bid process to sell this property on June 17, 2024. The notice of upset bid was advertised on June 20, 2024. No upset bids were received. The Town may now award the bid to the highest overall bidder or reject all bids.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

Town expects to receive \$30,000 as a result of this transaction.

ATTACHMENTS:

1. Real Estate Legal doc's SM Final

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)

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 July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: David Lucore, Electric System Manager

Subject: Contract for Goods for Hwy 21 Feeder Project from Border States

EXPLAIN REQUEST:

Bids for materials for the Hwy 21 Feeder Project were solicited, Border States was the successful bidder for Schedule I - Pad Mount Switchgears; Schedule II - Conductors; Schedule III - Connectors and Terminators; and Schedule IV - Pads, Pedestals and Boxes. These materials are needed to complete an electric feeder along Hwy 21 to alleviate an overload condition on Delivery 1 and provide redundancy between Delivery 1 and Delivery 2.

ACTION RECOMMENDED:

Approve Contract for Goods for Border States to purchase materials for Hwy 21 Feeder Project.

FINANCIAL IMPLICATIONS:

Border States - \$558,139.98

ATTACHMENTS:

1. Hwy 21 Tie Material Bid Tab
2. Border States Signed Contract 2024-07-08

BID TABULATION
Material for Hwy. 21 Tie Line Project

Town of Huntersville
Huntersville, North Carolina

Date: March 19, 2024
Time: 2:00 PM, EDST

<u>Bidder</u>	<u>Border States Greenville, SC</u>	<u>WESCO Clayton, NC</u>	<u>Sunbelt Solomon Temple, TX</u>	<u>JCL Energy Sharon, PA</u>	<u></u>
<u>Schedule I</u>					
Padmounted Switchgear	\$ <u>136,335.00</u>	\$ <u>143,196.00</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u></u>
Manufacturer:	<u>Federal Pacific</u>	<u>S&C Electric</u>	<u></u>	<u></u>	<u></u>
Delivery:	<u>40-42 Weeks</u>	<u>64-66 Weeks</u>	<u></u>	<u></u>	<u></u>
<u>Schedule II</u>					
Conductors	\$ <u>312,579.98</u>	\$ <u>352,827.60</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u></u>
Manufacturer:	<u>Prysmian/King</u>	<u>Okonite/Stock</u>	<u></u>	<u></u>	<u></u>
Delivery:	<u>20 Weeks</u>	<u>52 Weeks</u>	<u></u>	<u></u>	<u></u>
<u>Schedule III</u>					
Connectors & Terminators	\$ <u>30,587.00</u>	\$ <u>36,928.85</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u></u>
Manufacturer:	<u>Cooper/TE</u>	<u>Hubbel/TE</u>	<u></u>	<u></u>	<u></u>
Delivery:	<u>45 Weeks</u>	<u>30 Weeks</u>	<u></u>	<u></u>	<u></u>
<u>Schedule IV</u>					
Pads, Pedestals, and Boxes	\$ <u>41,220.00</u>	\$ <u>10,622.40</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u></u>
Manufacturer:	<u>Various</u>	<u>Nordic/API</u>	<u></u>	<u></u>	<u></u>
Delivery:	<u>12-13Weeks</u>	<u>25 Weeks</u>	<u></u>	<u></u>	<u></u>
		Incomplete			

BID TABULATION (Continued)

Town of Huntersville

Page 2 of 2

Date: March 19, 2024Time: 2:00 PM, EDST

<u>Bidder</u>	Border States Greenville, SC	WESCO Clayton, NC	Sunbelt Solomon Temple, TX	JCL Energy Sharon, PA	
<u>Schedule V</u>					
Rebuilt Padmounted		See Note	See Note		
Transformers	\$ 40,093.00	\$ 49,590.08	\$ 43,923.00	\$ 47,500.00	\$
Manufacturer:	Vanguard-New	Maddox-Rebuilt	Sunbelt-Rebuilt	JCL-Rebuilt	
Delivery:	19-20 Weeks	6-8 Weeks	38-40 Weeks	6-Weeks	
	Incomplete				
<u>Schedule VI</u>					
Miscellaneous Items	\$ 94,032.00	\$ 87,971.82	\$ No Bid	\$ No Bid	\$
Manufacturer:	Various	Various			
Delivery:	12-14 Weeks	20-22 Weeks			

Note: WESCO offered the lowest bid on three-phase transformer (\$12,856.85) and Sunbelt Solomon offered lowest bid on single-phase transformers (\$25,843.00)



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

CONTRACT FOR GOODS

SELLER: **Border States**
 422 Fairforest Way
 Greenville, SC 29607
 Brandon Burns
 bburns@borderstates.com

PROJECT: **Hwy 21 Tie Line Material**
SITE
LOCATION(S):

This Contract for good, 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 Border States located at 422 Fairforest Way, Greenville, SC 29607 (the "Seller").

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. **Sale of Goods.** Pursuant to the terms and conditions of this Contract, the Seller agrees to transfer ownership and deliver possession to the Town, and the Town shall pay for and accept from the Seller, the "Goods" as shown in Exhibit C, attached hereto.
2. **Purchase Price.** In consideration of the Goods, Town shall pay to Seller the Purchase Price as shown in the Exhibit D attached hereto.
3. **Bid Documents.** If applicable, Seller and Town acknowledge that this Contract for Goods is based on bid documents submitted by Seller to Town. The bid documents shall control any terms not stated herein.
4. **Standard Terms and Conditions.** The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
5. **Delivery.** Seller shall deliver the Goods to Town within the date specified in the bid documents. If the Contract was not subject to bidding requirements, the Seller shall deliver the Goods to the location and by the date specified in Exhibit C. Seller shall be responsible for freight, delivery, and shipping costs. Seller shall retain title to and ownership of the Goods until they are delivered to the Town.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of June, 2024.

Seller

Town of Huntersville

Name: Border States Industries, Inc.
Name of Seller (type or print)

Town Manager

By: Rock Jones
(Signature)

Attest: _____
Town Clerk

Title: Branch Manager

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

Attest: [Signature]
(Secretary, if a corporation)

Finance Director



EXHIBIT A
STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from both parties.
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.** No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys' fees), and attorneys' fees ("Claims") to the extent the Claims are attributable to Contractor's negligence or willful misconduct.
Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties. IN NO CASE WILL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE,

EXEMPLARY, OR SPECIAL DAMAGES (WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) ARISING FROM THIS CONTRACT, REGARDLESS OF WHETHER CONTRACTOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SE CONTRACTOR'S CUMULATIVE LIABILITY EXCEED 100% OF THE ORIGINAL CONTRACT PRICE.

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.
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 Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts 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, the 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 for the Goods 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 Goods 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 Goods and shall run to the Town and any user of the Goods. This express warranty is in addition to Contractor's implied warranty of merchantability which shall not be disclaimed.
20. **Quality and Workmanship.** All Goods delivered shall be to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Goods 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, should Contractor not cure any breach within a reasonable period of time, the Town may procure upon such terms as the Town shall deem appropriate, Goods substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess direct costs for such similar supplies or Goods and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate 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 Goods actually delivered or performed to the total originally contemplated in the Contract along with any cancellation costs or restocking fees that Contractor incurs from its suppliers and that it cannot mitigate.
23. **Risk of Loss.** Risk of Loss for all supplies and materials shall pass upon delivery to 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 Goods.** In order for a Contract 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 America 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 until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such 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 \$1,000,000 per accident for bodily injury and property damage.

d. **Pollution Liability.**

The Contractor shall provide and maintain pollution liability coverage with minimum limits of \$1,000,000 per occurrence/aggregate.

e. **Umbrella Coverage.**

The Contractor shall provide and maintain umbrella coverage with minimum limits of no less than \$1,000,000 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. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.
11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. 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.

14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

EXHIBIT C – GOODS

(insert description of goods purchased)

Referencing Bid Submitted by Border States to Town on March 19th, 2024 and associated specifications prepared by Southeastern Consulting Engineers, Inc.:

Schedule I- Padmounted Switchgear- Entire schedule- Five units of pad mount switchgear

Schedule II- Conductors-Entire Schedule- Underground and aerial conductors.

Schedule III- Connectors and Terminators- Entire Schedule- Items A through F

Schedule IV- Pads, Pedestals and Junction Boxes- Entire Schedule- Items A through E

EXHIBIT D- FEE SCHEDULE

Schedule I- Padmounted Switchgear	\$136,335.00
Schedule II- Conductors	\$347,913.98
Schedule III- Connectors and Terminators	\$30,680.00
Schedule IV- Pads, Pedestals and Boxes	<u>\$43,211.00</u>
Total	\$558,139.98, plus applicable sales tax

Border States Electric 6/25/2024
Company Name Date

Brandon Burns CSR
Print Name Title


Signature



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: David Lucore, Electric System Manager

Subject: Materials Purchase for Hwy 21 Feeder Project from WESCO

EXPLAIN REQUEST:

Formal Bids were solicited and WESCO was the successful bidder for Schedule V - Pad Mounted Transformers; and Schedule VI - Miscellaneous Items. These materials are needed to complete an electric feeder along Hwy 21 to alleviate an overload condition on Delivery 1 and provide redundancy between Delivery 1 and Delivery 2.

ACTION RECOMMENDED:

Approve Contract for Good to WESCO for \$100,828.67 and authorize town manager to execute contract documents.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Hwy 21 Tie Material Bid Tab
2. Wesco Signed Contract 2024-07-08

BID TABULATION
Material for Hwy. 21 Tie Line Project

Town of Huntersville
Huntersville, North Carolina

Date: March 19, 2024
Time: 2:00 PM, EDST

<u>Bidder</u>	<u>Border States Greenville, SC</u>	<u>WESCO Clayton, NC</u>	<u>Sunbelt Solomon Temple, TX</u>	<u>JCL Energy Sharon, PA</u>	<u></u>
<u>Schedule I</u>					
Padmounted Switchgear	\$ <u>136,335.00</u>	\$ <u>143,196.00</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u></u>
Manufacturer:	<u>Federal Pacific</u>	<u>S&C Electric</u>	<u></u>	<u></u>	<u></u>
Delivery:	<u>40-42 Weeks</u>	<u>64-66 Weeks</u>	<u></u>	<u></u>	<u></u>
<u>Schedule II</u>					
Conductors	\$ <u>312,579.98</u>	\$ <u>352,827.60</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u></u>
Manufacturer:	<u>Prysmian/King</u>	<u>Okonite/Stock</u>	<u></u>	<u></u>	<u></u>
Delivery:	<u>20 Weeks</u>	<u>52 Weeks</u>	<u></u>	<u></u>	<u></u>
<u>Schedule III</u>					
Connectors & Terminators	\$ <u>30,587.00</u>	\$ <u>36,928.85</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u></u>
Manufacturer:	<u>Cooper/TE</u>	<u>Hubbel/TE</u>	<u></u>	<u></u>	<u></u>
Delivery:	<u>45 Weeks</u>	<u>30 Weeks</u>	<u></u>	<u></u>	<u></u>
<u>Schedule IV</u>					
Pads, Pedestals, and Boxes	\$ <u>41,220.00</u>	\$ <u>10,622.40</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u></u>
Manufacturer:	<u>Various</u>	<u>Nordic/API</u>	<u></u>	<u></u>	<u></u>
Delivery:	<u>12-13Weeks</u>	<u>25 Weeks</u>	<u></u>	<u></u>	<u></u>
		Incomplete			

BID TABULATION (Continued)

Town of Huntersville

Page 2 of 2

Date: March 19, 2024Time: 2:00 PM, EDST

<u>Bidder</u>	Border States Greenville, SC	WESCO Clayton, NC	Sunbelt Solomon Temple, TX	JCL Energy Sharon, PA	
<u>Schedule V</u>					
Rebuilt Padmounted		See Note	See Note		
Transformers	\$ 40,093.00	\$ 49,590.08	\$ 43,923.00	\$ 47,500.00	\$
Manufacturer:	Vanguard-New	Maddox-Rebuilt	Sunbelt-Rebuilt	JCL-Rebuilt	
Delivery:	19-20 Weeks	6-8 Weeks	38-40 Weeks	6-Weeks	
	Incomplete				
<u>Schedule VI</u>					
Miscellaneous Items	\$ 94,032.00	\$ 87,971.82	\$ No Bid	\$ No Bid	\$
Manufacturer:	Various	Various			
Delivery:	12-14 Weeks	20-22 Weeks			

Note: WESCO offered the lowest bid on three-phase transformer (\$12,856.85) and Sunbelt Solomon offered lowest bid on single-phase transformers (\$25,843.00)



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

CONTRACT FOR GOODS

SELLER: Wesco Distribution, Inc.
240 Stoneridge Dr., Suite 303
Columbia, SC 29210
Tyler Heath, District Sales Manager
Tyler.heath@wescodist.com

PROJECT: Hwy 21 Tie Materials
SITE
LOCATION(S):

This Contract for good, and all exhibits, (collectively this "Contract") is entered into this 24 day of June, 2024 by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Wesco Distribution Inc. located at 240 Stoneridge Drive, Suite 303, Columbia, SC 29210 (the "Seller").

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. **Sale of Goods.** Pursuant to the terms and conditions of this Contract, the Seller agrees to transfer ownership and deliver possession to the Town, and the Town shall pay for and accept from the Seller, the "Goods" as shown in Exhibit C, attached hereto.
2. **Purchase Price.** In consideration of the Goods, Town shall pay to Seller the Purchase Price as shown in the Exhibit D attached hereto.
3. **Bid Documents.** If applicable, Seller and Town acknowledge that this Contract for Goods is based on bid documents submitted by Seller to Town. The bid documents shall control any terms not stated herein.
4. **Standard Terms and Conditions.** The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
5. **Delivery.** Seller shall deliver the Goods to Town within the date specified in the bid documents. If the Contract was not subject to bidding requirements, the Seller shall deliver the Goods to the location and by the date specified in Exhibit C. Seller shall be responsible for freight, delivery, and shipping costs. Seller shall retain title to and ownership of the Goods until they are delivered to and approved by the Town.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this 24 day of June, 2024.

Seller

Town of Huntersville

Name: Wesco Distribution, Inc.
Name of Seller (type or print)

Town Manager

By: _____
(Signature) Tyler Heath

Attest: _____
Town Clerk

Title: District Sales Manager

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

Attest: _____
(Secretary, if a corporation) Charles Kim

Finance Director

EXHIBIT A

STANDARD TERMS & CONDITIONS

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

attorneys' fees), and attorneys' fees ("Claims") for bodily injury (including death) and property damage that arise from Contractor's negligent or reckless performances of this Contract. In the event that any portion of the Goods under the Contract shall be defective in any respect whatsoever due to Contractor's negligence or recklessness, 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.
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 Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts 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, the 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 for the Goods 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 Goods are new and free from liens or other encumbrances. Contractor shall pass through, for the Town's benefit, such warranties as are customarily offered by the manufacturer of the Goods, and shall assist the Town in obtaining the benefits of those warranties. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Goods and shall run to the Town and any user of the Goods. **CONTRACTOR DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY THAT THE GOODS CONFORM TO DESIGNS, DRAWINGS, SPECIFICATIONS, OR PLANS.**
20. **Quality and Workmanship.** All Goods delivered shall be to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Goods provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, for Contractor's breach, on ten (10) days' notice if Contractor does not cure the breach within the notice period. If the Town terminates for breach, the Town may procure upon such terms as the Town shall deem appropriate, Goods substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for the direct, documented costs for such similar supplies or Goods.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate 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 Goods 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 Goods shall pass upon delivery of the Goods to the delivery site.
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 Goods.** In order for a Contract 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.
36. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT TO THE CONTRARY, IN NO INSTANCE SHALL: (A) CONTRACTOR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, LIQUIDATED, OR PUNITIVE DAMAGES, NOR FOR LOST REVENUES, SALES OR PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, EVEN IF CONTRACTOR IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (B) CONTRACTOR'S AGGREGATE LIABILITY ON ANY CLAIM, REGARDLESS OF LEGAL THEORY, INCLUDING NEGLIGENCE, EXCEED THE VALUE OF THE AWARD UNDER THIS CONTRACT.

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 \$1,000,000 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 \$2,000,000.

e. **Umbrella Coverage.**

The Contractor shall provide and maintain umbrella coverage with minimum limits of no less than \$1,000,000 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. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.
11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. 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.

14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

EXHIBIT C – GOODS

(insert description of goods purchased)

Referencing Bid Submitted by Wesco Distribution to Town on March 19th, 2024 and associated specifications prepared by Southeastern Consulting Engineers, Inc.:

Schedule V- 75 kVA Three Phase Padmounted Transformer, 120/208 Secondary (does not include the single phase pad mounts bid.)

Schedule VI- Miscellaneous Items- Entire schedule Items A through P

EXHIBIT D- FEE SCHEDULE

Schedule V Three Phase Transformer	\$12,856.85
Schedule VI- Miscellaneous Items	<u>\$87,971.82</u>
Total	\$100,828.67, plus applicable sales tax

Wesco Distribution, Inc.
Company Name

6-24-2024
Date

Tyler Housh
Print Name

District Sales Manager
Title

Signature



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: David Lucore, Electric System Manager

Subject: Contract for Goods with MD Henry for Substation Materials

EXPLAIN REQUEST:

The structural steel for the new substation was formally bid and MD Henry was the successful bidder at \$443,815.49.

ACTION RECOMMENDED:

Approve Contract for Goods with MD Henry for \$443,815.49 for substation structural steel.

FINANCIAL IMPLICATIONS:

\$443,815.49

ATTACHMENTS:

1. MD Henry Signed Contract 2024-06-20
2. Delivery 4 Material Bid Tab 2024-05-13



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

CONTRACT FOR GOODS

SELLER: **M.D. Henry Co., Inc.**
 125 Clark Street
 Pelham, AL 35124
 Attn: Patrick Henry
 mdh@mdhenryco.com

PROJECT: **Delivery #4 Substation**
SITE **Hwy 73, Huntersville**
LOCATION(S):

This Contract for good, and all exhibits, (collectively this "Contract") is entered into this __20th day of __June, 2024__ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and __M.D.Henry Co., Inc.____ located at __120 Clark Street, Pelham, AL 35124____ (the "Seller").

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. Sale of Goods. Pursuant to the terms and conditions of this Contract, the Seller agrees to transfer ownership and deliver possession to the Town, and the Town shall pay for and accept from the Seller, the "Goods" as shown in Exhibit C, attached hereto.
2. Purchase Price. In consideration of the Goods, Town shall pay to Seller the Purchase Price as shown in the Exhibit D attached hereto.
3. Bid Documents. If applicable, Seller and Town acknowledge that this Contract for Goods is based on bid documents submitted by Seller to Town. The bid documents shall control any terms not stated herein.
4. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
5. Delivery. Seller shall deliver the Goods to Town within the date specified in the bid documents. If the Contract was not subject to bidding requirements, the Seller shall deliver the Goods to the location and by the date specified in Exhibit C. Seller shall be responsible for freight, delivery, and shipping costs. Seller shall retain title to and ownership of the Goods until they are delivered to and approved by the Town.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this __20th__ day of June, 2024.

Seller

Town of Huntersville

Name: _____ M.D. Henry Co., Inc. _____
Name of Seller (type or print)

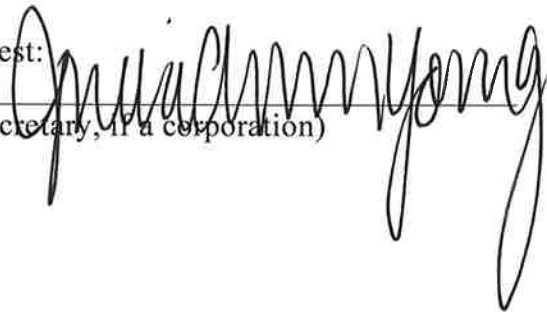
Town Manager

By: 
(Signature)

Title: _____
President _____

Attest: _____
Town Clerk

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

Attest: 
(Secretary, if a corporation)

Finance Director

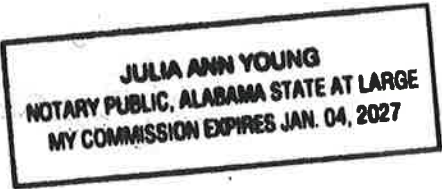


EXHIBIT A
STANDARD TERMS & CONDITIONS

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

litigation and attorneys' fees), and attorneys' fees ("Claims") relative to contractors' performance. 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.
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 Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts 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, the 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 for the Goods 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 Goods 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 Goods and shall run to the Town and any user of the Goods. 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. In the event of a warranty claim contractor shall repair or replace the item found to be defective. This warranty shall survive for a period of 12 months from energization or 18 months from delivery, whichever occurs first.
20. **Quality and Workmanship.** All Goods delivered shall be to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied that the Goods provided comply with the specifications.
21. **Default.** The Town may terminate the Contract, in whole or in part, with seven days prior notice upon breach of the Contract by the Contractor allowing contractor to cure such breach or propose an agreeable cure to such breach. 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, Goods 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 Goods and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate 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 Goods actually delivered or performed to the total originally contemplated in the Contract, plus reasonable termination expenses for goods ordered in performance of contract requirements. 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, shall remain with the Contractor until the time of delivery of goods to the project site.
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 Goods.** In order for a Contract 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. This limitation shall not exceed 180 days after delivery of the goods. Upon achievement of 180 days after delivery of the goods, the Town shall be for all payments due contractor under this contract.
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.
36. **Limitation of Liabilities.** In no case shall either party be liable to the other for any incidental or consequential damages whether based on contract, warranty, or tort (including negligence), strict liability or any other legal theory.

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 requiring personnel on Town grounds 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 \$1,000,000 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 \$2,000,000.

e. **Pollution Liability.**

The Contractor shall provide and maintain pollution liability coverage with minimum limits of \$1,000,000 per occurrence/aggregate.

f. **Umbrella Coverage.**

The Contractor shall provide and maintain umbrella coverage with minimum limits of no less than \$1,000,000 per occurrence/aggregate.

g. **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. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.
11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

13. 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.
14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

EXHIBIT C – GOODS

(insert description of goods purchased)

Substation Structure and Equipment Package for Huntersville Delivery #4 Substation per quote FK-16-17342

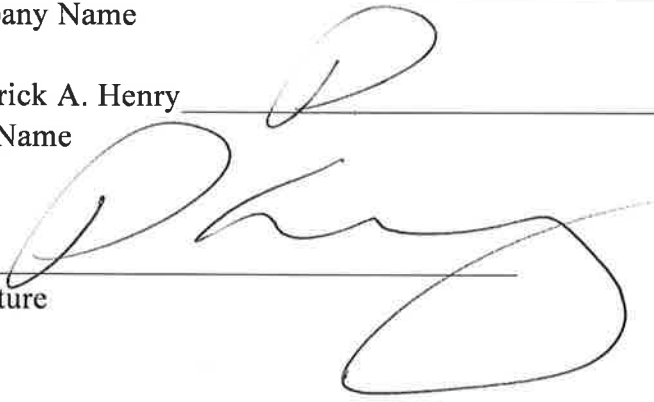
EXHIBIT D- FEE SCHEDULE

\$443,815.49 plus applicable sales tax

____M.D. Henry Co., Inc.____6/20/24____
Company Name Date

____Patrick A. Henry____President____
Print Name Title

Signature



BID TABULATION
Delivery #4 - Substation Material

Date: May 13, 2024
Time: 2:00 PM, EST

Town of Huntersville
Huntersville, North Carolina

<u>Bidder</u>	<u>Nucor W. Hazelton, PA</u>	<u>M. D. Henry Pelham, AL</u>	<u>Peak Substations Birmingham, AL</u>	<u>Sub. Enterprises Alabaster, AL</u>	<u>S&C Electric c/o RW Chapman Charlotte, NC</u>
<u>Schedule I</u>					
115KV Transmission Pole	\$ <u>29,204.00</u>	\$ <u>NQ</u>	\$ <u>NQ</u>	\$ <u>NQ</u>	\$ <u>NQ</u>
Manufacturer:	<u>Nucor</u>	<u></u>	<u></u>	<u></u>	<u></u>
Delivery:	<u>32-26 Weeks</u>	<u></u>	<u></u>	<u></u>	<u></u>
<u>Schedule II</u>					
115KV-12.47/7.2 KV					
Substation Structure	\$ <u>NQ</u>	\$ <u>443,815.49</u>	\$ <u>449,300.00</u>	\$ <u>459,324.00</u>	\$ <u>NQ</u>
Manufacturer:	<u></u>	<u>MDH</u>	<u>PSS</u>	<u>SEI</u>	<u></u>
Delivery:	<u></u>	<u>72 Weeks</u>	<u>72 Weeks</u>	<u>60 Weeks</u>	<u></u>
<u>Schedule III</u>					
115KV Circuit Switcher	\$ <u>NQ</u>	\$ <u>NQ</u>	\$ <u>NQ</u>	\$ <u>NQ</u>	\$ <u>87,900.00</u>
Manufacturer:	<u></u>	<u></u>	<u></u>	<u></u>	<u>S&C</u>
Delivery:	<u></u>	<u></u>	<u></u>	<u></u>	<u>90-94 Weeks</u>
<u>Schedule IV</u>					
Equipment Building	\$ <u>NQ</u>	\$ <u>NQ</u>	\$ <u>NQ</u>	\$ <u>NQ</u>	\$ <u>NQ</u>
Manufacturer:	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
Delivery:	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

BID TABULATION
Delivery #4 - Substation Material

Page 2

Town of Huntersville
Huntersville, North Carolina

Date: May 13, 2024
Time: 2:00 PM, EST

<u>Bidder</u>	<u>VFP, Inc.</u> <u>Roanoke, VA</u>	<u>Modular Conn.</u> <u>Bessemer, AL</u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule I</u>					
115KV Transmission Pole	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Manufacturer:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule II</u>					
115KV-12.47/7.2 KV					
Substation Structure	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Manufacturer:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule III</u>					
115KV Circuit Switcher	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Manufacturer:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule IV</u>					
Equipment Building	\$ <u> 130,110.00 </u>	\$ <u> 132,805.00 </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Manufacturer:	<u> VFP </u>	<u> Modular Conn. </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> 24-26 Weeks </u>	<u> 26 Weeks </u>	<u> </u>	<u> </u>	<u> </u>



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: David Lucore, Electric System Manager

Subject: Contract for Goods with VFP, Inc. for Substation Control Building

EXPLAIN REQUEST:

Formal bids were solicited for a substation control building and VFP, Inc. was the successful bidder at \$130,110.00. The new electrical substation requires a control building to house the protective equipment.

ACTION RECOMMENDED:

Approve Contract for Good with VFP, Inc.

FINANCIAL IMPLICATIONS:

\$130,110.00

ATTACHMENTS:

1. VFP Signed Contract 2024-06-20
2. Delivery 4 Material Bid Tab 2024-05-13



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

CONTRACT FOR GOODS

SELLER: VFP, Inc.
5410 Fallowater Lane
Roanoke, VA 24018
Attn: Ethan Brown
EBrown@vfpinc.com

PROJECT: Delivery #4 Substation
SITE Hwy. 73
LOCATION(S):

This Contract for good, and all exhibits, (collectively this "Contract") is entered into this 20 day of June, 2024 by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and VFP, Inc. located at 5410 Fallowater Lane, Roanoke, VA 24018 (the "Seller").

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. **Sale of Goods.** Pursuant to the terms and conditions of this Contract, the Seller agrees to transfer ownership and deliver possession to the Town, and the Town shall pay for and accept from the Seller, the "Goods" as shown in Exhibit C, attached hereto.
2. **Purchase Price.** In consideration of the Goods, Town shall pay to Seller the Purchase Price as shown in the Exhibit D attached hereto.
3. **Bid Documents.** If applicable, Seller and Town acknowledge that this Contract for Goods is based on bid documents submitted by Seller to Town. The bid documents shall control any terms not stated herein.
4. **Standard Terms and Conditions.** The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
5. **Delivery.** Seller shall deliver the Goods to Town within the date specified in the bid documents. If the Contract was not subject to bidding requirements, the Seller shall deliver the Goods to the location and by the date specified in Exhibit C. Seller shall be responsible for freight, delivery, and shipping costs. Seller shall retain title to and ownership of the Goods until they are delivered to and approved by the Town.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this 20 day of June, 2024.

Seller

Town of Huntersville

Name: VFP, Inc.
Name of Seller (type or print)

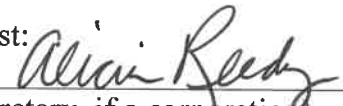
Town Manager

By: 
(Signature)

Attest: _____
Town Clerk

Title:
Business Development Manager

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

Attest: 
(Secretary, if a corporation)

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

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

attorneys' fees), and attorneys' fees ("Claims"). In the event that any portion of the Goods 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.
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 Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts 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, the 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 for the Goods 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 Goods 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 Goods and shall run to the Town and any user of the Goods. 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 Goods delivered shall be to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Goods 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, Goods 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 Goods and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate 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 Goods 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 Goods.** In order for a Contract 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.

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 \$1,000,000 per accident for bodily injury and property damage.

d. **Builder's Risk/Course of Construction.**

For construction projects, the Contractor shall provide and maintain builder's risk coverage utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

The Contractor shall provide and maintain professional liability coverage with limits no less than \$2,000,000.

f. **Pollution Liability.**

The Contractor shall provide and maintain pollution liability coverage with minimum limits of \$1,000,000 per occurrence/aggregate.

g. **Umbrella Coverage.**

The Contractor shall provide and maintain umbrella coverage with minimum limits of no less than \$1,000,000 per occurrence/aggregate.

h. **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. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.

11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. 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.
14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

EXHIBIT C – GOODS

(insert description of goods purchased)

Delivery #4 Substation Equipment Building per Bid Number SECE-46A

EXHIBIT D- FEE SCHEDULE

Building (no performance bond required):	\$125,346.00
Transportation to the Site:	<u>\$4,764.00</u>
Total:	\$130,110.00 plus applicable sales tax

No crane services or on-site services that were bid included in this agreement.

VFP, Inc.

June 20, 2024

Company Name

Date

Ethan Brown

Business Development Manager

Print Name

Title


Signature

BID TABULATION
Delivery #4 - Substation Material

Date: May 13, 2024
Time: 2:00 PM, EST

Town of Huntersville
Huntersville, North Carolina

<u>Bidder</u>	<u>Nucor</u> <u>W. Hazelton, PA</u>	<u>M. D. Henry</u> <u>Pelham, AL</u>	<u>Peak Substations</u> <u>Birmingham, AL</u>	<u>Sub. Enterprises</u> <u>Alabaster, AL</u>	<u>S&C Electric</u> <u>c/o RW Chapman</u> <u>Charlotte, NC</u>
<u>Schedule I</u>					
115KV Transmission Pole	\$ 29,204.00	\$ NQ	\$ NQ	\$ NQ	\$ NQ
Manufacturer:	Nucor				
Delivery:	32-26 Weeks				
<u>Schedule II</u>					
115KV-12.47/7.2 KV					
Substation Structure	\$ NQ	\$ 443,815.49	\$ 449,300.00	\$ 459,324.00	\$ NQ
Manufacturer:		MDH	PSS	SEI	
Delivery:		72 Weeks	72 Weeks	60 Weeks	
<u>Schedule III</u>					
115KV Circuit Switcher	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ 87,900.00
Manufacturer:					S&C
Delivery:					90-94 Weeks
<u>Schedule IV</u>					
Equipment Building	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ NQ
Manufacturer:					
Delivery:					

BID TABULATION
Delivery #4 - Substation Material

Page 2

Town of Huntersville
Huntersville, North Carolina

Date: May 13, 2024
Time: 2:00 PM, EST

<u>Bidder</u>	<u>VFP, Inc.</u> <u>Roanoke, VA</u>	<u>Modular Conn.</u> <u>Bessemer, AL</u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule I</u>					
115KV Transmission Pole	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Manufacturer:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule II</u>					
115KV-12.47/7.2 KV					
Substation Structure	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Manufacturer:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule III</u>					
115KV Circuit Switcher	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Manufacturer:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule IV</u>					
Equipment Building	\$ <u> 130,110.00 </u>	\$ <u> 132,805.00 </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Manufacturer:	<u> VFP </u>	<u> Modular Conn. </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> 24-26 Weeks </u>	<u> 26 Weeks </u>	<u> </u>	<u> </u>	<u> </u>



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Senior Planner

Subject: Call a public hearing for Petition #R24-03 Long Creek Retail

EXPLAIN REQUEST:

Call a public hearing for Tuesday, August 6, 2024 at 6:00 p.m. at Huntersville Town Hall on petition #R24-03 Long Creek Retail, a request by Saleh Moflehi on behalf of TA&S Enterprises of NC INC. to rezone +/- 4.39 acres located at the intersection of Mt. Holly-Huntersville Road and Beatties Ford Road for parcel 01526434 and 01526435 from Highway Commercial-Conditional District(HC-CD) to Highway Commercial-Conditional District(HC-CD) for an amendment to rezoning #R08-01 for a convenience store and retail development.

ACTION RECOMMENDED:

Call a Public Hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Senior Planner

Subject: Call a Public Hearing for Petition #R24-04 Northbrook Storage

EXPLAIN REQUEST:

Call a public hearing for Tuesday, August 6, 2024, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-04 Northbrook Storage, a request by Jake Palillo on behalf of Bi-Part Development LLC to rezone +/- 21.936 acres located on Sam Furr Road for parcels 01122117, 01122116, 01122115, and 01122114 from Corporate Business (CB) to Special Purpose-Conditional District (SP-CD) for a storage facility and other commercial uses.

ACTION RECOMMENDED:

Call for Public Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Nathan Farber, Planner II

Subject: Public Hearing on Petition #TA24-06 "Farmhouse Cluster Changes"

EXPLAIN REQUEST:

Conduct public hearing on #Petition TA24-06 "Farmhouse Cluster Changes", a text amendment request by the Town of Huntersville Planning Department to amend Article 3.2.1(e), 3.2.2(e), 3.2.1(d)3(c), 3.2.2)d)3(c), and 12.2.1 "Open Space" of the Huntersville Zoning Ordinance to make changes to Farmhouse Clusters and Open Space.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

NA

ATTACHMENTS:

1. TA24-06 PH Staff Report
2. 1. Text Amendment Application
3. 2. Proposed Ordinance
4. 3. HOAB Minutes

TA24-06 – Farmhouse Cluster Changes

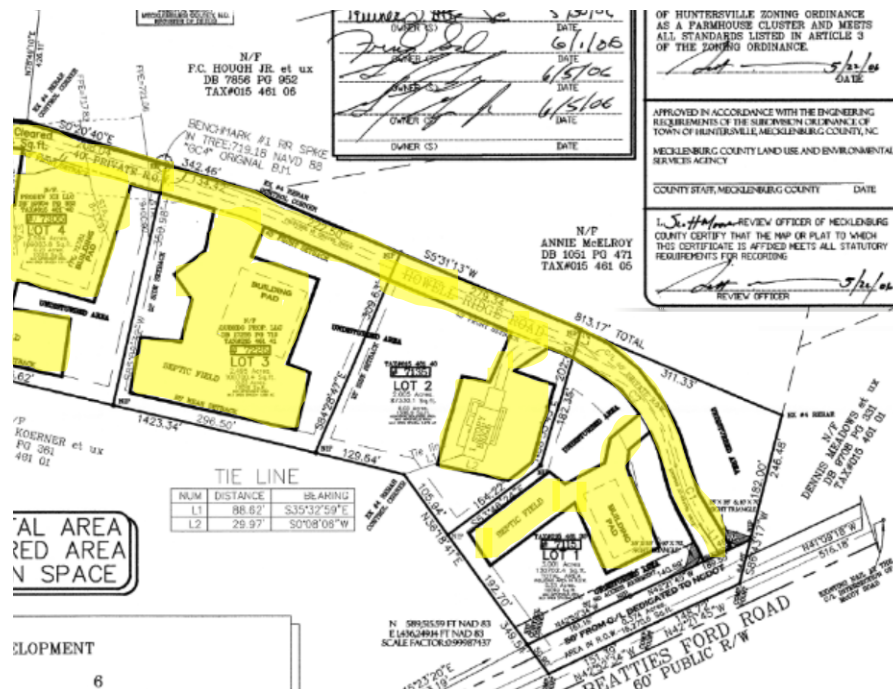
PART 1: DESCRIPTION

TA2-06 is a text amendment request by the Town of Huntersville Planning Department to make changes to the Farmhouse Cluster Subdivision requirements. These changes include requiring an 80ft buffer along the public road and removing the ability to place tree save and open space within private buildable lots.

PART 2: BACKGROUND

Farmhouse Clusters allow the ability to create subdivisions that sensitively integrate within the rural environment. In the Rural and Transition Residential zoning district Farmhouse Clusters allow you to add more density than a minor subdivision without having to go through the major subdivision process. The trade-off required is to provide quality open space and tree preservation while maintaining the rural character of the zoning districts and scenic country roads.

The type of open space used within a farmhouse cluster needs to correspond to the physical conditions of the lot at approval. This often results in the bulk of the open space being natural open space, which requires this space not to be disturbed. Today, Farmhouse Clusters allow the required open space and tree save to be located within the private buildable lots (See below photo. Everything outside of the yellow is open space within a private buildable lot). This often results in the disturbance of the required open space and tree save, because homeowners often assume that they can do anything within the bounds of their property. These disturbances result in increased pressure on enforcement and the loss of mature protected vegetation. Staff proposes to remove the ability to place open space and tree save in private lots to ensure that homeowners can do what they want within their property while protecting the rural character of the subdivision. This change is consistent with Major Subdivisions as they have always been required to keep tree save and open space out of private lots.



Farmhouse Clusters also require that “The project shall maintain a generally rural appearance from public road(s)”. This requirement was created to ensure that the town's scenic country roads are protected. In practice, this has translated to staff negotiating for at least a 60 ft vegetated buffer to meet this requirement. To clarify the Town's expectations and make communication easier between applicants and staff, staff is proposing to codify an 80 ft buffer. This proposal aligns with the already existing 80 ft buffer required for major subdivisions.

Staff is also proposing to allow greater flexibility in the design of the 80 ft buffer. If there is no existing wooded area along the street, any meadow or pasture can be used if it maintains a generally rural appearance and contains at least one softscape or hardscape element, and the homes are to be minimally screened from the street. This could include providing a split rail fence and trees along the front of the buffer. This gives applicants the ability to choose to not use the standard buffer plantings which often give a manicured appearance that does not align with the existing rural surroundings.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

LU 9.2: Within lower intensity areas including Moderate Density, Residential Edge, Rural Conservation, and Critical Watershed areas conservation design & farmhouse clusters are encouraged.

- Scenic nature of roadways should be preserved
- Development should be clustered away from key natural features.
- Site design should minimize grading and maximize preservation of existing stands of mature, native trees.

Staff Comment: The proposed text amendment proposes to further build upon already existing language to ensure the required buffer, open space, and tree save are of a higher quality and protected from disturbance.

EOS 6.1: Enforce existing standards and evaluate new design standards to preserve the character of scenic country roads.

- McCauley Road, Black Farms Road, Beatties Farm Road, and Ramah Church Road have been identified as scenic resources and should have corridor-specific design controls that preserve scenic beauty.
- Current regulations require a preserved buffer of trees in some areas and open space requirements encourage the protection of key features, such as views, fields, and historical structures.

Staff Comment: The proposed text amendment will allow flexibility in determining the best way to provide a buffer while ensuring the character of scenic country roads are preserved. The removal of open space and tree save from private buildable lots will allow higher quality preservation of existing trees and natural space while reducing the risk of disturbance in the future. This change will also make preservation consistent with other sections of the code.

EOS 3.1: Make mature, native forest an open space priority, especially near streams.

- Review and update tree preservation and open space requirements to prioritize natural open space and specifically stands of native, mature forest, especially those forests located proximal to streams

Staff Comment: The proposed text amendment prioritizes open space and tree save by requiring these items to be placed outside of private lots. This will ensure that a higher quality of natural space will be prioritized as it will remove the risk of future disturbance.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment TA24-06 based on consistency with policies LU 9.2, EOS 3.1, and EOS 6.1 of the Huntersville 2040 Community Plan.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD-

On May 2, 2024, The Huntersville Ordinances Advisory Board (HOAB) recommended approval (7-1). See attachment 3.

PART 6: PUBLIC HEARING

The Public Hearing is scheduled to take place on July 16, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled to take place on July 23, 2024.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. HOAB Minutes

PART 9: STATEMENT OF CONSISTENCY – TA23-06

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA24-06, Planning Staff recommends approval based on consistency with policies LU 9.2, EOS 3.1, and EOS 6.1 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it provides higher quality open space while ensuring the preservation of rural character which complies with the Huntersville 2040 Community Plan.	APPROVAL: In considering the proposed amendment TA24-06, the Planning Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)	APPROVAL: In considering the proposed amendment TA24-06, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)
DENIAL: N/A	DENIAL: In considering the proposed amendment TA24-06, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>.	DENIAL: In considering the proposed amendment TA24-06, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>.

	It is not reasonable and in the public interest to amend the Zoning Ordinance because.... <i>(Explain)</i>	It is not reasonable and in the public interest to amend the Zoning Ordinance because.... <i>(Explain)</i>
--	---	---



Text Amendment Application

Date of Application 5/1/2024

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

☐ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Zoning Article(s): 3.2.1, 3.22, 12.2.1 Section(s): Please see attached

Current Ordinance

Please see attached

Proposed Text

Please see attached

**Reason for Proposed
Change**

Please see attached

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name Town of Huntersville Planning Staff

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

Signature Nathan Farber Date 5/1/2024

Title Senior Planner Email nfarber@huntersville.org

Address of Applicant 105 Gilead Rd Floor 3, Huntersville, NC 28078

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

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

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

**AN ORDINANCE TO AMEND ARTICLE 3.2.1 and 3.2.2, Farmhouse Clusters
Changes**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 3.2.1 and 3.2.2, section (e) Special Requirements: Farmhouse Cluster Developments of the Zoning Ordinance is hereby amended as follows:

Special Requirements: Farmhouse Cluster Developments. A **Farmhouse Cluster** permits the subdivision of land for up to six house lots accessed by way of a shared private drive when the following conditions have been met:

1. Minimum project size and frontage on public road: 10 acres with a minimum of 30 feet of frontage on a public road either by fee simple ownership or by exclusive easement.
2. There shall be no more than two farmhouse cluster developments permitted per tract.
3. Private drives shall be paved in accordance with the Town of Huntersville construction standards. The private street right-of-way or easement shall be of sufficient width to accommodate drainage/water quality treatment associated with the private drive. Further, the recorded easement shall have at least 30' of frontage on a public street. In the event two farmhouse clusters are established, the private drive serving those farmhouse clusters may be connected provided:
 - a) The subdivision plat and associated deeds shall clearly state such drive shall remain private and will not be taken over by a public entity in the future unless such street complies with the construction standards of that public entity.
 - b) Where feasible, there shall be two means of ingress and egress into the combined farmhouse cluster development. Only in the event the original tract does not have the adequate frontage on a public road to obtain two driveway permits would one private drive be allowed to serve the combined farmhouse cluster development;
4. An association of all property owners shall be established for maintenance of all commonly held spaces, if any. Where there are no commonly held spaces except for a shared driveway or private street, a legally binding shared driveway and/or private street use and maintenance agreement shall be filed at the Register of Deeds of Mecklenburg County. Furthermore, the shared driveway or private road shall be shown, along with all appropriate and necessary easements, on a recorded plat and a note shall be attached thereto stipulating the use and maintenance of the driveway and referencing the recorded agreement(s).
5. The location of building sites shall be determined through a site analysis which identifies features to be preserved as open space;

6. No minimum lot size or width is required, so long as the project meets all other standards of the district. Detached garages in farmhouse clusters shall be placed in the side or rear yard of home lots. Farmhouse clusters must include an opaque vegetative buffer from the public street for the placement of detached garages in the side yard of home lots.
7. At least 50% of the tract shall be designated as open space. Open space preservation shall be irrevocable. A metes and bounds description of the space to be preserved and limits on use shall be recorded on the subdivision plat and on individual deeds when open space lands are not held entirely in common. Open space lands may be part of a deeded lot so long as it reflects an irrevocable conservation or open space easement requiring such portions of individual lots to remain and be used as open space as provided in this section.
8. Permitted uses of open space lands to be preserved shall correspond generally to physical conditions at the time of subdivision approval. Restrictive covenants shall limit uses to the continuation of certain agricultural activities (pastureland, crop cultivation) or recreation uses that preserve the view from public streets of rural heritage features to be preserved. For example, fields or pasture land preserved as required open space may continue to support cultivation or grazing; however existing woodlands may not be clear-cut. In order to ensure septic tanks are located on the most suitable soils, septic fields may be located in the common open space provided a maintenance easement is established for access.
9. **Private building lots, or any portion thereof, shall not be used to satisfy tree save requirements or open space requirements.**
10. The project shall maintain a generally rural appearance from public road(s) **by providing an 80 foot opaque landscaped buffer of native vegetation along the property street frontage.**
11. Where a farmhouse cluster would eliminate a planned street connection or a street connection indicated on a plan adopted by the Town of Huntsville or the Charlotte-Mecklenburg Thoroughfare Plan, and no alternate alignment can reasonably provide the connection, the design of the farmhouse cluster shall provide for said connection by the dedication of right-of-way for streets less than 70 feet in width and by the reservation of right-of-way for streets 70 feet or wider.
12. A Farmhouse Cluster requires an approved **Farmhouse Cluster subdivision plan**, according to the requirements of the Huntersville Subdivision Ordinance including approval by the Planning Staff and shall meet all other requirements for review and approval, which may include preliminary plan approval prior to approval of a final plat.

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 3.2.1(d)3(c) and 3.2.2(d)3(c) of the Zoning Ordinance is hereby amended as follows:

Open Space. Designated open space includes that parcel or parcels of land, which shall be set aside in perpetuity and shall have no buildings or permanent structures constructed within its perimeters except as provided for in this section. There are four types of open space in the Rural District – agriculture, common, natural, and recreation. Open space shall meet the provisions of this section and the provisions for open space established in Article 7, Part B.

- a. Areas containing buildings and other impervious surfaces in excess of 100 sq. ft., shall not be counted as open space. This shall include, but not be limited to, barns, storage buildings, parking lots, clubhouses and tennis courts,
- b. Open Space that is dedicated and accepted by the general public shall be maintained and managed by the Town of Huntersville or Mecklenburg County. The town and county have the right to accept or deny the dedication of open space to the public.
- c. In the ~~Farmhouse Cluster and in the~~ Conservation Subdivision, open space may also include portions of private building lots subject to a conservation or open space easement.
- d. Open space preservation shall be irrevocable. A metes and bounds description of the space to be preserved and limits on use shall be recorded on the subdivision plat, in homeowner covenants, and on individual deeds when open space lands are not held entirely in common. Alternative means of permanent open space preservation may include acceptance by a land conservation trust or a unit of government. Private management alternatives which ensure the open space preservation required by this section will also be permitted. Restrictive covenants shall limit uses to the continuation of certain agricultural activities (pastureland, crop cultivation) or recreation uses that preserve the view from public streets of rural heritage features to be preserved. Upon verification by the town that restriction of development has been established by a permanent and irrevocable instrument, a letter so nothing shall be simultaneously issued to the property owner(s) and to the Mecklenburg County Tax Administrator, Office of Real Estate Appraisal.

Section 3. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 12.2.1 “General Definitions” of the Zoning Ordinance is hereby amended as follows:

Open Space. Any area which is not divided into private or civic building lots, streets, rights-of-way, parking, or easements for purposes other than open space conservation. Unless specifically allowed by this ordinance in ~~the Farmhouse Cluster~~, Conservation Subdivisions, and Minor Subdivisions. Reference Article 7.11 Urban, Agricultural, Common, Natural and Recreational Open Space for specific qualitative criteria.

Section 3. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 4/4/2024

PUBLIC HEARING DATE: DATE

PLANNING BOARD MEETING: DATE

TOWN BOARD DECISION: DATE

AN ORDINANCE TO AMEND ARTICLE 3.2.1, 3.2.2 and 12.2.1, Farmhouse Clusters Changes

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 3.2.1 and 3.2.2, section (e) Special Requirements: Farmhouse Cluster Developments of the Zoning Ordinance is hereby amended as follows:

Special Requirements: Farmhouse Cluster Developments. A **Farmhouse Cluster** permits the subdivision of land for up to six house lots accessed by way of a shared private drive when the following conditions have been met:

1. Minimum project size and frontage on public road: 10 acres with a minimum of 30 feet of frontage on a public road either by fee simple ownership or by exclusive easement.
2. There shall be no more than two farmhouse cluster developments permitted per tract.
3. Private drives shall be paved in accordance with the Town of Huntersville construction standards. The private street right-of-way or easement shall be of sufficient width to accommodate drainage/water quality treatment associated with the private drive. Further, the recorded easement shall have at least 30' of frontage on a public street. In the event two farmhouse clusters are established, the private drive serving those farmhouse clusters may be connected provided:
 - a) The subdivision plat and associated deeds shall clearly state such drive shall remain private and will not be taken over by a public entity in the future unless such street complies with the construction standards of that public entity.
 - b) Where feasible, there shall be two means of ingress and egress into the combined farmhouse cluster development. Only in the event the original tract does not have the adequate frontage on a public road to obtain two driveway permits would one private drive be allowed to serve the combined farmhouse cluster development;
4. An association of all property owners shall be established for maintenance of all commonly held spaces, if any. Where there are no commonly held spaces except for a shared driveway or private street, a legally binding shared driveway and/or private street use and maintenance agreement shall be filed at the Register of Deeds of Mecklenburg County. Furthermore, the shared driveway or private road shall be shown, along with all appropriate and necessary easements, on a recorded plat and a note shall be attached thereto stipulating the use and maintenance of the driveway and referencing the recorded agreement(s).
5. The location of building sites shall be determined through a site analysis which identifies features to be preserved as open space;

6. No minimum lot size or width is required, so long as the project meets all other standards of the district. Detached garages in farmhouse clusters shall be placed in the side or rear yard of home lots. Farmhouse clusters must include an opaque vegetative buffer from the public street for the placement of detached garages in the side yard of home lots.
7. At least 50% of the tract shall be designated as open space. Open space preservation shall be irrevocable. A metes and bounds description of the space to be preserved and limits on use shall be recorded on the subdivision plat and on individual deeds when open space lands are not held entirely in common. Open space lands may be part of a deeded lot so long as it reflects an irrevocable conservation or open space easement requiring such portions of individual lots to remain and be used as open space as provided in this section.
8. Permitted uses of open space lands to be preserved shall correspond generally to physical conditions at the time of subdivision approval. Restrictive covenants shall limit uses to the continuation of certain agricultural activities (pastureland, crop cultivation) or recreation uses that preserve the view from public streets of rural heritage features to be preserved. For example, fields or pasture land preserved as required open space may continue to support cultivation or grazing; however existing woodlands may not be clear-cut. In order to ensure septic tanks are located on the most suitable soils, septic fields may be located in the common open space provided a maintenance easement is established for access.
9. **Private building lots, or any portion thereof, shall not be used to satisfy tree save requirements or open space requirements.**
10. The project shall maintain a generally rural appearance from public road(s) **by providing an 80 foot buffer along the property street frontage. The buffer shall consist of:**
 - a) **Vegetated plantings consisting of 4 trees per 1000 sf/ft of buffer area; 75% large maturing; 50% evergreen; 25% small maturing and 5 shrubs per 1000 sq/ft; 75% evergreen; or,**
 - b) **Softscape (ie. street trees, meadow, pastures) and hardscape elements (ie. Stone walls, split rail fencing). Residential structures must not be visible from the public road using an opaque screening (Article 7.6.2).**
11. Where a farmhouse cluster would eliminate a planned street connection or a street connection indicated on a plan adopted by the Town of Huntsville or the Charlotte-Mecklenburg Thoroughfare Plan, and no alternate alignment can reasonably provide the connection, the design of the farmhouse cluster shall provide for said connection by the dedication of right-of-way for streets less than 70 feet in width and by the reservation of right-of-way for streets 70 feet or wider.

12. A Farmhouse Cluster requires an approved **Farmhouse Cluster subdivision plan**, according to the requirements of the Huntersville Subdivision Ordinance including approval by the Planning Staff and shall meet all other requirements for review and approval, which may include preliminary plan approval prior to approval of a final plat.

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 3.2.1(d)3(c) and 3.2.2(d)3(c) of the Zoning Ordinance is hereby amended as follows:

Open Space. Designated open space includes that parcel or parcels of land, which shall be set aside in perpetuity and shall have no buildings or permanent structures constructed within its perimeters except as provided for in this section. There are four types of open space in the Rural District – agriculture, common, natural, and recreation. Open space shall meet the provisions of this section and the provisions for open space established in Article 7, Part B.

- a. Areas containing buildings and other impervious surfaces in excess of 100 sq. ft., shall not be counted as open space. This shall include, but not be limited to, barns, storage buildings, parking lots, clubhouses and tennis courts,
- b. Open Space that is dedicated and accepted by the general public shall be maintained and managed by the Town of Huntersville or Mecklenburg County. The town and county have the right to accept or deny the dedication of open space to the public.
- c. In the ~~Farmhouse Cluster and in the~~ Conservation Subdivision, open space may also include portions of private building lots subject to a conservation or open space easement.
- d. Open space preservation shall be irrevocable. A metes and bounds description of the space to be preserved and limits on use shall be recorded on the subdivision plat, in homeowner covenants, and on individual deeds when open space lands are not held entirely in common. Alternative means of permanent open space preservation may include acceptance by a land conservation trust or a unit of government. Private management alternatives which ensure the open space preservation required by this section will also be permitted. Restrictive covenants shall limit uses to the continuation of certain agricultural activities (pastureland, crop cultivation) or recreation uses that preserve the view from public streets of rural heritage features to be preserved. Upon verification by the town that restriction of development has been established by a permanent and irrevocable instrument, a letter so nothing shall be simultaneously issued to the property owner(s) and to the Mecklenburg County Tax Administrator, Office of Real Estate Appraisal.

Section 3. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 12.2.1 “General Definitions” of the Zoning Ordinance is hereby amended as follows:

Open Space. Any area which is not divided into private or civic building lots, streets, rights-of-way, parking, or easements for purposes other than open space conservation, ~~Unless specifically allowed by this ordinance in the Farmhouse Cluster,~~ Conservation Subdivisions, and Minor Subdivisions. Reference Article 7.11 Urban, Agricultural, Common, Natural, and Recreational Open Space for specific qualitative criteria.

Section 3. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 4/4/2024

PUBLIC HEARING DATE: 7/16/2024

PLANNING BOARD MEETING: 7/23/2024

TOWN BOARD DECISION: 8/20/2024

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, May 2, 2024.

Call to Order/Roll Call

Chairwoman Hallman called the meeting to order at 3:30 pm.

Voting Members Present: A. Hallman, K. Jones, M. Pollard, J. Palillo, J. Kluttz, S. Harrington, S. Hensley, and H. Whittaker

Voting Members Absent: M. Jones

Non-Voting Members Present: Commissioner Bergman, B. Richards, T. Barron, and E. Sloop.

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the March 7, 2024, Regular Meeting Minutes

Motion: S. Harrington made a Motion to Approve the March 7, 2024, regular meeting minutes as amended. H. Whittaker seconded the motion.

Vote: The motion passed unanimously (8-0).

Public Comments

None

Action Agenda

4A. TA24-06: Proposed amendment to require farmhouse clusters to provide an 80-foot vegetative buffer and place open space and tree save outside of private buildable lots.

N. Farber, Planner II reviewed the proposed text amendment.

The Board confirmed the proposed buffer is only the buffer along the street frontage and not side or rear buffers, requirement would include landscaping the buffer with native plants, how the open space is currently enforced, and how this would adjust the flexibility of what the homeowner would be able to utilize the land that they purchase.

Motion: M. Pollard made a motion to recommend Approval of TA24-06. K. Jones seconded the motion.

S. Hensley commented that generally he is not in support of limiting personal property rights, but he can see the benefit of what is being proposed for the homeowner to be able to use their property and for the expectations of the trees that will remain.

Vote: The motion passed (7-1) with J. Palillo opposed.

4B. TA24-07: Proposed amendment to remove reference of family-only occupancy requirement for ADU's from the General Residential zoning district regulations to achieve consistency with the rules governing ADU's in other residential zoning districts.

P. Patterson, Planner I reviewed the proposed text amendment.

The Board confirmed the allowed uses for the ADU, if there were any limitations regarding short-term rental and ADU's, and approximately how much General Residential zoning still remains in town, and what caused the text amendment to be proposed.

Motion: M. Pollard made a motion to recommend Approval of TA24-07. J. Palillo seconded the motion.

Vote: The motion passed (7-1) with A. Hallman opposed.

4C. TA 24-08: Proposed amendment to update language to clarify where an existing Family Care Home's exclusive one-half mile radius limit is measured from.

P. Patterson, Planner I reviewed the proposed text amendment that is not a required update due to North Carolina General Statutes.

The Board reviewed the current methodology and proposed changes, why this regulation exists, and expressed concern about the existing distance requirements as this is an important solution for an aging population seeking affordable housing.

Motion: S. Harrington made a motion to recommend Approval of TA24-08. J. Palillo seconded the motion.

A. Hallman commented that it does appear that this Board is being asked to recommend a text amendment in full and not in part even though a portion of the text amendment is not being heard by the Board as it relates to statute changes.

Vote: The motion passed unanimously (8-0).

4D. TA24-09: Proposed amendment to Article 8.10 "Building Separation" and Article 12, Section 12.2.1, to align with fire-separation distance as defined in the North Carolina State Building Code.

P. Patterson, Planner I reviewed the proposed text amendment.

The Board confirmed that the full and complete building code outlines the requirements and must be met through a building permit.

Motion: J. Palillo made a motion to recommend Approval of TA24-09. J. Klutz seconded the motion.

Vote: The motion passed unanimously (8-0).

Other Business

J. Palillo announced his resignation from the Ordinance Advisory Board due to personal time conflicts effective immediately. He thanked everyone for the opportunity to be on the Board. The Board thanked him for his service and commented on the value of his first-hand experience to the discussions.

Adjourn

Motion: J. Palillo made a Motion to Adjourn. M. Pollard seconded the motion.

Vote: The motion passed unanimously (8-0).

Approved this ____ day of _____ 2024.

Chair or Vice Chair

Board Secretary



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Patrick Patterson, Planner I

Subject: Public Hearing on Petition #TA24-07 "Accessory Dwelling Units in General Residential"

EXPLAIN REQUEST:

Conduct a public hearing on Petition #TA24-07 "Accessory Dwelling Units in General Residential", a text amendment request by the Town of Huntersville Planning Department to amend Article 3.2.3(c) of the Huntersville Zoning Ordinance to remove the family-only occupancy requirement from the General Residential zoning district regulations to achieve consistency with the rules governing ADU's in other residential zones.

ACTION RECOMMENDED:

Conduct a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA24-07 Staff Report PH
2. Signed Application TA24-07 and Ordinance
3. May 2, 2024 Minutes

TA24-07 Accessory Dwelling Units (ADU's) in General Residential

PART 1: DESCRIPTION

TA24-07 is a text amendment request by the Town of Huntersville Planning Department to amend Article 3.2.3(c) of the Huntersville Zoning Ordinance to remove the family-only occupancy requirement from the General Residential (GR) zoning district regulations in order to achieve consistency with the rules governing ADUs in other residential zones.

PART 2: BACKGROUND

Accessory Dwelling Units (ADUs) are conditionally permitted in every residential district of the Town of Huntersville. Notably, in the General Residential (GR) zoning district, ADUs are currently restricted for use exclusively by family members (related person(s)). This “family only” restriction does not apply to other residential districts. Planning staff proposes eliminating this family-only occupancy requirement from the GR district regulations to achieve consistency with the rules governing ADUs in other residential zones.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

LU 10.1: Align housing options with resident needs and promote attainable housing options. Accommodate a mix of housing by type, tenure, and location to serve a growing and increasingly diverse population. Housing offerings should align with workforce opportunities, including management, professional positions, and service positions.

Comment: The proposed text amendment seeks to increase attainable housing options and accommodate a mix of housing types, satisfying one of the land use policies of the Huntersville 2040 Community Plan.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment TA24-07 to achieve consistency with the rules governing ADUs in other residential zones.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD RECOMMENDATION

On March 7, 2024, The Huntersville Ordinance Advisory Board recommended approval of TA24-07 with a vote of (7-1).

PART 6: PUBLIC HEARING

The Public Hearing is scheduled for July 16th, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled for July 23rd, 2024.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. HOAB Minutes

PART 9: STATEMENT OF CONSISTENCY – TA24-07		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA24-07, Planning Staff recommends approval based on consistency with L.U. 10.1 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it will make General Residential (GR) consistent with other residential districts and increase housing choices for residents of Huntersville.	APPROVAL: In considering the proposed amendment TA24-07, the Planning Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>	APPROVAL: In considering the proposed amendment TA24-07, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>
DENIAL: N/A	DENIAL: In considering the proposed amendment TA24-07, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u> It is not reasonable and in the public interest to amend the Zoning Ordinance because....<i>(Explain)</i>	DENIAL: In considering the proposed amendment TA24-07, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u> It is not reasonable and in the public interest to amend the Zoning Ordinance because....<i>(Explain)</i>



Text Amendment Application

Date of Application 4/19/2024

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

☐ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Zoning Ordinance Article(s): See Attached Section(s): See Attached

Current Ordinance

See Attached

Proposed Text

See Attached

Reason for Proposed
Change

To update the General Residential (GR) zoning district ADU restrictions to be
consistent with all other residential zoning districts

Applicant

Printed Name Town of Huntersville Planning Department Staff

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

Signature  Date 4/22/21

Title Planning Director Email brichard@huntersville.org

Address of Applicant _____

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

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

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

**AN ORDINANCE TO AMEND THE HUNTERSVILLE ZONING ORDINANCE TO
REMOVE RELATED PERSON(S) REQUIREMENTS FROM THE GENERAL
RESIDENTIAL ZONING DISTRICT**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 3.2.3(c), Zoning Ordinance is hereby amended as follows:

(c) Permitted Accessory Uses.

- accessory dwellings ~~for use by related person(s)~~, (9.1)
- day care home (small), (9.11)
- home occupations, (9.19)
- marinas, (9.42)
- solar facility, minor non-residential (9.54)
- solar energy facility, minor residential (9.54)
- accessory uses permitted in all districts (8.11)

Section 2. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 5/2/24

PUBLIC HEARING DATE:

PLANNING BOARD MEETING:

TOWN BOARD DECISION:

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, May 2, 2024.

Call to Order/Roll Call

Chairwoman Hallman called the meeting to order at 3:30 pm.

Voting Members Present: A. Hallman, K. Jones, M. Pollard, J. Palillo, J. Kluttz, S. Harrington, S. Hensley, and H. Whittaker

Voting Members Absent: M. Jones

Non-Voting Members Present: Commissioner Bergman, B. Richards, T. Barron, and E. Sloop.

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the March 7, 2024, Regular Meeting Minutes

Motion: S. Harrington made a Motion to Approve the March 7, 2024, regular meeting minutes as amended. H. Whittaker seconded the motion.

Vote: The motion passed unanimously (8-0).

Public Comments

None

Action Agenda

4A. TA24-06: Proposed amendment to require farmhouse clusters to provide an 80-foot vegetative buffer and place open space and tree save outside of private buildable lots.

N. Farber, Planner II reviewed the proposed text amendment.

The Board confirmed the proposed buffer is only the buffer along the street frontage and not side or rear buffers, requirement would include landscaping the buffer with native plants, how the open space is currently enforced, and how this would adjust the flexibility of what the homeowner would be able to utilize the land that they purchase.

Motion: M. Pollard made a motion to recommend Approval of TA24-06. K. Jones seconded the motion.

S. Hensley commented that generally he is not in support of limiting personal property rights, but he can see the benefit of what is being proposed for the homeowner to be able to use their property and for the expectations of the trees that will remain.

Vote: The motion passed (7-1) with J. Palillo opposed.

4B. TA24-07: Proposed amendment to remove reference of family-only occupancy requirement for ADU's from the General Residential zoning district regulations to achieve consistency with the rules governing ADU's in other residential zoning districts.

P. Patterson, Planner I reviewed the proposed text amendment.

The Board confirmed the allowed uses for the ADU, if there were any limitations regarding short-term rental and ADU's, and approximately how much General Residential zoning still remains in town, and what caused the text amendment to be proposed.

Motion: M. Pollard made a motion to recommend Approval of TA24-07. J. Palillo seconded the motion.

Vote: The motion passed (7-1) with A. Hallman opposed.

4C. TA 24-08: Proposed amendment to update language to clarify where an existing Family Care Home's exclusive one-half mile radius limit is measured from.

P. Patterson, Planner I reviewed the proposed text amendment that is not a required update due to North Carolina General Statutes.

The Board reviewed the current methodology and proposed changes, why this regulation exists, and expressed concern about the existing distance requirements as this is an important solution for an aging population seeking affordable housing.

Motion: S. Harrington made a motion to recommend Approval of TA24-08. J. Palillo seconded the motion.

A. Hallman commented that it does appear that this Board is being asked to recommend a text amendment in full and not in part even though a portion of the text amendment is not being heard by the Board as it relates to statute changes.

Vote: The motion passed unanimously (8-0).

4D. TA24-09: Proposed amendment to Article 8.10 "Building Separation" and Article 12, Section 12.2.1, to align with fire-separation distance as defined in the North Carolina State Building Code.

P. Patterson, Planner I reviewed the proposed text amendment.

The Board confirmed that the full and complete building code outlines the requirements and must be met through a building permit.

Motion: J. Palillo made a motion to recommend Approval of TA24-09. J. Klutz seconded the motion.

Vote: The motion passed unanimously (8-0).

Other Business

J. Palillo announced his resignation from the Ordinance Advisory Board due to personal time conflicts effective immediately. He thanked everyone for the opportunity to be on the Board. The Board thanked him for his service and commented on the value of his first-hand experience to the discussions.

Adjourn

Motion: J. Palillo made a Motion to Adjourn. M. Pollard seconded the motion.

Vote: The motion passed unanimously (8-0).

Approved this ____ day of _____ 2024.

Chair or Vice Chair

Board Secretary



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Patrick Patterson, Planner I

Subject: Conduct a public hearing on TA24-08 "Family Care Home"

EXPLAIN REQUEST:

Conduct a public hearing on petition #TA24-08 "Family Care Home", a text amendment request by the Town of Huntersville Planning Department to amend Article 12, Section 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.

ACTION RECOMMENDED:

Conduct a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA24-08 Staff Report PH
2. Signed Application TA24-08
3. TA24-08 Ordinance
4. May 2, 2024 Minutes

TA24-08 Family Care Homes

PART 1: DESCRIPTION

TA24-08 is a text amendment request by the Town of Huntersville Planning Department to amend Article 12 Section 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.

PART 2: BACKGROUND

Family Care Homes are allowed in all residential districts, with certain conditions attached to the use. One of the conditions is a separation requirement between Family Care Homes. The definition of Family Care Home defines the distance as one-half mile between Family Care Homes, but does not state where the distance is measured from. Staff is looking to clarify the language to specify where a Family Care Home's one-half mile radius distance is measured from.

Staff is also making changes to language found in the "Family Care Home" definition to closer match current state statutes.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

No relevant policies in the Huntersville 2040 Community Plan.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment TA24-08 as it specifies where a Family Care Home's one-half mile radius distance is measured from.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD RECOMMENDATION

On March 7, 2024, The Huntersville Ordinance Advisory Board recommended approval of TA24-08 with a vote of (8-0).

PART 6: PUBLIC HEARING

The Public Hearing is scheduled for July 16th, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled for July 23rd, 2024.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. HOAB Minutes

PART 9: STATEMENT OF CONSISTENCY – TA24-08		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA24-08, Planning Staff recommends approval based on consistency with all policies of the Huntersville 2040 Community Plan and compliance with State Statutes It is reasonable and in the public interest to amend the Zoning Ordinance because it will provide further clarification to the language.	APPROVAL: In considering the proposed amendment TA24-08, the Planning Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>	APPROVAL: In considering the proposed amendment TA24-08, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>
DENIAL: N/A	DENIAL: In considering the proposed amendment TA24-08, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because....<i>(Explain)</i>	DENIAL: In considering the proposed amendment TA24-08, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because....<i>(Explain)</i>



Text Amendment Application

Date of Application 4/19/2024

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

☐ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Zoning Ordinance Article(s): 12 Section(s): 12.2.1

Current Ordinance

See Attached

Proposed Text

See Attached

Reason for Proposed Change

Staff is looking to update the language to specify where a Family Care Home's on-half mile radius distance is measured from.

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name Town of Huntersville Planning Department Staff

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

Signature  Date _____

Title Planning Director Email brichod@huntersville.org

Address of Applicant _____

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

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

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

**AN ORDINANCE TO AMEND THE HUNTERSVILLE ZONING ORDINANCE, ARTICLE
12, SECTION 12.2.1**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 12, Section 12.2.1 of the Zoning Ordinance is hereby amended by modifying Article 12, Section 12.2.1 “Family Care Home” as follows:

A home with support and supervisory personnel that provides room and board, personal care, and habilitation services in a family environment for not more than six resident persons with disabilities. Persons with disabilities shall mean a person with a temporary or permanent physical, emotional, or mental disability, including, but not limited to, ~~mental retardation~~ an intellectual or other developmental disability, cerebral palsy, epilepsy, autism, hearing and sight impairments, emotional disturbances, and orthopedic impairments but not including ~~mentally ill~~ persons with a mental illness who are dangerous to others as defined in G.S. 122C-3(11)(b). Family care homes are permitted in any district which allows residential use, however, no new family care home is permitted within a one-half mile radius of an existing family care home, measured from the nearest property lines.

Section 2. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 5/2/24

PUBLIC HEARING DATE:

PLANNING BOARD MEETING:

TOWN BOARD DECISION:

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, May 2, 2024.

Call to Order/Roll Call

Chairwoman Hallman called the meeting to order at 3:30 pm.

Voting Members Present: A. Hallman, K. Jones, M. Pollard, J. Palillo, J. Kluttz, S. Harrington, S. Hensley, and H. Whittaker

Voting Members Absent: M. Jones

Non-Voting Members Present: Commissioner Bergman, B. Richards, T. Barron, and E. Sloop.

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the March 7, 2024, Regular Meeting Minutes

Motion: S. Harrington made a Motion to Approve the March 7, 2024, regular meeting minutes as amended. H. Whittaker seconded the motion.

Vote: The motion passed unanimously (8-0).

Public Comments

None

Action Agenda

4A. TA24-06: Proposed amendment to require farmhouse clusters to provide an 80-foot vegetative buffer and place open space and tree save outside of private buildable lots.

N. Farber, Planner II reviewed the proposed text amendment.

The Board confirmed the proposed buffer is only the buffer along the street frontage and not side or rear buffers, requirement would include landscaping the buffer with native plants, how the open space is currently enforced, and how this would adjust the flexibility of what the homeowner would be able to utilize the land that they purchase.

Motion: M. Pollard made a motion to recommend Approval of TA24-06. K. Jones seconded the motion.

S. Hensley commented that generally he is not in support of limiting personal property rights, but he can see the benefit of what is being proposed for the homeowner to be able to use their property and for the expectations of the trees that will remain.

Vote: The motion passed (7-1) with J. Palillo opposed.

4B. TA24-07: Proposed amendment to remove reference of family-only occupancy requirement for ADU's from the General Residential zoning district regulations to achieve consistency with the rules governing ADU's in other residential zoning districts.

P. Patterson, Planner I reviewed the proposed text amendment.

The Board confirmed the allowed uses for the ADU, if there were any limitations regarding short-term rental and ADU's, and approximately how much General Residential zoning still remains in town, and what caused the text amendment to be proposed.

Motion: M. Pollard made a motion to recommend Approval of TA24-07. J. Palillo seconded the motion.

Vote: The motion passed (7-1) with A. Hallman opposed.

4C. TA 24-08: Proposed amendment to update language to clarify where an existing Family Care Home's exclusive one-half mile radius limit is measured from.

P. Patterson, Planner I reviewed the proposed text amendment that is not a required update due to North Carolina General Statutes.

The Board reviewed the current methodology and proposed changes, why this regulation exists, and expressed concern about the existing distance requirements as this is an important solution for an aging population seeking affordable housing.

Motion: S. Harrington made a motion to recommend Approval of TA24-08. J. Palillo seconded the motion.

A. Hallman commented that it does appear that this Board is being asked to recommend a text amendment in full and not in part even though a portion of the text amendment is not being heard by the Board as it relates to statute changes.

Vote: The motion passed unanimously (8-0).

4D. TA24-09: Proposed amendment to Article 8.10 "Building Separation" and Article 12, Section 12.2.1, to align with fire-separation distance as defined in the North Carolina State Building Code.

P. Patterson, Planner I reviewed the proposed text amendment.

The Board confirmed that the full and complete building code outlines the requirements and must be met through a building permit.

Motion: J. Palillo made a motion to recommend Approval of TA24-09. J. Klutz seconded the motion.

Vote: The motion passed unanimously (8-0).

Other Business

J. Palillo announced his resignation from the Ordinance Advisory Board due to personal time conflicts effective immediately. He thanked everyone for the opportunity to be on the Board. The Board thanked him for his service and commented on the value of his first-hand experience to the discussions.

Adjourn

Motion: J. Palillo made a Motion to Adjourn. M. Pollard seconded the motion.

Vote: The motion passed unanimously (8-0).

Approved this ____ day of _____ 2024.

Chair or Vice Chair

Board Secretary



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Patrick Patterson, Planner I

Subject: Public hearing on TA24-09 "Building Separation"

EXPLAIN REQUEST:

Conduct a public hearing on petition #TA24-09 "Building Separation", a text amendment request by the Town of 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.

ACTION RECOMMENDED:

Conduct a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA24-09 Staff Report PH
2. Signed Application TA24-09
3. TA24-09 Ordinance
4. May 2, 2024 Minutes

TA24-09 Building Separation

PART 1: DESCRIPTION

TA24-09 is a text amendment request by the Town of Huntersville Planning Department to amend Article 8.10 and Article 12.2.1 of the Huntersville Zoning Ordinance to closer align Huntersville Zoning regulations regarding building separation to North Carolina Building Code Standards and North Carolina Residential Code Standards.

PART 2: BACKGROUND

Article 8.10 of the Huntersville Zoning Ordinance contains requirements regarding building separation for principal and accessory structures. Staff is seeking to change building separation standards stated in the Huntersville Zoning Ordinance to reflect the North Carolina State Building Codes or North Carolina Residential Codes for building separation. This will simplify the zoning ordinance by referring to building code requirements for building separation and ensures that Huntersville won't need to amend the ordinance whenever building code standards are updated.

Additionally, the text amendment adds the definition of "Fire Separation Distance" into the ordinance, and replace all instances of "Building Separation" with "Fire Separation Distance." This adjustment is necessary because the North Carolina State Building Code and North Carolina Residential Code do not explicitly define building separation and instead define it as "Fire Separation Distance".

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

LU 10.1: Continue to encourage a mix of lot sizes in new developments.

Comment: The proposed text amendment seeks to increase attainable housing options and accommodate a mix of lot sizes, satisfying one of the land use policies of the Huntersville 2040 Community Plan.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment TA24-09 as it simplifies our zoning ordinance by deferring to North Carolina State Building Code Standards

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD RECOMMENDATION

On March 7, 2024, The Huntersville Ordinance Advisory Board recommended approval of TA24-09 with a vote of (8-0).

PART 6: PUBLIC HEARING

The Public Hearing is scheduled for July 15th, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled for July 23rd, 2024.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. HOAB minutes

PART 9: STATEMENT OF CONSISTENCY – TA24-09

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA24-09, Planning Staff recommends approval based on consistency with L.U. 10.2 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it encourages a mix of lot sizes in new developments and increases site design flexibility.	APPROVAL: In considering the proposed amendment TA24-09, the Planning Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>	APPROVAL: In considering the proposed amendment TA24-09, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>
DENIAL: N/A	DENIAL: In considering the proposed amendment TA24-09, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... <i>(Explain)</i>	DENIAL: In considering the proposed amendment TA24-09, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... <i>(Explain)</i>



Text Amendment Application

Date of Application 4/19/2024

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

____ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

X Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Zoning Ordinance Article(s): See Attached Section(s): See Attached

Current Ordinance

See Attached

Proposed Text

See Attached

Reason for Proposed Change

Amend building separation distance to match building code standards

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name Town of Huntersville Planning Department Staff

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

Signature  Date 4/22/24

Title Planning Director Email b.nichols@huntersville.org

Address of Applicant _____

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

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

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

**AN ORDINANCE TO AMEND ARTICLE 8, SECTION 10 “BUILDING SEPARATION”
AND ARTICLE 12, SECTION 12.2.1**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 8, Section 10 of the Zoning Ordinance is hereby amended as follows:

8.10 Building Separation-Fire-Separation Distance

All ~~detached~~ principal and accessory structures and buildings in all districts shall preserve a minimum ~~building separation~~ fire-separation distance of 10 feet compliant with North Carolina State Building Code requirements or NC Residential Code requirements, whichever may apply. ~~The requirement of the district to conform to an existing pattern of building spacing along a street may require a greater separation or the provision of specified side yards. All detached accessory structures in all districts shall maintain a minimum building separation of 4 feet, as measured from the overhang.~~

Section 2: Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 12, Section 12.2.1 of the Zoning Ordinance is hereby amended as follows:

Fire Separation Distance. The distance measured from the building face to one of the following:

1. To the closest interior lot line.
2. To the centerline of a street, an alley or public way.
3. To an imaginary line between two buildings on the lot.

The distance shall be measured at a right angle from the face of the wall.

Section 3: This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 5/2/24

PUBLIC HEARING DATE:

PLANNING BOARD MEETING:

TOWN BOARD DECISION:

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, May 2, 2024.

Call to Order/Roll Call

Chairwoman Hallman called the meeting to order at 3:30 pm.

Voting Members Present: A. Hallman, K. Jones, M. Pollard, J. Palillo, J. Kluttz, S. Harrington, S. Hensley, and H. Whittaker

Voting Members Absent: M. Jones

Non-Voting Members Present: Commissioner Bergman, B. Richards, T. Barron, and E. Sloop.

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the March 7, 2024, Regular Meeting Minutes

Motion: S. Harrington made a Motion to Approve the March 7, 2024, regular meeting minutes as amended. H. Whittaker seconded the motion.

Vote: The motion passed unanimously (8-0).

Public Comments

None

Action Agenda

4A. TA24-06: Proposed amendment to require farmhouse clusters to provide an 80-foot vegetative buffer and place open space and tree save outside of private buildable lots.

N. Farber, Planner II reviewed the proposed text amendment.

The Board confirmed the proposed buffer is only the buffer along the street frontage and not side or rear buffers, requirement would include landscaping the buffer with native plants, how the open space is currently enforced, and how this would adjust the flexibility of what the homeowner would be able to utilize the land that they purchase.

Motion: M. Pollard made a motion to recommend Approval of TA24-06. K. Jones seconded the motion.

S. Hensley commented that generally he is not in support of limiting personal property rights, but he can see the benefit of what is being proposed for the homeowner to be able to use their property and for the expectations of the trees that will remain.

Vote: The motion passed (7-1) with J. Palillo opposed.

4B. TA24-07: Proposed amendment to remove reference of family-only occupancy requirement for ADU's from the General Residential zoning district regulations to achieve consistency with the rules governing ADU's in other residential zoning districts.

P. Patterson, Planner I reviewed the proposed text amendment.

The Board confirmed the allowed uses for the ADU, if there were any limitations regarding short-term rental and ADU's, and approximately how much General Residential zoning still remains in town, and what caused the text amendment to be proposed.

Motion: M. Pollard made a motion to recommend Approval of TA24-07. J. Palillo seconded the motion.

Vote: The motion passed (7-1) with A. Hallman opposed.

4C. TA 24-08: Proposed amendment to update language to clarify where an existing Family Care Home's exclusive one-half mile radius limit is measured from.

P. Patterson, Planner I reviewed the proposed text amendment that is not a required update due to North Carolina General Statutes.

The Board reviewed the current methodology and proposed changes, why this regulation exists, and expressed concern about the existing distance requirements as this is an important solution for an aging population seeking affordable housing.

Motion: S. Harrington made a motion to recommend Approval of TA24-08. J. Palillo seconded the motion.

A. Hallman commented that it does appear that this Board is being asked to recommend a text amendment in full and not in part even though a portion of the text amendment is not being heard by the Board as it relates to statute changes.

Vote: The motion passed unanimously (8-0).

4D. TA24-09: Proposed amendment to Article 8.10 "Building Separation" and Article 12, Section 12.2.1, to align with fire-separation distance as defined in the North Carolina State Building Code.

P. Patterson, Planner I reviewed the proposed text amendment.

The Board confirmed that the full and complete building code outlines the requirements and must be met through a building permit.

Motion: J. Palillo made a motion to recommend Approval of TA24-09. J. Klutz seconded the motion.

Vote: The motion passed unanimously (8-0).

Other Business

J. Palillo announced his resignation from the Ordinance Advisory Board due to personal time conflicts effective immediately. He thanked everyone for the opportunity to be on the Board. The Board thanked him for his service and commented on the value of his first-hand experience to the discussions.

Adjourn

Motion: J. Palillo made a Motion to Adjourn. M. Pollard seconded the motion.

Vote: The motion passed unanimously (8-0).

Approved this ____ day of _____ 2024.

Chair or Vice Chair

Board Secretary



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Patrick Patterson, Planner I

Subject: Consider a decision on TA24-04

EXPLAIN REQUEST:

Consider a decision on petition #TA24-04, a request by the Huntersville Planning Department to amend Article 11, Section 11.4.3(a) of the Huntersville Zoning Ordinance and Article 5.000 of the Huntersville Subdivision Ordinance in response to the Huntersville Ordinance Advisory Board bylaw updates.

ACTION RECOMMENDED:

Consider a decision

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. March 7, 2024 HOAB Minutes
2. Application and ordinance combined
3. TA24-04 Staff Report TB

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, March 7, 2024.

Call to Order/Roll Call

Chairwoman Hallman called the meeting to order at 3:30 pm.

Voting Members Present: A. Hallman, K. Jones, M. Jones, S. Harrington, S. Hensley, and H. Whittaker

Voting Members Absent: J. Kluttz, M. Pollard & J. Palillo

Non-Voting Members Present: Commissioner Bergman, B. Richards, T. Barron, and E. Sloop.

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the January 4, 2024, Regular Meeting Minutes

Motion: M. Jones made a Motion to Approve the January 4, 2024, regular meeting minutes as amended. S. Harrington seconded the motion.

Vote: The motion passed unanimously (6-0).

Public Comments

G. Campbell, Huntersville

D. Boone, Huntersville

Action Agenda

4A. TA24-03: Conditional District. Proposed amendment to clarify the intent of the zoning districts and modify ordinance allowance considerations in the Conditional District (CD) rezoning process.

B. Priest, Assistant Planning Director reviewed the proposed text amendment.

K. Jones asked if there were examples of approved conditional rezonings that would have been handled differently had this text amendment been in place. Staff explained that there are no examples since the conditional rezoning process is entirely legislative the Town Board can negotiate the results. This amendment is an attempt to give some idea of what the results could be but does not seek to lock in one way or another what the results will be without the legislative process.

M. Jones commented that he likes the flexibility but it might be good to add some language to this to avoid creating liability for the Town as the flexibility is subject to N.C.G.S. 160D-702b. Staff clarified that it was intentional in the draft of this amendment to continue to allow Zoning Ordinance Article 11.4.7 to deal with the requirements and actual process of approving

conditional rezonings which highlights that all conditions must be voluntary and cannot violate 160D or make someone do something arbitrary. This amendment is to Article 3 which is the intent, the high-level vision and goals.

H. Whittaker asked what the Town would gain from this versus what we currently have. A. Hallman also asked about why this type of change is needed. Staff commented that the goal is to gain more flexibility in what we can negotiate on with the applicant. The proposed amendment could allow staff when meeting with the applicant to have more flexibility to share with them the 2040 Plan goals and vision to try to get better design and better development.

S. Hensley described the proposed amendment as lowering the guardrails and asked if there are still guardrails in place within the proposed amendment to ensure that the legislative process is properly executed. Staff responded that the Town Board would really be the guardrails, the proposed amendment and the 2040 Plan wording are to increase flexibility. There are many unique designs and projects that the Ordinance, written in 1996, does not envision. The statement within the Zoning Ordinance that a project be within the spirit of the ordinance can be limiting.

Motion: K. Jones made a motion to recommend Approval of TA24-03, a request by Huntersville Planning Department for a text amendment. S. Hensley seconded the motion.

A. Hallman commented that the legislative process seems to grant full flexibility already so she doesn't see how this would help one way or another. Staff provided an example of downtown parking and that there is no flexibility that staff can support at this time, but some projects and parcels could really benefit from requesting a condition to have parking requirements waived.

Vote: The motion passed (5-1) with A. Hallman opposed.

4B. TA24-04: Proposed amendment to remove reference to Ordinance Advisory Board from Zoning Ordinance Article 11.4.3(a) and Subdivision Ordinance Article 5.000

B. Richards, Planning Director reviewed the proposed text amendment as a result of the adoption of the updated Ordinance Advisory Board Rules of Procedure on Monday, March 4, 2024, by the Town Board.

M. Jones requested that it be noted in the minutes that the updated rules of procedure have not been signed by the mayor and therefore the Board is not yet subject to the updated rules of procedure. Additionally, the agenda was changed without the consent of the Board Chair. Staff stated that the rules of procedure have been signed by the mayor and the email was just sent to the Board members.

Motion: K. Jones made a motion to Approve TA24-04, proposed amendment to remove reference to Ordinance Advisory Board from Zoning Ordinance Article 11.4.3(a) and Subdivision Ordinance Article 5.000. S. Harrington seconded the motion.

H. Whittaker asked what the purpose of his volunteering for this Board was with these changes. The Chair responded that with these changes the Board will serve the purpose of hearing and discussing only what staff presents to them.

K. Jones stated that it was explained to her by the previous Planning Director that her role was to look at ordinances and offer suggestions to Staff for text amendments, not to write or submit something for a text amendment. She then asked when the intent of the Board changed. Staff responded that the evolution of the Ordinance and Board are an on going process and subject to change.

S. Hensley commented that he was not in support of the changing of the bylaws but it has been done and now this text amendment falls within the scope of what the Ordinance Advisory Board is tasked to complete. Given the change to the bylaws he will support the motion but he would have preferred no action on this item.

A. Hallman commented that she understands that the bylaws have passed but she disagrees with this change. She does not believe that this is in the public interest and she understands that the vote of this board does not matter, the item will move forward.

Vote: The motion failed (1-4-1) with A. Hallman, M. Jones, S. Harrington, K. Jones opposed and H. Whittaker abstaining.

Motion: A. Hallman made a motion to Deny TA24-04, proposed amendment to remove reference to Ordinance Advisory Board from Zoning Ordinance Article 11.4.3(a) and Subdivision Ordinance Article 5.000. M. Jones seconded the motion.

Vote: The motion passed (5-0-1) with S. Hensley abstaining.

Other Business

5A. Follow up discussion related to street stubs.

B. Richards, Planning Director reviewed the connectivity goals as outlined in the 2040 Long Range Community Plan. Staff stated that the Engineering Standards guide does review curb cuts and sidewalks and there are existing developments that were approved prior to the current standards which were adopted in 2018. S. Trott, Director of Engineering provided examples around Town of the variety of curb cuts, sidewalks, cul-de-sac that exist in the Town.

S. Harrington commented that he is satisfied knowing that the standards are in place to ensure that pedestrians and persons in wheelchairs have a safe and accessible way to cross the street. In his opinion, the goal has never been to go back and mitigate developments prior to 2018.

S. Hensley asked staff if they were comfortable with the current process, or if they feel that any changes should be made to address this further. Staff stated that they are comfortable with the current process.

Adjourn

Motion: H. Whittaker made a Motion to Adjourn. M. Jones seconded the motion.

Vote: The motion passed unanimously (6-0).

Approved this ____ day of _____ 2024.

Chair or Vice Chair

Board Secretary



Text Amendment Application

Date of Application 3/5/2024

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

☐ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): 11.4.3(a) Article(s): _____ Section(s): _____
Subdivision 5.000

See attached

Current Ordinance

Proposed Text

Reason for Proposed
Change

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name Town of Huntersville

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

Signature Brian Richards Date 03/05/2024

Title Planning Director Email _____

Address of Applicant _____

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

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

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

**AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE ZONING ORDINANCE AND
SUBDIVISION ORDINANCE TO REMOVE REFERENCES OF THE HUNTERSVILLE
ORDINANCES ADVISORY BOARD**

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 11.4.3(a) of the Zoning Ordinance, Initiation, is hereby amended as follows:

Initiation.

1. Any amendment to the Zoning Ordinance text or Zoning Map, except for the classification of property to a conditional zoning district or MH Overlay or to down-zone property as defined by N.C.G.S. 160D-601 may be initiated:
 1. By the Town Board, ~~Huntersville Ordinances Advisory Board~~, or the Planning Board on its own resolution;
 2. By the property owner(s), upon filing an official petition, submitting the fee established by the Town Board, and providing a list of adjoining properties including tax parcel numbers and the name and address of each owner, provided in digital form if possible;
 3. By someone other than the property (if not a request to down-zone property) owner following:
 1. filing of an official petition and submission of the established fee by the initiating party; and in addition, for a map amendment, providing a list of adjoining properties including tax parcel numbers and the name and address of each owner, or, for a text amendment, submitting the prepared text and rationale for seeking the amendment;
 2. preliminary evaluation by the Planning Board to evaluate consistency of the proposal with the objectives and policies of plans adopted by the Town of Huntersville; and
 3. determination by the Town Board whether the petition should be granted a public hearing or rejected.

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 5.000 of the Subdivision Ordinance, Amendments, is hereby amended as follows:

5.000 AMENDMENTS

The Planning Staff may from time to time, and at the request of the ~~Huntersville Ordinances Advisory Board~~, Huntersville Town Board, or Planning Board shall prepare certain amendments

to the text of the Subdivision Ordinance to correct errors, update or modify the requirements, or otherwise modify the operation of the ordinance in regulating the subdivision of land.

Amendments to this ordinance may only be enacted pursuant to public notice and public hearing on the proposed amendments. Notice of such public hearing shall be published once per week for two successive weeks in a newspaper of general circulation in the Town of Huntersville. The notice shall be first published not less than ten (10) days nor more than twenty-five (25) days prior to the date fixed for the hearing. The notice shall indicate the date, time, and place of the hearing and shall include a statement of the substance of the proposed amendment.

All text amendments must be referred to the Planning Board for a recommendation prior to final action by the Town Board. If no written report is received from the Planning Board within 30 days of referral of the amendment to that board, the governing board may act on the amendment without the Planning Board report.

Section 3. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD:
PLANNING BOARD:
TOWN BOARD:

11.4 Amendment Process

3. Initiation.

1. Any amendment to the Zoning Ordinance text or Zoning Map, except for the classification of property to a conditional zoning district or MH Overlay or to down-zone property as defined by N.C.G.S. 160D-601 may be initiated:
 1. By the Town Board, ~~Huntersville Ordinances Advisory Board~~, or the Planning Board on its own resolution;
 2. By the property owner(s), upon filing an official petition, submitting the fee established by the Town Board, and providing a list of adjoining properties including tax parcel numbers and the name and address of each owner, provided in digital form if possible;
 3. By someone other than the property (if not a request to down-zone property) owner following:
 1. filing of an official petition and submission of the established fee by the initiating party; and in addition, for a map amendment, providing a list of adjoining properties including tax parcel numbers and the name and address of each owner, or, for a text amendment, submitting the prepared text and rationale for seeking the amendment;
 2. preliminary evaluation by the Planning Board to evaluate consistency of the proposal with the objectives and policies of plans adopted by the Town of Huntersville; and
 3. determination by the Town Board whether the petition should be granted a public hearing or rejected.
2. An amendment for the reclassification of property to a conditional zoning district or a MH Overlay district, may be initiated only by the owners of all of the property to be included in the district and shall be accompanied by an official petition, the established fee, and documentation as required by paragraph 1) below and as may be required by paragraph 2), below.
 1. A petition requesting the reclassification of property to a conditional zoning district or overlay district must be accompanied by a site plan, drawn to scale, and any necessary supporting text, which shall include all data specified in paragraphs (A) through (N) below that are applicable to the project. Where the type of use or scale of proposal makes providing any of the following items unnecessary or impractical, the Planning Director may waive individual items.
 1. A boundary survey and vicinity map showing the property's total acreage, zoning classification(s), general location in relation to major streets, railroads, and/or waterways, date, and north arrow;
 2. Existing topography on the site and within 300 feet of the boundary of the site; and the general nature of the proposed topography at four-foot contour intervals or less;

3. All existing easements, reservations, rights-of-way, and any other restrictions on the use of the land;
 4. Number and general location of proposed structures;
 5. Proposed use of all land and structures, including the number of residential units or the total square footage of any nonresidential development;
 6. All yards, buffers, screening, and landscaping required by these regulations;
 7. Any screening, buffers, and landscaping proposed over and above that required by these regulations, as well as proposed treatment of any existing natural features;
 8. All existing and proposed points of access to public streets; the location of proposed new streets;
 9. Delineation of areas within the regulatory floodplain as shown on the Official Floodway Maps for Mecklenburg County;
 10. Proposed number and location of signs;
 11. Proposed phasing, if any, and approximate completion time for the project;
 12. The location of existing and proposed storm drainage patterns and facilities intended to serve the development;
 13. Traffic, parking, and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets, existing and proposed;
 14. A listing of adjoining properties including tax parcel numbers and the name and address of each owner, provided in digital form if possible.
2. In the course of evaluating the proposed use, the Planning Director, Planning Board or Town Board of Commissioners may request additional information from the petitioner. Information requested may include the following:
 1. The location of significant trees on the petitioned property;
 2. Scale of buildings relative to adjoining properties, including sight lines;
 3. Height of structures;
 4. Exterior features of proposed development;
 5. Any other information needed to demonstrate compliance with these regulations.
 3. The site plan, building elevations, perspectives, sections, and any supporting text shall constitute part of the petition for all purposes under these regulations.

3. The Planning Department shall determine the number of copies of each petition and other required documentation to be submitted by the petitioner so that copies may be circulated to all appropriate agencies for review and comment. A statement analyzing the reasonableness of the proposed via certified mail rezoning shall be prepared for each petition for a rezoning to a special or conditional use district, or a conditional district, or other small-scale rezoning.
4. Before a public hearing may be held on a petition for a conditional zoning, the petitioner must file in the Office of the Planning Department a written report of at least one community meeting held by the petitioner. Notice of such a meeting shall be provided to all of the following, using the parcel ownership information listed in the current Mecklenburg County tax records:
 1. Owner of each property petitioned for rezoning
 2. Owner of each abutting property
 3. Owner of each property within 250 feet of the petitioned property
 4. Owner of each property directly across a street, easement, or right-of-way, public or private, from the petitioned property
 5. Owner of each property across a street, easement, or right-of-way, and within 250 feet of the right-of-way boundary opposite the petitioned property
 6. Contact person for each neighborhood association, property owner association, and homeowner association registered with the Town Planning Department that has jurisdiction over property within 2,000 feet of any portion of the rezoning site (distance scaled on a Town of Huntersville or Mecklenburg County official map). If fewer than two registered associations are identified within 2,000 feet of the rezoning site, it is the responsibility of the petitioner to identify and include unregistered associations or associations beyond 2,000 feet of the site, such that no fewer than two neighborhood, property owner, or homeowner associations are notified of the community meeting.
 7. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a copy of any materials presented at the meeting, a summary of issues discussed at the meeting, including changes suggested by the participants and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. In the event the petitioner has not held at least one meeting pursuant to this paragraph, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this paragraph shall be considered by the Town Board but shall not be subject to judicial review.

5.000 AMENDMENTS

The Planning Staff may from time to time, and at the request of the ~~Huntersville Ordinances Advisory Board~~, Huntersville Town Board, or Planning Board shall prepare certain amendments to the text of the Subdivision Ordinance to correct errors, update or modify the requirements, or otherwise modify the operation of the ordinance in regulating the subdivision of land.

Amendments to this ordinance may only be enacted pursuant to public notice and public hearing on the proposed amendments. Notice of such public hearing shall be published once per week for two successive weeks in a newspaper of general circulation in the Town of Huntersville. The notice shall be first published not less than ten (10) days nor more than twenty-five (25) days prior to the date fixed for the hearing. The notice shall indicate the date, time, and place of the hearing and shall include a statement of the substance of the proposed amendment.

All text amendments must be referred to the Planning Board for a recommendation prior to final action by the Town Board. If no written report is received from the Planning Board within 30 days of referral of the amendment to that board, the governing board may act on the amendment without the Planning Board report.

TA24-04 Huntersville Ordinance Advisory Board Bylaw Updates

PART 1: DESCRIPTION

TA24-04 is a text amendment request by the Town of Huntersville Planning Department to amend Article 11, Section 11.4.3(a) of the Huntersville Zoning Ordinance and Article 5.000 of the Huntersville Subdivision Ordinance in response to the Huntersville Ordinance Advisory Board bylaw updates.

PART 2: BACKGROUND

On March 4th, 2024, the Huntersville Town Board voted to approve amendments to the Huntersville Ordinance Advisory Board (HOAB) bylaws. The amendments to the bylaws have removed the ability for the Huntersville Ordinance Advisory Board to propose text amendments.

The purpose of the text amendment is to align the zoning and subdivision ordinance with the recently adopted bylaws of the Huntersville Ordinance Advisory Board.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

No relevant policies in the Huntersville 2040 Community Plan

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment TA24-04 to stay compliant with the recently updated Huntersville Ordinance Advisory Board (HOAB) bylaws.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD RECOMMENDATION

On March 7, 2024, The Huntersville Ordinance Advisory Board recommended denial of TA24-04, with a vote of (5-1), to remove the references of the Huntersville Advisory Board from Article 11, Section 11.4.3(a) of the Huntersville Zoning Ordinance and Article 5.000 of the Huntersville Subdivision Ordinance.

PART 6: PUBLIC HEARING

The Public Hearing was conducted on May 6, 2024, with no one from the public speaking for or against the application.

PART 7: PLANNING BOARD RECOMMENDATION

On June 25, 2024, The Planning Board voted to approve TA24-04 with a vote of (6-0-1). Link to livestream of June 25th, 2024, Planning Board meeting below.

<https://www.youtube.com/@townofhuntersvillenc28078>

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. HOAB Minutes

PART 9: STATEMENT OF CONSISTENCY – TA24-04		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA24-04, Planning Staff recommends approval based on consistency with all policies of the Huntersville 2040 Community Plan and compliance with State Statutes It is reasonable and in the public interest to amend the Zoning Ordinance because it will provide further clarification to the language.	APPROVAL: In considering the proposed amendment TA24-04, the Planning Board recommends approval based on consistency with all policies of the Huntersville 2040 Community Plan and compliance with State Statutes It is reasonable and in the public interest to amend the Zoning Ordinance because it will provide further clarification to the language.	APPROVAL: In considering the proposed amendment TA24-04, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed amendment TA24-04, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... (Explain)



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Senior Planner

Subject: QUASI-JUDICIAL for SUP#24-01 Northpointe Hotel

EXPLAIN REQUEST:

Conduct an Evidentiary Hearing

ACTION RECOMMENDED:

Conduct a hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. SUP24-01 Evidentiary Hearing Staff Analysis
2. Amended SUP Application - For Submission 4.11.24, 4868-4003-6790 v.1
3. Amended Special Use Permit Applicant Burden - Np Exec Center Hotel
4. 2024-05-24 Northpointe Hotel Special Use Plan Set
5. Architectural Elevations for hearing
6. Impact on Neighboring Property Values 6-26-24 (002), 4881-8547-1437 v.1

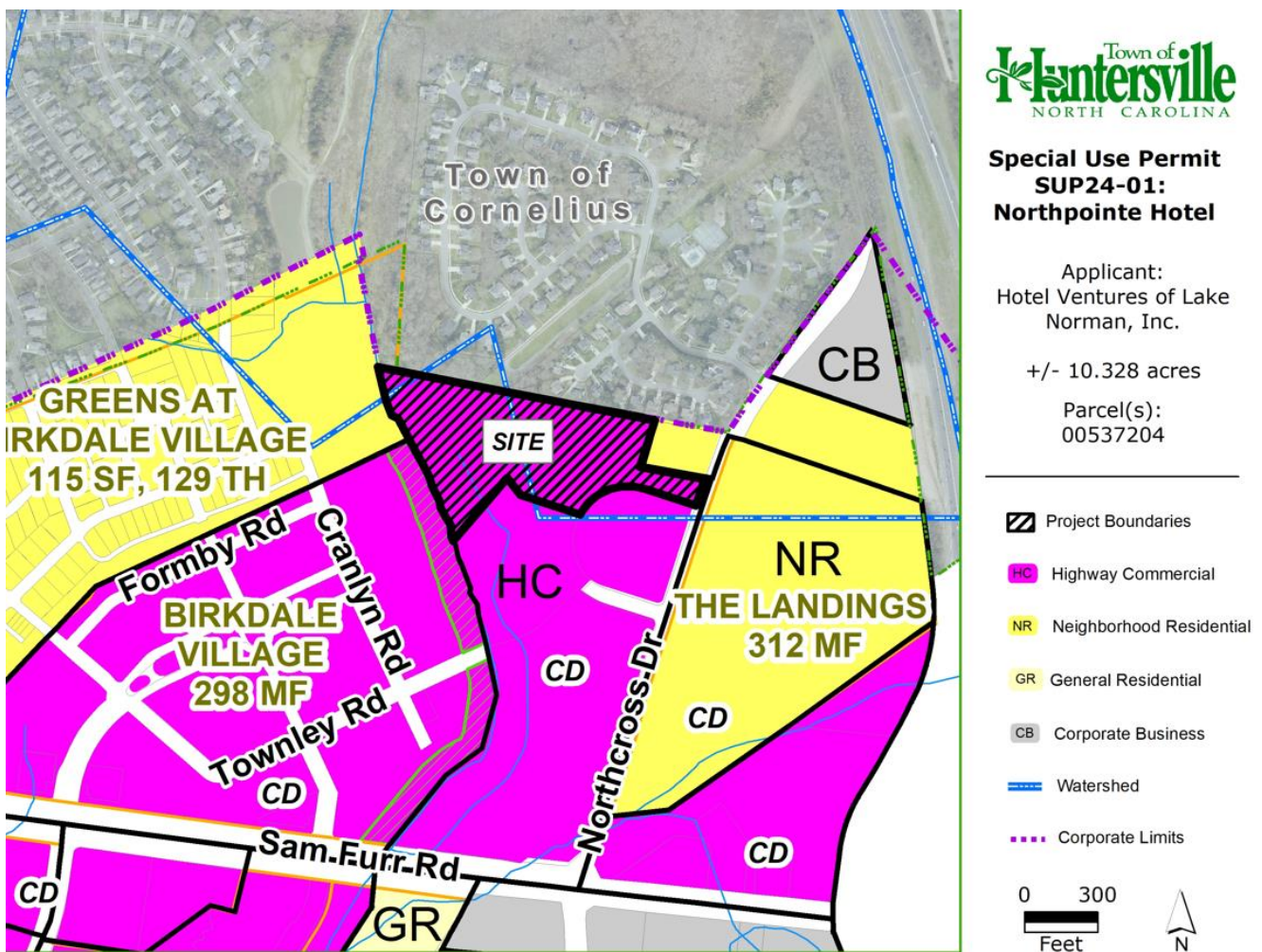
REQUEST:

Special Use Permit Application for Hotel Use in Highway Commercial District – SUP24-01

1: DESCRIPTION

Petition #SUP24-01 is a request by Hitesh Patel on behalf of Hotel Ventures of Lake Norman, Inc for a Special Use Permit for a hotel on at 8830 Northpointe Executive Park Drive PIN 00537204. Hotels are a permitted use in the Highway Commercial (HC) zoning district with the issuance of a special use permit and subject to the conditions outlined in Article 9.45 when spaced less than 250' from a residential or mixed-use zone, which is the case with this proposal. (this proposal also requires a rezoning and is proposed for a conditional district rezoning*see R24-01)

PART 2: LOCATION



PART 3: STAFF FINDINGS

Article 9.45 Hotels and Motels:

1. Any structure in which a hotel or motel is the principal or accessory use shall be separated by a distance of at least 250 feet from any residential or mixed-use zoning district, measured from the closest point of the lot occupied by the hotel or motel to the closest point of lots in residential and mixed-use zoning districts.

STAFF FINDINGS: The subject property is directly adjacent to a residential zoning district.

2. **a)** Any structure in which a hotel or motel is the principle or accessory use shall be separated by a distance no less than three (3) times the height of the proposed structure closest to the common lot line of the adjoining residential and mixed-use zone, but in no case less than 100 feet.

STAFF FINDINGS: The proposal calls for a maximum height of 36 feet, this height times three equals 108 feet. The separation distance proposed under the condition above is at 200 feet, which can be seen in the provided site plans attached. Therefore, the requirement is met.

b) That all other site design requirements stated in this code are met. Any structure in which a hotel or motel is the principal or accessory use is spaced less than established in 1 above shall require a special use permit subject to the following standards as well as all other standards applicable for special use permits:

STAFF FINDINGS: The application requires this special use permit.

c) That vehicular access to the use will be provided only by way of a major or minor thoroughfare, or a Retail/Mixed-Use Local or Collector Street within a commercial or mixed-use project.

STAFF FINDINGS: Northpointe Executive Park Drive, when improved to Engineering and Public Works Standards, and accepted as a public street, will be classified as a Collector Street within a commercial project. Northcross Drive which gives access to Northpointe Executive Park Drive is classified as a minor thoroughfare.

3. Any structure in which a hotel or motel is the principal or accessory use may exceed the permitted building height of the zoning district, not to exceed six (6) stories, subject to a Special Use Permit, and the requirements of Article 9.45.2.

STAFF FINDINGS: The Highway Commercial District allows Highway Commercial building types to reach 36 feet (Measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof).

The height proposed for the hotel is 36 feet, which in this case does not require the Special Use Permit for this specific condition (only for the separation of uses as previously noted).

Article 11.4.10(e)(2) The applicant has the burden of producing competent, material, and substantial evidence establishing that:

- i. The proposed special use will not materially endanger the public health or safety;

STAFF FINDINGS: There is no reason to believe that this project would endanger the public health or safety. All applicable fire and building safety codes will be met if approved.

- ii. The proposed special use will not substantially injure the value of abutting property, or it constitutes a public necessity;

STAFF FINDINGS: The applicant has attached evidence from a qualified appraiser that the proposal will not substantially injure the value of the abutting properties.

Findings include the subject property as being zoned for commercial use since 1999 for office use specifically (R-98-10 rezoned from Neighborhood Residential to Highway Commercial-Conditional District). Hotels have generally been accepted in office parks. The applicants have proposed a buffer supported by staff as being appropriate between the developing parcel and the single-family adjacent land uses to the north.

- iii. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan;

STAFF FINDINGS: the proposal is consistent with the Huntersville 2040 Community Plan policies LU 6, 6.1, 6.2. Furthermore, Hotels are a common use within a business park and can be complimentary to the use and or existing uses. The Town Board will determine if the separation of the proposed hotel to the single-family residential neighborhood to the north is appropriate given the information provided by the applicant. Staff supports that the buffer yard shown creates a separation that is in harmony with that bordering use and that a hotel use is compatible within the existing business park. The buffer allows appropriate separation from the less intense use and creates a visual barrier between them with added privacy fencing and vegetation consistent with ordinance requirements.

Note: The Single-Family Residential Use to the north, adjacent to this subject parcel, was developed around 1997(See clip from 1997 showing the SFR use developing prior to the office Park, below* SFR development north of the blue marker which represents the subject site*). Northpointe Executive Center office park was permitted under the rezoning R98-10 from Neighborhood Residential to Highway Commercial-Conditional District and started developing in 1999.



- iv. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located;

STAFF FINDINGS: The proposal complies with all applicable standards and ordinances with one modification requested for an alternative buffer due to the existing United Energy ROW and the required buffer sharing the same location on the site. Staff recommends approval of the modification request we support it as in keeping with the spirit of the ordinance.

- v. The proposed special use will comply with all general and specific standards required by the appropriate section of this ordinance for the issuance of a special use permit for this use.

STAFF FINDINGS: All standards will be met and the proposed plan meets these standards. (see 1 & 2 above)

PART 4: PLANNING STAFF RECOMMENDATION

Staff finds this Special Use Permit application meets the requirements for the proposed hotel use based on the above findings of fact. Staff recommends approval if the Board finds that the applicant has presented competent, material, and substantial evidence that proves the criteria for a special use permit is met.

PART 5: EVIDENTIARY HEARING/FINAL ACTION

The Special Use Permit Evidentiary Hearing will be held on July 16, 2024.

PART 6: ATTACHEMENTS

- A: Application
- B: Special Use Permit Set(Site Plans)
- C: Architectural Plans and Elevations
- D: Impact on Neighboring Property Values Report
- E: Special Use Permit Applicant Burden Document

PART 7: Town Board Decision Statements

In Favor of the Special Use Permit

In considering the Special Use Permit SUP24-01, Northpointe Hotel, we, the Town Board, find that the request meets all the required criteria for granting a Special Use Permit for the Northpointe Hotel Application, as outlined in the ZONING ORDINANCE Articles 11.4.10 and 9.45. The Town Board grants SUP 24-01 and (Choose option A, B, or C):

A) Incorporates Staff's Findings of Facts for the standards to Grant SUP24-01.

B) Incorporates Staff's Findings of Facts numbered XXX (specify which Findings to accept and which to reject) and makes the following Findings of Facts for the Standards to Grant SUP 24-01:

1)

2)

Add additional statements as necessary.

C) Rejects Staff's Findings of Facts and makes the following Findings of Facts for the standards to grant SUP24-01(The Findings must be in relation to the applicable standards):

1)

2)

Add additional statements as necessary.

Against the Special Use Permit

In considering the Special Use Permit SUP24-01, Northpointe Hotel, we, the Town Board, find that the request does not meet the required criteria for granting a Special Use Permit for the Northpointe Hotel application, as outlined in the Zoning Ordinance Articles 11.4.10 and 9.45, based on the following Findings of Fact:

(List which conditions are not being met)

1)

2)

Add additional statements as necessary.



General Application

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

1. Application Type

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

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

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

2. Project Data

Date of Application 01/24/2024

Name of Project Northpointe Hotel Phase # (if subdivision) _____

Project Address 8830 Northpointe Executive Park Dr, Huntersville NC 28078

Parcel Identification Number(s) (PIN) 00537204

Current Zoning District HC-CD Proposed District (for rezoning only) HC-CD

Property Size (acres) 10.328 acres Street Frontage (feet) 618

Current Land Use Vacant

Proposed Land Use(s) Hotel

Is the project within Huntersville's corporate limits?
Yes X No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.
The purpose of this request is to obtain an SUP for this parcel to allow for a ~~4-story~~ 3-story hotel building with ~~132 rooms~~ 121 rooms and associated parking.

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name Hotel Ventures of Lake Norman Inc. Phone 706-855-0071 ext. 1
☒ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature [Signature]
Title Vice President Email hpatel@hotelventuresinc.com

Address of Applicant 3034 Washington Rd, Augusta GA 30907

7. Property Owner (if different than applicant)

*Printed Name Huntersville Office Owners LP Phone 651-398-2662
☐ Corporation ☐ Limited Liability Company ☐ Trust ☒ Partnership ☐ Other: _____

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

Signature [Signature]
Title President Email aw@redlinepropertypartners.com

Address of Property Owner 6101 Carnegie Blvd Suite 455, Charlotte NC 280

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

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

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
W&A Engineering	Tess Fallova	704-875-1615 ext 310	tfallova@waengineering.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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

Applicant Burden of Proof for Special Use Permits, Article 11.4.10(e).2:

The applicant has the burden of producing competent, material, and substantial evidence establishing that:

1. The proposed special use will not materially endanger the public health or safety;
2. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity;
3. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan;
4. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located; and
5. The proposed special use will comply with all general and specific standards required by the appropriate section of this ordinance for the issuance of a special use permit for this use.

Please note, if the applicant fails to provide substantial, material, and competent evidence addressing the applicable criteria, then the Town Board must deny the permit. That is true regardless of whether potential opponents present any evidence on point or not.

Expert Witness & Competent, Material, and Substantial Evidence:

Expert Witness:

- Generally, an expert witness is one qualified by knowledge, skill, experience, training, or education to provide specialized knowledge to help with the understanding of evidence or the determination of facts.
- Expert witnesses may include (but are not limited to):
 - A qualified appraiser when determining property value impact.
 - In North Carolina an owner of real property is generally competent to testify as to the value of their own property even though their knowledge on the subject would not qualify them as a witness were they not the owner.
 - An owner is generally expected to know what price the owner paid for the property and the uses to which the property may be put and to have a reasonably good idea of what it is worth. It is understood that the owner's opinion of the value of her own property may be subject to bias.
 - A transportation engineer when determining traffic impact.
 - A doctor or scientist when determining if the emissions from a proposed development would endanger the public health.

Competent, Material, and Substantial Evidence:

- Competent evidence is evidence that is sufficiently trustworthy and reliable, and that is legally fit and acceptable for consideration by the Board.
 - Speculative, irrelevant, or vague evidence; non-expert opinions on something that requires an expert; and hearsay evidence will likely not be competent evidence.
- Material evidence is evidence that shows that the standards will or will not be met.
- Evidence is substantial if it is relevant and regarded by a reasonable person as sufficient to support a specific conclusion.
 - Speculation, unsubstantiated fears of the community, or vague assertions do not constitute substantial evidence.



Special Use Permit- Applicant Burden **Amended**

- Competent, material, and substantial evidence may include (but is not limited to):
 - Documentation
 - Staff Reports
 - Notice of Violation
 - Adopted Town Plans
 - Academic Journal
 - Wills and Deeds
 - Financial Reports and Documents
 - Transactional Reports and Documents
 - Photograph
 - Expert Testimony

Applicant Response:

In the following space, indicate what competent, material, & substantial evidence you will provide to establish that:

1. The proposed special use will not materially endanger the public health or safety.

The proposed special use will not materially endanger the public health or safety. It will be constructed according to applicable local and state building codes. It will have primary ingress and egress on a commercially oriented street and will have modern construction and design attributes. It will be flagged within the Marriott family of brands, which will require it to maintain high levels of maintenance and meet certain fire/life safety standards. The hotel may also have to undergo periodic inspections from the fire marshal and health department.

2. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity.

Applicant anticipates presenting evidence from a qualified appraiser that the proposed Special Use will not substantially injure the value of abutting properties.



Special Use Permit- Applicant Burden

3. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan.

The proposed hotel will be in harmony with the area in which it is located and generally conform to the Huntersville 2040 Community Plan. The requested hotel use is permitted in the HC zoning district: "The inclusion of a use as a [special] use in a particular zoning district establishes a prima facie case that the permitted use is in harmony with the general zoning plan."
Mann Media Inc. v. Randolph County Planning Board, 356 N.C. 1 (2002). Primary ingress and egress will be on Northpointe Executive Park Drive. Land uses along Northpointe Executive Park Drive are commercial, and the residential neighborhood to the north will be well buffered. Existing transportation infrastructure and utilities are in place to support hotel development as are sidewalks that provide connectivity and walkability to nearby commercial uses. The project will support the economic vitality of Huntersville by expanding the local commercial tax base, creating job growth, and supporting entrepreneurship. From an environmental perspective, the tree canopy within the landscape buffer zone to the north will also be preserved.

4. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located.

The proposed special use complies with all lot, size, yard, and other applicable standards for the HC (CD) zoning district found in the Town of Huntersville Zoning Ordinance.

5. The proposed special use will comply with all general standards in Article 11.4 and all specific standards in Article 9 for the issuance of a special use permit for this use.

The proposed special use complies with all general standards of Article 11.4 and all specific standards of Article 9. The Special use complies with all standards of Article 9.45 regarding hotels and motels in the HC (CD) zoning district.

Evidence of this can be found in Northpointe Hotel Special Use Permit plan set.

Attach additional documents if needed.

Sheet List Table	
Sheet Number	Sheet Title
Z01	COVER
Z02	SURVEY
Z02A	DEMO + TREE SAVE PLAN
Z03	SPECIAL USE PLAN
Z04	PRELIMINARY GRADING
Z05	LANDSCAPE-UTILITY PLAN

SPECIAL USE PLAN PACKAGE
PROPOSED

NORTHPOINTE HOTEL

HUNTERSVILLE, MECKLENBURG COUNTY, NC

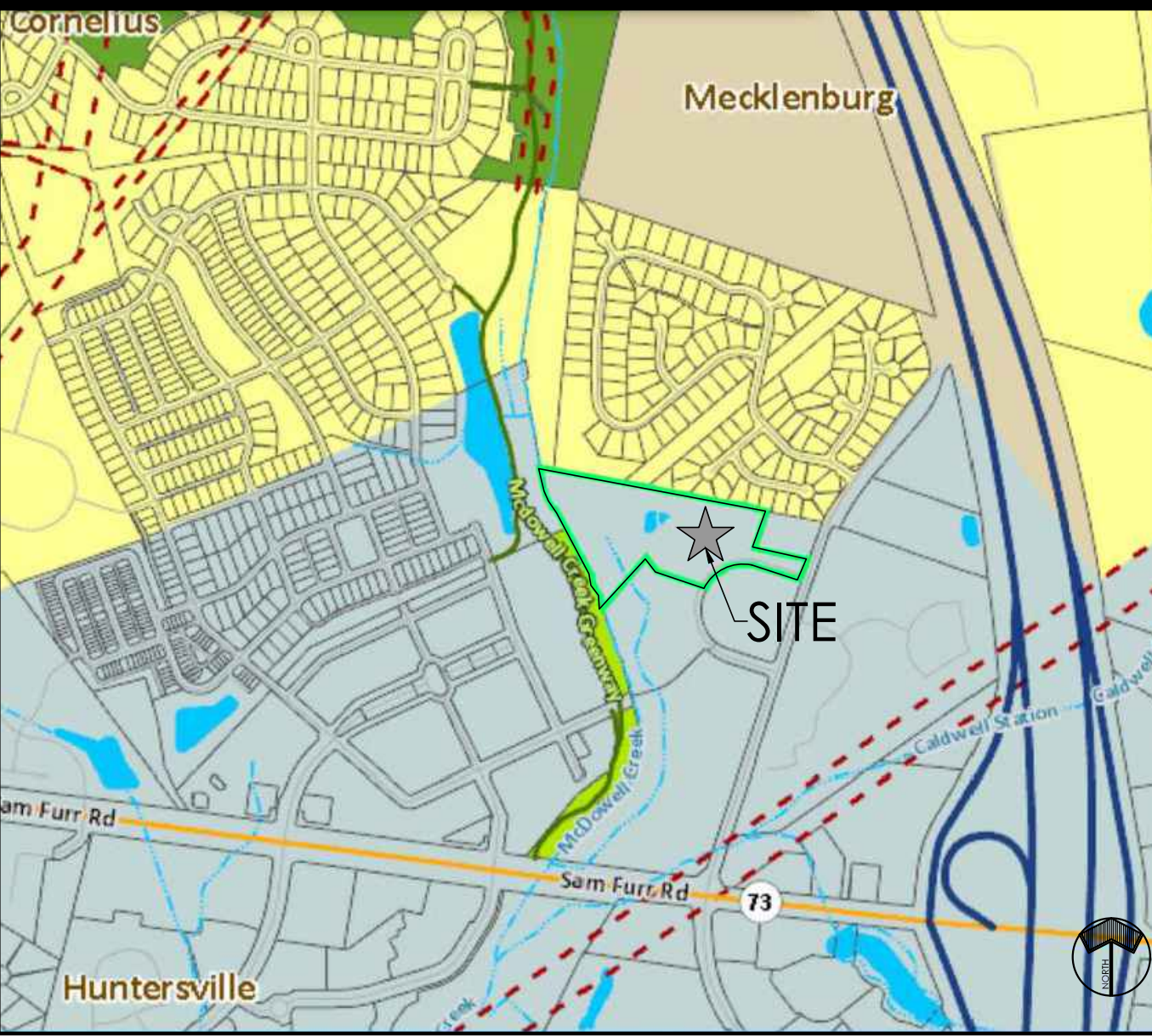
REZONING (R24-01) : CSP-500008
SPECIAL USE PERMIT (SUP 24-01): CSP-500009

DEVELOPER:

HOTEL VENTURES OF LAKE NORMAN INC.
3034 WASHINGTON RD, AUGUSTA GA 30907
PH: (706)855-0071 EXT. 1
CONTACT: HITESH PATEL

OWNER:

HUNTERSVILLE OFFICE OWNERS LP
6101 CARNEGIE BV, STE 455
CHARLOTTE, NC 28209



VICINITY MAP
SCALE: N.T.S.



**W&A
ENGINEERING**

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED ONLY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

NORTHPOINTE HOTEL

PARCEL: 00537204

8830 NORTHPOINTE EXECUTIVE PARK DR, HUNTERSVILLE NC 28078

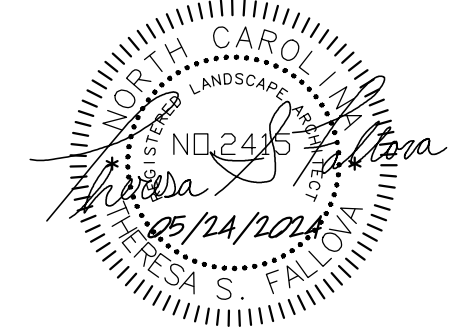
Know what's below.
Call before you dig.



REVISIONS	
04/11/2024	REZONING COMMENTS

INTIAL SUB. DATE: 01/31/2024

ISSUANCE DATE: 05/24/2024



HFI PROJECT #: 223080

COVER

Z01

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

ANY ADDITIONAL PAVEMENT OR CURB NOT LOCATED BY SURVEY OR THAT CONFLICTS WITH PROPOSED PAVEMENT & CURB AND GUTTER MUST BE REMOVED. ALL PAVEMENT AND CURB TO BE REMOVED SHALL BE SAW CUT AT THE PROPOSED JOINT LOCATION.

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY HERSON FOLEY, INC. IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

THIS SURVEY WAS PROVIDED BY OTHERS AND IS INCLUDED AS REFERENCE ONLY.

SURVEY BY:
CORNERSTONE
PO BOX 1296
MONROE, NC 28111

OBSERVED PARKING:
NO MARKED PARKING SPACES WERE OBSERVED ON SUBJECT PROPERTY.

HATCH LEGEND:

COMMUNITY ENCROACHMENT AREA

FEMA SPECIAL FLOOD HAZARD AREA(FLOODPLAIN)

FEMA FLOODWAY ENCROACHMENT AREA

WETLAND AREA PER MAP BOOK 34, PAGE 897

LINE LEGEND:

EASEMENT

PROPERTY LINE

PROPERTY LINE (NOT SURVEYED)

RIGHT-OF-WAY

RIGHT-OF-WAY (NOT SURVEYED)

SETBACK

FIBER OPTIC LINE

GAS LINE

POWER LINE

POWER LINE (UNDERGROUND)

SANITARY SEWER PIPE

STORM DRAIN PIPE

WATER LINE

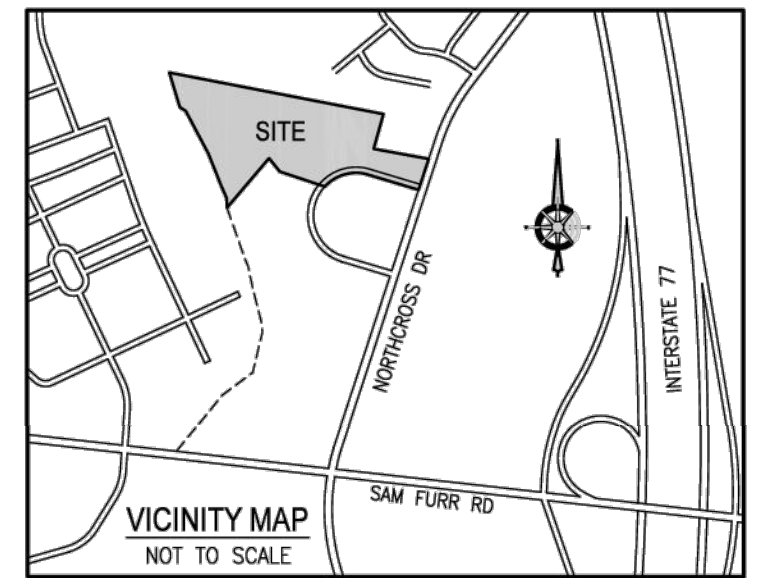
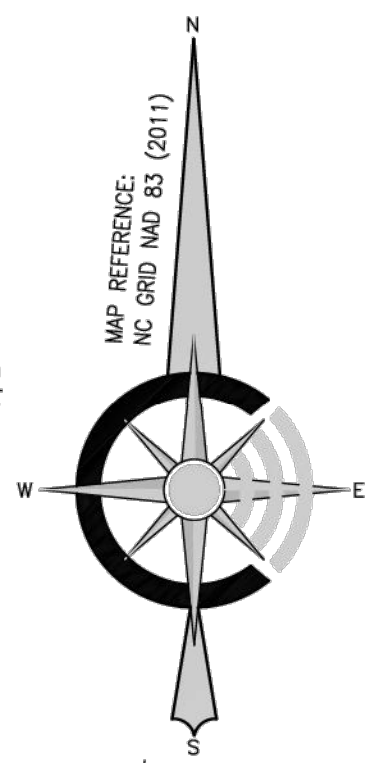
WOOD FENCE

ZONING:
SUBJECT PROPERTY ZONED: HC(CD)

ZONING REQUIREMENTS:
MINIMUM BUILD TO LINE: 15 FT. BEHIND R/W
MAXIMUM HEIGHT: 36 FT.
MINIMUM LOT AREA: NONE REQUIRED
MINIMUM LOT WIDTH: NONE REQUIRED

FOR FURTHER INFORMATION CONTACT THE TOWN OF HUNTERSVILLE AT 704-875-6541.

NOTE: NO ZONING REPORT OR ZONING VERIFICATION LETTER WAS PROVIDED TO THE SURVEYOR, PURSUANT TO ALTA TABLE A ITEM 6. PURCHASER/DEVELOPER TO VERIFY ZONING RESTRICTIONS PRIOR TO DEVELOPMENT OF THIS SITE.



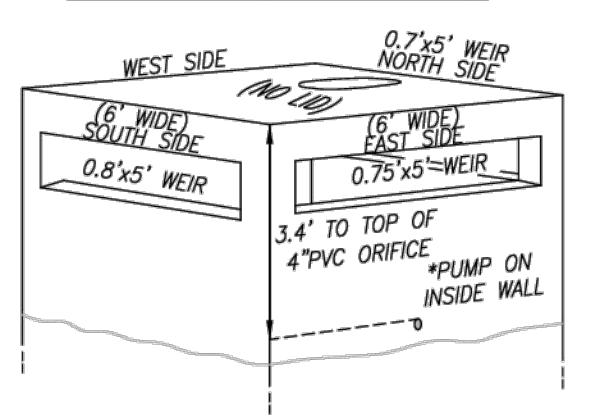
NOTES:

1. THIS PLAT IS NOT FOR RECDORATION AS PER G.S. 47-30 AS AMENDED.
2. ALL CORNERS MONUMENTED AS SHOWN.
3. NO RECOVERABLE NGS MONUMENT LOCATED WITHIN 2,000 FEET OF SUBJECT PROPERTY.
4. UNDERGROUND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON. NO GUARANTEE CAN BE MADE THAT ALL UNDERGROUND UTILITIES PRESENT ARE SHOWN. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION, AS OBSERVED AT THE TIME OF SURVEY. UTILITY LOCATIONS AS SHOWN HEREON ARE INTENDED FOR PLANNING ONLY. ACTUAL LOCATION, SIZE, OR DEPTH OF LINE SHOULD BE VERIFIED WITH THE INDIVIDUAL UTILITY COMPANY BEFORE CONSTRUCTION.
5. BROKEN LINES, UNLESS DESCRIBED WITH A COURSE AND DISTANCE, INDICATE PROPERTY LINES NOT SURVEYED.
6. NORTHCROSS DRIVE IS SHOWN AS A "MAJOR THOROUGHFARE" ON THE MECKLENBURG-UNION METROPOLITAN PLANNING ORGANIZATION THOROUGHFARE PLAN OF 2004 AND MAY BE SUBJECT TO A FUTURE RIGHT-OF-WAY OF 35' FROM CENTERLINE.
7. THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.
8. AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. FUTURE WIDENING OF NORTHCROSS DRIVE R/W IS APPARENT AS AREA TO BE TAKEN IS DEPICTED IN A MEMORANDUM OF ACTION BY THE DEPARTMENT OF TRANSPORTATION RECORDED IN DEED BOOK 37708, PAGE 666.
10. AT THE TIME OF THIS SURVEY THERE WAS NO BURIAL GROUNDS/CEMETERIES OBSERVED ON THE PROPERTY.
11. WITHOUT EXPRESSING A LEGAL OPINION AS TO OWNERSHIP, LISTED BELOW, AND SHOWN HEREON, ARE POSSIBLE ENCROACHMENTS OBSERVED ON THE PROPERTY IN THE PROCESS OF CONDUCTING THE FIELDWORK; HOWEVER, THERE MAY BE ENCROACHMENTS OTHERWISE IDENTIFIED BY THE TITLE COMPANY.
A) 8" BLOCK WALL EXTENDS 38.2' ONTO PROPERTY
B) WOOD FENCE EXTENDS 38.4' ONTO PROPERTY
C) WOOD FENCE EXTENDS 28.8' ONTO PROPERTY
D) WOOD FENCE EXTENDS 23.7' ONTO PROPERTY
E) WOOD FENCE EXTENDS 17.3' ONTO PROPERTY

LEGEND:

- C&G - CURB & GUTTER
CB - CATCH BASIN
CGF - COMBINED GRID FACTOR
CP - CALCULATED POINT
C/L - CENTERLINE
D.B. - DEED BOOK
EIP - EXISTING IRON PIPE
EIR - EXISTING IRON ROD
EMM - EXISTING METAL MONUMENT
EN - EXISTING NAIL
EPH - EXISTING PUNCH-HOLE
EOP - EDGE OF PAVEMENT
EPH - EXISTING PUNCH HOLE
EU - END UNKNOWN
FES - FLARED END SECTION
FOB - FIBER OPTICS BOX
FOM - FIBER OPTICS MARKER
FI - FIRE HYDRANT
GLM - GAS LINE MARKER
GP - GATE POST
GR - GRATE
GW - GUY WIRE
ICV - IRRIGATION CONTROL VALVE
INV - INVERT
LMP - LAMP POST
LP - LIGHT POLE
MB - MAP BOOK
MH - MANHOLE
N - NATIONAL GEODETIC SURVEY
PB - POWER BOX
PIN - PARCEL IDENTIFICATION NUMBER
PL - PROPERTY LINE
PP - POWER POLE
PG - PAGE
PVC - PLASTIC PIPE
(R) - RECORDED
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
SDMH - STORM DRAIN MANHOLE
TBM - TEMPORARY BENCHMARK
TBN - TELEPHONE PEDESTAL
UB - UTILITY BOX
WW - WATER VALVE

RISER DETAIL (NOT TO SCALE):

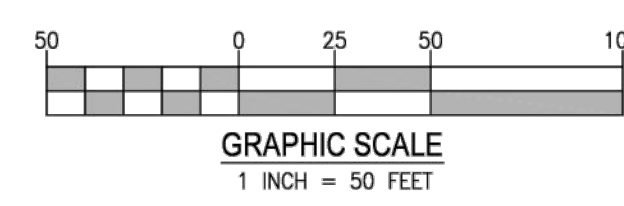


LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 22°46'38" W	18.26
L2	N 05°03'05" W	49.39
L3	N 32°29'51" W	28.70
L4	N 28°43'32" W	51.13
L5	N 07°18'21" W	26.24
L6	N 27°28'30" W	67.36
L7	N 16°29'33" W	43.13
L8	N 27°00'47" W	48.41
L9	N 28°58'08" W	68.43
L10	N 28°09'51" W	50.06
L11	N 28°09'31" W	103.78
L12	N 64°28'21" W	29.06
L13	N 21°18'43" W	65.83

CURVE TABLE:

CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	225.00	510.72	S 65°33'58" W	286.61



UTILITIES:

- POWER
DUKE POWER ENERGY
1-800-777-9898
- TELEPHONE
BELL SOUTH TELECOMMUNICATIONS
1-888-757-6500
- WATER & SEWER
CHAR.-MECK. UTILITY DEPT. (CMUD)
(704) 336-2564 WATER
(704) 357-6064 SEWER
- GAS
PIEDMONT NATURAL GAS CO.
1-800-752-7504
- CABLE TELEVISION
SPECTRUM
1-800-892-2253

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO: 23-10935CH, EFFECTIVE DATE: AUGUST 30, 2023
SCHEDULE B - II (EXCEPTIONS)

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Map Book 34, page 897; Map Book 39, page 332; and Map Book 51, page 414; AND Map Book _____, page _____. (Exception to be completed upon satisfaction of Schedule B, Part I, Item 13). (AFFECTS PARCEL, SHOWN HEREON).

6. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded in Book _____, page _____. (Exception to be completed upon satisfaction of Schedule B, Part I, Item 14.)

7. Right of Way Agreement to Transcontinental Gas Pipe Line Corporation recorded in Book 2308, page 271. (AFFECTS PARCEL, SHOWN HEREON).

8. Right of Way and Easement to Crescent Electric Membership Corporation recorded in Book 7364, page 65. (AFFECTS PARCEL, SHOWN HEREON).

9. Easement Agreements to Mecklenburg Land Company recorded in Map Book 7463, page 178; and Book 7751, page 105. (AFFECTS PARCEL, SHOWN HEREON).

10. Easement for Buffer for Northcross Substation recorded in Book 10207, page 468. (AFFECTS PARCEL, SHOWN HEREON).

11. General Permit to Southern Bell Telephone and Telegraph Company (Incorporated) recorded in Book 1485, page 339. (GENERAL IN NATURE AND AS SUCH CANNOT BE PLOTTED).

12. Electric Power Line Easement to EnergyUnited Electric Membership Corporation recorded in Book 11504, page 89. (GENERAL IN NATURE AND AS SUCH CANNOT BE PLOTTED).

13. Easement to the City of Charlotte recorded in Book 11702, page 637. (AFFECTS PARCEL, SHOWN HEREON).

14. Storm Water Easement to Mecklenburg County recorded in Book 24518, page 703. (AFFECTS PARCEL, SHOWN HEREON).

15. Memorandum of Action by the Department of Transportation recorded in Book 37708, page 666. (NO AFFIRMATIVE DETERMINATION OF AFFECT ON SUBJECT PROPERTY CAN BE MADE. DOCUMENT DOES NOT CONTAIN THE MAP OF THE POTENTIAL AREA TO BE ACQUIRED, REFERENCED AS "EXHIBIT B". PROBABLE AREA OF TAKING AS DEPICTED IN NCDOT PROJECT U-5108 APPEARS TO AFFECT PARCEL 2 AND IS SHOWN HEREON FOR ILLUSTRATIVE PURPOSES.)

TITLE DESCRIPTION:

The Land is described as follows:

Lying and being situate in Mecklenburg County, NC, and being more particularly described as follows:

BEING AN APPROXIMATE 10.328 ACRE PORTION OF THE FOLLOWING:

Being all of Tract 2 as shown on a map entitled "Recombination and Subdivision Plat Property of Pizzagalli Properties, LLC North Pointe Executive Park Phase 1 - Map 2" recorded in Map Book 39, page 332 in the Office of the Register of Deeds of Mecklenburg County, North Carolina and as shown on that certain survey entitled "North Pointe Executive Center [sic] Town of Huntersville, Meck. Co., NC" dated April 27, 2006 (last revised May 26, 2006).

ALSO BEING DESCRIBED AS:

BEGINNING AT AN EXISTING IRON PIPE IN THE WESTERN RIGHT-OF-WAY LINE OF NORTHCROSS DRIVE, SAID PIPE ALSO BEING A COMMON CORNER WITH CRESCENT ELECTRIC MEMBERSHIP PROPERTY (NOW OR FORMERLY); THENCE S18°34'40"W 272.84 FEET TO AN IRON PIPE FOUND; THENCE S18°02'09"W 253.52 FEET TO AN IRON PIPE FOUND; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 39.31 FEET TO AN IRON PIPE FOUND, SAID CURVE HAVING A RADIUS OF 23.00 FEET AND BEING SUBTENDED BY A CHORD OF 58.50 FEET; THENCE N71°52'02"W 228.37 FEET TO AN IRON PIPE FOUND; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 58.00 FEET TO A MASON NAIL, SAID CURVE HAVING A RADIUS OF 172.54 FEET, AND BEING SUBTENDED BY A CHORD OF N62°14'14"W 57.73 FEET; THENCE S44°52'29"W 57.79 FEET TO A FOUND PARKER KALON NAIL; THENCE S 44°52'29" W 198.32 FEET TO A PARKER KALON NAIL FOUND; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 112.57 FEET TO AN IRON PIPE FOUND, SAID CURVE HAVING A RADIUS OF 30.00 FEET, AND BEING SUBTENDED BY A CHORD OF S56°31'12"W 111.91 FEET; THENCE N16°19'20"W 19.76 FEET TO AN IRON PIPE FOUND; THENCE N27°45'53"W 139.53 FEET TO AN IRON PIPE FOUND; THENCE N03°36'12"W 46.98 FEET TO A COMPUTED POINT; THENCE S71°01'09"W 113.18 FEET TO A COMPUTED POINT IN THE CENTER OF MCDOWELL CREEK; THENCE WITH THE CENTER OF SAID CREEK THE FOLLOWING COURSES AND DISTANCES: N33°46'32"W 57.41 FEET TO A COMPUTED POINT; THENCE N05°42'31"E 21.60 FEET TO A COMPUTED POINT; THENCE N20°48'32"W 98.68 FEET TO A COMPUTED POINT; THENCE N27°03'45"W 36.55 FEET TO A COMPUTED POINT; THENCE N12°58'29"W 54.83 FEET TO A COMPUTED POINT; THENCE N22°48'59"W 31.69 FEET TO A COMPUTED POINT; THENCE N05°04'06"W 48.40 FEET TO A COMPUTED POINT; THENCE N32°29'52"W 29.70 FEET TO A COMPUTED POINT; THENCE N28°43'33"W 51.14 FEET TO A COMPUTED POINT; THENCE N07°18'22"E 26.24 FEET TO A COMPUTED POINT; THENCE N27°28'31"W 67.57 FEET TO A COMPUTED POINT; THENCE N18°29'34"W 43.14 FEET TO A COMPUTED POINT; THENCE N27°00'47"W 48.42 FEET TO A COMPUTED POINT; THENCE N27°00'47"W 48.42 FEET TO A COMPUTED POINT; THENCE N28°09'32"W 103.80 FEET TO A COMPUTED POINT; THENCE N64°28'22"W 29.06 FEET TO A COMPUTED POINT; THENCE N28°09'32"W 50.07 FEET TO A COMPUTED POINT; THENCE N13°32'12"W 141.05 FEET TO A COMPUTED POINT; THENCE LEAVING THE CENTERLINE OF SAID CREEK S79°05'07"E 67.76 FEET TO AN IRON PIPE FOUND, ALSO BEING A COMMON CORNER WITH NOW OR FORMERLY THE LANDS OF COOKE FARMS, INC.; THENCE S79°05'07"E 1089.54 FEET TO AN IRON PIPE FOUND; THENCE S18°05'11"W 200.18 FEET TO AN IRON PIPE FOUND; THENCE S79°04'49"E 269.76 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 19.271 ACRES, MORE OR LESS.

A MORE PRECISE DESCRIPTION OF THE INSURED LAND TO BE PROVIDED

MAP REFERENCES:

- D.B. 38050, PG. 279 (R)
- M.B. 34, PG. 897
- M.B. 39, PG. 332
- M.B. 51, PG. 414
- M.B. 72, PG. 832
- NCDOT PROJECT 6.671043
- NCDOT PROJECT U-5108
- UNRECORDED PLAT PREPARED BY CORNERSTONE
- PROFESSIONAL LAND SURVEYING, PLLC
- DATED JULY 6, 2023 (JOB NO. 2023-83)

GPS CERTIFICATION:

I, ANDREW B. BAKER, CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(b), 8, 9, 11(b), 13, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 18, 2023.

(1) CLASS OF SURVEY: A (0.07+50ppm)
(2) POSITIONAL ACCURACY: 95% CONFIDENCE LEVEL
(3) TYPE OF GPS FIELD PRODUCTION: REAL-TIME KINEMATIC
(4) DATES OF SURVEY: SEPTEMBER 18, 2023
(5) DATUM/EPOCH: NAD83 (2011), NAVD83
(6) PUBLISHED/FIXED-CONTROL USE: NC REAL-TIME NETWORK
(7) GEOID MODEL: GEOID18 (CONUS)
(8) COMBINED GRID FACTOR(S): 0.999854182
(9) UNITS: US SURVEY FEET

ALTA/NSPS CERTIFICATION:

TO: HITESH PATEL, ISVERLAL PATEL AND RAKESH PATEL; CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(b), 8, 9, 11(b), 13, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 18, 2023.

ANDREW B. BAKER, PLS (L-4542) DATE
email: andy@cornerstonepls.net

FLOOD CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS PARTLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED SEPTEMBER 2, 2015
MAP NUMBER: 3710464200K; ZONES AE & X

SURVEYOR'S CERTIFICATE (21 NCAC 56.1604):

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 38050, PAGES 270 & 279; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION SHOWN HEREON; THAT THE POSITIONAL ACCURACY DOES NOT EXCEED 0.07 FEET OR 0.30 METERS PLUS SOPM; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

REVISIONS			
11/23/23 - ADD REFERENCES TO PLAT RECORDED OCTOBER 4, 2023 IN MAP BOOK 72, PAGE 832			
12/24/24 - DET. STORM PIPE CONNECTIVITY NEAR DETENTION POND 21' W/ 4" - ADD THE DET. TRACT 3 PORTION PER MAP 72-832			
Crew: AB/BM Drawn: BM Revised: AB Scale: 1" = 50' Date: SEPT. 18, 2023 Job No: 2023-166			

AREA: 449,866 SQ. FT. OR 10.328 ACRES

ALTA/NSPS LAND TITLE SURVEY PREPARED FOR:
HITESH PATEL, ISVERLAL PATEL AND RAKESH PATEL

8830 NORTHPONTE EXECUTIVE PARK DR.
TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NC
TRACT 3, HUNTERSVILLE OFFICE OWNERS, PROPERTY
DEED REFERENCE: D.B. 38050, PGS. 270 & 279
TAX PARCEL NOS: 005-371-21 (PART)

SURVEY

Z02



NOTES
1. SLOPE ANALYSIS IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY MERRICK. SEE SHEET C02 FOR SURVEY.
2. THE SLOPE ANALYSIS APPROVED FROM THE SKETCH PLAN REVIEW WAS CREATED BY OTHERS AND WAS BASED ON GIS DATA. THAT ANALYSIS IS NOT INCLUDED IN THE PRELIMINARY / CONSTRUCTION PLAN PACKAGE.
3. SOIL TYPE AND HYDROLOGIC GROUP IS PROVIDED FROM USDA WEB SOIL SURVEY.

SLOPES TABLE				
#	MIN. SLOPE	MAX. SLOPE	COLOR	AREA
1	0%	5%	Green	297,867 SF
2	5%	10%	Yellow	107,925 SF
3	10%	15%	Orange	31,478 SF
4	15%	25%	Light Red	15,323 SF
5	25%	25% +	Dark Red	31,765 SF



**W&A
ENGINEERING**

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED ONLY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

NORTHPOINTE HOTEL

PARCEL: 00537204

8830 NORTHPOINTE EXECUTIVE PARK DR, HUNTERSVILLE NC 28078

Know what's below.
Call before you dig.

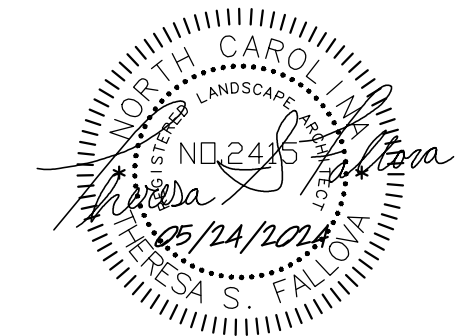


REVISIONS

DATE	REVISIONS
04/11/2024	REZONING COMMENTS

INITIAL SUB. DATE: 01/31/2024

ISSUANCE DATE: 05/24/2024

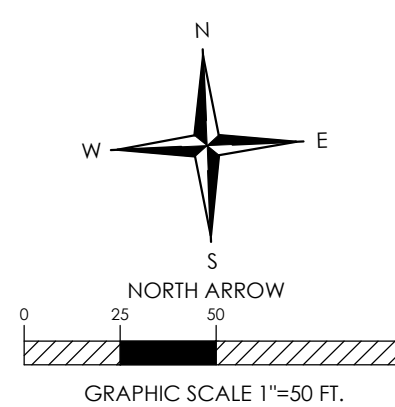


HFI PROJECT #: 223080

SLOPE ANALYSIS

Z02A

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477



TREE PROTECTION NOTES:

PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES DESIGNATED TO BE SAVED IN DEVELOPMENT AREAS, PRIOR TO THE START OF DEVELOPMENT ACTIVITIES OR GRADING. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL DEVELOPMENT ACTIVITIES ARE COMPLETE OR CONSTRUCTION IN ACCORDANCE WITH STANDARDS SET FORTH IN THIS SECTION COMMENCES. THE AREA WITHIN THE PROTECTIVE BARRICADE SHALL REMAIN FREE OF ALL BUILDING MATERIALS, DIRT OR OTHER CONSTRUCTION DEBRIS, CONSTRUCTION TRAFFIC, STORAGE OF VEHICLES AND MATERIALS, AND GRADING SHALL NOT TAKE PLACE WITHIN THE DRIPLINE OF THE EXISTING TREES TO BE PROTECTED. BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES ACCORDING TO THE FOLLOWING STANDARDS:

- FOR TREES 10' OR LESS DBH: PROTECTIVE BARRICADES SHALL BE PLACED A MINIMUM DISTANCE OF 5' FROM THE BASE OF EACH PROTECTED TREE, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
- FOR TREES GREATER THAN 10' DBH: PROTECTIVE BARRICADES SHALL BE PLACED AT A MINIMUM DISTANCE EQUAL TO 10' FROM THE BASE OF THE PROTECTED TREE PLUS AN ADDITIONAL 1' FOR EACH ADDITIONAL 1" DBH GREATER THAN 10' DBH, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
- CONSTRUCTION ACCESS TO A SITE SHOULD OCCUR WHERE AN EXISTING OR PROPOSED ENTRANCE/EXIT IS LOCATED.
- EXCEPT FOR DRIVEWAY ACCESS POINTS, SIDEWALKS, CURB AND GUTTER, NO PAVING WITH CONCRETE OR OTHER IMPERVIOUS MATERIALS WITHIN A TREE DRIPLINE SHALL BE ALLOWED.
- WHERE GRADING WITHIN A TREE DRIPLINE CANNOT BE AVOIDED, LIMIT CUT AND FILLS TO 1/2 THE AREA WITHIN THE DRIPLINE.
- AVOID CUT AND FILL AROUND ENTIRE CIRCUMFERENCE OF TRUNK.
- WHERE GRADING LEAVES ROOTS EXPOSED, CUT ROOTS CLEAN.
- AVOID FILLING WITHIN THE DRIPLINE OF A TREE WITHOUT SOME MECHANISM TO ALLOW AIR AND WATER TO REACH THE ROOTS.

TREE SAVE CALCULATIONS

EXISTING TREE CANOPY REQUIRED TO BE SAVED - 0%	
EXISTING SPECIMEN TREES REQUIRED TO BE SAVED - 30% [CB]	
EXISTING SPECIMEN TREES ON SITE	23 SPECIMEN TREES
EXISTING SPECIMEN TREES REQUIRED TO BE SAVED	0.3x 24 = 6.9 SPECIMEN TREES (30%)
SPECIMEN TREES TO BE SAVED	23 SPECIMEN TREES (100%)
EXISTING TREE CANOPY ON SITE	200,973 SF (4.61 AC)
EXISTING TREE CANOPY REMOVED	2,239 SF (0.05 AC) - 1%
EXISTING TREE CANOPY TO BE SAVED	198,734 SF (4.56 AC) - 99%

TREE LEGEND

- TREE CANOPY SAVED
- TREE CANOPY REMOVED
- SPECIMEN TREE SAVED
- SPECIMEN TREE REMOVED

DEMO LEGEND
TO BE REMOVED

DEMO NOTES:

- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED DEMOLITION PERMITS PRIOR TO STARTING ANY DEMOLITION WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY UTILITY RELOCATIONS WITH CORRESPONDING UTILITY COMPANY.
- IF ANY WELL AND/OR SEPTIC SYSTEMS ARE DISCOVERED ON SITE, CONTRACTOR TO COORDINATE ABANDONMENT WITH THE MECKLENBURG COUNTY HEALTH DEPARTMENT.
- ANY PROPOSED UTILITIES SHALL BE SUBMITTED UNDER A SEPARATE UTILITY ENCROACHMENT.



**W&A
ENGINEERING**

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED ONLY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

NORTHPOINTE HOTEL

PARCEL: 00557204

8830 NORTHPOINTE EXECUTIVE PARK DR, HUNTERSVILLE NC 28078

Know what's below.
Call before you dig.

REVISIONS

DATE	REVISIONS
04/11/2024	REZONING COMMENTS

INITIAL SUB. DATE: 01/31/2024

ISSUANCE DATE: 05/24/2024



HFI PROJECT #: 223080

DEMO + TREE SAVE
PLAN

Z02B

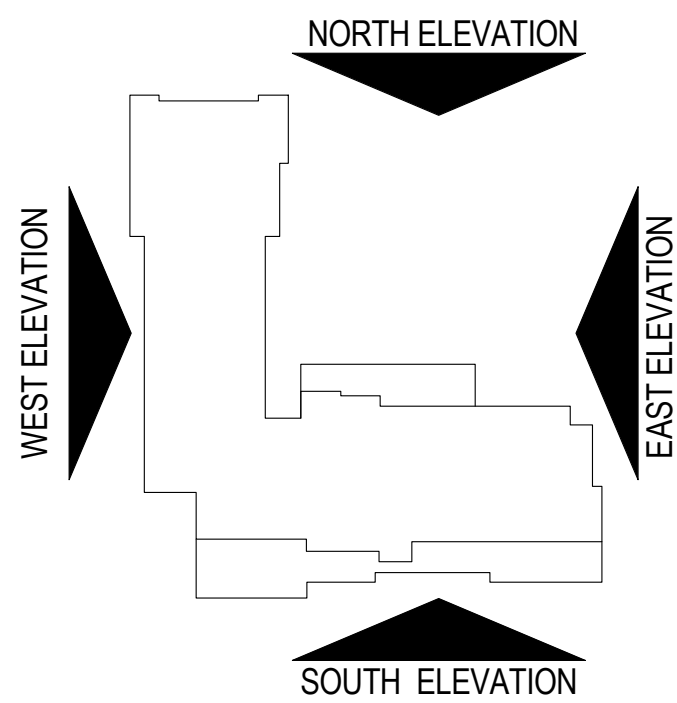
NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477



N:\223080-Huntersville Hotel\Northcross 2\DWG\Sheets\REZONING\C06 - GRADING.DWG 5-24-24 09:52:46 AM jcobb



ALL DESIGNS, DRAWINGS AND SPECIFICATIONS DEPICTED ON THIS SHEET ARE THE PROPERTY OF R4 ARCHITECTURE P.A. ANY UNAUTHORIZED USE OR REPRODUCTION IS SUBJECT TO LEGAL PROSECUTION. POSSESSION IN ANY FORM CONSTITUTES ACCEPTANCE OF THESE CONDITIONS. COPYRIGHT 2020

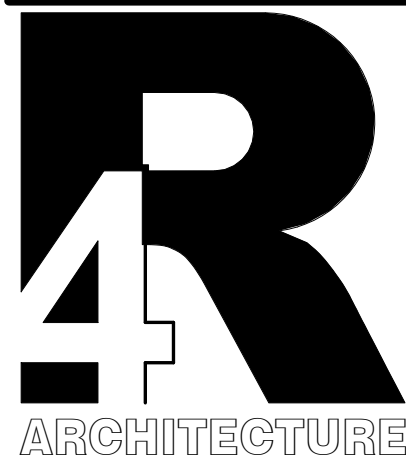


MATERIAL LEGEND	
PT1 - EIFS	- SW7071 GRAY SCREEN
PT2 - EIFS	- SW7655 STAMPED CONCRETE
PT3 - EIFS	- SW7069 IRON ORE
PT4 - EIFS	- SW7666 FLEUR DE SEL
B1 - BRICK	- SW7071 GRAY SCREEN
B2 - BRICK	- SW7655 STAMPED CONCRETE
B3 - BRICK	- SW7069 IRON ORE
B4 - BRICK	- SW7666 FLEUR DE SEL

Project
Proposed Hotel
Northpointe Executive
Park Road Huntersville,
NC 28078

Owner
Hotel Ventures of Lake
Norman Inc.

01/16/24



7752 Gateway Lane
Suite 204
Concord, NC 28027
Tel: 704-688-7500

513A Savannah Hwy.
Charleston, SC 29407
Tel: 843-531-6848

www.R4architecture.com

Revision Date

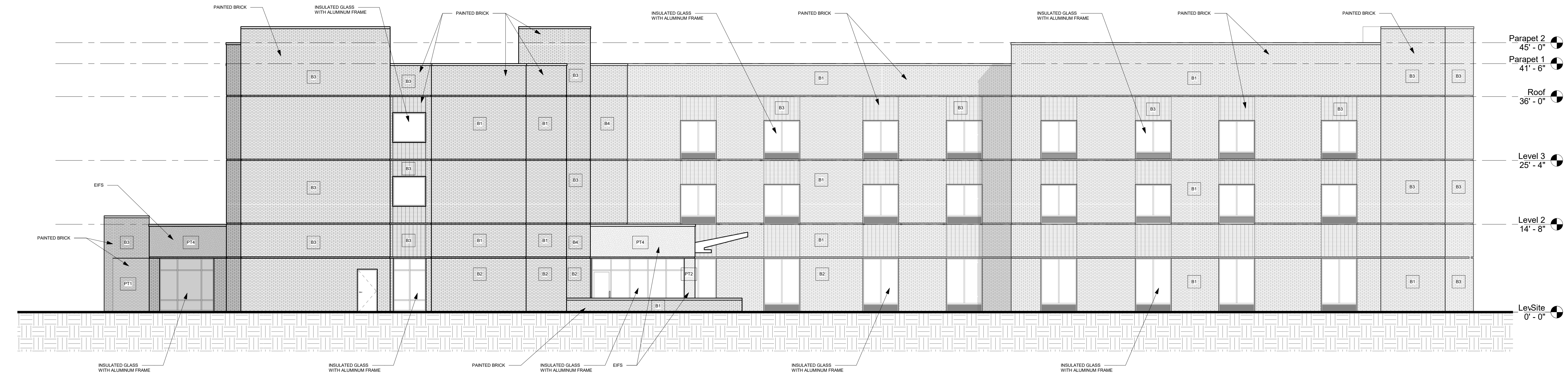
Drawn By MAR
Checked By MJR
Issue Date 5-23-2024
Project No 230695

Sheet Title
EXTERIOR ELEVATIONS

Sheet Number
A-200

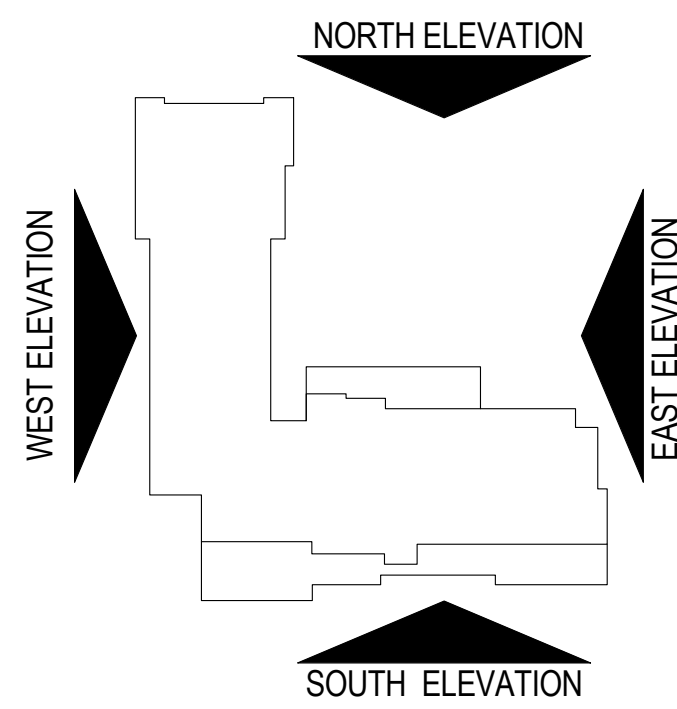


1 North Elevation
Scale: 1/8" = 1'-0"



2 East Elevation
Scale: 1/8" = 1'-0"

ALL DESIGNS, DRAWINGS AND SPECIFICATIONS DEPICTED ON THIS SHEET ARE THE PROPERTY OF R4 ARCHITECTURE P.A. ANY UNAUTHORIZED USE OR REPRODUCTION IS SUBJECT TO LEGAL PROSECUTION. POSSESSION IN ANY FORM CONSTITUTES ACCEPTANCE OF THESE CONDITIONS. COPYRIGHT 2020

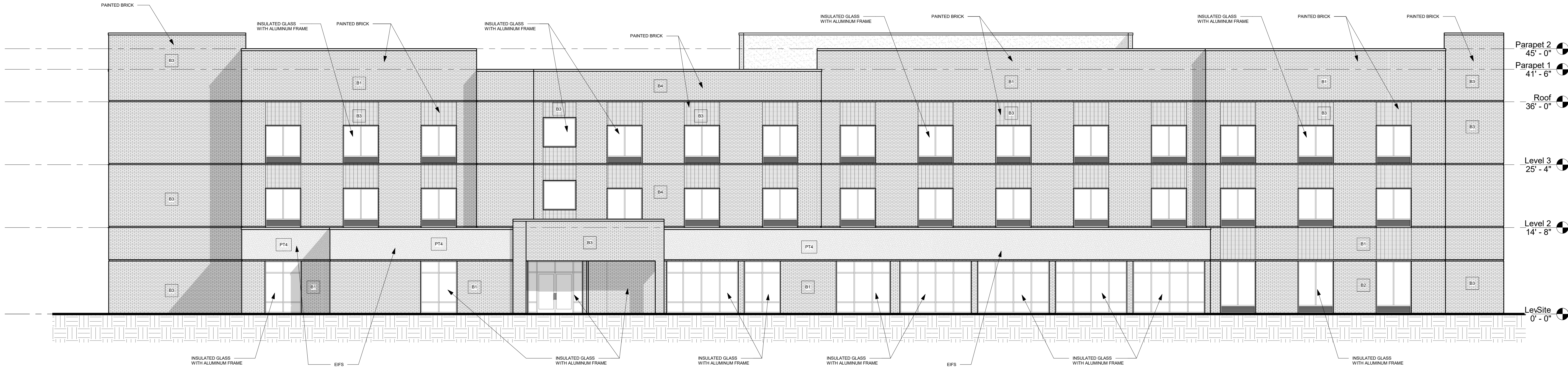


- MATERIAL LEGEND**
- PT1 - EIFS - SW7071 GRAY SCREEN
 - PT2 - EIFS - SW7655 STAMPED CONCRETE
 - PT3 - EIFS - SW7069 IRON ORE
 - PT4 - EIFS - SW7666 FLEUR DE SEL
 - B1 - BRICK - SW7071 GRAY SCREEN
 - B2 - BRICK - SW7655 STAMPED CONCRETE
 - B3 - BRICK - SW7069 IRON ORE
 - B4 - BRICK - SW7666 FLEUR DE SEL

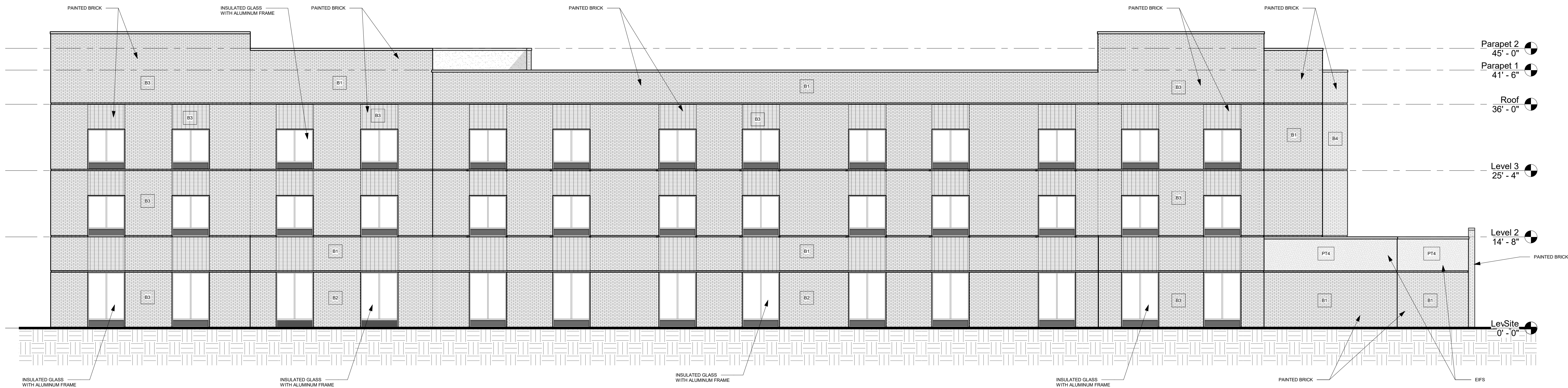
Project
Proposed Hotel
Northpointe Executive
Park Road Huntersville,
NC 28078

Owner
Hotel Ventures of Lake
Norman Inc.

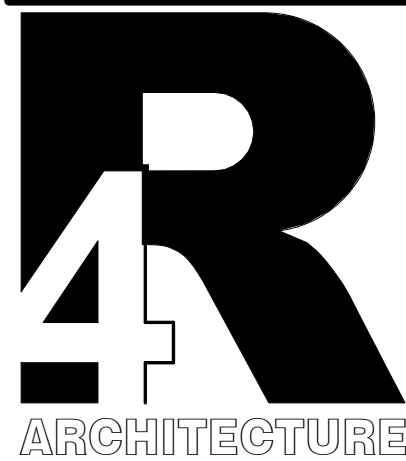
01/16/24



1 South Elevation
Scale: 1/8" = 1'-0"



2 West Elevation
Scale: 1/8" = 1'-0"



7752 Gateway Lane
Suite 204
Concord, NC 28027
Tel: 704-688-7500

513A Savannah Hwy.
Charleston, SC 29407
Tel: 843-531-6848

www.R4architecture.com

Revision Date

Drawn By MAR
Checked By MJR
Issue Date 5-23-2024
Project No 230695

Sheet Title
EXTERIOR ELEVATIONS

Sheet Number

A-201



APPRAISAL AND CONSULTING SERVICES

June 26, 2024

Mr. Hitesh Patel
Vice President
Hotel Ventures of Lake Norman, Inc.

RE: Special Use Permit Supplemental Information

Impact on Neighboring Properties Values, Harmony with Area, Public Health & Safety
Franchised Upper Midscale Hotel
8830 Northpointe Executive Drive, Huntersville, NC 28078

Dear Mr. Patel,

At your request, I have studied the potential impact of a proposed franchised upper midscale hotel to be constructed at 8830 Northpointe Executive Drive in Huntersville on surrounding properties. Specifically, I have been asked to give my professional opinion on whether the proposed hotel will have any adverse impact on neighboring property values, whether it would materially endanger the public health or safety, and whether it will be in harmony with the area and conform to the comprehensive plan.

In developing opinions on these issues, I have visited the proposed hotel site and inspected the surrounding neighborhood, making observations about various factors that could potentially impact property values. I have reviewed site and building plans for the hotel, GIS maps, the Huntersville Long Term Community Plan, and researched residential sales in similar situations.

To develop an opinion on whether the hotel development would be injurious to the value of abutting properties, an Impact Analysis was completed. The Impact Analysis utilizes a paired sales analysis to study the impact, if any, on residential property values because of their proximity to an existing hotel. The paired sales analysis examines four residential neighborhoods that are adjacent to an existing hotel. One of these neighborhoods is in Huntersville and one neighborhood is in Charlotte. Also, I completed a similar assignment in Durham and have included two examples from Durham in support of the local examples. My conclusions are based upon the results of these studies along with my general real estate experience and knowledge.

Conclusions

The hotel will be constructed according to applicable local and state building codes. It will have primary ingress and egress on a commercial thoroughfare and will have modern construction and design attributes. It will be flagged as an upper midscale branded hotel, which will require it to maintain high levels of maintenance and meet certain fire/life safety standards. The hotel also has to undergo periodic inspections from the fire marshal and health department. Inspections are also done by third party firms quarterly per brand standards. Therefore, it is reasonable to conclude that the proposed hotel will not materially endanger the public health or safety.

The 10.328-acre hotel site is surrounded by commercial uses to the west and south, and to the east by an electrical substation. There are six houses in the Stratford Forest residential neighborhood that adjoin the hotel site to the north. A 100' powerline easement that includes a 30' landscape buffer will separate the hotel from the closest residential lot. Within the 100' utility right-of-way (ROW) is a proposed 6' vinyl privacy fence and new plantings along the perimeter of the parking lot. The utility company has approved the proposed development within the 100' ROW and agreed not to cut, clear, or remove trees and landscaping within the 100' utility ROW or the existing vegetation within the 30' landscape buffer with the exception of dead trees or trees that grow to a height and diameter that endangers maintenance of the overhead transmission lines. The hotel owner may replace/replant any trees or vegetation that is removed. Additionally, the applicant plans to add some new plantings to the buffer located within the utility easement to fill in any gaps in screening along the six abutting residential properties.

Within the interior of the site and outside of the 100' utility ROW is a proposed 30' wide parking lot island with vegetation that will provide an additional buffer between the hotel building and residential lots.

The 3-story hotel building will be constructed on the far southern portion of the site and will be 200' from the closest residential lot. The primary ingress/egress for the hotel is on Northpointe Executive Park Drive, a commercially oriented street.

Market data from four matched pair analyses shows no impact on residential property values resulting from adjoining a hotel property. The paired sales analyses includes two local hotel properties in Huntersville and Charlotte, and two hotel properties in Durham. Based on these examples, it is my opinion that the proposed hotel will not have any measurable impact on the value of the abutting residential properties.

The proposed hotel will be in harmony with the area in which it is located and generally conform to the Huntersville Long Term Community Plan. The hotel site is surrounded to the south, east, and west by existing commercial uses and an electrical substation. Primary ingress and egress will be on Northpointe Executive Park Dr., which consists of professional office buildings. Land uses along Northpointe Executive Park Dr. are commercially oriented. The residential neighborhood to the north is buffered by a 100' powerline easement that includes a 30' landscape buffer. A 6' vinyl privacy fence, and perimeter plantings are proposed within the utility ROW. A 30' wide parking lot island with vegetation is proposed outside the utility ROW that provides an additional buffer between the hotel and residential properties.

The proposed subject hotel is within the Birkdale Village Mixed Use district on Huntersville's comprehensive plan (Huntersville 2040 Community Plan). The plan encourages development in the mixed-use centers to include sidewalks and new buildings to be developed close to the street with parking in the rear. The subject hotel will satisfy these requirements according to the site plan provided. Existing transportation infrastructure and utilities are already in place to support hotel development and the developer plans to construct a new sidewalk in front of the hotel site. The project will support the economic vitality of Huntersville by expanding the local commercial tax base, creating job growth, and supporting a small business/entrepreneurship. From an environmental perspective, the tree canopy within the 30' landscape buffer zone on the northern end of the site will also be preserved. Additionally, only 2.5± acres of the 10.328-acre site will be developed with nearly 8 acres remaining vacant.

Introduction

My name is Zach Spurgeon and I am a partner at Hotel & Club Associates, Inc. based in Greensboro, NC. Hotel & Club Associates is a real estate appraisal and consulting firm that was founded in 1991. I began my career at Hotel & Club in 2006 and have 18 years of real estate appraisal and consulting experience. I graduated from N.C. State University in 2004 with a B.S. degree in Business Management. I hold the MAI designation through the Appraisal Institute and a Certification in Hotel Real Estate Investments & Asset Management from Cornell University. I hold an active N.C. Certified General appraisal license.

Scope of Work

I reviewed site and building plans of the proposed hotel. I visited the proposed hotel site and drove the surrounding neighborhood. I have reviewed the Huntersville Long Term Community Plan. In the paired sales analysis, I analyzed residential property sales in a residential neighborhood in Huntersville that adjoins an existing hotel site, the Best Western Plus at 13830 Statesville Road. I also analyzed residential sales in one residential neighborhood in south Charlotte and two residential neighborhoods in Durham that adjoin a hotel property. Sales of residential properties that adjoin the hotel were analyzed against other residential sales in the neighborhood that are not adjacent to the hotel to determine if there was any adverse impact on property values from the presence of the hotel.

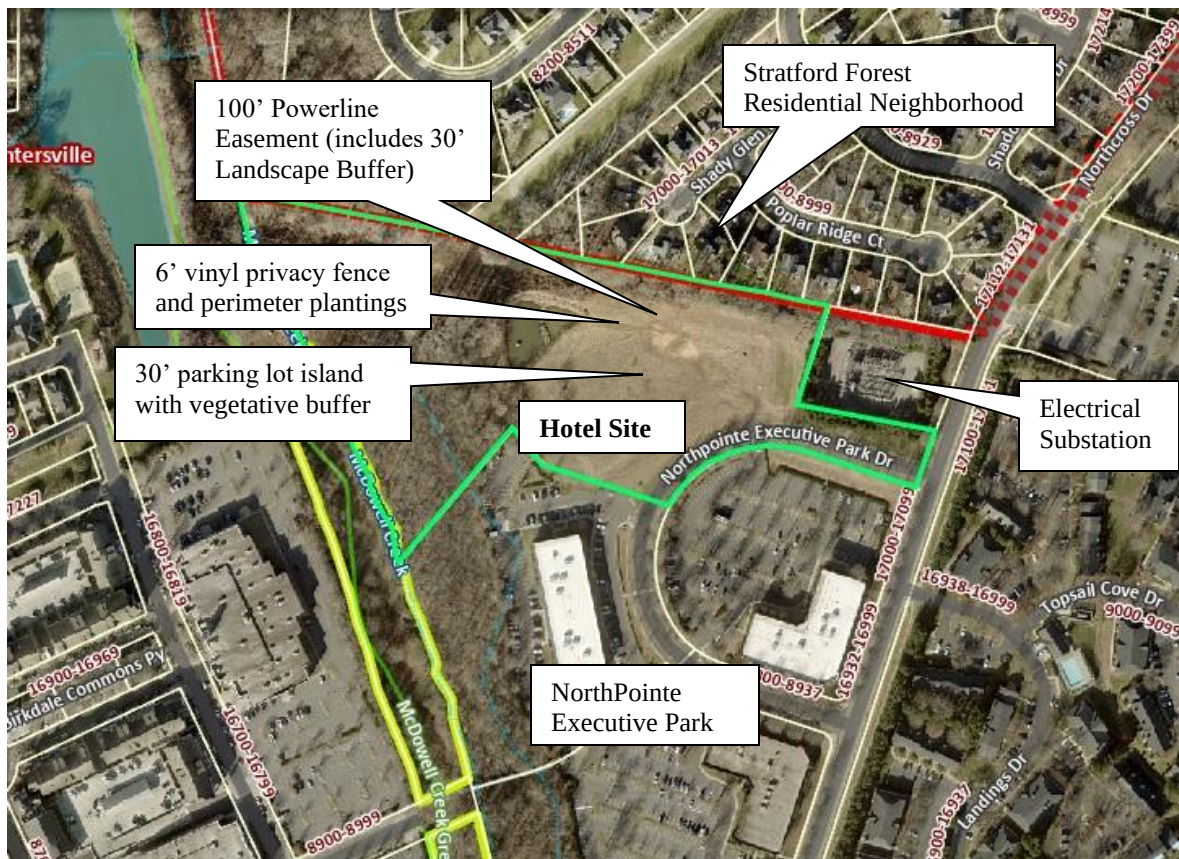
Overview of Hotel Site / Buffers & Compatibility

The proposed subject hotel site is surrounded by commercial uses to the south and west, utility use to the east, and residential to the north.

Adjacent Uses to Hotel Site		
Direction	Use	Name
North	Residential	Stratford Forest residential neighborhood
South	Commercial	NorthPointe Executive Park (office)
East	Commercial	Electrical Substation
West	Commercial	Regal Theater

Most of the adjacent homes in the Stratford Forest residential neighborhood were built in the mid-1990s. There are four, 2 and 3-story office buildings in the NorthPointe Executive Park. The first office building was complete in 2002 with the second and third office buildings completed by 2004. The fourth office building that adjoins the hotel site was built in 2009.

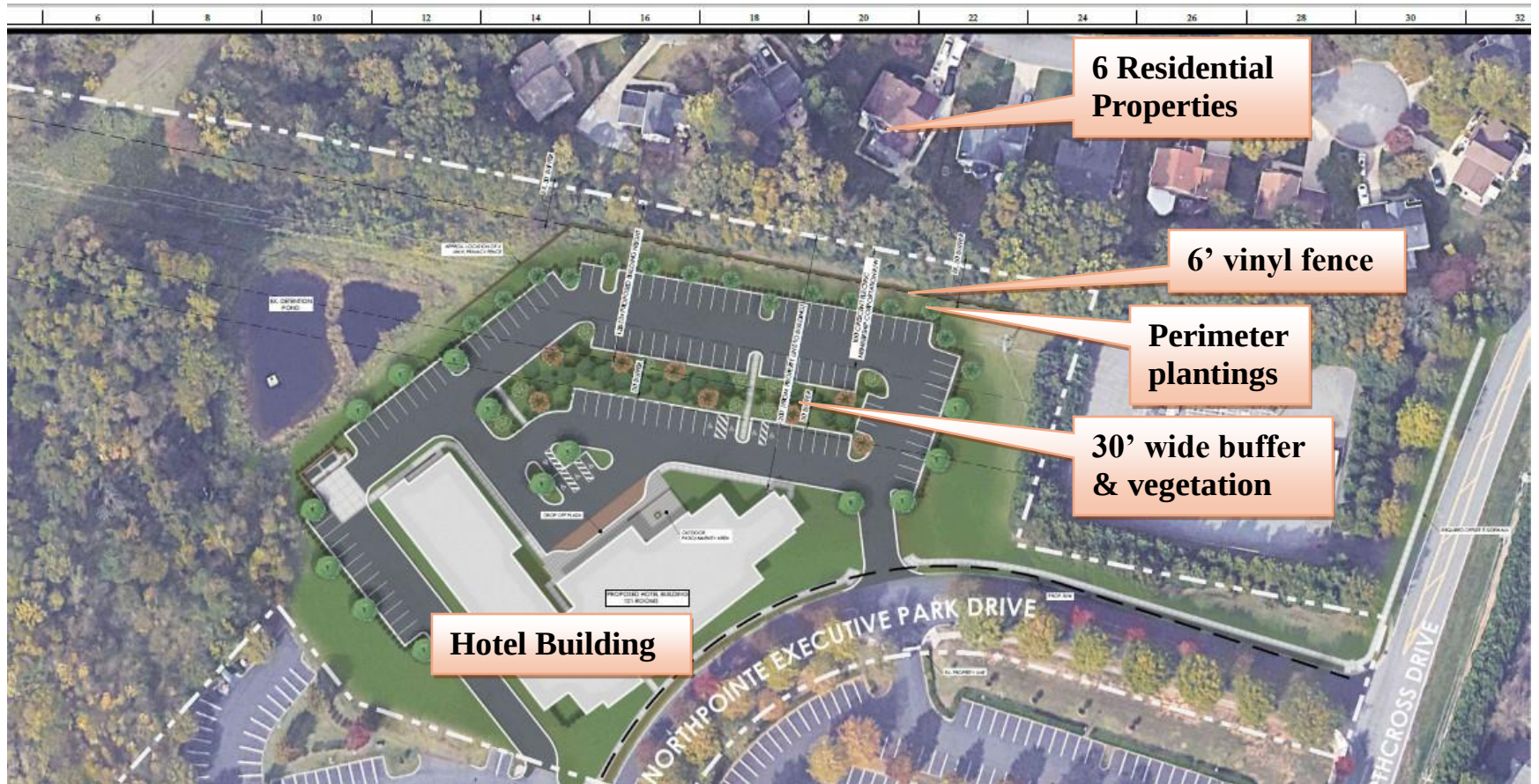
There are six residential lots in Stratford Forest that adjoin the hotel site. These residential lots will be buffered from the subject development via a 100' powerline easement that includes a 30' vegetative buffer located on the subject site. The applicant has agreed to add some additional plantings to the buffer located within the utility easement to fill in any gaps in screening along the six abutting residential properties. The residential lots will also be buffered from a 6' vinyl privacy fence, and 30' parking lot island with vegetation. The hotel improvement will be constructed on the far southern portion of the site and the closest residential lot will be 200' from the hotel building. The existing wooded buffer will remain intact during development of the hotel. The hotel site is compatible with the adjacent uses within the NorthPointe Executive Park, which are commercial in nature. The residential uses to the north will be buffered.



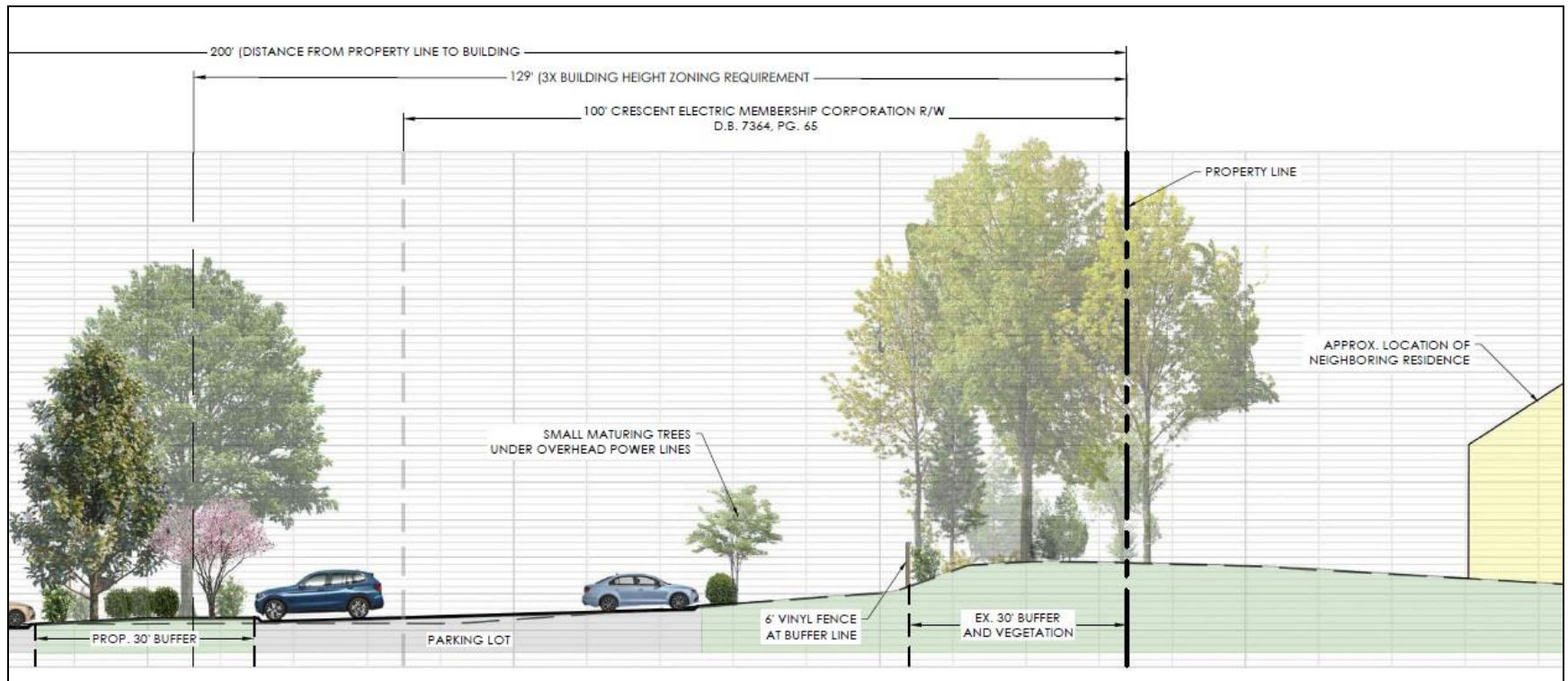
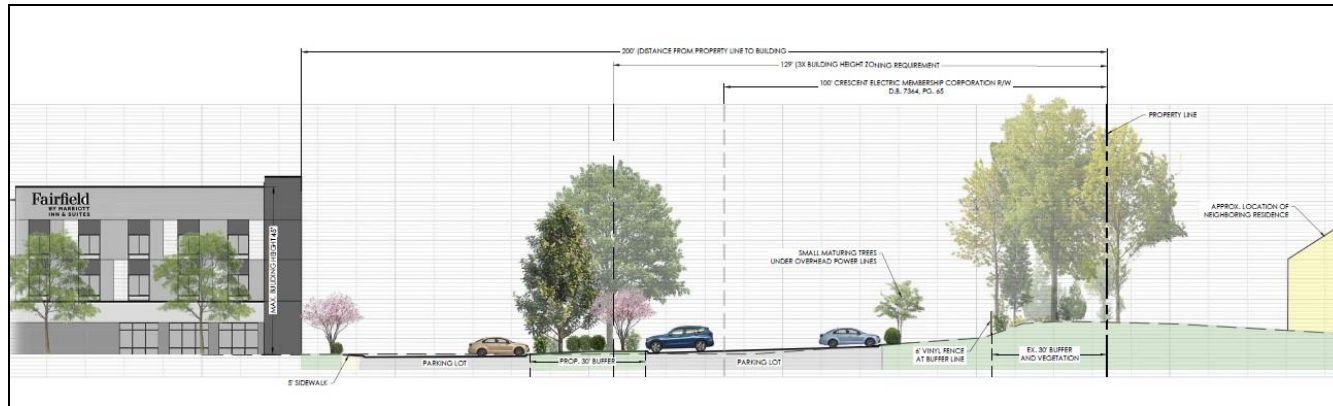
Mecklenburg County GIS Aerial Map



Hotel Site Plan



Site Plan Elevation w/ Buffer Distances & Illustrations



Hotel Construction & Design / Franchise Characteristics

The hotel will be 3-stories and flagged as a franchised upper midscale hotel. The building will be constructed with modern design and good quality finishes. Typical upper midscale franchisors such as Marriott, Hilton, IHG, etc. require its franchisees to maintain strict design and quality standards. This includes brand-mandated renovations every few years. The typical franchise term for a newly built upper midscale hotels is 20 years with an additional 15-20 year renewal periods. Additionally, the subject represents a \$20.0+ million investment and current or future ownership is incentivized to maintain high quality standards over the years in order to protect the investment. Based on these factors, it is reasonable that the hotel will operate as a good quality hotel into the foreseeable future.

North and East Elevations



South and West Elevations



Elevation



Elevation



Impact Study via Paired Sales Analysis

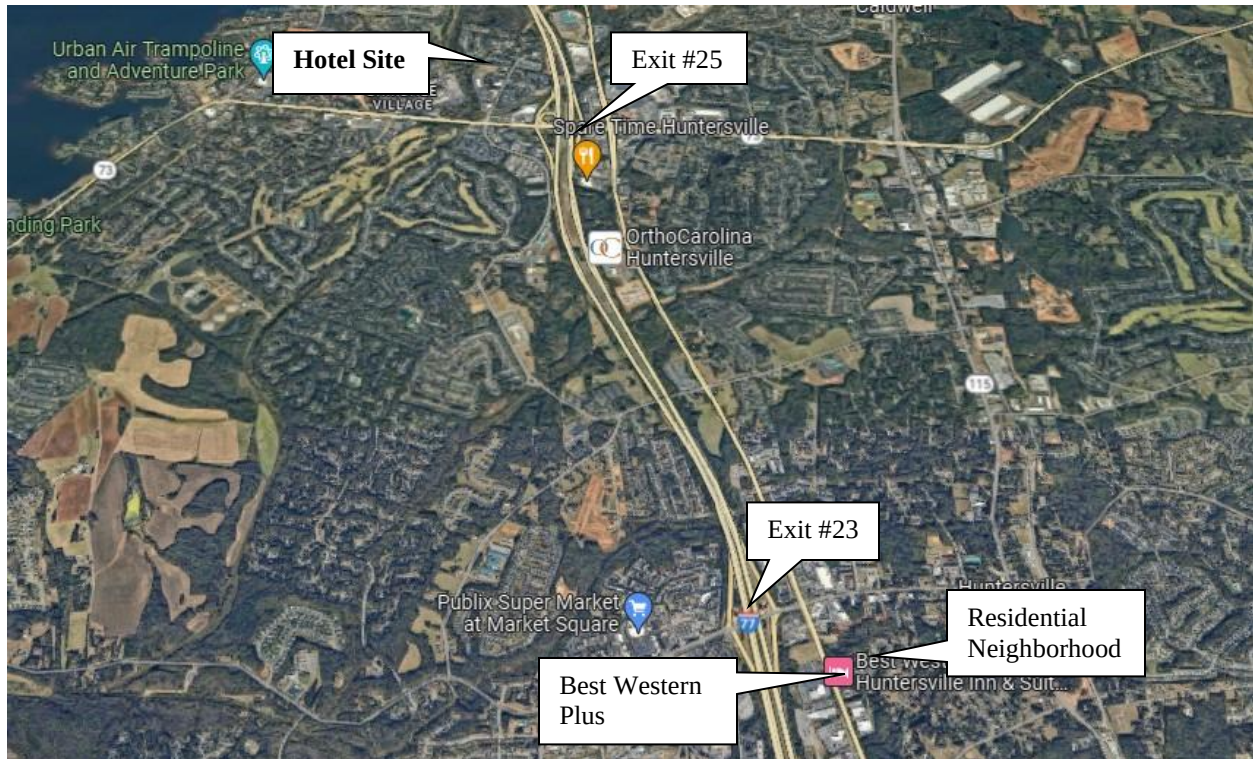
A widely accepted methodology for measuring the impact of a single characteristic's effect on value is paired sales analysis or paired data analysis. According to **The Appraisal of Real Estate**, 14th Edition by the Appraisal Institute page 399, this analysis is described as *a quantitative technique used to identify and measure adjustments to the sale prices of comparable properties*. It is based on the premise that when two properties are equivalent in all respects but one, the value of the single difference can be measured by the difference in price between the two properties.

Four paired sales analyses are relied on in this report. All four paired sales analysis are completed on residential neighborhoods that adjoin a hotel property including one in Huntersville, one in Charlotte, and two in Durham.

In each analysis, there is one house that adjoins the hotel site that recently sold and is analyzed against other single family home sales in the same neighborhood that are not adjacent to the existing hotel. The sales are adjusted for various factors and the adjusted sale price per square foot is analyzed to determine if there is any adverse impact on property values given the proximity of the exiting hotel.

Best Western Plus (13830 Statesville Rd., Huntersville) Adjacent to Residential Neighborhood

The first analysis is the Best Western Plus hotel at exit #23 in Huntersville, which adjoins a residential neighborhood. As illustrated on the map below, the Best Western Plus is 3 miles south of the subject hotel site.



The 64-room Best Western Plus hotel opened in 2000 and is on the Statesville Road commercial thoroughfare. It is surrounded by commercial uses to the north, south, and west. A residential neighborhood adjoins the hotel site to the east. Five residential properties adjoin the hotel site to the east and are buffered by an approximate 80-foot wooded area. The closest residential lot is 110± feet from the hotel building.

Best Western Hotel Huntersville



There are five improved residential properties that abut the hotel site. Of these, one house at 405 Hillcrest Drive sold in June 2022. I have compared this property to other houses in the neighborhood that have recently sold to determine if there was any impact from the proximity to the hotel. I have selected comparable sales that are similar in terms of size, condition, and other factors. A chart summarizing the details of these sales along with a map is shown below.

Residential Sales: Adjacent & Non-Adjacent to Best Western Plus Huntersville														
#	Adjoin Hotel	Address	Sale Date	List Price	Sale Price	Price Per SF	Square Feet	Yr. Built	BR/BA	Parking	Design	Acres	Other	DOM
1	Yes	405 Hillcrest Dr.	6/23/2022	\$449,000	\$430,000	\$201.97	2,129	1973	5/3	1 Car Garage / Carport	1 stry Ranch	0.47	Above Ground Pool, Fence	12
2	No	108 Virginia Ave.	12/10/2021	\$337,900	\$338,000	\$200.47	1,686	1969	3/2	None	1 stry Ranch	0.44	2 Sheds	23
3	No	107 Joyce Avenue	8/5/2022	\$325,000	\$327,500	\$260.33	1,258	1965	3/2	Detached 2 Car Garage	1 stry Ranch	0.49	Fence	3
4	No	216 Greenway St.	12/22/2021	\$448,000	\$448,000	\$240.21	1,865	1989	3/3	2 Car Garage	1 stry Ranch	0.63	None	1
5	No	406 Mount Holly-Huntersville Rd.	12/17/2021	\$380,000	\$370,000	\$187.72	1,971	1979	3/2	Detached 2 Car Garage / Carport	1 stry Ranch	0.82	In Ground Pool	14
-	Average	-	3/10/2022	\$387,980	\$382,700	\$218.14	1,782	1,975	-	-	-	0.57	-	11
-	Median	-	12/22/2021	\$380,000	\$370,000	\$201.97	1,865	1,973	-	-	-	0.49	-	12

Residential Sales Map



The sales are adjusted for time, bathrooms, pool, basement square footage, and other features. The adjusted price per square foot for the sales is shown below.

Residential Sales Adjustment Chart			
#	Address	Total	Adjusted \$ / SF
1	405 Hillcrest Dr.	\$430,000	\$201.97
2	108 Virginia Ave.	\$323,000	\$191.58
3	107 Joyce Avenue	\$287,500	\$228.54
4	216 Greenway St.	\$403,000	\$216.09
5	406 Mount Holly-Huntersville Rd.	\$315,000	\$159.82

Sale Adjoining Hotel (1)		
	Average	Median
Adjusted Sale Price Per SF	\$201.97	\$201.97
Sales Not Adjacent to Hotel (2-5)		
	Average	Median
Adjusted Sale Price Per SF	\$199.00	\$203.83
Difference in Average/Median (Adjoining vs. non-adjacent)	1.5%	-0.9%

After adjustments, the price per square foot for the home adjoining the hotel is within a typical range of variation to be expected in real estate transactions. Market data indicates the house adjoining the hotel is 0.9% less than homes not adjoining the hotel based on the median figures above and 1.5% higher than the homes not adjoining the hotel based on the average figures. The house adjoining the hotel (sale #1) had a days on market (DOM) of 12, which is near the average of 11 DOM for the other homes that sold within the neighborhood. This house is buffered from the hotel improvement via an 80-foot wooded buffer and its lot is 220± feet from the hotel building. The subject site will have a 100-foot powerline easement (including a 30' vegetative buffer), 6' vinyl privacy fence with plantings, and 30' wide parking island with landscape buffer. Additionally, the subject hotel building will be 200-feet from the closest residential lot. Therefore, **the preceding market data is indicative that there is no adverse impact on property values from the presence of the hotel.**

Extended Stay America Hotel (8405 Pineville-Matthews Rd., Charlotte) Adjacent to Falconbridge Residential Neighborhood

The Extended Stay America Charlotte-Pineville is off I-485 at exit #64 in the Pineville area of south Charlotte. The 3-story Extended Stay American hotel has 77 rooms and opened in 1999. Primary access is from the Pineville-Matthews Road commercial thoroughfare. It is surrounded by commercial uses to the north, and west. The Falconbridge residential neighborhood adjoins the hotel site to the south, and a townhome development adjoins the site to the east. Five residential houses adjoin the hotel site to the south and are buffered by an approximate 25 to 40-foot wooded area. The closest residential lot is 60± feet from the hotel building.

Extended Stay America Hotel Charlotte-Pineville



Source: Mecklenburg County GIS Aerial Map

There are five improved residential properties that abut the hotel site. The house at 8320 Castlekeep Road sold in March 2022. I have compared this property to other houses in the neighborhood that have recently sold to determine if there was any impact from the proximity to the hotel. I have selected comparable sales that are similar in terms of age, size, and other factors. A chart summarizing the details of these sales along with a map is shown below.

Falconbridge Residential Sales: Adjacent & Non-Adjacent to Extended Stay America Charlotte-Pineville														
#	Adjoin Hotel	Address	Sale Date	List Price	Sale Price	Price Per SF	Square Feet	Yr. Built	BR/BA	Parking	Design	Acres	Other	DOM
1	Yes	8320 Castlekeep Rd.	3/23/2022	\$415,000	\$432,500	\$232.03	1,864	1973	4/3	None	2-stry Split Level	0.30	Deck, Fence	3
2	No	8406 Blockade Ct.	12/22/2021	\$365,000	\$377,000	\$195.54	1,928	1973	3/2	None	1 stry Ranch	0.34	Deck, Fence	4
3	No	8409 Blockade Ct.	9/9/2021	\$325,000	\$355,000	\$202.63	1,752	1973	3/2	None	1 stry Ranch	0.27	Fence	3
4	No	8416 Castlekeep Rd.	1/3/2022	\$335,000	\$353,000	\$176.68	1,998	1973	4/3	None	2-stry Split Level	0.31	Fence, Screened	6
5	No	10909 Blue Heron Dr.	12/15/2022	\$395,000	\$395,000	\$208.99	1,890	1972	3/3	Detached Garage	2-stry Split Level	0.31	Fence	4
-	Average	-	3/3/2022	\$367,000	\$382,500	\$203.17	1,886	1,973	-	-	-	0.31	-	4
-	Median	-	1/3/2022	\$365,000	\$377,000	\$202.63	1,890	1,973	-	-	-	0.31	-	4

Residential Sales Map



View of Extended Stay America Hotel from Sale #1 (8320 Castlekeep Rd.)



The sales are adjusted for bathrooms, condition, and other features. The adjusted price per square foot for the sales is shown below.

Residential Sales Adjustment Chart			
#	Address	Total	Adjusted \$ / SF
1	8320 Castlekeep Rd.	\$432,500	\$232.03
2	8406 Blockade Ct.	\$442,000	\$229.25
3	8409 Blockade Ct.	\$405,000	\$231.16
4	8416 Castlekeep Rd.	\$433,000	\$216.72
5	10909 Blue Heron Dr.	\$410,000	\$216.93

Sale Adjoining Hotel (1)		
	Average	Median
Sale Price Per SF	\$232.03	\$232.03
Sales Not Adjacent to Hotel (2-5)		
	Average	Median
Adjusted Sale Price Per SF	\$223.52	\$230.21
Difference in Average/Median (Adjoining vs. non-adjacent)	3.81%	0.8%

After adjustments, the price per square foot for the home adjoining the hotel is within a typical range of variation to be expected in real estate transactions. Its adjusted price per square foot is slightly greater than the average and median adjusted price per square foot for homes not adjoining the hotel. The house adjoining the hotel (sale #1) also had a days on market (DOM) of 3, which is similar to the other sales that ranged from 3 to 6 DOM. This house is buffered from the hotel improvement via a 35-foot wooded buffer and its lot is 125± feet from the hotel building. The subject site will have a 100' powerline easement (including 30-foot vegetative buffer), 6' vinyl privacy fence with plantings, and 30' parking lot island with vegetative buffer, and the closest residential lot will be 200' from the hotel building. Therefore, **the preceding market data is indicative that there is no adverse impact on property values from the presence of the hotel.**

Trinity Park Adjacent to Residence Inn by Marriott (1108 W. Main St, Durham, NC)

The Residence Inn by Marriott is a 147-room hotel that opened in mid-2015. It is on the W. Main Street commercial thoroughfare in Durham. Adjacent uses include the Trinity Park residential neighborhood to the north, commercial uses to the south and east, and Duke's east campus to the west. The hotel site adjoins the Trinity Park residential neighborhood to the north and two improved residential properties abut the hotel site. These two properties are buffered by an approximate 10-foot brick fence.

Residence Inn by Marriott Durham



There are two improved residential properties that abut the hotel site. Of these, one house sold in January 2022. I have compared this property to other houses that have sold within the Trinity Park neighborhood to determine if there was any impact from their proximity to the hotel. I have selected comparable sales that are similar to these properties in terms of size, condition, and other factors.

A chart summarizing the details of these sales along with a map is shown below.

Residential Sales: Trinity Park Neighborhood														
#	Adjoin Hotel	Address	Sale Date	List Price	Sale Price	Price Per SF	Square Feet	Yr. Built	BR/BA	Parking	Design	Acres	Other	DOM
1	Yes	115 Watts St.	1/31/2022	\$1,700,000	\$1,700,000	\$390.18	4,357	1920	6/4	Garage	2 stry	0.23	Pool, Fence	5
2	No	114 N. Buchanan St.	5/21/2021	\$1,000,000	\$1,100,000	\$263.54	4,174	1924	3/3	Garage	2 stry	0.22	Fence	3
3	No	116 N. Buchanan St.	11/1/2019	\$975,000	\$940,000	\$222.17	4,231	1925	5/3	None	2 stry	0.23	Fence	1
4	No	1009 Watts St.	7/15/2021	\$1,845,000	\$1,845,000	\$419.70	4,396	2009	4/4.5	Garage	2 stry	0.33	Fence	3
5	No	1010 Gloria Ave.	8/12/2020	\$1,400,000	\$1,375,000	\$331.72	4,145	1910	4/2.5	None	2 stry	0.17	Fence	14
6	No	1005 Lamond Ave.	6/1/2022	\$890,000	\$965,000	\$396.14	2,436	1906	3/3	None	2 stry	0.22	Fence	3
7	No	1111 Urban Ave.	6/2/2022	\$892,000	\$920,000	\$369.63	2,489	1918	3/2	None	2 stry	0.12	Fence	5
-	Average	-	6/20/2021	\$1,243,143	\$1,263,571	\$341.87	3,747	1,930	-	-	-	0.22	-	5
-	Median	-	7/15/2021	\$1,000,000	\$1,100,000	\$369.63	4,174	1,920	-	-	-	0.22	-	3

Trinity Park Sales Map



The sales are adjusted for time, bathrooms, pool, and other features. The adjusted price per square foot for the sales is shown below.

Residential Sales Adjustment Chart			
#	Address	Total	Adjusted \$ / SF
1	115 Watts St.	\$1,785,000	\$409.69
2	114 N. Buchanan St.	\$1,239,000	\$296.84
3	116 N. Buchanan St.	\$1,240,000	\$293.07
4	1009 Watts St.	\$2,052,000	\$466.79
5	1010 Gloria Ave.	\$1,722,500	\$415.56
6	1005 Lamond Ave.	\$1,030,000	\$422.82
7	1111 Urban Ave.	\$1,000,000	\$401.77

Sales Adjoining Hotel (1)		
	Average	Median
Adjusted Sale Price Per SF	\$409.69	\$409.69
Sales Not Adjacent to Hotel (2-7)		
	Average	Median
Adjusted Sale Price Per SF	\$382.81	\$408.66
Difference in Average/Median (Adjoining vs. non-adjacent)	7.0%	0.2%

After adjustments, the price per square foot for the house adjoining the hotel is generally in line with the houses not adjoining the hotel. Sale #1 had a days on market (DOM) of 5, which is similar to the other homes that averaged 5 DOM. This home is buffered from the hotel site via the 10' fence and significant vegetation. **The preceding market data is indicative that there is no adverse impact on property values from the presence of the hotel.**

Landsbury/Waterbury Neighborhood Adjacent to La Quinta Inn & Suites (4414 Durham-Chapel Hill Blvd., Durham)

The La Quinta Inn & Suites is located 5.3 miles south of the TownePlace site along the Durham-Chapel Hill Blvd. (US 15-501) commercial thoroughfare. The 130-room La Quinta Inn opened in 1999. Adjacent uses include the Landsbury-Waterbury residential neighborhood to the north, commercial to the south and west, and vacant land to the east. There are three residential homes in the neighborhood that are abutting the hotel site.



Of the three houses that adjoin the hotel site, two have sold within the last year. However, one of these homes was very dated and has been excluded from the analysis. The house at 118 Landsbury Drive adjoins the hotel and is analyzed against other recently sold homes in the neighborhood that do not adjoin the hotel site. I have selected comparable sales that are reasonably similar in terms of size, condition, and other factors.

A chart summarizing the details of these sales along with a map is shown below.

Residential Sales: Trinity Park Neighborhood													
#	Adjoin Hotel	Address	Sale Date	List Price	Sale Price	Price Per SF	Square Feet	Yr. Built	BR/BA	Parking	Design	Acres	DOM
1	Yes	118 Landsbury Dr.	6/14/2021	\$449,000	\$449,000	\$259.84	1,728	1971	3/2	Garage	1 stry	0.49	45
2	No	226 Landsbury Dr.	2/8/2022	\$419,000	\$500,000	\$191.50	2,188	1974	4/3	Garage	1 stry	0.47	3
3	No	4011 Garrett Rd.	3/21/2022	\$449,900	\$505,000	\$291.23	1,734	1965	4/3	None	1 stry	0.48	5
4	No	204 Landsbury Dr.	8/30/2021	\$370,000	\$395,000	\$238.67	1,655	1966	3/2	None	1 stry	0.47	6
5	No	142 Landsbury Dr.	9/14/2020	\$329,000	\$349,153	\$201.59	1,732	1977	3/2	None	1 stry	0.85	3
6	No	102 Landsbury Dr.	11/18/2021	\$340,000	\$370,000	\$209.99	1,762	1972	3/2	None	1 stry	0.61	4
7	No	217 Landsbury Dr.	8/13/2020	\$279,900	\$306,350	\$212.60	1,441	1998	3/5	Garage	1 stry	0.46	2
-	Average	-	7/9/2021	\$376,686	\$410,643	\$229.35	1,749	1,975	-	-	-	0.55	10
-	Median	-	8/30/2021	\$370,000	\$395,000	\$212.60	1,732	1,972	-	-	-	0.48	4

Landsbury-Waterbury Sales Map



The sales are adjusted for bathrooms, and other features. The adjusted price per square foot for the sales is shown below.

Residential Sales Adjustment Chart			
#	Address	Total	Adjusted \$ / SF
1	118 Landsbury Dr.	\$493,900	\$285.82
2	226 Landsbury Dr.	\$394,000	\$180.07
3	4011 Garrett Rd.	\$585,150	\$337.46
4	204 Landsbury Dr.	\$480,550	\$290.36
5	142 Landsbury Dr.	\$465,492	\$268.76
6	102 Landsbury Dr.	\$449,600	\$255.16
7	217 Landsbury Dr.	\$392,620	\$272.46

Sales Adjoining Hotel (1)		
	Average	Median
Adjusted Sale Price Per SF	\$285.82	\$285.82
Sales Not Adjacent to Hotel (2-7)		
	Average	Median
Adjusted Sale Price Per SF	\$267.38	\$270.61
Difference in Average/Median (Adjoining vs. non-adjacent)	6.9%	5.6%

After adjustments, the price per square foot for the home adjoining the hotel is approximately 6-7% more than the adjusted median square foot for home not adjoining the hotel. This is within a typical range of variation to be expected in real estate transactions. Sale #1 had a days on market (DOM) that was longer than other sales in the neighborhood, which could indicate a smaller buyer pool for the property. However, **ultimately there does not appear to be any adverse impact on value.**

Conclusion – Paired Sales Analysis

Based on the market data and four paired sales analyses, it is my opinion that the proposed hotel property would not adversely impact the market value of the adjacent houses. In the case of the Best Western Plus in Huntersville, an 80' wooded buffer separated the hotel parking lot from the adjoining residential lots and the hotel was approximately 110± feet to the closest single family lot. The subject hotel building will be 200 feet from the closest residential lot boundary and will have a 100' powerline easement (including 30' landscape buffer), 6' vinyl privacy fence, and 30' parking lot island with vegetation separating the hotel from the residential lots. There was an even smaller buffer for the hotel in Charlotte and two hotels in Durham. Therefore, it is reasonable to conclude the proposed hotel project will not adversely impact the value of the adjoining properties.

Respectfully submitted,

A handwritten signature in black ink, reading "Zachary J. Spurgeon". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Zachary J. Spurgeon, MAI

Appraiser & Consultant Qualifications

Zachary J. Spurgeon, MAI

Hotel & Club Associates, Inc.
3717-D West Market Street
Greensboro, North Carolina 27403
Office: (336) 379-1400
zspurgeon@hotelandclub.com

PROFESSIONAL EXPERIENCE:

Hotel and Club Associates, Inc. – Partner	2018 - Present
Hotel and Club Associates, Inc. – Appraiser and Consultant	2006 - 2018

PROFESSIONAL DESIGNATIONS:

MAI (Member, The Appraisal Institute)
CHIA (Certification in Hotel Industry Analytics from the American Hotel & Lodging Educational Institute and Smith Travel Research)

EDUCATION:

N.C. State University – Bachelor of Science Degree, Business Management (2004)
Cornell University – Certificate in Hotel Real Estate Investments & Asset Management (2017)

STATE CERTIFICATIONS/LICENSES:

N.C. Certified General Appraiser – A7157	GA Certified General Appraiser – 339129
S.C. Certified General Appraiser – CG 6658	PA Certified General Appraiser - GA004286
VA Certified General Appraiser – 4001-014498	N.C. Licensed Real Estate Broker (inactive) –
TN Certified General Appraiser - 4647	250158

PROFESSIONAL EXPERIENCE:

Zach began his career with Hotel & Club Associates, Inc. in 2006 and has completed over 700 assignments including appraisals, market studies, feasibility studies, and consultations for lending institutions, developers, property owners, attorneys, and municipalities throughout the United States.

COURSEWORK:

Completion of the comprehensive exam and coursework required for the MAI designation.
Completion of 28 hours of appraisal related continuing education every two years.
Specialized hotel coursework through Cornell University's Certification Program.
Completion of the coursework required to obtain an N.C. Certified General Appraisal License.
Completion of the coursework required to obtain an N.C. Real Estate Broker License.



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Senior Planner

Subject: Rezoning Petition #R24-01 Northpointe Hotel

EXPLAIN REQUEST:

Consider a decision

ACTION RECOMMENDED:

Consider a decision

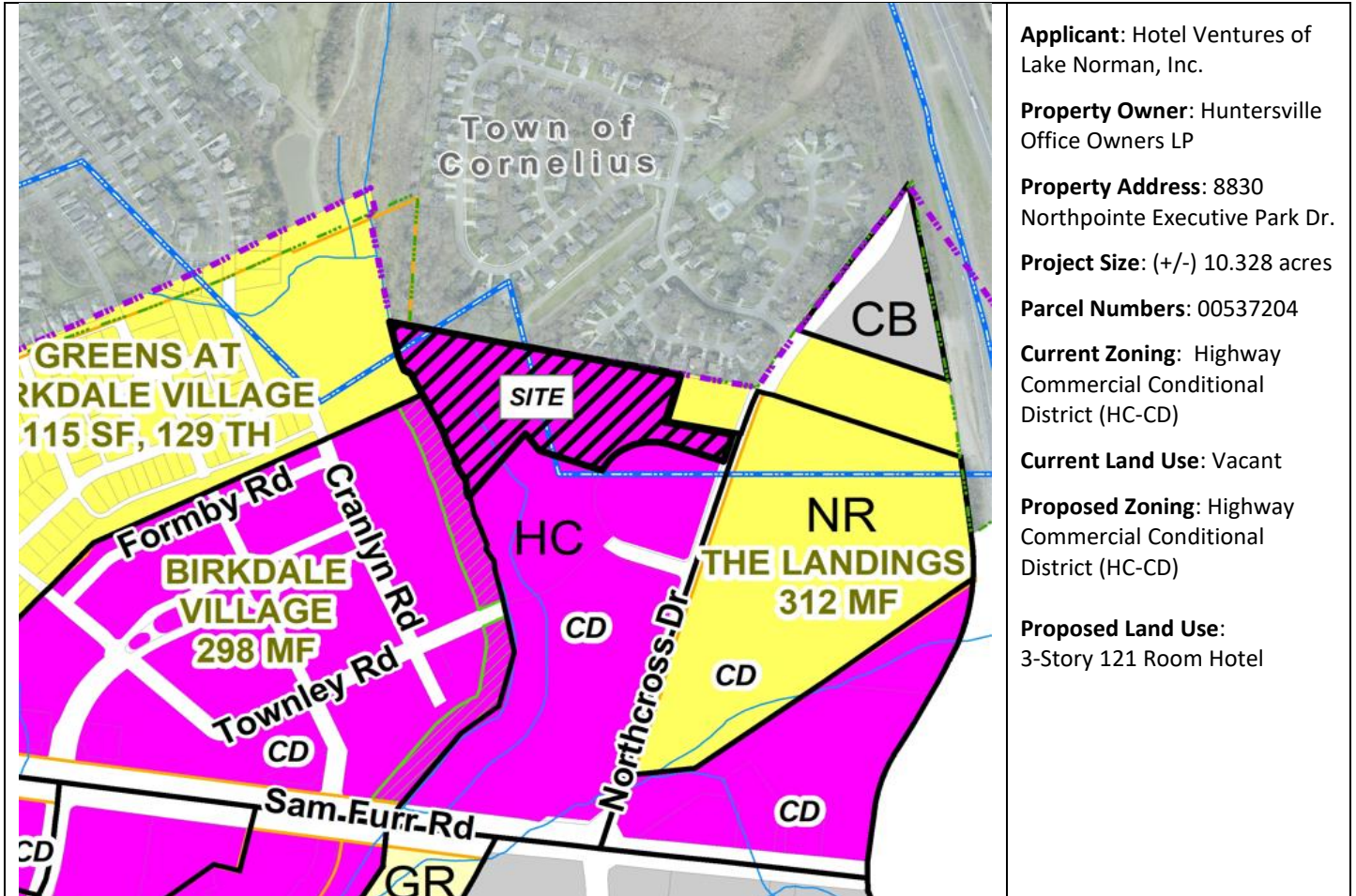
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R24-01 TB 7-16-24 Staff Report 1
2. Amended Conditional Zoning Application - For Submission 4.11.2024, 4855-6582-0342 v.1
3. Northpointe Hotel Rezoning Set for Hearing
4. Architectural Elevations for hearing
5. Northpointe Hotel color Renderings for hearing
6. 6.11.2024_Rezoning Engineering Comment Summary - Northpointe Hotel
7. Community Meeting Report for Meeting Held March 6, 2024, 4861-7208-8758 v.1
8. Community Meeting Report for Meeting Held March 20, 2024, 4869-4135-0070 v.1
9. Hotel TIA Determination 12-21-23

Petition R24-01 Northpointe Hotel

PART 1: PROJECT SUMMARY



1. Purpose: Rezone 10.328-acres at 8830 Northpointe Executive Park Drive from Highway Commercial-Conditional District (HC-CD) to Highway Commercial-Conditional District (HC-CD) to accommodate for a proposed 3-story 121 room hotel. An amended CD plan is required since the previous HC-CD approval was for office use only for the given parcel. This application also requires an approved Special Use Permit due to the proximity of an adjacent residential zoned district within 250 feet.
2. The original R98-10 Northpointe Executive Park (HC-CD) rezoning called for this parcel to develop as a 2-story office building and was later amended with R07-17 revision which allowed the addition of one story for a 3-story office building. Hotels are a permitted use in HC zoning with conditions.
3. **-Ordinance Requirement:** Article 3.2.7 permits hotels spaced less than 250 feet from a residential or mixed-use zone with a special use permit and compliance with the conditions of Article 9.45 of the zoning ordinance. Those conditions read: a) Any structure in which a hotel or motel is the principle or accessory use shall be separated by a distance no less than three (3) times the height of the proposed structure closest to the common lot line of the adjoining residential and mixed-use zone, but in no case less than 100 feet.

-Staff Comment: The proposal calls for a maximum height of 36 feet, this height times three equals 108 feet. The separation distance from residential properties proposed under this condition is 200-feet, which can be seen in the provided site plans attached.

-Ordinance Requirement: b) special use permit approval with applicable standards.

-Staff Comment: The SUP staff report will be presented prior to the rezoning case.

-Ordinance Requirement: c) that vehicular access to the use be provided by way of a major or minor thoroughfare or a retail/mixed use local or collector street within a commercial or mixed-use project.

-Staff Comment: Vehicular access to this project is from Northpointe Executive Park Drive which has not been accepted by the Town for maintenance due to needed improvements. The Certificate of Occupancy (CO) will be held with this project, pending approval of this application, until the improvements are made, and maintenance responsibilities are accepted by the Town.

4. Adjoining Zoning and Land Uses.

North: Cornelius– Single Family Residential

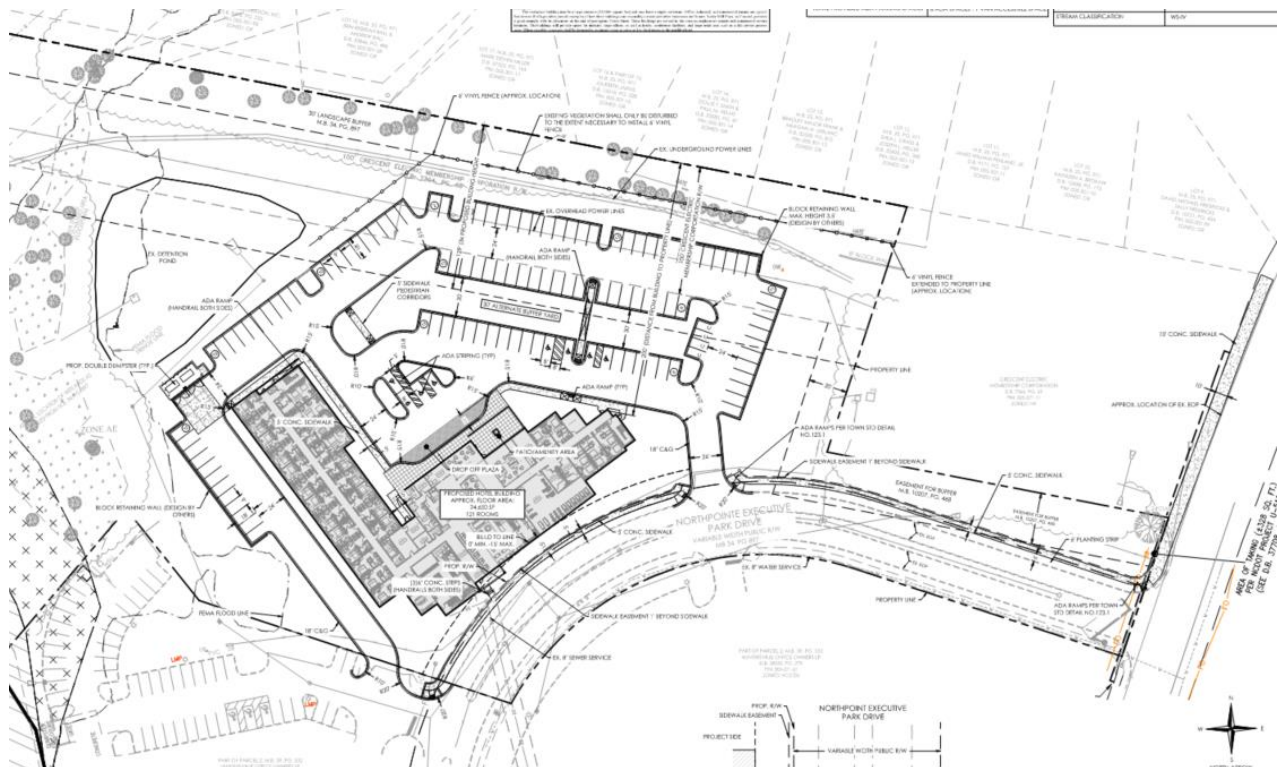
South: HC-(CD)Office buildings within the same office park.

East: Neighborhood Residential (NR-CD)- Multi-family

West: HC-CD- Mixed Use(Birkdale Village)

5. A neighborhood meeting was held on Wednesday, March 6, 2024 and Wednesday March 20, 2024 and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment D).
6. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Northcross Drive.

PART 2: REZONING/SITE PLAN



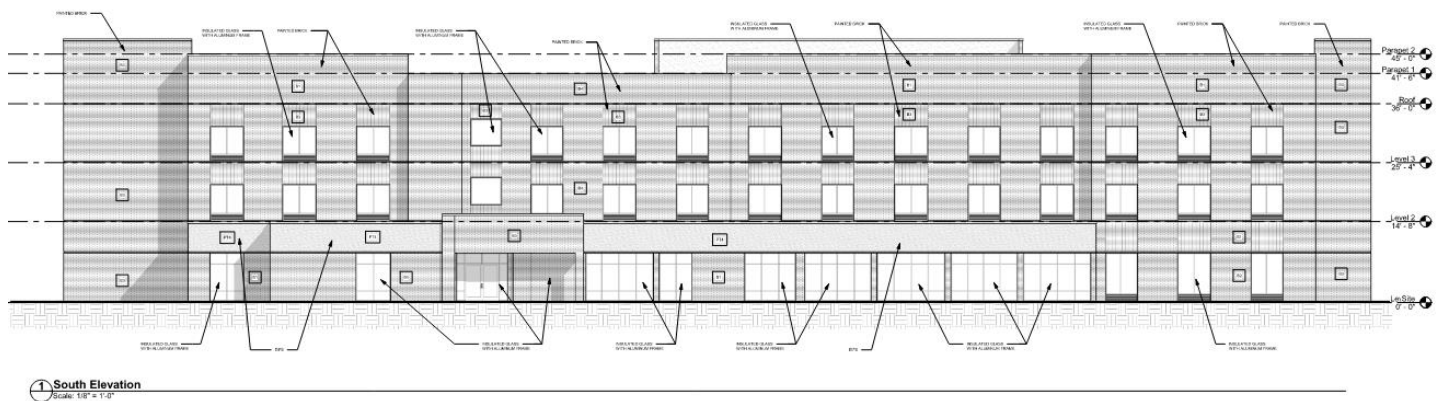
The proposed Conditional District Rezoning Plan has a modification request but is generally compliant with zoning ordinance requirements. Significant elements include:

- The proposal is for a single building, three-story hotel with 121 rooms, fronting Northpointe Executive Park Drive using the Urban Workplace Lot and Building Type in Article 4.1 and 4.2 of the zoning ordinance. Urban Workplace building type architectural standards are as follows:
 - A) To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are compatible to the historic architectural vocabulary of the area in their massing and external treatment.
 - B) Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not comprise a street fronting building face. Decorative metal panels, such as Aluminum Composite Material (ACM) panels, may be used as an accent or trim material and as cladding for building accent elements such as canopies and their supporting structure. However, decorative metal panel accents may not exceed 30% of any façade visible from the street.
 - C) The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.
 - D) Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.

Staff Comment: On the first edition of the proposed building, staff reviewed and commented with concerns regarding the architecture, which was for a 4-story hotel building with 132 rooms. The massing would not likely have followed the standards above. Adjacent property owners also voiced their concerns regarding the height and view of the structure in relation to their homes (as seen in the Community Meeting Reports). The current proposal, in response reduces the height to 3-stories with 121 rooms. Staff still had concerns with the version of the plans submitted for the Public Hearing regarding the architecture of the building as it related to the building materials (mostly EIFS) and the compatibility to the materials in the office park. The office park is comprised of brick clad buildings of 2 and 3 stories.

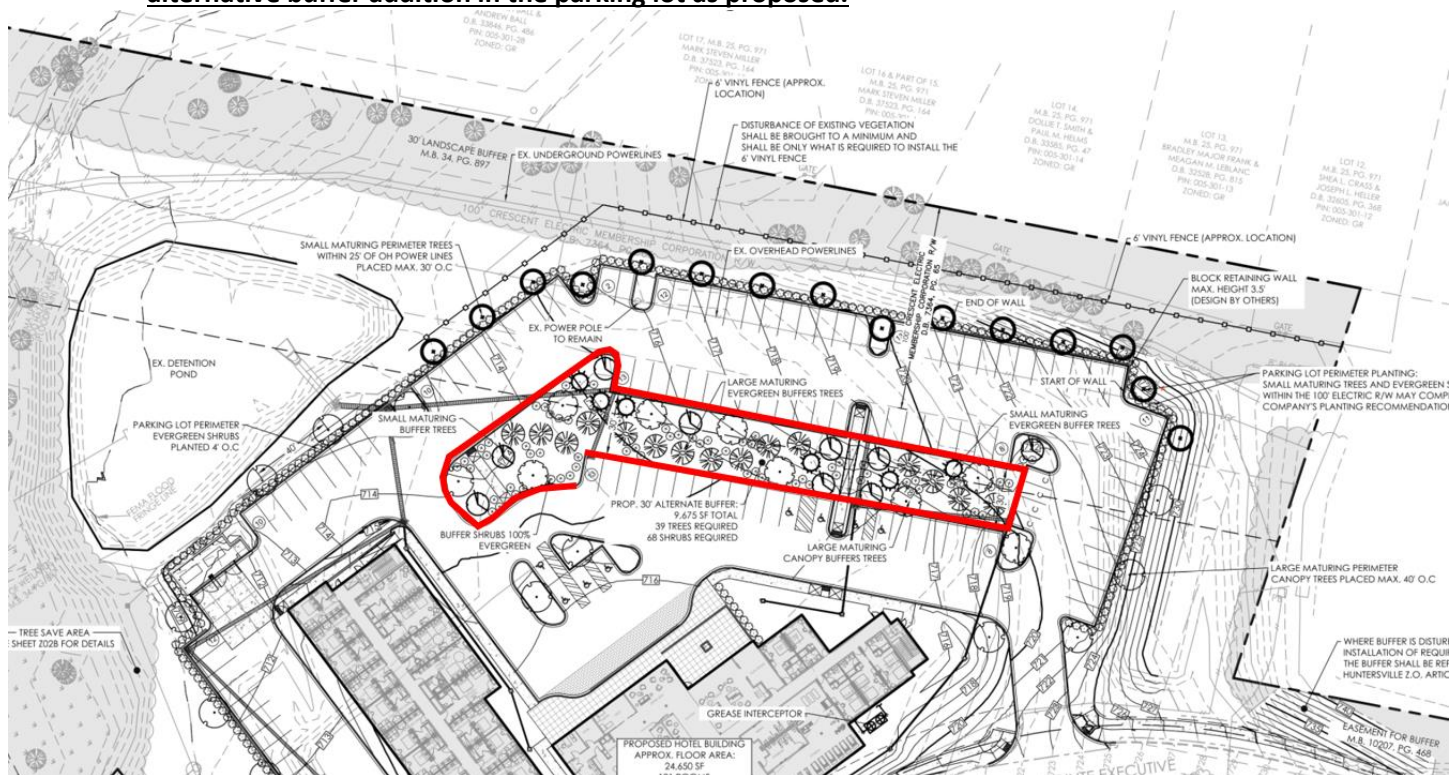
Update: The most updated version of the elevation plans proposed meet staff's expectations as they relate to the office park and zoning ordinance requirements listed above. It is worth noting that the 3rd floor windows to the rear of the building, facing the single family residents are still in place (see attached elevations), which were a concern at the community meetings as well as with the Cornelius Planning Department.

(Proposed street front view elevation with over 90% brick cladding and more street front windows)

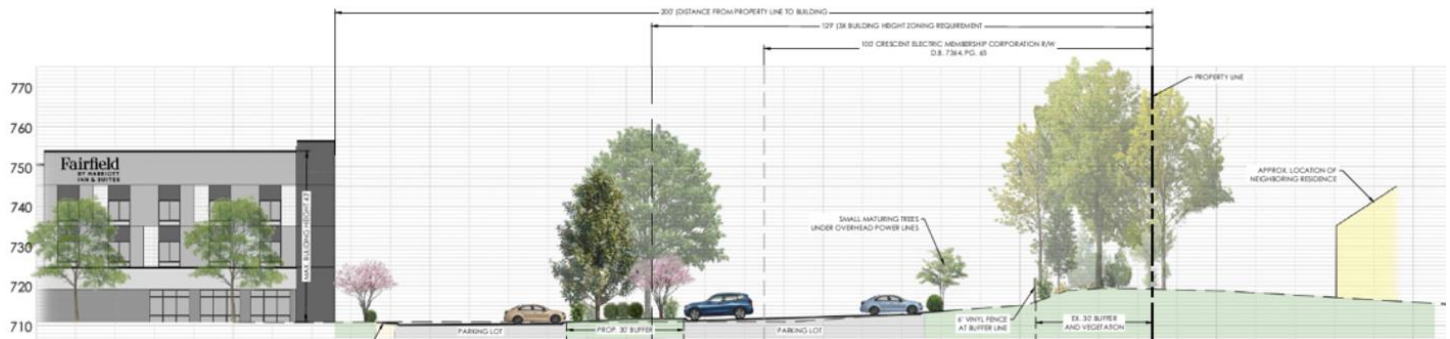


- Article 7.5: Requires a 30-foot undisturbed buffer abutting the single-family properties to the north. Due to an existing 100' Energy United Right-Of-Way that starts at the north property line and extend 100' into the subject property, the proposal cannot guarantee the 30' buffer can remain undisturbed with the energy company's rights to maintain as needed. The existing buffer within the energy ROW does have some existing vegetation present and a proposed 6-foot in height vinyl fence.

Staff Comment: Article 7.5.7 and 7.5.9 allows an alternative buffer in situations like these. Due to the energy ROW being within the required buffer area, the applicants have shown a 30' buffer internal to the site (seen below). This buffer is within the parking area and is in a 30-foot wide planting area with a mix of large deciduous and large evergreen trees, some small maturing trees and shrubs that will buffer vehicular lights. The **Modification Request** is to have the ability to use some of the area between the 30' undisturbed buffer (not guaranteed to remain) and the alternative buffer, as parking area. **Staff is in support of this modification request as 1) there is reasonable separation of uses (60-foot distance between parking lot and single family residences) and 2)adequate screening of the parking lot(shrubs planted every 3-feet on center and small trees planted every 30-feet on center, per code requirements) as well as 3) the previously described existing vegetation 4) proposed fence 5) alternative buffer addition in the parking lot as proposed.**



For illustrative purposes only, subject to change



- Per the Town Bikeway Masterplan, Northcross Drive is classified as a Minor Thoroughfare, which requires a 10' side-path along its frontage. The original Northpointe Executive Park Rezoning/Subdivision plan, which was approved prior to the adoption of the Bikeway plan required a 5' sidewalk that extends to the northernmost edge of the property line along Northcross Drive. ***Update*Staff recommended** at the public hearing that the 5-foot sidewalk be updated to the 10-foot side-path. The applicants have in turn revised their proposal to build up to a 10-foot side-path depending on ROW constraints with the adjacent Energy United Regulator Station property.
- Rezoning approval R98-10 and R07-17 requires the developers of this business park to dedicate and construct a 35' ROW connector/road to the Townley Road (Birkdale Village) vehicular bridge once its (the vehicular bridge) location is approved and is built. The rezoning proposal carries this condition through with its approval.
- The zoning ordinance requires this proposed site to front a public street. Currently the entirety of Northpointe Executive Park Drive has not been dedicated to the public and needs improvements for Town acceptance of maintenance responsibilities as a public ROW. The applicants have agreed to these terms and conditions by ways of an agreement on the plans in the form of a note.

General Plan Information

- Parking requirements= 1 space per room. 121 Rooms proposed=121 parking spaces provided.
- Minimum Tree Preservation (specimen tree save) for Highway Commercial is 30%. The Rezoning Plan saves all 23 identified specimen trees on the existing site.
- There are no identified Heritage Trees on site.
- Planning, Transportation, and Storm Water Engineering staff have minor site plan comments outstanding that need to be addressed prior to final plan approval.

PART 3: TRANSPORTATION ISSUES

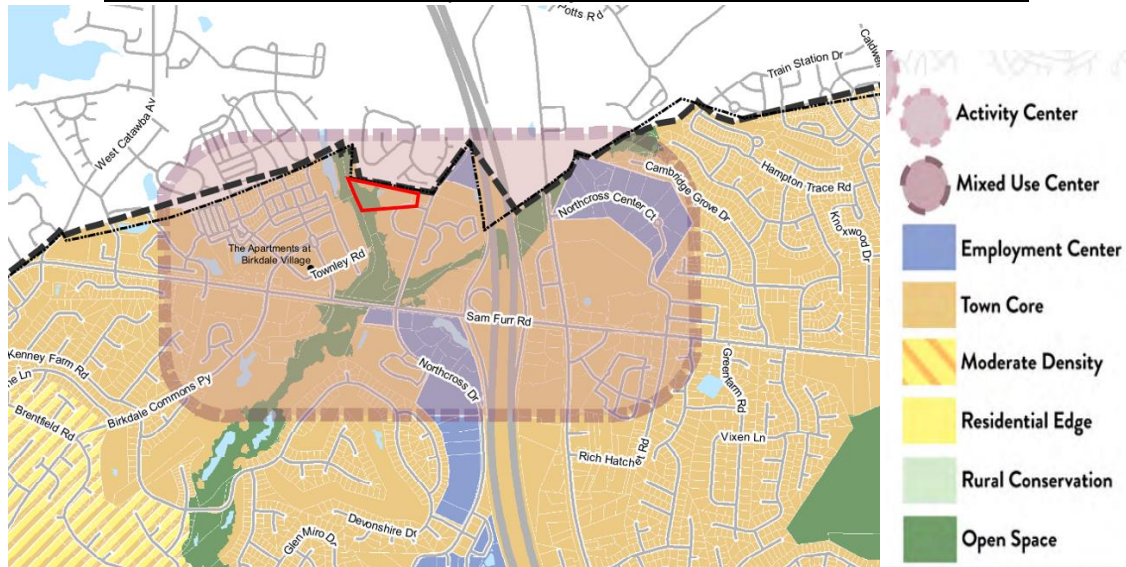
See attached analysis

PART 4: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that “in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant

adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents”.

2040 Huntersville Community Plan (Subject Parcel within “Mixed Use Center”)



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

- LU-6-Support a mix of land uses in key locations.
 - LU 6.1: A mix of land uses is encouraged in Mixed Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.
 - LU 6.2: Commercial uses are encouraged in the Town Core and as specified in adopted Small Area Plans.**Staff Comment:** The proposed hotel is within a Mixed-Use Center, mixes land uses within the office park, and is in the Town Core (orange shade in above map). Hotels are a common use within an office park where these uses can be complementary to each other.

STAFF COMMENT- Staff finds the proposed use/project is **not consistent** with the following policies of the 2040 Huntersville Community Plan:

- LU 8.2: Evaluate and strengthen incentives to encourage the achievement of higher design standards.
 - Consider incentives that allow applicants to demonstrate excellence in design and exceptional public benefit for projects in key areas.**Staff Comment: *Updated*:** Staff had commented that the plan lacked excellent design on the previously proposed EIFS siding that encompassed most of the exterior elevation’s materials, and the front elevation of the plans did not contribute to the pedestrian environment. The updated plans do address these to staff’s satisfaction; however, the plan does not give attention to the 3rd floor rear windows facing the single-family adjacent neighborhood.

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

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

STAFF COMMENT:

The proposed rezoning for the Northcross Hotel is consistent with the overall character of the surrounding area. The proposed use of a hotel is compatible with an office park and the site work proposed and elevation design of the building are aligned with the zoning ordinance and office park design guidelines. The separation and buffering between the developing site and the adjacent single-family neighborhood are appropriate given the site constraints mentioned in this analysis.

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

STAFF COMMENT:

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

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

STAFF COMMENT:

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

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R24-01, Northpointe Hotel, staff recommends approval as we find the proposal as generally compliant with the Town of Huntersville site design and architectural standards and its consistency with Huntersville Community Plan policies LU6, 6.1, and 6.2. Given the distance of separation and proposed buffering to adjacent single-family properties, staff believes this plan is consistent with the spirit of the zoning ordinance.

Conditions for Approval:

- 1) Modification request to allow a portion of the proposed parking lot to be outside of the proposed alternative buffer. Staff recommends approval of this modification request as we believe that the proposal meets the spirit of the ordinance.
- 2) The applicant agrees that required improvements shall be made to Northpointe Executive Park Drive prior to gaining a Certificate of Occupancy to allow for acceptance of the street as a public right of way.
- 3) Rezoning approval R98-10 and R07-17 requires the developers of this business park to dedicate and construct a 35' ROW connector to the Townley Road (Birkdale Village) vehicular bridge once its (the vehicular bridge) location is approved and built. This rezoning proposal carries this condition through with its approval.
- 4) Any other minor staff comment remaining are addressed.

PART 6: PUBLIC HEARING COMMENTS

The Public Hearing was held on May 6, 2024. Several Stratford Forest residents (adjacent subdivision to this subject property) expressed concerns regarding noise, safety, light pollution, separation distance from the proposed use, and other items. See the minutes from the May 6 meeting and this link <https://www.youtube.com/watch?v=PewiRJo06kk> with the YouTube feed of the meeting.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board Meeting was held on June 25, 2024. The Planning Board voted unanimously 6-0 in favor of approval with conditions.

F. Gammon made a motion to Recommend Approval of R24-01 Northpointe Hotel with conditions, the Planning Board has considered Huntersville Zoning Ordinance Articles 11.4.7d and 11.4.7e and finds that the rezoning is consistent with the surrounding rezonings character. Further, given the distance of separation and proposed buffer to adjacent single-family properties, the Planning Board believes this plan is consistent with the spirit of the Zoning ordinance. In addition, the Planning Board finds the petition is consistent with the Huntersville 2040 Community Plan policies LU 6, LU 6.1, LU 6.2, and the plans recurring theme to maintain or exceed the current percentage of tax revenue for non-residential uses. The Planning Board also recommends approval of:

- 1) the applicants request to modify to replace the required 30' buffer along the residential property line with an alternative buffer built within the parking lot;
- 2) approval of the applicant's modification to allow a portion of the proposed parking lot to be outside of the proposed alternative buffer;
- 3) the applicant work with staff to supplement the vegetation in the 30' buffer along the residential property lines. This recommendation for approval is contingent upon the applicant making the required improvements along Northpointe Executive Drive prior to gaining certificate of occupancy to gain acceptance of the street as a public right-of-way;
- 4) The developers of the business park as addressed and approved R98-10 and R07-17 dedicate and construct a 35' right-of-way connector to the Tally Road, Birkdale Village vehicular bridge once the location of that bridge is determined.
- 5) The applicant submits to staff the Energy United letter dated May 2, 2024, approving the proposed development with stipulations.
- 6) The approval of the SUP24-01 by the Town Board.
- 7) Address other staff comments that are remaining.

It is reasonable to approve the rezoning plan because the rezoning is consistent with the envisioned use and development pattern set forth in the 2040 Community Plan.

C. Boyd seconded the motion.

PART 8: TOWN BOARD RECOMMENDATION

Town Board Meeting is scheduled for July 16, 2024.

PART 9: ATTACHMENTS

- A – Rezoning Application
- B – Proposed CD Rezoning Plan
- C – Transportation/Engineering Report
- D – Neighborhood Meeting Report

E- Elevation Plans

PART 10: CONSISTENCY STATEMENT – R24-01 Northpointe Hotel

Planning Department	Planning Board	Board of Commissioners
In considering the proposed rezoning petition R24-01, Northpointe Hotel, staff recommends approval with conditions as we find the proposal as generally compliant with the Town of Huntersville site design and architectural standards and is consistent with Huntersville Community Plan policies LU6, 6.1, and 6.2. <u>It is reasonable and in the public interest to approve the rezoning plan because it is consistent with the envisioned use and development patterns set forth in the 2040 Community Plan</u>	APPROVAL: The Planning Board has considered Huntersville Zoning Ordinance Articles 11.4.7d and 11.4.7e and finds that the rezoning is consistent with the surrounding rezonings character. Further, given the distance of separation and proposed buffer to adjacent single-family properties, the Planning Board believes this plan is consistent with the spirit of the Zoning ordinance. In addition, the Planning Board finds the petition is consistent with the Huntersville 2040 Community Plan policies LU 6, LU 6.1, LU 6.2, and the plans recurring theme to maintain or exceed the current percentage of tax revenue for non-residential uses. The Planning Board also recommends approval of: 1) the applicants request to modify to replace the required 30' buffer along the residential property line with an alternative buffer built within the parking lot; 2) approval of the applicant's modification to allow a portion of the proposed parking lot to be outside of the proposed alternative buffer; 3) the applicant work with staff to supplement the vegetation in the 30' buffer along the residential property lines. This recommendation for approval is contingent upon the applicant making the required improvements along Northpointe Executive Drive prior to gaining certificate of occupancy to gain	APPROVAL: <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>

	acceptance of the street as a public right-of-way; 4) The developers of the business park as addressed and approved R98-10 and R07-17 dedicate and construct a 35' right-of-way connector to the Tally Road, Birkdale Village vehicular bridge once the location of that bridge is determined. 5) The applicant submits to staff the Energy United letter dated May 2, 2024, approving the proposed development with stipulations. 6) The approval of the SUP24-01 by the Town Board. 7) Address other staff comments that are remaining. It is reasonable to approve the rezoning plan because the rezoning is consistent with the envisioned use and development pattern set forth in the 2040 Community Plan.	
	DENIAL:	DENIAL: <u>(consistent OR inconsistent with (insert applicable plan reference)).</u> <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

AMENDED
4/11/2024

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

1. Application Type

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

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

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

2. Project Data

Date of Application 01/24/2024

Name of Project Northpointe Hotel Phase # (if subdivision) _____

Project Address 8830 Northpointe Executive Park Dr, Huntersville NC 28078

Parcel Identification Number(s) (PIN) 00537204

Current Zoning District HC-CD Proposed District (for rezoning only) HC-CD

Property Size (acres) 10.328 acres Street Frontage (feet) 618

Current Land Use Vacant

Proposed Land Use(s) Hotel

Is the project within Huntersville's corporate limits?
Yes X No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

The purpose of this request is to rezone the parcel to allow for a ~~4-story~~ hotel building with
~~132 rooms~~ and associated parking. ~~3-story~~
121 rooms

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name Hotel Ventures of Lake Norman Inc. Phone 706-855-0071 ext. 1
☒ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature [Signature]

Title Vice President Email hpatel@hotelventuresinc.com

Address of Applicant 3034 Washington Rd, Augusta GA 30907

7. Property Owner (If different than applicant)

*Printed Name Huntersville Office Owners LP Phone 651-398-2662
☐ Corporation ☐ Limited Liability Company ☐ Trust ☒ Partnership ☐ Other: _____

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

Signature [Signature]

Title President Email aw@redlinepropertypartners.com

Address of Property Owner 6101 Carnegie Blvd Suite 455, Charlotte NC 28209

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

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

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
W&A Engineering	Tess Fallova	704-875-1615 ext 310	tfallova@waengineering.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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

Sheet List Table	
Sheet Number	Sheet Title
Z01	COVER
Z02	SURVEY
Z02A	DEMO + TREE SAVE PLAN
Z03	REZONING PLAN
Z04	PRELIMINARY GRADING
Z05	LANDSCAPE-UTILITY PLAN

REZONING SITE PLAN PACKAGE

PROPOSED

NORTHPOINTE HOTEL

HUNTERSVILLE, MECKLENBURG COUNTY, NC

REZONING (R24-01) : CSP-500008

SPECIAL USE PERMIT (SUP 24-01): CSP-500009

DEVELOPER:

HOTEL VENTURES OF LAKE NORMAN INC.

3034 WASHINGTON RD, AUGUSTA GA 30907

PH: (706)855-0071 EXT. 1

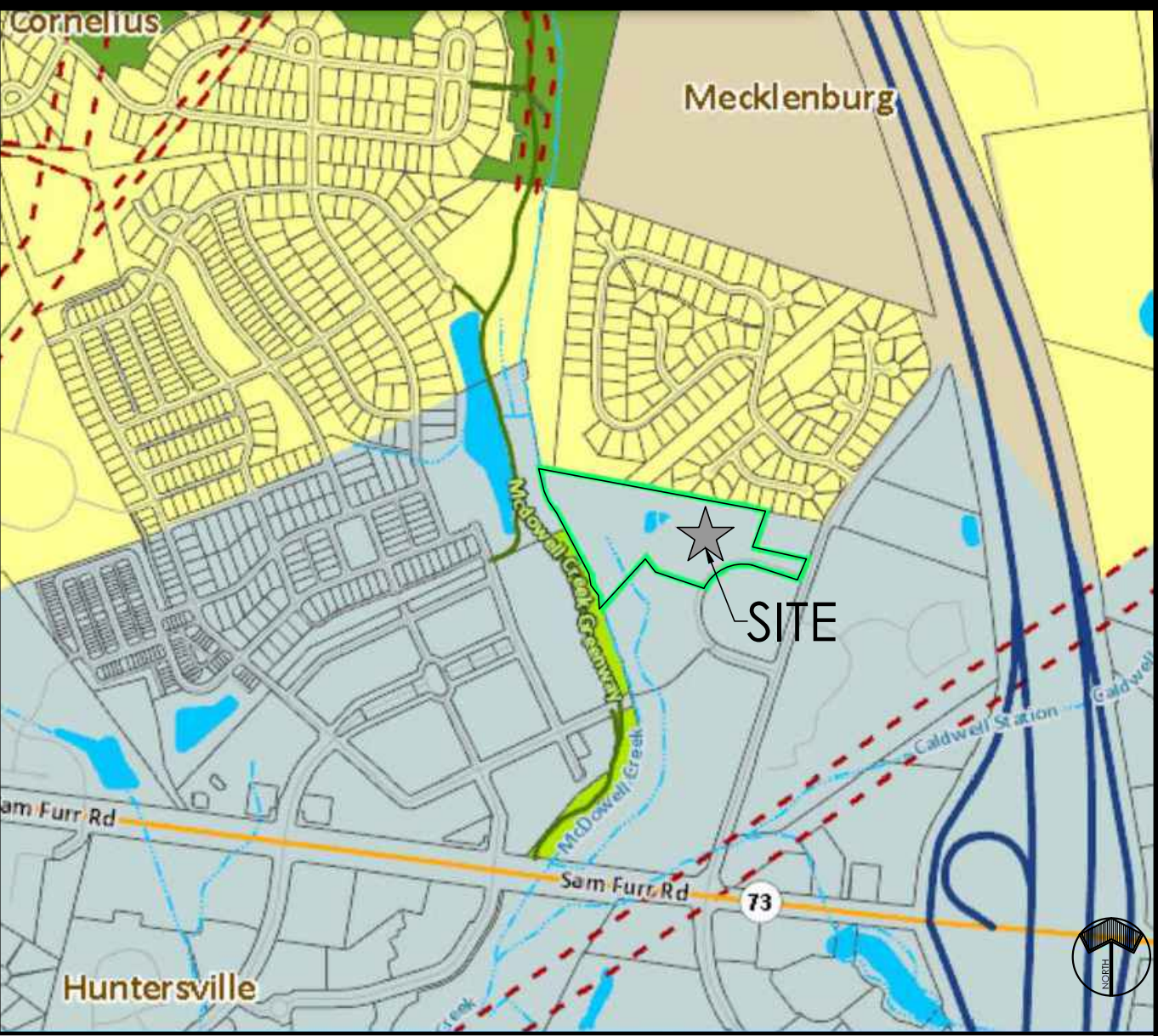
CONTACT: HITESH PATEL

OWNER:

HUNTERSVILLE OFFICE OWNERS LP

6101 CARNEGIE BV, STE 455

CHARLOTTE, NC 28209



VICINITY MAP

SCALE: N.T.S.



W&A

ENGINEERING

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE

LAND SURVEYING | TRAFFIC ENGINEERING

ECONOMIC DEVELOPMENT

121 GILEAD RD

HUNTERSVILLE, NC 28078

P: (704) 875-1615

WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING.

THESE INSTRUMENTS OF SERVICE ARE TO BE USED ONLY FOR THIS

SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL

RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL

RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

NORTHPOINTE HOTEL

PARCEL: 00537204

8830 NORTHPOINTE EXECUTIVE PARK DR, HUNTERSVILLE NC 28078

Know what's below.

Call before you dig.

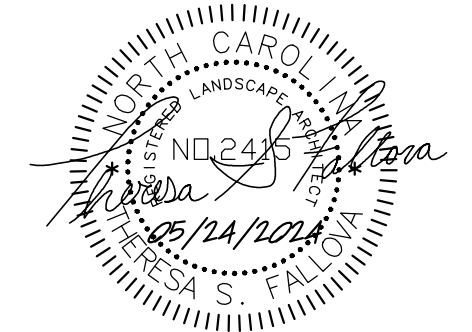


REVISIONS

04/11/2024	REZONING COMMENTS

INTIAL SUB. DATE: 01/31/2024

ISSUANCE DATE: 05/24/2024



HFI PROJECT #: 223080

COVER

Z01

NC ENGINEERING BOARD LICENSE #: P-2743

NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614

SC ENGINEERING BOARD LICENSE #: COA 7055

SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

ANY ADDITIONAL PAVEMENT OR CURB NOT LOCATED BY SURVEY OR THAT CONFLICTS WITH PROPOSED PAVEMENT & CURB AND GUTTER MUST BE REMOVED. ALL PAVEMENT AND CURB TO BE REMOVED SHALL BE SAW CUT AT THE PROPOSED JOINT LOCATION.

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY HERSON FOLEY, INC. IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

THIS SURVEY WAS PROVIDED BY OTHERS AND IS INCLUDED AS REFERENCE ONLY.

SURVEY BY:
CORNERSTONE
PO BOX 1296
MONROE, NC 28111

OBSERVED PARKING:
NO MARKED PARKING SPACES WERE OBSERVED ON SUBJECT PROPERTY.

HATCH LEGEND:

COMMUNITY ENCROACHMENT AREA
FEMA SPECIAL FLOOD HAZARD AREA(FLOODPLAIN)
FEMA FLOODWAY ENCROACHMENT AREA
WETLAND AREA PER MAP BOOK 34, PAGE 897

LINE LEGEND:

EASEMENT
PROPERTY LINE
RIGHT-OF-WAY
RIGHT-OF-WAY (NOT SURVEYED)
SETBACK
FIBER OPTIC LINE
GAS LINE
POWER LINE (UNDERGROUND)
SANITARY SEWER PIPE
STORM DRAIN PIPE
WATER LINE
WOOD FENCE

ZONING:
SUBJECT PROPERTY ZONED: HC(CD)

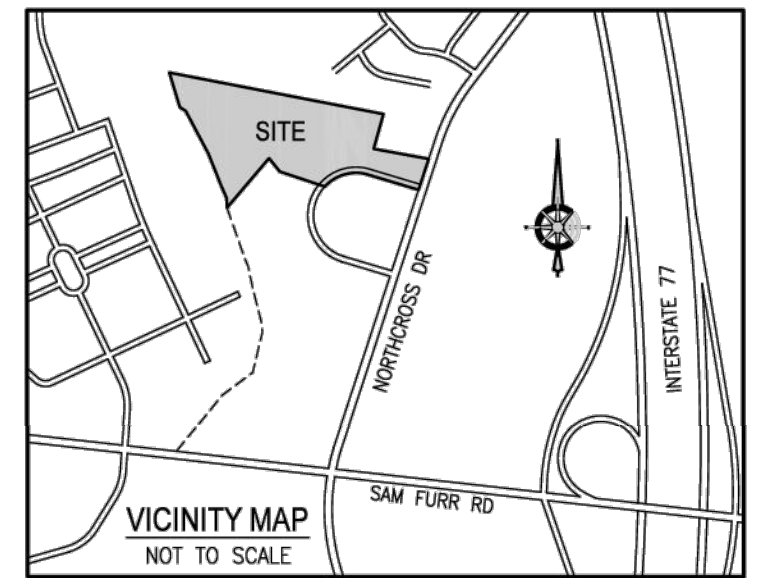
ZONING REQUIREMENTS:
MINIMUM BUILD TO LINE: 15 FT. BEHIND R/W
MAXIMUM HEIGHT: 36 FT.
MINIMUM LOT AREA: NONE REQUIRED
MINIMUM LOT WIDTH: NONE REQUIRED

FOR FURTHER INFORMATION CONTACT THE TOWN OF HUNTERSVILLE AT 704-875-6541.

NOTE: NO ZONING REPORT OR ZONING VERIFICATION LETTER WAS PROVIDED TO THE SURVEYOR, PURSUANT TO ALTA TABLE A ITEM 6. PURCHASER/DEVELOPER TO VERIFY ZONING RESTRICTIONS PRIOR TO DEVELOPMENT OF THIS SITE.

NOTES:

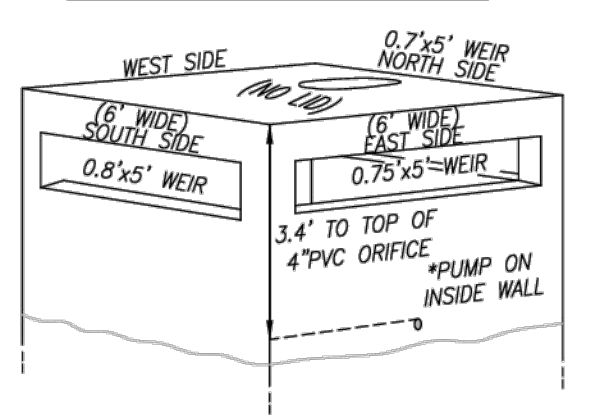
1. THIS PLAT IS NOT FOR RECREATION AS PER G.S. 47-30 AS AMENDED.
2. ALL CORNERS MONUMENTED AS SHOWN.
3. NO RECOVERABLE NGS MONUMENT LOCATED WITHIN 2,000 FEET OF SUBJECT PROPERTY.
4. UNDERGROUND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON. NO GUARANTEE CAN BE MADE THAT ALL UNDERGROUND UTILITIES PRESENT ARE SHOWN. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION, AS OBSERVED AT THE TIME OF SURVEY. UTILITY LOCATIONS AS SHOWN HEREON ARE INTENDED FOR PLANNING ONLY. ACTUAL LOCATION, SIZE, OR DEPTH OF LINE SHOULD BE VERIFIED WITH THE INDIVIDUAL UTILITY COMPANY BEFORE CONSTRUCTION.
5. BROKEN LINES, UNLESS DESCRIBED WITH A COURSE AND DISTANCE, INDICATE PROPERTY LINES NOT SURVEYED.
6. NORTHCROSS DRIVE IS SHOWN AS A "MAJOR THOROUGHFARE" ON THE MECKLENBURG-UNION METROPOLITAN PLANNING ORGANIZATION THOROUGHFARE PLAN OF 2004 AND MAY BE SUBJECT TO A FUTURE RIGHT-OF-WAY OF 35' FROM CENTERLINE.
7. THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.
8. AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. FUTURE WIDENING OF NORTHCROSS DRIVE R/W IS APPARENT AS AREA TO BE TAKEN IS DEPICTED IN A MEMORANDUM OF ACTION BY THE DEPARTMENT OF TRANSPORTATION RECORDED IN DEED BOOK 37708, PAGE 666.
10. AT THE TIME OF THIS SURVEY THERE WAS NO BURIAL GROUNDS/CEMETERIES OBSERVED ON THE PROPERTY.
11. WITHOUT EXPRESSING A LEGAL OPINION AS TO OWNERSHIP, LISTED BELOW, AND SHOWN HEREON, ARE POSSIBLE ENCROACHMENTS OBSERVED ON THE PROPERTY IN THE PROCESS OF CONDUCTING THE FIELDWORK; HOWEVER, THERE MAY BE ENCROACHMENTS OTHERWISE IDENTIFIED BY THE TITLE COMPANY.
A) 8" BLOCK WALL EXTENDS 38.2' ONTO PROPERTY
B) WOOD FENCE EXTENDS 38.4' ONTO PROPERTY
C) WOOD FENCE EXTENDS 28.8' ONTO PROPERTY
D) WOOD FENCE EXTENDS 23.7' ONTO PROPERTY
E) WOOD FENCE EXTENDS 17.3' ONTO PROPERTY



LEGEND:

- C&G - CURB & GUTTER
CB - CATCH BASIN
CGF - COMBINED GRID FACTOR
CP - CALCULATED POINT
C/L - CENTERLINE
D.B. - DEED BOOK
EIP - EXISTING IRON PIPE
EIR - EXISTING IRON ROD
EMM - EXISTING METAL MONUMENT
EN - EXISTING NAIL
EPH - EXISTING PUNCH-HOLE
EOP - EDGE OF PAVEMENT
EPH - EXISTING PUNCH HOLE
EU - END UNKNOWN
FES - FLARED END SECTION
FOB - FIBER OPTICS BOX
FOM - FIBER OPTICS MARKER
FI - FIRE HYDRANT
GLM - GAS LINE MARKER
GP - GATE POST
GR - GRATE
GW - GUY WIRE
ICV - IRRIGATION CONTROL VALVE
INV - INVERT
LMP - LAMP POST
LP - LIGHT POLE
MB - MAP BOOK
MH - MANHOLE
N - NATIONAL GEODETIC SURVEY
PB - POWER BOX
PIN - PARCEL IDENTIFICATION NUMBER
PL - PROPERTY LINE
PP - POWER POLE
PG - PAGE
PVC - PLASTIC PIPE
(R) - RECORDED
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
SDMH - STORM DRAIN MANHOLE
TBM - TEMPORARY BENCHMARK
TBN - TELEPHONE PEDESTAL
UB - UTILITY BOX
WW - WATER VALVE

RISER DETAIL (NOT TO SCALE):

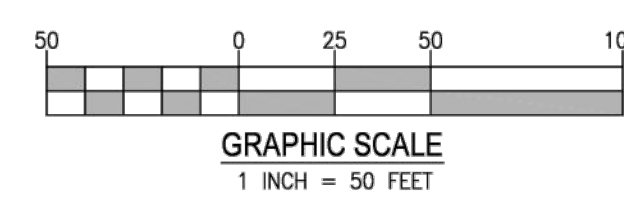


LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 22°46'38" W	18.26'
L2	N 05°03'05" W	49.39'
L3	N 32°29'51" W	29.70'
L4	N 28°43'32" W	51.13'
L5	N 07°18'21" W	26.24'
L6	N 27°26'30" W	67.56'
L7	N 16°29'33" W	43.13'
L8	N 27°00'47" W	48.41'
L9	N 28°58'08" W	68.43'
L10	N 28°09'51" W	50.06'
L11	N 28°09'31" W	103.78'
L12	N 64°28'21" W	29.06'
L13	N 21°18'43" W	65.83'

CURVE TABLE:

CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	225.00	510.72	S 65°33'58\"/>	286.61



FLOOD CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS PARTLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED SEPTEMBER 2, 2015.
MAP NUMBER: 3710464200K; ZONES AE & X

SURVEYOR'S CERTIFICATE (21 NCAC 56.1604):

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 38050, PAGES 270 & 279; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION SHOWN HEREON; THAT THE POSITIONAL ACCURACY DOES NOT EXCEED 0.07 FEET OR 0.30 METERS PLUS SOPM; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

ANDREW B. BAKER, PLS (L-4542) DATE _____

REVISIONS			
11/23/23 - ADD REFERENCES TO PLAT RECORDED OCTOBER 4, 2023 IN MAP BOOK 72, PAGE 832			
12/24/23 - DET. STORM PIPE CONNECTIVITY NEAR DETENTION POND			
12/24/23 - ADD THE DET. TRACT 3 PORTION PER MAP 72-832			
CREW: AB/BM	DRAWN: BM	REVISED: AB	SCALE: 1" = 50'
DATE: SEPT. 18, 2023		JOB NO: 2023-166	



AREA: 449,866 SQ. FT. OR 10.328 ACRES

ALTA/NSPS LAND TITLE SURVEY PREPARED FOR: HITESH PATEL, ISVERLAL PATEL AND RAKESH PATEL

8830 NORTHPOINTE EXECUTIVE PARK DR.
TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NC
TRACT 3, HUNTERSVILLE OFFICE OWNERS, PROPERTY
MAP REFERENCE: M.B. 72, PG. 837
DEED REFERENCE: D.B. 38050, PGS. 270 & 279
TAX PARCEL NOS: 005-371-21 (PART)

SURVEY
Z02



Know what's below.
Call before you dig.

- UTILITIES:**
- POWER
DUKE POWER ENERGY
1-800-777-9898
- TELEPHONE
BELL SOUTH TELECOMMUNICATIONS
1-888-757-6500
- WATER & SEWER
CHAR.-MECK. UTILITY DEPT. (CMUD)
(704) 336-2564 WATER
(704) 357-6064 SEWER
- GAS
PIEDMONT NATURAL GAS CO.
1-800-752-7504
- CABLE TELEVISION
SPECTRUM
1-800-892-2253

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO: 23-10935CH, EFFECTIVE DATE: AUGUST 30, 2023
SCHEDULE B - II (EXCEPTIONS)

1. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Map Book 34, page 897; Map Book 39, page 332; and Map Book 51, page 414; AND Map Book _____, page _____ (Exception to be completed upon satisfaction of Schedule B, Part I, Item 13). (AFFECTS PARCEL, SHOWN HEREON).
2. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded in Book _____, page _____. (Exception to be completed upon satisfaction of Schedule B, Part I, Item 14.)
3. Right of Way Agreement to Transcontinental Gas Pipe Line Corporation recorded in Book 2308, page 271. (AFFECTS PARCEL, SHOWN HEREON).
4. Right of Way and Easement to Crescent Electric Membership Corporation recorded in Book 7364, page 65. (AFFECTS PARCEL, SHOWN HEREON).
5. Easement Agreements to Mecklenburg Land Company recorded in Map 7463, page 178; and Book 7751, page 105. (AFFECTS PARCEL, SHOWN HEREON).
6. Easement for Buffer for Northcross Substation recorded in Book 10207, page 468. (AFFECTS PARCEL, SHOWN HEREON).
7. General Permit to Southern Bell Telephone and Telegraph Company (Incorporated) recorded in Book 1485, page 339. (GENERAL IN NATURE AND AS SUCH CANNOT BE PLOTTED).
8. Electric Power Line Easement to EnergyUnited Electric Membership Corporation recorded in Book 11504, page 89. (GENERAL IN NATURE AND AS SUCH CANNOT BE PLOTTED).
9. Easement to the City of Charlotte recorded in Book 11702, page 637. (AFFECTS PARCEL, SHOWN HEREON).
10. Storm Water Easement to Mecklenburg County recorded in Book 24518, page 703. (AFFECTS PARCEL, SHOWN HEREON).
11. Memorandum of Action by the Department of Transportation recorded in Book 37708, page 666. (NO AFFIRMATIVE DETERMINATION OF AFFECT ON SUBJECT PROPERTY CAN BE MADE. DOCUMENT DOES NOT CONTAIN THE MAP OF THE POTENTIAL AREA TO BE ACQUIRED, REFERENCED AS "EXHIBIT B" PROBABLE AREA OF TAKING AS DEPICTED IN NCDOT PROJECT U-5108 APPEARS TO AFFECT PARCEL 2 AND IS SHOWN HEREON FOR ILLUSTRATIVE PURPOSES.)

TITLE DESCRIPTION:

The Land is described as follows:

Lying and being situate in Mecklenburg County, NC, and being more particularly described as follows:
BEING AN APPROXIMATE 10.328 ACRE PORTION OF THE FOLLOWING:

Being all of Tract 2 as shown on a map entitled "Recombination and Subdivision Plat Property of Pizzagalli Properties, LLC North Pointe Executive Park Phase 1 - Map 2" recorded in Map Book 39, page 332 in the Office of the Register of Deeds of Mecklenburg County, North Carolina and as shown on that certain survey entitled "North Pointe Executive Center [sic] Town of Huntersville, Meck. Co., NC" dated April 27, 2006 (last revised May 26, 2006).

ALSO BEING DESCRIBED AS:

BEGINNING AT AN EXISTING IRON PIPE IN THE WESTERN RIGHT-OF-WAY LINE OF NORTHCROSS DRIVE, SAID PIPE ALSO BEING A COMMON CORNER WITH CRESCENT ELECTRIC MEMBERSHIP PROPERTY (NOW OR FORMERLY); THENCE S18°34'40"W 272.84 FEET TO AN IRON PIPE FOUND; THENCE S18°02'09"W 253.52 FEET TO AN IRON PIPE FOUND; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 39.31 FEET TO AN IRON PIPE FOUND, SAID CURVE HAVING A RADIUS OF 250.00 FEET AND BEING SUBTENDED BY A CHORD OF 58.92'10"W 35.39 FEET; THENCE N71°52'02"W 228.37 FEET TO AN IRON PIPE FOUND; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 58.00 FEET TO A MASON NAIL, SAID CURVE HAVING A RADIUS OF 172.54 FEET, AND BEING SUBTENDED BY A CHORD OF N62°14'14"W 57.73 FEET; THENCE S44°32'29"W 57.79 FEET TO A FOUND PARKER KALON NAIL; THENCE S 44°32'29" W 198.32 FEET TO A PARKER KALON NAIL FOUND; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 112.57 FEET TO AN IRON PIPE FOUND, SAID CURVE HAVING A RADIUS OF 300.00 FEET, AND BEING SUBTENDED BY A CHORD OF S56°31'12"W 111.91 FEET; THENCE N16°19'20"W 19.76 FEET TO AN IRON PIPE FOUND; THENCE N27°45'53"W 139.53 FEET TO AN IRON PIPE FOUND; THENCE N03°36'12"W 46.98 FEET TO A COMPUTED POINT; THENCE S71°01'09"W 113.18 FEET TO A COMPUTED POINT IN THE CENTER OF MCDOWELL CREEK; THENCE WITH THE CENTER OF SAID CREEK THE FOLLOWING COURSES AND DISTANCES: N33°46'32"W 57.41 FEET TO A COMPUTED POINT; THENCE N05°42'31"E 21.60 FEET TO A COMPUTED POINT; THENCE N20°48'32"W 98.68 FEET TO A COMPUTED POINT; THENCE N27°03'45"W 36.55 FEET TO A COMPUTED POINT; THENCE N12°58'29"W 54.83 FEET TO A COMPUTED POINT; THENCE N22°48'59"W 31.69 FEET TO A COMPUTED POINT; THENCE N05°04'09"W 48.40 FEET TO A COMPUTED POINT; THENCE N32°29'52"W 29.70 FEET TO A COMPUTED POINT; THENCE N28°43'33"W 51.14 FEET TO A COMPUTED POINT; THENCE N07°18'22"E 26.24 FEET TO A COMPUTED POINT; THENCE N27°28'31"W 67.57 FEET TO A COMPUTED POINT; THENCE N18°29'34"W 43.14 FEET TO A COMPUTED POINT; THENCE N27°00'47"W 48.41 FEET TO A COMPUTED POINT; THENCE N27°00'47"W 48.41 FEET TO A COMPUTED POINT; THENCE N28°09'31"W 103.80 FEET TO A COMPUTED POINT; THENCE N28°09'31"W 103.78 FEET TO A COMPUTED POINT; THENCE N13°32'12"W 141.05 FEET TO A COMPUTED POINT; THENCE LEAVING THE CENTERLINE OF SAID CREEK S79°05'07"E 61.76 FEET TO AN IRON PIPE FOUND, ALSO BEING A COMMON CORNER WITH NOW OR FORMERLY THE LANDS OF COOKE FARMS, INC.; THENCE S79°05'07"E 1089.54 FEET TO AN IRON PIPE FOUND; THENCE S18°05'11"W 200.18 FEET TO AN IRON PIPE FOUND; THENCE S79°04'49"E 269.76 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 19.271 ACRES, MORE OR LESS.

A MORE PRECISE DESCRIPTION OF THE INSURED LAND TO BE PROVIDED



NOTES
1. SLOPE ANALYSIS IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY MERRICK. SEE SHEET C02 FOR SURVEY.
2. THE SLOPE ANALYSIS APPROVED FROM THE SKETCH PLAN REVIEW WAS CREATED BY OTHERS AND WAS BASED ON GIS DATA. THAT ANALYSIS IS NOT INCLUDED IN THE PRELIMINARY / CONSTRUCTION PLAN PACKAGE.
3. SOIL TYPE AND HYDROLOGIC GROUP IS PROVIDED FROM USDA WEB SOIL SURVEY.

SLOPES TABLE				
#	MIN. SLOPE	MAX. SLOPE	COLOR	AREA
1	0%	5%	■	297,867 SF
2	5%	10%	■	107,925 SF
3	10%	15%	■	31,478 SF
4	15%	25%	■	15,323 SF
5	25%	25% +	■	31,765 SF



**W&A
ENGINEERING**

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED ONLY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

NORTHPOINTE HOTEL

PARCEL: 00537204

8830 NORTHPOINTE EXECUTIVE PARK DR, HUNTERSVILLE NC 28078

Know what's below.
Call before you dig.

REVISIONS	
04/11/2024	REZONING COMMENTS

INITIAL SUB. DATE: 01/31/2024

ISSUANCE DATE: 05/24/2024

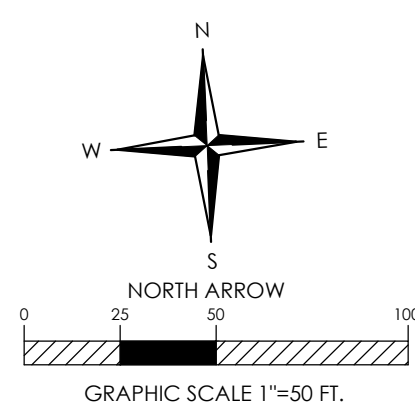


HFI PROJECT #: 223080

SLOPE ANALYSIS

Z02A

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477



TREE PROTECTION NOTES:

- PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES DESIGNATED TO BE SAVED IN DEVELOPMENT AREAS, PRIOR TO THE START OF DEVELOPMENT ACTIVITIES OR GRADING. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL DEVELOPMENT ACTIVITIES ARE COMPLETE OR CONSTRUCTION IN ACCORDANCE WITH STANDARDS SET FORTH IN THIS SECTION COMMENCES. THE AREA WITHIN THE PROTECTIVE BARRICADE SHALL REMAIN FREE OF ALL BUILDING MATERIALS, DIRT OR OTHER CONSTRUCTION DEBRIS, CONSTRUCTION TRAFFIC, STORAGE OF VEHICLES AND MATERIALS, AND GRADING SHALL NOT TAKE PLACE WITHIN THE DRIPLINE OF THE EXISTING TREES TO BE PROTECTED. BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES ACCORDING TO THE FOLLOWING STANDARDS:
- FOR TREES 10' OR LESS DBH: PROTECTIVE BARRICADES SHALL BE PLACED A MINIMUM DISTANCE OF 5' FROM THE BASE OF EACH PROTECTED TREE, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
 - FOR TREES GREATER THAN 10' DBH: PROTECTIVE BARRICADES SHALL BE PLACED AT A MINIMUM DISTANCE EQUAL TO 10' FROM THE BASE OF THE PROTECTED TREE PLUS AN ADDITIONAL 1' FOR EACH ADDITIONAL 1" DBH GREATER THAN 10' DBH, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
 - CONSTRUCTION ACCESS TO A SITE SHOULD OCCUR WHERE AN EXISTING OR PROPOSED ENTRANCE/EXIT IS LOCATED.
 - EXCEPT FOR DRIVEWAY ACCESS POINTS, SIDEWALKS, CURB AND GUTTER, NO PAVING WITH CONCRETE OR OTHER IMPERVIOUS MATERIALS WITHIN A TREE DRIPLINE SHALL BE ALLOWED.
 - WHERE GRADING WITHIN A TREE DRIPLINE CANNOT BE AVOIDED, LIMIT CUT AND FILLS TO 1/2 THE AREA WITHIN THE DRIPLINE.
 - AVOID CUT AND FILL AROUND ENTIRE CIRCUMFERENCE OF TRUNK.
 - WHERE GRADING LEAVES ROOTS EXPOSED, CUT ROOTS CLEAN.
 - AVOID FILLING WITHIN THE DRIPLINE OF A TREE WITHOUT SOME MECHANISM TO ALLOW AIR AND WATER TO REACH THE ROOTS.

TREE SAVE CALCULATIONS

EXISTING TREE CANOPY REQUIRED TO BE SAVED - 0%	
EXISTING SPECIMEN TREES REQUIRED TO BE SAVED - 30% [CB]	
EXISTING SPECIMEN TREES ON SITE	23 SPECIMEN TREES
EXISTING SPECIMEN TREES REQUIRED TO BE SAVED	0.3x 24 = 6.9 SPECIMEN TREES (30%)
SPECIMEN TREES TO BE SAVED	23 SPECIMEN TREES (100%)
EXISTING TREE CANOPY ON SITE	200,973 SF (4.61 AC)
EXISTING TREE CANOPY REMOVED	2,239 SF (0.05 AC) - 1%
EXISTING TREE CANOPY TO BE SAVED	198,734 SF (4.56 AC) - 99%

TREE LEGEND

- TREE CANOPY SAVED
- TREE CANOPY REMOVED
- SPECIMEN TREE SAVED
- SPECIMEN TREE REMOVED

DEMO LEGEND

- TO BE REMOVED

DEMO NOTES:

- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED DEMOLITION PERMITS PRIOR TO STARTING ANY DEMOLITION WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY UTILITY RELOCATIONS WITH CORRESPONDING UTILITY COMPANY.
- IF ANY WELL AND/OR SEPTIC SYSTEMS ARE DISCOVERED ON SITE, CONTRACTOR TO COORDINATE ABANDONMENT WITH THE MECKLENBURG COUNTY HEALTH DEPARTMENT.
- ANY PROPOSED UTILITIES SHALL BE SUBMITTED UNDER A SEPARATE UTILITY ENCROACHMENT.



**W&A
ENGINEERING**

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED ONLY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

NORTHPOINTE HOTEL

PARCEL: 00557204

8830 NORTHPOINTE EXECUTIVE PARK DR, HUNTERSVILLE NC 28078

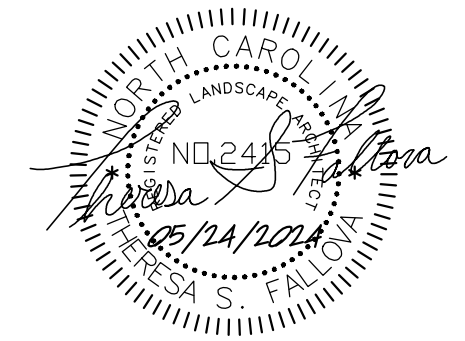
Know what's below.
Call before you dig.

REVISIONS

04/11/2024 REZONING COMMENTS

INITIAL SUB. DATE: 01/31/2024

ISSUANCE DATE: 05/24/2024



HFI PROJECT #: 223080

DEMO + TREE SAVE
PLAN

Z02B

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

A. GENERAL PROVISIONS:

3. THESE DEVELOPMENT NOTES, REZONING PLAN SET, AND OTHER RELATED GRAPHICS FORM A PART OF A REZONING SITE PLAN PACKAGE (COLLECTIVELY THE "REZONING PLAN") ASSOCIATED WITH THE CONDITIONAL REZONING APPLICATION [R24-01] AND SPECIAL USE PERMIT APPLICATION [SUP 24-01] FILED BY HOTEL VENTURES OF LAKE NORMAN, INC. ("APPLICANT") TO ACCOMMODATE THE DEVELOPMENT OF A 3-STORY HOTEL (NOT TO EXCEED 45 FEET IN HEIGHT OR MORE THAN 121 ROOMS) AND DEVELOP ACCESSORY USES AS ALLOWED IN THE HIGHWAY-COMMERCIAL DISTRICT (SUBJECT TO ANY MODIFICATIONS SET FORTH HEREIN) AND WITH SPECIAL USE PERMIT, ON A PARCEL OF APPROXIMATELY 10.328 ACRES LOCATED AT 8830 NORTHPOINTE EXECUTIVE PARK DRIVE, HUNTSVILLE, NORTH CAROLINA AND FURTHER IDENTIFIED AS TAX PARCEL ID# 005-372-04 (THE "SITE").

A. APPLICANT AGREES TO DEDICATE THAT PORTION OF NORTHPOINTE EXECUTIVE PARK DRIVE RIGHT OF WAY ABUTTING THE SITE AND GENERALLY DEPICTED ON THE REZONING PLAN AS THAT "VARIABLE WIDTH PUBLIC R/W, MB 34, PG 897" TO THE TOWN OF HUNTERSVILLE. PRIOR TO DEDICATION, APPLICANT AGREES TO MAKE IMPROVEMENTS TO SAID PORTION OF NORTHPOINTE EXECUTIVE PARK DRIVE ABUTTING THE SITE TO BRING THE DRIVE INTO COMPLIANCE WITH APPLICABLE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE SITE, THE ENTIRE NORTHPOINTE EXECUTIVE PARK DRIVE WILL BE BROUGHT INTO COMPLIANCE WITH APPLICABLE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND DEDICATED TO THE TOWN OF HUNTERSVILLE.

8. PRIOR TO DEDICATION OF THAT PORTION OF NORTHPOINTE EXECUTIVE PARK DRIVE RIGHT OF WAY, APPLICANT SHALL CONSTRUCT A 6' PLANTING STRIP AND A 5' SIDEWALK WITHIN SAID RIGHT OF WAY ALONG THE FRONTAGE OF THE SITE AS GENERALLY SHOWN ON THE REZONING PLAN, TO THE EXTENT THAT THE SIDEWALK EXCEEDS THE NORTHPOINTE EXECUTIVE PARK DRIVE RIGHT OF WAY AREA, APPLICANT WILL GRANT A SIDEWALK EASEMENT TO THE PUBLIC AS GENERALLY SHOWN ON THE REZONING PLAN.

C. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE BUILDING, AND PROVIDED THAT APPLICANT HAS RECEIVED APPROVAL FROM NCDOT FOR SUCH IMPROVEMENTS AT SUCH TIME, APPLICANT SHALL CONSTRUCT A MINIMUM 5' WIDE SIDEWALK TO BE BUILT WITHIN THE PUBLIC RIGHT-OF-WAY ALONG NORTHROSS DRIVE - NORTH OF NORTHPOINTE EXECUTIVE PARK DRIVE TO THE NORTHERN PROPERTY LINE OF LOT 00537111 [AS SHOWN ON RETONING PLAN]. APPLICANT WILL INCREASE THE SIDEWALK WIDTH TO 10' IF SUFFICIENT PUBLIC RIGHT OF WAY IS AVAILABLE AND DOT APPROVALS RECEIVED PRIOR TO THE COMPLETION OF CONSTRUCTION OF THE BUILDING ON THE

D. TOWNLEY BRIDGE IS CURRENTLY CONSTRUCTED TO THE EASTERN TERMINUS ON LOT 1, AS DESCRIBED ON MAP ENTITLED, "FINAL PLAT OF BIRKDALE VILLAGE - PART 1", RECORDED IN MAP BOOK 33, PAGE 319. MECKLENBURG COUNTY PUBLIC REGISTRY (THE "CURRENT TOWNLEY TERMINUS"). AT SUCH TIME AS CONSTRUCTION IS COMMENCED AND PROCEEDING ON THE BRIDGE (THE "TOWNLEY BRIDGE") THAT WILL EXTEND TOWNLEY ROAD FROM THE CURRENT TOWNLEY TERMINUS OVER THE MCDOWELL CREEK GREENWAY AND MCDOWELL CREEK TO THE EDGE OF THE MCDOWELL CREEK GREENWAY LOCATED AT THE WESTERN BOUNDARY OF THE LOT FROM THE "RECOMBINATION PLAT" OF THE: HUNTERSVILLE OFFICE OWNERS, LP PROPERTY, RECORDED IN MAP BOOK 72, PAGE 832. MECKLENBURG COUNTY PUBLIC REGISTRY (THE "RECOMBINATION PLAT"), THE OWNER OF TRACT 1 OR ITS SUCCESSORS IN OWNERSHIP OF TRACT 1 (AS APPLICABLE, THE "OWNER OF TRACT 1") SHALL COMMENCE CONSTRUCTION OF THE PROPOSED FUTURE ROAD ("PROPOSED FUTURE ROAD") FROM THE "RECOMBINATION PLAT" TO THE "TOWNLEY BRIDGE" FROM THE WESTERN EDGE OF THE PARKING LOT ON TRACT 1 ALONG THE NORTHERN BOUNDARY OF TRACT 1 TO NORTHPONTE EXECUTIVE PARK DRIVE (CONSTRUCTED OR TO BE CONSTRUCTED), IN THE APPROXIMATE AREA WITHIN THE PARKING LOT AS SHOWN ON THE RECOMBINATION PLAT. THE OWNER OF TRACT 1 SHALL USE COMMERCIALLY REASONABLE EFFORTS TO COMPLETE CONSTRUCTION OF THE PROPOSED ROAD TO COINCIDE WITH THE COMPLETION OF, AND OPENING OF, CONSTRUCTION OF THE TOWNLEY BRIDGE AND, UPON COMPLETION, SHALL DEDICATE THE PROPOSED ROAD TO THE PUBLIC.

AN EXISTING 30' MATURE LANDSCAPE BUFFER ALREADY EXISTS ALONG THE REAR PROPERTY LINE OF THE SITE, BUT IS LOCATED WITHIN A 100' UTILITY EASEMENT AND POTENTIALLY SUBJECT TO REMOVAL FOR MAINTENANCE. APPLICANT WILL PROVIDE A 30' ALTERNATE BUFFER YARD AS GENERALLY DEPICTED ON THE REZONING PLAN. APPLICANT REQUESTS A MODIFICATION FROM SUB-SECTIONS 7.5.7 AND 7.5.9 OF THE ORDINANCE TO ALLOW THAT PORTION OF THE DEVELOPMENT (I.E. A PORTION OF THE PARKING LOT) LOCATED OUTSIDE THE ALTERNATE 30' BUFFER YARD TO USE THE PERIMETER PARKING LOT LANDSCAPING AND SIX (6) FOOT FENCE TO MEET THE SPIRIT AND INTENT OF SECTION 7.5.9 OF THE ORDINANCE.

THE SITE IS LOCATED ALONG NORTHPOINTE EXECUTIVE PARK DRIVE. THE ADJACENT LAND USES CONSIST OF COMMERCIAL BUSINESSES. THE REAR PROPERTY LINE ABUTS SINGLE FAMILY RESIDENTIAL HOMES.

THE PRIMARY VEHICULAR ACCESS IS AT THE EXISTING DRIVEWAY STUB LOCATED ALONG NORTHPOINTE PARK EXECUTIVE DRIVE AT THE NORTH END OF THE SITE.

ALL SIGNS SHALL COMPLY WITH THE ORDINANCE. ALL SIGNS WILL BE PERMITTED SEPARATELY.

GARBAGE SERVICES WILL BE PROVIDED IN A DUMPSTER FACILITY ON SITE.

ALL BUILDING UTILITY EQUIPMENT SHALL BE SCREENED FROM ADJACENT PROPERTIES.

A. SEWER AVAILABLE THRU A STUB ON THE SITE.

10. LIGHTING

11. ENVIRONMENTAL

B. WATER QUALITY, POST CONSTRUCTION, AND STORM WATER MANAGEMENT WILL COMPLY WITH THE CURRENT ORDINANCES AND WILL BE APPLIED FOR DURING THE SITE PLAN PROCESS.

A. APPLICANT IS PERMITTED TO REPLACE TREES AND LANDSCAPING PURSUANT TO SECTION 7.3 ET SEQ AND THE REZONING PLAN.

B. A SIX (6) FOOT HIGH VINYL EARTH TONE OR BLACK FENCE SHALL BE INSTALLED AT THE EDGE OF EXISTING 30 FOOT LANDSCAPE BUFFER IN THE APPROXIMATE LOCATION AS GENERALLY DEPICTED ON THE REZONING PLAN. VINYL FENCE SHALL BE FIELD LOCATED AND ALLOWED TO MEANDER AS NECESSARY TO LIMIT REMOVAL OR DAMAGE TO EXISTING VEGETATION.

A. IF THIS REZONING APPLICATION IS APPROVED, THIS REZONING PLAN SHALL AMEND AND REPLACE THAT CONDITIONAL REZONING PLAN AND ASSOCIATED NOTES FOR REZONING PETITION R07-17, ENTITLED "NORTHPOINTE 5, BUILDING NO. 5-ONLY" WHICH WAS APPROVED BY THE TOWN OF HUNTSVILLE ON AUGUST 4, 2008 (THE "2008 REZONING"). IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS REZONING PLAN AND THE 2008 REZONING, AND/OR THAT ONE CERTAIN ZONING PLAN FOR NORTHCROSS EXECUTIVE CENTER, DATED AUGUST 3, 1998 WHICH WAS APPROVED BY THE TOWN OF HUNTSVILLE ON MARCH 1, 1999 (THE "1999 ZONING"), THE TERMS AND PROVISIONS OF THIS REZONING PLAN SHALL GOVERN, AND THE 2008 REZONING AND/OR THE 1999 ZONING SHALL BE DEEMED AMENDED ACCORDINGLY.

B. IF THIS REZONING APPLICATION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT AND/OR USE OF THE SITE IMPOSED UNDER THIS REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED BY ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF THE APPLICANT AND THE CURRENT AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE SUCCESSORS IN INTEREST AND ASSIGNS, THROUGHOUT THE DEVELOPMENT STANDARDS, THE TERMS "OWNER" OR "OWNERS" SHALL BE DEEMED TO INCLUDE THE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST AND ASSIGNS OF THE APPLICANT OR THE OWNER OR OWNERS OF THE SITE FROM TIME TO TIME WHO MAY BE INVOLVED IN ANY FUTURE DEVELOPMENT THEREOF.

Permitted Height and Uses

[illegible]

1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above, and are further controlled by zoning district standards.

The "heavier" material should be below and can cover the first floor only (i.e. brick below wood siding).

B. Street level windows shall be untinted. Tinted glass with minimum visual transmittance factor of 35 is permitted. Mirrors or reflective glass is not permitted in any location.

C. Windows shall be of square or vertical proportion. Special windows may be circular or regular polygons.

- A. Windows should be set to the inside of the building face wall.
- B. All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.

Building Placement/Parking/Vehicle Access

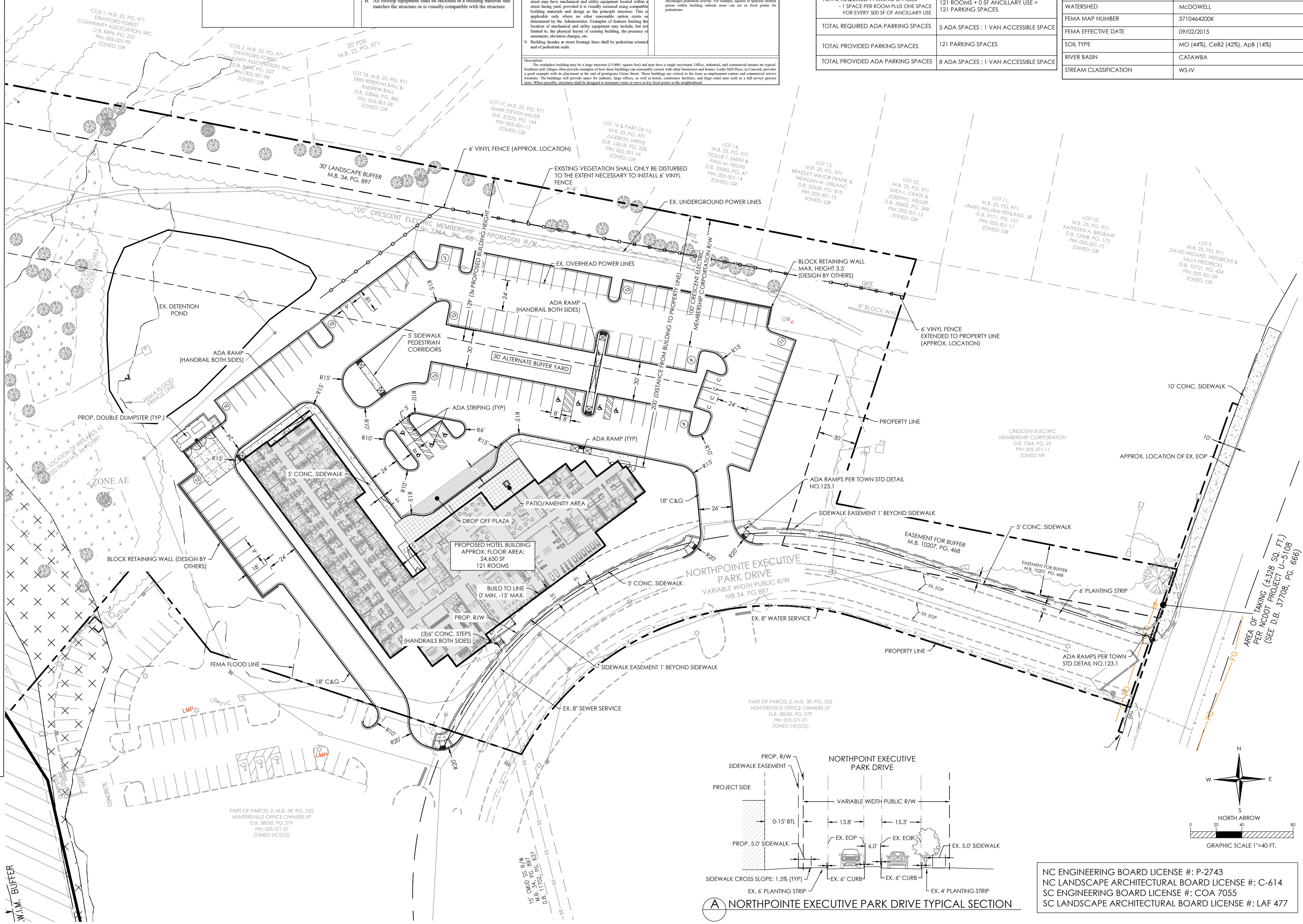
Eneroachment/Pedestrian Access to Building

- [illegible]

ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL PARCEL AREA	449,866 SF	10.33 AC	N/A
TOTAL PARCEL AREA AFTER R/W DEDICATION	417,206 SF	9.58 AC	N/A
TOTAL EXISTING IMPERVIOUS	259 SF	0.01 AC	0.06 %
TOTAL PROPOSED IMPERVIOUS	86,730 SF		
BUILDING	24,650 SF	1.99 AC	20.79 %
ASPHALT	55,482 SF		
CONCRETE	6,598 SF		
TOTAL PROPOSED PERVIOUS	363,136 SF	8.34 AC	87.04 %
MAX ALLOWABLE BUA	292,044.2 SF	6.70 AC	70.00 %

TOTAL REQUIRED PARKING SPACES - 1 SPACE PER ROOM + 1 SPACE FOR EVERY 500 SF OF ANCILLARY USE	121 ROOMS + 0 SF ANCILLARY USE = 121 PARKING SPACES
TOTAL REQUIRED ADA PARKING SPACES	5 ADA SPACES ; 1 VAN ACCESSIBLE SPACE
TOTAL PROVIDED PARKING SPACES	121 PARKING SPACES
TOTAL PROVIDED ADA PARKING SPACES	8 ADA SPACES ; 1 VAN ACCESSIBLE SPACE

LOCATION: 8830 NORTHPOINTE EXECUTIVE PARK DRIVE HUNTERSVILLE, MECKLENBURG COUNTY, NC 28078		(PARCEL ID: 00537121)
CURRENT ZONING: HC (CD)	PROPOSED ZONING: HC (CD)	
CURRENT USE: VACANT	PROPOSED USE: HOTEL	
CONTACT: HENSONFOLEY (JAY HENSON) 704-875-1615		
ITEM	PROVIDED	
TOTAL PARCEL AREA	10.328 ACRES (449,866 SF.)	
TOTAL DISTURBED AREA	3.06 AC	
PRINCIPAL USE(S)	HOTEL	
LOT & BUILDING TYPE	URBAN WORKPLACE	
MAX. BUILDING HEIGHT	45'	
PROPOSED MAX. BUILDING HEIGHT	45'	
ZONING DISTRICT	HC (CD)	
OVERLAY DISTRICT	PA & PA-2 MTN ISLAND LAKE WATERSHED	
PERCENT IMPERVIOUS ALLOWED	HIGH DENSITY - 70%	
BUILD TO LINE	0' - 15' SIDE & REAR - 0'	
CORNER SETBACK	REPLICATE FRONTAGE CONDITIONS	
WATERSHED	MCDOWELL	
FEMA MAP NUMBER	371046-4200K	
FEMA EFFECTIVE DATE	09/02/2015	
SOIL TYPE	MO (44%), CeB2 (42%), ApB (14%)	
RIVER BASIN	CATAWBA	
STREAM CLASSIFICATION	WS-IV	



NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

A NORTHPOINTE EXECUTIVE PARK DRIVE TYPICAL SECTION

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

NORTHPOINTE HOTEL

PARCEL: 00537204

88830 NORTHPOINTE EXECUTIVE PARK DR, HUNTERSVILLE NC 28078

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

REVISIONS

04/11/2024	REZONING COMMENTS
------------	-------------------

INITIAL SUB. DATE: 01/31/2024

ISSUANCE DATE: 05/24/2024

HFI PROJECT #: 223080

REZONING PLAN

Z03

7.1. GRADING

7.1.1. GENERAL: UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTATION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED.

7.1.2. PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES.

7.1.3. CUT OUT SOFT SPOTS, FILL LOW SPOTS, AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TOLERANCES.

7.1.4. SLOPE GRADING TO SLOPE GRADES TO DIRECT WATER AWAY FROM BUILDINGS AND TO PREVENT PONDING. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES:

7.4.1. TURF OR UNPAVED AREAS: PLUS OR MINUS 1/2 INCH (25 MM).

7.4.2. WALKS: PLUS OR MINUS 1/4 INCH (25 MM).

7.4.3. PAVEMENTS: PLUS OR MINUS 1/2 INCH (13 MM).

7.4.4. GRADING INSIDE BUILDING LINES: FINISH SUBGRADE TO A TOLERANCE OF 1/2 INCH (13 MM) WHEN TESTED WITH A 10-FOOT (3.0 M) STRAIGHTEDGE.

8. FIELD QUALITY CONTROL

8.1. TESTING AGENCY: OWNER WILL ENGAGE A QUALIFIED GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM TESTS AND INSPECTIONS.

8.2. ALLOW TESTING AGENCY TO VISUALLY INSPECT AND TEST SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTH MOVING ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS.

8.3. FOOTING SUBGRADE: AT FOOTING SUBGRADES, AT LEAST ONE TEST OF EACH SOIL STRATUM TO BE PERFORMED TO VERIFY DESIGN BEARING CAPACITIES. SUBSEQUENT VERIFICATION AND APPROVAL OF OTHER FOOTING SUBGRADES MAY BE BASED ON A VISUAL COMPARISON OF SUBGRADE WITH TESTED SUBGRADE WHEN APPROVED BY ARCHITECT.

8.4. TESTING AGENCY WILL TEST COMPACTED SOILS IN PLACE ACCORDING TO ASTM D 1557, D 1586, D 2113, AND D 2922, AS APPLICABLE. TESTS WILL BE PERFORMED AT THE FOLLOWING LOCATIONS AND FREQUENCIES:

8.5. PAVED AND BUILDING SLAB AREAS: AT SUBGRADE AND AT EACH COMPACTED FILL AND BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 2000 SQ. FT. (186 SQ. M) OR LESS OF PAVED AREA, AND AT LEAST ONE TEST FOR EVERY 1000 SQ. FT. (93 SQ. M) OF UNPAVED AREA.

8.6. FOUNDATION WALL BACKFILL: AT EACH COMPACTED BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 100 FEET (30 M) OR LESS OF WALL LENGTH, BUT NO FEWER THAN TWO TESTS.

8.7. TRENCH BACKFILL: AT EACH COMPACTED INITIAL AND FINAL BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 150 FEET (46 M) OR LESS OF TRENCH LENGTH, BUT NO FEWER THAN TWO TESTS.

8.8. WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR STRATIFY TO CORRECT DEFICIENCIES. REWORK TO THE DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.

Structure Table	
Structure Name	Structure Details
01-EX FES	RIM = 704.000 X PIPE 1 INV IN = 701.500
02-EX CB	RIM = 710.595 PIPE 1 INV IN = 703.134 X PIPE 1 INV OUT = 702.400
03-CI	RIM = 712.583 PIPE 2 INV IN = 703.888 PIPE 12 INV IN = 703.881 PIPE 1 INV OUT = 703.381
04-CI	RIM = 714.947 PIPE 3 INV IN = 704.368 PIPE 11 INV IN = 706.368 PIPE 2 INV OUT = 706.118
05-CI	RIM = 714.070 PIPE 11 INV OUT = 707.747
06-CI	RIM = 718.788 PIPE 3 INV IN = 710.345 PIPE 3 INV OUT = 710.145
07-CI	RIM = 715.768 PIPE 9 INV IN = 711.559 PIPE 5 INV IN = 711.226 PIPE 4 INV OUT = 710.976
08-CI	RIM = 713.216 PIPE 6 INV IN = 712.317 PIPE 5 INV OUT = 711.983
09-YI	RIM = 713.752 PIPE 7 INV IN = 713.026 PIPE 6 INV OUT = 713.026
10-YI	RIM = 714.324 PIPE 8 INV IN = 713.765 PIPE 7 INV OUT = 713.598
11-YI	RIM = 714.981 PIPE 8 INV OUT = 714.438
12-YI	RIM = 713.372 PIPE 10 INV IN = 712.646 PIPE 9 INV IN = 712.646
13-YI	RIM = 713.974 PIPE 10 INV OUT = 713.431
14-CI	RIM = 714.474 PIPE 13 INV IN = 704.637 PIPE 16 INV IN = 707.459 PIPE 12 INV OUT = 704.437
15-CI	RIM = 710.915 PIPE 14 INV IN = 706.060 PIPE 13 INV OUT = 705.860
16-CI	RIM = 713.512 PIPE 15 INV IN = 707.429 PIPE 14 INV OUT = 707.229
17-CI	RIM = 711.943 PIPE 15 INV IN = 708.397
18-YI	RIM = 715.209 PIPE 17 INV IN = 708.125 PIPE 16 INV OUT = 708.125
19-YI	RIM = 716.615 PIPE 17 INV IN = 712.609 PIPE 17 INV OUT = 712.442
20-YI	RIM = 716.748 PIPE 18 INV OUT = 714.101

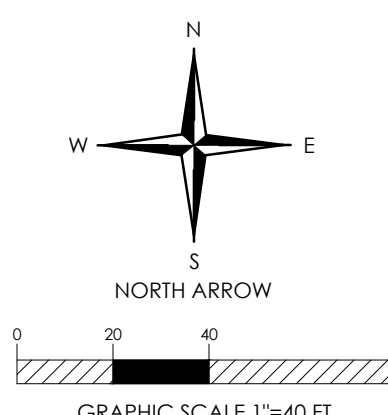
DISTURBED AREA: 3.06 AC

6' VINYL FENCE
(APPROX. LOCATION)

88830 NORTHPOINTE EXECUTIVE PARK DR, HUNTERSVILLE NC 28078

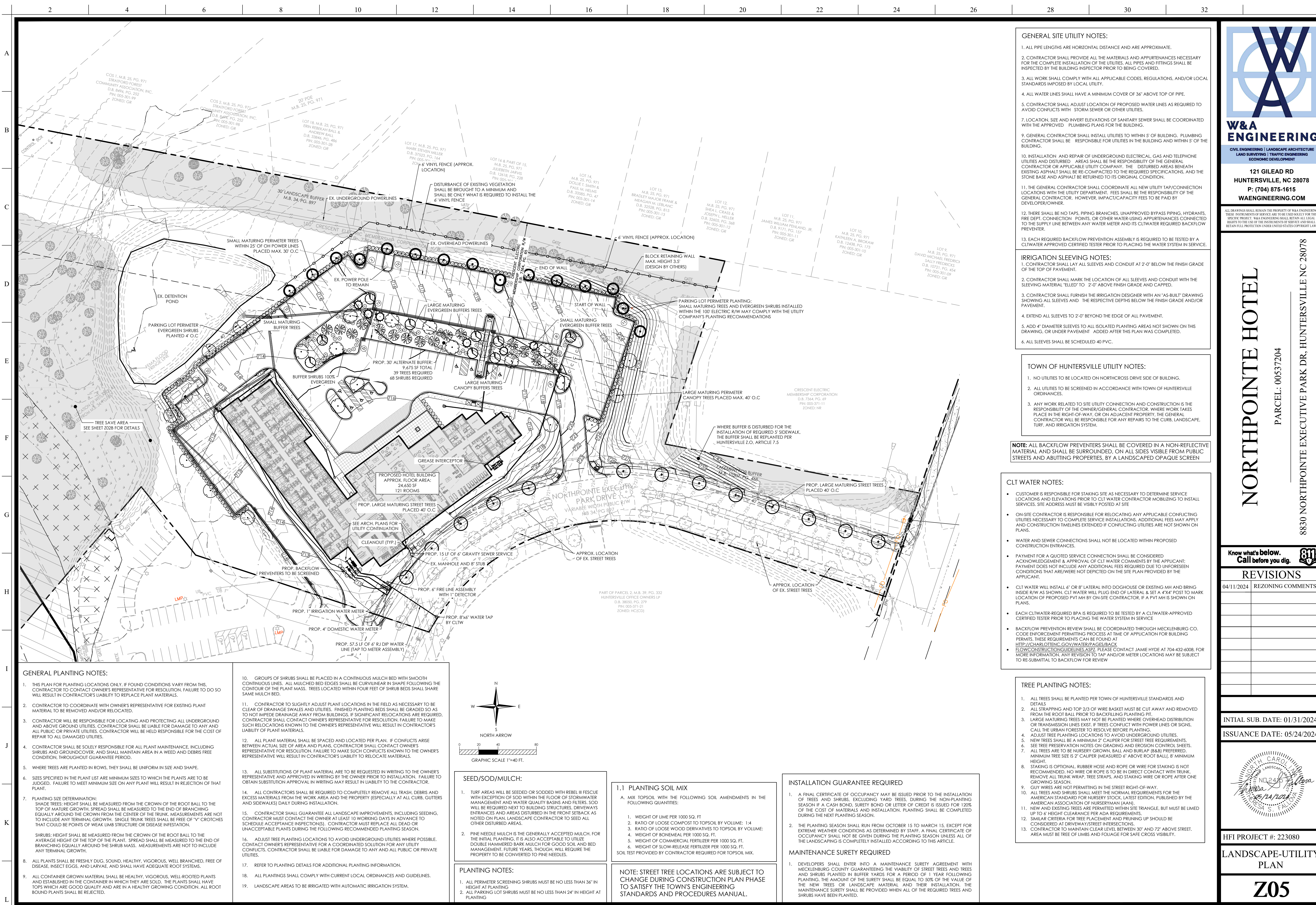
[illegible]

ISSUANCE DATE: 05/24/2024



Z04

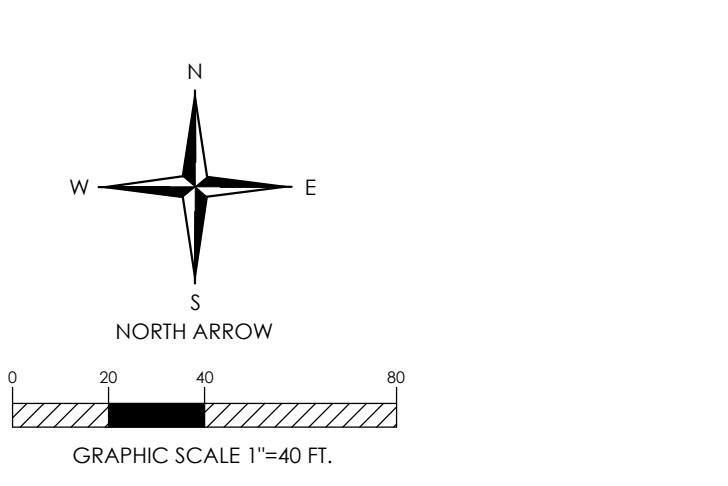
NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477



GENERAL PLANTING NOTES:

- THIS PLAN FOR PLANTING LOCATIONS ONLY. IF FOUND CONDITIONS VARY FROM THIS, CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO DO SO WILL RESULT IN CONTRACTOR'S LIABILITY TO REPLACE PLANT MATERIALS.
- CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE FOR EXISTING PLANT MATERIAL TO BE REMOVED AND/OR RELOCATED.
- CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE COST OF REPAIR TO ALL DAMAGED UTILITIES.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL PLANT MAINTENANCE, INCLUDING SHRUBS AND GROUND COVER, AND SHALL MAINTAIN AREA IN A WEED AND DEBRIS FREE CONDITION, THROUGHOUT GUARANTEE PERIOD.
- WHERE TREES ARE PLANTED IN ROWS, THEY SHALL BE UNIFORM IN SIZE AND SHAPE.
- SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE JUDGED. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
- PLANTING SIZE DETERMINATION:
SHADE TREES: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE TOP OF MATURE GROWTH. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "V" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.
SHRUBS: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH.
- ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED, FREE OF DISEASE, INSECT EGGS, AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS.
- ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TORS WHICH ARE GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION. ALL ROOT BOUND PLANTS SHALL BE REJECTED.

- GROUPS OF SHRUBS SHALL BE PLACED IN A CONTINUOUS MULCH BED WITH SMOOTH CONTINUOUS LINES. ALL MULCHED BED EDGES SHALL BE CURVILINEAR IN SHAPE FOLLOWING THE CONTOUR OF THE PLANT MASS. TREES LOCATED WITHIN FOUR FEET OF SHRUB BEDS SHALL SHARE SAME MULCH BED.
- CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO BE CLEAR OF DRAINAGE SWALES AND UTILITIES. FINISHED PLANTING BEDS SHALL BE GRADED SO AS TO NOT IMPERE DRAINAGE AWAY FROM BUILDINGS. IF SIGNIFICANT RELOCATIONS ARE REQUIRED, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH RELOCATIONS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY OF PLANT MATERIALS.
- ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN. IF CONFLICTS ARISE BETWEEN ACTUAL SIZE OF AREA AND PLANS, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
- ALL SUBSTITUTIONS OF PLANT MATERIAL ARE TO BE REQUESTED IN WRITING TO THE OWNER'S REPRESENTATIVE AND APPROVED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. FAILURE TO OBTAIN SUBSTITUTION APPROVAL IN WRITING MAY RESULT IN LIABILITY TO THE CONTRACTOR.
- ALL CONTRACTORS SHALL BE REQUIRED TO COMPLETELY REMOVE ALL TRASH, DEBRIS AND EXCESS MATERIALS FROM THE WORK AREA AND THE PROPERTY (ESPECIALLY AT ALL CURB, GUTTERS AND SIDEWALKS) DAILY DURING INSTALLATION.
- CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE IMPROVEMENTS, INCLUDING SEEDING. CONTRACTOR MUST CONTACT THE OWNER AT LEAST 10 WORKING DAYS IN ADVANCE TO SCHEDULE ACCEPTANCE INSPECTION(S). CONTRACTOR MUST REPLACE ALL DEAD OR UNACCEPTABLE PLANTS DURING THE FOLLOWING RECOMMENDED PLANTING SEASON.
- ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES WHERE POSSIBLE. CONFLICT OWNERS REPRESENTATIVE FOR A COORDINATED SOLUTION FOR ANY UTILITY CONFLICTS. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES.
- REFER TO PLANTING DETAILS FOR ADDITIONAL PLANTING INFORMATION.
- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES.
- LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM.



SEED/SOD/MULCH:

- TURF AREAS WILL BE SEEDED OR SODDED WITH REBEL II FESCUE WITH EXCEPTION OF SOD WITHIN THE FLOOR OF STORMWATER MANAGEMENT AND WATER QUALITY BASINS AND FILTERS. SOD WILL BE REQUIRED NEXT TO BUILDING STRUCTURES, DRIVEWAYS ENTRANCES AND AREAS DISTURBED IN THE FRONT SETBACK AS NOTED ON PLAN. LANDSCAPE CONTRACTOR TO SEED ALL OTHER DISTURBED AREAS.
- PINE NEEDLE MULCH IS THE GENERALLY ACCEPTED MULCH. FOR THE INITIAL PLANTING, IT IS ALSO ACCEPTABLE TO UTILIZE DOUBLE HAMMERED BARK MULCH FOR GOOD SOIL AND BED MANAGEMENT. FUTURE YEARS, THOUGH, WILL REQUIRE THE PROPERTY TO BE CONVERTED TO PINE NEEDLES.

PLANTING NOTES:

- ALL PERIMETER SCREENING SHRUBS MUST BE NO LESS THAN 36" IN HEIGHT AT PLANTING.
- ALL PARKING LOT SHRUBS MUST BE NO LESS THAN 24" IN HEIGHT AT PLANTING.

1.1 PLANTING SOIL MIX

A. MIX TOPSOIL WITH THE FOLLOWING SOIL AMENDMENTS IN THE FOLLOWING QUANTITIES:

- WEIGHT OF LIME PER 1000 SQ. FT.
- RATIO OF LOOSE COMPOST TO TOPSOIL BY VOLUME: 1:4
- RATIO OF LOOSE WOOD DERIVATIVES TO TOPSOIL BY VOLUME:
- WEIGHT OF BONE MEAL PER 1000 SQ. FT.
- WEIGHT OF COMMERCIAL FERTILIZER PER 1000 SQ. FT.
- WEIGHT OF SLOW-RELEASE FERTILIZER PER 1000 SQ. FT.

SOIL TEST PROVIDED BY CONTRACTOR REQUIRED FOR TOPSOIL MIX.

NOTE: STREET TREE LOCATIONS ARE SUBJECT TO CHANGE DURING CONSTRUCTION PLAN PHASE TO SATISFY THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL.

INSTALLATION GUARANTEE REQUIRED

- A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED PRIOR TO THE INSTALLATION OF TREES AND SHRUBS, EXCLUDING YARD TREES, DURING THE NON-PLANTING SEASON IF A CASH BOND, SURETY BOND OR LETTER OF CREDIT IS ISSUED FOR 120% OF THE COST OF MATERIALS AND INSTALLATION. PLANTING SHALL BE COMPLETED DURING THE NEXT PLANTING SEASON.
- THE PLANTING SEASON SHALL RUN FROM OCTOBER 15 TO MARCH 15, EXCEPT FOR EXTREME WEATHER CONDITIONS AS DETERMINED BY STAFF. A FINAL CERTIFICATE OF OCCUPANCY SHALL NOT BE GIVEN DURING THE PLANTING SEASON UNLESS ALL OF THE LANDSCAPING IS COMPLETELY INSTALLED ACCORDING TO THIS ARTICLE.

MAINTENANCE SURETY REQUIRED

- DEVELOPERS SHALL ENTER INTO A MAINTENANCE SURETY AGREEMENT WITH MECKLENBURG COUNTY GUARANTEEING THE VIABILITY OF STREET TREES AND TREES AND SHRUBS PLANTED IN BUFFER YARDS FOR A PERIOD OF 1 YEAR FOLLOWING PLANTING. THE AMOUNT OF THE SURETY SHALL BE EQUAL TO 50% OF THE VALUE OF THE NEW TREES OR LANDSCAPE MATERIAL AND THEIR INSTALLATION. THE MAINTENANCE SURETY SHALL BE PROVIDED WHEN ALL OF THE REQUIRED TREES AND SHRUBS HAVE BEEN PLANTED.

GENERAL SITE UTILITY NOTES:

- ALL PIPE LENGTHS ARE HORIZONTAL DISTANCE AND ARE APPROXIMATE.
- CONTRACTOR SHALL PROVIDE ALL THE MATERIALS AND APPURTENANCES NECESSARY FOR THE COMPLETE INSTALLATION OF THE UTILITIES. ALL PIPES AND FITTINGS SHALL BE INSPECTED BY THE BUILDING INSPECTOR PRIOR TO BEING COVERED.
- ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODES, REGULATIONS, AND/OR LOCAL STANDARDS IMPOSED BY LOCAL UTILITY.
- ALL WATER LINES SHALL HAVE A MINIMUM COVER OF 36" ABOVE TOP OF PIPE.
- CONTRACTOR SHALL ADJUST LOCATION OF PROPOSED WATER LINES AS REQUIRED TO AVOID CONFLICTS WITH STORM SEWER OR OTHER UTILITIES.
- LOCATION, SIZE AND INVERT ELEVATIONS OF SANITARY SEWER SHALL BE COORDINATED WITH THE APPROVED PLUMBING PLANS FOR THE BUILDING.
- GENERAL CONTRACTOR SHALL INSTALL UTILITIES TO WITHIN 5' OF BUILDING. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITIES IN THE BUILDING AND WITHIN 5' OF THE BUILDING.
- INSTALLATION AND REPAIR OF UNDERGROUND ELECTRICAL, GAS AND TELEPHONE UTILITIES AND DISTURBED AREAS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR OR APPLICABLE UTILITY COMPANY. THE DISTURBED AREAS BENEATH EXISTING ASPHALT SHALL BE RE-COMPACTED TO THE REQUIRED SPECIFICATIONS, AND THE STONE BASE AND ASPHALT BE RETURNED TO ITS ORIGINAL CONDITION.
- THE GENERAL CONTRACTOR SHALL COORDINATE ALL NEW UTILITY TAP/CONNECTION LOCATIONS WITH THE UTILITY DEPARTMENT. FEES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. HOWEVER, IMPACT/CAPACITY FEES TO BE PAID BY DEVELOPER/OWNER.
- THERE SHALL BE NO TAPS, PIPING BRANCHES, UNAPPROVED BYPASS PIPING, HYDRANTS, FIRE DEPT. CONNECTION POINTS, OR OTHER WATER-USING APPURTENANCES CONNECTED TO THE SUPPLY LINE BETWEEN ANY WATER METER AND ITS CLT WATER REQUIRED BACKFLOW PREVENTER.
- EACH REQUIRED BACKFLOW PREVENTION ASSEMBLY IS REQUIRED TO BE TESTED BY A CLT WATER APPROVED CERTIFIED TESTER PRIOR TO PLACING THE WATER SYSTEM IN SERVICE.

IRRIGATION SLEEVING NOTES:

- CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISH GRADE OF THE TOP OF PAVEMENT.
- CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELDED" TO 2'-0" ABOVE FINISH GRADE AND CAPPED.
- CONTRACTOR SHALL FURNISH THE IRRIGATION DESIGNER WITH AN "AS-BUILT" DRAWING SHOWING ALL SLEEVES AND THE RESPECTIVE DEPTHS BELOW THE FINISH GRADE AND/OR PAVEMENT.
- EXTEND ALL SLEEVES TO 2'-0" BEYOND THE EDGE OF ALL PAVEMENT.
- ADD 4" DIAMETER SLEEVES TO ALL ISOLATED PLANTING AREAS NOT SHOWN ON THIS DRAWING, OR UNDER PAVEMENT ADDED AFTER THIS PLAN WAS COMPLETED.
- ALL SLEEVES SHALL BE SCHEDULED 40 PVC.

TOWN OF HUNTERSVILLE UTILITY NOTES:

- NO UTILITIES TO BE LOCATED ON NORTHCROSS DRIVE SIDE OF BUILDING.
- ALL UTILITIES TO BE SCREENED IN ACCORDANCE WITH TOWN OF HUNTERSVILLE ORDINANCES.
- ANY WORK RELATED TO SITE UTILITY CONNECTION AND CONSTRUCTION IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR, WHERE WORK TAKES PLACE IN THE RIGHT-OF-WAY, OR ON ADJACENT PROPERTY, THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR ANY REPAIRS TO THE CURB, LANDSCAPE, TURF, AND IRRIGATION SYSTEM.

NOTE: ALL BACKFLOW PREVENTERS SHALL BE COVERED IN A NON-REFLECTIVE MATERIAL AND SHALL BE SURROUNDED, ON ALL SIDES VISIBLE FROM PUBLIC STREETS AND ABUTTING PROPERTIES, BY A LANDSCAPED OPAQUE SCREEN

CLT WATER NOTES:

- CUSTOMER IS RESPONSIBLE FOR STAKING SITE AS NECESSARY TO DETERMINE SERVICE LOCATIONS AND ELEVATIONS PRIOR TO CLT WATER CONTRACTOR MOBILIZING TO INSTALL SERVICES. SITE ADDRESS MUST BE VISIBLY POSTED AT SITE.
- ON-SITE CONTRACTOR IS RESPONSIBLE FOR RELOCATING ANY APPLICABLE CONFLICTING UTILITIES NECESSARY TO COMPLETE SERVICE INSTALLATIONS. ADDITIONAL FEES MAY APPLY AND CONSTRUCTION TIMELINES EXTENDED IF CONFLICTING UTILITIES ARE NOT SHOWN ON PLANS.
- WATER AND SEWER CONNECTIONS SHALL NOT BE LOCATED WITHIN PROPOSED CONSTRUCTION ENTRANCES.
- PAYMENT FOR A QUOTED SERVICE CONNECTION SHALL BE CONSIDERED ACKNOWLEDGEMENT & APPROVAL OF CLT WATER COMMENTS BY THE APPLICANT; PAYMENT DOES NOT INCLUDE ANY ADDITIONAL FEES REQUIRED DUE TO UNFORESEEN CONDITIONS THAT ARE/WERE NOT DEPICTED ON THE SITE PLAN PROVIDED BY THE APPLICANT.
- CLT WATER WILL INSTALL 6" OR 8" LATERAL INTO DOGHOUSE OR EXISTING MH AND BRING INSIDE R/W AS SHOWN. CLT WATER WILL PLUG END OF LATERAL & SET A 4'x4" POST TO MARK LOCATION OF PROPOSED PVT MH BY ON-SITE CONTRACTOR. IF A PVT MH IS SHOWN ON PLANS.
- EACH CLT WATER REQUIRED BPA IS REQUIRED TO BE TESTED BY A CLT WATER-APPROVED CERTIFIED TESTER PRIOR TO PLACING THE WATER SYSTEM IN SERVICE.
- BACKFLOW PREVENTION REVIEW SHALL BE COORDINATED THROUGH MECKLENBURG CO. CODE ENFORCEMENT PERMITTING PROCESS AT TIME OF APPLICATION FOR BUILDING PERMITS. THESE REQUIREMENTS CAN BE FOUND AT [HTTP://CHARLOTTENC.GOV/WATER/PAGES/BACKFLOWCONSTRUCTIONGUIDELINES.ASPX](http://charlottenc.gov/water/pages/backflowconstructionguidelines.aspx). PLEASE CONTACT JAMIE HYDE AT 704-432-6008. FOR MORE INFORMATION. ANY REVISION TO TAP AND/OR METER LOCATIONS MAY BE SUBJECT TO RE-SUBMITTAL TO BACKFLOW FOR REVIEW

TREE PLANTING NOTES:

- ALL TREES SHALL BE PLANTED PER TOWN OF HUNTERSVILLE STANDARDS AND DETAILS
- ALL STRAPPING AND TOP 2/3 OF WIRE BASKET MUST BE CUT AWAY AND REMOVED FROM THE ROOT BALL PRIOR TO BACKFILLING PLANTING PIT.
- LARGE MATURING TREES MAY NOT BE PLANTED WHERE OVERHEAD DISTRIBUTION OR TRANSMISSION LINES EXIST. IF TREES CONFLICT WITH POWER LINES OR SIGNS, CALL THE URBAN FORESTER TO RESOLVE BEFORE PLANTING.
- ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES.
- NEW TREES SHALL BE A MINIMUM 2" CALIPER FOR STREET TREE REQUIREMENTS.
- SEE TREE PRESERVATION NOTES ON GRADING AND EROSION CONTROL SHEETS.
- ALL TREES ARE TO BE NURSERY GROWN, BALL AND BURLAP (B&B) PREFERRED. MINIMUM TREE SIZE IS 2" CALIPER (MEASURED 6" ABOVE ROOT BALL), 8" MINIMUM HEIGHT.
- STAKING IS OPTIONAL. RUBBER HOSE AND ROPE OR WIRE FOR STAKING IS NOT RECOMMENDED. NO WIRE OR ROPE IS TO BE IN DIRECT CONTACT WITH TRUNK. REMOVE ALL TRUNK WRAP, TREE STRAPS, AND STAKING WIRE OR ROPE AFTER ONE GROWING SEASON.
- GUY WIRES ARE NOT PERMITTING IN THE STREET RIGHT-OF-WAY.
- ALL TREES AND SHRUBS SHALL MEET THE NORMAL REQUIREMENTS FOR THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN).
- NEW AND EXISTING TREES ARE PERMITTED WITHIN SITE TRIANGLE, BUT MUST BE LINED UP TO A HEIGHT CLEARANCE PER ADA REQUIREMENTS.
- SIMILAR CRITERIA FOR TREE PLACEMENT AND PRUNING UP SHOULD BE CONSIDERED AT DRIVEWAY/STREET INTERSECTIONS.
- CONTRACTOR TO MAINTAIN CLEAR LEVEL BETWEEN 30" AND 72" ABOVE STREET. AREA MUST BE TREE OF LIMBS AND FOLIAGE FOR SAFE CROSS VISIBILITY.



**W&A
ENGINEERING**

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED ONLY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

NORTHPOINTE HOTEL

PARCEL: 00557204

8830 NORTHPOINTE EXECUTIVE PARK DR, HUNTERSVILLE NC 28078

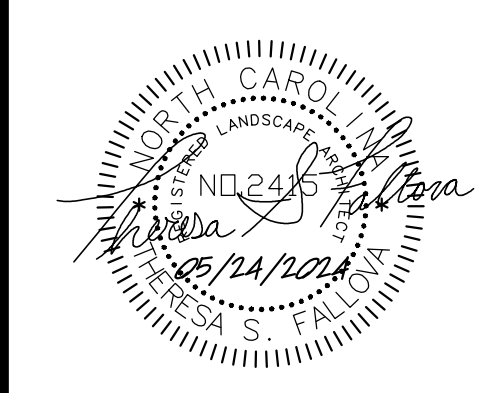
Know what's below.
Call before you dig.

REVISIONS

04/11/2024	REZONING COMMENTS

INITIAL SUB. DATE: 01/31/2024

ISSUANCE DATE: 05/24/2024

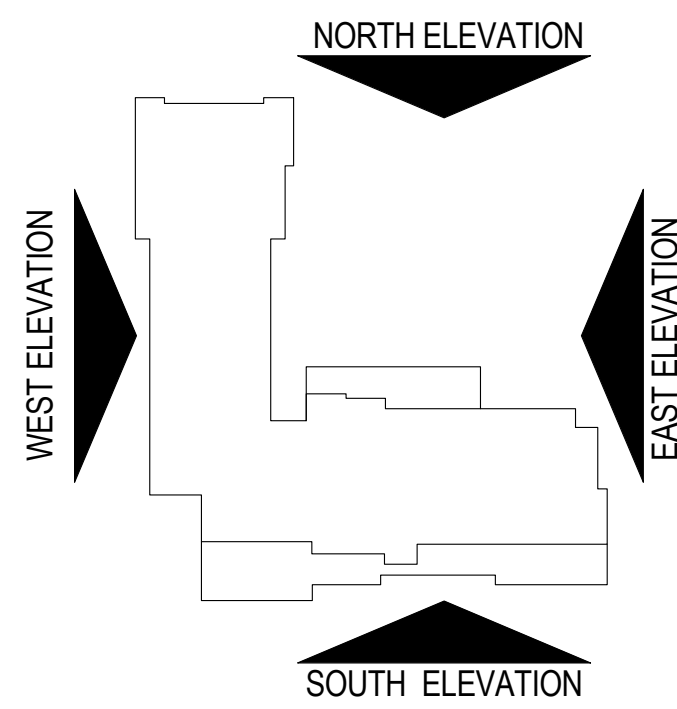


HFI PROJECT #: 223080

**LANDSCAPE-UTILITY
PLAN**

Z05

ALL DESIGNS, DRAWINGS AND SPECIFICATIONS DEPICTED ON THIS SHEET ARE THE PROPERTY OF RIV ARCHITECTURE P.A. ANY UNAUTHORIZED USE OR REPRODUCTION IS SUBJECT TO LEGAL PROSECUTION. POSSESSION IN ANY FORM CONSTITUTES ACCEPTANCE OF THESE CONDITIONS. COPYRIGHT 2020

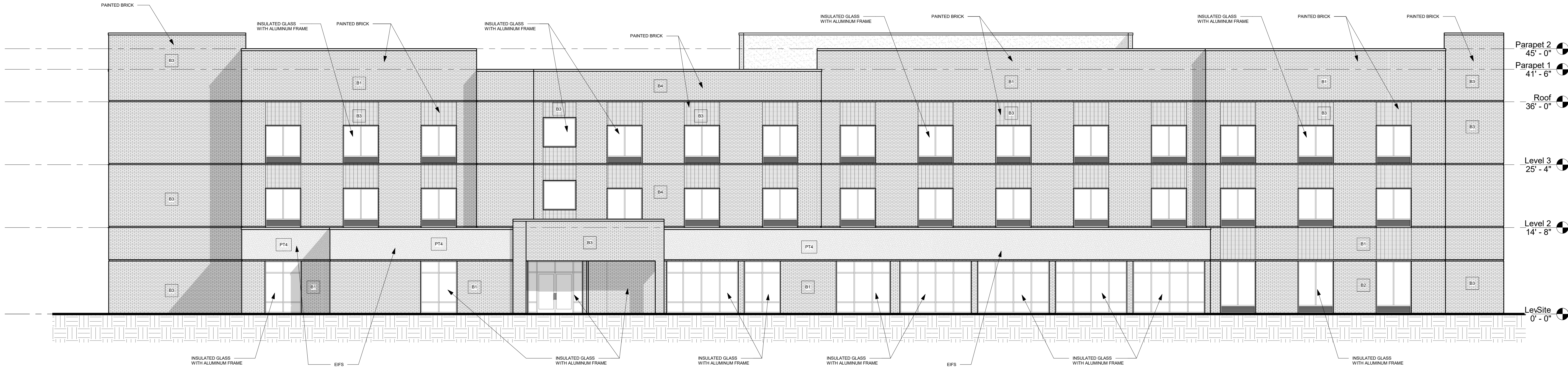


- MATERIAL LEGEND**
- PT1 - EIFS - SW7071 GRAY SCREEN
 - PT2 - EIFS - SW7655 STAMPED CONCRETE
 - PT3 - EIFS - SW7069 IRON ORE
 - PT4 - EIFS - SW7666 FLEUR DE SEL
 - B1 - BRICK - SW7071 GRAY SCREEN
 - B2 - BRICK - SW7655 STAMPED CONCRETE
 - B3 - BRICK - SW7069 IRON ORE
 - B4 - BRICK - SW7666 FLEUR DE SEL

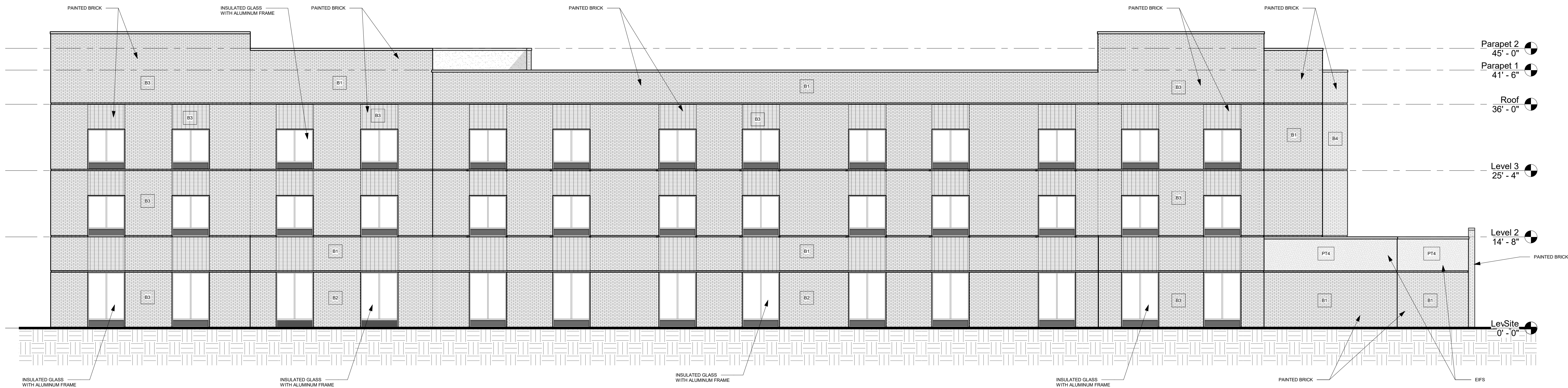
Project
Proposed Hotel
Northpointe Executive
Park Road Huntersville,
NC 28078

Owner
Hotel Ventures of Lake
Norman Inc.

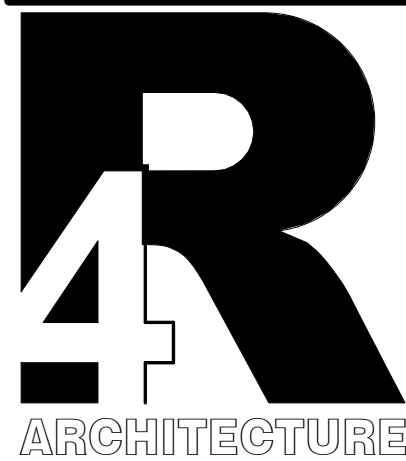
01/16/24



1 South Elevation
Scale: 1/8" = 1'-0"



2 West Elevation
Scale: 1/8" = 1'-0"



7752 Gateway Lane
Suite 204
Concord, NC 28027
Tel: 704-688-7500

513A Savannah Hwy.
Charleston, SC 29407
Tel: 843-531-6848

www.R4architecture.com

Revision Date

Drawn By MAR
Checked By MJR
Issue Date 5-23-2024
Project No 230695

Sheet Title
EXTERIOR ELEVATIONS

Sheet Number

A-201



ARCHITECTURE, P.A.







Town Engineering Rezoning Comment Summary
R24-01 Northpointe Hotel (CSP-5000008)
8830 Northpointe Executive Park Drive (PID 00537204)
Huntersville, NC 28078

General Project Information

The proposed rezoning is located on the northern portion of Northpointe Executive Park Drive and consists of a proposed hotel facility. A driveway on Northpoint Executive Park Drive is proposed.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

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

Transportation and Stormwater:

- 2) This project is compliant with the Post-Construction Stormwater Ordinance. The development utilizes a regional stormwater pond located on the subject parcel. Verification that the regional pond still has capacity for the proposed development would be required with preliminary plans. Some minor maintenance may be needed at the pond if it has reduced capacity.
- ~~3) The rezoning plans, dated 4/11/2024, show a portion of Northpointe Executive Park Drive remaining on a private parcel (PID 00537121). The portion of Northpointe Executive Park Drive shown to be within the proposed public right of way (ROW) does not have adequate turnaround typically required of Town maintained roads.~~
- ~~4) The existing roadway should be brought to Town standards by making improvements noted by Town Staff prior to acceptance of public road maintenance. The proposed rezoning plan, dated 4/11/2024, has noted this in note 2.A on sheet Z03.~~
- 5) The following note has been included on the proposed rezoning plan dated 5.24.2024, this note adequately addresses the concerns listed previously in items 3 and 4.
 - a. "Prior to issuance of a certificate of occupancy for the site, the entire Northpointe Executive Park Drive will be brought into compliance with applicable Town of Huntersville Engineering standards and dedicated to the Town of Huntersville."

COMMUNITY MEETING REPORT FOR MEETING HELD MARCH 6, 2024

APPLICANT: HOTEL VENTURES OF LAKE NORMAN, INC.

REZONING APPLICATION NO. R24-01

This Community Meeting Report is being filed with the Town of Huntersville Planning Department pursuant to Article 11.4 of the Huntersville Zoning Ordinance.

PERSONS AND ORGANIZATIONS CONTACTED AND MANNER AND DATE OF CONTACT:

A representative of the Applicant mailed a written notice of the date, time and location of the Community Meeting to the individuals and organizations set out on Exhibit A attached hereto by certified mail on February 21, 2024. A copy of the written notice is attached hereto as Exhibit B.

DATE, TIME AND LOCATION OF MEETING:

The Community Meeting was held on Wednesday, March 6, 2024 at 6:00 PM at Springhill Suites, 13610 Reese Blvd W, Huntersville, NC 28078.

ROSTER OF PERSONS IN ATTENDANCE AT THE MEETING (see attached copy of sign-in sheet):

The Community Meeting was attended by the persons identified on the sign-in sheet attached hereto as Exhibit C. The Applicant, Hotel Ventures of Lake Norman, Inc., was represented at the Community Meeting by the following persons and firms:

1. Hitesh Patel – Hotel Ventures of Lake Norman, Inc.
2. Rakesh Patel – Hotel Ventures of Lake Norman, Inc.
3. Lori Allen – Hotel Ventures of Lake Norman, Inc.
4. R. Susanne Todd – Johnston Allison & Hord, P.A.
5. Mathias A. Young – Johnston Allison & Hord, P.A.
6. Tess Fallova – W&A Engineering

MATERIALS PRESENTED AT THE MEETING:

The following materials, printed on 24"x36" foam board, were presented at the meeting:

1. Site Plan and Cross-Section
2. Site Elevations
3. Aerial Vicinity Map with Site location marked

Copies of the above materials are attached hereto as Exhibit D.

SUMMARY OF ISSUES DISCUSSED AT THE MEETING:

Concerns stated by participants:

1. Traffic:

- a. Concern was raised that the proposed hotel will increase the amount of traffic flowing onto Northcross Drive, and that the concurrent plan by the Town to add roundabouts and connect Northcross Drive will result in traffic backing up and making it difficult for residents of the adjacent subdivision to turn onto Northcross.
 - i. The Applicant responded that the proposed hotel use does not generate a sufficient number of vehicle trips to require a traffic impact analysis, and that conditions on zoning can only address impacts that the proposed development would generate.
- b. Concern was raised that the proposed hotel will result in guests coming and going at all hours of the day and night, whereas an office use would create consistent traffic patterns.
 - i. The Applicant responded that although guests at hotels do check in and out at different times throughout the day, this pattern creates less traffic during peak traffic times (i.e. rush hour) than an office use.

2. Buffers:

- a. Concern was raised that the existing vegetation in the utility easement area was thinning and primarily deciduous.
 - i. The Applicant responded that the site plan shows additional vegetation to be planted around the perimeter of the parking lot, as well as a thirty foot buffer interior to the parking lot.
- b. Concern was raised that the proposed buffer interior to the parking lot is not composed of enough evergreen trees, providing insufficient screening in the winter time.
 - i. The Applicant responded that the town has certain requirements for the mix of vegetation planted in a buffer, but will look into whether it could adjust the plantings to provide additional screening.

3. Separation from residential uses:

- a. Concern was raised that the proposed hotel and parking lot is too close to the residential subdivision.
 - i. The Applicant responded that the hotel had initially been planned as far away from the subdivision as possible, but Town planning staff required the Applicant to move the hotel closer to accommodate a connection from the adjacent office parking lot. The Applicant further responded that despite moving closer, the proposed hotel is still more than 200 feet from the nearest residential property line.

4. Wisdom/feasibility of another hotel:

- a. Concern was raised that Huntersville already has enough hotels, and that nobody traveled to Huntersville for business so a hotel focused on corporate travelers would be a bad idea.

- i. The Applicant responded that it has been in the hotel business for decades, and with a combination of experience and market research it believes that the proposed location will be successful. The Applicant further responded that the Marriott brand keeps a close watch on local markets, and would not have awarded an additional location to the Applicant if the brand did not believe the proposed hotel will succeed.

5. Light and noise:

- a. Concern was raised that cars coming and going in the parking lot during the night and parking lot lighting will cause light to shine into residential windows.
 - i. The Applicant responded that the combination of the interior buffer, perimeter plantings, a berm, and existing vegetation in the utility easement area will screen the proposed use. The Applicant further responded that parking lot lighting is required by ordinance to cast light down and onto the parking lot, not laterally.
- b. Concern was raised that there will be noise from guests coming and going during the night, corporate events, and parties in the parking lot of the hotel.
 - i. The Applicant responded that the proposed hotel does not have a ballroom or event space and therefore does not have the facilities to host corporate events. Furthermore, based on Applicant's experience, it does not believe guests will throw parties in the parking lot of the proposed hotel. The Applicant further responded that the separation between the proposed hotel and the adjacent subdivision would minimize any sounds.

6. Safety:

- a. Concern was raised that placing the hotel next to residential uses will draw crimes including prostitution and sex trafficking to the neighborhood.
 - i. The Applicant responded that the proposed hotel will not increase the amount of crime in the neighborhood or attract any particular kind of crime to the location.
- b. Concern was raised that the proposed hotel will encourage criminals to park in the hotel lot where they can then walk into the back yards of the adjacent subdivision and commit burglaries.
 - i. The Applicant responded that the proposed hotel will not increase the amount of crime in the neighborhood or attract any particular kind of crime to the location.
- c. Concern was raised that there is an increasing amount of crime in Birkdale Village, and that placing the hotel nearby will allow criminals to park at the hotel and walk across the footbridge to the shopping center.
 - i. The Applicant responded that the proposed hotel will not increase the amount of crime in the neighborhood or attract any particular kind of crime to the location.

7. Security:

- a. Concern was raised that hotel guests will be able to see into the rear windows and back yards of the adjacent subdivision.

- i. The Applicant responded that the proposed interior buffer should block any potential view from guest rooms to the subdivision, and that the distance and separation from the subdivision will further obscure any potential view.
 - b. Concern was raised that certain subdivision residents will not feel safe staying by themselves at night if the proposed hotel were developed.
 - i. The Applicant responded that it believed the proposed hotel will be safe and not cause any potential security concerns for neighbors in the adjacent subdivision.
 - c. Concern were raised about the hotel's potential effects on the safety of neighborhood children when they walk to Birkdale Village across the property.
 - i. The Applicant responded that it believed the proposed hotel will be safe and not cause any potential security concerns for neighbors in the adjacent subdivision.
8. Property values:
- a. Concern was raised that the proposed hotel will cause a negative impact on the property values of the adjacent subdivision, and that a number of residents have invested significant amounts of money into improving the appearance of their homes and that investment will be devalued by the hotel.
 - i. The Applicant responded that it understands the participants' concerns, but does not believe the proposed hotel will negatively impact property values.

Changes suggested by participants:

1. Install a fence or masonry wall near the property line with adjacent residential uses.
2. Install a signalized intersection on Northcross Drive to control traffic.
3. Reduce the amount of parking or re-configure the parking lot to increase separation between the hotel and adjacent residential subdivision.
4. Reduce the height of the hotel from four stories to three.
5. Make the buffer interior to the parking lot entirely evergreen trees and shrubs to ensure year-round screening.
6. Add additional plantings to the existing vegetation in the utility easement area to increase screening.
7. Move the hotel further into the business park by purchasing one of the office buildings, tearing it down, and building the hotel there.

Changes to the rezoning petition made by the Applicant as a result of the meeting:

1. Reduced the height of the hotel from four stories to three.
2. Proposed a six-foot tall vinyl fence along the interior edge of the existing vegetation within the utility easement.

Additional Asked Questions:

Q: Will headlights and parking lot lighting be coming into my windows at all hours of the night?

A: No, the interior area of the parking lot will be screened to prevent light. Additionally, the existing berm, vegetation, and perimeter parking lot vegetation will keep headlights from reaching windows. Exterior parking lot lighting must direct all of the light down and onto the lot, not laterally.

Q: Will there be noise at all hours from corporate events, parking lot parties, and the pool?

A: No. The proposed hotel does not have an event center, ballroom, or pool. The Applicant does not believe that people will stay at the hotel in order to host parties in the parking lot. In the unlikely event such a thing were to happen, hotel staff would be available to stop it.

Q: What is the need for another hotel? Can Huntersville support another hotel?

A: The Applicant has been in the hotel business for decades, and believes that sufficient demand exists for a hotel at the proposed location. Huntersville's hotels are running close to their maximum capacity, and an additional hotel would be viable. Additionally, the Marriott brand keeps close watch on local markets, and would not award an additional location if it did not believe sufficient demand existed.

Q: How much will the rooms cost?

A: Between 130 and 180 dollars per night.

Q: How many floors will the hotel have? How many rooms?

A: The proposed hotel will be four stories and have 132 rooms.

Q: Traffic on Northcross is already bad, won't the proposed hotel just make it worse?

A: While any use will increase the amount of traffic compared to the currently vacant lot, the proposed hotel will not cause a sufficient increase in traffic to require an impact analysis. Additionally, the typical traffic pattern for a hotel results in less rush-hour traffic than an office use.

Q: Will the hotel have security? What hours?

A: While the hotel will not have dedicated security, it will be staffed 24/7.

Q: Is there another viable location for the hotel that isn't adjacent to our subdivision? What about the other hotel that was supposed to go in on Northcross?

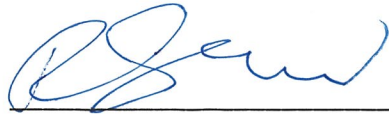
A: The Applicant has conducted a significant amount of market research and believes this location is well suited for the proposed hotel due to proximity to I-77 and location within an existing business park. The previously proposed hotel on Northcross Drive was approved, but will not be constructed due to a private deed restriction that limits the square foot size of the building.

- Q: Is the Town considering how badly other traffic improvement projects have been delayed when evaluating how the proposed hotel would impact traffic on Northcross?
- A: The Applicant does not know whether the Town is considering the delays to traffic improvement projects when it evaluates the proposed hotel. However, the Applicant is only required to mitigate those traffic impacts that result from the proposed hotel.
- Q: What are the next steps in the rezoning process? Is there a public hearing? When is it?
- A: After the community meeting, the Applicant will incorporate comments from participants and staff and re-submit plans to Town staff. The public hearing for this rezoning is tentatively scheduled for May 6, 2024. The Applicant will be hosting a second community meeting on March 20th and hopes to have a more definitive schedule at that time. However, dates are tentative and it is not uncommon for conditional rezonings to slip by one or more months. For this reason, participants were encouraged to check the Town of Huntersville's Planning Department website for the most up to date schedule.

Respectfully submitted, this the 11th day of April, 2024.

JOHNSTON, ALLISON & HORD, P.A.

By:



Susanne Todd

cc: Town of Huntersville Planning Department – Jesse James

Community Meeting Notices

Project Name	Northpointe Hotel
--------------	-------------------

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

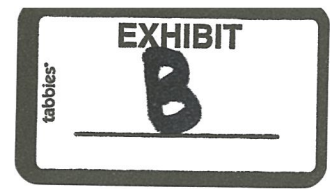
The following persons and organizations were sent notices of the community meeting (first and last name or business name only):

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
LANDINGS APARTMENTS LLC THE,	00505209	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
IC2 LP, C/O REALTY INCOME CORPORA	00537151	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
CITY OF CHARLOTTE,	00505202	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
COOLEY, THOMAS COOLEY, MORGAN	00530408	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
MOXEY, PATRICIO ANDRES	00530410	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
SMITH, DOLLIE T HELMS, PAUL M	00530114	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
DIEHL, SHARON DIEHL, JOHN JR	00530409	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
CRASS, SHEA L HELLER, JOSEPH L	00530112	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
VK, BRADLEY MAJOR LEBLANC, MEAGA	00530113	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
RFELT, JEREMY F OVERFELT, STACIE BE	00530407	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
LUSK, STEPHEN C LUSK, NANCY S	00530121	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
PENLAND, JAMES WILLIAM JR	00530111	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BORGES, LUIS JR BORGES, DIANA R	00530120	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
JARVIS, JULIEBETH	00530116	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
FIENO, GERRI S FIENO, ROBERT J	00530104	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BAILEY, WILLIAM J STEPHANIE J BAILY,	00530106	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BENTON, KATE BENTON, SEAN	00530115	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
SKYHAWK, DENNIS VAN SKYHAWK, MA	00530101	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BALL, ANDREW BALL, ERIN REBEKAH	00530118	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BEASON, JAMIE N BEASON, DANIEL L	00530411	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
ONEY, ELIZABETH C SISKOWSKI, MICHA	00530103	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
ARENA, JULIAN L ARENA, PAUL J	00530102	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
RICKS, SALLY C FREDRICKS, DAVID MIC	00530109	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
AYLOR, B FORREST TAYLOR, FLORENCE	00530108	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))



MARTIN, PATRICIA MARTIN, WILLIAM	00530105	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
PIERCY, MORGAN H	00530122	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
ERMAN, KATHLEEN LANGERMAN, JERE	00530119	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
MILLER, MARK STEVEN	00530117	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BROKAW, KATHLEEN A	00530110	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
RESCENT ELECTRIC, MEMBERSHIP CORP	00537111	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
STATE /FINANCE DEPT, MECKLENBURG	00537162	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
COOKE FARMS INC,	00537103	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
ORD FOREST COMMUNITY, ASSOCIATION	00530198	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom
ORD FOREST COMMUNITY, ASSOCIATION	00530199	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom
ORD FOREST COMMUNITY, ASSOCIATION	00530499	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom
BIRKDALE VILLAGE, PROPERTY OWNER	00537199	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom
The Greens at Birkdale HOA	00943498	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom
Stratford Forest HOA	00530298	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom

INVITATION TO INTERESTED PARTIES
OF COMMUNITY MEETING



Subject: Application for Conditional Rezoning from HC(CD) to HC(CD) filed by Hotel Ventures of Lake Norman, Inc. to construct a hotel on +/- 10.328 acres of land located at 8830 Northpointe Executive Park Drive, Huntersville, Mecklenburg County, NC bearing Parcel ID No. 005-372-04 (the "Site").

Date and Time of Meeting: **Wednesday, March 6 from 6PM to 8PM**

Place of Meeting: Springhill Suites
13610 Reese Blvd W
Huntersville, NC 28078

Applicant: Hotel Ventures of Lake Norman, Inc.

Property Owner: Huntersville Office Owners LP

Application No.: R-24-01

Dear Neighbor:

We are assisting Hotel Ventures of Lake Norman, Inc. ("Hotel Ventures") in the Conditional Rezoning of the Site for proposed development as a 4-story, 132-room dual-branded TownePlace Suites and Fairfield Inn & Suites hotel by Marriott. The Site will be developed in accordance with the exacting standards of hotels within the Marriott collection. An exhibit that shows the Site is attached for your reference.

A Community Meeting is required as part of the Conditional Rezoning process. The Community Meeting is intended to assist with the exchange of information and dialogue related to the Conditional Rezoning. Accordingly, on Hotel Ventures' behalf, we invite you to drop in on the date and during the hours set forth above to learn how Hotel Ventures plans to use the Site, review the Site Plan, and meet with Hotel Ventures representatives to answer questions and provide feedback on the proposed hotel.

Hotel Ventures' representatives look forward to meeting you and to answering any questions you may have with respect to this Conditional Rezoning. For more information about the Conditional Rezoning process, and to learn more about this Conditional Rezoning, please visit the Town of Huntersville Planning Department's website at www.huntersville.org/planning.

If you are unable to attend the Community Meeting as scheduled, or otherwise have any questions or comments about this matter, please feel free to call Susanne Todd at 704-998-2306.

cc: Jesse James, Principal Planner (via email)

Date Mailed: February 21, 2024.



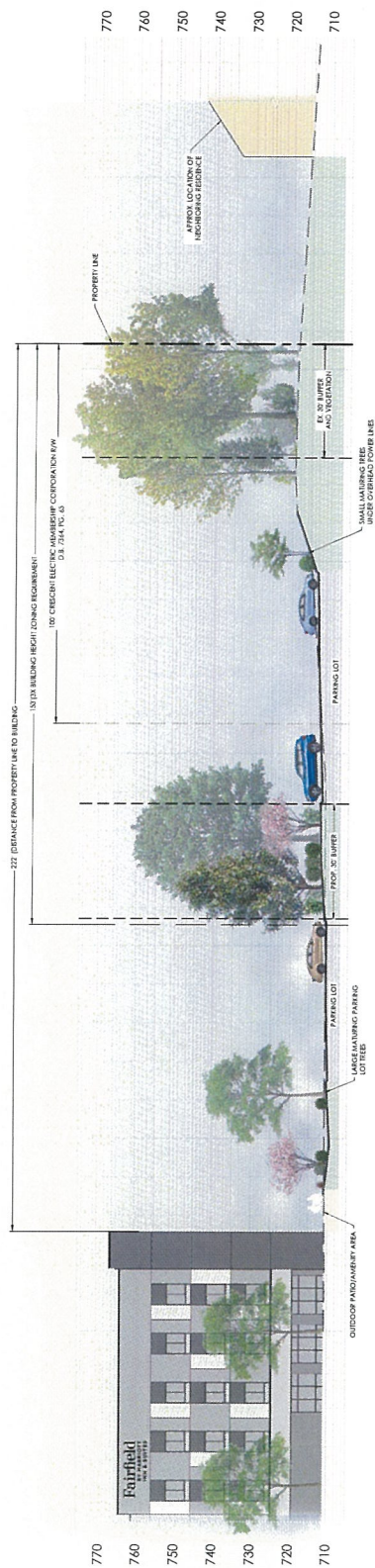
Community Meeting Attendance Log

Project Name:	Northpointe Hotel - R24-01
Location of Meeting:	13610 Reese Blvd W, Huntersville, NC
Date:	3/6/2024
Time:	6:00

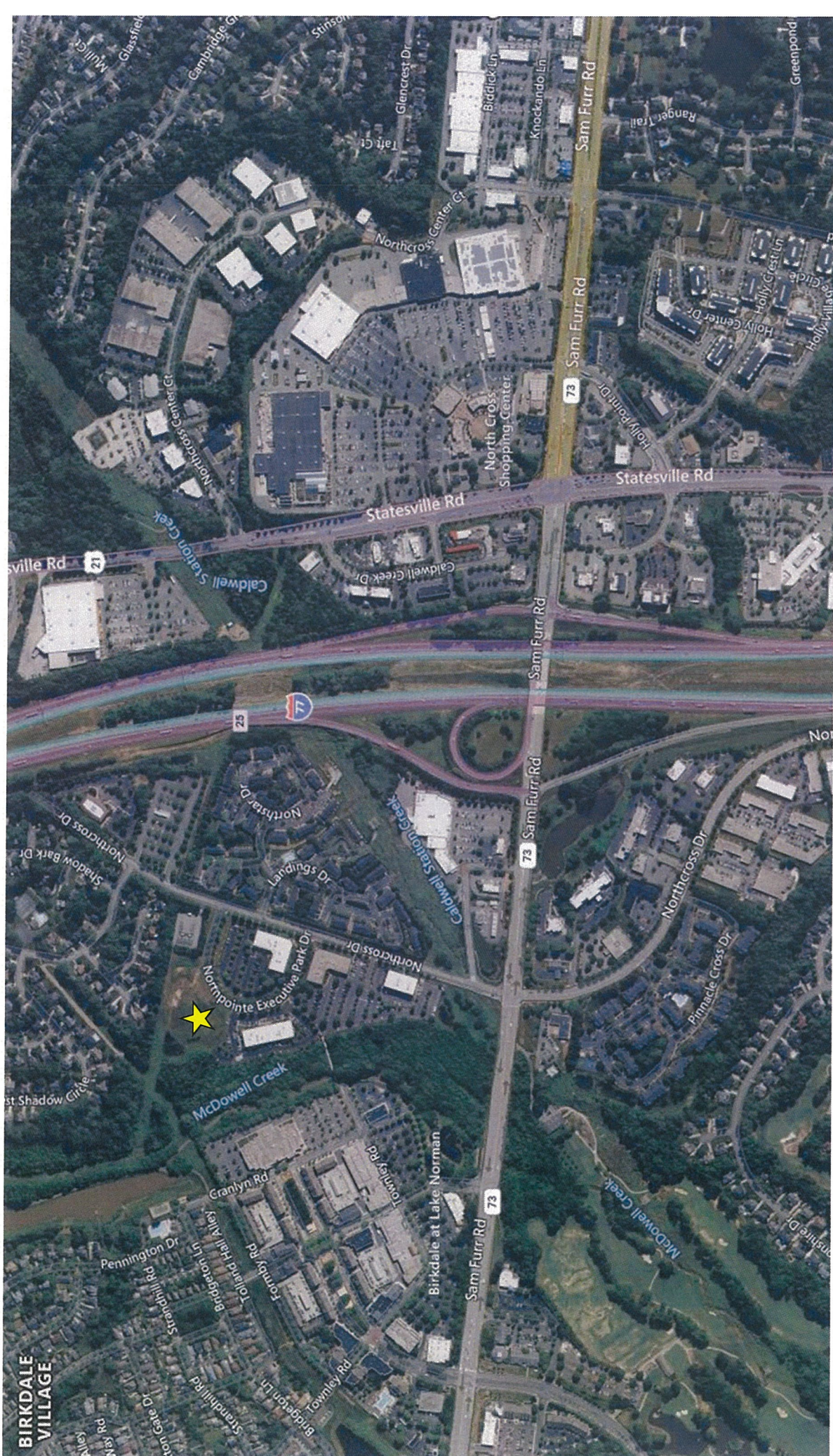
Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

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

1	Luis Borges	26	Berry Pinneke
2	Robert Fieno	27	Billy Store
3	John Dunne	28	Kathleen Langeman
4	Mike Siskowski	29	Juliebeth Jarvis
5	Sally Fredericks	30	Kara Matusko
6	Tracy Neal	31	Wasim Al-Abed
7	Melody Smith	32	
8	Darrn Lyon	33	
9	Emily Lyon	34	
10	Ed Spanski	35	
11	Tommy Mann	36	
12	Marissa Wingate	37	
13	Leo Anderson	38	
14	John Diehl	39	
15	Morgan Cooley	40	
16	Alisia Bergsman	41	
17	Dan Elsass	42	
18	Pam Elsass	43	
19	Daniel Beason	44	
20	Jamie Beason	45	
21	Jesse James	46	
22	Jonathan Furches	47	
23	Scott Harris	48	
24	Lee Hallman	49	
25	Amy Hallman	50	







COMMUNITY MEETING REPORT FOR MEETING HELD MARCH 20, 2024
APPLICANT: HOTEL VENTURES OF LAKE NORMAN, INC.
REZONING APPLICATION NO. R24-01

This Community Meeting Report is being filed with the Town of Huntersville Planning Department pursuant to Article 11.4 of the Huntersville Zoning Ordinance.

PERSONS AND ORGANIZATIONS CONTACTED AND MANNER AND DATE OF CONTACT:

A representative of the Applicant mailed a written notice of the date, time and location of the Community Meeting to the individuals and organizations set out on Exhibit A attached hereto by certified and regular mail on March 8, 2024. A copy of the written notice is attached hereto as Exhibit B.

DATE, TIME AND LOCATION OF MEETING:

The Community Meeting was held on Wednesday, March 20, 2024 at 6:00 PM at Springhill Suites, 13610 Reese Blvd W, Huntersville, NC 28078.

ROSTER OF PERSONS IN ATTENDANCE AT THE MEETING (see attached copy of sign-in sheet):

The Community Meeting was attended by the persons identified on the sign-in sheet attached hereto as Exhibit C. The Applicant, Hotel Ventures of Lake Norman, Inc., was represented at the Community Meeting by the following persons and firms:

1. Hitesh Patel – Hotel Ventures of Lake Norman, Inc.
2. Rakesh Patel – Hotel Ventures of Lake Norman, Inc.
3. R. Susanne Todd – Johnston Allison & Hord, P.A.
4. Mathias A. Young – Johnston Allison & Hord, P.A.
5. Tess Fallova – W&A Engineering

MATERIALS PRESENTED AT THE MEETING:

Ms. Todd presented a PowerPoint presentation at the Community Meeting, a copy of which is attached hereto as Exhibit D.

SUMMARY OF ISSUES DISCUSSED AT THE MEETING:

Questions regarding the proposed fence:

Q: Where does the fence start and stop?

A: The fence is proposed to begin at the substation and end at the edge of the parking lot.

Q: How tall is the proposed fence?

A: Six feet.

Q: Is the fence solid?

A: Yes, the fence will be opaque and have no gaps.

Q: Why is a vinyl fence proposed as opposed to masonry or wood?

A: Vinyl is proposed so that in the event the utility company needs access to the easement area, the fence can be moved and replaced easily. A masonry fence would require mobilization of a large amount of machinery and would probably necessitate the removal of a significant amount of the existing vegetation along the property line.

Q: Can the Applicant extend the length of the fence by 50 or 100 feet?

A: The Applicant is willing to look into extension of the fence, so long as it does not encroach into any required water quality or floodplain buffers.

Questions Regarding the Proposed Hotel:

Q: How tall will the light poles for the parking lot be?

A: Approximately 25 feet tall.

Q: What is the distance from the back of the parking lot to the nearest property line?

A: Approximately 60 feet.

Q: What is the difference between the two proposed brands for the hotel? (Fairfield Inn and Suites v. TownePlace Suites).

A: The primary difference between the two brands is the size of the rooms offered. Fairfield Inn caters primarily to business travelers who will only be staying for one or two nights, and the rooms are smaller. TownePlace Suites caters primarily to business travelers who may be in town for a conference or longer work stay, and therefore desire more space to spread out and work in their suites. Both brands only offer nightly rates, use the same hotel facilities, and have access to the same hotel amenities such as complimentary breakfast.

Q: Will there be security cameras in the parking lot? Where?

A: Yes, there will be security cameras in the parking lot. The cameras are typically placed to monitor the outside of the building and the parking lot.

Q: Would it be possible for the Applicant to place cameras capable of reading license plates at the entrance to the parking lot?

A: The Applicant will look into this possibility.

Q: Does the hotel have conference rooms or event space?

A: No, the hotel does not have a pool, ball room, or large conference rooms. There is a small board room proposed which seats approximately eight people. This

board room is typically used for morning meetings with corporate teams staying at the hotel.

Q: How will neighbors be able to deal with loud guests?

A: Neighbors will be able to call the hotel or police. The Applicant emphasized that if there were unruly guests at the hotel, the Applicant would not hesitate to call the police themselves. The Applicant explained that guests at the hotel expect to get a good night's sleep and not be disturbed, and unruly guests in the parking lot would impact the quality of other guests' stays.

Q: How long does the Applicant intend to hold on to the hotel? What kind of investment does the hotel require?

A: The Applicant explained that Marriott franchises are for a term of 20 years, with the franchise requirements calling for a complete renovation and refit of the hotel every 7 years. Given the significant investment required to construct the hotel, the Applicant intends to hold the property for as long as possible.

Q: Is there another location being considered for the hotel?

A: No.

Concerns raised by participants:

1. Concern was raised that nearby homeowners would not want to be able to see the parking lot of the hotel.
2. Concern was raised that there should be more vegetation planted in the utility easement area to discourage people from walking over to the neighborhood.
3. Concern was raised that the hotel would increase crime in the Stratford Forest neighborhood.
4. Concern was raised that construction of the Northcross Drive extension would interfere with construction of the hotel.
5. Concern was raised that the hotel would increase traffic.
6. Concern was raised about noise in the parking lot of the hotel.

Changes suggested by participants:

1. Add an additional 50 to 100 feet of fence along the parking lot to fully screen nearby residences from view.
2. Install security cameras capable of reading license plates at the entrances to the hotel parking lot.

Cooperative actions suggested by participants

1. After construction of the hotel, work with Stratford Forest to convince the Department of Transportation to install a noise barrier along Interstate 77 near the hotel and the neighborhood.

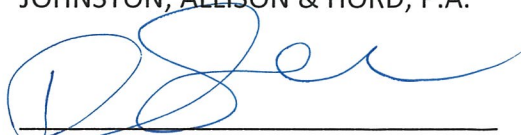
Changes to the rezoning petition made by the Applicant as a result of the meeting:

1. Extension of proposed fence along the boundary of the parking lot.

Respectfully submitted, this the 11 day of April, 2024.

JOHNSTON, ALLISON & HORD, P.A.

By:



Susanne Todd

cc: Town of Huntersville Planning Department – Jesse James

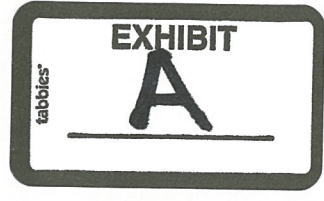
Community Meeting Notices

Project Name	Northpointe Hotel
--------------	-------------------

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

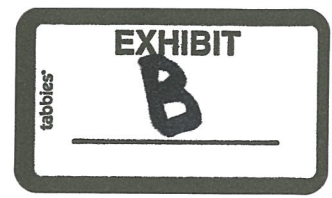
The following persons and organizations were sent notices of the community meeting (first and last name or business name only):

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
LANDINGS APARTMENTS LLC THE,	00505209	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
IC2 LP, C/O REALTY INCOME CORPORA	00537151	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
CITY OF CHARLOTTE,	00505202	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
COOLEY, THOMAS COOLEY, MORGAN	00530408	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
MOXEY, PATRICIO ANDRES	00530410	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
SMITH, DOLLIE T HELMS, PAUL M	00530114	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
DIEHL, SHARON DIEHL, JOHN JR	00530409	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
CRASS, SHEA L HELLER, JOSEPH L	00530112	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
IK, BRADLEY MAJOR LEBLANC, MEAGA	00530113	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
IRFELT, JEREMY F OVERFELT, STACIE BE	00530407	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
LUSK, STEPHEN C LUSK, NANCY S	00530121	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
PENLAND, JAMES WILLIAM JR	00530111	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
BORGES, LUIS JR BORGES, DIANA R	00530120	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
JARVIS, JULIEBETH	00530116	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
FIENO, GERRI S FIENO, ROBERT J	00530104	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
BAILEY, WILLIAM J STEPHANIE J BAILY,	00530106	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
BENTON, KATE BENTON, SEAN	00530115	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
SKYHAWK, DENNIS VAN SKYHAWK, MA	00530101	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
BALL, ANDREW BALL, ERIN REBEKAH	00530118	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
BEASON, JAMIE N BEASON, DANIEL L	00530411	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
ONEY, ELIZABETH C SISKOWSKI, MICHA	00530103	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
ARENA, JULIAN L ARENA, PAUL J	00530102	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
IRICKS, SALLY C FREDRICKS, DAVID MIC	00530109	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
AYLOR, B FORREST TAYLOR, FLORENCE	00530108	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))



MARTIN, PATRICIA MARTIN, WILLIAM	00530105	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
PIERCY, MORGAN H	00530122	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
ERMAN, KATHLEEN LANGERMAN, JERE	00530119	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
MILLER, MARK STEVEN	00530117	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
BROKAW, KATHLEEN A	00530110	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
RESCENT ELECTRIC, MEMBERSHIP CORP	00537111	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
STATE /FINANCE DEPT, MECKLENBURG	00537162	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
COOKE FARMS INC,	00537103	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
ORD FOREST COMMUNITY, ASSOCIATION	00530198	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
ORD FOREST COMMUNITY, ASSOCIATION	00530199	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
ORD FOREST COMMUNITY, ASSOCIATION	00530499	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
BIRKDALE VILLAGE, PROPERTY OWNER'S	00537199	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
The Greens at Birkdale HOA	00943498	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
Stratford Forest HOA	00530298	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
serve at Robbins Park Community Assoc	N/A	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
es at Birkdale Village Homeowners Assoc	19310216	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom

NOTICE TO INTERESTED PARTIES
OF OFFICIAL COMMUNITY MEETING



Subject: Application for Conditional Rezoning from HC(CD) to HC(CD) filed by Hotel Ventures of Lake Norman, Inc. to construct a hotel on +/- 10.328 acres of land located at 8830 Northpointe Executive Park Drive, Huntersville, Mecklenburg County, NC bearing Parcel ID No. 005-372-04 (the "Site").

Date and Time of Meeting: **Wednesday, March 20 from 6PM to 7PM**

Place of Meeting: Springhill Suites
13610 Reese Blvd W
Huntersville, NC 28078

Applicant: Hotel Ventures of Lake Norman, Inc.

Property Owner: Huntersville Office Owners LP

Application No.: R-24-01

Dear Neighbor:

We are assisting Hotel Ventures of Lake Norman, Inc. ("Hotel Ventures") in the Conditional Rezoning of the Site for proposed development as a 4-story, 132-room dual-branded TownePlace Suites and Fairfield Inn & Suites hotel by Marriott. The Site will be developed in accordance with the exacting standards of hotels within the Marriott collection. Hotel Ventures previously held a Community Meeting for this Conditional Rezoning on March 6, 2024.

The Community Meeting is intended to assist with the exchange of information and dialogue related to the Conditional Rezoning. A Community Meeting is required as part of the Conditional Rezoning process, but applicants may hold additional Community Meetings to solicit feedback from the community. Accordingly, on Hotel Ventures' behalf, we invite you to attend this Community Meeting on the date, time, and place set forth above.

Hotel Ventures' representatives look forward to sharing this Conditional Rezoning proposal with you and answering questions you may have. For more information about the Conditional Rezoning process, and to learn more about this Conditional Rezoning, please visit the Town of Huntersville Planning Department's website at www.huntersville.org/planning.

If you are unable to attend the Community Meeting as scheduled, or otherwise have any questions or comments about this matter, please feel free to call Susanne Todd at 704-998-2306.

cc: Jesse James, Principal Planner (via email)

Date Mailed: March 8, 2024.



Community Meeting Attendance Log

Project Name:	Northpointe Hotel
Location of Meeting:	13610 Resse Blvd W, Huntersville
Date:	3/20/2024
Time:	6:00 PM

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

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

1	John Diehl	26	
2	Sharon Diehl	27	
3	Daniel Elsass	28	
4	Pam Elsass	29	
5	Martha Jenkins	30	
6	Dave Fredericks	31	
7	Darren Lyon	32	
8	Emily Lyon	33	
9	Ed Spanski	34	
10	Juliebeth Jarvis	35	
11	Tommy Mann	36	
12	Jesse James	37	
13	Sean Benton	38	
14	Dan Beason	39	
15		40	
16		41	
17		42	
18		43	
19		44	
20		45	
21		46	
22		47	
23		48	
24		49	
25		50	

Northpointe Hotel Rezoning

(Rezoning # R24-01)

8830 Northpointe Executive Park Drive

Second Community Meeting

March 20, 2024



JOHN
AL

tabbles

EXHIBIT

D

Team Introductions

- ▶ Property Owners: Huntersville Office Owners LP
- ▶ Petitioner: Hotel Ventures of Lake Norman, Inc.
 - ▶ Hitesh Patel, Vice President
 - ▶ Rakesh Patel, Secretary
- ▶ Engineering: W&A Engineering
 - ▶ Tess Fallova, Project Manager
- ▶ Petitioner's Agent: Johnston, Allison & Hord, P.A.
 - ▶ Susanne Todd, Partner
 - ▶ Mathias Young, Attorney



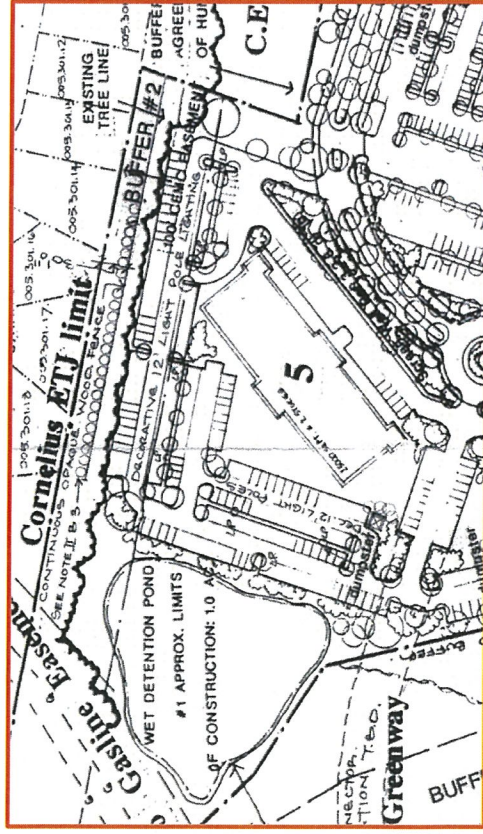
Meeting Agenda

- ▶ Introductions
- ▶ Property Location & History
- ▶ Elevations
- ▶ Site Plan & Separation
- ▶ Cross-Sections & Screening
- ▶ Existing & Proposed Site Plans
- ▶ Response to Community Feedback
- ▶ Anticipated Rezoning Schedule
- ▶ Questions & Discussion

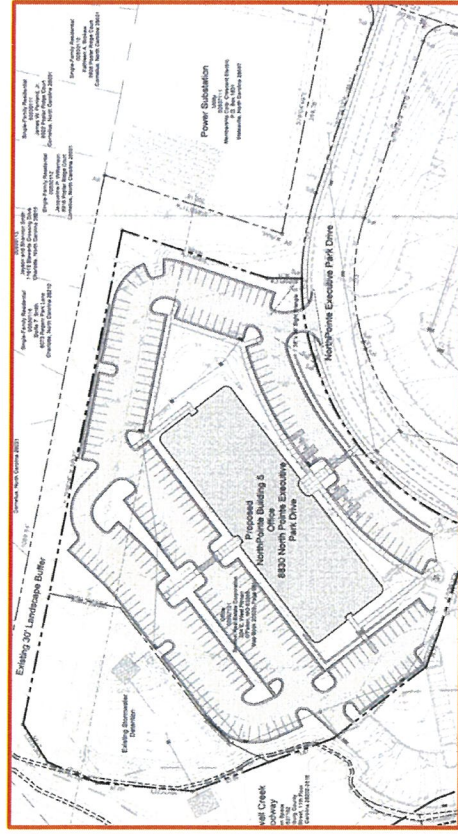




Rezoning History



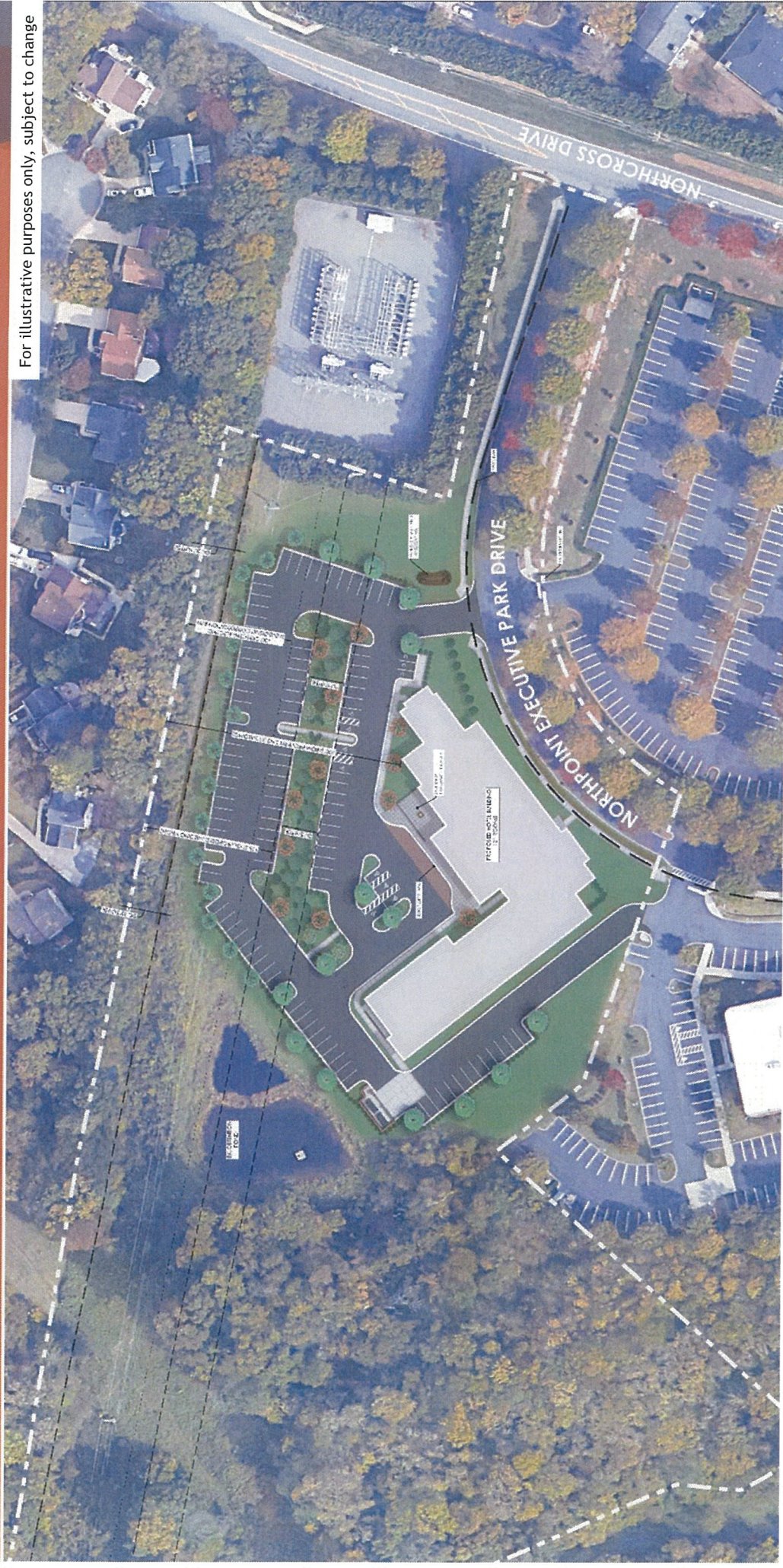
1998: Highway Commercial (CD)
Part of Overall Business Park Plan
2 story office building



2008: Highway Commercial (CD)
Site-specific Rezoning
3 story office building

2024 Rezoning Plan

For illustrative purposes only, subject to change





For illustrative purposes only, subject to change



JOHNSTON
ALLISON HORD
START HERE

For illustrative purposes only, subject to change

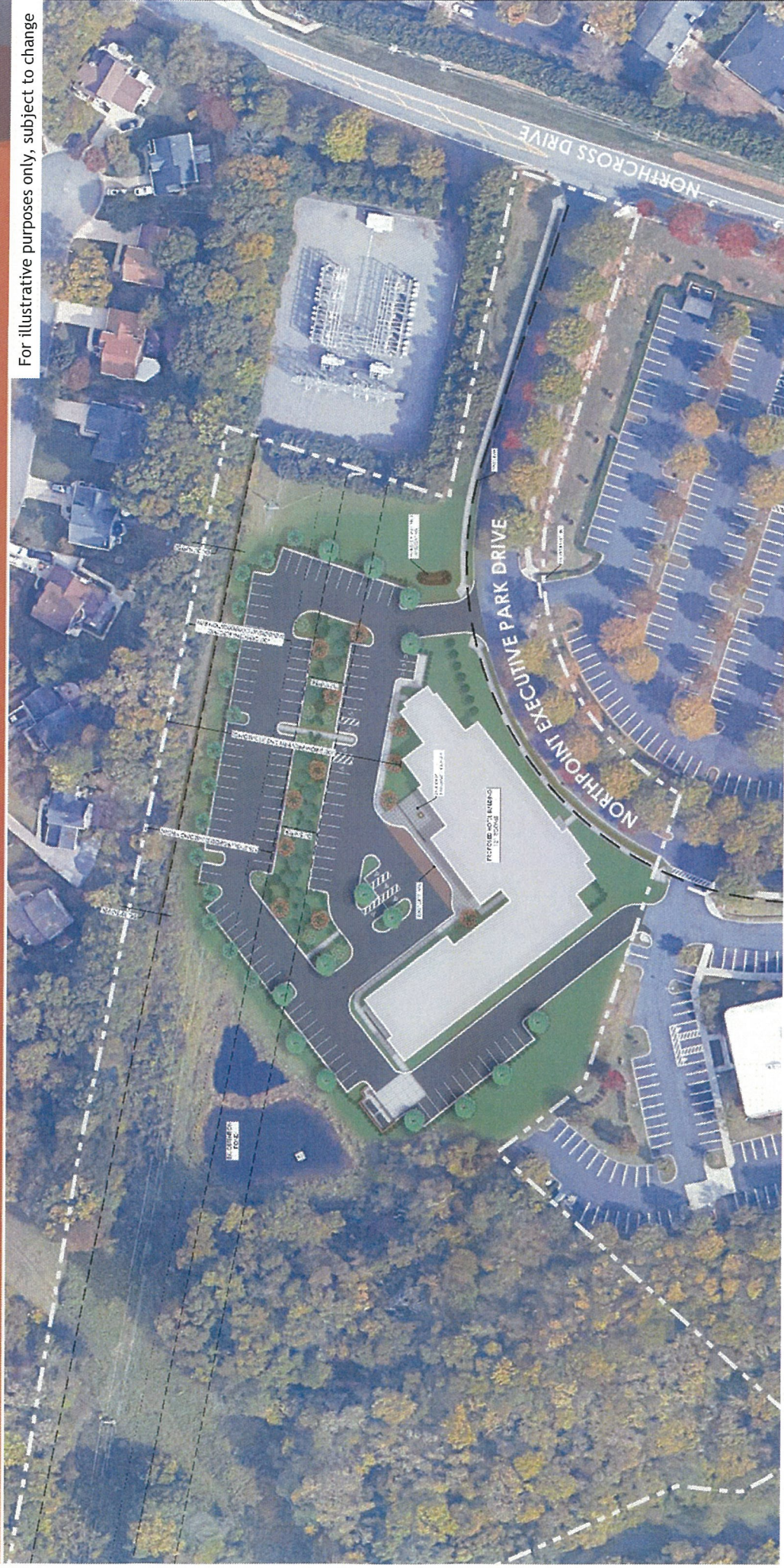


ARCHITECTURE, P.A.

JOHNSTON
ALLISONHORD
START HERE

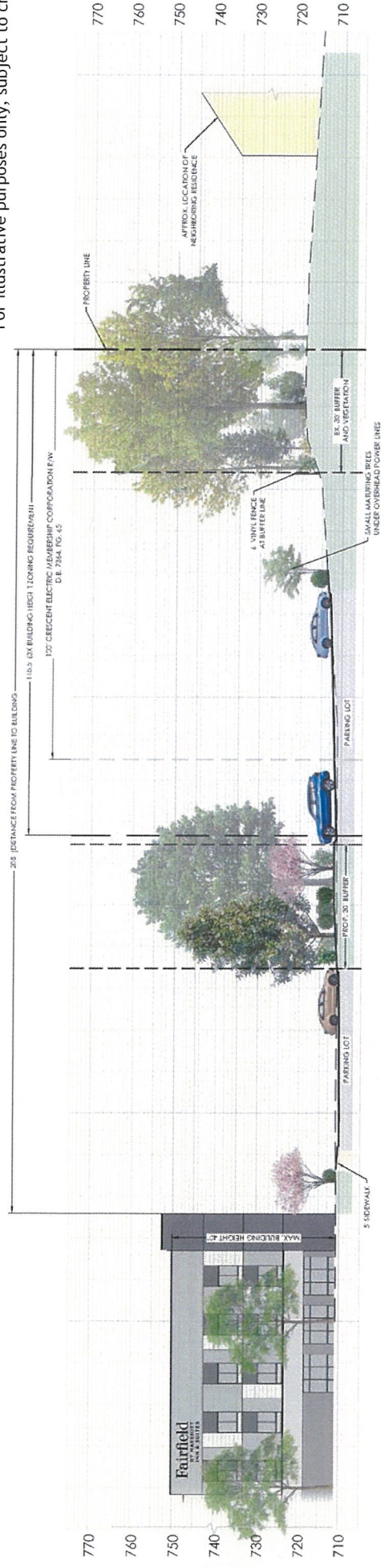
Site Plan & Separation

For illustrative purposes only, subject to change



Cross-Sections & Screening

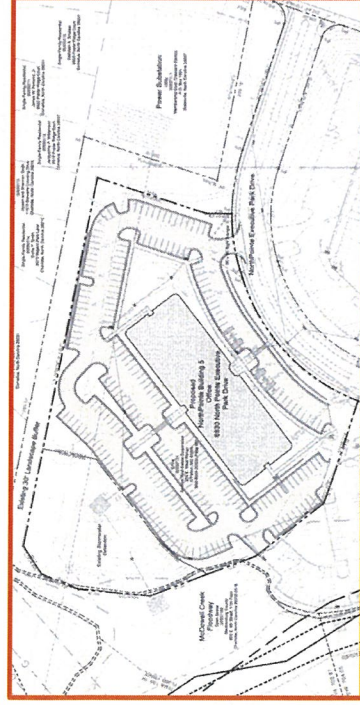
For illustrative purposes only, subject to change



Existing & Proposed Site Plans

Existing Plan

- ▶ Highway Commercial - Conditional
- ▶ 3 Story Office Building
- ▶ Building Coverage: 26,093sf
- ▶ 237 Parking Spaces
- ▶ Structure to Residential: ~110ft
- ▶ Total Impervious Area: 109,553sf



Proposed Plan

- ▶ Highway Commercial - Conditional
- ▶ 3 Story Hotel
- ▶ Building Coverage: 24,650sf
- ▶ 121 Parking Spaces
- ▶ Structure to Residential: 208ft
- ▶ Total Impervious Area: 86,730sf



Previous



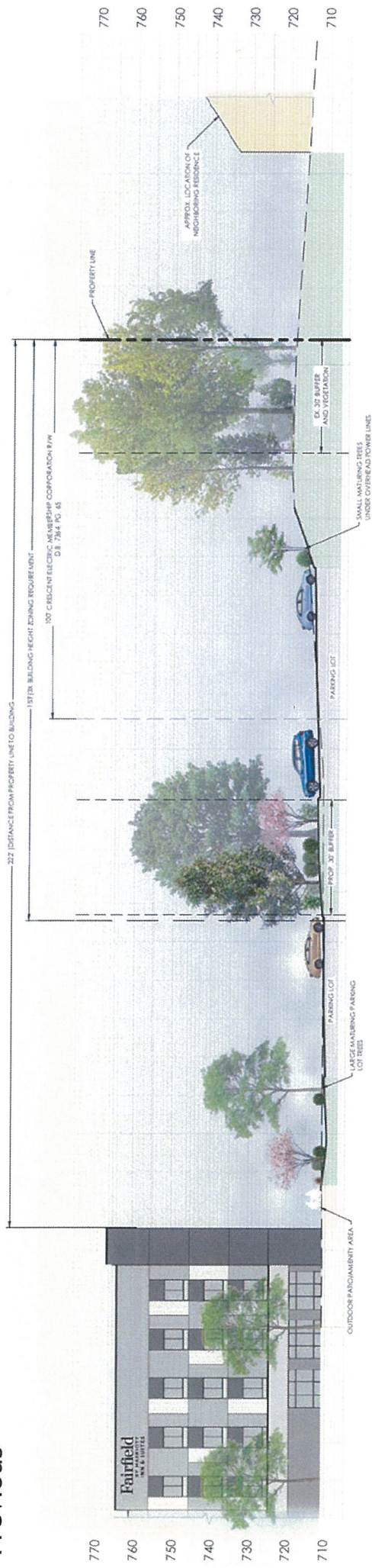
Current



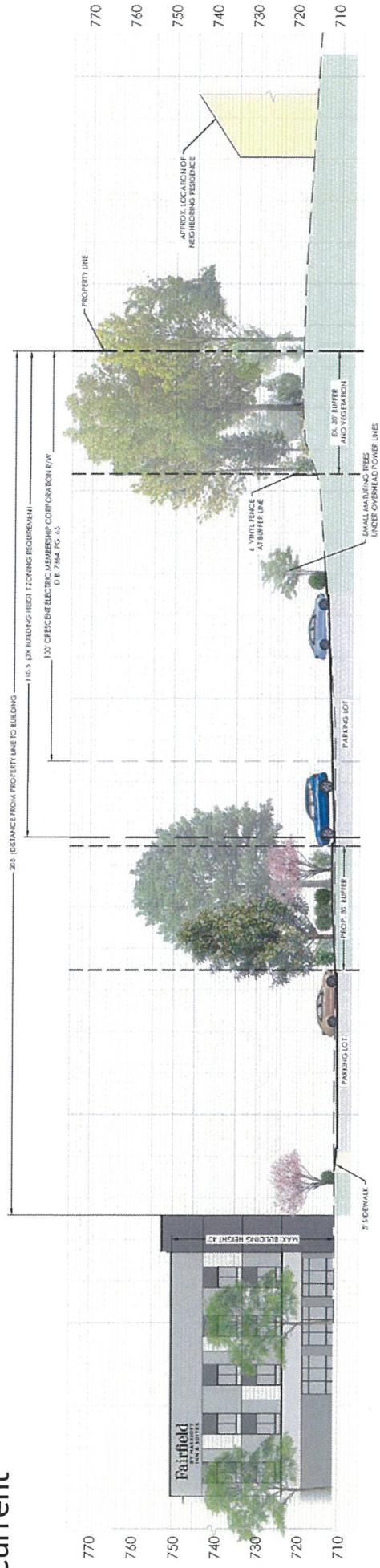
Changes Based on Community Feedback

- ▶ Reduced height of building from four stories to three.
- ▶ Six-foot fence added to existing vegetated area.

Previous



Current



Anticipated Rezoning Schedule

- | | |
|-----------------------------|-------------------------------|
| ▶ First Community Meeting: | March 6 th |
| ▶ Second Community Meeting: | Today, March 20 th |
| ▶ Public Hearing: | May 6 th |
| ▶ Planning Board: | May 28 th |
| ▶ Town Board Decision: | June 17 th |

*These are anticipated dates, subject to change. Please check the Town of Huntersville Planning Department website for updates.

Questions & Discussion



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

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

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

Applicant: W&A Engineering

Project Name: Northpointe Hotel

Project Address: 8830 Northpointe Executive Park Dr, Huntersville NC 28078

Project Description (including square footage for each proposed land use):
132 room hotel building ; +/-21,000 sf

Applicant

Printed Name W&A Engineering Phone 704-875-1615 ext. 310

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

Signature Tess Fallova

Title Project Manager Email tfallova@waengineering.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 12/21/23

Daily Trips Anticipated 104

Peak Hour Trips Anticipated AM 0 PM 0

TIA Required (Yes/No) No

Date of Determination: 12/28/23

Comments: Determination based on a proposed 132 room hotel replacing a 75,000 square foot general office building. The number of trips above are the average trips anticipated above the office use/intensity.



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Kroger Opioid Settlement Resolution and Agreement

EXPLAIN REQUEST:

In 2023, Attorney General Josh Stein and other attorneys general reached an agreement in principle with Kroger that would require the grocery chain to pay \$1.37 billion to participating state and local governments for its role in the opioid crisis. The settlement covers North Carolina and other states where Kroger operates under its own name or the name of a subsidiary (such as Harris Teeter here in North Carolina). A maximum of just over \$40 million may be coming to North Carolina state and local governments between 2024 and 2034 to address the opioid crisis if all relevant local governments join the settlement.

After North Carolina and other states approved the settlement in the Spring of 2024, Kroger agreed to move to the next stage of the settlement process, in which local governments in North Carolina and other participating states are invited to join the settlement. To maximize the funds available to North Carolina state and local governments under the settlement, all 100 counties and all municipalities with a population of 30,000 or over must join the settlement by August 12, 2024.

In addition to joining the settlement itself, local governments are asked to sign onto the Second Supplemental Agreement for Additional Funds (SAAF-2), which governs the allocation, use, and reporting of funds from the Kroger settlement. To join the settlement, the Board must pass a new resolution authorizing the Town Manager to sign onto the Kroger Settlement and SAAF-2.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Kroger Opioid Resolution
2. Second_Supplemental_Agreement_for_Additional_Funds

**RESOLUTION BY THE TOWN OF HUNTERSVILLE
AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND
APPROVING SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. (“Kroger”) as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments to sign onto the settlements and SAAF-2 to demonstrate solidarity in response to the opioid overdose crisis and maximize the share of opioid settlement funds received by state and local governments to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Town of Huntersville Board of Commissioners hereby authorizes the Town Manager to execute all documents necessary to enter

into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 16th day of July, 2024.

Christy Clark, Mayor

ATTEST:

Janet Pierson, Clerk

Second Supplemental Agreement for Additional Funds From Additional Settlement of Opioid Litigation (“SAAF-2”)

I. PURPOSE

The purpose of this Second Supplemental Agreement for Additional Funds (“SAAF-2”) is to direct Kroger Funds from the Kroger Settlement to the state of North Carolina and local governments in a manner consistent with the 2021 Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (finalized in 2022) as well as the 2023 Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation (“SAAF”), which govern the distribution of Opioid Settlement Funds to the State and its Local Governments.

This SAAF-2 does not change the scope or meaning of the MOA or SAAF with respect to Opioid Settlement Funds governed by the MOA or Additional Funds governed by the SAAF, respectively. Instead, this SAAF-2 applies the terms of the MOA – with certain clarifications noted below – to the Kroger Funds from the Kroger Settlement described below.

II. SCOPE

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
 - 1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
 - 2. The Bankruptcy Resolution with Mallinckrodt; the Bankruptcy Resolution with Endo; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of the SAAF. The SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.
- C. This SAAF-2 governs Kroger Funds from the Kroger Settlement as described below.



III. APPLICATION OF THE MOA TO THE KROGER SETTLEMENT AND FUNDS

The MOA, which is incorporated herein by reference, governs the Kroger Settlement and Kroger Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF-2, with respect to the Kroger Settlement and Kroger Funds, the provisions of this SAAF-2 shall take precedence.

A. Definitions.

1. The definitions used in the MOA and the SAAF are incorporated by reference into this SAAF-2.
2. “Kroger” means the Kroger Co., as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement.
3. “Kroger Funds” means all funds allocated by the Kroger Settlement to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the Kroger Settlement for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.
4. “Kroger Settlement” means a national opioid settlement agreement with the Parties and Kroger concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
5. “Local Counsel” means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant or Kroger concerning opioids.
6. “National Counsel” means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation concerning opioids against one or more Settling Defendant, Additional Settling Defendant, or Kroger.
7. “Required Local Governments” means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants, Additional Settling Defendants, or Kroger.



B. Allocation of Additional Funds

1. Method of distribution. Pursuant to the Kroger Settlement, Kroger Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF-2, provided Kroger Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Kroger Funds shall be allocated as follows with respect to each payment from Kroger: (i) 15% directly to the State (“State Kroger Abatement Fund”), (ii) 84.62% to abatement funds established by Local Governments (“Local Kroger Abatement Funds”), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF-2.
3. The allocation of Local Kroger Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of the Kroger Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from the Kroger Settlement to any listed county or municipality that does not participate in the Kroger Settlement; and (ii) to provide a reduced payment from the Kroger Settlement to any listed county or municipality that signs onto the Kroger Settlement after the deadline specified by the Kroger Settlement.
4. Municipal allocations of Local Kroger Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Kroger Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Kroger Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Kroger Settlement will require a Local Government to release all its claims against Kroger to receive Kroger Funds. All Parties further acknowledge and agree based on the terms of the Kroger Settlement, a Local Government may receive funds through this SAAF-2 only after complying with all requirements set forth in the Kroger Settlement to release its claims.



C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Kroger Funds shall either (1) deposit the Kroger Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 and/or Additional Funds pursuant to SAAF section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Kroger Funds. In either case, every Local Government receiving Kroger Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Kroger Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Kroger Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Kroger Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Kroger Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Kroger Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.



G. Effectiveness

1. When this SAAF-2 takes effect. This SAAF-2 shall become effective at the time a sufficient number of Local Governments have joined the SAAF-2 to qualify the SAAF-2 as a State-Subdivision Agreement under the Kroger Settlement. If this SAAF-2 does not thereby qualify as a State-Subdivision Agreement, this SAAF-2 will have no effect.
2. Amendments to the SAAF-2.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF-2 to make any changes required by the final provisions of the Kroger Settlement. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF-2. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes to the SAAF-2 described and authorized in MOA Exhibit D.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF-2, the allocation proportions set forth in MOA Exhibit G may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF-2, subject to the limitation in Section G.2.c of this SAAF-2. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF-2. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF-2 is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.



4. When SAAF-2 is no longer in effect. This SAAF-2 is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution, or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements, or (c) Kroger Funds are being spent by Local Governments pursuant to the Kroger Settlement.
5. Application of SAAF-2 to settlements. This SAAF-2 applies to the Kroger Settlement.
6. Applicable law and venue. Unless required otherwise by the Kroger Settlement, this SAAF-2 shall be interpreted using North Carolina law and any action related to the provisions of this SAAF-2 must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF-2 is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF-2. The Parties acknowledge this SAAF-2 does not excuse any requirements placed upon them by the terms of the Kroger Settlement, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF-2.
9. No effect on authority of parties. Nothing in this SAAF-2 shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF-2. This SAAF-2 may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF-2. Each person signing this SAAF-2 represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF-2, and all necessary approvals and conditions precedent to execution have been satisfied.



IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Kroger Settlement, find it to be equitable, and recommend their clients execute the Kroger Settlement and this SAAF-2. If (1) all Local Counsel sign this SAAF-2 whereby they consent to the terms of this SAAF-2 and agree to be legally bound by this SAAF-2, including but not limited to Section IV of this SAAF-2, and (2) all Required Local Governments agree on or before August 12, 2024 to execute the Kroger Settlement, and dismiss litigation against Kroger (if applicable), as required by the Kroger Settlement, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Kroger Settlement, in such proportions as set forth below. If one or more Required Local Governments does not execute the Kroger Settlement, and dismiss litigation (if applicable), as required by the Kroger Settlement, then the 0.38% share of Kroger Funds set forth in Section III.B.2 of this SAAF-2 for the Local Counsel Fee Fund shall be included in the Local Kroger Abatement Funds, such that 85% of the Kroger Funds will be allocated to Local Kroger Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against Kroger. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against Kroger, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the Kroger Settlement, then the 0.38% share of Kroger Funds set forth in Section III.B.2 of this SAAF-2 for the Local Counsel Fee Fund shall be included in the Local Kroger Abatement Funds, such that 85% of the Kroger Funds will be allocated to Local Kroger Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

The proportion of the Local Counsel Fee Fund to be received by each Local Counsel will be the same as for the Local Counsel Fee Fund created by the SAAF. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.



IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Second Supplemental Agreement for Additional Funds under seal as of the date hereof.

Huntersville town, NC
Reference Number: CL-794268

Signature:

Name:

Title:

Date:





Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Christy Clark, Mayor

Subject: Lake Norman Regional Transportation Commission Interlocal Agreement

EXPLAIN REQUEST:

Approve the Lake Norman Regional Transportation Commission Interlocal Agreement

ACTION RECOMMENDED:

Approve Agreement

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Interlocal Agmt Draft LNTC Agreement revision_FINAL

NORTH CAROLINA

IREDELL COUNTY

**AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF
MOORESVILLE, THE TOWN OF DAVIDSON, THE TOWN OF TROUTMAN,
THE CITY OF STATESVILLE, THE TOWN OF CORNELIUS, THE TOWN OF
HUNTERSVILLE AND THE COUNTY OF IREDELL, CREATING THE LAKE
NORMAN REGIONAL TRANSPORTATION COMMISSION**

This Interlocal Agreement is entered into as of July 1, 2024, by and between the Town of Mooresville, the Town of Davidson, the Town of Troutman, the City of Statesville, the Town of Cornelius, the Town of Huntersville and the County of Iredell, individually a Party or collectively referred to herein as “the Parties,” all of which are municipal corporations or a body politic organized under the laws of the State of North Carolina.

WITNESSETH

Article 1. Authority

- a. North Carolina General Statute 160A-461 permits one or more units of local government to enter into contracts or agreements with each other in order to execute any undertaking. To this end, North Carolina General Statute 160A-462 authorizes such units of local government to establish a joint agency charged with any or all of the responsibility for the undertaking.
- b. The Town of Mooresville, the Town of Davidson, the Town of Troutman, the Town of Cornelius, the Town of Huntersville and the City of Statesville are each municipal corporations organized under the laws of the State of North Carolina, having the powers, duties, privileges, and immunities conferred by law on municipalities in North Carolina. The County of Iredell is a body politic organized under the laws of the State of North Carolina, having the powers, duties, privileges, and immunities conferred by law on counties in North Carolina.

Article 2. Name and Purpose

- a. The name of the agency created under this Agreement shall be the "Lake Norman Regional Transportation Commission" (hereinafter "Commission").
- b. The purpose of the Commission is to study, investigate, initiate, develop, and advocate for transportation improvements in and around the area of Iredell County and north Mecklenburg County.

Article 3. Governance

- a. The Commission shall consist of two (2) members from each Party. One member shall be the Chief Elected Official of each Party. The other member shall be the Town, City, or County Manager of each Party. Each member may designate an alternate to serve in the place of the member on the Commission in the event of the member's absence.
- b. When serving in the place of a member, an alternate has all the authority of that member for any activity of the Commission.
- c. A quorum of the Commission shall consist of a majority of its members whose associated Party has fully paid its annual funding obligation; provided, that at least two of the members constituting a quorum shall be Chief Elected Officers or their designated alternates.
- d. The Commission shall elect one of its members as Chairperson of the Commission to serve a term beginning July 1 of each year and ending on June 30 of the following year and until a successor is elected. Only one member from each Party shall be elected within a six-year period. (Exceptions can be made with a unanimous vote of a quorum of the Commission.)
- e. Regular meetings shall be held on the second Wednesday of each month subject to change by a vote of the Commission. (The Chairman and/or Executive Director can be given the authority to cancel or reschedule a meeting by unanimous vote of a quorum of the Commission.) A quorum shall be required to vote on any motions, but the absence of a quorum shall not prohibit the presentation of items on the agenda for the information of those present.

Article 4. Voting and Authority

- a. An affirmative vote by a majority of the members constituting a quorum shall be required for the passage of all motions except as provided in this Agreement. In the event of a tie, the pending motion shall be postponed for consideration at the next regularly scheduled meeting.
- b. A Party shall have provided the annual funding under Article 6 in order for its members to vote and only members from a Party that has provided its annual funding shall be included in the calculation of a quorum.
- c. Any recommendations made by the Commission to the Parties shall become effective only if a majority of the Parties' governing boards vote in favor of such recommendations.
- d. Each Party reserves the authority to specifically not authorize the Commission to represent its interests on any particular matter or generally to any legislative body, board,

administrative hearing, or such other occasion in which the Commission is asked, invited, or required to attend. Each Party also reserves the authority to dissent or abstain from any positions or decisions made by the Commission.

Article 5. Staffing

- a. The Commission shall have the authority to contract with an executive director upon such terms and conditions adopted by the Commission.
- b. The contract shall contain specific objectives of the Commission, including support of each Party's adopted Land Use and transportation related plans.

Article 6. Funding

- a. Total annual funding for the Commission shall come from the Parties in the amount of \$65,749.99.
- b. The annual funding for the Commission shall be apportioned among the Parties as follows:

Iredell \$10,000.00
Mooresville \$15,390.12
Statesville \$8,363.00
Davidson \$4,330.99
Troutman \$1,296.13
Cornelius \$8,922.33
Huntersville \$17,447.42

Totals \$65,749.99

- c. The Commission does not expect to receive revenues beyond the respective contributions of its parties. The Commission shall not incur any expense or cost for which it does not have the funds readily available to pay. Should any proposed cost exceed the Commission's ability to pay, said cost shall only be incurred upon a majority vote of the Parties both as to incurring the cost and as to the additional contribution of each Party. No Party shall be required to incur an additional expense unless it has agreed to the need for the cost and to the payment of additional funds.
- d. The Commission may request funding from the Parties in addition to the annual funding for a specific purpose as defined in the motion to make the request. The motion shall also include how the additional funding shall be apportioned. Each Party reserves the authority to deny requests for additional funding.

- e. Each Party shall deliver the annual funding established in this Article to the Town of Mooresville as set out in Article 7 within ten business days of the start of each Party's fiscal year. Unless the Commission's motion for additional funding specifies otherwise, each Party agreeing to provide additional funding shall deliver the additional funding to the Town of Mooresville within thirty (30) business days of receiving the request.

Article 7. Administrative Support from the Town of Mooresville

- a. The Town of Mooresville shall serve as fiscal agent for the Commission for administrative and staffing purposes. Mooresville will collect and disperse all funds of the Commission; serve as the employer of record for all Commission employees, contractors, or subcontractors; arrange for office space for the staff as needed; report to the Parties on relevant financial matters involving the Commission; and conduct audits regarding such funds. The Commission shall reimburse the Town of Mooresville for performing these duties at the going rate for such services based on the actual cost of the service or goods used, including without limitation the hourly rate for any Town employee needed to accomplish the duties delegated to the Town of Mooresville hereunder. Notwithstanding the foregoing, in no event will the Commission nor the Parties be liable for costs and expenses incurred by Mooresville in excess of the total annual funding amount unless such amounts are approved by the Commission pursuant to the process described in Article 6 above. The other Parties agree to indemnify and hold harmless the Town of Mooresville for any claims or damages arising from performance of its duties as fiscal agent for the Commission except where the claim or damage is a result of the gross negligence or willful acts of Mooresville, its officers, employees and agents. At the time a project is preparing to commence, the Commission shall determine which party is the most appropriate to act as fiscal agent for that specific project. A project fiscal agent is responsible for all duties stated above for that specific project.
- b. Each Party shall deliver its funds for the Commission to the Town of Mooresville addressed as follows:

Mr. Christopher Quinn
Finance Director
Town of Mooresville
PO Box 878
413 N Main St
Mooresville NC 28115

- c. The Town of Mooresville shall serve as the administrator of any websites or other social media approved by the Commission and any charges associated with such administration shall be an expense of the Commission.

Article 8. Advisory Committees

The Commission shall have the authority to form such committees with such members as it deems necessary to offer advice and provide recommendations to the Commission.

Article 9. Amendment, Removal, and Termination

- a. An amendment to this agreement shall require an affirmative vote by a majority of the Parties.
- b. Any Party may propose an amendment to this Agreement by submitting it to the Commission for a recommendation. The Commission shall forward the proposed agreement along with its recommendation to all Parties within sixty (60) days of receipt. If all of the Parties adopt the proposed amendment within ninety (90) days of receiving the Commission's recommendation, then the amendment shall be incorporated into this Agreement. No amendment proposed by a Party shall change the apportionment of funding to any of the Parties in Article 6 without the consent of the affected Party.
- c. In the event the proposed amendment concerns adding a new member or members to the Commission, the amendment shall be considered a termination of this Agreement and a new Agreement including all the Parties shall be executed.
- d. In the event a Party votes to remove itself from the Commission, the termination will be effective immediately including the Party's right to vote or participate. The Party's financial commitment for the fiscal year in which the termination occurs shall remain unchanged and no funds shall be returned to the Party, but there shall be no continuing obligation to contribute after the fiscal year of termination.
- e. This Agreement shall be terminated as of the Effective Date if a majority of the Parties vote to remove themselves from the Commission by the same Effective Date.
- f. This Agreement shall continue until such time as it is terminated either by mutual consent of a majority of the Parties or by the termination collectively (regardless of timing) of a majority of the original Parties.
- g. Upon termination, if the Commission holds funds that are not encumbered, then the Commission shall return the funds to each Party in accordance with the percentage of said Party's contributions.

Article 10. Nonbinding Effect

The Commission does not have the authority to bind the Parties beyond the specific requirements of this Agreement. Decisions made by the Commission are recommendations only and cannot bind the Parties unless such decisions are ratified by the Parties.

Article 11. Real Property

The Commission has no intention of purchasing, owning, or holding any real property for the purposes of this joint agency.

(Signature Pages Follow)

Adopted by each Party on the date and year as indicated below, to be effective on the date of its last adoption.

TOWN OF MOORESVILLE

By: _____
Christopher S. Carney, Mayor

Date Adopted: _____

Attest: _____
Jane Crosby, Town Clerk

(Town Seal)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

TOWN OF DAVIDSON

By: _____
Rusty Knox, Mayor

Date Adopted: _____

Attest: _____
Betsy Shores, Town Clerk

(Town Seal)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

TOWN OF TROUTMAN

By: _____
Teross W. Young, Jr., Mayor

Date Adopted: _____

Attest: _____
Kimberly H. Davis, Town Clerk

(Town Seal)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

TOWN OF CORNELIUS

By: _____
Woody Washam, Mayor

Date Adopted: _____

Attest: _____
Lori Harrell, Town Clerk

(Town Seal)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

TOWN OF HUNTERSVILLE

By: _____
Christy Clark, Mayor

Date Adopted: _____

Attest: _____
Janet Pierson, Town Clerk

(Town Seal)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

CITY OF STATESVILLE

By: _____
Costi Kutteh, Mayor

Date Adopted: _____

Attest: _____
Emily Kurfees, City Clerk

(City Seal)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

COUNTY OF IREDELL

BY: _____
Beth Mull, County Manager

Date Adopted: _____

ATTEST: _____
_____, County Clerk to the Board

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)



Request for Board Action July 16, 2024

To: The Honorable Mayor and Board of Commissioners

From: Jackie Huffman, Deputy Town Manager

Subject: Lake Norman Regional Transportation Commission Interlocal Budget Amendment

EXPLAIN REQUEST:

Related to the previous item on this agenda, appropriate \$17,447.42 in the Governing Body (104100.0314) budget for the LNTC Interlocal agreement. The funding source for this agreement is General Fund Balance.

ACTION RECOMMENDED:

Approve budget amendment

FINANCIAL IMPLICATIONS:

Reduce fund balance by \$17,447.42

ATTACHMENTS:

None