

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
November 4, 2024 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

Live stream available via YouTube [@townofhuntersvillenc28078](https://www.youtube.com/@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**
- 7. Agenda Changes/Adoption of Agenda**
- 8. Consent Agenda**
 - 8.A. Approve the minutes of the October 15, 2024 Regular Town Board Meeting. (*Janet Pierson*)
 - 8.B. Approve purchase contract for Southern States, LLC. (*David Lucore*)
 - 8.C. Approve budget amendment appropriating Electric Fund Balance in the amount of \$700,000 to Material Expense in the amount of \$350,000 and to Labor Expense in the amount of \$350,000 for Lodges of Stumptown development. (*Pattie McGinnis*)
 - 8.D. Adopt Resolution authorizing the private sale of a surplus fire truck. (*Emily Sloop*)
 - 8.E. Adopt Resolution approving Reese Boulevard at Vanstory Drive construction contract. (*Kevin Fox*)

- 8.F. Accept Streets for Maintenance in the Hampton's Professional Center. *(Kevin Fox)*
- 8.G. Accept Hunstad Boulevard for Maintenance. *(Kevin Fox)*
- 8.H. Accept Streets for Maintenance in the Rosedale Subdivision. *(Kevin Fox)*
- 8.I. Accept Streets for Maintenance in North Creek Village - Commercial. *(Kevin Fox)*
- 8.J. Accept Streets for Maintenance in Walden Phase 6. *(Kevin Fox)*
- 8.K. Call a Public Hearing for Tuesday, November 19, 2024 at 6:00 p.m. at Huntersville Town Hall on Petition #R24-12, a request by TF Walden, LP to rezone +/- 21.599 acres located north of Huntersville-Concord Rd and south of Ramah Church Rd. from Neighborhood Residential Conditional District (NR-CD) to Neighborhood Residential Conditional District (NR-CD) for the revision to a previously approved berm. *(Brian Richards)*

9. Public Hearings

- 9.A. Conduct public hearing on Petition #R24-09 Town Center General Rezoning, a request by Martha Rawdon, Larry & France Garner, Derong Huang, Franklin Lowry and HFH Investments LLC to rezone +/- 3.213 acres located at 106, 115, 117, 121 Gilead Road from Neighborhood Residential District to Town Center District. *(Brian Richards)*
- 9.B. Conduct public hearing on Petition #R24-05 Hillco Skilled Nursing Facility, a request by Novant Health Inc. to rezone approximately 13.9 acres of land from Corporate Business to Campus Institutional Conditional District to develop a Skilled Nursing Facility. The property is located at 13600 Reese Boulevard East in the Huntersville Business Park. *(Brad Priest)*
- 9.C. Conduct public hearing on Petition #R24-06 Rosedale Infill, a request by Antiquity Woods LLC - Joe Roy to rezone approximately 0.186 acres of land located at 9923 Ansonborough Square from NR (TND-O) to NR (TND-O) CD to develop four townhome units. *(Nathan Farber)*
- 9.D. Conduct public hearing on Petition #R24-08, a request by Stephen A. McLane to rezone approximately 0.591 acres from Corporate Business to Neighborhood Residential. *(Nathan Farber)*

10. Other Business

- 10.A. Adopt Resolution to revise CIP and submit an application to the Fall 2024 Charlotte Regional Transportation Organization (CRTPO) Call for Projects for the Stumptown Road Extension between NC115 (Old Statesville Road) and Aberfeld Road project. *(Stephen Trott)*

- 10.B. Adopt Resolution to revise CIP and submit an application to the Fall 2024 Charlotte Regional Transportation Organization (CRTPO) Call for Projects for the Oliver Hager Road Extension. (*Stephen Trott*)

11. Closing Comments

12. Adjourn

General Meeting Information

Town Board:

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

Meeting Time, Place and Agenda:

All meetings of the Board are open to the public and the public is invited and encouraged to attend. The Board meets in the Town Hall at 6:00 p.m. on the first and third 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:

Please contact the Town Clerk, 72 hours prior to the meeting, for special accommodations to attend this meeting and/or if this information is needed in an alternative format. Janet Pierson can be reached at clerk@huntersville.org or 704-875-6541.



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From:

Subject: Approval of Minutes

EXPLAIN REQUEST:

Consider approving the minutes of the October 15, 2024 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**October 15, 2024
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

None

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on October 15, 2024.

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

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS

- Encouraged the public to participate in the Town of Huntersville’s branding initiative “Define Huntersville.”
- Leaf season starts today and runs through January 15. Residents can place 10 bags of leaves next to their yard waste container for weekly collection.
- First Annual Biketober Block Party is October 19.
- Halloween in Huntersville is October 27.
- Applications are open for the ninth annual Veterans Day Parade.
- A three-day community workshop to explore the redesign of Maxwell Avenue will be held October 17-19.
- Ways to connect with us – website, social media pages, Town of Huntersville app and newsletter.

PUBLIC COMMENTS

Ken Stuart, Chair of the Greenway, Trail & Bikeway Commission, provided update to the Board. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Mayor Clark recognized members of the Greenway, Trail & Bikeway Commission present.

Commissioner Bergsman said do we have anyone on staff that is already looking into options or is that something that needs to happen?

Anthony Roberts, Town Manager, said Mr. Trott will be working on it. I sent him an email a couple of days ago and told him to get started on looking at the various options, cost estimates, what's on the ground now, what can be done, etc. He'll be doing basically what Mr. Stuart just asked.

Commissioner Bergsman said I personally feel that this should be a priority not just of the Greenway Committee but of the Board as a whole. If that's something that other commissioners and the Board is interested in, is there anything that we can do now to support this priority?

Mr. Roberts said there's several sections that there is no sidewalk, there's nothing, so the short-term is the existing sidewalk we have. Mr. Trott's going to look at what can we do to speed this up. I mean it may be we have to buy property. Obviously, if you only have 5' of sidewalk, you've got to have more. So those are the sort of things we've got to look at. All those things we'll be looking at so that you can make a better decision on what's the potential routes, etc.

Mr. Stuart said I know you're aware, but there are a couple of gaps today that would keep you from connecting.

Mr. Roberts said short-term maybe we can make those connections. Long-term a wider multi-purpose path is what we'll be looking at, but there's going to be land acquisition required on all of those options and we have to determine whether it can be done. We just started that process with Stephen, but we'll get someone to get on it and hope to have some final details by budget retreat at the latest.

Commissioner Walsh said on a previous board I was the board rep to the greenways and really kept up with things. I know Commissioner Bergsman's doing that, but I'd like to encourage you guys to come back on a regular basis and give us updates. I think it's very helpful since there's a lot of things going on in town and we don't want to lose track of it.

Mr. Stuart said we've actually got kind of a goal to get here at least a couple of times a year.

Commissioner Dumas said my family and I ride from Summerfield Lane quite often and we've been going to the events at Veterans Park and to 760 all the way from the other end of the greenway, and so I agree with you that this intersection right here is quite challenging to get over to Veterans Park and it's dangerous. Have you looked into the ability, because that's a busy road, to put a crosswalk that's not at an intersection?

Mr. Stuart said that's actually what we were proposing is maybe come out where the trail head is now, jog north a little bit on 115 and then have a mid-block crosswalk. It'd be kind of an on-demand crosswalk as people came through. With this intersection and the traffic, it may have to be synchronized with the intersection down here, but that can be done. But cross then and then kind of come across the north end of the new town hall site on back to Veterans Park. That's sort of what we envision. I actually walked this evening as I was coming in I parked across the street and as I was waiting to cross I watched a family come out of the greenway and they came up there and I watched them cross.....they were watching real close and they waited for the light but even with the crosswalk lights, when you're at an intersection like that, so there were cars that had the arrow to turn when they had the light to walk and so you know it's still just not the best situation. It's a really busy intersection and we'd really like to cross the greenway somewhere else.

Commissioner Dumas said for me it's getting on the sidewalk with the bikes and people walking, you know during the events it's busy and it's just trying to avoid.....

Mr. Stuart said if you start flowing all the greenway traffic, which you've got a lot of bikes and stuff, when you start flowing that into this intersection and the regular sidewalks with what's already existing there, then it just gets even more congested and somebody on a bike, they're just going to have to get off and walk. I get out and walk a lot in my neighborhood and what I typically see all the time are young families. You know, there's one parent on a bike with maybe one or two younger kids on bikes and then the other parent has a stroller with a baby and a dog on a leash and going down a sidewalk, you just need a little bit more room for that. And that's what I see a lot and you know they're trying to get here now, they're trying to come uptown to the ice cream shop or whatever, so we just want to do it right and make it nice for them.

Mayor Clark called for public comments.

Terecita (Terri) Plasencia, said I come today with a 911 urgent call to action, a plea for justice and accountability. Members of the Huntersville Town Board, my name is Terecita Plasencia. I'm better known as Terri around town. I stand before you today not just as an individual, but as a voice for every citizen who believes in justice, safety and the integrity of our communities and institutions. I come to you with a very heavy heart and an urgent plea.

For over two years my husband and I have been caught in a nightmare that threatens not only our lives but the very fabric of trust that holds our community together. Picture this, you go to work one day just like any other, but instead of feeling safe, you're sexually harassed. Months later you're physically assaulted by a manager, you're superior. You report it, believing in the system, but nothing happens. The silence is deafening.

Then in a cruel twist, you're arrested at the very place where you sought help. Your husband who stood by you loses his job, too. Suddenly you're not just a victim of a crime, but criminals in the eyes of the law you trusted to protect you. This isn't a plot for a movie. This is my reality. This is my husband's reality today. A reality where Lowes, a corporation that claims to be a pillar of our community, turns a blind eye to the safety of its workers. A reality, where our local police sworn to protect and serve, seem to protect corporate interest instead of citizens.

But our story isn't unique, unfortunately. How many others in our community are suffering in silence, afraid to speak up? How many more must endure before we say enough is enough? This isn't just about me anymore. This isn't just about us, my husband and I. It's about every worker who deserves to feel safe at their job. It's about every citizen who should be able to trust our law enforcement. It's about the Huntersville we want to be – a place of justice, not just a haven for corporate impunity. We've knocked on every door, my husband and I.

Ms. Plasencia's three minutes expired. Mayor Clark allowed her to continue.

Ms. Plasencia said we've knocked on every door, my husband and I - filled every report, followed every procedure, made every phone call, and yet I stand here today our lives in shambles, our safety in jeopardy with the very institutions spent to protect us seeming to conspire against us. So, I ask you members of the Board, if not you, then who? If not today, then when? We need action. I plead, we need it now.

Please launch an independent investigation into how our case was handled by the Huntersville Police Department. It is in everyone's interest. Review the circumstances of my arrest on December 22 while at Lowe's. Was justice served or was a victim further victimized? Establish a citizen's oversight committee for our Police Department. Trust needs to be rebuilt. And demand accountability from Lowe's. A corporation that ignores the safety of its workers should not be welcome in our town.

I stand here today, my voice shaking, but my resolve firm. I'm not just fighting for myself or my husband anymore. I'm fighting for every citizen of Huntersville who deserves better. This is our home, this is our community, and it's time we reclaim it from those who would abuse their power and betray our trust. I implore you, don't let this call for help go unanswered. Don't let our suffering be in vain. Take action, please. Show us that in Huntersville justice is not just a word, but a promise. I turned 63 years old today and in almost my 50 years of driving I've had two citations and prior to this horrible nightmare of these two years, I have never broken the law, been arrested, been questioned, or been involved in anything other than a civil servant, a domestic violence advocate, and an advocate for all my friends, neighbors, and community.

Bill Fountain said I'm a retired middle and high school teacher. I want to talk a little bit about schools. Remember the emphasis that Martin Luther King placed on character, the thing that people ought to be judged by and not color. Character is one of the essential qualities that determine their moral and ethical actions and reactions. Martin Luther King and our nation's founding fathers understood that character was built on God-given virtues. Rather than building character I'm seeing that progressive Democrats are dehumanizing our students with initiatives like the new Title IX rule changes and dumbing them down. I mean, just look at some of the black and brown reading and math scores that are within the CMS school system. They use words like data-driven to justify diversity, equity and inclusion, ideology and social emotional learning that undermine merit and morals. I think these just promote victimhood, affirm sexual perversion and tolerate the disruptive behavior leaving the students often times confused and disordered. Our CMS school boards failed. DEI and SEL policies aren't improving the student performance. So in consequence, maybe we need conservatives that are going to counter these progressive Democratic policies with men and women like Mark Robinson, Hal Weatherman or Michelle Morrow to help return our schools to focusing on merit, moral character, accountability and the three R's. Thank you for your time.

Bruce Klein requested to defer his time to Natalie Gould, however Ms. Gould had not signed up to speak and only the person of record who signed up can speak.

Sylvia Lee Gendreau said I live in Oak Farm. This is in relation to R24-04, I believe that's 10D on your agenda. I wanted to just talk about two points and they're about traffic. Unfortunately, you get to hear more about traffic. I'm going to break it into two. We'll talk about the state level first. This is specifically about the mile between ElectriCities and Symphony Park.

Two years ago, there were two public road accesses within that mile onto 73. There is the commercial building and then the church, which would only be Sundays. By probably within the next six months this is going to triple, already there is five. There's Symphony Park. The church is now a school, so that's five days a week. There's the entrance to Oak Farm, which will also be the commercial services to Lot D. There's a new entrance to the storage unit, which will be Lot C. There's the commercial area that was expanded and we've seen a huge increase in transport trucks. And then there's the entrance to Northbrook, which will also be the commercial service to Lots A and B. If you are driving on a 55 mph road and you have to make a left-hand turn, this is an S turn in this one mile, you come to a stop and

you're trying to turn left, these cars are coming at you. It is terrifying to slow down and turn into any one of these driveways. You have to slow down. Really you want to slow down to 20 mph. You're terrified of the people coming behind you that are going 55 mph, so you try to take these corners at like 30 mph. It is just really terrifying.

I understand this is a state issue. I also understand that NCDOT doesn't like to do anything until something's at its worst point, but that cannot be our bar. What can we do? Who can we talk to as a community, Oak Farm and Northbrook, to get in front of someone that knows the secret sauce to make some temporary changes until this is rectified in a couple of years. So, that's the state.

Quickly then on to the community. Our two communities are being used as cut-throughs. Waze sends them through there now. Our neighbors do it, I do it. If I don't want to try to turn left onto 73, I go the back way. I'm cutting through my neighbors. We have speeders, we have people that are not stopping at any of the stop signs. This is constant. So again, who on the Board can help our two communities make changes on our Town roads to make them safer as well?

Will DuPriest (Kathleen McHale and Christine Dupriest deferred their time), said concerning Project 24-04, Northbrook Storage, we've come a long way since the community meeting on June 24. Town commissioners engaged and guided a conditional classification that I personally see as, for the most part, an acceptable outcome for the general good. It's appreciated. The rezoning and conditional classification process has been excruciating for the impacted citizens. It can be better.

There remains one issue left and it's the residential road safety. First, talking about the process, lack of clear guidance of the process steps, low transparency and misinformation in the project's missions, missed deadlines, last minute verbal changes before and during official meetings, and a process structured for one-way communications led to mistrust, frustration and an adversarial atmosphere for the residents. I have ideas on how to improve the process, which I would like to send to you by separate email tomorrow.

We all managed to get through it with a reduced list of allowable uses. The residents' outrage and the Planning staff's intervention resulted in not only unfit SP, but also CB uses being excluded. Three remain which we would prefer be excluded and we mentioned those in our letter to you last week. The required screening and landscaping, particularly on Lot C, were finally reflected in the site's plans for residents to see. The developer made concessions to plant trees on the HOA property to further screen the development and the developer offered to assist the Northbrook HOA in improving the maintainability of the walking trails. These are all positive results that I hope get reflected in your decision tonight.

There's one elephant left in the room – residential road safety, not necessarily an outcome of the rezoning, but of the development, is the additional traffic that will transit through the neighborhoods to and from McCord Road and Sam Furr Road. And these folks are usually in a hurry.

I hear some deflective responses to this issue. One, all Town roads are public roads open to all drivers. Yes, and the Town has a duty to render all Town roads to be safe roads. We're talking about people driving 30, 35, 40 mph on residential roads. This is dangerous, maybe like a greenway crossing on an otherwise busy road.

Number two, some emergency responders may not like speed bumps or other speed calming devices. Those devices may slow their response during an emergency, but also will avoid an incident where

someone gets hit by a driver who didn't have calming devices to slow them down and one instance has already occurred where somebody was injured.

Three, we need to study the traffic before we can fix it. You want us to trust you tonight in making your decision on this case. There have been several instances of property damage and a person injured. It will happen again and again without intervention. It doesn't take a traffic study for us to see that.

Number four, drivers speed up between speed bumps. Well then put them closer enough together to slow them down. The best approach is to commit to do something now. In my career we called it the New York Times test, or you can call it the Charlotte Observer test. It goes like this, if you decide to not address this issue tonight and a tragic incident appears in the Charlotte Observer next week along with commentary that the perception is you didn't act sooner, will you regret the negative public outcry that it will bring.

In summary, the current process greatly favors the developers and puts the residents in a position to respond with anger and outrage versus collaboration and informed feedback. We got through it with a solution that I believe is balanced for the general good of those involved. Thank you, again. The process can be improved. The Town Board should step up to the road safety issues in our neighborhood before it fails the Charlotte Observer test.

Ed McCormick (Chris Jobson and Beth McCormick deferred their time), said a little change of venue, I was handed a sheet of paper just as I came into the room and it reflects the opinion and the feelings of residents who I feel are most directly impacted by this change. Those are the people opposite of Lot C and it basically reminded me once again, they don't support any change to the buffer because it impacts them personally. They pointed out all the dimensions about how close and how far their home is from the trees, from the creek, from the BMPs, and many of you have walked that and looked at it with us. They also pointed out that many of the trees are dead and falling down, so the buffer that was kind of there when they bought the property is slowly disintegrating. These residents paid a premium for those lots because Lennar told them they'll be at least another 80' always there when they build in front. Well now the plan is to reduce that by 45', 50'. They're never ever going to want to accept this. And even though Will presented handsomely, the fact that we've come to some reasonable places, there's still a lot of people that do not want this at all for some of the reasons that I just stated. Their personal request is don't kill their buffer.

That was the little addendum that came to what I plan to talk about tonight. The rest of what I want to talk about comes from the heart and it will have some repetitiveness, and I'll cut some things out for the sake of time, but it's all about residential Town controlled roads. Will stated it very well. The only add I'll make is take the notebooks, take the studies, take the work processes that you've been using and throw them away. They're not working. It's evident by the people who stand here in front of you saying people are zipping by my driveway. We have one person that doesn't allow their kids in the front yard anymore out of fear they're going to wind up a statistic or perhaps on the cover of Charlotte newspaper. Something different has to be done. We need to take action.

For every study that says speed bumps don't work, there's probably a study that says they do. Mini traffic circles are a calming device and very few people speed over them, but they're so far apart there's plenty of room to accelerate between them. As Will said, put them closer together, put speed bumps in. If we don't make a deliberate change from what our current policies and procedures are and we continue to approve more and more development, not just what we're looking at, but apartments, townhomes, you name it, going up, there's going to be a time when someone on this Board is going to

have to write that Godawful note. Our thoughts and prayers go out to the family of the poor child that was wiped out the other day on this road. We see it on the news all the time. Someone has to write that note. We don't need that note to be written in Huntersville.

We control our own roads and until NCDOT between now and the next decade finishes on Sam Furr, I say put in speed bumps everywhere. If the residents want them, put them in. When 73 is fixed we can take them back out, but we can't wait for all the repairs on 73 and continue to approve more traffic. The cut through traffic is bad, they're fast. The police are helpless to do anything about it. They've got their hands full with everything else going on in this town.

Get on amazon.com, you can buy screw in the ground speed bumps and guess what, anyone who speeds over them, we'll find them up at CARS getting their front end put back on. It's just that easy. We don't need to turn it into a major administrative study, project committees, let's just do it. And quite honestly, we'll still be connected, but it'll be an aggravating connection where people have to go slow and if they don't like it, they can go around it.....stay on Sam Furr, get on Old Statesville.

My plea is no matter what decision is made tonight, a lot of people are going to leave here happy, and a lot of people are going to leave here sad. There's no way everyone's walking out of here feeling like they're happy. That's the human nature. That's the human condition. You can't have everything you want, but if you decide you want to move forward with this, it's got to come with a commitment to do something about the residential traffic that is zipping through our development. We need a change, not a study.

Robyn Hahn said I'm glad we had that conversation about the greenways and your interest in the safety of the greenways. That's wonderful. Oak Farm and Northbrook community have their own little greenway within their development, it's called sidewalks and we utilize the heck out of them. I'm around them three, four times a day. I see all my neighbors walking. We want safety, too. We don't want people zipping through our neighborhoods. We need you to help us keep our neighborhoods safe. Let us enjoy our exercise and fresh air, too. If you could please work with us, work with the developer. We appreciate everything he's done to keep our community safe. That's all I got to say.

AGENDA CHANGES

Commissioner Quarles made a motion to adopt the agenda.

Commissioner Hunt seconded the motion.

Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes. Commissioner Bergsman made a motion to approve the minutes of the October 1, 2024 Regular Town Board Meeting. Commissioner Rivers seconded the motion. Motion carried unanimously.

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

Property Tax Refund Report attached hereto as Exhibit No. 2.

Call for Public Hearing – Petition #R24-06. Commissioner Bergsman made a motion to call a public hearing for Monday, November 4, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #R24-06, a request by Antiquity Woods LLC - Joe Roy to rezone approximately 0.186 acres of land located at 9923 Ansonborough Square from NR (TND-O) to NR (TND-O) CD to develop four townhome units. Commissioner Rivers seconded the motion. Motion carried unanimously.

Call for Public Hearing – Petition #R24-08. Commissioner Bergsman made a motion to call a public hearing for Monday, November 4, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville NC 28078, on Petition #R24-08, a request by Stephen A. Mclane to rezone approximately 0.591 acres at Parcel #019-311-09 from Corporate Business to Neighborhood Residential. Commissioner Rivers seconded the motion. Motion carried unanimously.

PUBLIC HEARINGS

Holding Properties for Resale. Mayor Clark called to order public hearing on holding certain properties owned by the Town of Huntersville for resale pursuant to N.C.G.S. §158-7.1(b)(2). The Properties are more particularly described as having Parcel ID numbers of 01711645 and 01711611.

Emily Sloop, Town Attorney, said we have a depiction on the next slide of two properties that the Town is currently not using for anything and the Town Manager and Town Board had expressed interest about looking into possible development options for these parcels. *Refer to PowerPoint attached hereto as Exhibit No. 3.* In order to kickstart that process, we are proposing that the Town Board adopt a resolution that will designate these two small parcels as being held for resale pursuant to the economic development statutes. This is an aerial overview. You can see that they're located beside of the Town Center building. There was in the past also a similar interest in potentially having a public/private partnership on these parcels that would be part of a larger development. And the idea for that concept involved a mix of retail and commercial uses.

In approving the resolution tonight, we would be preserving our ability to dispose of this property as economic development property for commercial uses. I would like to also point out that this is not approving a sale of the parcels. This is just approving the ability for the Town to seek proposals and ideas about potential development for these parcels. If the Town did decide to move forward with an actual purchase agreement, there would be an additional public hearing process prior to the purchase agreement being executed.

Anthony Roberts, Town Manager, said I think Emily hit it all. If the Board decides to move forward with this, we would send out a request for proposals and see what ideas we get. I have no idea what we'll get. We may get zero, I don't know. If I recall back before I came here, I think in 2017, 2018, I think Mayor Aneralla may have been the mayor at that time when they hired me, they were looking at disposing of this property and also where you see North State right behind DPK and this property at that time there was no interest. I think they sent it out during the holidays, which probably a lot of people didn't want to send in a proposal at that time. We looked at it again back in 2018. That's how North State started. And then sort of similar process, 760, the Town used to own that building where 760 Craftworks is. We went through a similar process, not the exact same, but a similar process. We got multiple proposals and we ended up going with 760, negotiated that out, and sold that property to 760. That's where 760 is now. It's just the beginning of a process to see what kind of proposal we get. It has to come back to the Board. We have to have more public hearings, etc., if we get down that path.

Commissioner Hunt said if this is approved, can you talk about the timeframe.

Ms. Sloop said as of right now if you approve the Resolution to designate them as being held for resale, I believe that the plan, and Bobby can correct me if I'm wrong, is to have the request for proposals out for about 45 days. If the Town did decide to move forward, you would have to call for that second public hearing, negotiate the terms of a purchase agreement, and also have the Town approve the purchase agreement. You're looking at 45 days minimum for the proposal. We could end up extending it if we do not get many responses due to the holidays coming up. Then you're looking at probably another couple months from there to hammer out all the details of any purchase agreement and also get the proper notice for the public hearing that has to take place.

Commissioner Bergsman said I just want to clarify for the public that this is designating as a potential for commercial, not mixed-use.

Ms. Sloop said correct, it would be for commercial. Under the economic development statute this disposal method is used when you are holding and reselling property for industrial or commercial uses. Due to the size this would not likely be a fit for industrial, so it would be commercial uses.

Commissioner Bergsman said if the Board would want to have an opportunity for more public input, like we receive multiple applications and we would like to hear from the public in addition to a public hearing, what would that look like.

Mr. Roberts said if we've got multiple proposals, I mean ultimately you could have them come present. There's all sorts of ways. You could have them come present their proposals, so you could ask questions. One wants to do medical offices, I'm making up stuff here, one wants to do a food court, whatever. You could have them make that presentation to the Board, have it available to the public and just to gather more feedback and have input from the public and then make a decision from there. There's all sorts of ways you can handle it.

Ms. Sloop said of course they would be able to speak at the second public hearing as well if anyone wanted to provide additional commentary.

Mayor Clark said I just had one clarifying question. This is just offering this piece of property for potential use. It does not legally bind us to sell or settle, so if nobody submits a proposal, we can just decline and not do anything. Is that correct?

Ms. Sloop said in the language of the request for proposals we have included language in there that the Town Board reserves the right to reject all proposals and/or utilize a different disposal method for the properties.

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

OTHER BUSINESS

Resolution – Holding Properties for Resale. Commissioner Dumas made a motion to adopt Resolution approving the property to be held for resale as economic development property under N.C.G.S. §158-7.1.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 4.

Interlocal Agreement – Assignment of Street Addresses. Brian Richards, Planning Director, said staff is here tonight asking for your consideration to approve the Interlocal Agreement between the Town of Huntersville and Mecklenburg County for naming of street addresses. This is a practice that has been occurring since before I came to work here 20 plus years ago. We're just formalizing the agreement finally.

Commissioner Bergsman said Section 10, there was that section on the treatment of non-conforming address numbers, and I was just wondering if there are any in Huntersville that would be considered non-conforming.

Mr. Richards said there are some legacy addresses there still. Those are the ones that just have three numbers. Over time those will be all converted over to five number addresses and those folks will be notified in plenty of time to get all their affairs in order. Mecklenburg County has assistance programs to help them to be ushered through that process.

Commissioner Bergsman said because I'm thinking particularly if there are any low-income families.....so they would receive assistance in the process in plenty of time.

Mr. Richards said we can also help them through that process as well.

Commissioner Rivers made a motion to approve the Interlocal Agreement for the assignment of street addresses with Mecklenburg County.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

Interlocal Agreement attached hereto as Exhibit No. 5.

Petition #R24-03, Long Creek Retail. Petition #R24-03, Long Creek Retail, is a request by Saleh Moflehi 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/commercial use development.

Jesse James, Principal Planner, said the applicant has requested a deferral to the November meeting.

Commissioner Rivers said is there any specific reason as to why we're deferring it?

Mr. James said after the Planning Board meeting there were several items they needed to revise and there was a lot of engineering involved with grades, putting right-of-way on the plans and considering the spacing for that. They have not had the time to revise those plans accordingly.

Commissioner Hunt made a motion to defer Petition #R24-03, Long Creek Retail, to 6:00 p.m. on November 19, 2024 at Huntersville Town Hall.

Commissioner Dumas seconded the motion.

Motion carried 5 to 1, with Commissioner Quarles opposed.

Petition #R24-04, Northbrook Storage. Petition #R24-04, Northbrook Storage, is 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, Principal Planner, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 6.*

This is a rezoning from CB to SP-CD and I'm going to run through just some updates since the public hearing. In the public hearing, as we all know, there was a proposed linear park along Sam Furr Road. That has been taken off per staff's recommendation and Planning Board's recommendation. Parcels D and B now will be meeting the ordinance where Parcels A and C have particular uses with modifications involved.

In Parcel C for the storage building facility, some updates on that. There has been some evergreen screening added to the back of the buffer and behind the building per request. That was the only update on Parcel C. The buffer modification for reducing the buffer from 80' to 35' still exists.

Parcel A has been proposed for a daycare facility. After the Planning Board meeting, there was some safety concerns along 73 with a daycare playground being at the corner position at 73 and Maple Branch Drive. They have asked for a modification request to make that a side condition and not a frontage condition and they've added a safety guardrail and additional screening there along Sam Furr Road.

Some more updates on permitted uses. On the screen you see the permitted uses that are proposed for A, B, C, and D, where again A and C are daycare center and storage facility. One item on the proposed permitted use list that was put back on the uses allowed was commercial communication tower. I believe the applicant just made a mistake and put that on there and they have verbally agreed to take that off, but I wanted to just update everyone that that is on the rezoning plans now and we would ask that be moved back over to the excluded list. After the Planning Board meeting, outdoor kennels and inns were taken off of the permitted use allowed list and put it on the excluded list.

Going to the 2040 Plan, LU-6.1, 8.1, and 1.2 all are consistent with the 2040 Plan policies and LU-1.1 still is not consistent. Nothing has changed there since the public hearing. A little more updates, after the Planning Board meeting outdoor kennels were taken off the permitted use list. Inns were taken off the permitted use list. There was an agreement to screen the storage facility with evergreen trees that was added and confirmed on the plans for the last revision. The guardrail was added. There is still a pending TIA scoping being reviewed by NCDOT.

If there's questions regarding traffic, Stephen Trott with Engineering is here regarding some of those items if those questions do arise. The developer did offer to pave the walking trails and provide benches in the single-family subdivision and add up to 10 Green Giant Arborvitaes on the private properties to the rear to buffer that rear side against the developing properties. Traffic calming was not discussed in

detail, so it was not addressed at the meeting. However, Town staff is moving along with that study for proactive traffic studies. Moving to their recommendation, they did recommend approval of 7-0 with those conditions added.

Moving to staff recommendations, staff does recommend approval with those conditions added as well and we do request approval for the modification requests and that any other minor staff comments left on the plan be addressed before the final stamp. The applicant is here with a presentation, but I'm here for questions before that if you'd like.

Commissioner Walsh said you mentioned that traffic studies are underway. Could we get some more details on that, exactly what we're doing. Obviously, it came up here this evening as a concern of the residents.

Stephen Trott, Director of Engineering, said a traffic study was done on the previous site plan for the development. With the addition of the daycare, that changed the scope of the development. Where they are right now is they have submitted an updated scope to the state for review and it is currently under review. A revised traffic study has not been submitted at this time. When I say traffic study, this is for the rezoning development.

Commissioner Walsh said I understand that the neighborhood made a traffic study request.

Mr. Trott said it was a traffic calming request. That's separate and different or independent from the development traffic impact analysis study. It's next in line to collect data on to do that traffic calming request in the initial phase.

Commissioner Hunt said as this pertains to the development, we did ask about reducing the speed limit, right? And then DOT said not right now. And then we also asked about a traffic signal. Can you share the result of that please?

Mr. Trott said a few of the things that they look at, they went and collected a traffic count out there to look at traffic volumes to see what volumes were on the main line, and also turning movements on the minor street. Those volumes on the minor street were well below the thresholds for a traffic signal. They also looked at were there pedestrians crossing 73 in the full days' count. There was zero, so that didn't meet there. They also looked at crashes at the intersection over the past five years and they said that there were zero in the past five years at that intersection. Those were all well below the threshold to warrant a traffic signal.

Commissioner Hunt said is there anything concerned residents can do to reach out to DOT. Any recommendations?

Mr. Trott said everybody feel free to reach out to DOT directly if they have concerns or questions about it.

Commissioner Quarles said you said a traffic calming request has been put in for the community. How long does that process take and can you explain to everyone what does a traffic calming request look for.

Mr. Trott said a traffic calming request usually takes several months to get through the process depending on how many requests we have in at a time. We only have a certain number of counters to go collect the speed data, so we just put it in the queue as they come in and we get them done. Where

this particular neighborhood is in the process is they're next on the list to go collect the speed data, so we put data collectors out to collect speed data for a couple of weeks' time to see what the trends are. We look at those results and if it's above the threshold, then it continues in the process. After that step, we look for the neighborhood to get the word out and try to make folks aware that there is a speeding issue out there. After they've completed those steps, they let us know and provide that documentation. We go out and study it again.....have patterns or folks' behavior changed? We also let the Police Department know, here's the data, if you'd like to do enforcement then they're welcome to do so. We go out and study it again. If it's above the threshold, then we look at physical solutions to try to calm that traffic.

Commissioner Dumas said I actually have a question for Chief. I had reached out a few weeks ago and asked to have officers patrol a little bit more frequently in the neighborhood. Do you know if that occurred to see if anything happened, if there's some speeding tickets or do you know?

Chief Barry Graham said not off the top of my head.

Commissioner Dumas said can we make sure that happens in the future.

Chief Graham said yes, we can get whatever information you need.

Commissioner Dumas said I just want to clarify the daycare. We received several emails on this project, but there was a few that referenced the daycare of being a concern, but that is by right as currently zoned, is that correct?

Mr. James said that is by right in CB. The thing that is not allowed by right is the corner modification request for the playground that's at the front on Sam Furr Road. The modification request is to.....like if this parcel was coming in by right and had no rezoning and they wanted to do the playground where they have it proposed, they would have to come back in for a CD rezoning. That's what they're asking for a modification request for.

Commissioner Dumas said if we decline this proposal, there will be businesses coming in and a daycare is potentially one of them.

Mr. James said with a different site plan.

Commissioner Bergsman said the calming study, which streets are being looked at.

Mr. Trott said I don't have the specific calming request on me. Lora with our department is working with that. She works with the neighborhood and the streets that are requested by the neighborhood are the ones that are evaluated. They have a meeting to look at what locations they feel are the highest speed locations and we work to study and collect the data at those locations. If there are more streets after that, then we'll continue to work through those as the requests come in.

Commissioner Bergsman said I was just wondering if the data shows that calming measures are needed, I know our first responders often don't like speed bumps because it can slow down emergency responders and there are multiple options that we have let's say in the toolbox. I feel like there are some that I've seen in other places that we don't do as much here and I don't know if I'm even saying it correctly, but like chicanes, or like narrowing streets like I've seen on Wynfield Parkway. Are those options that would be considered in addition to speed humps?

Mr. Trott said we're going to look at all the options. We're going to look at the characteristics of each street and see what options seem feasible. If the streets are already really narrow, then narrowing them further probably doesn't make a whole lot of sense, but we'll look at each street individually and come up with options.

Commissioner Bergsman said I had one resident mention to me that there might not be a speed limit sign in that area. Do you know if that's something that we can just double-check and make sure that there's a speed limit sign.

Mr. Trott said absolutely.

Commissioner Bergsman said and then my last thing, the smaller roundabout on Maple Branch Road. I did notice when I went out and met with residents that depending on which way you drive from it, I feel like there is maybe a bit of a visibility issue. Can we do something like put arrows on the road, paint something to make it more visible and help people understand the correct way to use that roundabout.

Mr. Trott said we can certainly take a look and see if there are additional enhancements.

Jake Palillo said I'm the owner of Bi-Part Development. *PowerPoint attached hereto as Exhibit No. 7.* I want to thank the homeowner's association and the Board for working with us through this project.

We've come up with several compromises that we're willing to do to help them. We're going to pay them \$35,000 for their HOA to work on their trail and we're also going to work with them, some of our equipment and stuff, it's going to need.....the trail's a mess. It's really low and muddy and stuff. We're going to give 370 Green Giant Arborvitaes to plant on HOA common area. I prepared a quick letter here to make sure, I don't know if we'll give it to the Board, and we'll make it as part of the document. *Letter attached hereto as Exhibit No. 8.*

With respect to the traffic concerns, I hear you. I'm with you. If I lived in there, I'd be the same way. The way to fix it is a simple fix, but no one wants to do it. Stop connectivity. Every development we do, there always has to be this connectivity. They limit the block lengths, they want all this connectivity. When you add connectivity, you add traffic through your community. When you limit the activity, the connectivity, you get quieter streets. That's an easy fix without putting calming devices and everything else. Change the code. And this connectivity thing came about 20 years ago when they wanted to make everything connected and they think that it reduces traffic and congestion. It doesn't. What it does is it allows a cut through for the people that learn it to run through. If you wanted one street, Northbrook or one of them, you should have run from Sam Furr to McCord one street, put your calming devices on that one street. People that live on that street know it's a boulevard and then the rest of the neighborhood doesn't get it. When you jockey everybody through the community, then you get everybody weaving through there. With respect to the speed bumps, I'm more than happy to purchase the speed bumps for the community, the temporary ones, put them in and see how that works if the Town will allow that. I don't know if there's anything else you want us to go through on the proposal.

Commissioner Quarles said in the Staff Report it shows the agreement with the screen for the Arborvitaes trees. I know when I walked through the community and I met with some of the residents and I thank you for the tour.....what color is the building? Because again, we're trying to camouflage. People don't want to see the building itself.

Mr. Palillo said it said on the plan it's white, but it was never intended to be white. It's going to either be like an earthy color, like a tan or something, or we can even go to kind of a greenish color so that you don't see it. And then once those Arborvitaes grow, it'll take about three or four years and they'll be 15', 20' so you'll just see just a little bit of the top and then with the amount of trees you have going in there and the staggering of them, you're really not going to see the building except for maybe late November when we lose leaves.....November, December, January. Typically in February you start getting your blossoms back on and by March you've got green foliage on the trees.

Commissioner Hunt said just to make sure I didn't miss it, did you agree to remove the contractor offices and accessories storage?

Mr. Palillo said yes, that never should have been there. What we did say, though, is that like a contractor's office be allowed like an office use, but not a contractor's yard where there's outdoor storage. We don't want that. I guess you can just call it an office and if the office user happens to be a contractor.....but yeah, the contractor's yard and stuff we don't want any of that.

Commissioner Bergsman said you had a letter there a couple of minutes ago.

Mr. Palillo said I threw it together real quick. We can make it a little bit more formal, but I didn't want to ask the Board to make a recommendation with a promise with not having something in writing, so we wrote something up real quick as fast as I could that says that we agree to purchase 370 6' Green Giant Arborvitaes to be planted on the HOA common area or we'll give them \$100 for each one we don't plant, and then we'll pay them \$35,000 to make the improvements to their nature trail. All of this would be paid by March 30 of next year as soon as we start the project.

Commissioner Bergsman said would you be willing to have that notarized by the end of the week.

Mr. Palillo said if someone's a notary, I'm happy to.

Commissioner Bergsman said not right now, but I meant in the short-term.

Mr. Palillo said I just wanted you to have something to give it to the staff and give it to the president of the HOA so that they don't leave here saying this guy promised us something, and people on Facebook don't trust me, so I want to make sure we've got a document here.

Commissioner Walsh made a motion to approve Rezoning Amendment Petition R24-04, Northbrook Storage, to rezone approximately 20.937 acres on Sam Furr Road from Corporate Business to Special Purpose Conditional District with the following conditions. The permitted uses for Parcels A, B, C, and D are limited to the uses listed in the Permitted Use Table recommended by the Planning staff. In addition, communications towers shall not be a permitted use. The buffer reduction modification for Parcel C is approved as shown in the plans. The corner lot frontage modification to allow a daycare playground in the front yard of Parcel A is approved as shown in the plans. The developer makes any traffic network improvements that are suggested by the NCDOT TIA, which has not been returned yet. The developer shall address all other minor staff comments in the Staff Report. In considering the petition, it is consistent with policies LU-6.1, 8.1, and EV-1.2 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to approve the petition because it is consistent with future land use implementation policies LU-6.1, 8.1, and EV-1.2.

Commissioner Quarles seconded the motion.

Mr. James said may I make one comment on that motion. In the presentation that Mr. Palillo presented, there was a question regarding Essential Services 1 and 2 and Contractor's Office with storage. That is not currently on the rezoning plan. If you would like to make that motion for those uses to be moved to Excluded, then I would ask for an amendment to that motion.

Commissioner Walsh said okay, I'll add the Essential Uses 1 and 2, I think it was, and the Contractor's Office and storage.

Commissioner Dumas said I believe every single one of us walked the neighborhood and met with several neighbors and I just want to thank the neighbors for their respectfulness and their engagement through this process. While the traffic is definitely an issue and something that we need to consider.....just a little history on this, it wasn't that long ago that entire neighborhood was zoned as Commercial. Would I have approved a neighborhood right off of a major thoroughfare like this? I don't know, but it is our responsibility to make sure that every road is safe. And so we're going to continue that discussion. To me, this is separate from the development use. When we met with residents, I asked the question or I specifically asked or mentioned that this is the opportunity to determine and to influence the way these businesses will be because they're coming, something's coming. Do you want warehouse or do you want something a little bit different? I just think that this was an all-around success. While I know several aren't happy with the fact that something's coming, it's already zoned for something and this was your opportunity to influence and you did. You spoke up, you worked with us, and I'm just really impressed by the neighbors in this neighborhood and thank you for your engagement again. I want to say thank you to Commissioner Walsh for taking lead on our team to have those conversations and to be the middle person. I will be voting in favor of this.

Commissioner Quarles said I somewhat want to piggyback on Commissioner Dumas. I want to thank each resident who emailed us. I thank the residents who met with Commissioner Rivers and myself in your community. I thank the gentleman who walked me through the community as I put on my Air Force boots walking through the trail. You really educated me on a lot back there and I thank you. I want to thank Mr. Palillo. I want to thank Commissioner Walsh. You truly showed your leadership. When this proposal was first initiated there was a lot of nasties in this proposal. This proposal tonight is not what was originally presented. As one of the speakers said tonight, the community is pleased with the outcome, with the exception of the road issues. And trust us, we're going to work on the road issues. We hear you loud and clear. You've heard every commissioner tonight talk about the road issues and we understand that and we will take that serious. For those of you who do not know, Mr. Palillo, I think this right here is the way that projects that I call are not in my backyard projects should be handled. You worked with the staff. It wasn't what you presented to us originally. You worked with Commissioner Walsh, you worked with the neighbors, you made the adjustments. In addition to making adjustments, you offered things that they didn't even ask for. You offered to fix their walking trail, you offered \$35,000 and additional trees. You're even agreeing to change the color of your building just to camouflage it. I want to thank you for that. Again, that's my spiel. Again, we hear you as it relates to the traffic. I want to thank this community for your professionalism. You guys were extremely professional and we thank you. You have our contact information and you know that we will respond to emails and we will park our cars and walk and meet with you. We won't run away from those type of things and I pray that we can move forward with future projects in Huntersville the way we've done with this project here. I will be voting in favor.

Commissioner Hunt said I don't want to be a broken record, so I'm going to keep this really brief. I'm not a fan of modifying buffers, so I'm grateful that the developer is willing to plant some evergreen trees to

help create that buffer. Thank you to Will and Ed and Robyn for taking us for a tour in the neighborhood and for working with your HOA, Town staff and with us. And then thanks to everyone who was willing to negotiate and to come up with something that everyone can be proud of.

Commissioner Bergsman said most of what I wanted to say has already been said. I just want to add, I had said to a few of the neighbors when I went out and walked that a lot of times that even though a compromise has been reached, when everyone's a little bit unhappy with the result, that you walk away with some of what you wanted and a little bit of what you didn't want. And I feel that's kind of where we are now, in a better spot though than I thought it would be. I, like Mayor Pro-Tem Hunt, am not a fan of modifying buffers. That is one aspect that I wish there was another way that this project could go forward without having that modification, but I recognize the difficulties with the land and the shapes. Ultimately, I feel that this was handled very professionally, respectfully and with the input of the community, and I will be voting yes.

Commissioner Rivers said I've been pretty quiet tonight. I want to take this opportunity to thank all of the residents for coming out and speaking and speaking up for your community. That's important. What I will say is to Jake, thank you for being a developer that listens. I know what it feels like to be in a community where there was a developer who came in and did not hear the residents. So, thank you for that. My concern, as well as your concern as the residents, was the traffic increase. And again, I know about that all too well. I want to commit to ensuring that the traffic issue is null and void in your community as it is in a lot of other growing communities. We do as a staff need to look at our processes a little closer just to ensure that our residents are safer. I'd rather for us to be proactive and not reactive. So again, thank you all so much for just coming out, speaking up and being a voice for your community.

Commissioner Walsh said rezoning of any kind takes months to go through the process. It starts with plan submissions, onto the neighborhood meetings, public hearings, and then onto the Planning Board for consideration. In this case, it took an extra month due to a deferral. It finally comes to the Town Board, as it did this evening, for a decision. I also want to thank the representatives of the HOA from both Northbrook and Oak Farm for their positive communications with the Town Board and the developer during the process. Working together in a spirit of cooperation we found a way to make this commercial development better. Not everyone got what they wanted and that was to be expected. Everyone gave a little and that's how it should work. I think everyone looked for a way to create a win-win situation. In this case, the developer even volunteered to give \$35,000 to the Northbrook HOA to help with their trails, which had nothing to do with this rezoning. Huntersville will continue to grow and attract new residents and businesses. When we work together, we truly make Huntersville a great place to live, work and play.

Mayor Clark called for the vote to approve Petition #R24-04.

Motion carried unanimously.

Mayor Clark called for a 5-minute recess.

Resolution – Acquire Property for Gilead Road West. Stephen Trott, Director of Engineering, said the next item up is a Resolution to acquire property by process of eminent domain for two parcels which are necessary for the construction of the Gilead Road West Project. *Refer to PowerPoint attached hereto as Exhibit No. 9.*

Just a reminder the Gilead Road West project is to widen Gilead Road to four-lane divided, add sidewalk, bike lanes. Where we are in the project is right-of-way acquisition. That's why we're here. We're hoping if we can get through right-of-way acquisition soon that we can get started on construction next summer. There's the current project estimated cost, and we've spent roughly over \$2 million to date on the project.

When we do property acquisition, we try to settle with folks. But unfortunately, sometimes there's circumstances where we're not able to. We do an appraisal to try to determine that valuation if property owners are significantly different. An example would be if the appraisal comes back saying the value of property is \$1,000 and the owner's counteroffer is \$1,000,000 and they're firm on that, then I'm going to guess we're not going to settle. But that's just one of the scenarios. Sometimes property owners just don't respond. We try to reach out to them, mail them, show up in person, call and they're just nonresponsive. Sometimes people are nonresponsive because they don't want to answer or they could just be out of town, out of the country. But the project is pretty much on hold until we acquire all those properties. There's a couple of properties here that we're unable to negotiate and settle and so the request is to use eminent domain on those couple of properties on this project.

Commissioner Bergsman said I just have a comment, not a question, but I just want to say that when we were asked to use the statutory power of eminent domain, it's something that we all take seriously and involves a delicate balance between our community's needs and individual property rights. I believe it's our responsibility to be judicious in applying this power, ensuring we act in the public's best interest while being as fair and transparent as possible. This resolution authorizes the acquisition of the remaining parcels necessary for the Gilead Road widening project. It's about making critical transportation infrastructure improvements that will benefit everyone. The Gilead Road West project includes widening Gilead Road from two to four lanes with a median from approximately the McCoy Road intersection to Wynfield Creek Parkway. It also includes improving or adding sidewalks and bike lanes on both sides of the road to address critical safety and connectivity issues.

The project is aligned with multiple aspects of the 2040 Community Plan, including Policy T-3 Improving Street and Multimodal Connectivity, and T-4 Improving Safety for Motorists, Pedestrians and Bicyclists. Improving sidewalks and adding bike lanes will make it safer for pedestrians and cyclists while the road expansion improves traffic flow for motorists. The project is also aligned with Policy T-6 and will help ease the congestion of a known traffic hotspot. I understand that this process can be difficult for property owners, especially when they're affected so closely, and I do empathize with those who are directly impacted.

Commissioner Bergsman made a motion to adopt Resolution R-2024-30 to acquire property necessary for the construction of the Gilead Road West Project.

Commissioner Rivers seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 10.

Resolution – Acquire Property for Beatties Ford/Gilead Project. Stephen Trott, Director of Engineering, said Beatties Ford at Gilead Project, that's one where we'll add some turn lanes and a traffic signal out at

the intersection of Beatties Ford Road and Gilead Road. *Refer to PowerPoint attached hereto as Exhibit No. 11.* If you drive out there during peak times of the day, you're probably not driving fast, you're probably sitting there a lot. We are trying to get the project underway next summer. On the agenda tonight are three parcels we're unable to settle on, so the request is to use eminent domain to settle those three parcels.

Commissioner Quarles made a motion to adopt the Resolution to acquire property necessary for the construction of the Beatties Ford/Gilead Road Project.

Commissioner Hunt seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 12.

CLOSING COMMENTS

Commissioner Rivers said I wanted to say happy homecoming to my alma mater North Mecklenburg High School who's celebrating their homecoming this week, as well as my college alma mater, North Carolina A&T State University in Greensboro, and to one of the oldest churches here in the town of Huntersville, St. Phillip Missionary Baptist Church just celebrated 148 years of existence, so I wanted to congratulate them all on their homecoming, and I just wanted us to all have a great evening. I have been under a lot of scrutiny, and I wasn't going to speak on it, but my heart has decided to go for it. But the past couple of maybe 48 hours Pottstown has been under a lot of scrutiny for having a political party come out and give some information just on early voting because for the first time ever, David B. Waymer will be hosting early voting and so they wanted to just come and raise awareness. But I wanted to apologize to the Pottstown community because the scrutiny doesn't come to you all. It's about me. And I sit here, and I hold this position with such great regard because I am representing you, so I wanted to apologize publicly to my community and to the Pottstown Heritage Group for receiving such scrutiny because it is not directed towards you, it is directed towards me.

Commissioner Hunt said since I'm on the HFFA committee, I just wanted to share that this Saturday there's a dance event at 10:30, so put on your dancing shoes and come dance with us.

Commissioner Quarles said I, too, was not going to mention anything about the Pottstown situation, but I'm just going to make this comment to Commissioner Rivers, members of Pottstown and Commissioner Rivers, who I know to be a Christian. Take these words. Proverbs 26:4-5. and I know you answered to one of the comments. So Proverbs 26:4-5 don't answer to the foolish arguments of fools or you become as foolish as they are.

Commissioner Bergsman Commissioner Rivers, I do just want to say we stand with you and I also, when folks have a problem with us and any decisions that we made, they need to come to us, not to a community. And I think it was abhorrent what was said in the last couple of days. Now my last thing is, I want to mention it, yesterday was Indigenous People's Day, a day to celebrate and honor the invaluable contributions and resilience of our area's first inhabitants and the tribal nations that continue to thrive today. I want to take a moment to honor and acknowledge the indigenous communities that lived on this land long before us, including the Catawba, the Sugeree, and the Cheraw people. Their rich history

and culture are deeply woven into the fabric of our region. And it's important that we continue to recognize and respect their contributions both past and present. Let us reflect on the significance of this day and commit to honoring the legacy and resilience of indigenous peoples.

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

Approved this the ____ day of _____, 2024.

DRAFT



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: David Lucore, Electric System Manager

Subject: Southern States, LLC Contract

EXPLAIN REQUEST:

Approve purchase contract with Southern States, LLC for the purchase of substation equipment needed for the new electric substation.

ACTION RECOMMENDED:

Approve purchase contract

FINANCIAL IMPLICATIONS:

\$111,500

ATTACHMENTS:

1. Southern States Purchase Contract_\$111,500_2024-10-14_SFO81281pdf



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

CONTRACT FOR GOODS

SELLER: Southern States, LLC
30 Georgia Avenue
Hampton, Georgia 30228
Sarabel Amador
s.amador@southernstatesllc.com

PROJECT: Delivery #4 Substation
SITE Hwy. 73
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 Southern States, LLC located at 30 Georgia Avenue, Hampton, Georgia 30228 (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 _____ day of _____, 20____.

Seller

Town of Huntersville

Name: **Southern States, LLC**

Name of Seller (type or print)

Town Manager

By: _____



(Signature)

Attest: _____

Town Clerk

Title: **Regional 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)

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.
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. **Intentionally Left Blank.**
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 #4 115 kV Circuit Switcher per Proposal Number SFO81281-1

EXHIBIT D- FEE SCHEDULE

115 kV Circuit Switcher, freight, and a field check of Owner installation
included \$111,500.00.

Southern States, LLC	10/14/2024
Company Name	Date

Sarabel Amador	Regional Sales Manager
Print Name	Title


Signature

BID SUMMARY

AGENT: DAVID LUCORE, ELECTRIC SYSTEMS MANAGER, ELECTRICITIES OF NC, INC.

COMPANY

	Southern States, LLC	TEMA		
DELIVERY # 4 CIRCUIT SWITCHER	\$111,500.00	\$101,782.00		
Lead Time	65-66 Weeks	82-86 Weeks		

--



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: David Lucore, Electric System Manager

Subject: Appropriate Electric fund balance for Lodges at Stumptown

EXPLAIN REQUEST:

Approve budget amendment appropriating Electric Fund balance for \$700,000 for Lodges of Stumptown development and appropriate \$350,000 to Material Expense (358100.0512.35096) and \$350,000 to labor expense (358100.0511.35096).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Decrease Electric fund balance by \$700,000.

ATTACHMENTS:

None



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney
Jim Dotoli, Fire Chief

Subject: Resolution - Private Sale of Surplus Fire Truck

EXPLAIN REQUEST:

An item on the August 6, 2024 agenda declared this same truck surplus, but required a minimum bid amount that was not met. An item on the September 17, 2024 agenda set an auction without a minimum bid threshold, however, the truck received no bids. Therefore, this item declares the same truck surplus and allows the Town to sell it by private sale. The vehicle was replaced in August 2024 with a new unit following the HFD truck replacement schedule of replacing apparatus over 20 years of age.

ACTION RECOMMENDED:

Adopt Resolution.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Notice of private sale personal property 10-21-24



RESOLUTION OF THE TOWN OF HUNTERSVILLE AUTHORIZING THE PRIVATE SALE OF SURPLUS PROPERTY

Resolution No. R-2024-34

WHEREAS, the Town of Huntersville owns a fire truck (the "Vehicle") further described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Vehicle is surplus property, which the Town desires to sell by private sale; and

WHEREAS, section 7.2 of the Town of Huntersville's Charter permits the Town to sell personal property by private sale; and

WHEREAS, the Town of Huntersville Board of Commissioners (the "Town Board") now desires to authorize the sale of the Vehicle by private sale.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board hereby declares the Vehicle surplus property.
2. The Town Board authorizes the Town Manager or his designee to sell the Vehicle described in Exhibit "A" by private sale, and, acting upon the advice of legal counsel, to take actions necessary to execute the sale of the Vehicle without further Town Board action.
3. The notice attached hereto as Exhibit "B" and incorporated herein by reference shall be published a minimum of ten (10) days prior to the sale on the Town's website.
4. The Town reserves the right to withdraw the Vehicle from sale at any time.

Adopted this 4th day of November, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

PUBLIC NOTICE

SALE OF TOWN SURPLUS PERSONAL PROPERTY BY PRIVATE SALE

The Town of Huntersville Board of Commissioners passed a resolution on November 4th, 2024, authorizing the private sale of a fire truck, described further below. The Town reserves the right to remove the vehicle from sale at any time.

Any questions regarding this sale, contact: CJ Auten, Battalion Chief, at 704-912-7402 or cauten@huntersville.org.

Surplus Item:

1) **2002 Spartan Marion Engine**

Vin#: 4S7AU41992C043006

Mileage: Approx. 66,563

Pump Hours: Approx. 4,222

View at: 13423 Eastfield Road, Huntersville, NC 28078



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Reese Blvd at Vanstory Drive Contract

EXPLAIN REQUEST:

Resolution to accept Reese Blvd at Vanstory Dr Construction contract. This includes adding a left turn lane along Vanstory Dr along with minor grading and mill & overlay.

ACTION RECOMMENDED:

Approve contract.

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. Exhibit A - Reese at Vanstory Informal Bid
2. Reese at Vanstory Signed Contract CBL
3. Bond for Contract



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE REESE AT VANSTORY CONSTRUCTION CONTRACT

Resolution No. R-2024-33

WHEREAS, the Town of Huntersville proposes to enter into a construction services agreement for the Reese at Vanstory Project (the "Project"); and

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

WHEREAS, the Town now desires to enter into a construction services agreement with Country Boy Landscaping, (the "Agreement"), the Agreement being attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and awards the Project to Country Boy Landscaping, the lowest responsive responsive bidder.
2. The Agreement for the project attached hereto as Exhibit A is approved.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution, including signing the Agreement and any related documents; and
4. This Resolution shall be effective as of the date of its adoption.

Adopted this 4th day of November, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Exhibit A

Reese Blvd at Vanstory Dr

Line No.	Item	Unit	Qty.	Country Boy Landscaping		Church Brothers Grading		Smith-Rowe LLC	
				Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount
1	Mobilization	LS	1	\$70,000.00	\$70,000.00	\$55,000.00	\$55,000.00	\$62,800.00	\$62,800.00
2	Construction Surveying	LS	1	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
3	Grading	LS	1	\$133,000.00	\$133,000.00	\$160,000.00	\$160,000.00	\$136,750.00	\$136,750.00
4	Clearing and Grubbing	LS	1	\$16,000.00	\$16,000.00	\$21,500.00	\$21,500.00	\$16,000.00	\$16,000.00
5	Incidental Stone Base	Ton	50	\$0.01	\$0.50	\$100.00	\$5,000.00	\$85.00	\$4,250.00
6	Milling Asphalt Pavement, 1.5" Depth	SY	400	\$9.00	\$3,600.00	\$21.00	\$8,400.00	\$35.00	\$14,000.00
7	Asphalt Conc Base Course, Type B25.0C	Ton	195	\$95.00	\$18,525.00	\$115.00	\$22,425.00	\$125.00	\$24,375.00
8	Asphalt Conc Intermediate Course, Type I19.0C	Ton	95	\$95.00	\$9,025.00	\$115.00	\$10,925.00	\$125.00	\$11,875.00
9	Asphalt Conc Surface Course, Type S9.5C	Ton	105	\$125.00	\$13,125.00	\$115.00	\$12,075.00	\$150.00	\$15,750.00
10	Asphalt Binder for Plant Mix	Ton	40	\$900.00	\$36,000.00	\$950.00	\$38,000.00	\$910.00	\$36,400.00
11	1'-6" Concrete Curb and Gutter	LF	260	\$75.00	\$19,500.00	\$90.00	\$23,400.00	\$100.00	\$26,000.00
12	4" Concrete Island Cover	SY	60	\$220.00	\$13,200.00	\$200.00	\$12,000.00	\$176.00	\$10,560.00
13	Traffic Control	LS	1	\$50,000.00	\$50,000.00	\$66,000.00	\$66,000.00	\$85,000.00	\$85,000.00
14	Striping	LS	1	\$16,450.00	\$16,450.00	\$19,000.00	\$19,000.00	\$19,890.00	\$19,890.00
15	Permanent Signs	LS	1	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
16	Erosion Control	LS	1	\$8,200.00	\$8,200.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
	Subtotal				\$419,625.50		\$485,525.00		\$495,650.00
	Contingency 5%				\$20,981.28		\$24,276.25		\$24,782.50
				Total Construction Cost	\$440,606.78	Total Construction Cost	\$509,801.25	Total Construction Cost	\$520,432.50



REQUEST FOR INFORMAL, COMPETITIVE BIDS

The Town of Huntersville will receive informal bids for the Reese Blvd at Vanstory Turn Lane Project until 2:00pm on Friday, September 20, 2024. All bids should be sent to Kevin Fox at kfox@huntersville.org. Notification of the apparent low bidder will be emailed to all bidders.

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

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

Eian Fowler, PE
Town Construction Engineer
Town of Huntersville

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CONTRACT PROPOSAL

PROJECT: Reese Blvd at Vanstory Turn Lane

LOCATION OF THE WORK: Reese Blvd at Vanstory Drive

TYPE OF WORK: Turn Lane

BIDS MUST BE RECEIVED BY: Friday September 20, 2024, by 2:00 p.m.

EMAIL ADDRESS FOR BID SUBMISSION: dfox@huntersville.org

DATE OF AVAILABILITY & COMPLETION: October 1, 2024 to December 15, 2024

Notice: All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina, which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board.

Country Boy Landscaping Inc. 107108
NAME OF BIDDER N.C. CONTRACTOR'S LICENSE NUMBER

P.O. Box 290 Harmony, NC 28634
ADDRESS OF BIDDER

[Signature]
SIGNATURE OF BIDDER

Reese Blvd at Vanstory Turn Lane Project

1.0 INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

The Project being placed out for bid by the Town of Huntersville is the Reese Blvd at Vanstory Turn Lane project as shown on Exhibit A and B to this Contract Proposal. By submitting a bid, the Bidder agrees to provide the labor, services, equipment, and materials needed to complete the Project. All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- 1.1 Standard Specifications. Those provisions of North Carolina Department of Transportation 2024 Standards for Roads and Structures ("Standard Specifications") specifically referenced in Section 2.0 of this Contract Proposal are incorporated herein by reference and shall be considered a part of the Contract. Divisions 2 through 17 of the Standard Specifications for Roads and Structures which are applicable to the Work being performed as part of the Project shall be considered as part of the Project Specifications and are hereby incorporated by reference as part of the Contract. To the extent that the terms of the Contract Proposal modify the terms of the Standard Specifications or the extent that there is a conflict between the terms of the Contract Proposal and the Standard Specifications, the terms of the Contract Proposal shall control.
- 1.2 BIDDERS MUST INCLUDE SALES TAXES, IF ANY IS EXPECTED TO BE PAID IN PERFORMANCE OF THE WORK, IN UNIT PRICING.
- 1.3 All entries on the bid form, including signatures, shall be written in ink.
- 1.4 The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places*****
- 1.5 An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
- 1.6 The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 1.7 The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)

- 1.8 Bids submitted by corporations shall bear the seal of the corporation.
- 1.9 The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 1.10 The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 1.11 Withdrawal of bids shall be governed by N.C.G.S. § 143-129.1.
- 1.12 The successful bidder will be required to sign the Contract within ten (10) consecutive days of the award, or otherwise forfeit their bid deposit.

THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS (TOWN BOARD) RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS FOR ANY REASON, AT ANY TIME, AND TO WAIVE MINOR INFORMALITIES

2.0 PROJECT SPECIAL PROVISIONS - GENERAL

The Project being placed out for bid by the Town of Huntersville is the Reese Blvd at Vanstory Turn Lane project as shown on Exhibit A and B to this Contract Proposal. The Contractor agrees to provide the labor, services, equipment, and materials needed to complete the Project. The Project will be performed in accordance with the North Carolina Department of Transportation 2024 Standard Specifications for Roads and Structures, including but not limited to Division 6, Asphalt Pavements, as modified in the Project Special Provisions - Roadway, contained in this Contract Proposal.

All work and materials shall be in accordance with the provisions of this Contract Proposal, the Project Special Provisions, the North Carolina Department of Transportation 2024 Standard Specification for Roads and Structures (but only as specifically referenced in the Contract Documents), the North Carolina Department of Transportation 2024 Roadway Standard Drawings as applicable to the Work, and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as applicable to the Work.

The Contractor shall keep himself fully informed of all Federal, State, and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the 2024 Standard Specifications for Roads and Structures.

The bid form furnished by the Town of Huntersville with the proposal shall be used and shall not be altered in any manner. All papers bound with the proposal, including but not limited to the bid form, are necessary parts thereof and shall not be detached from the proposal, taken apart from the proposal, or altered. The proposal includes the printed contract forms and signature sheets for execution by both parties to the contract, once awarded and approved by the Town Board of Commissioners. If the proposal is accepted and the award is made, the contract is valid only after approval by the Board of Commissioners for the Town of Huntersville, when signed either by the Huntersville Town Manager or such other person as may be designated to sign for the Town of Huntersville, and when pre-audited in the manner required by the North Carolina Local Government Fiscal Control Act. The conditions and provisions herein cannot be changed except over the signature of the said Town Manager.

Before submitting his bid, the Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the owner in conjunction with the project construction. The Contractor shall consider in his bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown in the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the contract.

Submission of a bid shall be deemed a certification by the Contractor that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducement from any other supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of moneys, services or anything of more than normal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of quotations. The Town of Huntersville may, at its discretion, increase or decrease the quantity or any item or portion of the work for any reason.

Any increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.

The following articles of the North Carolina Department of Transportation 2024 Standard Specifications for Roads and Structures (the “Standard Specifications”) shall apply to the bidding process, bid evaluation, and contract award. To the extent that the provisions of the Standard Specifications conflict with these Instructions to Bidders, or with the Special Provisions, the order of priority in interpreting the requirements for the bidding process, bid evaluation and contract award shall be first, these Instructions to Bidders, second the Special Provisions, and third the Standard Specifications:

101-1 GENERAL

101-2 ABBREVIATIONS

101-3 DEFINITIONS

102-1 INVITATION TO BID

102-5 INTERPRETATION OF QUANTITIES IN PROPOSAL

102-6 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK

102-8 PREPARATION AND SUBMISSION OF BIDS (excluding (B) Electronic Bids)

102-10 BID BOND OR BID DEPOSIT (excluding all references to electronic bids and electronic bid bonds.)

102-11 DELIVERY OF BIDS (excluding all references to electronic bids and electronic bid bonds)

102-12 WITHDRAWAL OR REVISION OF BIDS (excluding (B) Electronic Bid)

102-13 RECEIPT AND OPENING OF BIDS (excluding (A) and all references to electronic bids and unbalanced bids)

102-14 REJECTION OF BIDS (excluding (A) State Funded Projects and (B) Federal Aid Projects, all references to unbalanced bids, and all references to electrical, plumbing, heating and air condition and refrigeration contracting.)

103-1 CONSIDERATION OF BIDS

103-2 CORRECTION OF BID ERRORS (excluding phrase “and correct apparent clerical errors and omissions” in the opening paragraph, and excluding (A) (4) and (A) (5)))

103-5 CANCELLATION OF AWARD

103-6 RETURN OF BID BOND OR BID DEPOSIT

103-7 CONTRACT BONDS

103-8 EXECUTION OF CONTRACT

103-9 FAILURE TO FURNISH CONTRACT BONDS

SECTION 104, SCOPE OF WORK, INCLUDING ONLY THE FOLLOWING:

104-1 INTENT OF CONTRACT

104-2 SUPPLEMENTAL AGREEMENTS

104-3 ALTERATIONS OF PLANS OR DETAILS OR CONSTRUCTION

104-4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

104-5 OVERRUNS AND UNDERRUNS OF CONTRACT QUANTITIES (excluding the second paragraph of (A) excluding (B), (C) and (D))

104-6 ELIMINATED CONTRACT ITEMS

104-7 EXTRA WORK

104-9 DISPOSITION OF SURPLUS PROPERTY

104-10 MAINTENANCE OF THE PROJECT

104-11 FINAL CLEANING UP

SECTION 105, CONTROL OF WORK, INCLUDING ONLY THE FOLLOWING:

105-1 AUTHORITY OF THE ENGINEER (excluding reference to 102-15)

105-2 PLANS AND WORKING DRAWINGS

105-3 CONFORMITY WITH PLANS AND SPECIFICATIONS

105-4 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

105-5 COOPERATION BY CONTRACTOR

105-7 COOPERATION BETWEEN CONTRACTORS

105-8 COOPERATION WITH UTILITY OWNERS

105-9 CONSTRUCTION STAKES, LINES AND GRADES

105-10 AUTHORITY AND DUTIES OF THE INSPECTOR

105-11 INSPECTION OF THE WORK

105-12 UNAUTHORIZED WORK

105-13 LIMITATIONS OF OPERATIONS

105-14 NIGHT WORK

105-16 FAILURE TO MAINTAIN THE PROJECT OR PERFORM EROSION CONTROL WORK

105-17 INSPECTION AND ACCEPTANCE

SECTION 106, CONTROL OF MATERIAL, INCLUDING ONLY THE FOLLOWING:

106-1 GENERAL REQUIREMENTS (excluding (B) Domestic Steel)

106-2 SAMPLES, TESTS AND CITED SPECIFICATIONS

106-3 CONTRACTOR FURNISHED CERTIFICATION

106-4 DELIVERY AND HANDLING OF MATERIALS

106-5 STORAGE OF MATERIALS

106-6 INSPECTION AT SOURCE

106-7 SCALES AND PUBLIC WEIGHMASTER

106-8 DEPARTMENT FURNISHED MATERIAL

106-9 DEFECTIVE MATERIAL

106-10 DENSITY DETERMINATION BY NUCLEAR METHODS.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC, INCLUDING ONLY THE FOLLOWING:

107-1 LAWS TO BE OBSERVED

107-3 PERMITS AND LICENSES

107-4 PATENTED DEVICES, MATERIALS AND PROCESSES

107-5 ENCROACHMENT ON RIGHT-OF-WAY

107-7 SANITARY PROVISIONS

107-8 PUBLIC CONVENIENCE AND SAFETY

107-9 COORDINATION WITH RAILWAY

107-10 WORK IN, OVER OR ADJACENT TO NAVIGABLE WATERS

107-11 PROTECTION AND RESTORATION OF PROPERTY

107-12 CONTROL OF EROSION, SILTATION AND POLLUTION

107-13 PROTECTION OF PUBLIC LANDS

107-14 RESPONSIBILITY FOR DAMAGE CLAIMS

107-16 OPENING SECTION OF PROJECT TO TRAFFIC

107-17 CONTRACTOR'S RESPONSIBILITY FOR WORK

107-18 FURNISHING RIGHT OF WAY

107-19 PERSONAL LIABILITY OF PUBLIC OFFICIALS

107-20 WAIVER OF LEGAL RIGHTS BY THE DEPARTMENT

107-21 SAFETY AND ACCIDENT PROTECTION

107-22 WAGES AND CONDITIONS OF EMPLOYMENT

107-23 LIABILITY TO THIRD PARTIES

107-25 HAZARDOUS, CONTAMINATED AND TOXIC MATERIAL

107-26 FINES AND LEVIES AGAINST THE DEPARTMENT

SECTION 108 PROSECUTION AND PROGRESS, INCLUDING ONLY THE FOLLOWING:

108-1 GENERAL

108-2 PROGRESS SCHEDULE

108-3 PRECONSTRUCTION CONFERENCE

108-4 CONSTRUCTION CONFERENCES

108-5 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

108-6 SUBLETTING OF CONTRACT (excluding reference to N.C.G.S. § 136-29, and to disqualification from further bidding as per 102-15.)

108-7 TEMPORARY SUSPENSION OF THE WORK

108-8 FAILURE TO MAINTAIN SATISFACTORY PROGRESS (excluding reference to the Prequalified Bidders List)

108-9 DEFAULT OF CONTRACT

108-10 CONTRACT TIME AND INTERMEDIATE CONTRACT TIME.

108-11 LIQUIDATED DAMAGES

108-12 EXTENSION OF CONTRACT TIME AND APPORTIONMENT OF LIQUIDATED DAMAGES.

108-13 TERMINATION OF CONTRACT

103-14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

SECTION 109 MEASUREMENT AND PAYMENT, INCLUDING ONLY THE FOLLOWING:

109-1 MEASUREMENT OF QUANTITIES

109-2 SCOPE OF PAYMENT

109-4 PARTIAL PAYMENTS (excluding (C) Unbalanced Bids)

109-5 PAYMENT FOR MATERIAL TO BE USED IN THE WORK

109-6 PAYMENT FOR LEFTOVER MATERIALS

109-7 COMPENSATION PAID AT CONTRACT PRICES

109-8 FUEL PRICE ADJUSTMENTS

109-9 FINAL PAYMENT

109-10 DOCUMENTS REQUIRED FOR THE PROCESSING OF THE FINAL PAYMENT

109-11 INTEREST ON FINAL PAYMENT

SECTION 150 MAINTENANCE OF TRAFFIC

Whenever the terms of the Contract Proposal or any of the contract documents, reference the Standard Specifications, the intended meaning of the terms below shall be as follows:

"State", "Department", or "Department of Transportation" shall be replaced by the words "Town of Huntersville".

"Board" or "Board of Transportation" shall be replaced with the words "Town of Huntersville".

"Engineer", "Resident Engineer", or "District Engineer" shall be replaced by the "Town Engineer or his/her duly authorized representative".

"Sampling and testing by Department" shall be replaced by the words "inspection by the Town of Huntersville or its duly authorized representative".

"Inspection by Department" shall be replaced by the words "Inspection by the Town of Huntersville or its duly authorized representative".

2.0.1 Definitions

Definitions contained within the Standard Specifications in 101-3 DEFINITIONS shall apply, except to the extent they are modified by the terms of the Contract Proposal, in which case the Contract Proposal shall control.

2.0.2 Other Definitions

“Contract” The Contract shall consist of the following documents:

The Invitation to Bid, including any and all Addenda.

The Bid Bond

The Contract Proposal, including all third-party documents referenced in the Contract Proposal, attachments to the Contract Proposal, and all Addenda.

The Town Standard Construction Services Contract, attached hereto as Exhibit C.

The Bidding documents submitted by the successful bidder.

The Payment and Performance Bonds

“Addendum (Addenda) - written modifications to the Contract documents made and distributed prior to the Bid Opening.

“Contractor” Contractor shall mean the successful bidder with whom the Town enters into the Contract for performance of the Work.

“Town” Town means the Town of Huntersville, North Carolina, a municipal corporation.

“Project” The Project is the Reese Blvd at Vanstory Turn Lane Project Improvements shown on Exhibits A.

2.1 AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Town Construction Engineer / Director of Public Works for the Town of Huntersville, acting directly or through his/her duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His/her decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the 2024 Standard Specifications for Roads and Structures.

2.2 CONTRACTOR QUALIFICATION

The Contractor shall be properly licensed in accordance with applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board.

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be qualified in the work items in the prime contractor’s construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

2.3 AWARD & EXECUTION OF CONTRACT AND NOTICE TO PROCEED

The award of contract, if made, will be made based on the lowest, responsive, responsible bidder, taking into account quality, performance and time for performance specified in the Proposal. The apparent low bidder will be notified that they are the apparent low bidder. If the apparent low bidder is determined to be a responsible bidder, the apparent low bidder will be notified that his/her quotation has been accepted.

The Town of Huntersville will award the contract conditioned upon funds being available for construction and other governmental approvals as may be required. The Town of Huntersville reserves the right to terminate or suspend the contract in whole or in part if funds will not be available for payment of all or a part of the work to be performed during a fiscal year. In the event of termination of contract, the contractor shall be given a written notice of termination at least sixty (60) days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with contract specifications.

The successful Bidder will be required to enter into the Town's Standard Form Contract, included as part of this Project, and must execute the Contract no later than ten (10) consecutive calendar days following the Award from the Town. Failure of a Bidder to execute the Contract within said ten (10) day period shall result in the forfeiture of the bidder's bid bond as described below.

A Notice to Proceed will be issued to the successful bidder upon receipt of a fully executed contract, bonds, insurance certificates, and any other documents required by the terms of the contract.

2.4 SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of this contract or any portion thereof; or his/her right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the 2024 Standard Specifications for Roads and Structures. The Contractor will not be permitted to sublet more than sixty percent (60%) of the total contract amount.

2.5 INDEMNIFICATION

To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless the Town of Huntersville and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the Town of Huntersville or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

2.6 BID SECURITY REQUIREMENTS

A Bid Security is required in accordance with Article 102-10 of the 2024 Standard Specifications for Roads and Structures.

2.7 INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall not close or narrow a lane of traffic, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

Holiday and Holiday Weekend Lane Closure Restrictions

- For unexpected occurrence that creates unusually high traffic volumes, as directed by the Engineer.
- For New Year's Day, between the hours of 6:00 A.M. December 31st and 9:00 A.M. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 A.M. the following Tuesday.
- For Easter, between the hours of 4:00 P.M. Thursday and 9:00 A.M. Monday.
- For Memorial Day, between the hours of 4:00 P.M. Friday and 9:00 A.M. Tuesday.
- For Independence Day, between the hours of 6:00 A.M. the day before Independence Day and 9:00 A.M. the day after Independence Day. If Independence Day is on a Friday, Saturday, Sunday, or Monday, then between the hours of 6:00 A.M. the Thursday before Independence Day and 9:00 A.M. the Tuesday after Independence Day.
- For Labor Day, between the hours of 4:00 P.M. Friday and 9:00 A.M. Tuesday.
- For Thanksgiving Day, between the hours of 6:00 A.M. Tuesday and 9:00 A.M. Monday.
- For Christmas, between the hours of 4:00 P.M. the Friday before the week of Christmas Day and 9:00 A.M. the following Tuesday after the week of Christmas Day.

2.8 MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the 2024 Standard Specifications for Roads and Structures and the Department's "Materials and Tests Manual." However, the Engineer may reduce the frequency of sampling and testing where he/she deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

All quantity tickets for items not measurable in place shall be submitted to the Engineer within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the contractor or his/her authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of the delivery and submittal of tickets to the Engineer.

2.9 BASIS OF PAYMENTS, CLAIMS, AND RETAINAGE

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery and tools, materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Town of Huntersville and shall identify streets for which payment is being requested. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. An amount equal to five percent (5%) of the total amount due on the partial pay estimate can be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection. Retainage shall be in accordance with N.C.G.S. § 143-134.1.

2.10 TAXES AND LICENSES

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing Town of Huntersville contracts. Use tax is also due on construction equipment brought into North Carolina for use in the performance of Town of Huntersville contracts (NC Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable privilege licenses (NC Revenue Laws, G.S. 105-54). Contractors are also liable for payment of applicable franchise, corporate income, license, and withholding taxes (NC Revenue Laws, G.S. 105-122, G.S. 105-23, G.S. 105-134 and G.S. 105-163.2).

Contractor shall provide certification that all taxes were paid in accordance with the above listed statutes with each payment request. The certification shall be signed by a company officer and certified by a Notary Public.

2.11 UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of forty-eight (48) hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his/her representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of construction personnel and the public. Utilities damaged by the Contractor due to his/her negligence will be repaired at the Contractor's expense.

2.13 SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one (1) permanent employee who shall have the authority and capability for overall responsibility of the project and

who shall be personally available at the work site within a twenty-four (24) hour given notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one (1) competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract, and plans; and receiving and carrying out directions from the Engineer or his/her authorized representatives. He/she shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his/her option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

Notwithstanding anything in the Contract Documents to the contrary, the Contractor is an independent contractor, and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.

2.14 PAYMENT AND PERFORMANCE BONDS

The contractor will be required to execute both a payment bond and a performance bond in accordance with G.S. 44A-26. The contractor, by the execution of the award, shall provide the Town of Huntersville with a contract payment bond and a contract performance bond each in an amount equal to one hundred percent (100%) of the amount of the contract. The corporate surety furnishing the bonds shall be authorized to do business in the State. The contractor's failure to provide acceptable bonds by the execution date of the award shall be just cause for rescinding the award of the contract.

Payment Bonds

The successful bidder will be required to submit to the Town a Payment Bond in form attached to this Contract Proposal as Exhibit D.

Performance Bonds

The successful bidder will be required to submit to the Town a Performance Bond in form attached to this Contract Proposal as Exhibit D.

2.15 NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer seventy-two (72) hours in advance of beginning work on this project and/or any foreseeable project delays. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection, or acceptance testing required.

2.16 PERSONAL PROTECTIVE EQUIPMENT (PPE)

All Contractors and contractors' personnel, all subcontractors and their personnel, and any material supplies and their personnel must wear an OSHA Approved reflective vest or outer garment at all times while on the project. Failure to wear the proper equipment will result in immediate removal of said person from the job site.

2.17 INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance, as required by the Town Standard Contract, attached hereto as Exhibit C2.

2.18 ANTIDISCRIMINATION AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sex (including sexual orientation, gender identity, and pregnancy), national origin, race, ethnic background, color, religion, age, genetic information, or disability. The Town of Huntersville is committed to providing opportunity for HUB and encourages bids from The Minority Business Enterprises (MBE) and Women Businesses Enterprises (WBE).

2.19 PROJECT DISPUTES

Disputes arising for the Project will be governed by the Town's RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN TOWN OF HUNTERSVILLE CONSTRUCTION PROJECTS, incorporated herein by reference. Copies are available at the Huntersville Public Works Department.

2.20 N.C. E-VERIFY REQUIREMENTS

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

2.21 IRAN DIVESTMENT ACT

The Contractor shall not be listed on the Final Divestment List ("Divestment List") created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, et seq, ("Iran Divestment Act of 2015"). The Contractor shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

2.22 COMPANIES THAT BOYCOTT ISRAEL LIST

With the execution hereof, Firm, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

2.23 DEFAULT OF CONTRACT, STRICT COMPLIANCE AND WAIVER

Contract

The Town of Huntersville shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. The Contractor shall be liable for all losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to

the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Town is found liable by a court of appropriate jurisdiction, or in another similar proceedings. In addition to the remedies provided in Article 108-9 of the Standard Specifications, the Town shall have all available remedies for Contractor's breach in in law and equity. Venue for any dispute arising under the Contract shall be any State or Federal Court of competent jurisdiction located in Mecklenburg County, North Carolina.

Strict Compliance

The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

Waiver

The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.

2.24 FINAL INVOICE

After the project has been completed and accepted, the Contractor shall submit his/her invoice for final payment to the following address:

Mr. Kevin Fox, P.E.
Town of Huntersville
Post Office Box 664
Huntersville, NC 28070

The reports listed below shall be submitted with the invoice requesting final payment:

1. Contractor's affidavit for release and waiver of claims, stating that all obligations and debts have been satisfied, or an affidavit which includes a list of obligations not satisfied.
2. Any property owner's signed release for waste and borrow areas.
3. Any materials, invoices, or certifications required and not previously submitted.
4. Any claims for time extensions or additional compensation.

2.25 TWELVE (12) MONTH GUARANTEE

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Town. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Town, and/or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. The Town would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Town would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

3.0 PROJECT SPECIAL PROVISIONS - ROADWAY

Standard Specifications. Those provisions of North Carolina Department of Transportation 2024 Standards for Roads and Structures ("Standard Specifications") specifically referenced in Section 2.0 of this Contract Proposal are incorporated herein by reference and shall be considered a part of the Contract. Divisions 2 through 17 of the Standard Specifications for Roads and Structures which are applicable to the Work being performed as part of the Project shall be considered as part of the Project Specification and are hereby incorporated by reference as part of the Contract. To the extent that the terms of the Contract Proposal modify the terms of the Standard Specifications or the extent that there is a conflict between the terms of the Contract Proposal and the Standard Specifications, the terms of the Contract Proposal shall control.

Whenever the terms of the Contract Proposal or any of the contract documents, reference the Standard Specifications, the intended meaning of the terms below shall be as described in Section 2.0

3.1 CONTRACT TIME AND LIQUIDATED DAMAGES

The completion date for this project is November 1, 2024. No extensions will be authorized except as authorized by Article 108-10 of the 2024 Standard Specifications for Roads and Structures. Contractor and the Town agree that the Contractor's failure to perform in compliance with the Agreement will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town's damages, and thus constitute liquidated damages, and not penalties, for the Contractor's breach of this Agreement. If the Contractor fails to perform in accordance with this agreement, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under this Agreement. Liquidated damages for this contract for failure to complete the Project by the completion date are one thousand dollars (\$1,000.00) per calendar day. The liquidated damages provided by this Section 3.1 are separate and apart from the liquidated damages specified for unauthorized mid-Project suspensions by the Contractor as described in Section 3.2 below.

3.2 PROSECUTION OF WORK

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he/she begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his/her operations except for reasons beyond his/her control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

It is further the intent that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with the equipment, materials, and methods of construction as may be required to complete the work described in the contract, or as may be amended, by the completion date.

The Contractor and the Town agree that the Contractor's failure to perform in compliance with the Agreement will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town's damages, and thus constitutes liquidated damages, and not penalties, for the Contractor's breach of this Agreement. If the Contractor fails to perform in accordance with this Agreement, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under This agreement. In the event that the

Contractor's operations are suspended mid-Project in violation of the above provisions, the sum of one thousand dollars (\$1,000.00) will be charged to the contractor as liquidated damages for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work by the completion date.

3.4 PROMPT PAYMENT

Within seven (7) calendar days of receiving payments for work performed or services rendered on the project, contractors at all levels, including prime, subcontractor, or second tier subcontractor, shall pay subcontractors, second tier subcontractors, or material suppliers as appropriate. This seven-day period begins upon receipt of payment by the contracting firm obligated to make subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided. If any retainage is held on subcontractors, all retainages shall be released within seven calendar days of release by the Town of Huntersville.

Failure of any entity to make prompt payment as defined herein may result in withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision.

3.5 DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain reasonable ingress and egress by way of driveway and/or foot access for all residents and property owners throughout the life of the project. Contractor shall provide access to mail and trash services to existing properties. The Contractor shall provide reasonable advance notice to all residents/property owners of any service interruptions or deferred access. If any damage to a residents' driveway, outside of the construction limits, will be the Contractor's reasonability to be replace in like-kind. The Contractor shall also ensure contractors at all levels, including prime, subcontractor, or second tier subcontractor follow this section 3.4.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a Town system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

3.6 DENSITY TEST

Density tests may be taken in accordance with the 2024 Standard Specifications for Roads and Structures or as directed by the Engineer. The Contractor shall shape and compact the subgrade in any widened area to the satisfaction of the Engineer.

3.7 PRICE ADJUSTMENT - ASPHALT BINDER

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2024 Standard Specifications Road and Structures.

The base price index for asphalt binder is \$ 591.63 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals as of September 1, 2024.

3.8 ADJUSTMENT OF MANHOLES, METER BOXES AND VALVE BOXES

Adjustment of manholes, meter boxes, and valve boxes shall be in accordance with Section 858 of the 2024 Standard Specifications for Roads and Structures with the following exceptions:

- i. The Engineer may restrict the raising of structures to a period not greater than seventy-two (72) hours prior to resurfacing.
- ii. All pavement placed on structure covers shall be immediately removed after the paving machine has passed over the structure.
- iii. The Engineer may require structure adjustment after resurfacing is complete.

For the purpose of this contract, where applicable, the use of cast iron or steel fittings will be an acceptable means to raise manholes, and valves.

Basis of Payment

Measurement and payment will be in accordance with Section 858 of the 2024 Standard Specifications for Roads and Structures.

3.9 THERMOPLASTIC PAINTED PAVEMENT MARKINGS

Thermoplastic painted pavement markings shall be in accordance with Section 1205 of the 2024 Standard Specifications for Roads and Structures with the following exceptions:

- i. Premark within 3 days of completion of individual said street unless specified elsewhere in the contract.
- ii. Permanent markings to be placed within 7 days of final asphalt surface installation.

Measurement and Payment

Thermoplastic painted pavement markings will be measured and paid in accordance with Article 1205-10 of the 2024 Standard Specifications for Roads and Structures.

4.0 EXECUTION OF CONTRACT PROPOSAL

In compliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted and a contract awarded, to furnish the services for the prices quoted and completed in Exhibit B Itemized Proposal along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

This Contract for Reese Blvd at Vanstory Turn Lane Project, and all attachments, (collectively this "Contract") is by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and

Country Boy Landscaping, Inc., (the "Contractor") with address
PO Box 290 Harmony NC 28634

Contractor's Federal Social Security ID No.: 56-2157111

Contractor's License No.:

67108

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this day of September 18, 2024

Contractor

Town of Huntersville

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

Town Manager

By: [Signature]
(Signature)

Attest:

Title: President

Town Clerk

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

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



Finance Director



Engineering & Public Works

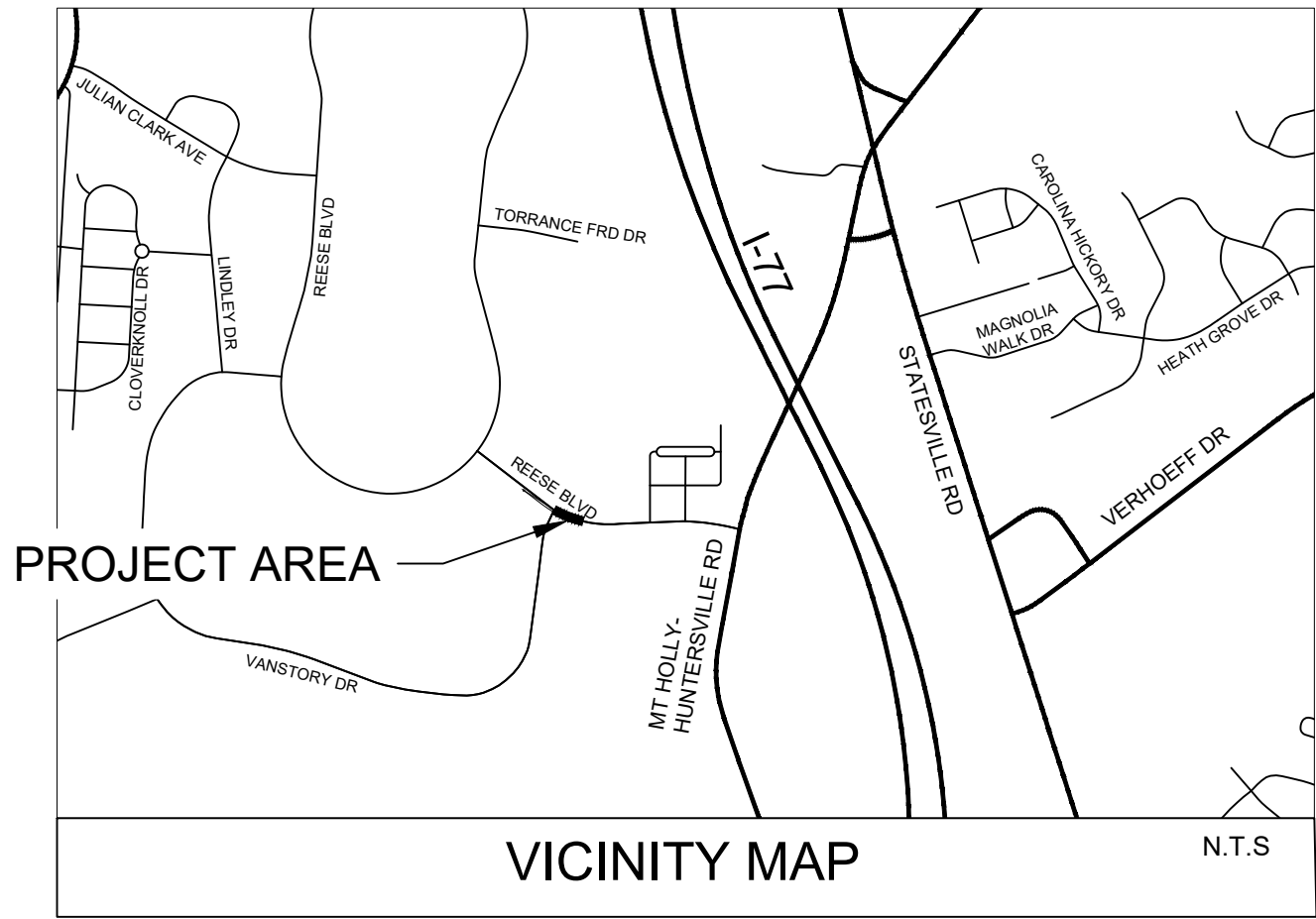
Post Office Box 664 • 105 Gilead Road, Suite 300 • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

EXHIBIT A - PLANS

5/10/2024

PROJECT: REESE BLVD TURN LANE IMPROVEMENT

See Sheet 2 For Index of Sheets

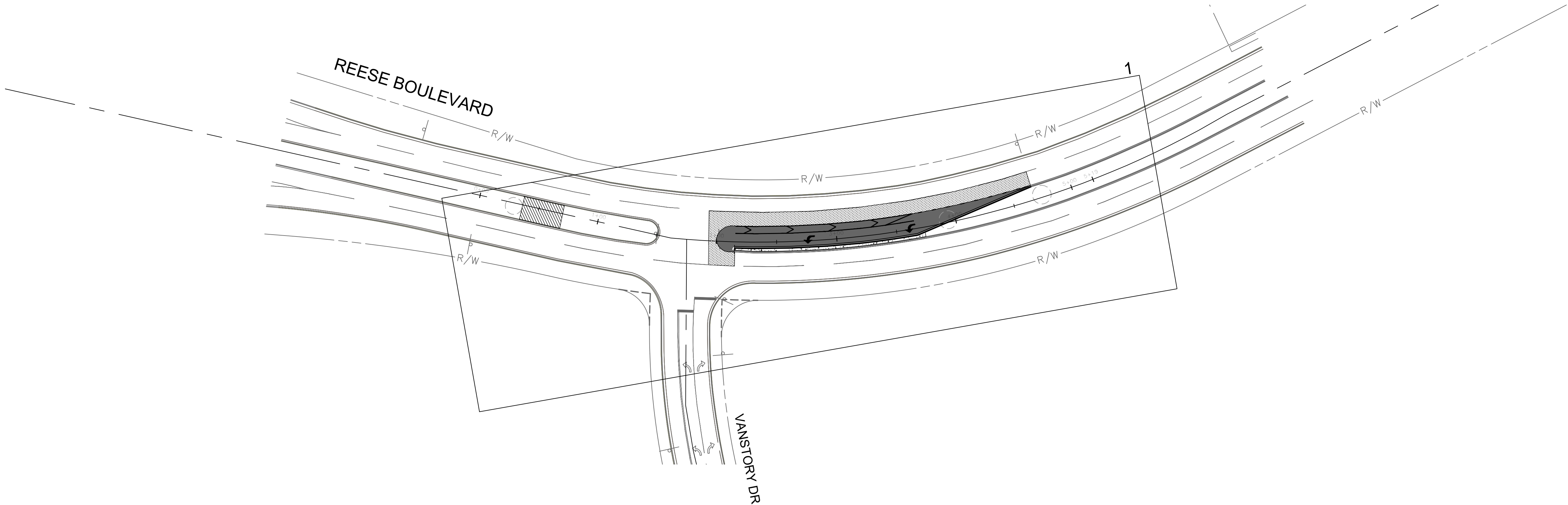


TOWN OF HUNTERSVILLE MECKLENBURG COUNTY

LOCATION: REESE BOULEVARD AT VANSTORY DRIVE

TYPE OF WORK: PAVING, PAVEMENT MARKINGS, & TRAFFIC CONTROL

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.		1	8
STATE PROJ. NO.	F. A. PROJ. NO.	DESCRIPTION	



INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION
DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

GRAPHIC SCALES



PLANS



PROFILE (HORIZONTAL)



PROFILE (VERTICAL)

DESIGN DATA

REESE BLVD:
V = 35 MPH

PROJECT LENGTH

LENGTH OF PROJECT = 0.09 MILES

Prepared in the Office of:
TOWN OF HUNTERSVILLE
PO BOX 664, HUNTERSVILLE, NC 28070

2018 STANDARD SPECIFICATIONS

RIGHT OF WAY DATE:
N/A

LETTING DATE:
XXXX

KEVIN GARTON, PE
PROJECT ENGINEER

CLAY HEATH, PE
PROJECT DESIGN ENGINEER

HYDRAULICS ENGINEER

SIGNATURE: _____ P.E.

ROADWAY DESIGN
ENGINEER

SIGNATURE: _____ P.E.

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	INDEX OF SHEETS
3	TYPICAL SECTIONS
4	PLAN
5	SIGHT DISTANCE PLAN AND PROFILE
6	CROSS SECTIONS
7	CROSS SECTIONS
8	TRAFFIC CONTROL

GENERAL NOTES

EFFECTIVE: JANUARY 2024

2024 ROADWAY ENGLISH STANDARD DRAWINGS

The following Roadway Standards as appear in "Roadway Standard Drawings" Highway Design Branch - N.C. Department of Transportation - Raleigh, N.C., Dated January, 2024 are applicable to this project and by reference hereby are considered a part of these plans.

STD. NO./TITLE

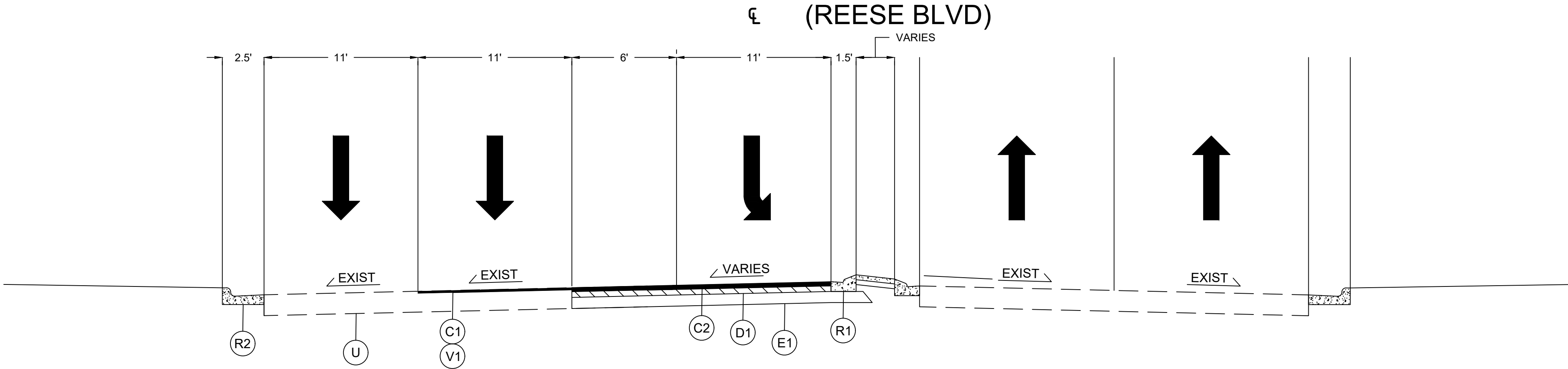
225.02	GUIDE FOR GRADING SUBGRADE - SECONDARY AND LOCAL
654.01	PAVEMENT REPAIR
852.10	MEDIAN CONSTRUCTION - WITH CURB AND GUTTER

LEGEND

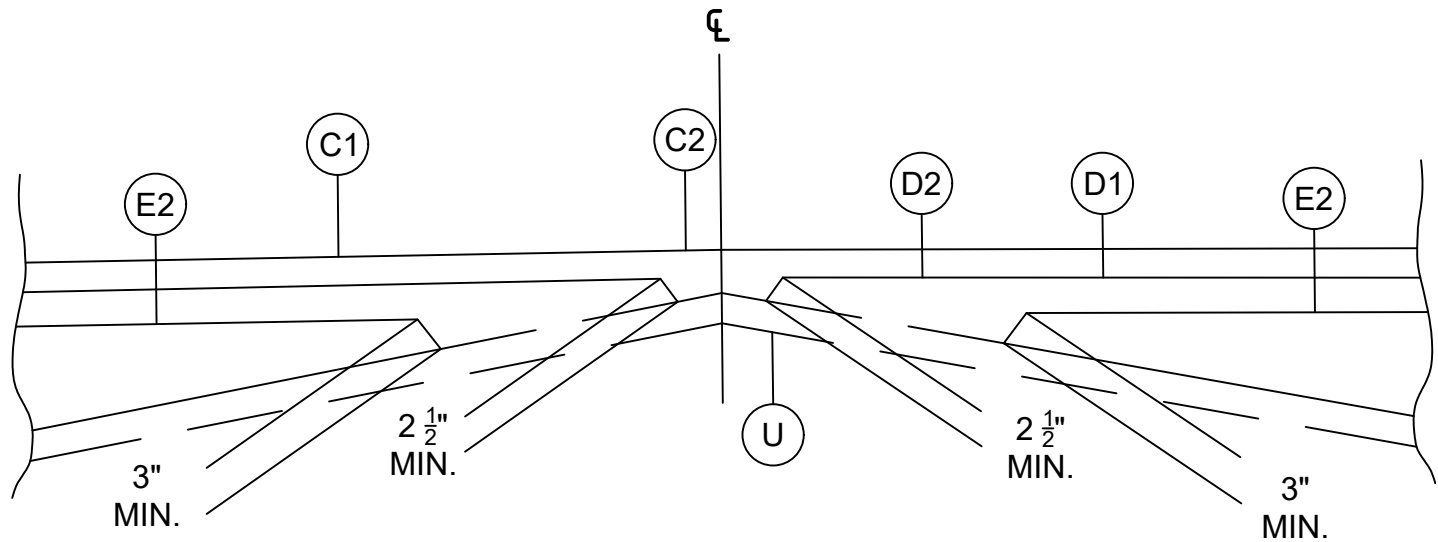
⌘ BV	BLOW OFF VALVE		RIGHT OF WAY (NOT SURVEYED)
C&G	CURB & GUTTER		ADJACENT PROPERTY LINE (NOT SURVEYED)
◦ CO	CLEAN OUT		EASEMENT LINE
□ CMF	CONCRETE MONUMENT FOUND		EDGE OF PAVING / CONCRETE GUTTER
■ CMS	CONCRETE MONUMENT SET		EDGE OF GRAVEL
⌘ ELB	ELECTRIC SERVICE BOX		MAJOR ELEVATION CONTOUR
	FIRE HYDRANT		MINOR ELEVATION CONTOUR
⌘ GV	GAS VALVE		CONCRETE CURB
	GUY POLE		WOOD FENCE LINE
^ GW	GUY WIRE		CHAIN LINK FENCE LINE
⌘ HH	HANDHOLE		WIRE FENCE LINE
⌘ ICV	IRRIGATION CONTROL VALVE		BRUSHLINE
○ IPF	IRON PIPE FOUND		TREELINE / WOODSLINE
● IPS	IRON PIPE SET		OVERHEAD ELECTRIC LINE
○ IRF	IRON ROD FOUND		UNDERGROUND ELECTRIC LINE
● IRS	IRON ROD SET		GAS SERVICE LINE
☆ LP	LIGHT POLE		UNDERGROUND TELECOMMUNICATIONS LINE
	ROAD SIGNS		BURIED TELECOMMUNICATIONS LINE
② SDMH	STORM DRAINAGE MANHOLE		CABLE TELEVISION LINE
③ SSMH	SANITARY SEWER MANHOLE		FIBER OPTIC CABLE
⑦ TMH	TELECOMMUNICATIONS MANHOLE		WATER SERVICE LINE
⌘ WM	WATER METER		IRRIGATION LINE
⌘ WMH	WATER MANHOLE		SANITARY SEWER
⌘ WV	WATER VALVE		STORM SEWER
			CONCRETE
			MILL / OVERLAY
			FULL DEPTH ASPHALT

PAVEMENT SCHEDULE	
C1	PROP. APPROX. 1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 168 LBS PER SQ. YD.
C2	PROP. APPROX. 3.0" ASPHALT CONCRETE SURFACE COURSE, AT AN AVERAGE RATE OF 168 LBS PER SQ. YD. IN EACH OF TWO LAYERS.
C3	PROP. VAR. DEPTH ASPHALT CONCRETE SURFACE COURSE, AT AN AVERAGE RATE OF 112 LBS PER SQ. YD. PER 1" DEPTH TO BE PLACED IN LAYERS NOT TO EXCEED 2" IN DEPTH.
D1	PROP. APPROX. 4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 456 LBS PER SQ. YD.
D2	PROP. VAR. DEPTH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 114 LBS PER SQ. YD. PER 1" DEPTH TO BE PLACED IN LAYERS NOT LESS THAN 2.5" OR GREATER THAN 4" IN DEPTH.
E1	PROP. APPROX. 5" ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 570 LBS PER SQ YD.
E2	PROP. VAR. DEPTH ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 114 LBS PER SQ YD. PER 1" DEPTH TO BE PLACED IN LAYERS NOT LESS THAN 3" OR GREATER THAN 5.5" IN DEPTH.
R1	1'-6" CURB AND GUTTER
R2	2'-6" CURB AND GUTTER
T	COMPACTED EARTH MATERIAL
U	EXISTING PAVEMENT
V1	1.5" DEPTH MILLING
W	WEDGING

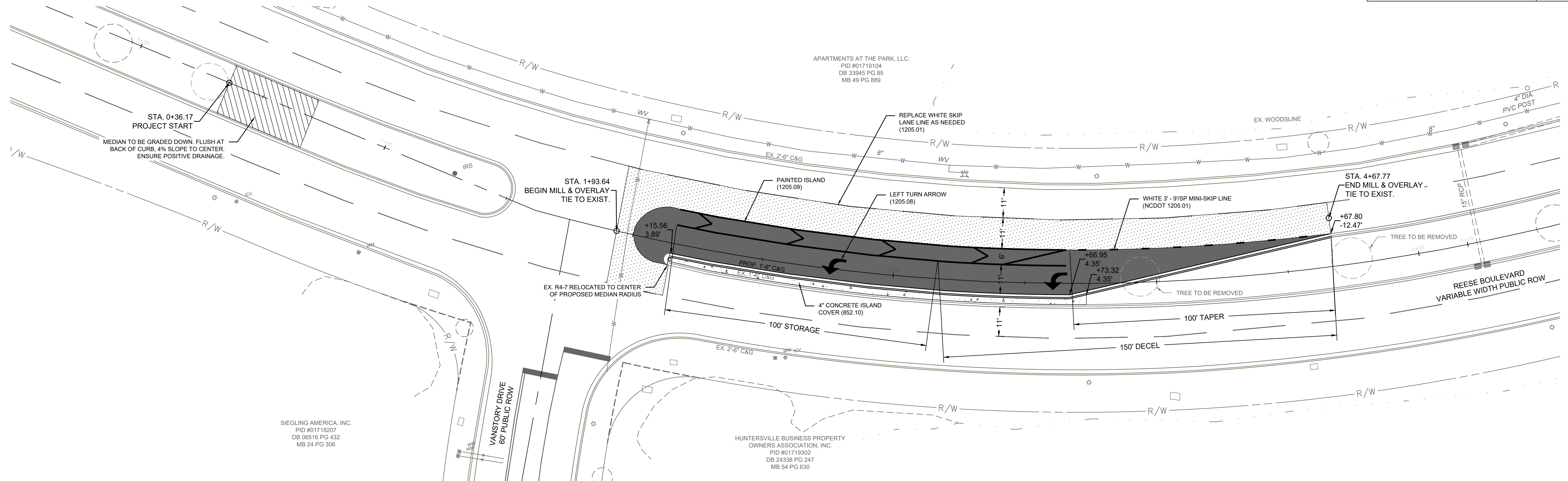
NOTES: 1. ALL PAVEMENT EDGE SLOPES ARE 1:1 UNLESS OTHERWISE SPECIFIED.
2. SEE PLANS FOR LOCATIONS OF CONCRETE ISLANDS, TURN LANES, TAPERS AND SIDEWALKS.



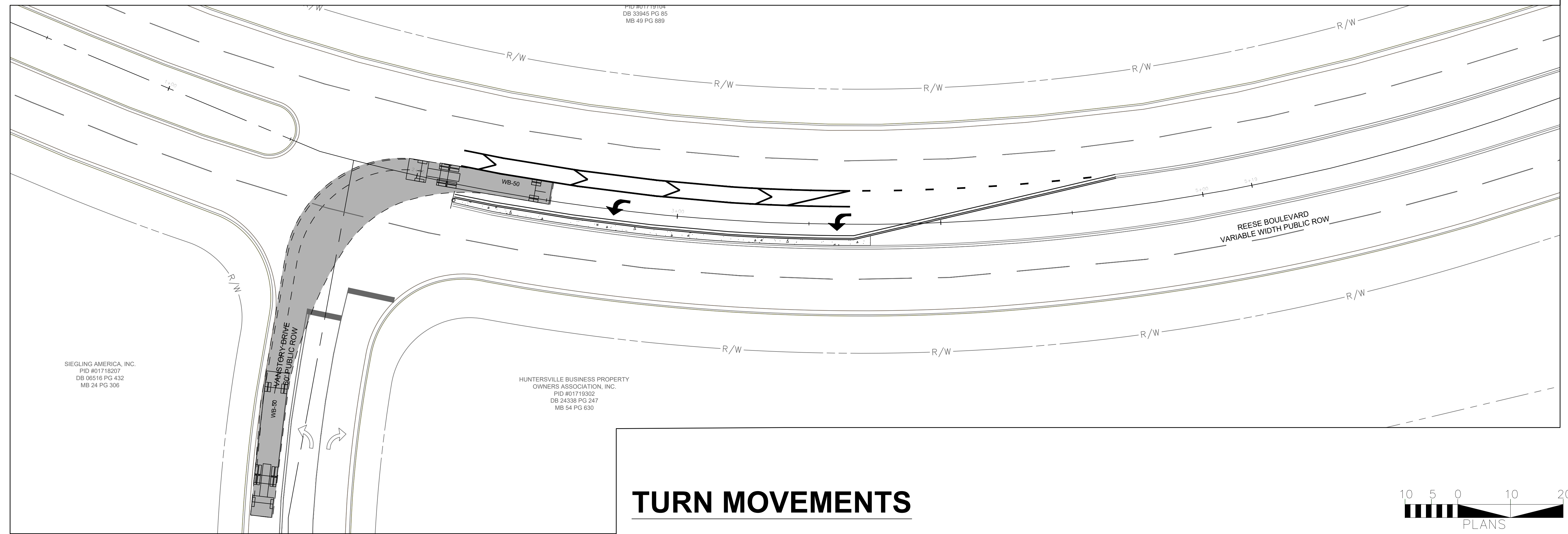
TYPICAL SECTION



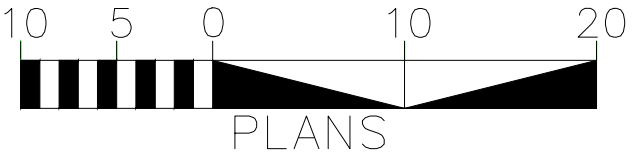
DETAIL SHOWING METHOD OF WEDGING

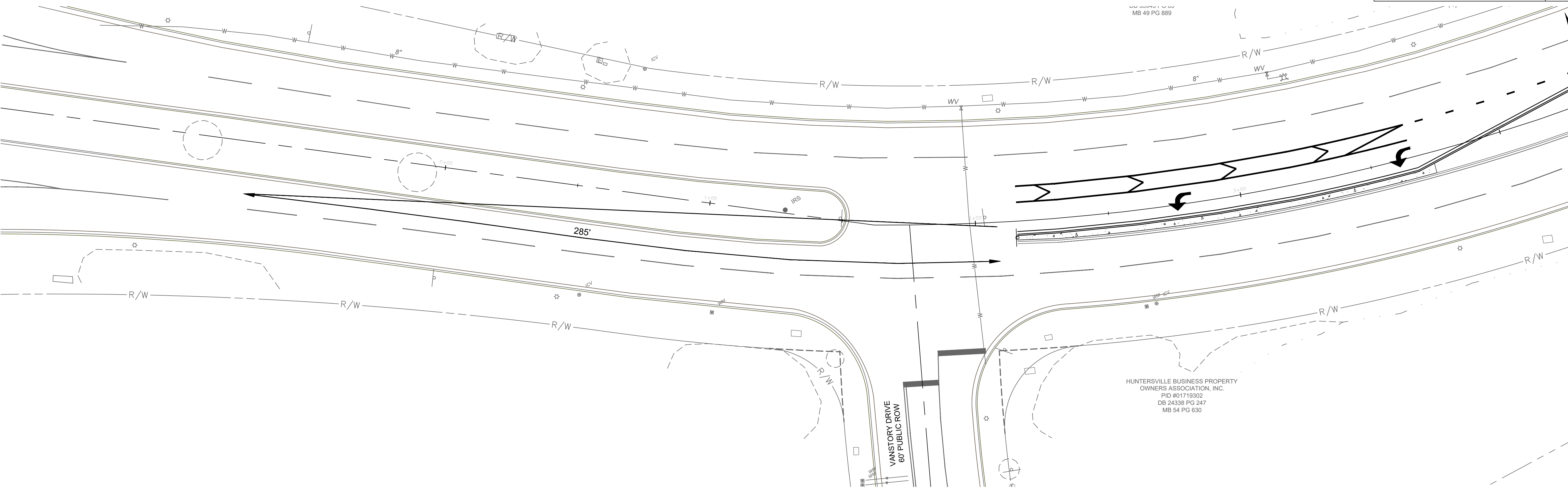


PROPOSED PLAN

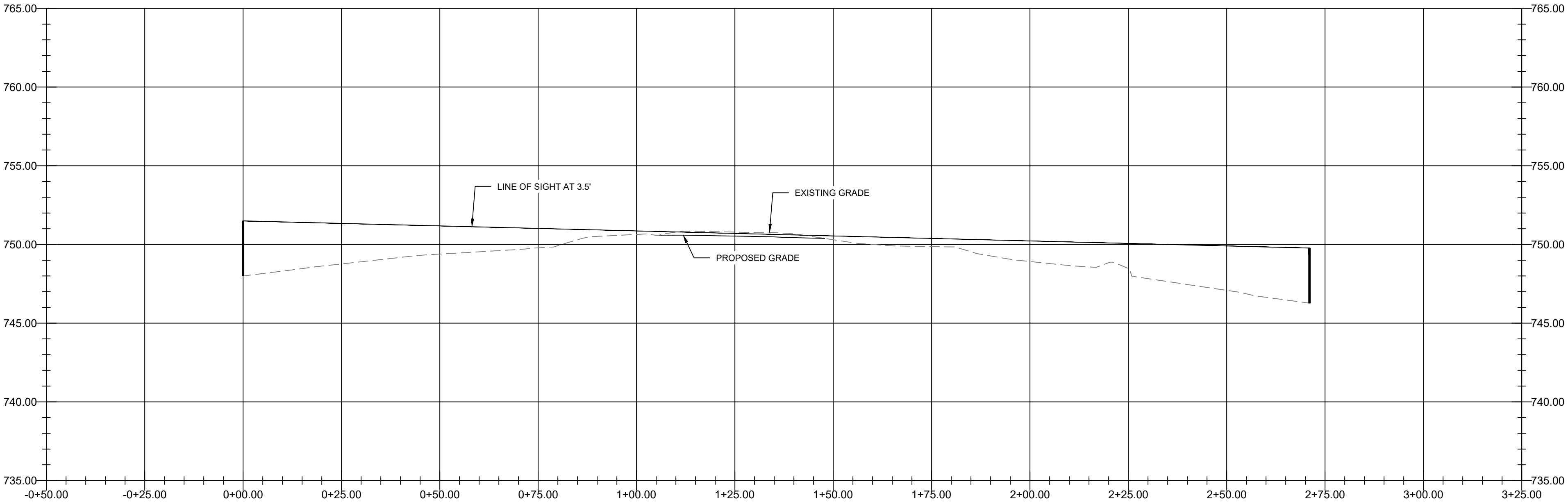


TURN MOVEMENTS



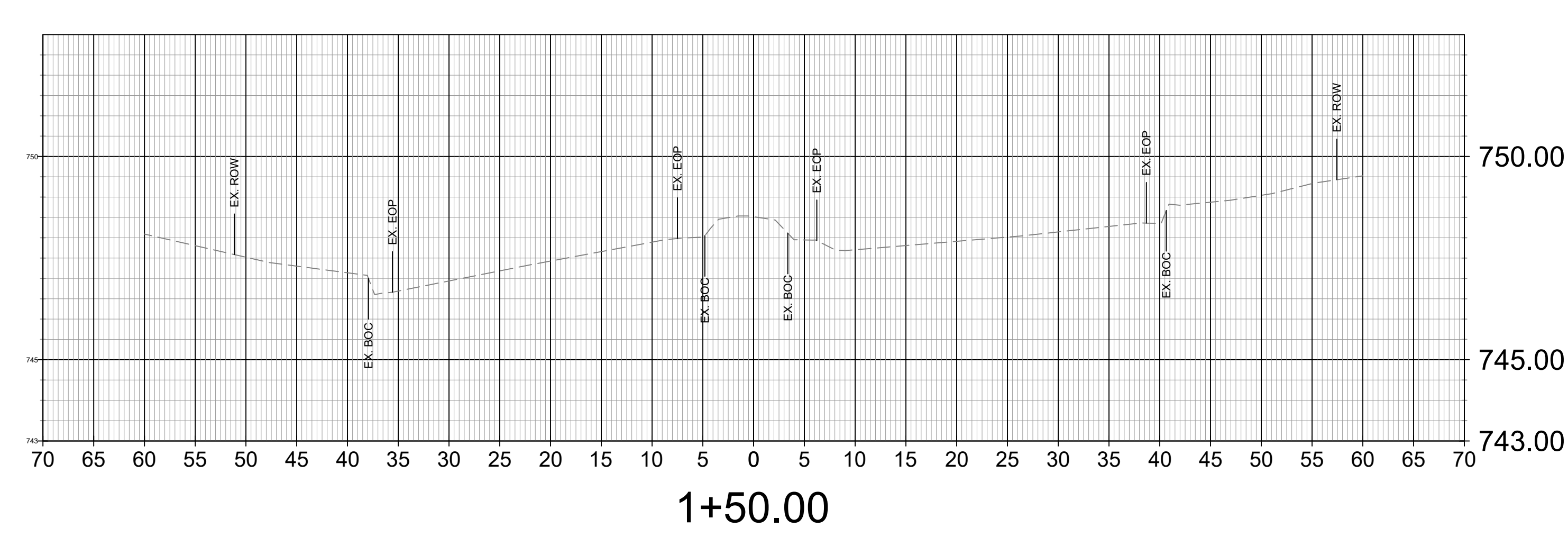
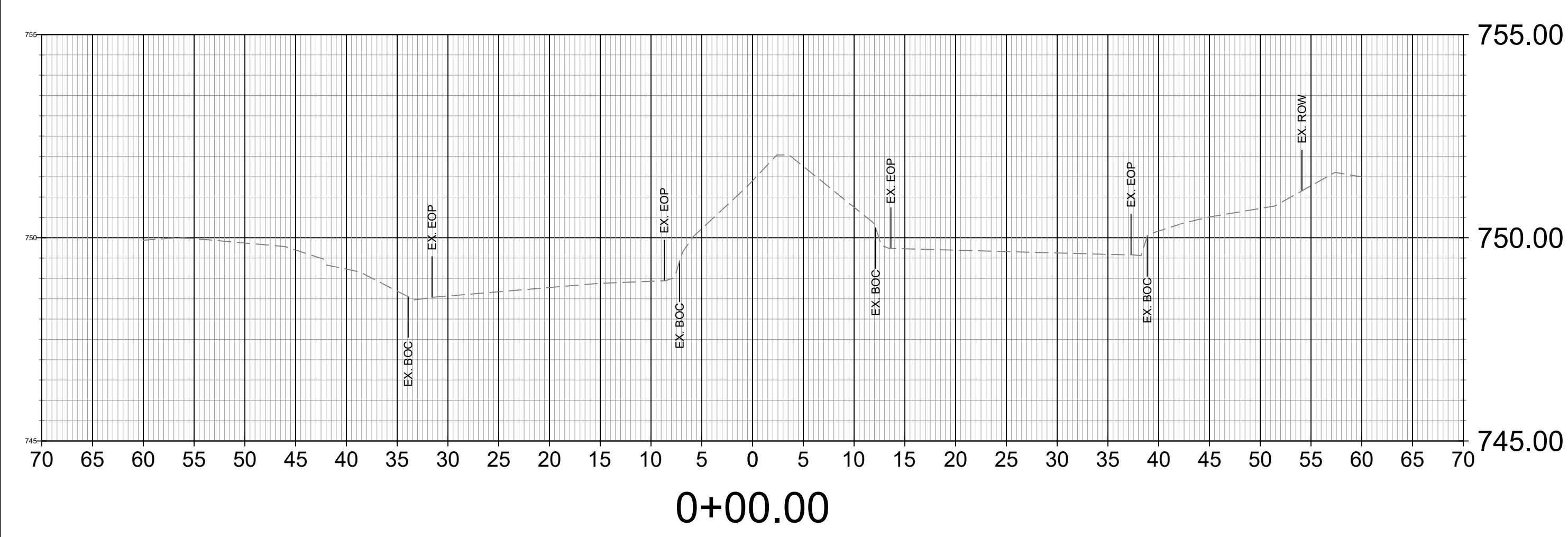
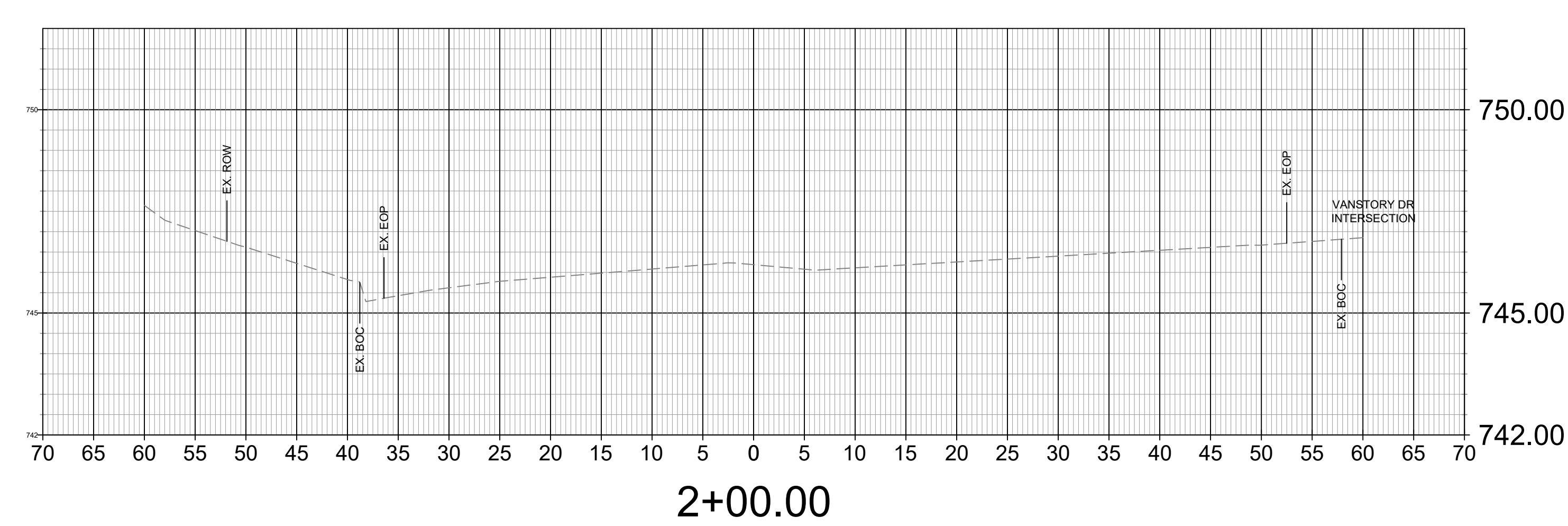
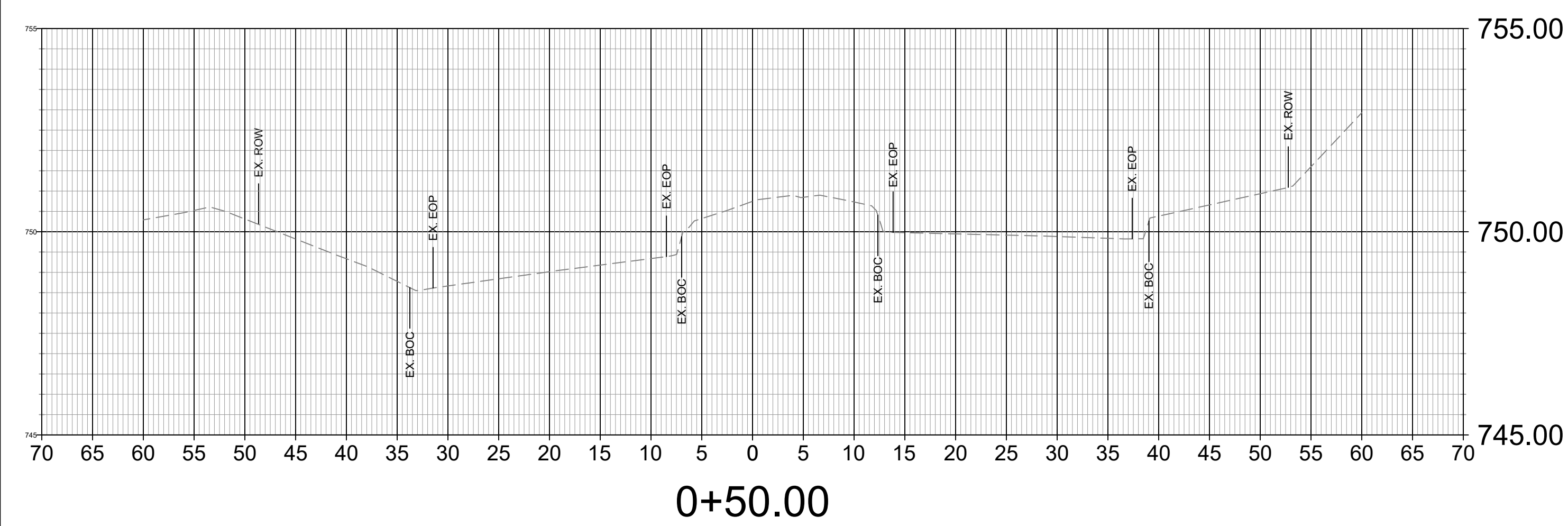
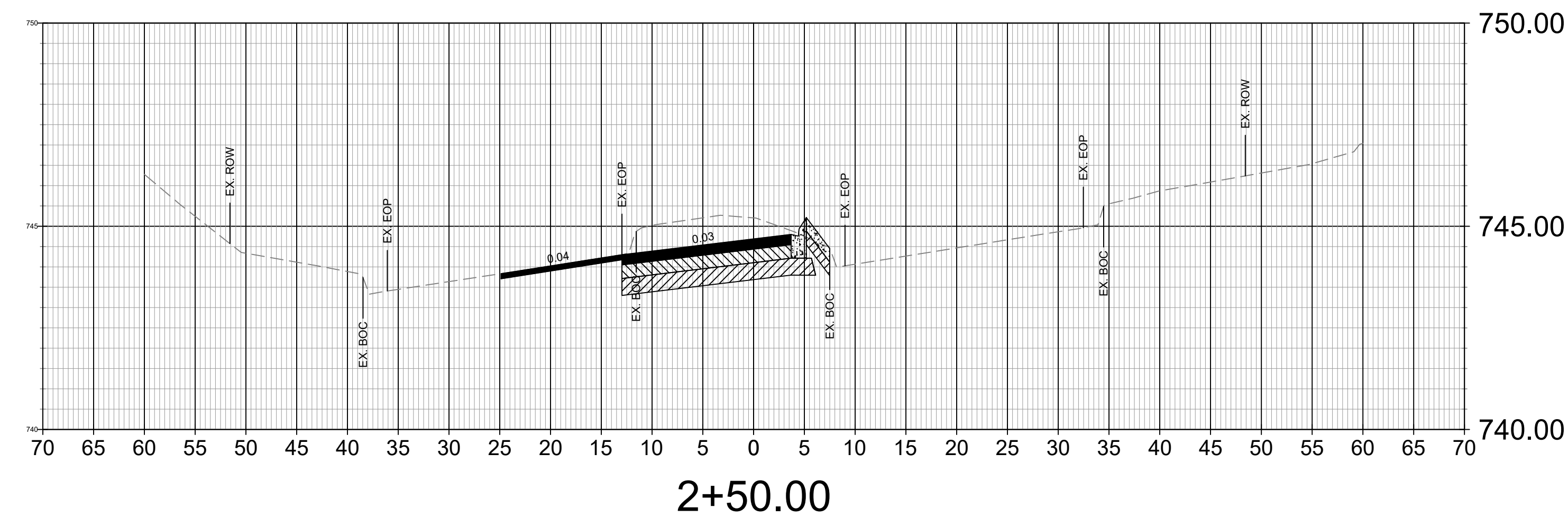
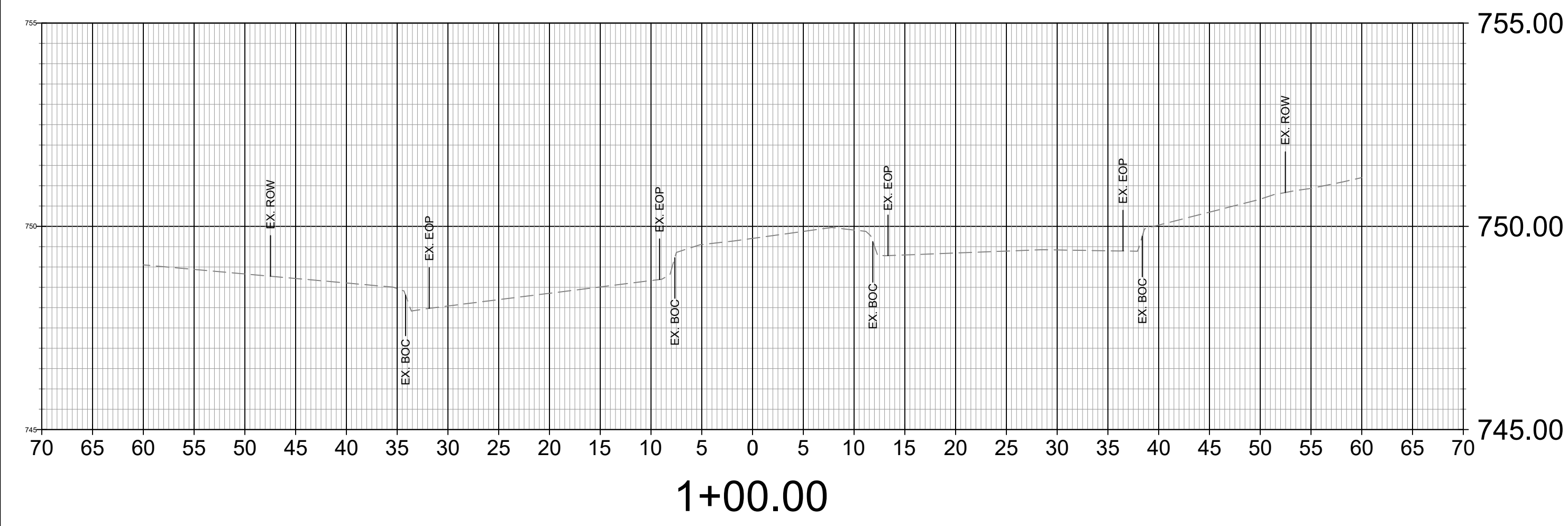


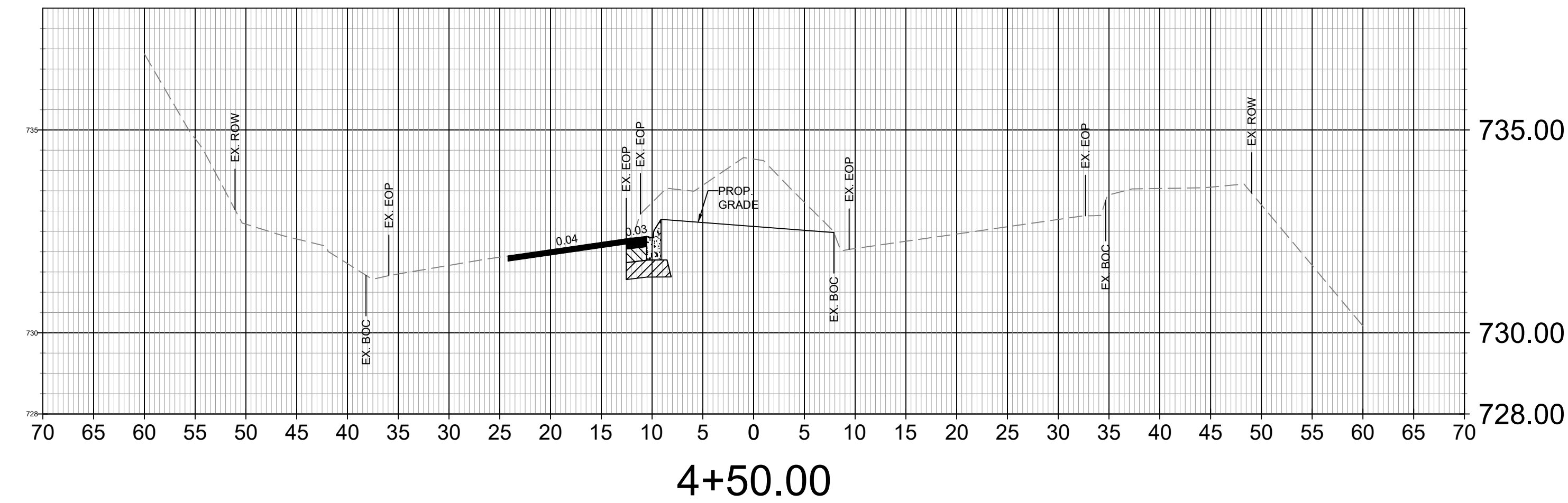
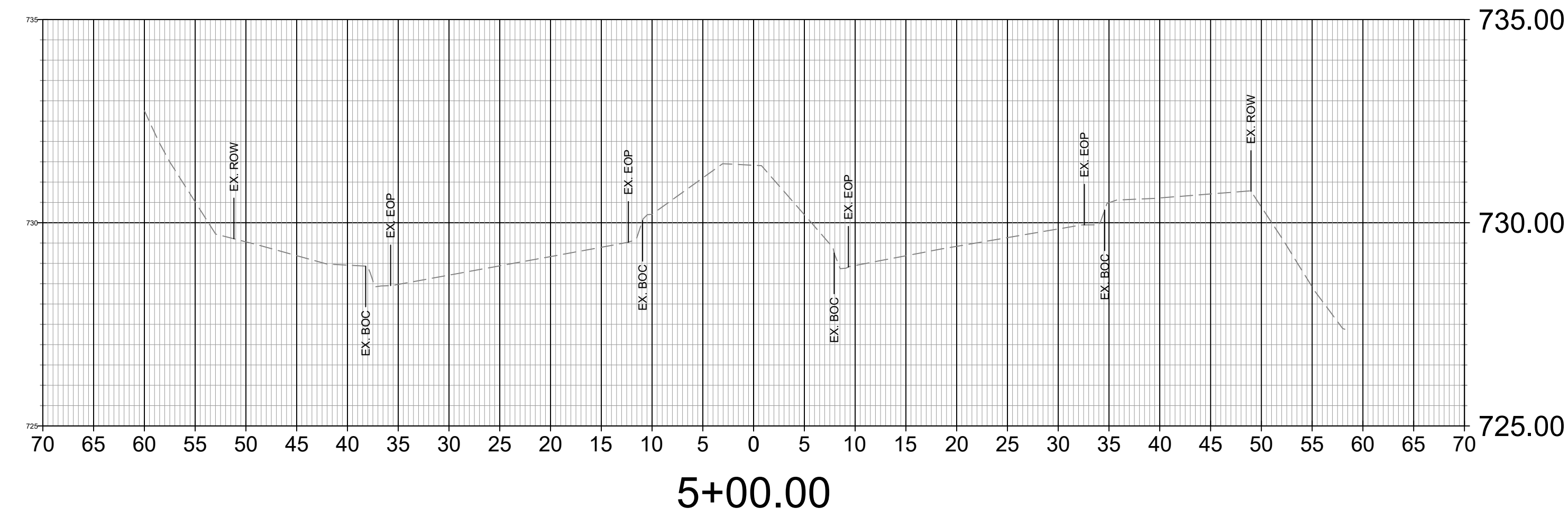
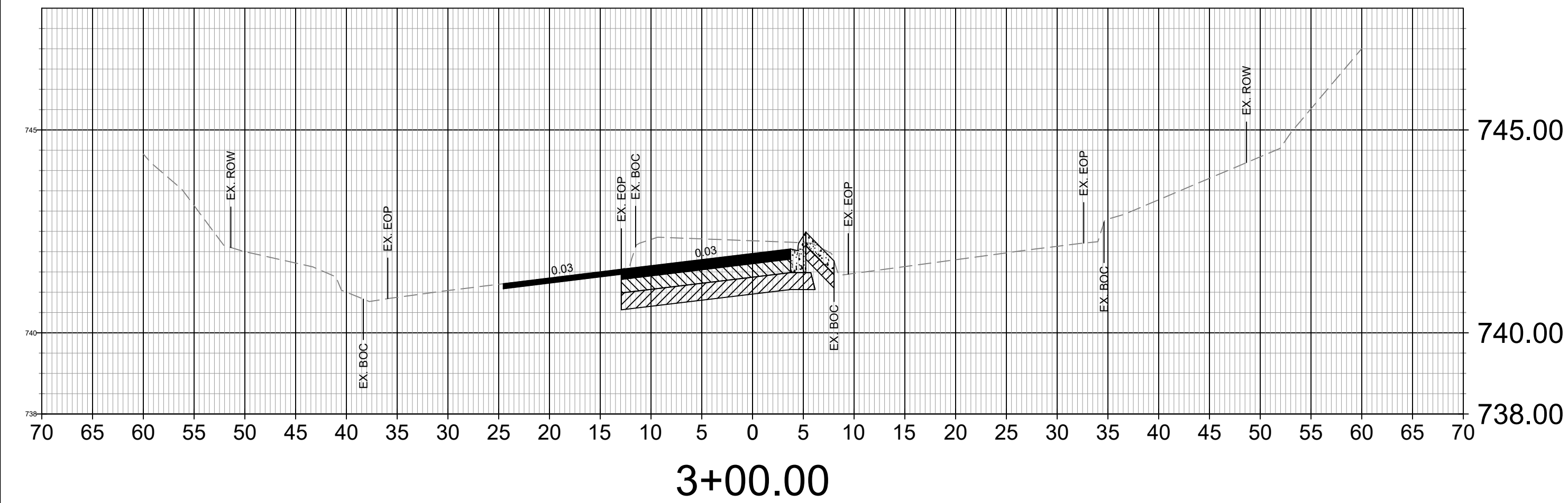
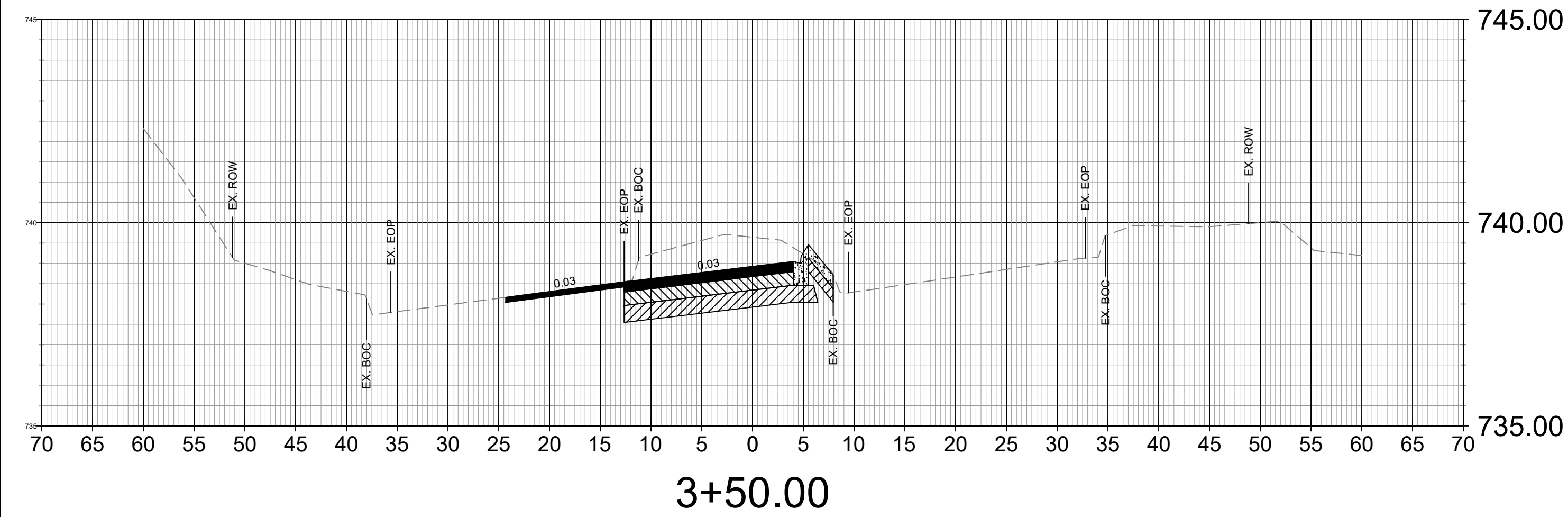
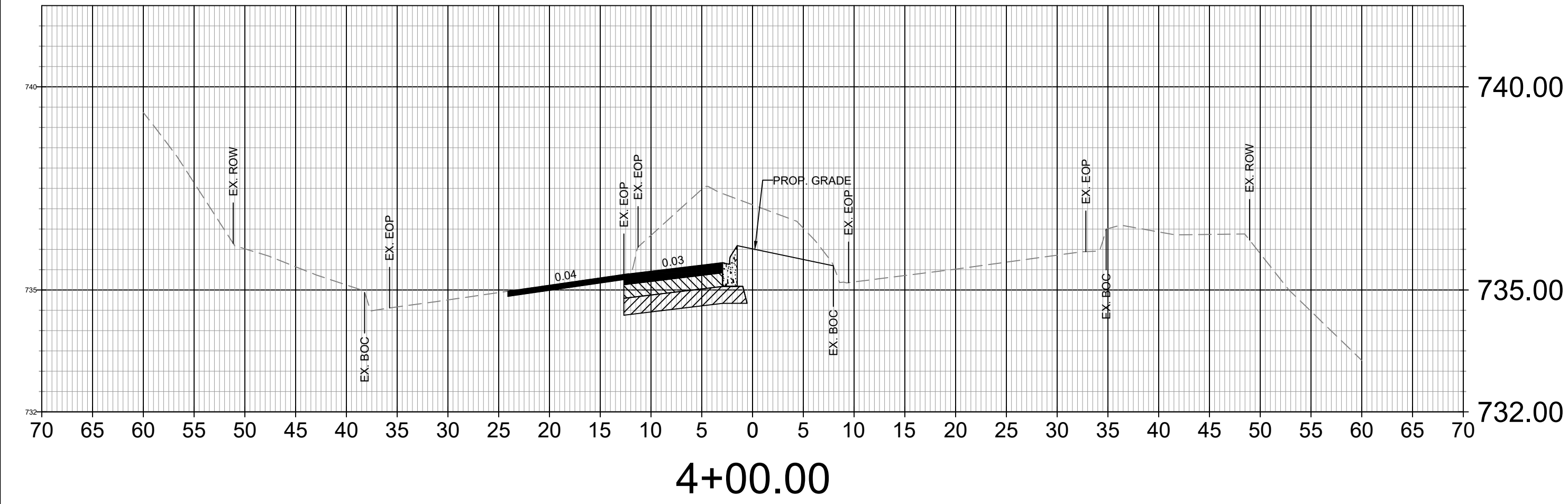
SIGHT DISTANCE PLAN



SIGHT DISTANCE PROFILE







TRAFFIC CONTROL PLAN

ROADWAY STANDARD DRAWINGS

THE FOLLOWING ROADWAY STANDARD AS SHOWN IN "ROADWAY STANDARD DRAWINGS" - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY 2024 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

STD. NO.	TITLE
1101.01	WORK ZONE WARNING SIGNS
1101.02	TEMPORARY LANE CLOSURES
1101.11	TRAFFIC CONTROL DESIGN TABLES
1110.01	STATIONARY WORK ZONE SIGNS
1110.02	PORTABLE WORK ZONE SIGNS
1130.01	DRUMS
1135.01	CONES
1150.01	FLAGGING DEVICES
1180.01	SKINNY DRUMS

TRAFFIC CONTROL NOTES

CHANGES MAY BE REQUIRED WHEN PHYSICAL DIMENSIONS IN THE DETAIL DRAWINGS, STANDARD DETAILS, AND ROADWAY DETAILS ARE NOT ATTAINABLE TO MEET FIELD CONDITIONS OR RESULT IN DUPLICATE OR UNDESIRED OVERLAPPING OF DEVICES. MODIFICATION MAY INCLUDE: MOVING, SUPPLEMENTING, COVERING, OR REMOVAL OF DEVICES AS DIRECTED BY THE ENGINEER.

THE FOLLOWING GENERAL NOTES APPLY AT ALL TIMES FOR THE DURATION OF THE CONSTRUCTION PROJECT EXCEPT WHEN OTHERWISE NOTED IN THE PLAN OR DIRECTED BY THE ENGINEER.

TIME RESTRICTIONS

A) DO NOT CLOSE ROADS AS FOLLOWS:

ROAD NAME	DAY AND TIME RESTRICTIONS
REESE BOULEVARD	MONDAY THRU SUNDAY 6:00 A.M. TO 9:00 A.M. AND 4:00 P.M. TO 6:00 P.M.

HOLIDAYS & EVENTS

- FOR UNEXPECTED OCCURRENCE THAT CREATES UNUSUALLY HIGH TRAFFIC VOLUMES, AS DIRECTED BY THE ENGINEER.
- FOR NEW YEAR'S DAY, BETWEEN THE HOURS OF 6:00 DECEMBER 31ST AND 9:00 AM JANUARY 2ND. IF NEW YEAR'S DAY IS ON A FRIDAY, SATURDAY, SUNDAY OR MONDAY, THEN UNTIL 9:00 AM THE FOLLOWING TUESDAY.
- FOR EASTER, BETWEEN THE HOURS OF 6:00 AM THURSDAY AND 9:00 AM MONDAY.
- FOR MEMORIAL DAY, BETWEEN THE HOURS OF 6:00 AM FRIDAY AND 9:00 AM TUESDAY.
- FOR INDEPENDENCE DAY, BETWEEN THE HOURS OF 6:00 AM THE DAY BEFORE INDEPENDENCE DAY AND 7:00 PM THE DAY AFTER INDEPENDENCE DAY. IF INDEPENDENCE DAY IS ON A FRIDAY, SATURDAY, SUNDAY OR MONDAY, THEN UNTIL 7:00 PM THE FOLLOWING TUESDAY.
- FOR LABOR DAY, BETWEEN THE HOURS OF 6:00 AM FRIDAY AND 9:00 AM TUESDAY.
- FOR THANKSGIVING DAY, BETWEEN THE HOURS OF 6:00 AM FRIDAY AND 9:00 AM TUESDAY.
- FOR CHRISTMAS, BETWEEN THE HOURS OF 7:00 PM THE FRIDAY BEFORE THE WEEK OF CHRISTMAS DAY AND 9:00 AM THE FOLLOWING TUESDAY AFTER THE WEEK OF CHRISTMAS DAY.

LANE CLOSURE REQUIREMENTS

- REMOVE LANE CLOSURE DEVICES FROM THE LANE WHEN WORK IS NOT BEING PERFORMED BEHIND THE LANE CLOSURE OR WHEN A LANE CLOSURE IS NOT LONGER NEEDED OR AS DIRECTED BY THE ENGINEER.
- WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN 15 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN SHOULDER USING ROADWAY STANDARD DRAWING NO. 1101.04 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL OR A LANE CLOSURE IS INSTALLED.
- WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN A LANE OF TRAVEL OF AN UNDIVIDED OR DIVIDED FACILITY, CLOSE THE LANE ACCORDING TO THE TRANSPORTATION MANAGEMENT PLANS, ROADWAY STANDARD DRAWINGS, OR AS DIRECTED BY THE ENGINEER. CONDUCT THE WORK SO THAT ALL PERSONNEL AND/OR EQUIPMENT REMAIN WITHIN THE CLOSED TRAVEL LANE.

PAVEMENT DROP OFF REQUIREMENTS

- DO NOT EXCEED A DIFFERENCE OF 2 INCHES IN ELEVATION BETWEEN OPEN LANES OF TRAFFIC FOR NOMINAL LIFTS OF 1.5 INCHES. INSTALL ADVANCE WARNING "UNEVEN LANES" SIGNS (W8-11) 350 FT IN ADVANCE AND A MINIMUM OF EVERY HALF MILE THROUGHOUT THE UNEVEN AREA.

TRAFFIC PATTERN ALTERATIONS

- NOTIFY THE ENGINEER THIRTY (30) CALENDAR DAYS PRIOR TO ANY TRAFFIC PATTERN ALTERATION.

SIGNING

- INSTALL ADVANCE WORK ZONE SIGNS WHEN WORK IS WITHIN 40 FT FROM THE EDGE OF TRAVEL LANE AND NO MORE THAN THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.
- PROVIDE SIGNING AND DEVICES REQUIRED TO CLOSE THE ROAD ACCORDING TO THE ROADWAY STANDARD DRAWINGS.
- COVER OR REMOVE ALL SIGNS AND DEVICES REQUIRED TO CLOSE THE ROAD WHEN ROAD CLOSURE IS NOT IN OPERATION.
- ENSURE ALL NECESSARY SIGNING IS IN PLACE PRIOR TO ALTERING ANY TRAFFIC PATTERN.

TRAFFIC CONTROL DEVICES

- WHEN LANE CLOSURES ARE NOT IN EFFECT SPACE CHANNELIZING DEVICES IN WORK AREAS NO GREATER IN FEET THAN TWICE THE POSTED SPEED LIMIT (MPH) EXCEPT, 10 FT ON-CENTER IN RADII, AND 3 FT OFF THE EDGE OF AN OPEN TRAVELWAY. REFER TO STANDARD SPECIFICATIONS FOR ROAD AND STRUCTURES SECTIONS 1130 (DRUMS), 1135 (CONES) AND 1180 (SKINNY DRUMS) FOR ADDITIONAL REQUIREMENTS.

EXHIBIT B - ITEMIZED PROPOSAL

Line No.	Item	Unit	Qty.	Unit Cost	Total Amount
1	Mobilization	LS	1	\$ 70000.00	\$ 70000.00
2	Construction Surveying	LS	1	\$ 12000.00	\$ 12000.00
3	Grading	LS	1	\$ 133000.00	\$ 133000.00
4	Clearing and Grubbing	LS	1	\$ 16000.00	\$ 16000.00
5	Incidental Stone Base	Ton	50	\$ 0.01	\$ 0.50
6	Milling Asphalt Pavement, 1.5" Depth	SY	400	\$ 9.00	\$ 3600.00
7	Asphalt Conc Base Course, Type B25.0C	Ton	195	\$ 95.00	\$ 18525.00
8	Asphalt Conc Intermediate Course, Type I19.0C	Ton	95	\$ 95.00	\$ 9025.00
9	Asphalt Conc Surface Course, Type S9.5C	Ton	105	\$ 125.00	\$ 13125.00
10	Asphalt Binder for Plant Mix	Ton	40	\$ 900.00	\$ 36000.00
11	1'-6" Concrete Curb and Gutter	LF	260	\$ 75.00	\$ 19500.00
12	4" Concrete Island Cover	SY	60	\$ 220.00	\$ 13200.00
13	Traffic Control	LS	1	\$ 50000.00	\$ 50000.00
14	Striping	LS	1	\$ 16450.00	\$ 16450.00
15	Permanent Signs	LS	1	\$ 1000.00	\$ 1000.00
16	Erosion Control	LS	1	\$ 8200.00	\$ 8200.00
	Subtotal				\$ 419,625.50
	Contingency 5%				\$ 20,981.28
				Total Construction Cost	\$ 440,606.78

Country Boy Landscaping, Inc. 9/18/24
 Company Name Date

Chris C Cartner President
 Print Name Title


 Signature

EXHIBIT C - STANDARD CONSTRUCTION SERVICES CONTRACT



Engineering & Public Works
105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 875-7007

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Contractor Name
Address 1
City, State Zip
Contact Name
Contact Email

PROJECT: Reese Blvd at Vanstory Turn Lane
SITE: Reese @ Vanstory
LOCATION(S):

This Contract for Construction and Repair, and all exhibits, (collectively this "Contract") is entered into this _____ day of _____, 20____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and _____ located at _____ (the "Contractor").

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications in the Reese Blvd at Vanstory Turn Lane Formal Bid (the "Bid"), which is incorporated herein by reference as Exhibit C3. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in the bid, which shall constitute the "Work." The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the "Date of Completion" or such date as the Contractor actually completes all the Work. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
2. Fees: Fees for the Work shall be specified in the bid, (the "Contract Price").

3. Change Orders. The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions (“Change Orders”). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor’s overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor’s overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.
4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town’s contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit C2, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Working Drawings and Specifications at the Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
8. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible

for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

9. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
10. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
11. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
12. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
13. Addendums. If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
14. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit C1, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
15. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
16. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$1,000 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.
17. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described in the bid.

In compliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted and completed in the Bid along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

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

Contractor

Town of Huntersville

Name of Contractor (type or print)

Town Manager

By:

Attest: _____

(Signature)

Town Clerk

Title:

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

Attest:

Finance Director

(Secretary, if a corporation)

Contractor's Federal Social Security ID No.:

Contractor's License No.:

EXHIBIT C1
STANDARD TERMS & CONDITIONS

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

against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.

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

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

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit C2, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Town, Contractor shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Work outlined in this Contract and any attached specifications. Contractor warrants that any finished Work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Work delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All Work shall be performed to the satisfaction of the Town. The Work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Work provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Work substantially similar to those so terminated, in which case the

Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Work actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
31. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
32. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
33. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

EXHIBIT C2

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

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

The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. **Comprehensive General Liability Insurance**

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

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

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

c. **Deductible**

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

d. **Other Insurance**

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

e. **Proof of Carriage**

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

EXHIBIT C3 – PLANS AND SPECIFICATIONS

(See Exhibit A in Bid)

EXHIBIT D- PERFORMANCE AND PAYMENT BONDS

(Insert Bonds Accordingly)

CONTRACT PAYMENT BOND

Date of Payment Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant
to authority of its governing body.

CONTRACT PAYMENT BOND, CON'D

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By

Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By:

Signature of Member, Manager, Authorized Agent
Select appropriate title

Print or type Signer's name

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PAYMENT BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By

Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PAYMENT BOND
JOINT VENTURE (2) OR (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet.

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By

Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By:

Signature of **Member, Manager, Authorized Agent**

Select appropriate title

Print or type Signer's name

CONTRACT PERFORMANCE BOND
INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PERFORMANCE BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By

Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

CONTRACT PERFORMANCE BOND
JOINT VENTURE (2) OR (3)

SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet.

EXHIBIT C - STANDARD CONSTRUCTION SERVICES CONTRACT



Engineering & Public Works
105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 875-7007

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Country Boy Landscaping Inc.
429 Old Mocksville Road
Statesville, NC 28625

Chris Cartner
chris@cblinc.net

PROJECT: Reese Blvd at Vanstory Turn Lane
SITE Reese @ Vanstory
LOCATION(S):

This Contract for Construction and Repair, and all exhibits, (collectively this "Contract") is entered into this 10 day of October, 2024 by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Country Boy Landscaping, Inc. located at 321 Old Mocksville Road, Statesville NC 28625 (the "Contractor").

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications in the Reese Blvd at Vanstory Turn Lane Formal Bid (the "Bid"), which is incorporated herein by reference as Exhibit C3. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in the bid, which shall constitute the "Work." The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the "Date of Completion" or such date as the Contractor actually completes all the Work. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
2. Fees: Fees for the Work shall be specified in the bid, (the "Contract Price").
3. Change Orders. The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions ("Change Orders"). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized only upon execution of a written Change Order. The amount of any increase or decrease in the

Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor's overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor's overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.

4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit C2, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Working Drawings and Specifications at the Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
8. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

9. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
10. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
11. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
12. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
13. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
14. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit C1, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
15. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
16. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$1,000 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.
17. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described in the bid.

In compliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted and completed in the Bid along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

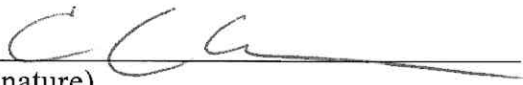
In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20_____.

Contractor

Town of Huntersville

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

Town Manager

By: 
(Signature)

Attest: _____
Town Clerk

Title: _____
President

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

Attest: 
(Secretary, if a corporation)

Finance Director

Contractor's Federal Social Security ID No.:

NC - 67108

Contractor's License No.:

56-2157111

CONTRACT PAYMENT BOND

Date of Payment Bond Execution: _____

Name of Principal Contractor: Country Boy Landscaping, Inc.

Name of Surety: Swiss Re Corporate Solutions America Insurance Corporation

Name of Contracting Body: Town of Huntersville

105 Gilead Road, Suite 300, Huntersville, NC 28070

Amount of Bond: Four Hundred Forty Thousand Six Hundred Six Dollars and 78/100 (\$440,606.78)

Contract ID No.: _____

County Name: Mecklenburg County

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACT PAYMENT BOND, CON'D

Affix Seal of Surety Company



Swiss Re Corporate Solutions America Insurance Corporation

Print or type Surety Company Name

By Emily S. Wicker

Print, stamp or type name of Attorney-in-Fact

Emily S. Wicker

Signature of Attorney-in-Fact

Julie Stanley

Signature of Witness

Julie Stanley

Print or type Signer's name

McGriff Insurance Services, LLC
4309 Emperor Blvd., Suite 300, Durham, NC 27703

Address of Attorney-in-Fact

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

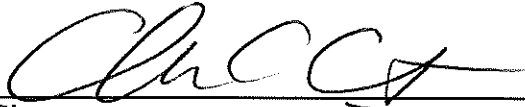
Country Boy Landscaping, Inc.

Full name of Corporation

429 Old Mocksville Road, Statesville, NC 28625

Address as prequalified

By



Signature of President, ~~Vice President~~, ~~Assistant Vice President~~

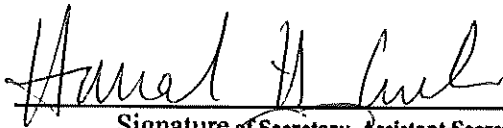
Select appropriate title



Print or type Signer's name

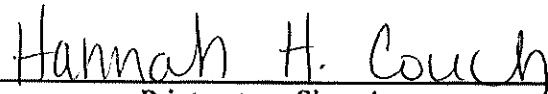


Attest



Signature of Secretary, ~~Assistant Secretary~~

Select appropriate title



Print or type Signer's name

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

KENNETH J. PEEPLES, BOBBI D. PENDLETON, HEATHER SEGRIST, CHRISTOPHER A. LYDICK, JULIA C. McELIGOTT, ADAM PFANMILLER, MEGAN S. BARTMAN, ROYDA W. BUSH,
DAVID LIGGETT, MARGO G. ROBERTS, JOSEPH ZOLLER, MICHAEL MCCREADIE, HOLDEN KEEN, PHILIP KNOWER, CHELSEA CRANEY, TURNER A. ESTEP, CHRISTINA WORRELLS,

M. KATHRYN MCCARTHA POWERS and EMILY S. WICKER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

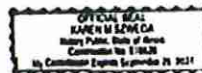
this 9TH day of AUGUST, 20 24

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 9TH day of AUGUST, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szewca
Karen M. Szewca, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of ____, 20__.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: Country Boy Landscaping, Inc.

Name of Surety: Swiss Re Corporate Solutions America Insurance Corporation

Name of Contracting Body: Town of Huntersville
105 Gilead Road, Suite 300, Huntersville, NC 28070

Amount of Bond: Four Hundred Forty Thousand Six Hundred Six Dollars and 78/100 (\$440,606.78)

Contract ID No.: _____

County Name: Mecklenburg County

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Swiss Re Corporate Solutions America Insurance Corporation

Print or type Surety Company Name



By Emily S. Wicker

Print, stamp or type name of Attorney-in-Fact

Emily S. Wicker

Signature of Attorney-in-Fact

Julie Stanley

Signature of Witness

Julie Stanley

Print or type Signer's name

McGriff Insurance Services
4309 Emperor Blvd., Suite 300, Durham, NC 27703
Address of Attorney-in-Fact

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Country Boy Landscaping, Inc.

Full name of Corporation

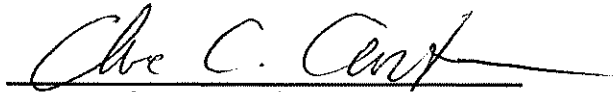
429 Old Mocksville Road, Statesville, NC 28625

Address as prequalified

By



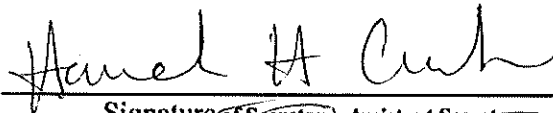
Signature of President, ~~Vice President~~, Assistant Vice President
Select appropriate title



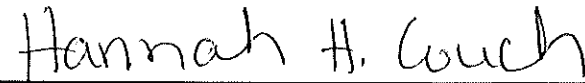
Print or type Signer's name



Attest



Signature of Secretary, Assistant Secretary
Select appropriate title



Print or type Signer's name

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

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KENNETH J. PEEPLES, BOBBI D. PENDLETON, HEATHER SEGRIST, CHRISTOPHER A. LYDICK, JULIA C. McELIGOTT, ADAM PFANMILLER, MEGAN S. BARTMAN, RONDA W. BUSH,
DAVID LIGGETT, MARGO G. ROBERTS, JOSEPH ZOLLER, MICHAEL MCCREADIE, HOLDEN KEEN, PHILIP KNOWER, CHELSEA CRANEY, TURNER A. ESTEP, CHRISTINA WORRELLS,

M. KATHRYN MCCARTHA POWERS and EMILY S. WICKER JOINTLY OR SEVERALLY

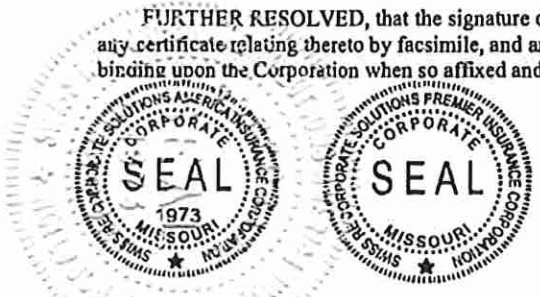
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

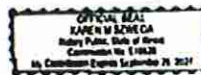
this 9TH day of AUGUST, 20 24

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 9TH day of AUGUST, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szwed
Karen M. Szwed, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this _____ day of _____, 20 ____.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Accept Streets for Maintenance in the Hampton's Professional Center

EXPLAIN REQUEST:

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in the Hamptons Professional Center.

Street Name	From	To	Approx. Length
Northdowns Lane	Statesville Road	Hamptons Park Drive	375-ft
Hamptons Park Drive	End of Road – Barricade at north end	End of Road – Arbor Ridge Entrance	1005-ft

ACTION RECOMMENDED:

Accept Streets for Maintenance

FINANCIAL IMPLICATIONS:

Powell Bill

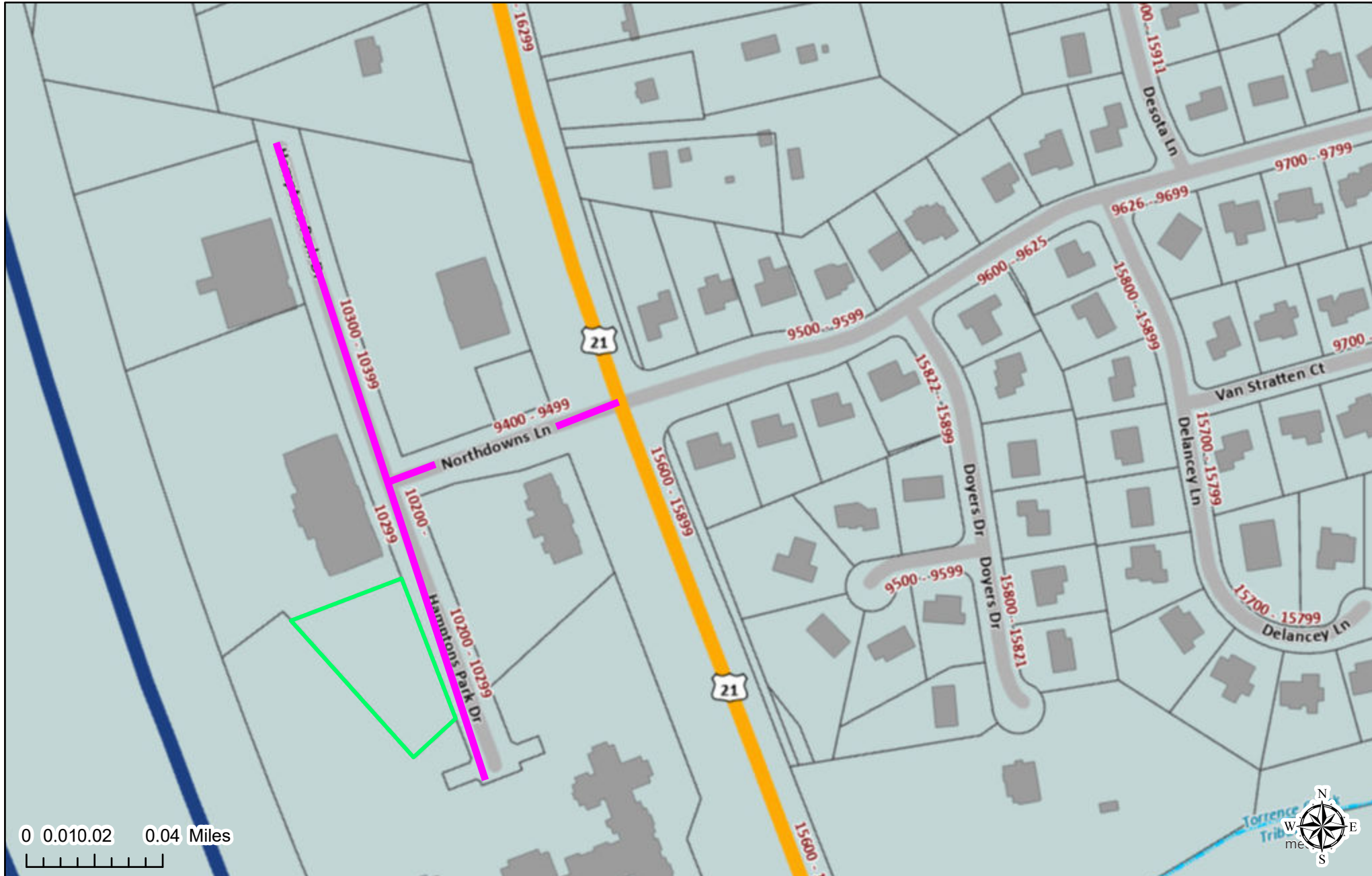
ATTACHMENTS:

1. Hamptons Professional Center - Map
2. Hamptons Professional Center - Aerial

Polaris Map – Mecklenburg County, North Carolina

Hampton Professional

Date Printed: 8/7/2024 9:18 AM

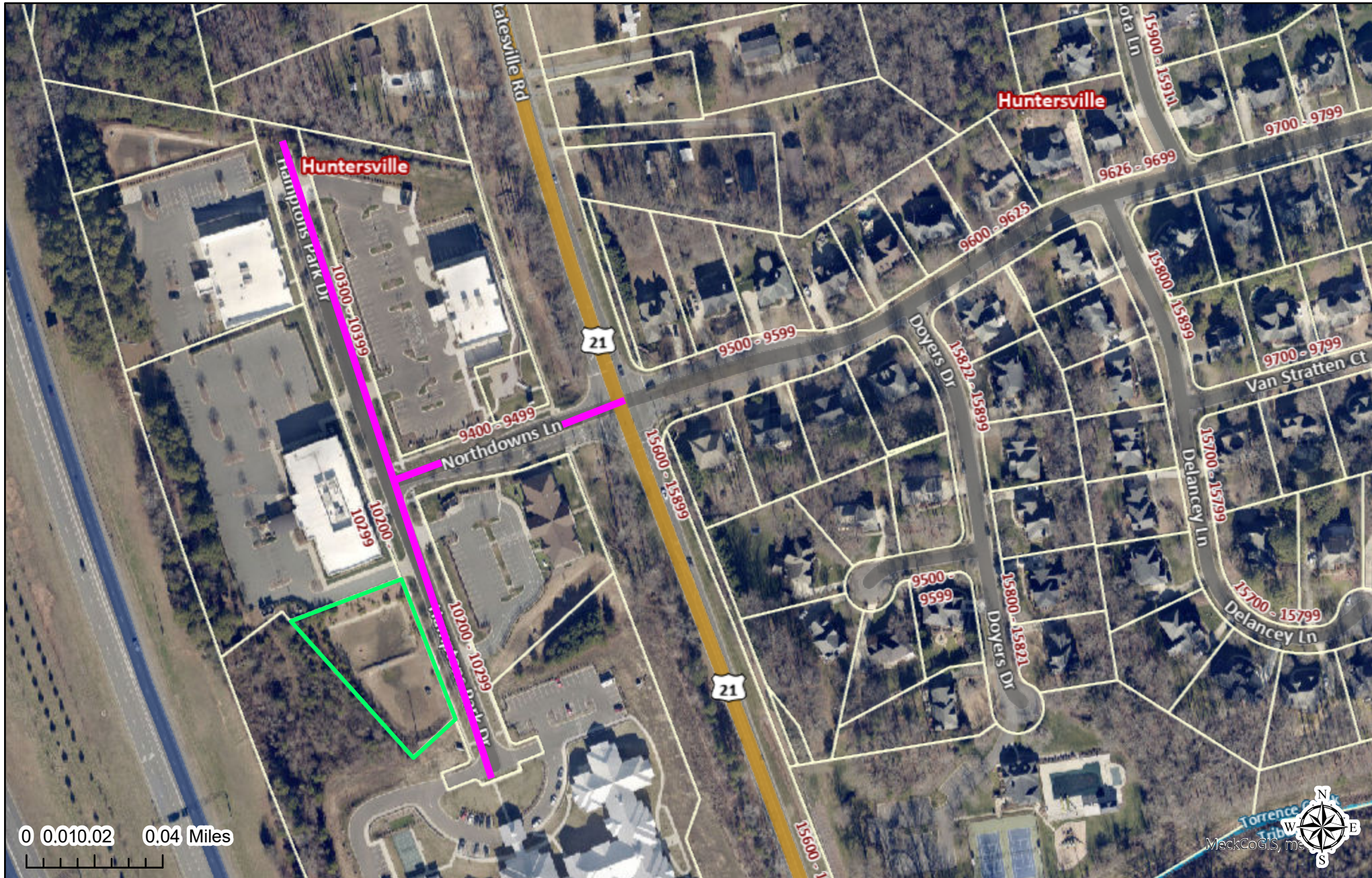


This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information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

Polaris Map – Mecklenburg County, North Carolina

Hampton Professional

Date Printed: 8/7/2024 9:17 AM



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Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Accept Streets for Maintenance

EXPLAIN REQUEST:

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located off of 11208 Statesville Road.

Street Name	From	To	Approx. Length
Hunstad Blvd	465' E of Statesville Rd	End of Road (Cul de sac)	100-ft

ACTION RECOMMENDED:

Accept Streets for Maintenance

FINANCIAL IMPLICATIONS:

Powell Bill

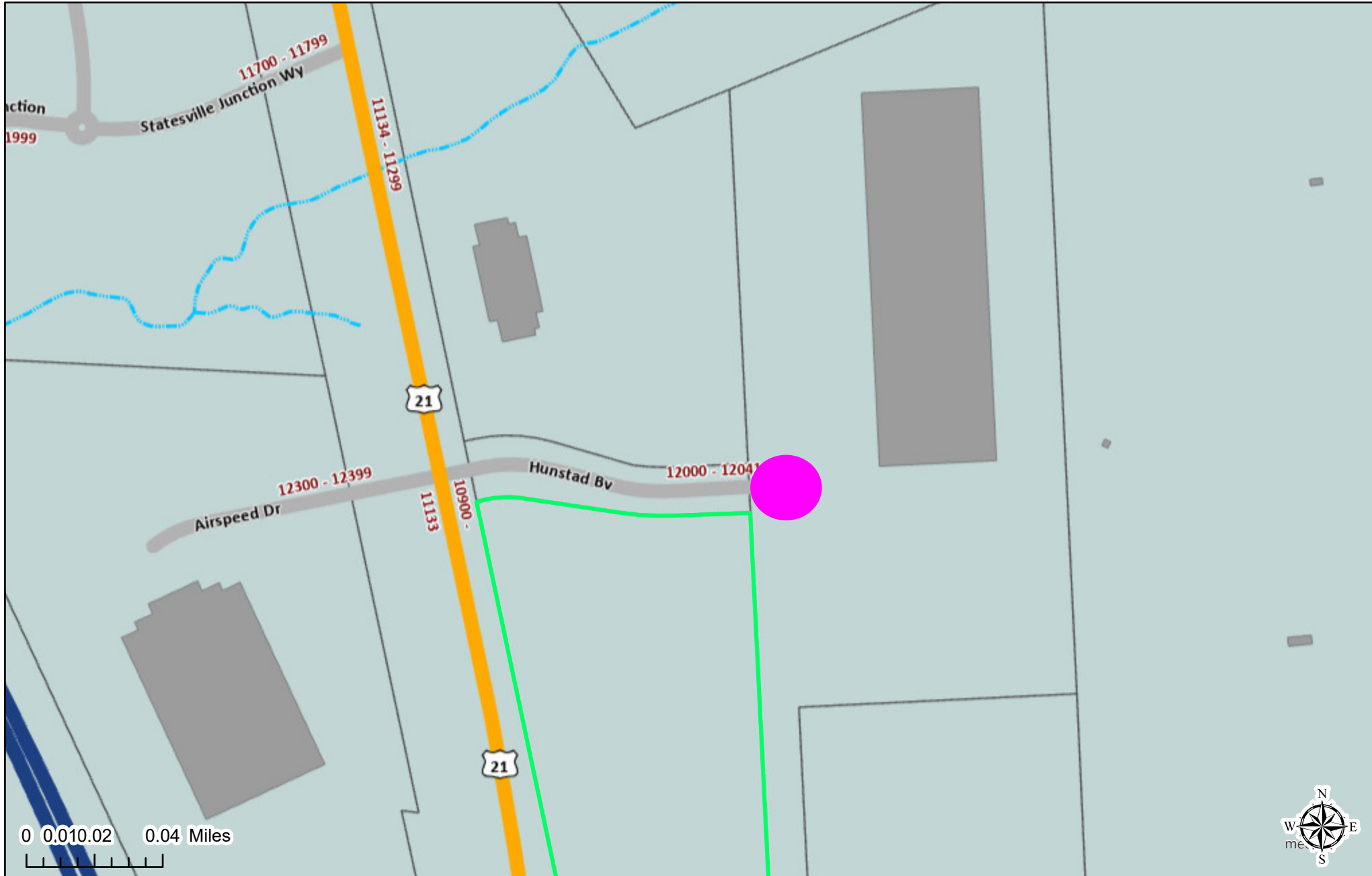
ATTACHMENTS:

1. Hunstad Bv - Map
2. Hunstad Bv - Aerial

Polaris Map – Mecklenburg County, North Carolina

Hunstad Bv

Date Printed: 8/5/2024 3:36 PM

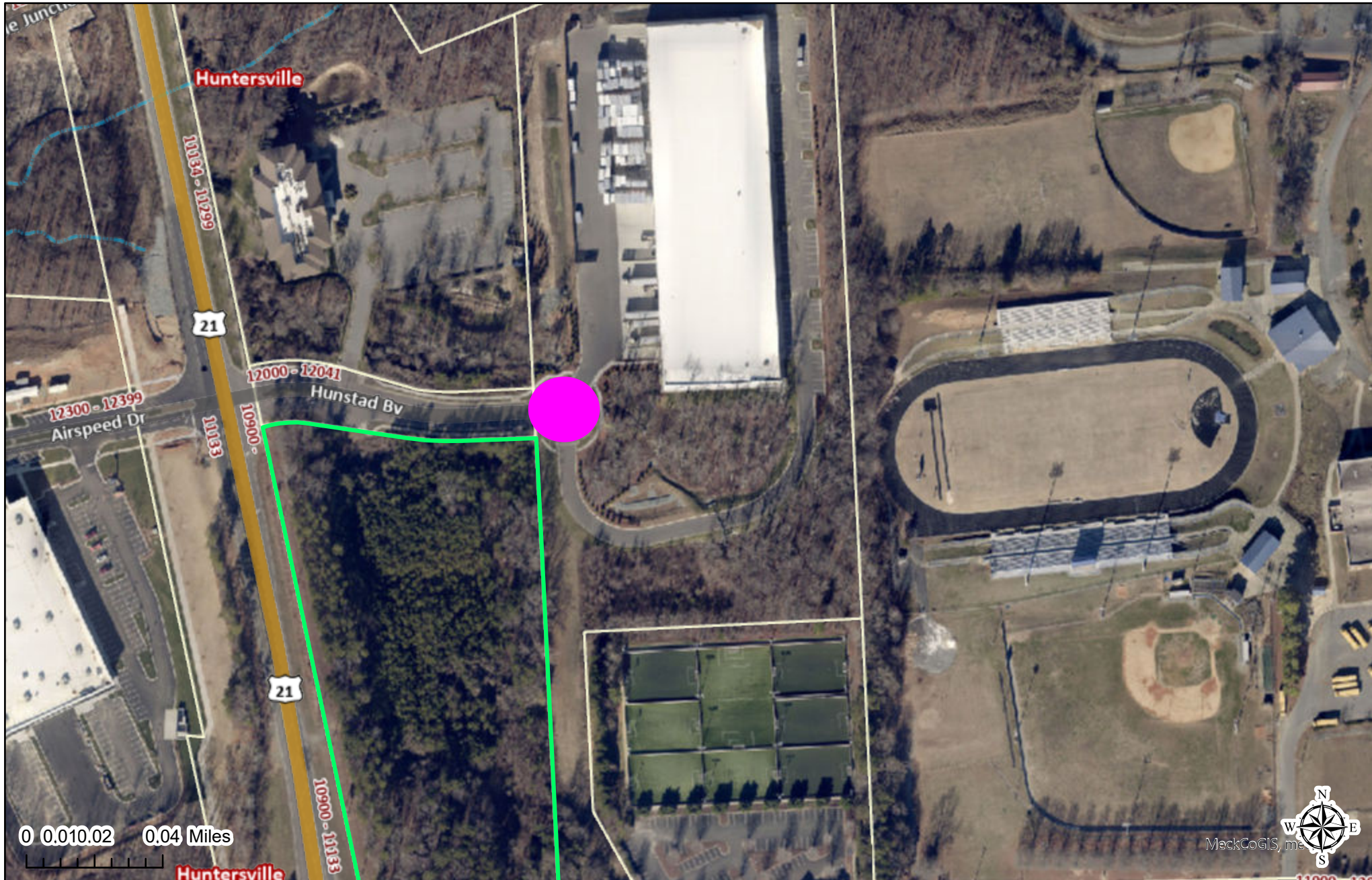


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Polaris Map – Mecklenburg County, North Carolina

Hunstad Bv

Date Printed: 8/5/2024 3:32 PM



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Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Accept Streets for Maintenance in the Rosedale Subdivision

EXPLAIN REQUEST:

It is recommended that the Town of Huntersville accept the street listed below for maintenance, which are located in the Rosedale Subdivision.

Street Name	From	To	Approx. Length
Market Square Drive	Rosewood Meadow Lane	Rose Commons Drive	475-ft

ACTION RECOMMENDED:

Accept Streets for Maintenance

FINANCIAL IMPLICATIONS:

Powell Bill

ATTACHMENTS:

1. Market Square Dr - Map
2. Market Square Dr - Aerial

Polaris Map – Mecklenburg County, North Carolina

Market Square Drive

Date Printed: 8/5/2024 3:24 PM



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Polaris Map – Mecklenburg County, North Carolina

Market Square Drive

Date Printed: 8/5/2024 3:25 PM



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Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Accept Streets for Maintenance in North Creek Village - Commercial

EXPLAIN REQUEST:

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in the North Creek Village – Commercial Subdivision.

Street Name	From	To	Approx. Length
North Creek Village Drive	Sam Furr Rd	Prosperity Church Rd	1835-ft
Village Crossing Road	North Creek Village Dr	Prosperity Church Rd	800-ft

ACTION RECOMMENDED:

Accept Streets for Maintenance

FINANCIAL IMPLICATIONS:

Powell Bill

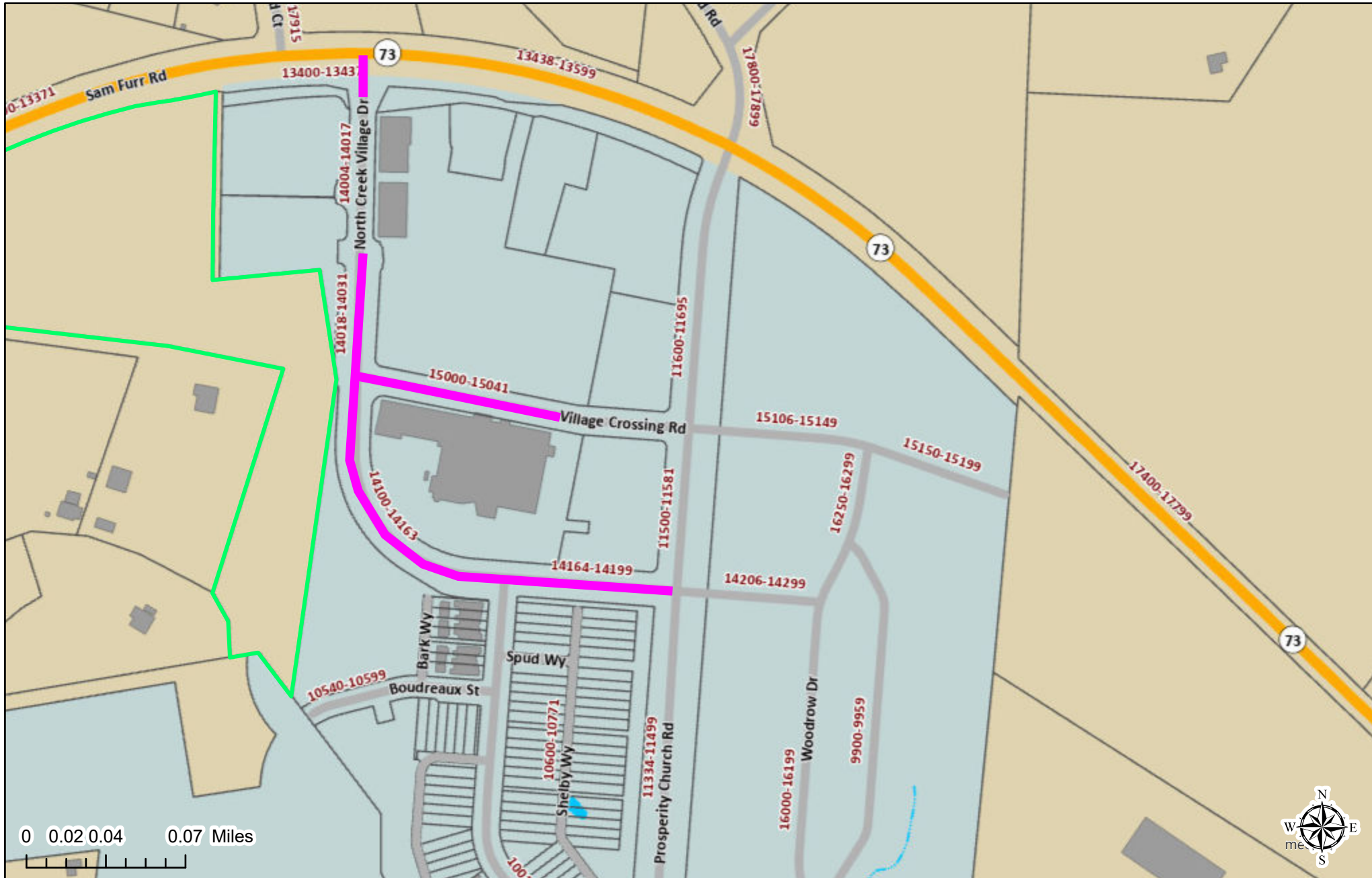
ATTACHMENTS:

1. North Creek Village - Commercial - Map
2. North Creek Village - Commercial - Aerial

Polaris Map – Mecklenburg County, North Carolina

North Creek Village - Commercial

Date Printed: 10/10/2024 2:53 PM

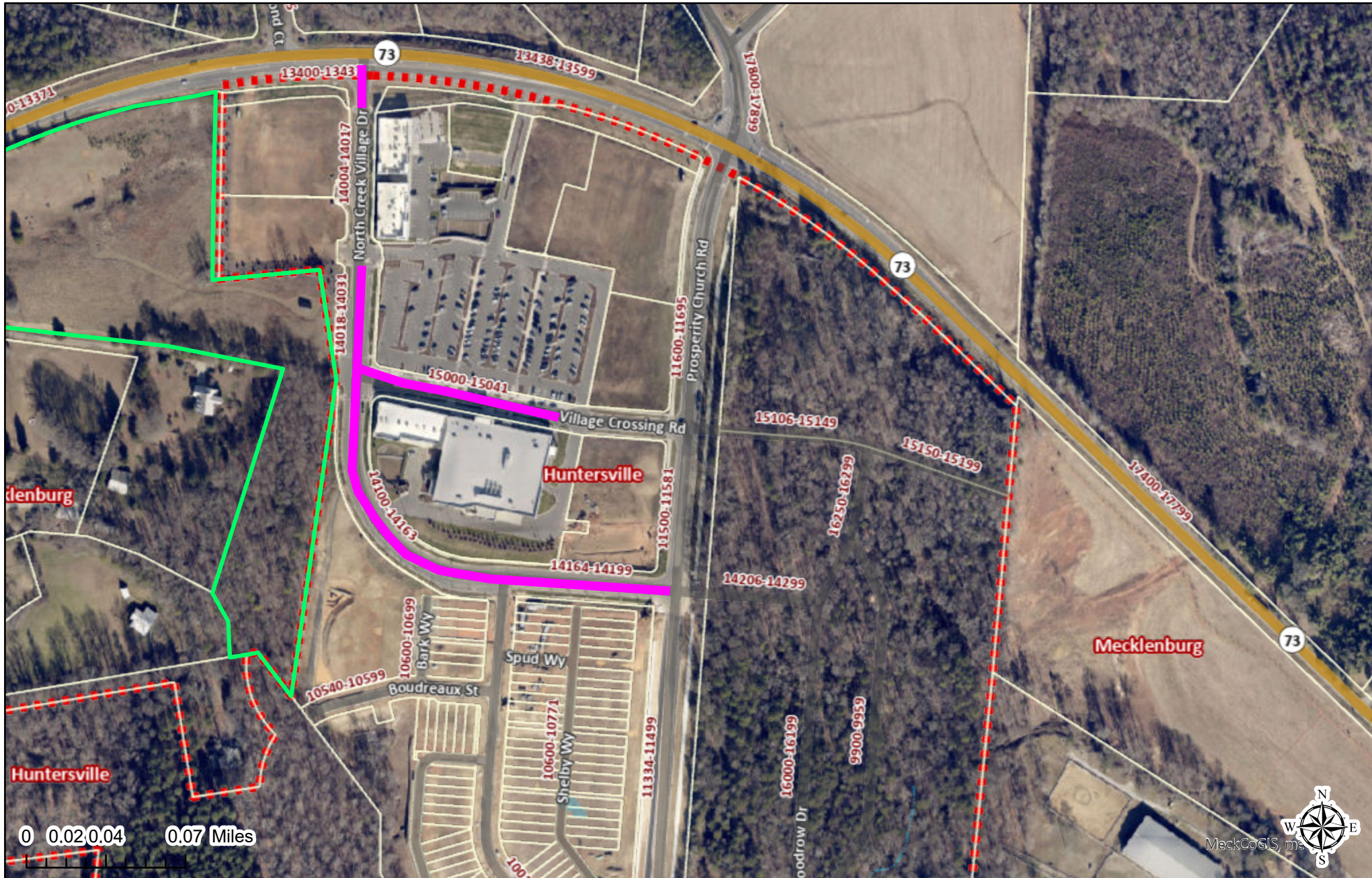


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Polaris Map – Mecklenburg County, North Carolina

North Creek Village - Commercial

Date Printed: 10/10/2024 2:54 PM



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Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Accept Streets for Maintenance in Walden Phase 6

EXPLAIN REQUEST:

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in the Walden - Phase 6 subdivision.

Street Name	From	To	Approx. Length
Ravenall Drive	158-ft E of Keyes Meadow Way	154-ft W of Beecher Commons Drive	1373-ft
Casabella Drive	164-ft S of Ellery Channing Drive	141-ft N of Ravenall Drive	631-ft
Ellery Channing Drive	Casabella Drive	198-ft W of Chopin Ridge Road	420-ft
Chopin Ridge Road	144-ft N of Ravenall Drive	148-ft N of Ellery Channing Drive	490-ft

ACTION RECOMMENDED:

Accept Streets for Town Maintenance

FINANCIAL IMPLICATIONS:

Powell Bill

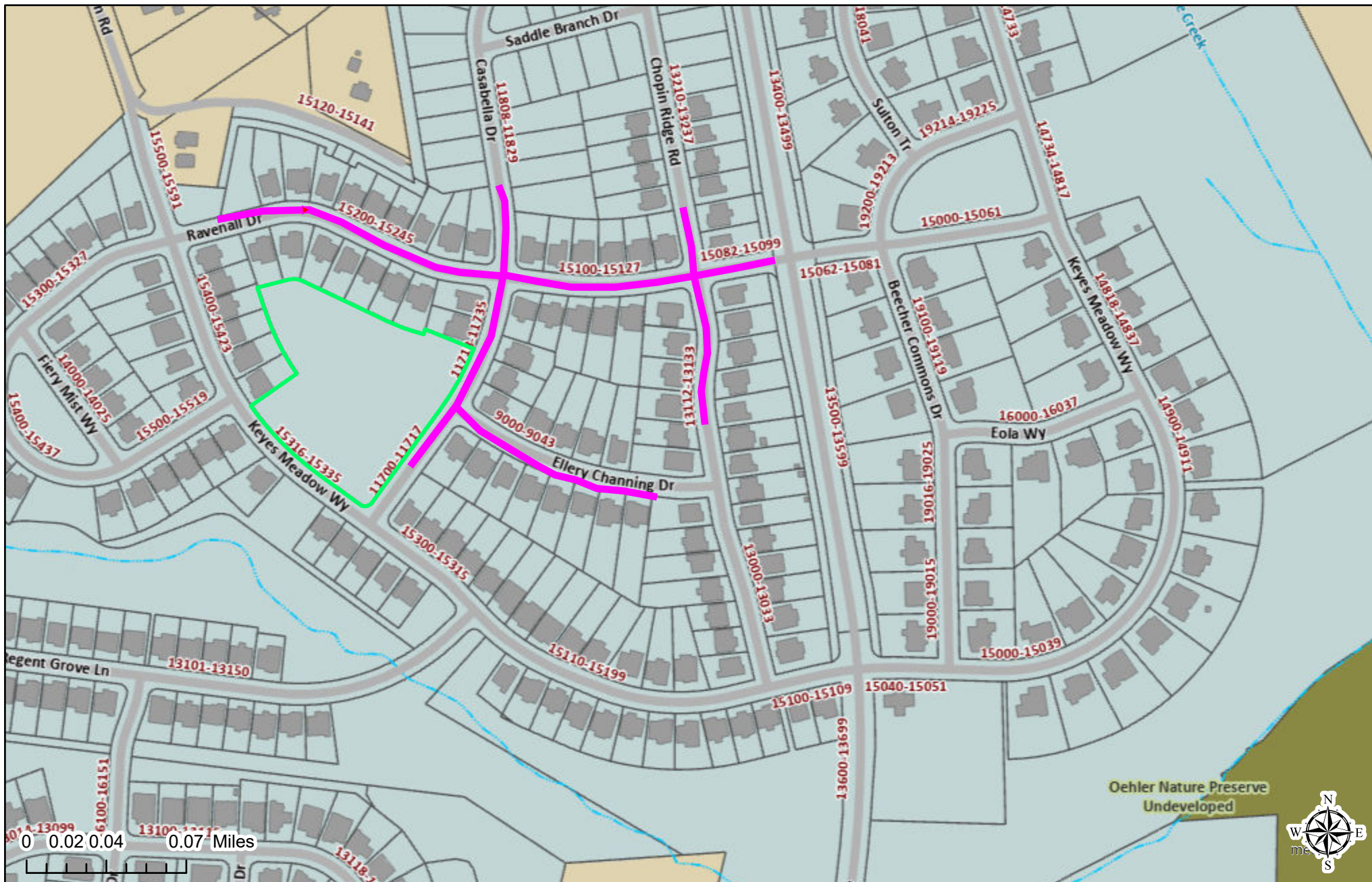
ATTACHMENTS:

1. Walden Phase 6 - Map
2. Walden Phase 6 - Aerial

Polaris Map – Mecklenburg County, North Carolina

Walden Phase 6

Date Printed: 8/5/2024 4:16 PM

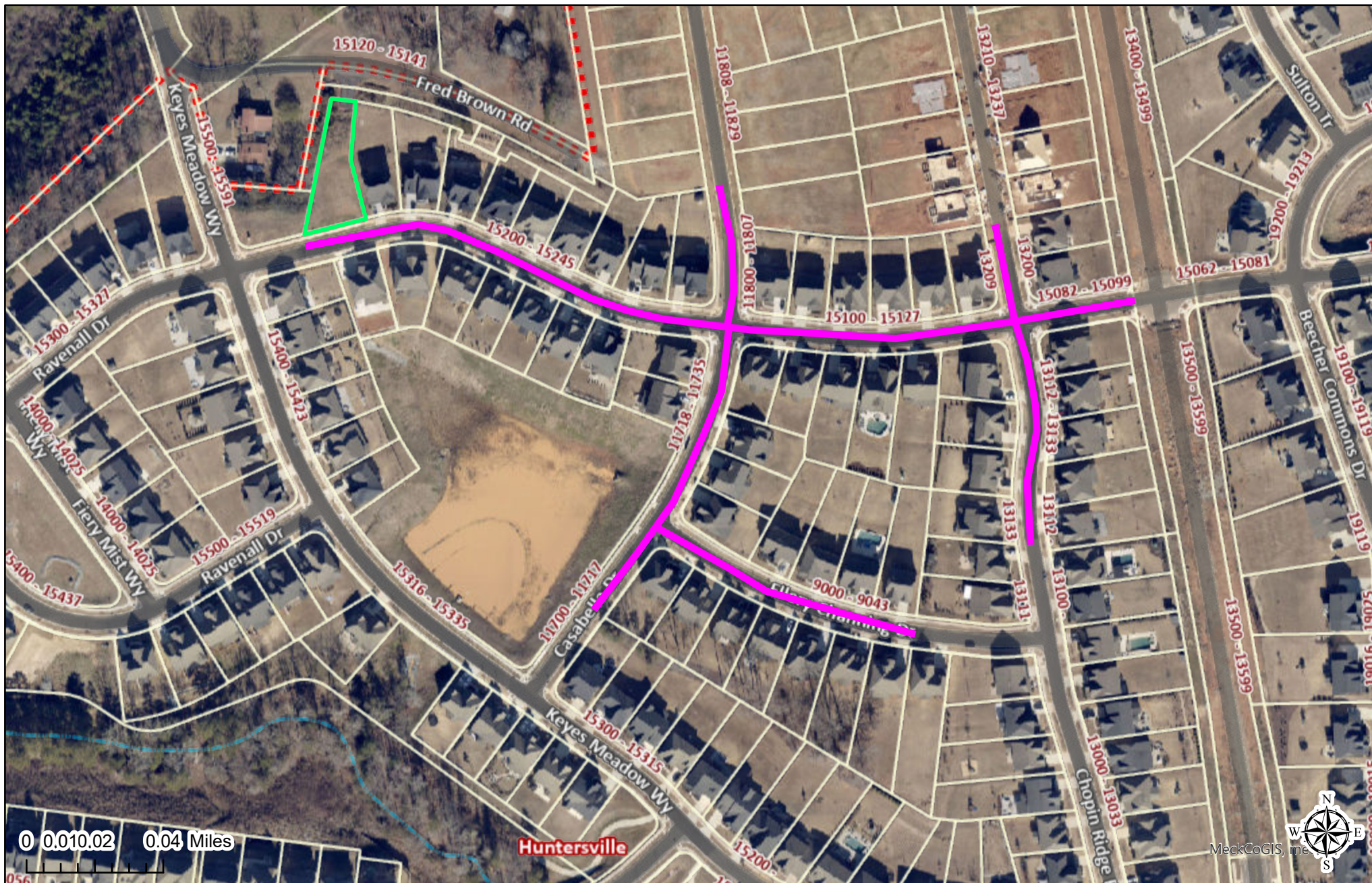


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Polaris Map – Mecklenburg County, North Carolina

Walden Phase 6

Date Printed: 8/5/2024 4:41 PM



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Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Call a Public Hearing for Petition #R24-12 Walden Berm Revision

EXPLAIN REQUEST:

Call a Public Hearing for Tuesday, November 19, 2024 at 6:00 p.m. at Huntersville Town Hall on Petition #R24-12, a request by TF Walden, LP to rezone +/- 21.599 acres located north of Huntersville-Concord Rd and south of Ramah Church Rd. (Parcels # 01943117 & 01943169) from Neighborhood Residential Conditional District (NR-CD) to Neighborhood Residential Conditional District (NR-CD) for the revision to a previously approved berm.

ACTION RECOMMENDED:

Call a public hearing for Petition #R24-12 Walden Berm Revision

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Public Hearing on Petition #R24-09 Town Center General Rezoning

EXPLAIN REQUEST:

Conduct a Public Hearing on Petition #R24-091-17, a request by Martha Rawdon, Larry & France Garner, Derong Huang, Franklin Lowry, & HFH Investments LLC to rezone +/- 3.213 acres located at 106, 115, 117, 121 Gilead Rd (Parcels #01711623, 01711620, 01711621, 01712208) from Neighborhood Residential District to Town Center District.

ACTION RECOMMENDED:

Conduct a Public Hearing.

FINANCIAL IMPLICATIONS:

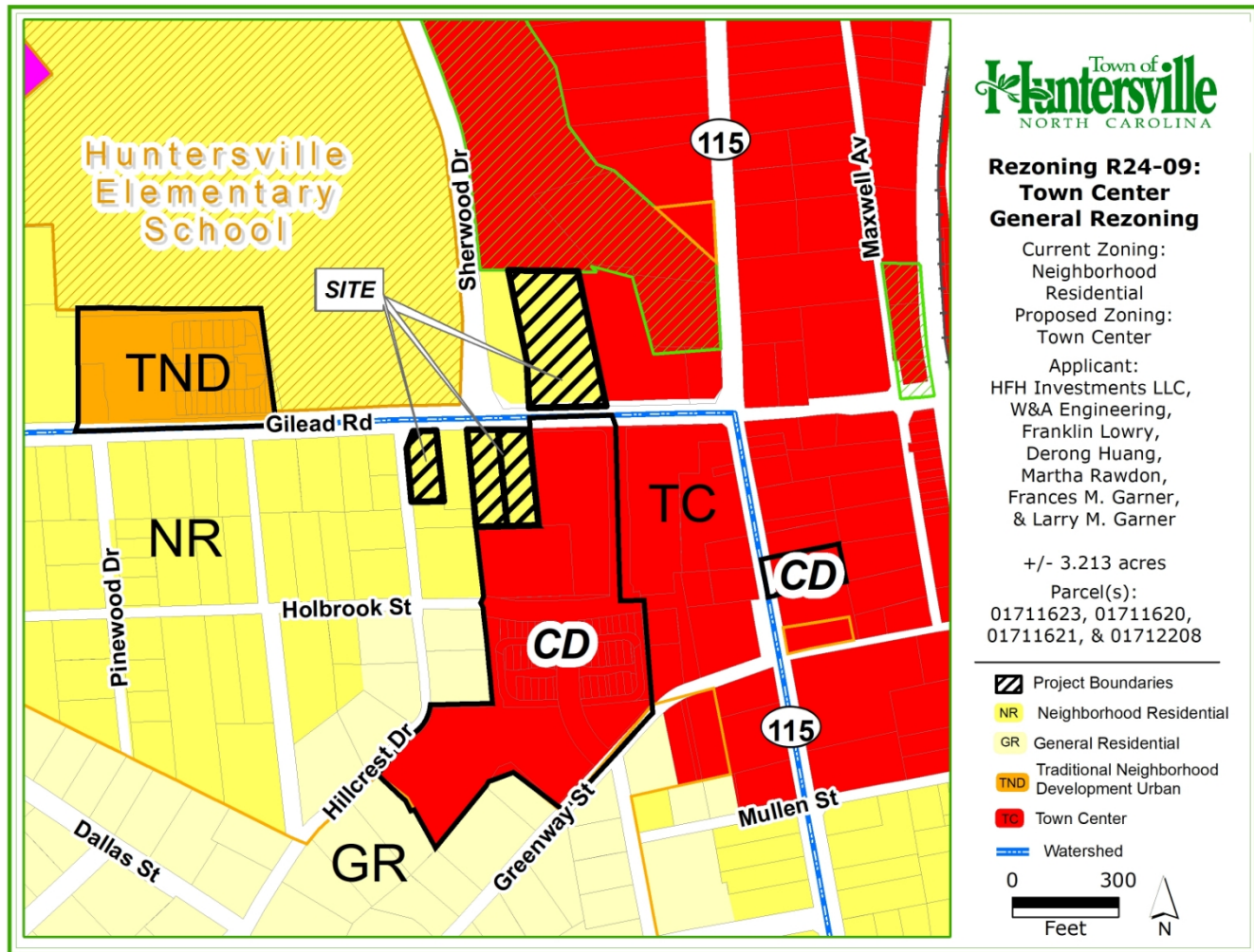
N/A

ATTACHMENTS:

1. R24-09 PH Staff Report
2. A - Applications
3. B - Rezoning Map

Petition R24-09: Town Center General Rezoning

PART 1: PROJECT SUMMARY



Application Summary:

- Petition #R24-09 is a request by HFH Investments, Franklin Lowery, Derong Huang, Martha Rawdon, Frances & Larry Garner owners of Parcels 01711623, 01711620, 01711621, & 01712208 to rezone the properties from Neighborhood Residential to Town Center.
- Adjoining Zoning and Land Uses
 - North: Town Center (TC) & Neighborhood Residential (NR) - Park, School, & Residential.
 - South: Town Center (TC) Neighborhood Residential (NR), General Residential (GR) – Mixed Use, Commercial, & Residential.
 - East: Town Center (TC) – Mixed Use & Commercial.
 - West: Neighborhood Residential (NR) – Residential, Commercial, & School.

3. The Planning Staff certifies the required notifications were made for the public hearing. Notice was advertised in the Charlotte Observer, adjacent property owner notice post cards were sent and a sign was installed at the subject property per state statute requirements.

PART 2: REZONING/SITE PLAN ISSUES

- Since this is a general rezoning, there are no site specific issues with this rezoning application as there is no site plan attached to the request. Any proposed future development would have to comply with the Town Center zoning district and all applicable requirements of the Zoning and Subdivision Ordinances.
- The Huntersville 2040 Plan shows this property is located within the Town Core & Mixed Use designation.



Town Core

The Town Core designation includes a variety of neighborhoods containing a mix of residential housing types, including single-family homes, townhomes, and apartments. Their design focuses on traditional neighborhood planning principles, including short blocks, connected streets, streetscape standards, and other features that improve walkability. These areas are denser than the “Moderate Density” and “Residential Edge” character areas and may include non-residential development as specified in small area plans and at other sites that meet locational criteria.



Mixed-Use Centers

Mixed-Use Centers contain vertical mixed-use along key frontages. New development includes wide sidewalks, buildings are close to the street with high levels of transparency, and parking is located in the rear. A mix of housing is allowed, including urban options throughout (apartments, townhomes, cottage homes, etc.). Downtown has specific requirements for streetscape and development intensity, including a maximum first floor footprint.



- The 2040 Plan also shows this property is located within the Tier 1 & 2 designations. These areas call for a mixture of uses.



Downtown - Tier 1

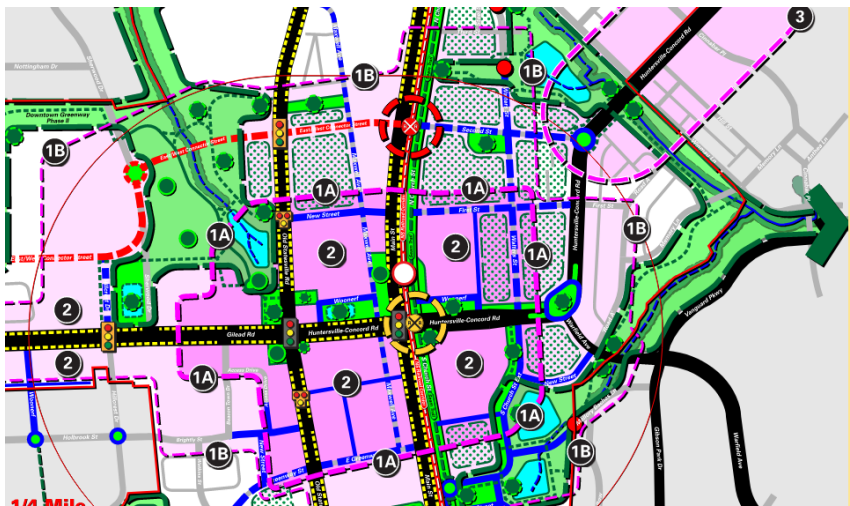
Encourage commercial, office and/or residential. Shopfronts, urban workplaces and apartment buildings are allowed. Generally 2-4 stories.



Downtown - Tier 2

Generally 2-3 stories. Predominately residential with some small-scale commercial and/or office. Reuse of structures on main roads. Residential can include townhomes, duplexes, triplexes, quadplexes, and urban single-family home types, including alley-loaded bungalows, pocket neighborhoods and cottage courts.

- The 2022 Downtown Master Plan calls for Gathering areas to be developed in the Primary & Secondary areas.



Area B. The Primary Gathering Area is expanded as the approximate 1/4-Mile walkable district to encompass several blocks on both sides of NS Railroad Corridor, and extend along Gilead Rd between the West Gateway and Downtown Core.

- New Commercial Development is limited to feasible locations within the Primary Gathering Area.

Note: This does mean that the entire Primary Gathering Area (A or B) would or should contain Commercial Development.

- Secondary Gathering Areas are focused around the North, South, East and West Downtown Gateways.

- New Commercial Development is limited to locations within the Secondary Gathering Areas defined in each Downtown Gateway.

General Note: Opportunities for convening outdoor activities and events (Post-COVID) within unique gathering areas should be provided including, but not limited to elevated parking decks, roof tops, and open air adaptive structures and venues.

PART 3: TRANSPORTATION ISSUES

- No Transportation issues. Any new development may be subject to TIA requirements.

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”.

STAFF COMMENT – Staff finds the proposed rezoning consistent with the following policies of the **2040 Huntersville Community Plan**:

Policy 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.

Policy LU 6.2: Commercial uses are encouraged in the Town Core and as specified in adopted Small Area Plans.

LU 6.3: Small scale, neighborhood-serving commercial and office uses may be allowed in Town Core and Moderate Density areas specified on the Future Land Use map at key locations if designed in a context sensitive manner.

EV 1.2: Focus economic development in areas that support growth.

- Preserve areas suitable for business and industrial development, along with a mixture of support uses, to ensure an adequate inventory of land for future growth and development, with increases to this inventory as required. These areas should have proximity to existing or future activity centers, have access to transportation options and utility service, and offer amenities for employees.

EV 2.2: Leverage Downtown as a unique destination.

- By focusing on events, future business mix, and easy parking, the Town should promote Downtown and its Historic District as the heart of the community that offers a unique amenity to residents, employees, and visitors.

EV 2.3: Attract businesses to Downtown.

- Encourage new businesses that help Downtown meet the 10|10|10 goal of having 10 places that serve food, 10 retail establishments (non-chain and not thrift stores) and 10 businesses open after 6 pm.
- Coordinate advocacy and align resources to support and attract economic development opportunities to Downtown Huntersville.
- New resources could include a downtown business guide covering zoning, parking, signage, building codes and resources for prospective businesses and landowners.
- Identify and consider offering community resources that could be leveraged to support growth, including grants and other incentives.

STAFF COMMENT – Staff finds the proposed rezoning consistent with the Organizing Principle – Gathering from the **2022 Downtown Plan**:

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 overall character of the existing development in the immediate vicinity of the subject properties is commercial, residential, & mixed use in nature. The Town Center (TC) district uses would be consistent with the surrounding development.

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 are no public facility concerns for a general rezoning application. Any traffic impact or public facility needs will be reviewed during the subsequent site plan review for any proposed development.

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 resources.

PART 5: PUBLIC HEARING

The Public Hearing is scheduled for November 4th, 2024.

PART 6: STAFF RECOMMENDATION

Staff recommends approval of the rezoning application as the Town Center (TC) district is consistent with envisioned development patterns in the 2040 Community Plan & 2022 Downtown Plan. The General Rezoning is consistent with policies LU 6.1, 6.2, EV 1.2, 2.2, 2.3 and the Gathering Principle of the 2022 Downtown Master Plan.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board meeting is scheduled for January 25, 2022.

ATTACHMENTS:

1. Applications
2. Rezoning Map

PART 8: CONSISTENCY STATEMENT – R24-09 Town Center GENERAL REZONING

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning of Petition R24-09, Town Center General Rezoning Planning Staff finds that the rezoning is consistent with Policy LU 6.1, 6.2, EV 1.2, 2.2, 2.3, and the Gathering Principle of the 2022 Downtown Master Plan. The Town Center district will be consistent with the character and uses adjacent to the subject properties.	APPROVAL: <u>(insert applicable plan reference) (Explain)</u>	APPROVAL: <u>(insert applicable plan reference) (Explain)</u>
DENIAL: N/A	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>	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

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

1. Application Type

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

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

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

2. Project Data

Date of Application June 26, 2024

Name of Project 106 Gilead Rezone Phase # (if subdivision) _____

Project Address 106 Gilead Rd, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01712208

Current Zoning District NR Proposed District (for rezoning only) TC

Property Size (acres) 1.727 AC Street Frontage (feet) 217.64 FT

Current Land Use Single Family Residential

Proposed Land Use(s) Single Family Residential

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.

Rezone request from Neighborhood Residential (NR) to Town Center (TC)

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 Martha M. Rawdon

Phone _____

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

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

Signature Martha M. Rawdon

Title Owner

Email mrrmmr@windstream.net

Address of Applicant 189 Scalybark Trail, Concord, NC 28027

7. Property Owner (if different than applicant)

*Printed Name _____

Phone _____

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

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

Signature _____

Title _____

Email _____

Address of Property Owner _____

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

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

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
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Design Firm	Name of Contact	Phone	Email
-------------	-----------------	-------	-------

Contact Information

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

Phone:

704-875-7000

Fax:

704-992-5528

Physical Address:

105 Gilead Road, Third Floor

Website:

<https://www.huntersville.org/228/Planning-Department>

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 Larry W. Garner (Trustee of Garner Living Trust) Phone _____
☐ Corporation ☐ Limited Liability Company ☒ Trust ☐ Partnership ☐ Other: _____

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

Signature Larry W. Garner, Trustee
Title Owner Email garnerlwg0@aol.com

Address of Applicant 189 Scalybark Trail, Concord, NC 28027 & 7417 Fox Chase Dr, Trinity, NC 27370

7. Property Owner (if different than applicant)

*Printed Name _____ Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____
Title _____ Email _____

Address of Property Owner _____

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

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

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
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Design Firm	Name of Contact	Phone	Email
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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

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 Frances M. Garner (Trustee of Garner Living Trust) Phone _____
☐ Corporation ☐ Limited Liability Company ☒ Trust ☐ Partnership ☐ Other: _____

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

Signature Frances M. Garner, Trustee
Title Owner Email garnerlwg0@aol.com

Address of Applicant 189 Scalybark Trail, Concord, NC 28027 & 7417 Fox Chase Dr, Trinity, NC 27370

7. Property Owner (if different than applicant)

*Printed Name _____ Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____
Title _____ Email _____

Address of Property Owner _____

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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 5/30/24

Name of Project 115 Gilead Rd Rezone Phase # (if subdivision) _____

Project Address 115 Gilead Rd Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01711620

Current Zoning District NR Proposed District (for rezoning only) TC

Property Size (acres) 0.554 AC Street Frontage (feet) 87.58 FT

Current Land Use Single Family Residential

Proposed Land Use(s) Single Family Residential

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.

Rezone request from Neighborhood Residential (NR) to Town Center (TC)

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 W&A Engineering Phone 704-875-1615
☒ 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 _____

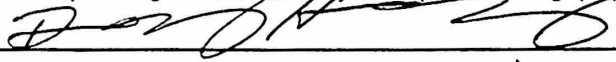
Title Director of Operations Email jhenson@waengineering.com

Address of Applicant 121 Gilead Rd Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name Derong Huang Phone 704-421-4409
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature 

Title Owner Email hronq79@gmail.com

Address of Property Owner 223 Cessna Rd Concord, NC 28027

* 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	Kristen James	704-875-1615	kjames@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



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 5/30/24

Name of Project 117 Gilead Rd Rezone Phase # (if subdivision) _____

Project Address 117 Gilead Rd, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01711621

Current Zoning District NR Proposed District (for rezoning only) TC

Property Size (acres) 0.535 AC Street Frontage (feet) 86.4 FT

Current Land Use Commercial - Day Care

Proposed Land Use(s) Permitted Town Center Uses

Is the project within Huntersville's corporate limits?
Yes ☒ 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.

Request to rezone to Town Center (TC) from Neighborhood Residential (NR)

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

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6. Applicant

Printed Name Franklin Lowry

Phone _____

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

☒ 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 Franklin M. Lowry

Title Owner Email frank@findbgc.com

Address of Applicant 9140 Cantrell Way Huntersville, NC 28078

7. Property Owner (if different than applicant) same as applicant

*Printed Name _____ Phone _____

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

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

Signature _____

Title _____ Email _____

Address of Property Owner _____

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8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
W&A Engineering	Kristen James	704-875-1615	kjames@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



General Application

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1. Application Type

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- ☐ 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 5/30/24

Name of Project 121 Gilead Rd Rezone Phase # (if subdivision) _____

Project Address 121 Gilead Rd

Parcel Identification Number(s) (PIN) 01711623

Current Zoning District NR Proposed District (for rezoning only) TC

Property Size (acres) 0.397 AC Street Frontage (feet) 268.74 FT

Current Land Use Commercial Office

Proposed Land Use(s) Commercial Office

Is the project within Huntersville's corporate limits?
Yes ☒ 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.

Rezone request from Neighborhood Residential (NR) to Town Center (TC)

4. Site Plan Submittals

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6. Applicant

Printed Name HFH Investments LLC Phone 704-577-4561
☒ 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 

Title Member/Manager Email jhenson@waengineering.com

Address of Applicant 121 Gilead Rd Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name HFH Investments LLC Phone 704-577-4561
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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Signature 

Title Managing Member Email jhenson@waengineering.com

Address of Property Owner 121 Gilead Rd Huntersville, NC 28078

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Development Firm	Name of Contact	Phone	Email
<u>W&A Engineering</u>	<u>Kristen James</u>	<u>704-875-1615</u>	<u>kjames@waengineering.com</u>
Design Firm	Name of Contact	Phone	Email

Contact Information

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



Rezoning R24-09: Town Center General Rezoning

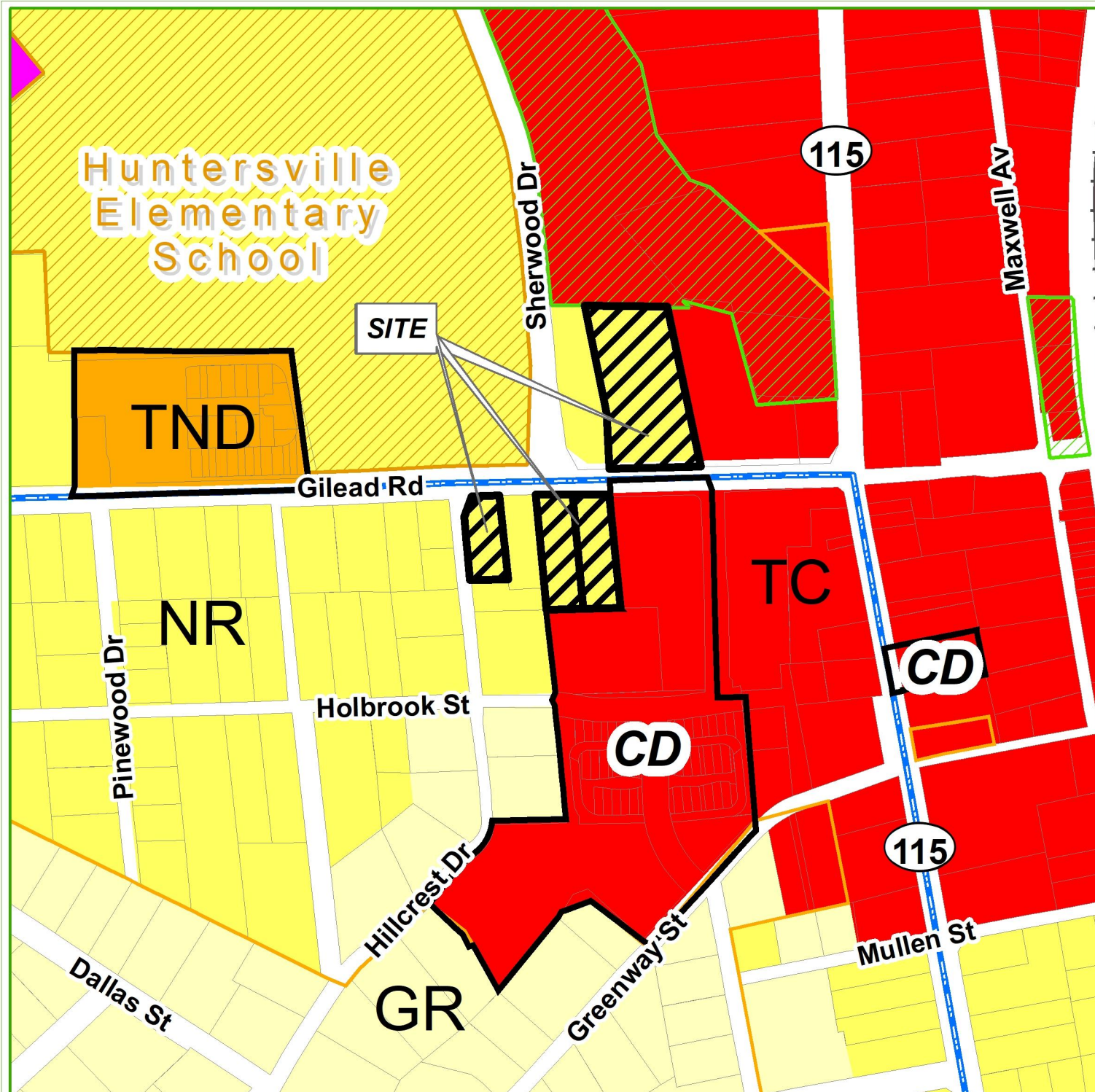
Current Zoning:
Neighborhood
Residential

Proposed Zoning:
Town Center

Applicant:
HFH Investments LLC,
W&A Engineering,
Franklin Lowry,
Derong Huang,
Martha Rawdon,
Frances M. Garner,
& Larry M. Garner

+/- 3.213 acres

Parcel(s):
01711623, 01711620,
01711621, & 01712208



- Project Boundaries
 - NR Neighborhood Residential
 - GR General Residential
 - TND Traditional Neighborhood Development Urban
 - TC Town Center
 - Watershed
- 0 300
Feet
- N



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: Public Hearing on Petition #R24-05: Hillco Skilled Nursing Facility

EXPLAIN REQUEST:

Petition #R24-05 is a request by Novant Health Inc. to rezone approximately 13.9 acres of land from Corporate Business (CB) to Campus Institutional Conditional District (CI-CD). The property is located at 13600 Reese Boulevard East in the Huntersville Business Park (PIN 01719110)

ACTION RECOMMENDED:

Hold a public hearing on Monday November 4th, 2024

FINANCIAL IMPLICATIONS:

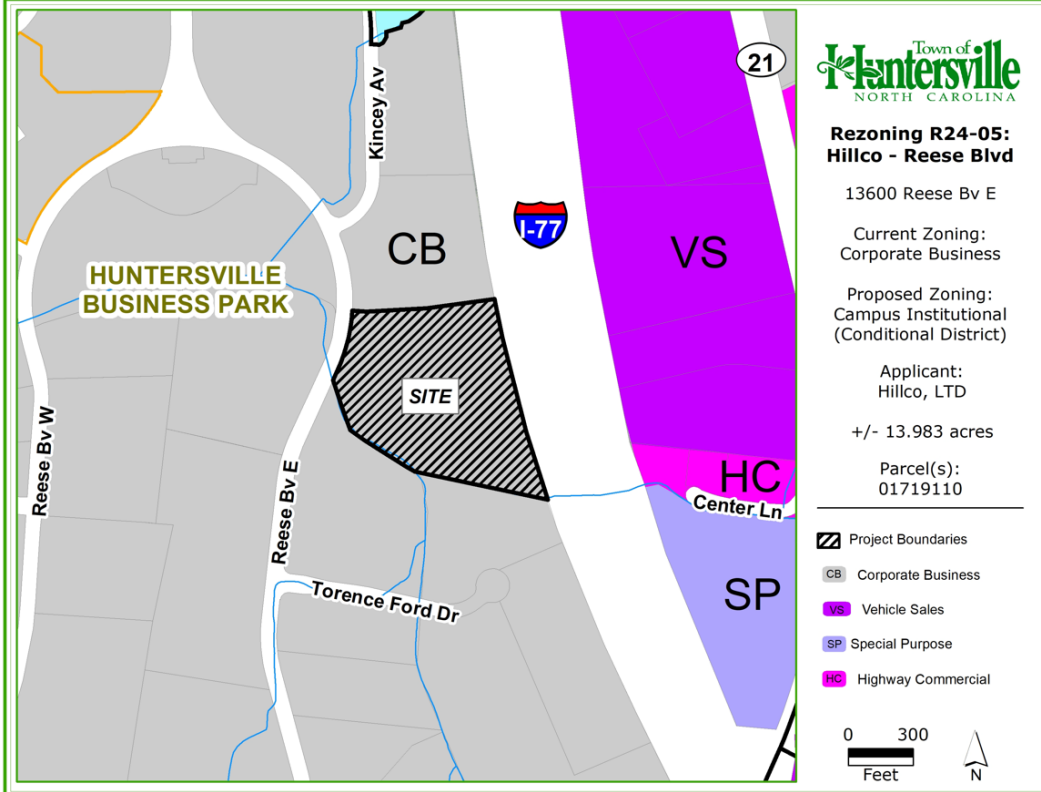
N/A

ATTACHMENTS:

1. R24-03 Hillco Staff Report - PH - 11 4 24
2. RZ24-05_Hillco Reese Blvd_Rezoning Site Plan Package_10.14.24
3. Hillco_Staff Report Eng_10.14.24
4. Hillco Employment Data
5. Community Meeting Package 10.15.24
6. TIA Determination - Hilco Nursing and Rehab 7-10-24
7. Hillco Rezoning_General Application EXECUTED

Petition R24-05 Hillco Skilled Nursing Facility

PART 1: PROJECT SUMMARY



Applicant: Hillco, LTD – Jonathan Rodgers

Property Owner: Novant Health, Inc.

Property Address: 13600 Reese Boulevard East

Project Size: (+/-) 13.98 acres

Parcel Numbers: 01719110

Current Zoning: Corporate Business (CB)

Current Land Use: Vacant

Proposed Zoning: Campus Institutional Conditional District (CI-CD)

Proposed Land Use: Skilled Nursing Facility

1. Purpose: Petition #R24-05 Hillco Skilled Nursing Facility, a request by Novant Health Inc. to rezone approximately 13.9 acres of land from Corporate Business to Campus Institutional Conditional District to develop a Skilled Nursing Facility. The property is located at 13600 Reese Boulevard East in the Huntersville Business Park.
2. Adjoining Zoning and Land Uses.
 - North: Corporate Business (CB) zoning, general office uses in the Huntersville Business Park.
 - South: Corporate Business (CB) zoning, general office uses in the Huntersville Business Park.
 - East: Interstate 77. East of I-77 is Vehicular Sales (VS), Highway Commercial (HC) zoning with the Hall Honda car dealership and general warehouse commercial along Center Lane.
 - West: Corporate Business (CB) zoning, general office uses in the Huntersville Business Park.
3. A neighborhood meeting was held on September 25, 2024. The invitation list, invitation, attendance list, and summary of the meeting are included in the agenda packet for review.
4. Notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of a rezoning sign along Reese Boulevard in front of the property.

- The applicant is proposing to develop a Nursing and Rehabilitation Center, also known as a Skilled Nursing Facility. The facility is proposed to have 110 beds and be approximately 72,000 sqft in size. This use is not permitted in the Corporate Business current zoning, therefore the rezoning application submitted to Campus Institutional.
- In the Campus Institutional zoning district, the use is categorized as a Congregate Care Facility. Congregate Care is exempted from parking requirements per 6.1 of the Zoning Ordinance.
- The property is located in the Huntersville Business Park which was developed under the 1991 Huntersville Zoning Ordinance. Normally, when a development meets the use allowance of the 1991 ordinance, the use is vested or grandfathered from current code requirements such as tree save, street frontage, buffers, sidewalks, water quality controls etc. However, because the applicant is proposing to rezone the property to permit a different use than was originally allowed, the vesting is lost, and the current ordinance becomes applicable.
- The subject property is encumbered by a significant amount of floodplain due to a branch of Torrance Creek running along the southern property line of the site. Therefore approximately 40% of the development is unbuildable.
 - Due to the floodplain's extent and location near the street, it is not possible to have the building front the street as the zoning ordinance would normally require for this use. However, Article 8.1.4 allows buildings to front on urban open space that meets ordinance requirements. Staff has worked with the applicant to design an alternative frontage using the existing shared driveway roundabout on the northern side of the lot. Therefore, the building is turned and oriented to the north of the site rather than the street. Please see the modification requests and rezoning issues below for more information.
- The development would be required to save 30% of its specimen trees on site. Due to the stream and floodplain on the site the applicants are proposing to save 84% (16 of 19 trees).

[illegible]

Rezoning Issues:

- **Modifications.** The applicants are seeking several modifications from the zoning ordinance for the proposed development. They are as follows:
 - Article 4.1.1: Requires the building to be located at a maximum 15 feet build to line, or a maximum 15 feet from the fronting condition (usually the street). As mentioned above, due to the location of the floodplain, a close building frontage along Reese Boulevard is not possible. Staff has worked with the applicants to design the roundabout to the north of the property into an urban open space, an allowed frontage condition in the ordinance. However, the building proposed is set back further than the required 15-foot build to line from the urban open space as well. Therefore, a modification is needed.
 - Article 4.1.3: Prohibits parking in the front of the building. The proposed plan places much of the building's parking in between the building and the fronting urban open space. A modification is needed for this site design.
 - Article 5.5: Requires sidewalks to be installed along the street frontage of the property. The applicants are asking for a modification to not install the sidewalk along Reese Boulevard.
 - Article 6.1 A: This section also prohibits parking in the front of a building.
 - Article 7.5: Requires a 50-foot-wide opaque buffer along the Interstate 77 right of way. The applicants are asking approval for a 20-foot-wide buffer instead (60% reduction in the buffer width).
 - Article 8.17: Several subsections of our water quality ordinance are being requested for modification. Please see the engineering report attached. The specific sections are:
 - 8.17.12 B -Performance Criteria for High Density Projects
 - #3 – Water Quality Treatment
 - #6 – Storm Water Volume Control
 - #7 – Storm Water Volume Peak Control
 - Due to the challenging topography, the applicants are proposing to only treat about 40% of the site with water quality controls. The other 60% of the site would discharge directly to the stream, as most of the Huntersville Business Park currently does due to their vested condition.
 - Staff Comment: Although the proposed site plan modifications create a design different than other Skilled Nursing facilities in Huntersville, staff is open to the modifications and recommends flexibility considering the complications that arise with the floodplain on the property. Additionally, per Chapter 3.1.2 of the Zoning Ordinance and Policy 8.2 of the Huntersville 2040 Plan, the applicant is proposing a higher design standard by converting the existing roundabout driveway into an attractive, functional, and recreational urban open space as an alternative frontage condition.
- **Alternative Frontage Plaza:** Half of the proposed urban open space that would serve as the alternative frontage condition (alternative to the street) is located on a shared driveway on an adjacent property. Although staff has worked with the applicant on an approvable design, it has not been confirmed that the adjacent property owner has agreed to the modifications to the property. Staff recommends that adjacent property owner permission be secured prior to rezoning approval to ensure the feasibility of the plaza design. In addition, to formalize this needed improvement, staff recommends a specific condition note be added to the plan committing to the improvements of the open space.
- **Proposed Uses:** The property is currently located in the Huntersville Business Park and zoned Corporate Business (CB). Therefore, the intent of the current zoning (and the Huntersville 2040 Plan) is to allow uses that would encourage economic development and employment generation. A conditional rezoning note on the plan proposes to allow all uses in the Campus Institutional (CI) zoning district. Allowing all uses in CI would allow uses that would not achieve those employment generating goals such as Schools, Religious Institutions, Day Care Centers and Parks. Therefore, staff recommends the use of the property be limited to the proposed use; a Skilled Nursing facility, which per the applicant's submittal will create up to 160 medical jobs at the facility.

- **Building Elevations:** Conceptual building elevations were submitted as part of the rezoning submittal on sheet RZ-4.00. However, these concepts do not give staff clear direction on what the building is committing to construct and will be difficult to later enforce architectural standards by. Additionally, sample elevations were submitted on sheet RZ-4.01 which differ significantly from the conceptual elevation in form, materials, and style. Therefore, to clarify the expectation of the final building design, staff recommends the example elevations on sheet RZ-4.01 be removed, and a new rezoning note be added committing the applicant to build the facility based on the concept drawings. The note would include baseline commitments to materials, variation of materials, use of stone, and modern styling.
 - Committing to unique and modern architectural standards would be another opportunity to achieve excellent design above the minimum ordinance standards per Article 3.1.2 of the Huntersville Zoning Ordinance and Policy 8.2 of the Huntersville 2040 Plan.
- **Greenway Accommodation** – The Torrance Creek Greenway (Town Greenway) is proposed to traverse this property along the frontage on Reese Boulevard. The applicant has agreed to connect their building to the future greenway with a sidewalk. However, considering a sidewalk is required along the street by ordinance and a greenway is very likely to be constructed near where the sidewalk would normally go near the street, constructing the greenway along their frontage (at a later time when the rest of the greenway is built in coordination with Town Staff) would be an excellent opportunity for the applicant to provide public benefit to their application. However, at minimum staff recommends the applicants dedicate an easement back of right of way to allow the construction of the greenway along their frontage.

PART 3: TRANSPORTATION ISSUES

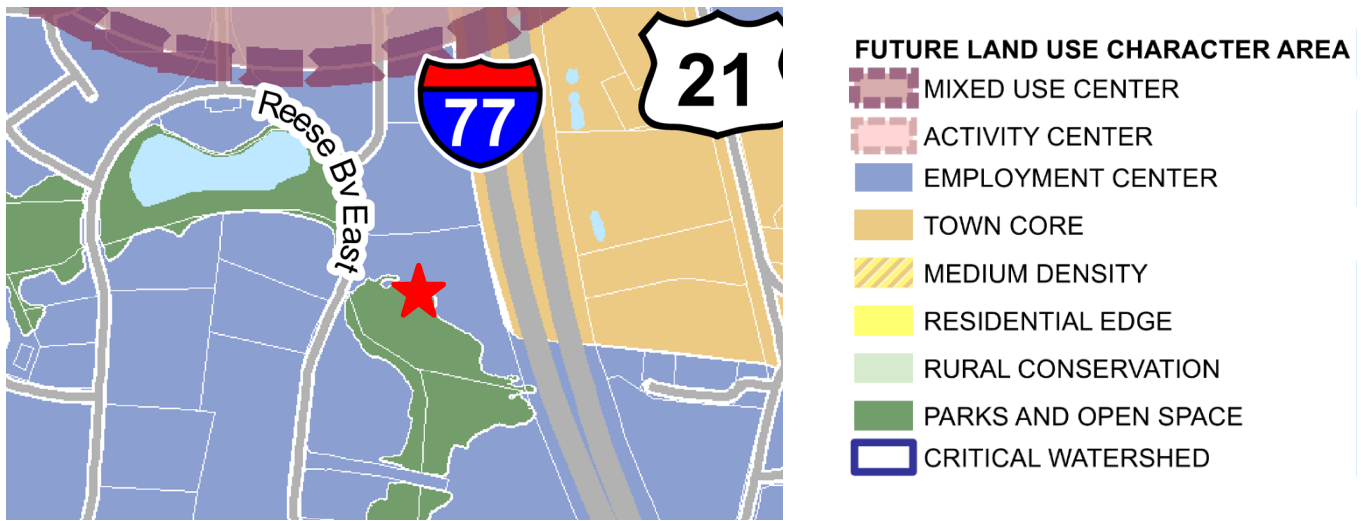
Traffic Impact Analysis (TIA)

- A Town TIA for the proposed project was not required due to the use not producing the threshold number of trips necessary to require the study.
- Please find the TIA Determination from Engineering attached in the agenda packet.

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 – “Employment Center”



Employment Center

Employment centers contain a mix of uses including office, industrial, and institutional. Modern employment campuses and cutting -edge employers are now incorporating some retail and residential to create a live, work, and play environment. These areas offer workspace where innovation can grow while meeting employee lifestyle needs.

STAFF COMMENT – The 2040 Huntersville Community Plan **DOES SUPPORT** this project through the following sections:

- **Policy LU 1.1:** Utilize the Future Land Use Map during development approval process to ensure compatibility with long range plans.
 - **STAFF COMMENT:** The property is located in the Employment Center character area of the Huntersville 2040 Plan. This area is meant to encourage uses and development that support employment generation. According to the applicant’s submittal, the use would generate 160 various nursing jobs at the facility. In addition, this institutional use achieves the recommendation to mix uses in the employment center, rather than having homogenous office/industrial areas. Please see their proposed employment generation information submitted by the applicant attached.
- **Policy LU 5:** Focus more intense development in locations that can support growth.
 - **STAFF COMMENT:** The location of the development is immediately adjacent to Interstate 77 in an established business park, between two thoroughfares. The existing infrastructure supports intensification and growth in the area.
- **Policy 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.
 - **STAFF COMMENT:** Adding institutional uses achieves a further mixture of uses in the Huntersville Business Park and is a complimentary use to the Novant Hospital also in the Park.
- **Policy EOS 3.1:** Make mature, native forest an open space priority, especially near streams.

- STAFF COMMENT: Due to the stream and the floodplain, the development would be able to save a significant amount of tree save area over the minimum requirement (84% versus 30%).
- **Policy LU 8.2:** Evaluate and strengthen incentives to encourage the achievement of higher design standards.
 - STAFF COMMENT: Although the applicants cannot front Reese Boulevard due to the floodplain challenges, the proposal is to go above and beyond the standard business park buffer along the street and provide an alternative frontage condition to the north of the property. The open space proposed would include decorative brick pavers, recreational seating, sculptural shade elements, and enhanced landscaping. Providing this alternative frontage would go above and beyond the standard business park design.

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 property is surrounded by office and industrial development in the Huntersville Business Park. However other institutional uses currently exist in the Park as well. The Novant Huntersville Hospital on Gilead Road, the Levine and Dickson Hospice House on Van Story Drive, the Huntersville Health and Rehabilitation Center on Boren Street, and the Huntersville Police Department on Julian Clark Avenue are all existing nearby institutional uses in the Huntersville Business Park. Therefore, the proposed institutional use is consistent with the mixed-use nature of the Huntersville Business Park.

- 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, stormwater drainage systems, water supplies, and wastewater and refuse disposal.**

STAFF COMMENT:

- A Transportation Impact Analysis was not required.
- Staff has no other indication that the proposed use will adversely affect the adequacy of public facilities.

- 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, or cultural resources.

PART 5: STAFF RECOMMENDATION

Staff supports the concept of the rezoning and recommends the flexibility of the modifications due to the challenges posed by the significant floodplain on the property. Although a few remaining concerns regarding site design and formalizing the commitments of the application remain, staff will continue to work with the applicant through the rezoning process to clarify. Currently, staff recommends approval with the following conditions:

1. Permission from the adjacent property owner is received allowing the upfit of the driveway roundabout into an urban open space, and a conditional note is added to the plan formalizing the commitment of its design.
2. The uses allowed are narrowed to only allow the proposed use, or other employment generating uses that would meet the intent of the business park and the Huntersville 2040 plan (medical, office, industrial, etc).

3. The plan is amended to remove the sample elevations, and a note is added to the plan committing to the construction of the concept elevations, with material and style highlighted.
4. The applicants add a note on the plan establishing an easement along their property allowing the construction of the Torrence Creek Greenway.
5. Minor site plan comments from staff are addressed prior to final approval.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for November 4, 2024

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board is scheduled for November 20, 2024.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for December 17, 2024.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- Rezoning Application
- R24-05 Rezoning Plan
- Neighborhood Meeting Report
- Engineering Report
- TIA Determination
- Hillco Submitted Employment Data

PART 10: CONSISTENCY STATEMENT – R24-05 Hillco Skilled Nursing Facility

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning application R24-05 Hillco Skilled Nursing Facility, staff recommends approval with conditions. With the conditions met, the plan will be consistent with Policies LU-1.1, LU-5, LU-6.1, EOS 3.1, and LU-8.2. It is reasonable and in the public interest to approve the Rezoning Plan because it would further diversify the uses of the Huntersville Business Park, provide for an employment generating use to the Town's inventory, and contribute to the public good of the Town by participating in the construction of a Town greenway.	APPROVAL: In considering the proposed rezoning application R24-05, Hillco Skilled Nursing Facility, the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	APPROVAL: In considering the proposed rezoning application R24-05, Hillco Skilled Nursing Facility, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
DENIAL: N/A	DENIAL: In considering the proposed rezoning application R24-05, Hillco Skilled Nursing Facility, the Planning Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	DENIAL: In considering the proposed rezoning application R24-05 Hillco Skilled Nursing Facility, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>

HILLCO - REESE BLVD

COMMERCIAL REZONING SITE PLAN PACKAGE

13600 Reese Blvd E, Huntersville, NC 28078

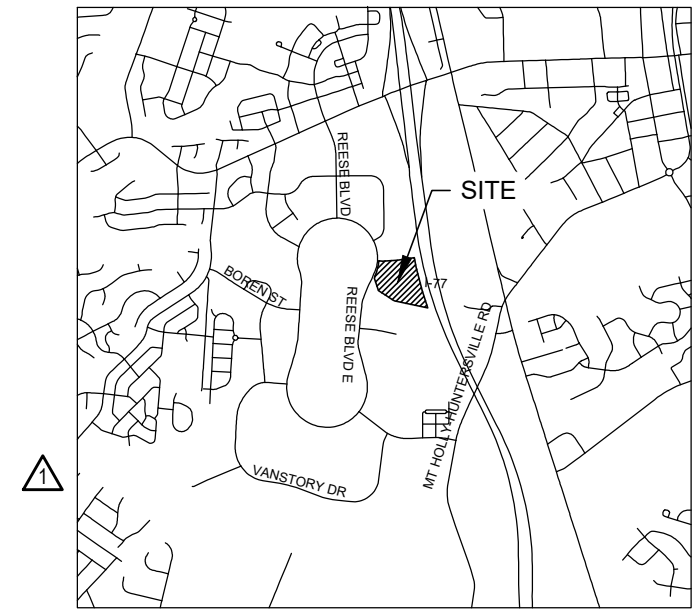
Mecklenburg County Tax Parcel: 01719110

EPM#: CSP-500028

DRAWING INDEX

Sheet Number	Sheet Title
RZ-0.00	COVER SHEET
RZ-1.00	EXISTING CONDITIONS PLAN
RZ-1.01	TREE SAVE EXHIBIT
RZ-2.00	SITE PLAN
RZ-3.00	PRELIMINARY GRADING PLAN
RZ-3.10	PRELIMINARY STORMWATER MANAGEMENT PLAN
RZ-3.20	PRELIMINARY STORM DRAINAGE PLAN
RZ-3.30	PRE DEV. DRAINAGE AREA
RZ-3.40	PST DEV. DRAINAGE AREA
RZ-3.50	PRELIMINARY UTILITY PLAN
RZ-4.00	DEVELOPMENT NOTES & CONDITIONS
RZ-4.01	REFERENCE IMAGERY

VICINITY MAP



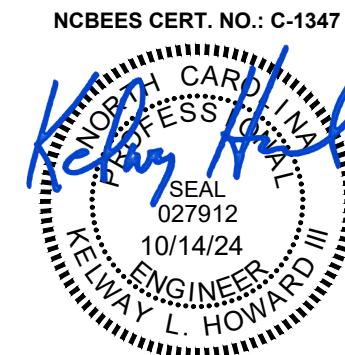
NOT TO SCALE

PROJECT DEVELOPER:
HILLCO, LTD.
1435 HWY 258 N
KINSTON, NC 28054
PH: (919) 779-5095
CONTACT: JON RODGERS, MHA

PROPERTY OWNER:
NOVANT HEALTH, INC.
2085 FRONTIS PLAZA BLVD.
WINSTON-SALEM, NC 27103



SEALS:



PROJECT:

HILLCO - REESE BLVD
13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

CLIENT:

HILLCO, LTD.
1435 HWY 258 N
KINSTON, NC 28054

DATE: 07/31/24

REVISIONS:

COMMENT REVISIONS	09/20/2024
COMMENT REVISIONS	10/14/2024

DRAWN: SSH,MBA,ESB

JOB. NO.: 23-190

SHEET TITLE:

COVER SHEET

SCALE: NTS

SHEET NO.:

RZ-0.00

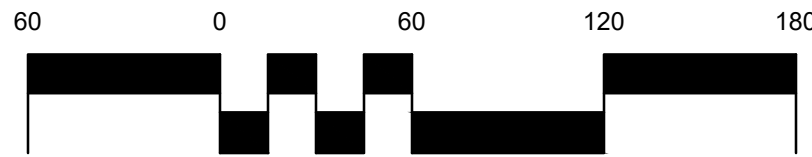
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RETAINING WALL NOTES

- ALL RETAINING WALLS REQUIRING SPECIAL INSPECTIONS (>5' IN HEIGHT) SHALL MEET THE REQUIREMENTS OF THE MCSBC CHAPTER 17 - SPECIAL INSPECTIONS AS DETAILED PER THE MECKLENBURG COUNTY CODE ENFORCEMENT SPECIAL INSPECTIONS PROCESS. ADDITIONALLY, COPIES OF THE RETAINING WALL PLANS SHALL BE SUBMITTED TO THE HUNTERSVILLE ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL. THE TOWN OF HUNTERSVILLE SHALL BE COPIED ON ALL STATEMENTS OF SPECIAL INSPECTIONS, SPECIAL INSPECTIONS FINAL REPORTS, AND DESIGN PRINCIPAL IN RESPONSIBLE CHARGE (DPRIC) LETTERS.



North



SCALE: 1" = 60'

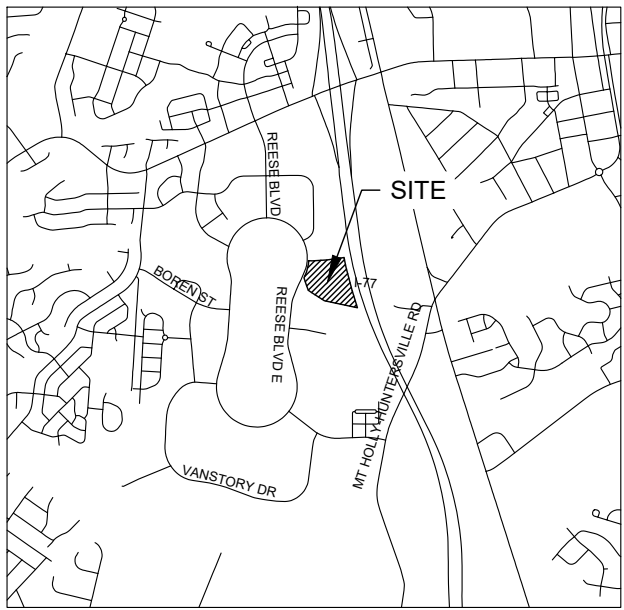
\\stimmelpa.com\projects\23-190 Drawings\SD\23-190 - RZ-1.00 EXISTING CONDITIONS.dwg : RZ-1.00 SITE SURVEY 09/19/24 2:57pm



SURVEY DISCLAIMER

THE BOUNDARY AND TREE SURVEY INFORMATION HEREIN IS FROM SURVEY INFORMATION SUPPLIED BY:
REGIONAL LAND SURVEYORS, INC.
8642 WEST MARKET ST. SUITE 100
GREENSBORO, NC 27409
(336) 665-9155
THE TOPOGRAPHIC INFORMATION HEREIN IS FROM SURVEY INFORMATION SUPPLIED BY:
SGROI LAND SURVEYING, PLLC
145 W PARRIS AVE. SUITE 101
HIGH POINT, NC 27282

VICINITY MAP

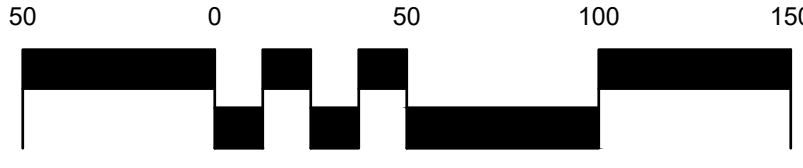


NOT TO SCALE

LEGEND

These standard symbols will be found in the drawing.

- CLEAN OUT
- WATER METER
- CATCH BASIN
- FINISH FLOOR
- SEWER MANHOLE
- YARD INLET
- FIRE HYDRANT
- GAS VALVE
- LIGHT POLE
- PK NAIL
- EXISTING REBAR
- RIGHT OF WAY MONUMENT
- TREE
- BENCHMARK
- ELECTRIC TRANSFORMER
- WATER VAVLVE
- NEW IRON PIPE
- FUTURE CONDITION FLOOD FRINGE LINE
- 100 YEAR FLOOD LINE
- FLOOD WAY
- WETLANDS
- COMMUNITY ENCROACHMENT LINE
- SWIM BUFFER
- CREEK
- EASEMENT
- FLOWLINE
- DEED/PLAT LINE
- ELECTRIC
- TELEPHONE
- FENCE
- GAS
- WATER
- BUILDING
- STORM
- PROPERTY LINE
- CONTOUR INDEX
- CONTOUR
- SEWER
- SEWER EASEMENT
- STORM WATER EASEMENT
- CONSERVATION EASEMENT
- WETLANDS
- ACCESS EASEMENT
- MECK COUNTY ENCROACHMENT LINE (PROVIDED BY MECKING OPEN MAPPING)
- MECK COUNTY COMMUNITY FLOODWAY LINE (PROVIDED BY MECKING OPEN MAPPING)
- FUTURE GREENWAY (PROVIDED BY MECK CO GREENWAY MASTERPLAN)
- LIMITS OF DISTURBANCE



SEALS:



PROJECT:

HILLCO - REESE BLVD

13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

CLIENT:

HILLCO, LTD.
1435 HWY 258 N
KINSTON, NC 28054

DATE: 07/31/24

REVISIONS:

COMMENT REVISIONS 09/20/24

DRAWN: SSH,MBA,ESB

JOB. NO: 23-190

SHEET TITLE:

EXISTING CONDITIONS PLAN

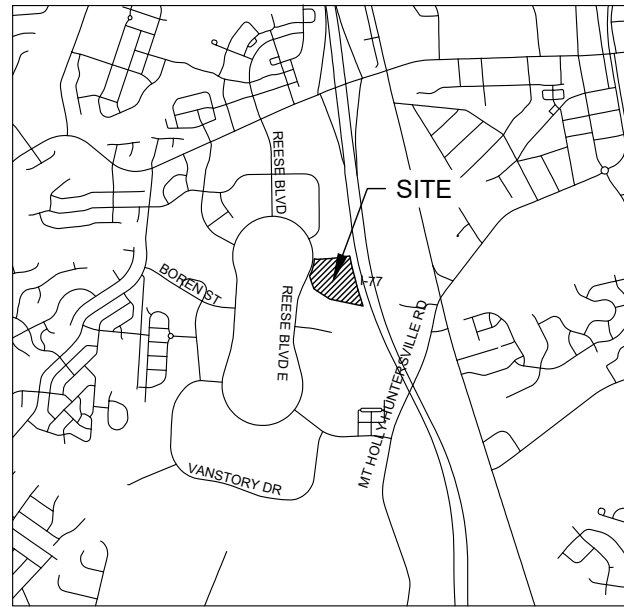
SCALE: 1"=50'

SHEET NO.:

RZ-1.00

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VICINITY MAP



NOT TO SCALE



PARCEL ID: 01719103
OWNER: HTA - 1300 REESE BLVD EAST LLC
1300 REESE BLVD E
ADDRESS: 1300 REESE BLVD E 100
HUNTERSVILLE, NC 28078
ZONED: CB
DB 3418 PG 270
MB 11 PG 883

PARCEL ID: 01719110
OWNER: NOVANT HEALTH, INC.
ADDRESS: 208 FRONTIS PLAZA BLVD
WINSTON-SALEM, NC 27103
ZONED: CB
DB 3600 PG 972
MB 11 PG 883 LOT 1

PARCEL ID: 01719114
OWNER: COFF-F-NC1007-482 LLC
ADDRESS:
ONE BEACON ST STE 2000
BOSTON, MA 02108
ZONED: CB
DB 3891 PG 823
MB 11 PG 795 LOT 3

PARCEL ID: 01718115
OWNER: OPUS DEVELOPMENT COMPANY LLC
ADDRESS: 970 W HIGGINS RD, SITE 900
ROSELAND, IL 60018
ZONED: CB
DB 3804 PG 173

SURVEY DISCLAIMER

THE BOUNDARY AND TREE SURVEY INFORMATION HEREIN IS FROM SURVEY INFORMATION SUPPLIED BY:
REGIONAL LAND SURVEYORS, INC.
8642 WEST MARKET ST, SUITE 100
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SGROI LAND SURVEYING, PLLC
145 W PARRIS AVE, SUITE 101
HIGH POINT, NC 27262

INTERSTATE HWY. 77

VARIABLE WIDTH PUBLIC R/W
CONTROLLED ACCESS

20' UTILITY & LANDSCAPE (DB: 5379 PG: 119)

25' REAR SETBACK (DB: 5379 PG: 119)

S.W.I.M. BUFFER

LIMITS OF DISTURBANCE

S.W.I.M. BUFFER

75' FROM SETBACK
FOR STRUCTURES
(DB: 5379 PG: 119)50' FOR PARKING EASEMENT
TO MAIN DRAINAGE EASEMENT
(DB: 5379 PG: 119)20' UTILITY &
LANDSCAPE (DB: 5379 PG: 119)

70' PUBLIC

REESE BOULEVARD EAST

M.B. 21 PG: 979

20' UTILITY &
LANDSCAPE (DB: 5379 PG: 119)FUTURE TORRENCE
CREEK GREENWAY

EXISTING TREE CANOPY TO BE SAVED

EXISTING TREE CANOPY TO BE DEMOLISHED

EXISTING TREE TO BE REMOVED

EXISTING SPECIMEN TREE

TREE SAVE CALCULATIONS

EXIST. CANOPY REQUIRED TO BE SAVED 0% (CI ZONING)

EXIST. CANOPY PROPOSED TO BE SAVED 90.61% (5.60 AC SAVED OF 6.18 AC TOTAL)

EXIST. SPECIMEN TREES ON SITE 19 TREES

EXIST. SPECIMEN TREES REQUIRED TO BE SAVED 30% X 19 = 6 TREES

EXIST. SPECIMEN TREES PROPOSED TO BE SAVED 16 SPECIMEN TREES

LEGEND

These standard symbols will be found in the drawing.

CLEAN OUT

WATER METER

CATCH BASIN

FINISH FLOOR

SEWER MANHOLE

YARD INLET

FIRE HYDRANT

GAS VALVE

LIGHT POLE

PK NAIL

EXISTING REBAR

RIGHT OF WAY MONUMENT

TREE

BENCHMARK

ELECTRIC TRANSFORMER

WATER VALVE

NEW IRON PIPE

FUTURE CONDITION FLOOD FRINGE LINE

100 YEAR FLOOD LINE

FLOOD WAY

WETLANDS

COMMUNITY ENCROACHMENT LINE

SWIM BUFFER

CREEK EASEMENT

FLOWLINE

DEED/PLAT LINE

ELECTRIC

TELEPHONE

FENCE

GAS

WATER

BUILDING

STORM

PROPERTY LINE

CONTOUR INDEX

CONTOUR

SEWER

SEWER EASEMENT

STORM WATER EASEMENT

CONSERVATION EASEMENT

WETLANDS

ACCESS EASEMENT

MECK COUNTY ENCROACHMENT LINE
(PROVIDED BY MECKING OPEN MAPPING)MECK COUNTY COMMUNITY FLOODWAY LINE
(PROVIDED BY MECKING OPEN MAPPING)FUTURE GREENWAY
(PROVIDED BY MECK CO GREENWAY MASTERPLAN)

LIMITS OF DISTURBANCE

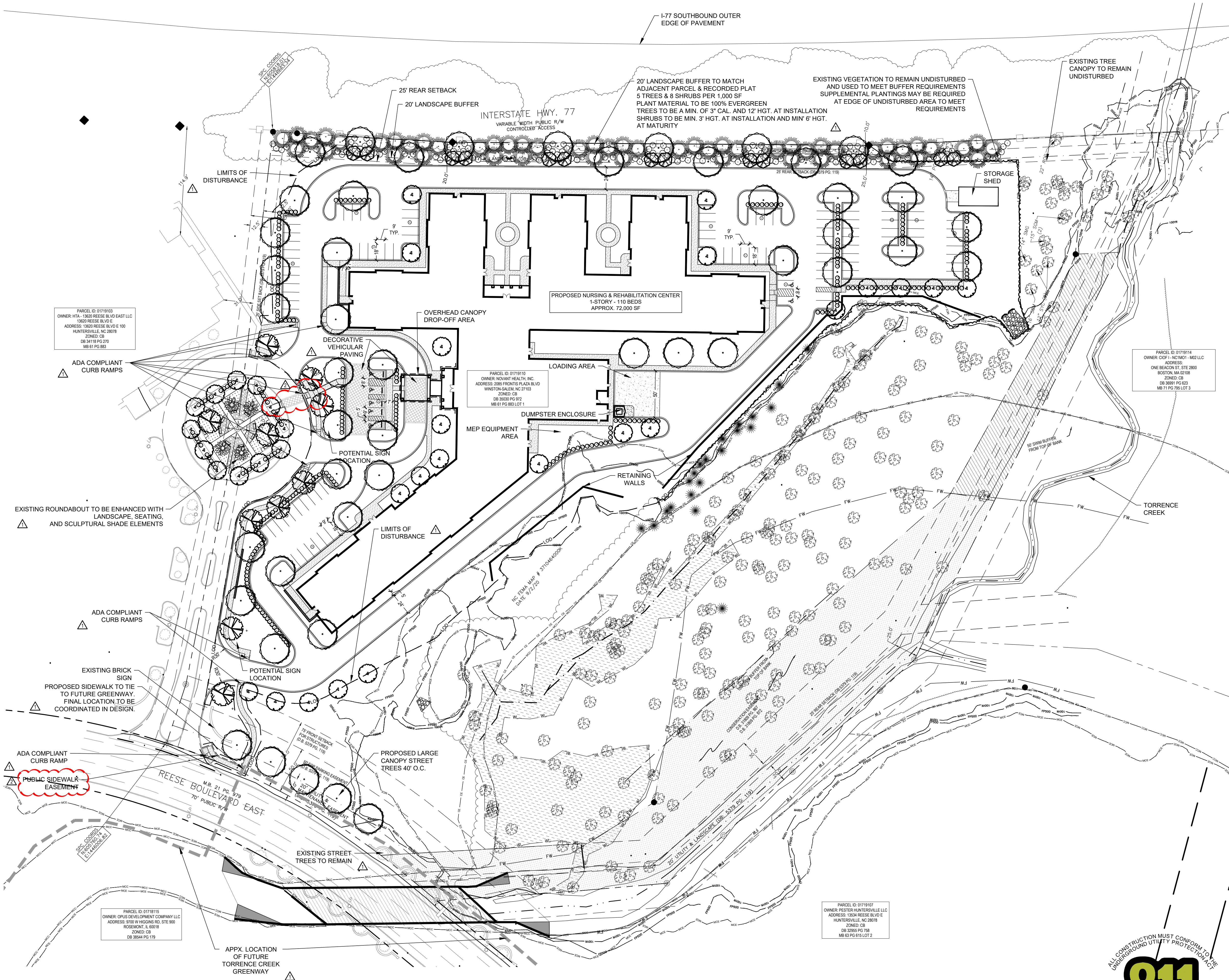
MCE

MCC

LOD

#	TREE TYPE	SIZE	SPECIMEN	KEEP/SAVE/REMOVE	#	TREE TYPE	SIZE	SPECIMEN	KEEP/SAVE/REMOVE
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2	SWEETGUM	16"	NO	REMOVE	142	SWEETGUM	18"	NO	SAVE
3	SWEETGUM	18"	NO	KEEP	143	SWEETGUM	18"	NO	SAVE
4	POPLAR	14"	NO	KEEP	144	SWEETGUM	14"	NO	SAVE
5	CHERRY	16"	YES	REMOVE	145	SWEETGUM	12"	NO	SAVE
6	80"	NO	KEEP	146	SWEETGUM	12"	NO	SAVE	
7	SWEETGUM	20"	NO	KEEP	147	SYCAMORE	24"	YES	SAVE
8	POPLAR	22"	NO	SAVE	148	SWEETGUM	15"	NO	SAVE
9	SWEETGUM	8"	NO	SAVE (same as 53)	149	SYCAMORE	38"	YES	SAVE
10	SWEETGUM	12"	NO	SAVE	150	SWEETGUM	12"	NO	SAVE
11	SWEETGUM	18"	NO	SAVE	151	SYCAMORE	20"	NO	SAVE
12	SWEETGUM	12"	NO	SAVE	152	ASH	14"	NO	SAVE
13	MAPLE	15"	NO	SAVE	153	WALNUT	15"	NO	KEEP
14	SWEETGUM	16"	NO	SAVE	154	PINE	15"	NO	KEEP
15	SWEETGUM	14"	NO	SAVE	155	PINE	12"	NO	SAVE
16	SWEETGUM	12"	NO	SAVE	156	POPLAR	12"	NO	SAVE
17	SWEETGUM	15"	NO	SAVE	157	PINE	15"	NO	SAVE
18	SWEETGUM	12"	NO	SAVE	158	PINE	18"	NO	SAVE
19	MAPLE	16"	NO	SAVE	159	SWEETGUM	12"	NO	SAVE
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54	POPLAR	12"	NO	KEEP	194	SWEETGUM	12"	NO	SAVE
55	POPLAR	12"	NO	REMOVE	195	SWEETGUM	12"	NO	SAVE
56	SWEETGUM	14"	NO	SAVE	196	SWEETGUM	12"	NO	SAVE
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60	SWEETGUM	12"	NO	SAVE	200	SWEETGUM	12"	NO	SAVE
61	MAPLE	14"	NO	SAVE	201	SWEETGUM	12"	NO	SAVE
62	MAPLE	20"	YES	SAVE	202	SWEETGUM	12"	NO	SAVE
63	MAPLE	18"	NO	SAVE	203	SWEETGUM	12"	NO	SAVE
64	SWEETGUM	12"	NO	SAVE	204	SWEETGUM	12"	NO	SAVE
65	SWEETGUM	15"	NO	SAVE	205	SWEETGUM	12"	NO	SAVE
66	ELM	9"	NO	SAVE	206	SWEETGUM	12"	NO	SAVE
67	SWEETGUM	12"	NO	SAVE	207	SWEETGUM	12"	NO	SAVE
68	SYCAMORE	36"	YES	SAVE	208	SWEETGUM	12"	NO	SAVE
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71	SYCAMORE	14"	NO	SAVE	211	SWEETGUM	12"	NO	SAVE
72	SWEETGUM	12"	NO	SAVE	212	SWEETGUM	12"	NO	SAVE
73	SYCAMORE	18"	NO	SAVE	213	SWEETGUM	12"	NO	SAVE
74	ELM	14"	NO	SAVE	214	SWEETGUM	12"	NO	SAVE
75	SWEETGUM	14"	NO	SAVE	215	SWEETGUM	12"	NO	SAVE
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77	PINE	16"	NO	KEEP	217	SWEETGUM	12"	NO	SAVE
78	PINE	12"	NO	KEEP	218	SWEETGUM	12"	NO	SAVE
79	POPLAR	16"	NO	SAVE	219	SWEETGUM	12"	NO	SAVE
80	SWEETGUM	12"	NO	SAVE	220	SWEETGUM	12"	NO	SAVE
81	SWEETGUM	12"	NO	SAVE	221	SWEETGUM	12"	NO	SAVE
82	PINE	18"	NO	REMOVE	222	SWEETGUM	12"	NO	SAVE
83	SYCAMORE	15"	NO	SAVE	223	SWEETGUM	12"	NO	SAVE
84	SWEETGUM	12"	NO	SAVE	224	SWEETGUM	12"	NO	SAVE
85	SWEETGUM	18"	NO	SAVE	225	SWEETGUM	12"	NO	SAVE
86	SYCAMORE	24"	YES	SAVE	226	SWEETGUM	12"	NO	SAVE
87	SWEETGUM	28"	NO	SAVE	227	SWEETGUM	12"	NO	SAVE
88	PINE	15"	NO	SAVE	228	SWEETGUM	12"	NO	SAVE
89	POPLAR	15"	NO	SAVE	229	SWEETGUM	12"	NO	SAVE
90	SYCAMORE	20"	NO	SAVE	230	SWEETGUM	12"	NO	SAVE
91	SYCAMORE	12"	NO	SAVE	231	SWEETGUM	12"	NO	SAVE
92	SWEETGUM	14"	NO	SAVE	232	SWEETGUM	12"	NO	SAVE
93	SWEETGUM	16"	NO	SAVE	233	SWEETGUM	12"	NO	SAVE
94	MAPLE	11"	NO	SAVE	234	SWEETGUM	12"	NO	SAVE
95	MAPLE	15"	NO	SAVE	235	SWEETGUM	12"	NO	SAVE
96	SWEETGUM	16"	NO	SAVE	236	SWEETGUM	12"	NO	SAVE
97	SWEETGUM	14"	NO	SAVE	237	SWEETGUM	12"	NO	SAVE
98	SWEETGUM	15"	NO	SAVE	238	SWEETGUM	12"	NO	SAVE
99	SWEETGUM	15"	NO	SAVE	239	SWEETGUM	12"	NO	SAVE
100	MAPLE	16"	NO	SAVE	240	SWEETGUM	12"	NO	SAVE
101	BIRCH	12"	NO	SAVE	241	SWEETGUM	12"	NO	SAVE
102	PERSIMMON	14"	YES	SAVE	242	SWEETGUM	12"	NO	SAVE
103	POPLAR	14"	NO	SAVE	243	SWEETGUM	12"	NO	SAVE
104	SWEETGUM	15"	NO	SAVE	244	SWEETGUM	12"	NO	SAVE
105	SWEETGUM	12"	NO	SAVE	245	SWEETGUM	12"	NO	SAVE
106	SWEETGUM	12"	NO	SAVE	246	SWEETGUM	12"	NO	SAVE
107	SWEETGUM	14"	NO	SAVE	247	SWEETGUM	12"	NO	SAVE
108	SWEETGUM	15"	NO	SAVE	248	SWEETGUM	12"	NO	SAVE
109	MAPLE	18"	NO	SAVE	249	SWEETGUM	12"	NO	SAVE
110	SYCAMORE	18"	NO	SAVE	250	SWEETGUM	12"	NO	SAVE
111	SWEETGUM	22"	NO	SAVE	251	SWEETGUM	12"	NO	SAVE
112	MAPLE	16"	NO	SAVE	252	SWEETGUM	12"	NO	SAVE
113	WILLOW OAK	12"	NO	SAVE	253	SWEETGUM	12"	NO	SAVE
114	MAPLE	10"	NO	SAVE	254	SWEETGUM	12"	NO	SAVE
115	SWEETGUM	22"	NO	SAVE	255	SWEETGUM	12"	NO	SAVE
116	SWEETGUM	12"	NO	SAVE	256	SWEETGUM	12"	NO	SAVE
117	MAPLE	12"	NO	SAVE	257	SWEETGUM	12"	NO	SAVE
118	SWEETGUM	12"	NO	SAVE	258	SWEETGUM	12"	NO	SAVE
119	SWEETGUM	12"	NO	SAVE	259	SWEETGUM	12"	NO	SAVE
120	SWEETGUM	12"	NO	SAVE	260	SWEETGUM	12"	NO	SAVE
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128	SWEETGUM	12"	NO	SAVE	268	SWEETGUM	12"	NO	SAVE
129	SWEETGUM	12"	NO	SAVE	269	SWEETGUM	12"	NO	SAVE
130	SWEETGUM	12"	NO	SAVE	270	SWEETGUM	12"	NO	SAVE
131	SWEETGUM	12"	NO	SAVE	271	SWEETGUM	12"	NO	SAVE
132	SWEETGUM	12"	NO	SAVE	272	SWEETGUM	12"	NO	SAVE
133	SWEETGUM	12"	NO	SAVE	273	SWEETGUM	12"	NO	SAVE
134	SWEETGUM	12"	NO	SAVE	274	SWEETGUM	12"	NO	SAVE
135	SWEETGUM	12"	NO	SAVE	275	SWEETGUM	12"	NO	SAVE
136	SWEETGUM	12"	NO	SAVE	276	SWEETGUM	12"	NO	SAVE
137	SWEETGUM	12"	NO	SAVE	277	SWEETGUM	12"	NO	SAVE
138	SWEETGUM	12"	NO	SAVE	278	SWEETGUM	12"	NO	SAVE
139	SWEETGUM	12"	NO	SAVE	279	SWEETGUM	12"	NO	SAVE
140	SWEETGUM	12"	NO	SAVE	280	SWEETGUM	12"	NO	SAVE
141	SWEETGUM	12"	NO	SAVE	281	SWEETGUM	12"	NO	SAVE
142	SWEETGUM	12"	NO	SAVE	282	SWEETGUM	12"	NO	SAVE
143	SWEETGUM	12"	NO	SAVE	283	SWEETGUM	12"	NO	SAVE
144	SWEETGUM	12"	NO	SAVE	284	SWEETGUM	12"	NO	SAVE
145	SWEETGUM	12"	NO	SAVE	285	SWEETGUM	12"	NO	SAVE
146	SWEETGUM	12"	NO	SAVE	286	SWEETGUM	12"	NO	SAVE
147	SWEETGUM	12"	NO	SAVE	287	SWEETGUM	12"	NO	SAVE
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149	SWEETGUM	12"	NO	SAVE	289	SWEETGUM	12"	NO	SAVE
150	SWEETGUM	12"	NO	SAVE	290	SWEETGUM	12"	NO	SAVE
151	SWEETGUM	12"	NO	SAVE	291	SWEETGUM	12"	NO	SAVE
152	SWEETGUM	12"	NO	SAVE	292	SWEETGUM	12"	NO	SAVE
153	SWEETGUM	12"	NO	SAVE	293	SWEETGUM	12"	NO	SAVE
154	SWEETGUM	12"	NO	SAVE	294	SWEETGUM	12"	NO	SAVE
155	SWEETGUM	12"	NO	SAVE	295	SWEETGUM	12"	NO	SAVE
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157	SWEETGUM	12"	NO	SAVE	297	SWEETGUM	12"	NO	SAVE
158	SWEETGUM	12"	NO	SAVE	298	SWEETGUM	12"	NO	SAVE
159	SWEETGUM	12"	NO	SAVE	299	SWEETGUM	12"	NO	SAVE
160	SWEETGUM	12"	NO	SAVE	300	SWEETGUM	12"	NO	SAVE
161	SWEETGUM	12"	NO	SAVE	301	SWEETGUM	12"	NO	SAVE
162	SWEETGUM	12"	NO	SAVE	302	SWEETGUM	12"	NO	SAVE
163	SWEETGUM	12"	NO	SAVE	303	SWEETGUM	12"	NO	SAVE
164	SWEETGUM	12"	NO	SAVE	304	SWEETGUM	12"	NO	SAVE
165	SWEETGUM	12"	NO	SAVE	305	SWEETGUM			

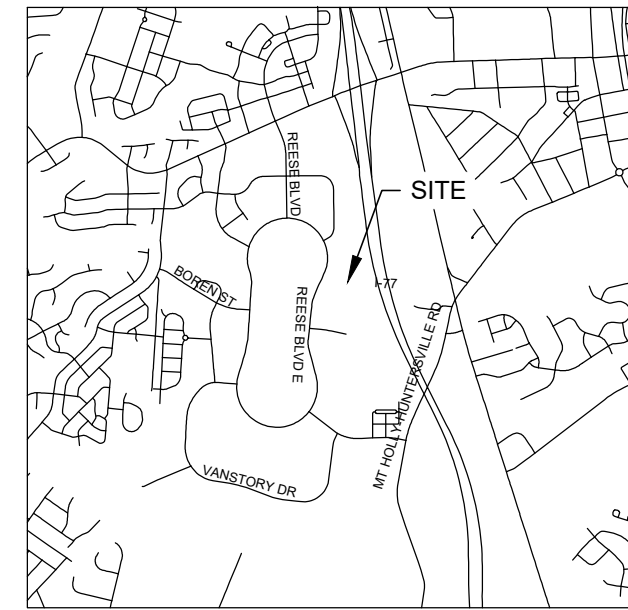
F:\23-190\Drawings\SD\23-190 - RZ-2.00 Site Plan.dwg - RZ-2.00 Site Plan 10/14/24 8:13am



SURVEY DISCLAIMER

THE BOUNDARY AND TREE SURVEY INFORMATION HEREIN IS FROM SURVEY INFORMATION SUPPLIED BY:
REGIONAL LAND SURVEYORS, INC.
6042 WEST MARKET ST., SUITE 100
GREENSBORO, NC 27409
(336) 665-8155
THE TOPOGRAPHIC INFORMATION HEREIN IS FROM SURVEY INFORMATION SUPPLIED BY:
SGROI LAND SURVEYING, PLLC
145 W PARRIS AVE, SUITE 101
HIGH POINT, NC 27622

VICINITY MAP



SITE LEGEND

	WETLANDS
	FEMA FUTURE CONDITION FLOOD FRINGE LINE
	FEMA FLOOD FRINGE LINE
	FEMA COMMUNITY ENCROACHMENT LINE
	FEMA FLOODWAY ENCROACHMENT LINE
	MECK COUNTY ENCROACHMENT LINE (PROVIDED BY MECKING OPEN MAPPING)
	MECK COUNTY COMMUNITY FLOODWAY LINE (PROVIDED BY MECKING OPEN MAPPING)
	FUTURE GREENWAY
	SANITARY SEWER LINE
	FLOW LINE

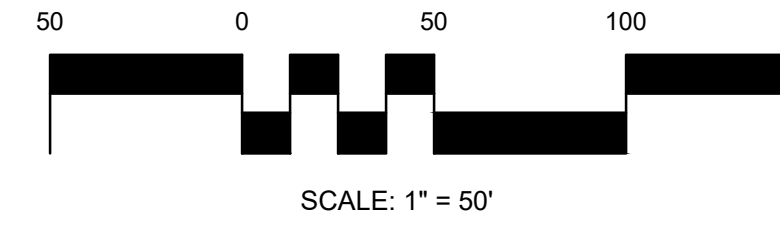
SITE DATA

REFERENCE PARCEL ID: 01719110	ADDRESS 13600 REESE BLVD EAST HUNTERSVILLE, NC MECKLENBURG COUNTY
ZONING INFO EXISTING ZONING: CB PROPOSED ZONING: CI (CD) OVERLAY DISTRICT: PA-2 (MTN ISLAND LAKE WATERSHED)	INFRASTRUCTURE WATER: PRIVATE SEWER: PRIVATE
USES EXISTING USE: VACANT PROPOSED USE: CONGREGATE CARE (HEALTH INSTITUTION IN CI ZONING)	FLOOD MAP MAP: 3710464000K PANEL: 4640 EFFECTIVE DATE: 9/2/2015

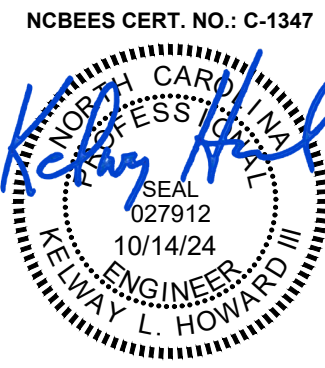
REQUIRED	PROVIDED
TOTAL PARCEL AREA	13.983 AC (609,099.48 SF)
PROP. DISTURBED AREA	6.73 AC (293,259 SF)
BUILDING TYPE	URBAN WORKPLACE
MAX BUILDING HEIGHT	40'
SETBACKS	
FRONT SETBACK	75' (THE PARK COVENANTS)
REAR SETBACK	25' (THE PARK COVENANTS)
RIGHT SIDE SETBACK	25' (THE PARK COVENANTS)
LEFT SIDE SETBACK	25' (THE PARK COVENANTS)
WATERSHED INFORMATION	
WATERSHED	MCDOWELL
LOW DENSITY / HIGH DENSITY	HIGH DENSITY
PERCENTAGE OF BUA ALLOWED	HIGH DENSITY - 70%
EXISTING BUA	0.30 AC BUA (2.14%)
PROPOSED BUA	4.4 AC BUA (31.50%) 2.3 AC BUA TREATED (52% TREATED)
PARKING CALCULATIONS	
MIN REQUIRED PARKING SPACES	NO MIN FOR DEPENDENT LIVING / CONGREGATE HOUSING USE
TOTAL PROPOSED PARKING	108 TOTAL SPACES (INC. 7 ADA SPACES)

SEE SHEET RZ-3.00 FOR PRELIMINARY
GRADING, DRAINAGE, AND
STORMWATER MANAGEMENT PLAN

SEE SHEET RZ-4.00 FOR GENERAL
REZONING AND DEVELOPMENT
NOTES, ARCHITECTURAL IMAGERY,
AND I-77 BUFFER SECTIONS



SEALS:



PROJECT:

HILLCO - REESE BLVD
13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

CLIENT:

HILLCO, LTD.
1435 HWY 258 N
KINSTON, NC 28054

DATE: 07/31/24

REVISIONS:

COMMENT REVISIONS 09/20/2024

COMMENT REVISIONS 10/14/2024

DRAWN: SSH,MBA,ESB

JOB. NO.: 23-190

SHEET TITLE:

**SITE
PLAN**

SCALE:

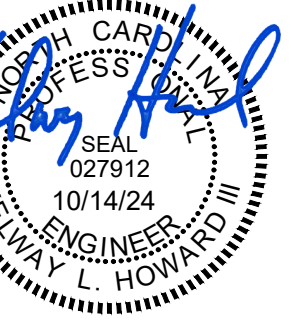
SHEET NO.:

RZ-2.00

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BEES CERT. NO.: C-1347



HILLCO - REESE BLVD
13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

LLCO, LTD.
35 HWY 258 N
WINSTON, NC 28054

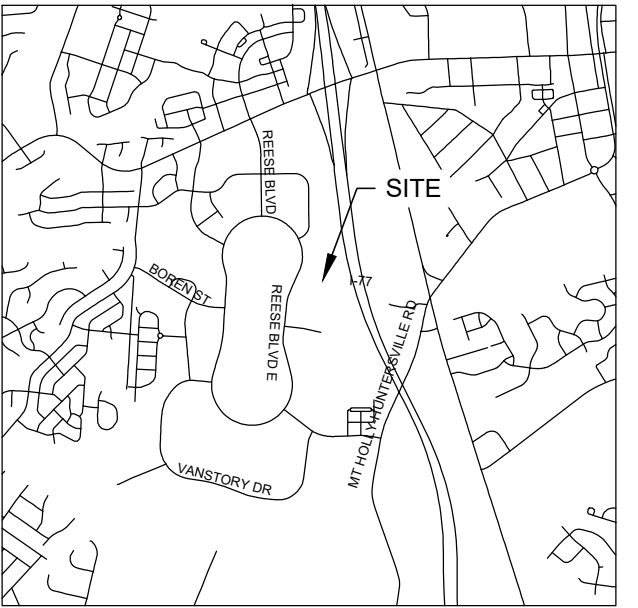
COMMENT REVISIONS 10/14/2024

DEI IMINADV

PRELIMINARY GRADING PLAN

RZ-3.00

STIMMEL ASSOCIATES, P.A.



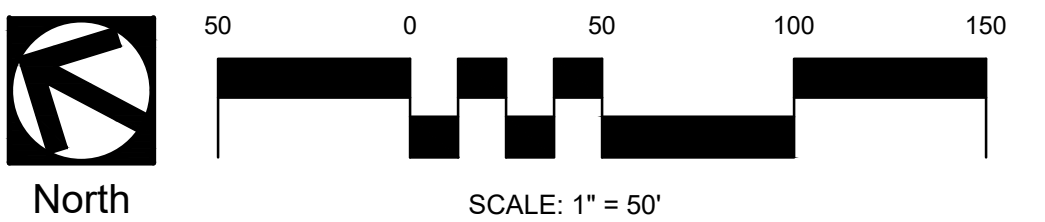
NOT TO SCALE

1. RETAINING WALLS THAT ARE IN AND/OR AFFECT THE PUBLIC RIGHT-OF-WAY MUST BE REVIEWED AND APPROVED BY THE TOWN.

1. RETAINING WALLS THAT ARE IN AND/OR AFFECT THE PUBLIC RIGHT-OF-WAY MUST BE REVIEWED AND APPROVED BY THE TOWN.

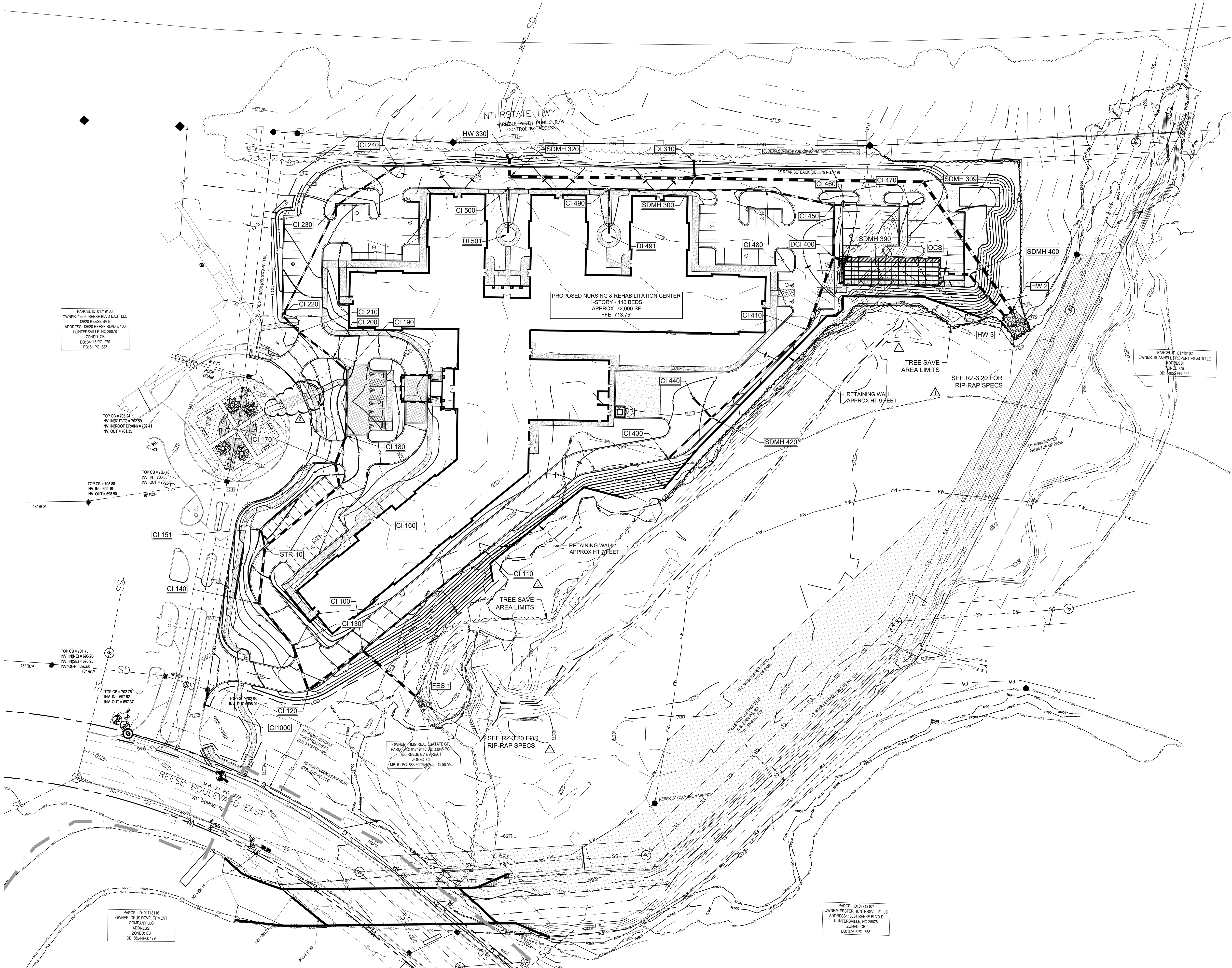
WETLANDS

- FEMA FUTURE CONDITION FLOOD FRINGE LINE
- FEMA FLOOD FRINGE LINE
- FEMA COMMUNITY ENCROACHMENT LINE
- FEMA FLOODWAY ENCROACHMENT LINE
- MECK COUNTY ENCROACHMENT LINE
- MECK COUNTY COMMUNITY FLOODWAY LINE
(PROVIDED BY MECKING OPEN MAPPING)
- SWIM BUFFER
- FUTURE GREENWAY
- SANITARY SEWER LINE
- FLOW LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- LIMITS OF DISTURBANCE



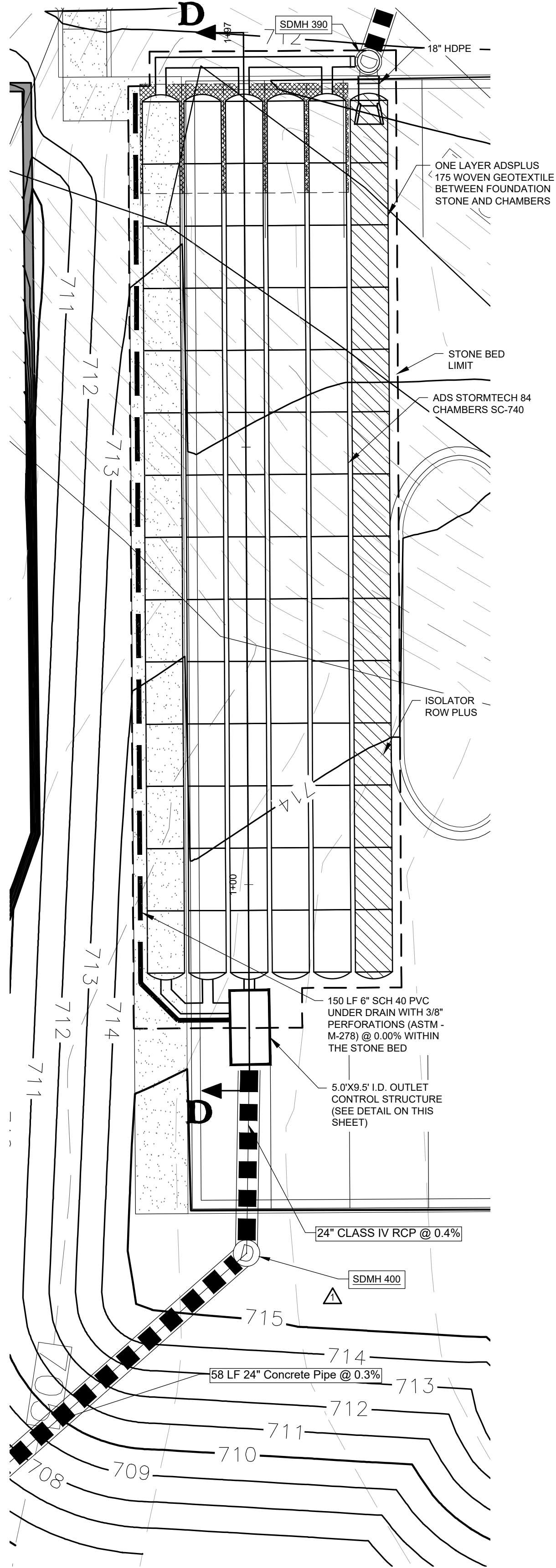
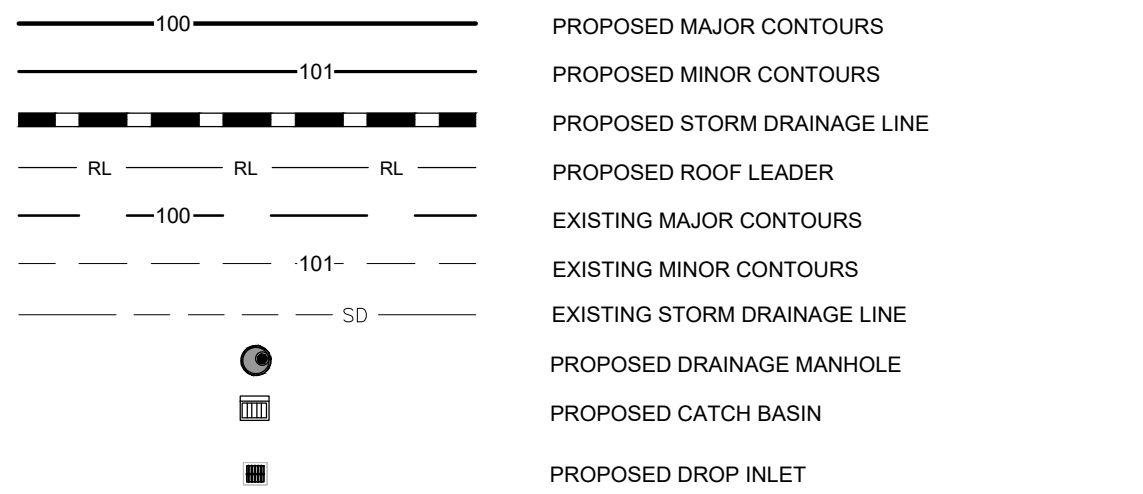
North

SCALE: 1" = 50'



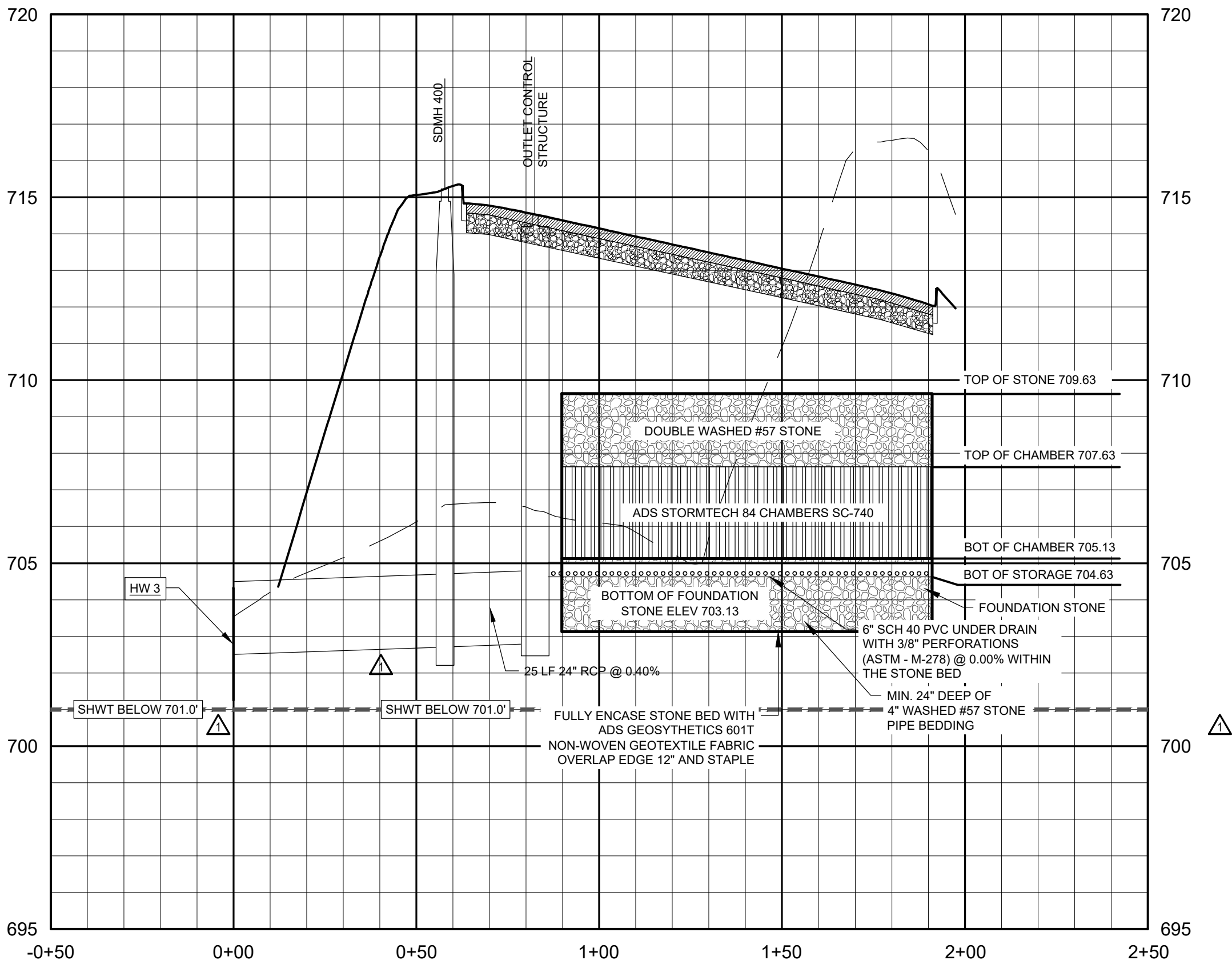
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LEGEND



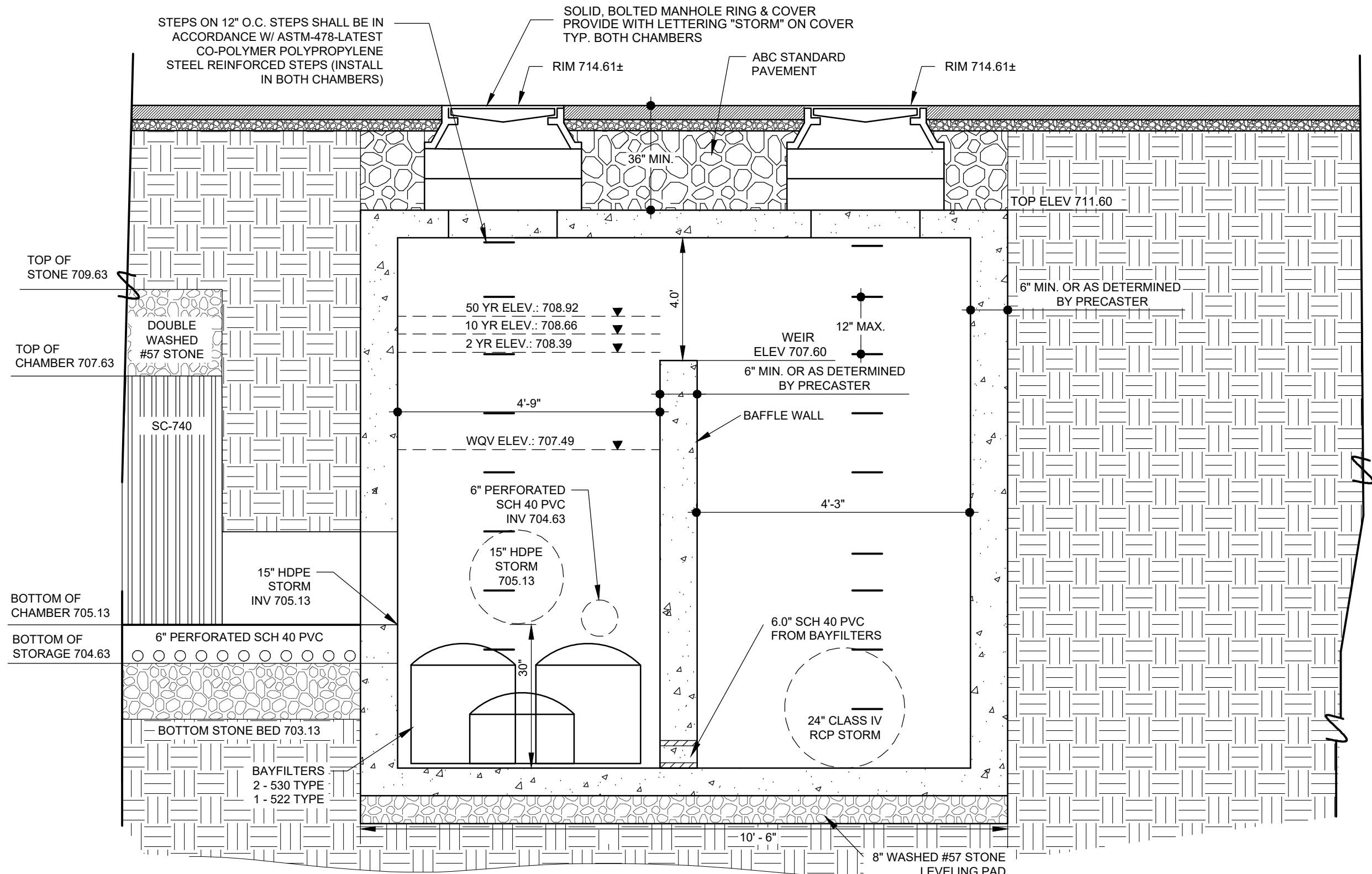
PLAN VIEW

SCALE: 1" = 10'



D-D CROSS SECTION

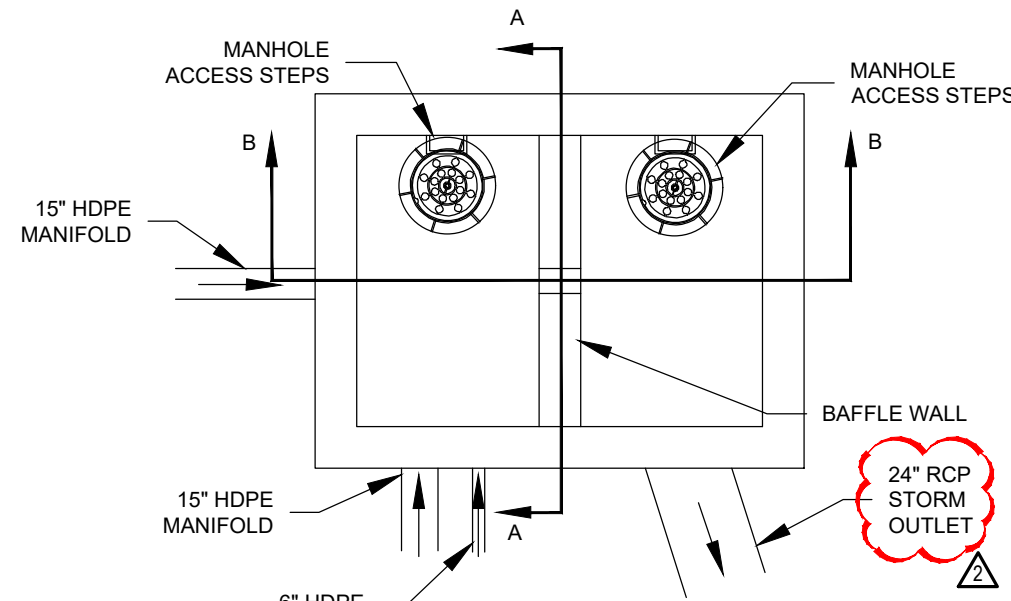
SCALE: 1"=3'(V); 1"=30'(H)



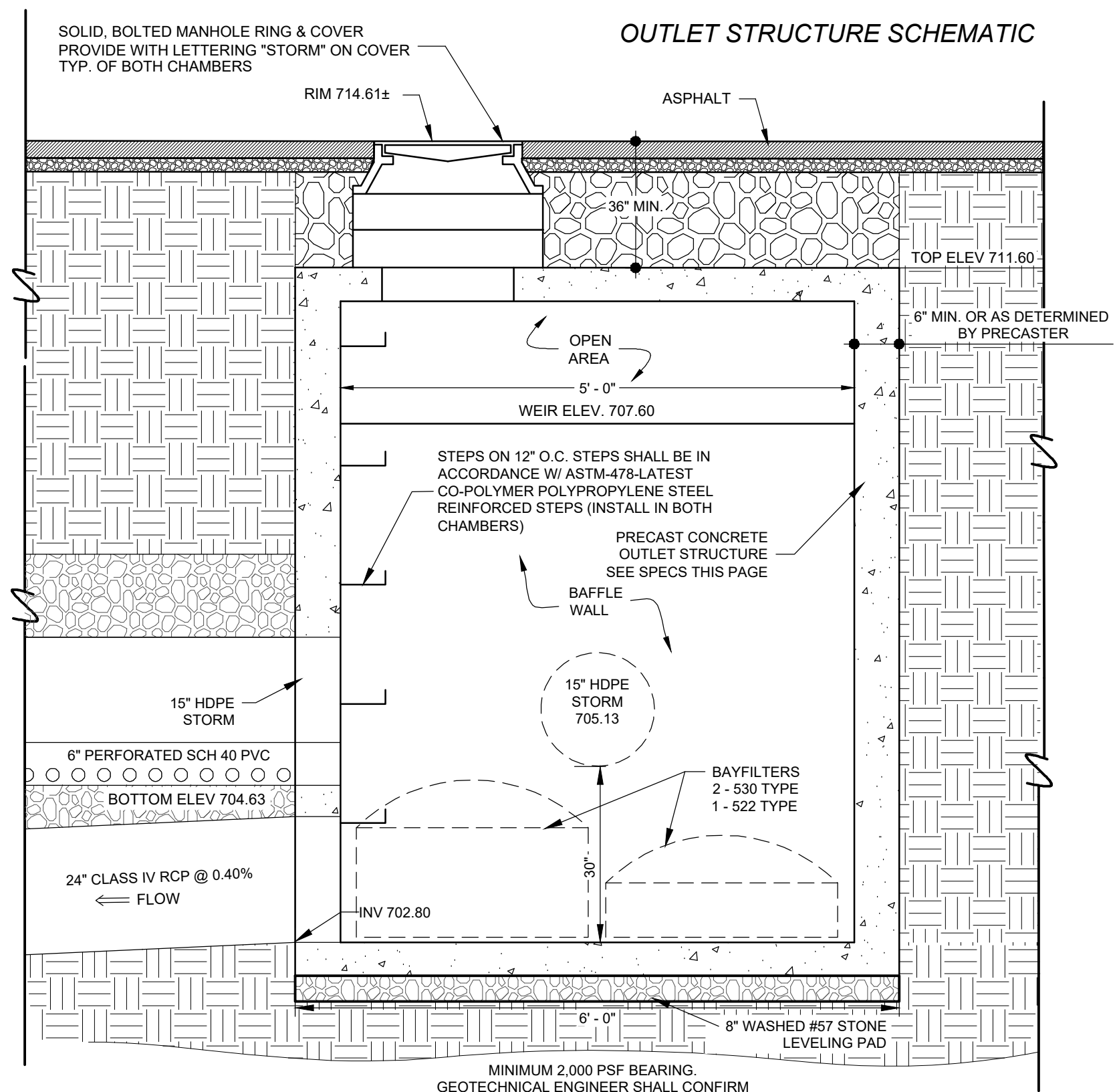
SECTION B-B

DESIGN DATA

DRAINAGE AREA:	2.88 AC
PROPOSED BUA:	2.30 ACRES
DESIGN BUA:	2.35 AC.
WQV (ADJ):	6,160 CF
Q2 PEAK INFLOW:	11.37 CFS
Q10 PEAK INFLOW:	17.69 CFS
Q50 PEAK INFLOW:	24.45 CFS



OUTLET STRUCTURE SCHEMATIC



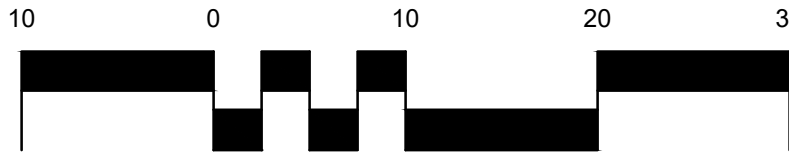
SECTION A-A

OUTLET CONTROL STRUCTURE

SCALE: NTS



North



SCALE: 1" = 10'

SEALS:



PROJECT:

HILLCO - REESE BLVD

13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

CLIENT:

HILLCO, LTD.
1435 HWY 258 N
KINSTON, NC 28054

DATE: 07/31/24

REVISIONS:

COMMENT REVISIONS 09/20/2024

COMMENT REVISIONS 10/14/2024

DRAWN: SSH,MBA,ESB

JOB. NO: 23-190

SHEET TITLE:

PRELIMINARY
STORMWATER
MANAGEMENT
PLAN

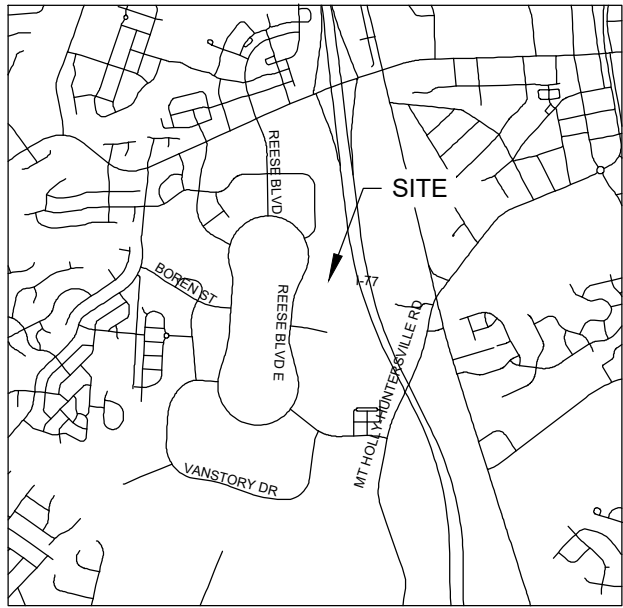
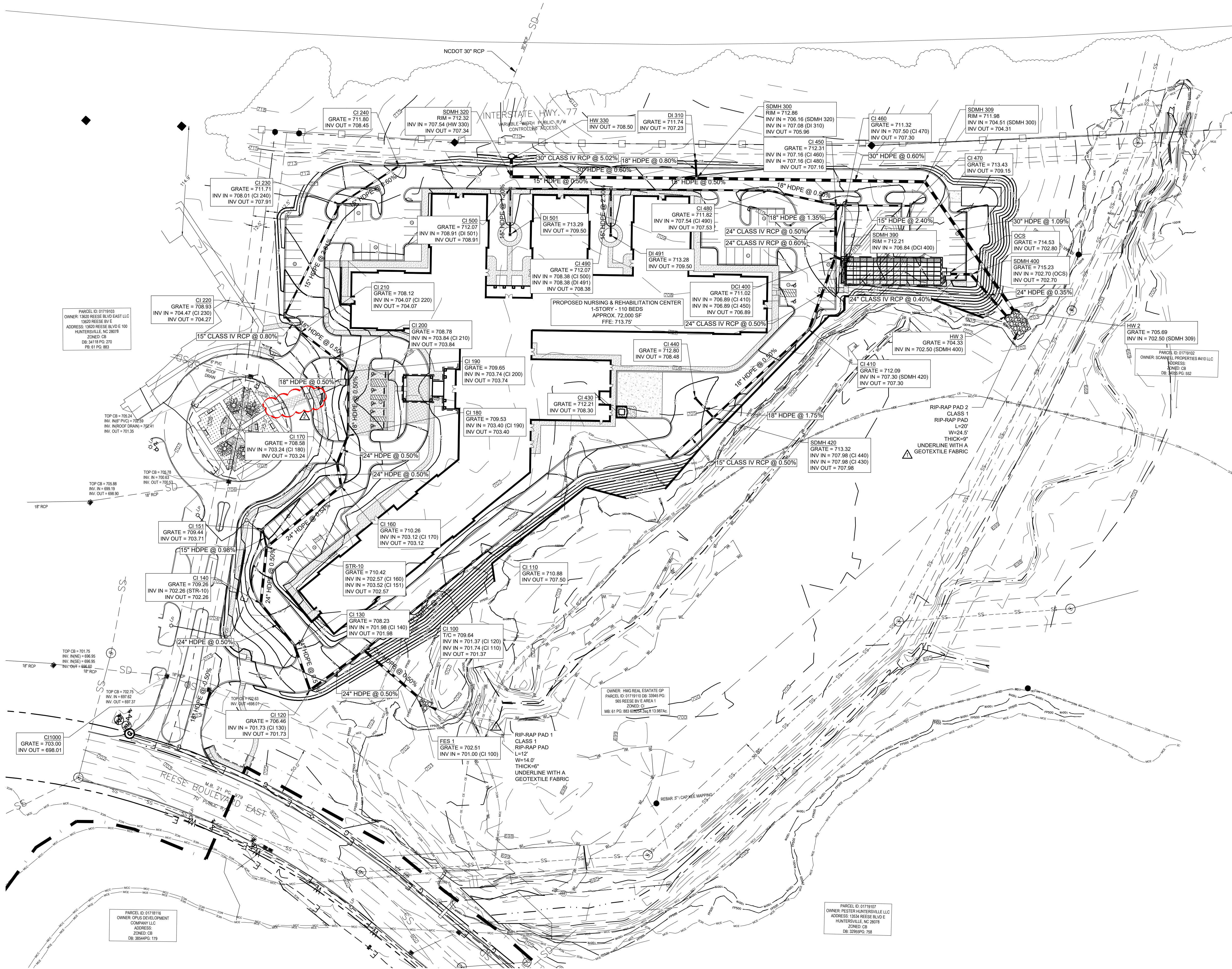
SCALE: 1"=10'

SHEET NO.:

RZ-3.10

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F:\23-190\Drawings\SD\23-190 - SD STORM DRAINAGE.dwg - RZ-3.20 STORM DRAINAGE 10/14/24 8:22am



VICINITY MAP

NOT TO SCALE

SEALS:

NCBES CERT. NO.: C-1347



PROJECT:

HILLCO - REESE BLVD

13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

CLIENT:

HILLCO, LTD.
1435 HWY 258 N
KINSTON, NC 28054

DATE: 07/31/24

REVISIONS:

COMMENT REVISIONS 09/20/2024

COMMENT REVISIONS 10/14/2024

DRAWN: SSH,MBA,ESB

JOB NO: 23-190

SHEET TITLE:

PRELIMINARY STORM DRAINAGE PLAN

SCALE:

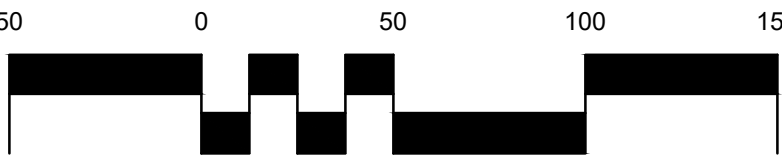
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RZ-3.20

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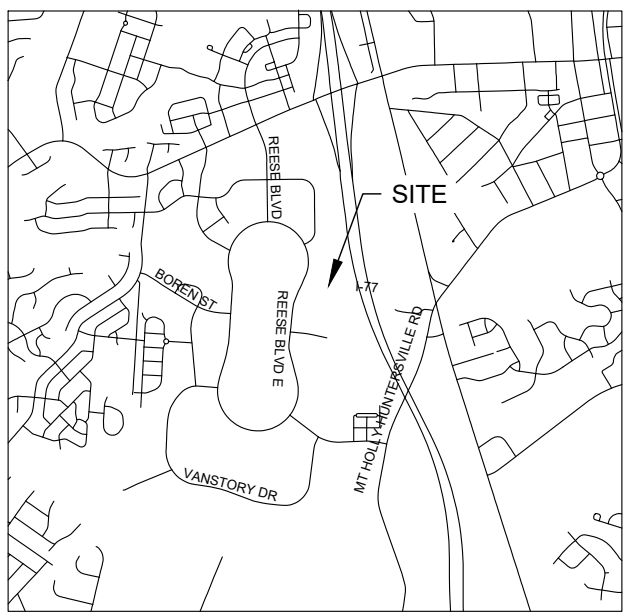
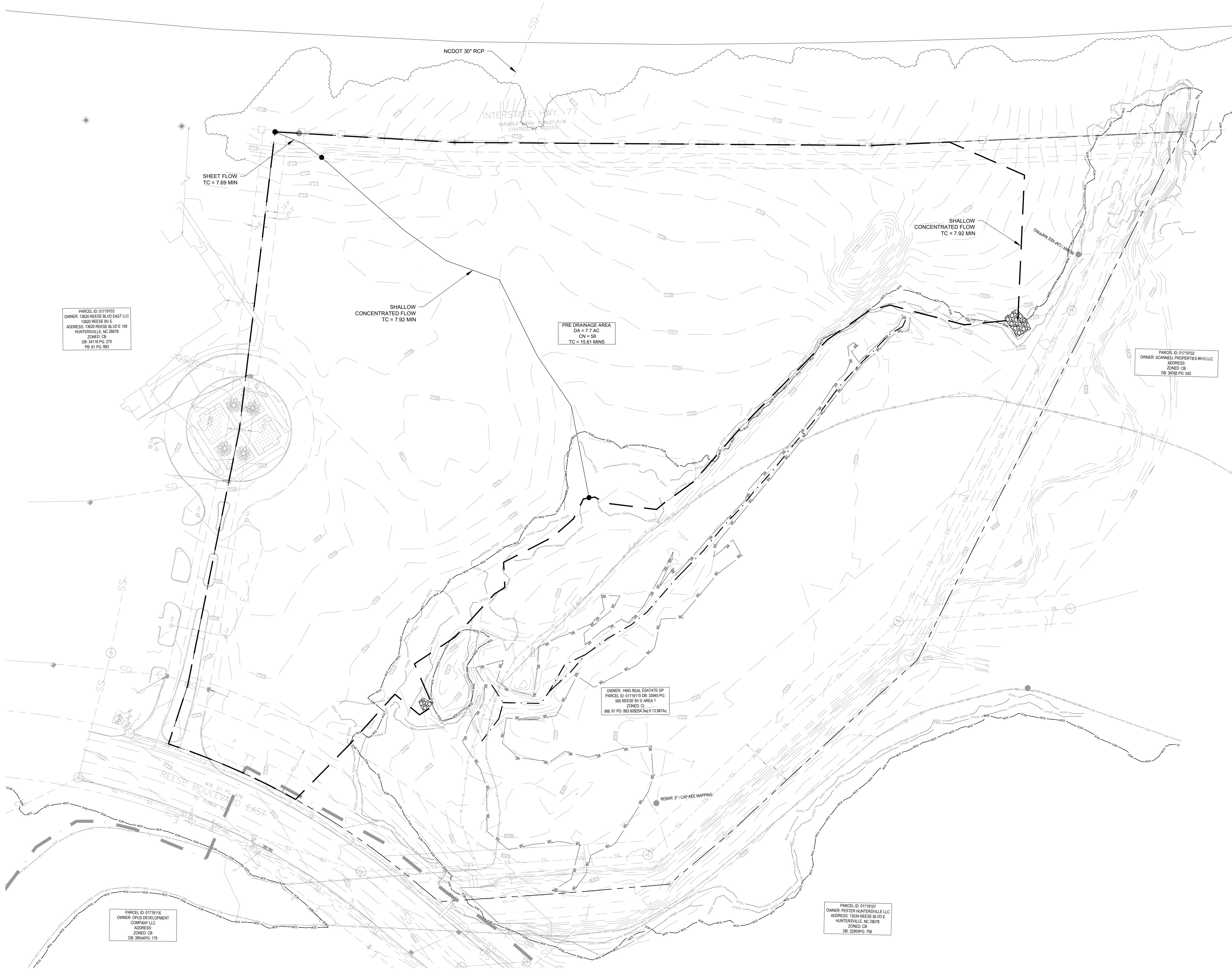


North



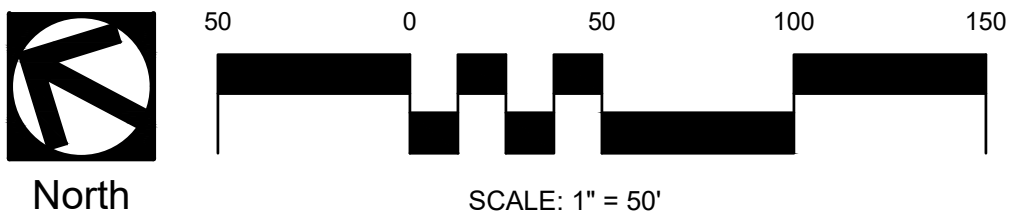
SCALE: 1" = 50'

\\stimmelfile.stimmelpa.com\projects\23-190\Drawings\SD\23-190 - RZ-3.30 PRE & POST.dwg : RZ-3.30 PRE DEV DA 09/19/24 2:58pm



VICINITY MAP

NOT TO SCALE



SEALS:

NCBEE'S CERT. NO.: C-1347



PROJECT:

HILLCO - REESE BLVD

13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

CLIENT:

HILLCO, LTD.
1435 HWY 258 N
KINSTON, NC 28054

DATE: 07/31/24

REVISIONS:

DRAWN: SSH,MBA,ESB

JOB NO.: 23-190

SHEET TITLE:

PRE DEV. DRAINAGE AREA

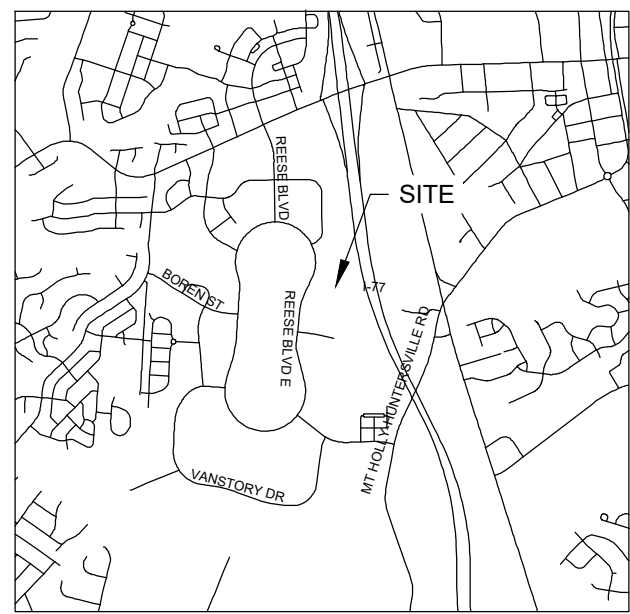
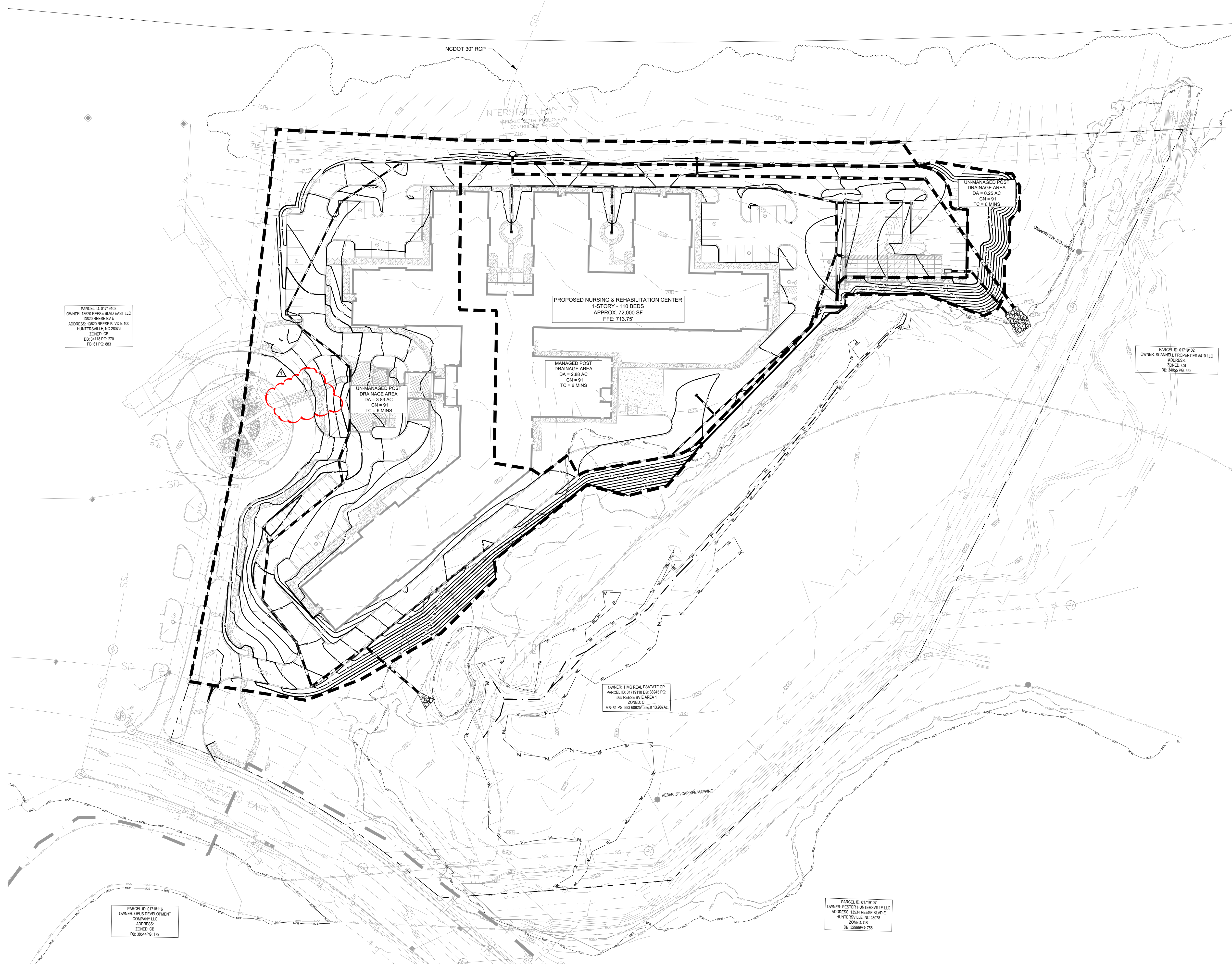
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RZ-3.30

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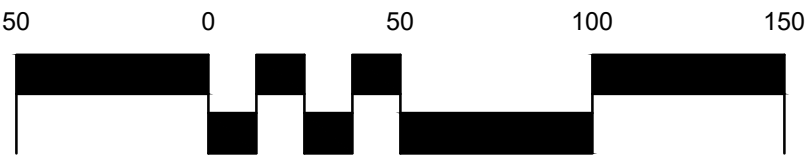


VICINITY MAP

NOT TO SCALE



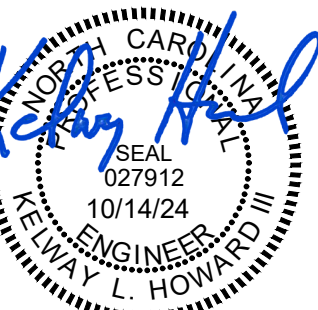
North



SCALE: 1" = 50'

SEALS:

NCBES CERT. NO.: C-1347



PROJECT:

HILLCO - REESE BLVD

13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

CLIENT:

HILLCO, LTD.
1435 HWY 258 N
KINSTON, NC 28054

DATE: 07/31/24

REVISIONS:

COMMENT REVISIONS 10/14/2024

DRAWN: SSH, MBA, ESB

JOB NO.: 23-190

SHEET TITLE:

POST DEV.
DRAINAGE
AREA

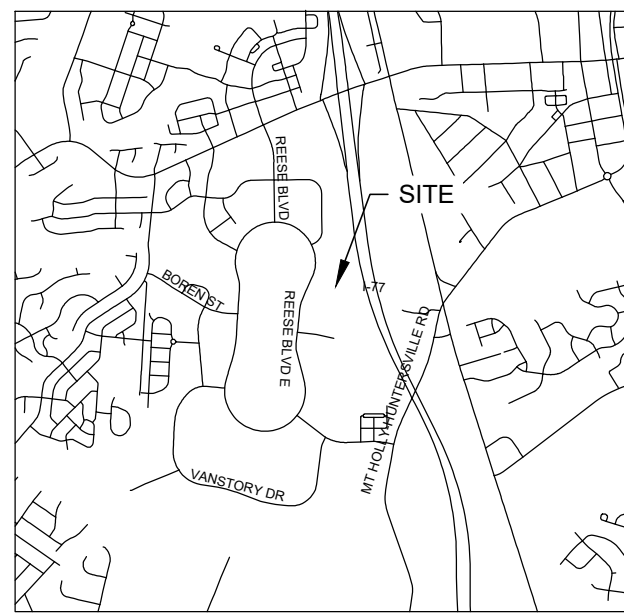
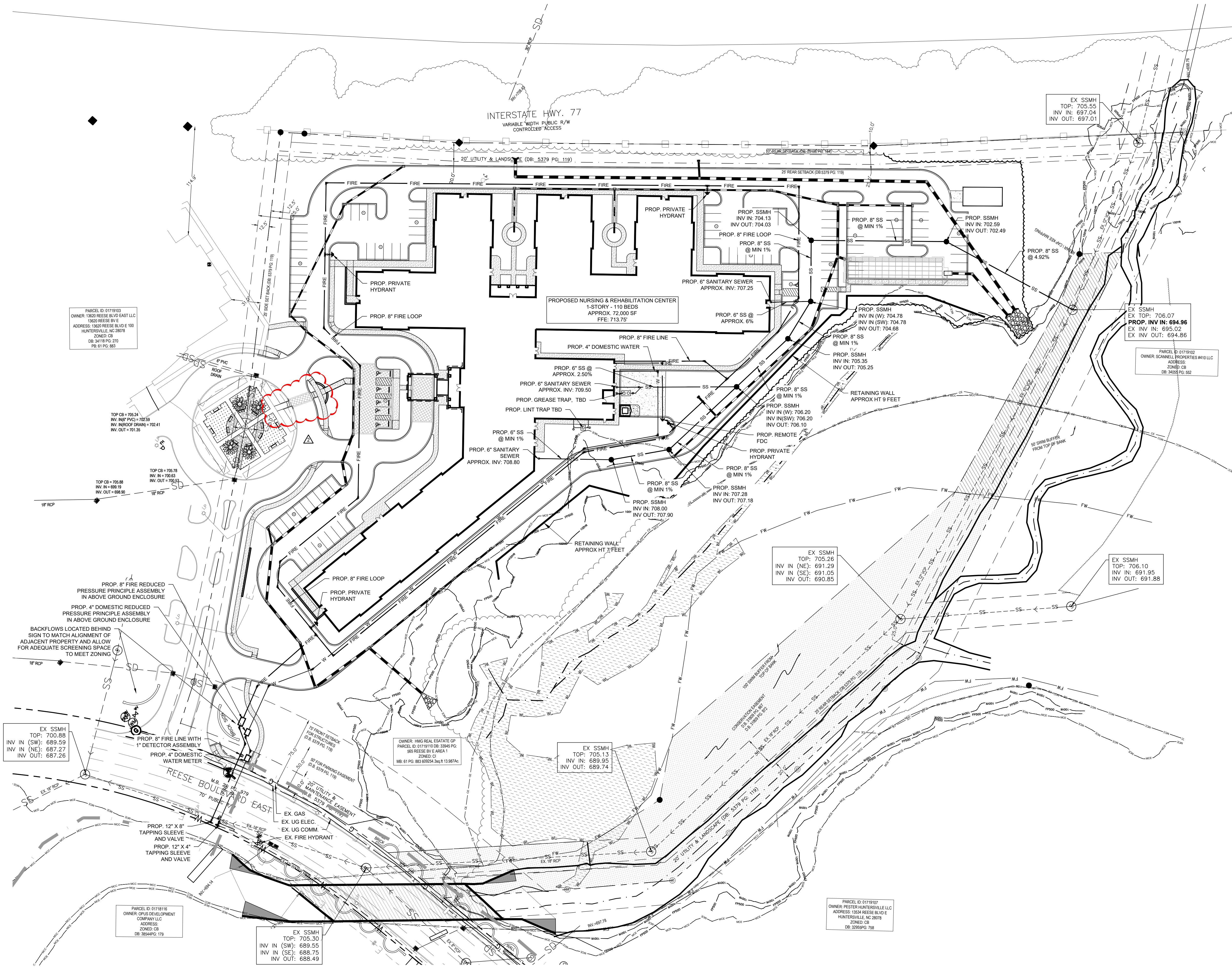
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RZ-3.40

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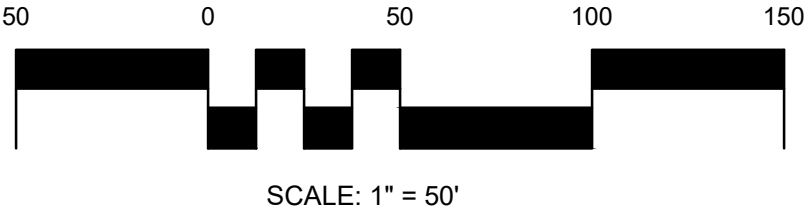


VICINITY MAP

NOT TO SCALE

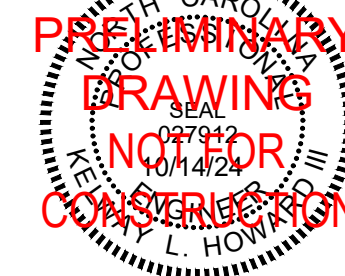
UTILITIES LEGEND

- | | |
|--------|--|
| — T — | EXISTING PHONE |
| — T — | PROPOSED PHONE |
| — E — | EXISTING POWER |
| — E — | PROPOSED POWER |
| — G — | EXISTING NATURAL GAS |
| — G — | PROPOSED NATURAL GAS |
| — SS — | EXISTING SANITARY |
| — SS — | PROPOSED SANITARY |
| — SD — | EXISTING STORM DRAINAGE |
| — SD — | PROPOSED STORM DRAINAGE |
| — W — | EXISTING WATER |
| — W — | PROPOSED WATER |
| — X — | MISCELLANEOUS EXISTING UTILITIES |
| W.L. | WETLANDS |
| FP500 | FEMA FUTURE CONDITION FLOOD FRINGE LINE |
| 100M | FEMA FLOOD FRINGE LINE |
| CE | FEMA COMMUNITY ENCROACHMENT LINE |
| FW | FEMA FLOODWAY ENCROACHMENT LINE |
| MCC | MECK COUNTY ENCROACHMENT LINE (PROVIDED BY MECKING OPEN MAPPING) |
| MCC | MECK COUNTY COMMUNITY FLOODWAY LINE (PROVIDED BY MECKING OPEN MAPPING) |
| SWIM | SWIM BUFFER |
| — | FUTURE GREENWAY |
| — | FLOW LINE |
| 705 | MAJOR CONTOUR |
| 704 | MINOR CONTOUR |



SEALS:

NCBES CERT. NO.: C-1347



PROJECT:

HILLCO - REESE BLVD
13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

CLIENT:

HILLCO, LTD.
1435 HWY 258 N
KINSTON, NC 28054

DATE: 07/31/24

REVISIONS:

COMMENT REVISIONS 09/20/2024
COMMENT REVISIONS 10/14/2024

DRAWN: SSH,MBA,ESB
JOB NO: 23-190

SHEET TITLE:

**PRELIMINARY
UTILITY
PLAN**

SCALE:

SHEET NO.:

RZ-3.50

© STIMMEL ASSOCIATES, P.A.

CONCEPTUAL I-77 BUFFER SECTIONS



CONCEPTUAL ARCHITECTURAL IMAGERY



REZONING NOTES

- Hillco Senior Housing
- Rezoning Petition.** These rezoning notes comprise the development standards ("Development Standards") associated with the rezoning petition (the "Rezoning Petition") filed by Hillco Ltd. ("Petitioner") on 09/19/24 (the "Filing Date") as Rezoning Petition R24-05 (the "Rezoning Plan") for that approximately 13.983 acre tract of land, identified on this Site Plan as Reese Boulevard Senior Housing (the "Project") in connection with parcel number 017-191-10 (the "Property"). The purpose of the Rezoning Petition is to convert the zoning classification of the Property from the Corporate Business District (CB) to Campus Institutional Conditional District (CI-CD) in accordance with the provisions of the Town of Huntersville Zoning Ordinance (the "Ordinance").
 - Development Standards.** Development of the Property will be governed by these Development Standards, which are part of the Rezoning Petition, and the applicable provisions of the Ordinance in place on the date of the filing of the Rezoning Plan. Unless the Rezoning Plan establishes a more stringent standard(s), or unless otherwise noted on the Rezoning Plan or in these Development Standards, the regulations established under the Ordinance in place on the date of the filing of the Rezoning Plan govern development of the Property as shown on the Rezoning Plan.
 - Schematic Nature of Rezoning Plan.** The configuration, placement, and size of the buildings and proposed improvements, including parking areas, driveways, common areas and storm ponds, shown on the Rezoning Plan are schematic in nature and exact locations, size, number or quantity and configurations of buildings and improvements may be modified during design, engineering and construction phases of the development so long as such modification is compatible with the approximate layout and location of lots and improvements shown on the Rezoning Plan. The exact alignments of the internal drives and internal public streets have not been determined and are subject to final design and engineering plans, and minor modifications or alterations of these alignments may take place during design development and construction phases. Major amendments are determined by staff for all CD Rezoning and Sketch plans.
 - Phasing.** The development of the Property as generally depicted on the Rezoning Plan is intended to be built in one phase, but may be phased, as determined during the course of construction. Any proposed phasing must align with required infrastructure and stormwater improvements; provided, however, each phase or sequence of improvements in the Project will meet all Ordinance requirements. Utilities, infrastructure, and grading shall be delivered to each individual Phase as each is developed.
 - Vested Rights.** This Rezoning Plan is a site-specific development plan and approval thereof constitutes vested rights in the Rezoning Plan pursuant to the provisions of the Ordinance. Notwithstanding any other provisions of these Development Standards, if, at some point, modifications are made to the Ordinance by the Town Board, Petitioner may voluntarily agree to apply such modifications to the Rezoning Plan in a manner consistent with the Ordinance as it changes from time to time, and without pursuing a rezoning. Such modifications to the Ordinance shall in no way impact the Petitioner's vested rights. Due to the size of the project, phasing, and level of investment, approval of this conditional rezoning shall constitute establishment of vested rights in the landowner (and its successors or assigns) for a period of five years as permitted by N.C. Gen. Stat. § 160D-108.1.
 - Permitted Uses.** The Property may be developed for the use of a health institution or institutions, including a congregate care facility and related permitted uses, uses permitted with conditions and accessory uses permitted in the CI Zoning District and as shown on the Rezoning Plan, to the development standards associated with such uses. Any labelling on the Rezoning Plan may be an indication of the current intention on the part of Petitioner but shall not restrict the Property in a manner that conflicts with the provisions of these Development Notes.
 - Access.** The connection to Reese Blvd. is an existing driveway. To the extent permitted by applicable driveway permit requirements, any changes to the driveway, access points and road connection may cross the setback and shall not require a rezoning of the Property but shall otherwise comply with applicable driveway permit requirements.
 - Frontage Improvements.** Petitioner shall be required to install streets trees and other improvements along the street frontage as specifically shown on the Rezoning Plan and as required by any applicable driveway permit and, subject to the modification set forth in 14.d below, as required by the Zoning Ordinance, Subdivision Ordinance and applicable Huntersville/NC DOT TIA.
 - Landscaping/Buffers.** Except as modified herein, landscaping and buffers shall be in accordance with the Ordinance.
 - Amendment.** Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner of owners of the Property in accordance with the provisions of the Ordinance; provided, however, in the event any portion of the Property is conveyed to a third party, Petitioner may request an amendment to the Rezoning Plan without the written consent of any other owner of all or any portion of the Property unless such amendment constitutes a change in the building or use of the portion of the Property owned by such owner, provided Petitioner provides for such amendment right in the recorded private restrictive covenants that govern the Project. All requirements in connection with the amendment will be calculated on the Property as a whole in the same manner such requirements were calculated at the time of the initial approval. This note shall be shown on the final plat when recorded.
 - Stormwater Design.** The stormwater designs shown on the Rezoning Plan shall be finalized during the construction phase and shall be completed as a part of the infrastructure improvements.
 - Binding Effect of the Rezoning Documents and Definitions.** If this Rezoning Application is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Petitioner and the current and subsequent owners of the Site and their respective successors in interest and assigns. Throughout these Development Standards, the term "Petitioner" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Petitioner or the owner or owners of the Site from time to time who may be involved in any future development thereof.
 - Elevations.** The elevations are submitted as examples only, and are not the actual elevations for this Project. Staff may approve elevations submitted during construction that are generally consistent with the renderings included with the Rezoning Plan.
 - Requested Modifications to Standards.**

Pursuant to Section 11.4.7(k) of the Ordinance, the standards of the Ordinance to permit the utilization of the Property for use as a congregate care health institution. Because the Property is topographically challenged, the congregate care building footprint can accommodate the topography and configuration of the Property, which presents a challenge to a larger industrial or office use. Security and ADA requirements and limited traffic needs of the congregate care facility utilize the unusual configuration of the Property and the limited frontage. The proposed congregate care facility will be oriented toward the plaza roundabout that is part of the shared driveway with the adjacent northern property. Although the building facade faces the shared plaza roundabout and visitor parking and handicapped parking is located in the front of the building, the parking, which is required to be located near the front entrance for security and ADA reasons, is screened from the street and the orientation of the building is not incompatible with the improvements of the medical office building to the north of the Property. To achieve the design needed for security and ADA purposes and to accommodate the unusual size and configuration of the Property, Petitioner requests the following modifications:

 - a. Article 4.1.1: Building setbacks controlled by "The Park - Huntersville Covenants and Restrictions";
 - b. Article 4.1.2: Building facade not parallel to frontage property line;
 - c. Article 4.1.3, Article 6.1.A: Parking located to the front, side and rear of the building;
 - d. Article 5.5: Sidewalks required along street frontage. Sidewalks are not located along the frontage of developments on properties adjacent to or across Reese Boulevard from the Property. Petitioner proposes to dedicate the area of the Property required for construction of the Mecklenburg County greenway along Torrence Creek in order to better accommodate meaningful walkability.
 - e. Article 6: Parking Ratio Requirements: This "congregate housing" use has no minimum parking requirements;
 - f. Article 7.5: Buffer Yards: Providing a 20' buffer width along I-77 that is consistent with the I-77 buffers of the adjacent property to the north of the Property. The height of the building constructed on the adjacent property is significantly greater (approximately four stories) and the adjacent property does not include an enhanced buffer. Petitioner's proposed improvements are one story in height and therefore are less visible from I-77. Petitioner proposes an enhanced buffer which will contain larger size material than required by the Ordinance and all plantings shall be evergreen.
 - g. Article 8.17 - Water Quality:
 - a. 12.b.3: Storm Water Quality Treatment Volume: Development will capture and treat runoff generated from first inch of rainfall from the portion of the development as shown on the Preliminary Storm Water Report.
 - b. Portions of the development will drain offsite unmanaged as shown in the Preliminary Storm Water Report;
 - c. Article 8.17.12.b.4: Storm Water Treatment Standard: Proposed storm water control measures designed to achieve an average annual of 85% total suspended solid removal of the captured area as shown in the Preliminary Storm Water Report. There will be no low impact design storm water control measures;
 - d. Article 8.17.12.b.6: Storm Water Volume Control: The storm water control measure will be designed to discharge the captured water quality treatment volume at the 1 year 24-hour predevelopment runoff rate;
 - e. Article 8.17.12.b.7: Storm Water Volume Peak Control: No peak volume control provided based on the downstream hydrologic and hydrologic analysis report;
 - f. FEMA 500-year, Zone X/Mecklenburg County Community Flood Fringe Impact: Limited fill and retaining walls proposed within the 500-year flood fringe. Impacted areas are shown on the rezoning site plan and grading plan.

SEALS:

NCBEE'S CERT. NO.: C-1347



PROJECT:

HILLCO - REESE BLVD
13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

CLIENT:

HILLCO, LTD.
1435 HWY 258 N
KINSTON, NC 28054

DATE: 07/31/24

REVISIONS:

COMMENT REVISIONS 09/20/24

DRAWN: SSH,MBA,ESB

JOB NO.: 23-190

SHEET TITLE:

DEVELOPMENT
NOTES &
CONDITIONS

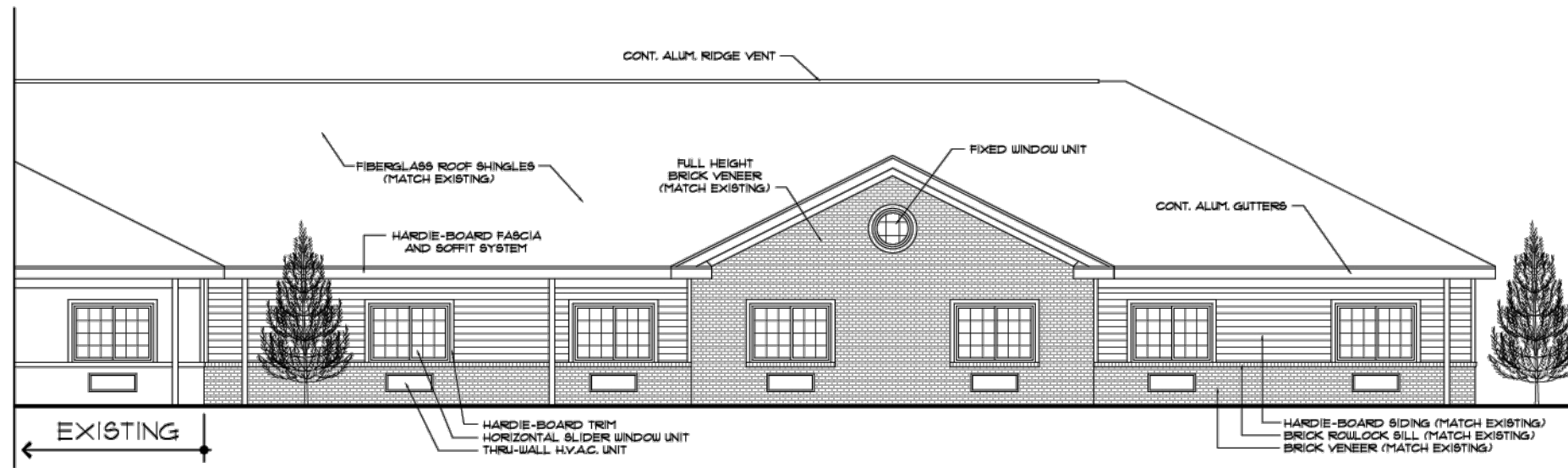
SCALE:

SHEET NO.:

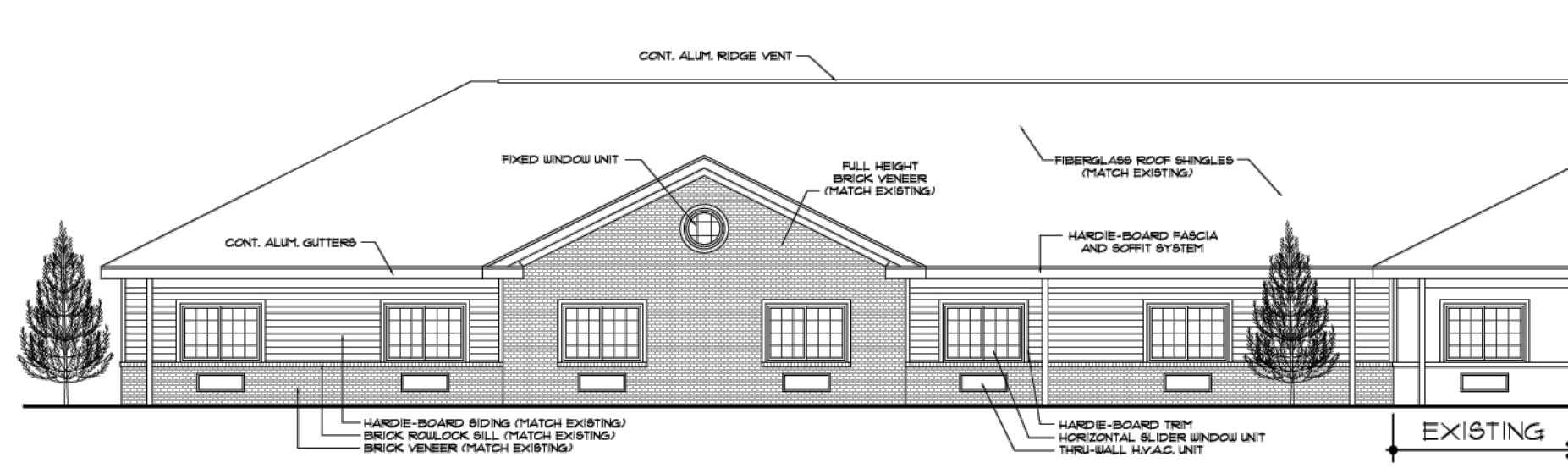
RZ-4.00

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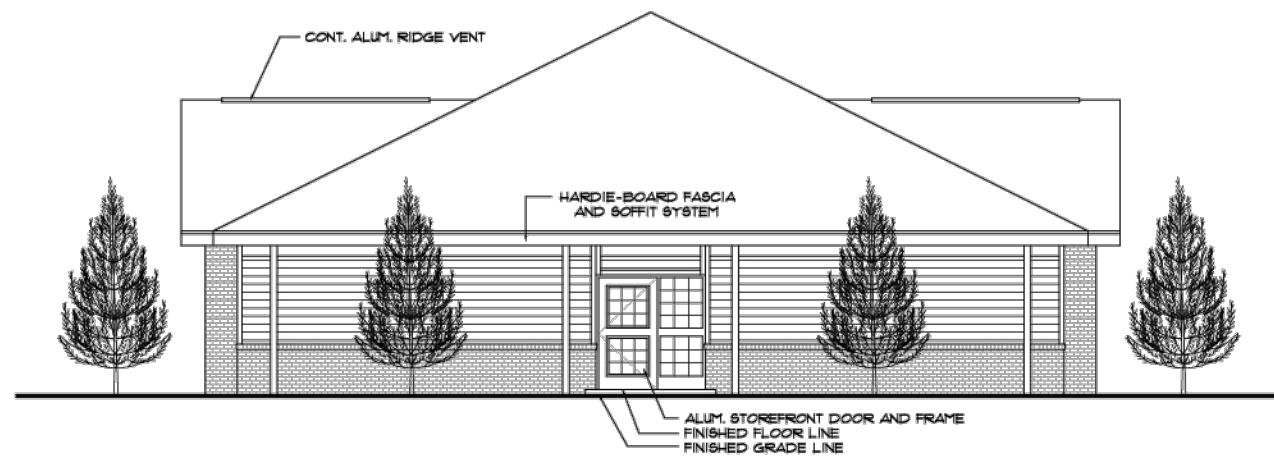
SPRINGBROOK • NURSING AND REHABILITATION
RENOVATIONS & 20 BED ADDITION
CLAYTON • NORTH CAROLINA



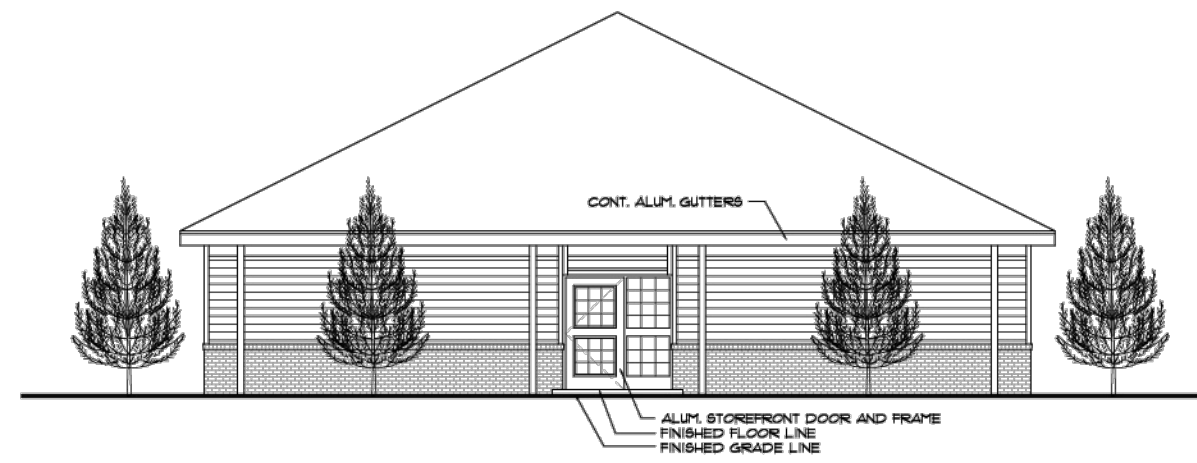
SPRINGBROOK AVE • FRONT ELEVATION



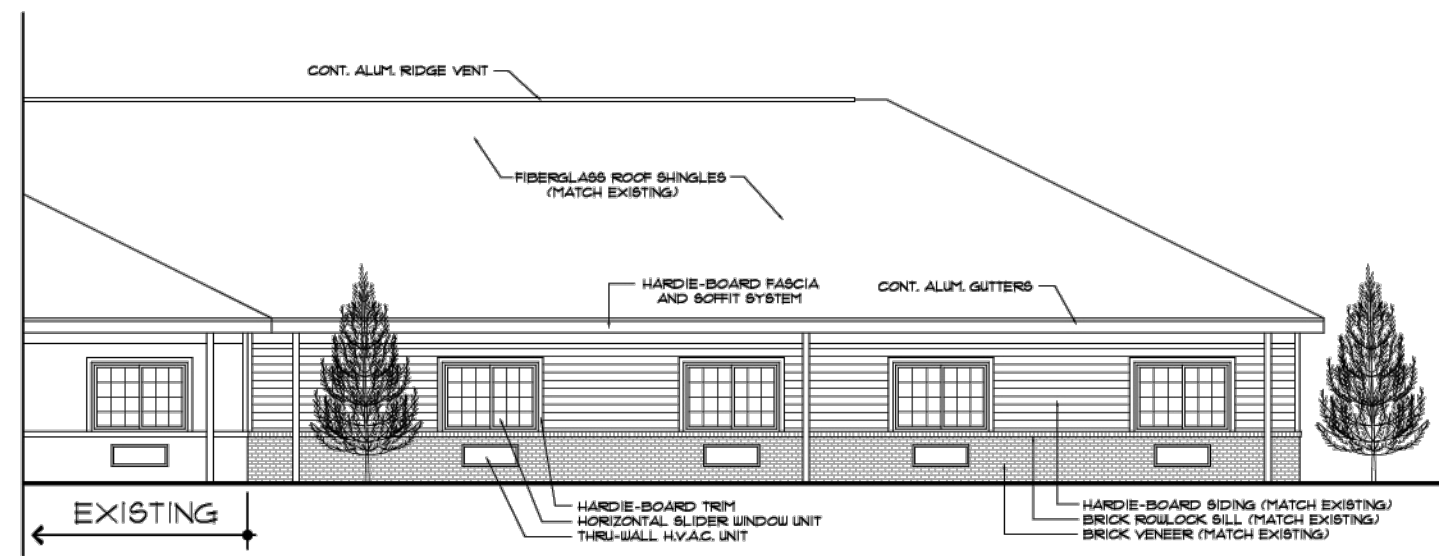
SPRINGBROOK AVE • REAR ELEVATION



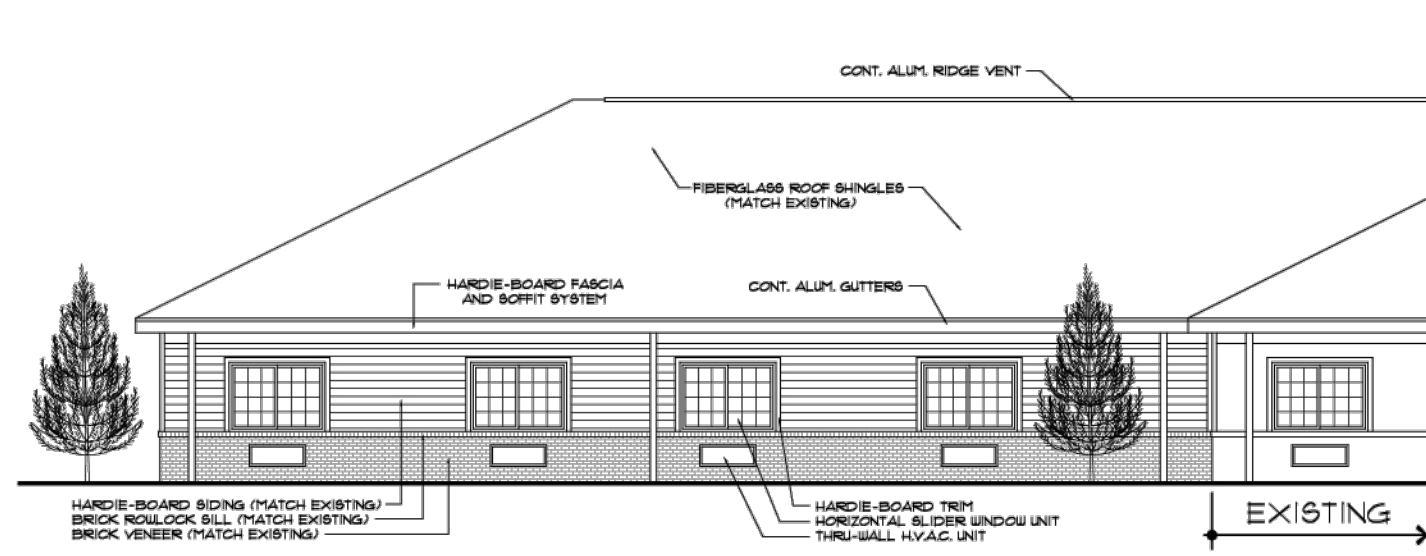
SPRINGBROOK AVE • END ELEVATION



REAR WING • END ELEVATION



REAR WING • FRONT ELEVATION



REAR WING • REAR ELEVATION

EXTERIOR MATERIALS:

- FACE BRICK - MODULAR SIZE, COLOR AND TEXTURE TO MATCH FACE BRICK ON EXISTING BUILDING.
- LAP SIDING - HARDIE-BOARD PLANK SIDING. PAINT TO MATCH HARDIE-BOARD ON EXISTING BUILDING.
- TRIM BOARDS - HARDIE-BOARD TRIM. PAINT WHITE TO MATCH EXISTING BUILDING.
- SOFFIT / FASCIA - HARDIE-BOARD SOFFIT / FASCIA SYSTEM. PAINT WHITE TO MATCH EXISTING BUILDING.
- ROOF SHINGLES - GAF TIMBERLINE ARCHITECTURAL SHINGLES, COLOR WEATHERWOOD TO MATCH EXISTING BUILDING.
- GUTTERS / DOWNSPOUTS - WHITE ALUMINUM GUTTERS AND DOWNSPOUTS TO MATCH EXISTING BUILDING.

DAVID R. POLSTON • ARCHITECT
3806 PARK AVE. SUITE 2L
WILMINGTON • NORTH CAROLINA

*ARCHITECTURAL ELEVATIONS ARE SHOWN FOR REFERENCE ONLY. ELEVATIONS ARE FROM A PREVIOUSLY CONSTRUCTED PROJECT LOCATED IN CLAYTON, NC AND ARE SHOWN FOR REFERENCE OF TYPICALLY USED EXTERIOR FINISH MATERIAL. THE MATERIAL INTENT OF THIS PROJECT LOCATED AT REESE BOULEVARD WILL BE MORE MODERN, KEEPING WITH THE SUBMITTED CONCEPTUAL RENDERINGS SHOWN ON SHEET RZ-4.00.

SEALS:

NCBES CERT. NO.: C-1347



PROJECT:

HILLCO - REESE BLVD

13600 REESE BLVD E
HUNTERSVILLE, NC 28078
PARCEL ID: 01719110

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1435 HWY 258 N
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DATE: 07/31/24

REVISIONS:

COMMENT REVISIONS 09/20/2024

DRAWN: SSH,MBA,ESB

JOB. NO: 23-190

SHEET TITLE:

REFERENCE
IMAGERY

SCALE:

SHEET NO.:

RZ-4.01

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Town Engineering Rezoning Comment Summary
R24-05 Hillco-Reese Blvd (CSP-500028)
13600 Reese Blvd E (PID 01715657)
Huntersville, NC 28078

General Project Information

This proposed rezoning is located in the north-east portion of the Huntersville Business Park development and consists of a new nursing and rehabilitation facility. The development is not proposing a new driveway on Town or NCDOT roads, it is proposed to be accessed from an existing private shared use driveway.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

- 1) A TIA was not required as part of this proposed rezoning due to not meeting trip generation thresholds.

Transportation and Stormwater:

- 1) Applicant is requesting a modification from parts of the Post Construction Stormwater Ordinance due to existing site constraints (including topography, floodplain area, and a high water table elevation). This parcel is currently vested from all three design criteria (water quality, volume control, and peak control) as a part of the Business Park development, however it would lose that vested status with this rezoning.
 - a. Engineering staff (including Stormwater Administrator Rusty Rozelle) are in support of this modification.
 - i. The applicant has met water quality and volume control design criteria on the maximum amount of feasible with their proposed development (approximately 54% of the total built-upon area proposed with this site).
 - ii. The applicant has provided a downstream analysis, sealed by a licensed engineer, to show that the development has negligible impact on the peak flows along Torrance Creek and do not increase the risk of flooding at downstream creek crossings.

Benefits – Employment & Economic

- ❖ Facility will create **160 full-time, part-time and PRN jobs.**
- ❖ According to Huntersville Health and Rehab data the Town is operating at a 90-99% capacity for licensed nursing home beds.
- ❖ Additional capacity will be required because of the new hospital and Huntersville's continued growth.

The Huntersville 2040 Comprehensive Plan contemplates that institutional uses should be included in Employment Centers. The number of jobs offered by this skilled nursing facility is in keeping with the goals of the Employment Center.



Employment Center

Employment centers contain a mix of uses including office, industrial, and institutional. Modern employment campuses and cutting edge employers are now incorporating some retail and residential to create a live, work, and play environment. These areas offer workspace where innovation can grow while meeting employee lifestyle needs.

Hillco Assisted Living (R24-05)

Community Meeting Report

Date: September 25, 2024

Time: 6:00pm – 7:00pm

Location: Huntersville Arts and Cultural Center, 109 S. Old Statesville Road

Roster of Persons in Attendance: **See attached sign-in sheets (no neighbors in attendance)**

Agenda:

1. Applicant presentation & rezoning description
2. Neighborhood attendees' question & answer session

Applicant and the attendees discussed the following comments and questions:

Questions

***Answers in bold**

- The Applicant presented a PowerPoint outlining the project including an overall site plan, area map, topographical challenges, design examples, and economic/employment benefits and the remaining schedule for rezoning.
- How many people will be employed by this facility? **The facility will create 160 full-time, part-time and PRN (on call) jobs.**
- What will be the salaries of the employees? **The salaries will be competitive with the skilled nursing sector and will increase depending on qualifications of Certified Nursing Assistants (CAN), Licensed Practical Nurses (LPN), and Registered Nurses (RN).**
- Will there be any additional enhancements to the entrance of the facility? **Due to the nature of the facility as a skilled nursing facility, additional handicapped spaces and patient drop off locations are required in the front of the building. The Applicant will work with the Town to make sure the entrance is designed to invite pedestrian activity.**
- What are the topographical challenges present on the site? **There is a steep decline on the property that leads to wetlands. This limits development of the site to half of the available land. Previous projects explored this site but the topographical constraints were too significant for other development.**
- Is this type of facility needed in the area? In Huntersville? **Yes, according to Huntersville Health & Rehab data the Town is operating at a 90-99% capacity for licensed nursing home beds. Additional capacity of licensed nursing home beds will be required because of the new hospital and the continued growth of Huntersville.**

Community Meeting Notices

Project Name

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meet

The following persons and organizations were sent notices of the community meeting (first and

First and Last Name
CIOF I - NC1M01-M02 LLC
HTA-13620 REESE BLVD EAST LLC
CIOF I - NCIM01-M02 LLC
OPUS DEVELOPMENT COMPANY LLC
HUNTERSVILLE BUSINESS PROPERTY OWNERS ASSOC INC
NOVANT HEALTH INC
PESTER HUNTERSVILLE LLC
WATERFORD AT THE PARK DE LLC
RESIDENTIAL HOMEOWNERS ASSOCIATION FOR MAGNOLIAWALK MECKLENBURG INC
COLLECTION AT THE PARK LLC THE
MCCOY CROSSING HOMEOWNERS ASSOCIATION
Brad Priest

R24-05 Hillco Assisted Living

ing shall be submitted to the Planning Department and incorporated into the application for this project.

I last name or business name only):

Date Sent	Method Sent	Reason Sent
9/11/2024	Certified Mail	Within 250'
9/11/2024	Certified Mail	Within 250'
9/11/2024	Certified Mail	Within 250'
9/11/2024	Certified Mail	Within 250'
9/11/2024	Certified Mail	Within 250'
9/11/2024	Certified Mail	Within 250'
9/11/2024	Certified Mail	Within 250'
9/11/2024	Certified Mail	Within 250'
9/11/2024	Certified Mail	Within 250'
9/11/2024	Certified Mail	Homeowners' Association
9/11/2024	Certified Mail	Property Owners' Association
9/11/2024	Certified Mail	Planning Staff

Community Meeting Attendance Log

Project Name:	R24-05 Hillco Assisted Living
Location of Meeting:	Huntersville Arts and Cultural Center, 109 S. Old Statesville Road
Date:	Wednesday, September 25, 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	Brad Priest	26	
2	Nick Walsh	27	
3	Robert Irvin	28	
4	Susan Irvin	29	
5	Max Mason	30	
6	Kelway Howard	31	
7		32	
8		33	
9		34	
10		35	
11		36	
12		37	
13		38	
14		39	
15		40	
16		41	
17		42	
18		43	
19		44	
20		45	
21		46	
22		47	
23		48	
24		49	
25		50	

September 11, 2024

SUBJECT: Notice of community meeting for information related to a Conditional Rezoning of a portion of the property located at 565 Reese Blvd East, Huntersville, NC, shown on the map below and having Parcel ID Number of 01719110. The Applicant for the subject property is Hillco, LTD.

To Whom It May Concern:

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

MEETING DETAILS:

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

Wednesday, September 25, 2024

Huntersville Arts and Cultural Center

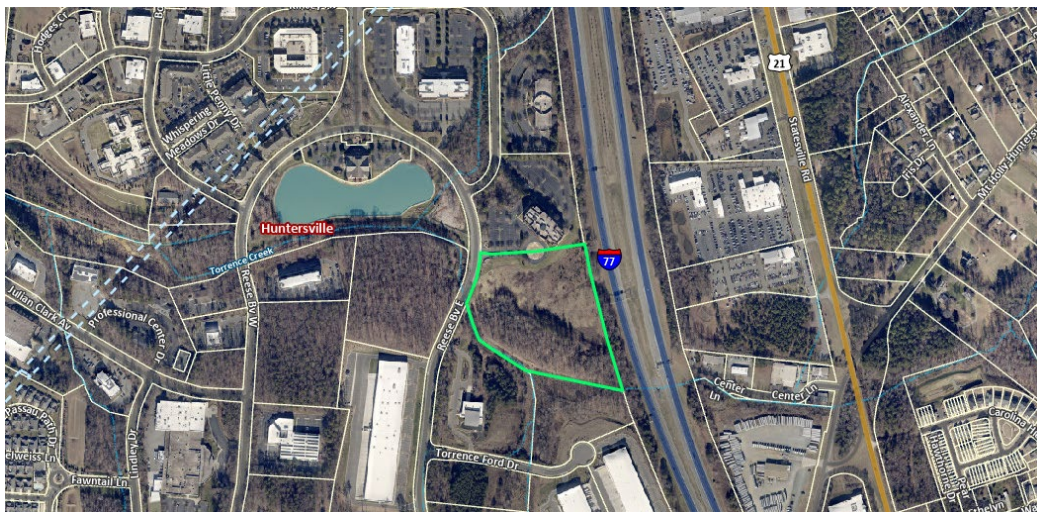
109 S. Old Statesville Road

Huntersville, NC 28078

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

Sincerely,

Hillco, LTD



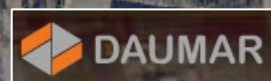
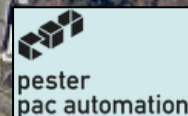
Hillco – Reese Boulevard

R24-05 – Nursing & Rehabilitation Center



N NOVANT
HEALTH





PROPOSED
CLINIC - 100,000 SQ FT
CLINIC - 100,000 SQ FT
CLINIC - 100,000 SQ FT
CLINIC - 100,000 SQ FT
CLINIC - 100,000 SQ FT
CLINIC - 100,000 SQ FT

PROPOSED NURSING &
REHABILITATION CENTER
1-STORY - 110 BEDS
APPROX. 75,000 SF

PROPOSED
CLINIC - 100,000 SQ FT
CLINIC - 100,000 SQ FT
CLINIC - 100,000 SQ FT
CLINIC - 100,000 SQ FT
CLINIC - 100,000 SQ FT
CLINIC - 100,000 SQ FT

TORRENCE CREEK

REESE BOULEVARD EAST

FUTURE TORRENCE
CREEK GREENWAY

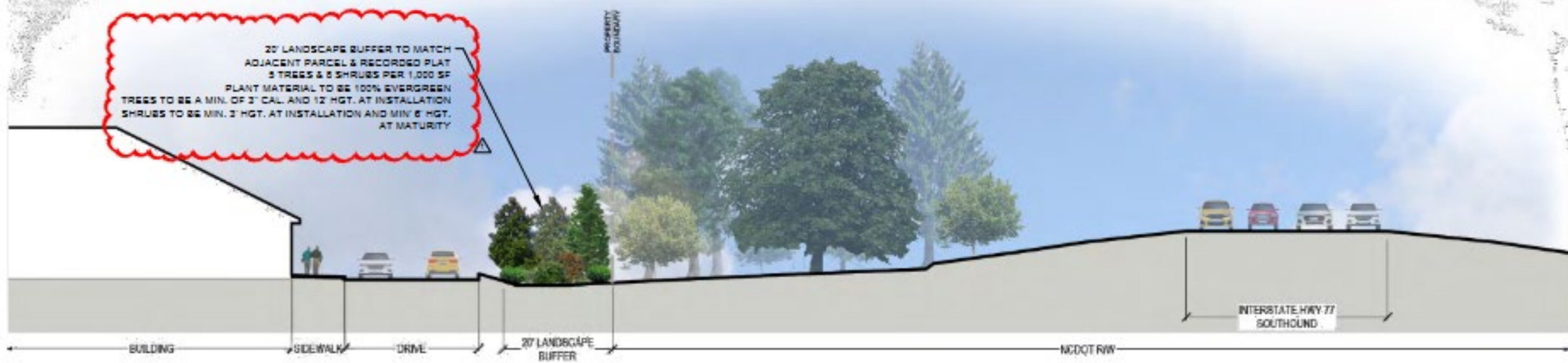








PROPOSED I-77 BUFFER - FULL MATURE HEIGHT



Benefits – Employment & Economic

- ❖ Facility will create **160 full-time, part-time and PRN jobs.**
- ❖ According to Huntersville Health and Rehab data the Town is operating at a 90-99% capacity for licensed nursing home beds.
- ❖ Additional capacity will be required because of the new hospital and Huntersville's continued growth.

The Huntersville 2040 Comprehensive Plan contemplates that institutional uses should be included in Employment Centers. The number of jobs offered by this skilled nursing facility is in keeping with the goals of the Employment Center.



Employment Center

Employment centers contain a mix of uses including office, industrial, and institutional. Modern employment campuses and cutting edge employers are now incorporating some retail and residential to create a live, work, and play environment. These areas offer workspace where innovation can grow while meeting employee lifestyle needs.



Public Meeting Schedule

Community Meeting – September 25

Public Hearing – November 5

Planning Board – November 19

Town Board Vote – December 17

Thank You!

Questions?





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: Jonathan Rodgers, MHA

Project Name: HILLCO - REESE BLVD

Project Address: Reese Blvd East Huntersville, NC

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

Nursing & Rehabilitation Center

72,000 sf proposed building with 110 Beds

Applicant

Printed Name Jonathan Rodgers, MHA Phone 919-779-5095

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

Signature Jon Rodgers

Title Director of Operations Support & Gov't Relations Email Jonathanr@PrincipleLTC.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 7/2/24

Daily Trips Anticipated 486

Peak Hour Trips Anticipated AM 40 PM 42

TIA Required (Yes/No) No

Date of Determination: 7/10/24

Comments: Determination based on a 72,000 square foot nursing home.



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 7/31/2024

Name of Project Hillco - Reese Blvd Phase # (if subdivision) _____

Project Address 13600 Reese Blvd East

Parcel Identification Number(s) (PIN) 01719110

Current Zoning District CB Proposed District (for rezoning only) CI (CD)

Property Size (acres) 13.983 Street Frontage (feet) 334

Current Land Use Vacant

Proposed Land Use(s) Skilled Nursing Facility

Is the project within Huntersville's corporate limits?
Yes ☒ 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.

Request to rezone the property to allow the proposed use to be developed. Also requesting some land development conditions due to existing site constraints, as outlined on the rezoning plan sheet RZ-4.00.

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 Hillco, LTD Phone (919) 779-5095
☐ 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 Jonathan F. Rodgers

Title Dir. Ops Support & Govt. Relations Email Jonathanr@PrincipleLTC.com

Address of Applicant 1435 Hwy 258 N, Kinston, NC 28054

7. Property Owner (if different than applicant)

*Printed Name Novant Health, Inc. Phone 336-277-8673 (Nick Eller; Real Estate)
☐ 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 Matt Stiene

Title 9BCFAC883516459... Senior Vice President Email mstiene@novanthealth.org

Address of Property Owner 2085 Frontis Plaza Blvd, Winston-Salem, NC 27103

* 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

Hillco, LTD	Jonathan Rodgers	(919) 779-5095	Jonathanr@PrincipleLTC.com
Development Firm	Name of Contact	Phone	Email
Stimmel Associates	Emily Buehrer	(704) 414-2992	ebuehrer@stimmelpa.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



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Nathan Farber, Senior Planner

Subject: Public Hearing on Petition #R24-06 Rosedale Infill

EXPLAIN REQUEST:

Conduct public hearing on Petition #R24-06 "Rosedale Infill", a request by Antiquity Woods LLC - Joe Roy to rezone approximately 0.186 acres of land located at 9923 Ansonborough Square from NR (TND-O) to NR (TND-O) CD to develop four townhome units.

ACTION RECOMMENDED:

Public Hearing

FINANCIAL IMPLICATIONS:

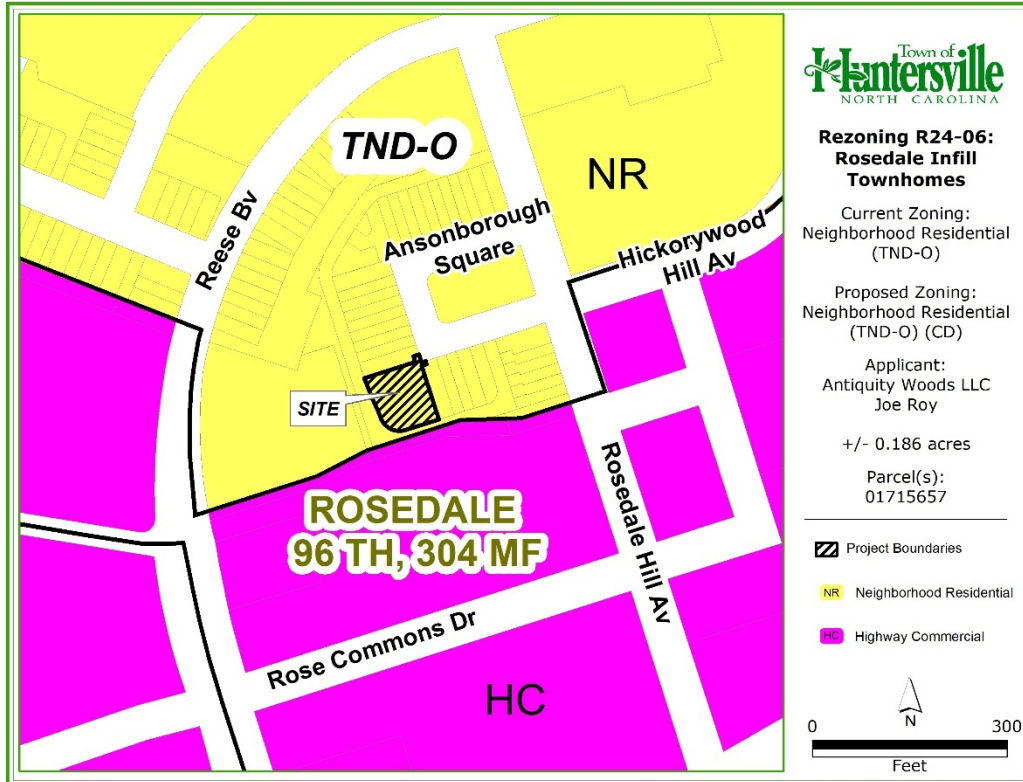
N/A

ATTACHMENTS:

1. Staff Report
2. A - Application
3. B - Rezoning Site Plan
4. C - Neighborhood Meeting Report
5. D - APO Notification
6. E - R98-12 Approved Site Plan
7. F - R01-13 Approved Site Plan
8. G - Engineering Staff Statement/Comments

Petition R24-06 Rosedale Infill

PART 1: PROJECT SUMMARY



Applicant: Antiquity Woods LLC – Joe Roy

Property Owner: Antiquity Woods LLC – Joe Roy

Property Address: 9923 Ansonborough Square

Project Size: (+/-) 0.186 acres

Parcel Numbers: 01715657

Current Zoning: NR (TND-O)

Current Land Use: Residential (Vacant Open Space)

Proposed Zoning: NR (TND-O)(CD)

Proposed Land Use: Single Family Attached

- Purpose: Rezone +/- 0.186 acres South west of Ansonborough Square from Neighborhood Residential and Traditional Neighborhood Development (NR (TND-O)) to Neighborhood Residential and Traditional Neighborhood Development Conditional District (NR(TND-O)(CD)) for four single family attached townhomes.
- Project Background: The Rosedale mixed-use development was approved as part of the R98-12 “Rosedale” rezoning in 1999 (See Attachment E). Two years later, Meeting Street Homes submitted R01-13 “Rosedale Townhomes” as an amendment to a 3.147-acre portion of Rosedale (See Attachment F). The Rosedale Townhomes development was approved to include 33 total units made up of 26 townhomes, 7 live-work units, and three open spaces. The three open spaces are made up of one large forecourt and two common open spaces.
- The applicant is proposing to modify the existing R01-13 site plan by replacing 0.186 acres of common open space with four single family attached townhomes. The Townhomes will front on urban open space and will utilize the existing private alley way for vehicular parking.
- Adjoining Zoning and Land Uses.
 - North: Neighborhood Residential and Traditional Neighborhood Development – Currently Single Attached Townhomes.
 - South: Highway Commercial – Currently Rosedale Shopping Center.
 - East: Neighborhood Residential and Traditional Neighborhood Development – Currently Single Attached Townhomes.
 - West: Neighborhood Residential and Traditional Neighborhood Development – Currently Daycare Center.

5. A neighborhood meeting was held on September 20, 2024, and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment C).
6. Notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Rosedale Hill Avenue.

PART 2: REZONING/SITE PLAN

The proposed Rosedale Infill Conditional District Rezoning Plan is summarized as follows:

- The applicant is proposing to modify the existing approved R01-13 rezoning plan (See Attachment E and F).
- The original R98-12 “Rosedale” rezoning required a single Urban Open Space, as required by the Traditional Neighborhood Overlay (TND-O), to be provided for the Rosedale Townhomes development. The existing forecourt open space fulfills the open space requirements for the subdivision and will continue to fulfill the requirements as it will not be removed. The applicant is proposing to remove the existing common open space and replace it with four Single-Family Attached homes (Townhomes). The removal of the existing common open space is not detrimental to the R98-12 or R01-13 rezoning plan, as the ordinance at that time only required urban open space in TND areas. The forecourt in Ansonborough Square by itself satisfies the open space requirement for this section of Rosedale.
- R01-13 was approved for a total of 33 units. The applicant is proposing to add four additional townhomes, which would increase the total units to 37. Each home will be located on its own parcel.
- R01-13 has a max Attached House height of 30’. The applicant has proposed that the max height of the four homes will remain compliant at 30’. This is measured from the highest finished grade to the eaves.
- The Townhomes will front on an urban open space Plaza as allowed by Article 8.1.4 of the zoning ordinance as the current parcel does not front on a public road. The urban open space Plaza will include a seating area using pea gravel and benches that will be surrounded by landscaping, a circuitous walking path to each home, and a sculpture in the center. This area will be located in between the new and existing Townhomes.
- A pedestrian connection between the front of the homes and Ansonborough Square will be provided via a sidewalk.
- An encroachment agreement will be required with the Town of Huntersville as the proposed sidewalk will run through a 15’ Public Drainage Easement and Public ROW.
- Vehicular access will be provided via the existing private alleyway in the rear.
- Minimum parking requirements for Residential dwelling units with more than one bedroom is 1.5 spaces. The overall development will require a total of 6 spaces. The developer is providing 7 spaces made up of a mix of parking options that are specific to each townhome which include a driveway, two separate parking areas, and one unit will have a garage.
- Tree preservation was not a requirement as part of the original R98-12 and R01-13 rezonings.
- The applicant has requested for new utilities to be routed through an existing public drainage easement. The applicant has requested this as a modification. Staff has recommended that this modification be removed from the modification list as it is not an ordinance requirement. Staff is working with the applicant to resolve this request (See Attachment G).
- Please see Attachment G for Stormwater and Impervious information.
- The applicant has submitted preliminary construction documents to be reviewed simultaneously as the rezoning.
- Planning, Transportation, and Storm Water Engineering staff have outstanding site plan comments that need to be addressed before final plan approval.
- One (1) Ordinance Modification is proposed:
 1. Article 4.11: Lot Type/Attached House – Building Placement/Parking/Vehicle Access – Requires buildings to be placed on the lot within zones represented by the hatched area. Building facades are to be generally parallel to front property lines. All buildings shall front onto a public street.
APPLICANT PROPOSAL – The applicant is requesting to place the homes on the existing property while not fronting a public street or generally parallel to the front property line.
STAFF COMMENT –Staff SUPPORTS this modification request as it is consistent with the Zoning Ordinance. The proposed homes will be oriented towards Ansonborough similar to existing units, in so doing, the catty-

corner orientation creates the urban open space that connects the units to the public street (Ansonborough). This proposed design meets the spirit of the ordinance.

PART 3: TRANSPORTATION ISSUES

Please see Attachment G for all Engineering comments.

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan



STAFF COMMENT – The 2040 Huntersville Community Plan DOES SUPPORT this project through the following sections:

- **LU 2.1:** Higher intensity residential uses will be focused generally within two miles of the I-77/ NC-115 corridor and future activity centers in the eastern and western areas of Huntersville’s zoning jurisdiction. **STAFF COMMENT:** The proposed intensification is located within two miles of I-77/ NC-115 corridor.
- **LU 5.1:** Allow more intense development only where transportation infrastructure and utilities already exist. **STAFF COMMENT:** LU 5.1 does support the rezoning as the proposed residential increase in density is being placed in a location using already existing road infrastructure and utilities.
- **LU 7.1:** Require all new development to adhere to the following design principles:

- In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - All buildings shall front a public street or open space.

STAFF COMMENT: LU 7.1 supports the rezoning as the project will be using urban open spaces as it's frontage as it is not possible to front on the existing public street. This urban open space will provide a gathering place for the new and existing residents.

- **LU 9.1:** In higher intensity areas including Mixed Use Centers, Activity Centers, the Town Core, and Moderate Density areas neighborhoods should adhere to the following design principles:
 - All homes must front a public street or open space.
 - Front porches and recessed garages are encouraged.
 - On-street parking is required in new developments that have lot widths below 60'. Alley-loading is also encouraged in these cases.

STAFF COMMENT: LU 9.1 supports the rezoning as the proposed project is located within a Mixed-Use Center and will utilize the recommended design principles. The Townhomes will front on urban open space and will be alley-loaded. Existing on-street parking is located on Ansonborough Square.

- **LU 11.2:** Along existing streets, encourage new buildings to respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

STAFF COMMENT: LU 11.2 supports the proposed rezoning as the new buildings will maintain similar spacing, massing and scale as the existing surrounding Townhomes. The street frontage relationships will be different from the existing Townhomes but will provide urban open space that benefits both the new and existing homes.

The 2040 Huntersville Community Plan DOES NOT SUPPORT this project through the following sections:

- **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.
 - Offer flexibility using performance standards, guided by the design principles.
 - Specify intended outcomes and how site or building-specific design solutions can better achieve desired outcomes.
 - Evaluate incentives periodically to determine their value given shifting market and neighborhood conditions.
 - Incentives that could include:
 - Modification of height limit.
 - Increase in percent of allowable attached residential.
 - Reduced parking requirements.
 - Reduced buffer yard requirements.

STAFF COMMENT: The rezoning did not originally contemplate housing units in this specific area, as open space was established. The applicant is asking for a modification to amend the original rezoning to allow the increase in units at the proposed site. To allow this increase staff recommends a higher design standard over and above the minimum standards of the ordinance per Policy 8.2 of the Huntersville 2040 Plan. While the rezoning site plan shows an urban open space that could meet this higher level of design, staff would recommend the applicant commit to the proposed improvements and design through the inclusion of a conditional statement at a minimum

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 property is surrounded by residential properties such that the higher intensity proposed use would be consistent with existing development in the immediate vicinity of the subject property. The proposed townhomes will stylistically differ from the existing townhomes as they will use a white Hardie board versus the existing brick. While the style will differ, Staff finds that the proposed structures will be consistent with the existing townhomes as they will maintain a similar massing and scale. The proposed rezoning for the Rosedale Infill project is consistent with envisioned uses and development patterns set forth in the 2040 Community Plan.

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, stormwater drainage systems, water supplies, and wastewater and refuse disposal.

STAFF COMMENT:

- A Transportation Impact Analysis was not required – see Attachment G.
- The property will be served by public drainage, water, and wastewater.
- The property will be served by Charlotte Water.

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, or cultural resources. Currently, the site is not encumbered by any historic easements or deed restrictions.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R24-06, Rosedale Infill, Staff supports the rezoning and the additional four units with the following condition:

- That the applicant provide a conditional note stating their commitment to formalizing the urban open space.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for November 4, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board is scheduled for November 20, 2024.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for December 17, 2024.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- A – Rezoning Application
- B – R24-06 Rezoning Plan
- C – Neighborhood Meeting Report (September 20, 2024)
- D – APO Notification
- E - R98-12 Approved Site Plan

F – R01-13 Approved Site Plan
G – Engineering Staff Statement/Comments

PART 10: CONSISTENCY STATEMENT – R24-06 Rosedale Infill

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning application R24-06, Rosedale Infill, the Planning Department recommends approval based on the Plan being consistent with the Huntersville 2040 Community Plan, specifically, Policies LU 2.1, LU 5.1, LU 7.1, LU 9.1 and LU 11.2. It is reasonable and in the public interest to approve the Rezoning Plan because it is consistent with existing development patterns in the vicinity and because the requested modification #1 is keeping with the spirit of the ordinance.	APPROVAL: In considering the proposed rezoning application R24-06, Rosedale Infill, the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	APPROVAL: In considering the proposed rezoning application R24-06, Rosedale Infill, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
DENIAL: NA	DENIAL: In considering the proposed rezoning application R24-06, Rosedale Infill, the Planning Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	DENIAL: In considering the proposed rezoning application R24-06, Rosedale Infill, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

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

1. Application Type

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

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

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

2. Project Data

Date of Application July 31, 2024

Name of Project Rosedale Infill Phase # (if subdivision) _____

Project Address 9923 Ansonborough Square (per Address Verification)

Parcel Identification Number(s) (PIN) 01715657

Current Zoning District NR (TND-O) Proposed District (for rezoning only) NR (TND-O) CD

Property Size (acres) 0.186 AC Street Frontage (feet) 0' (PUBLIC), 166' (PRIVATE)

Current Land Use UNDEVELOPED, COMMON OPEN SPACE

Proposed Land Use(s) SINGLE FAMILY ATTACHED (TOWNHOMES)

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 applicant is seeking to rezone the property in order to provide 4 new townhomes within a previously approved CD zoned project that contains a master stormwater pond and originally designated the parcel as common open space. The project will include a new small urban plaza space between the proposed townhomes and the existing townhomes on adjacent parcels.

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 Antiquity Woods LLC - Joe Roy Phone 704-714-3077
☐ 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 _____

Title Manager Email royjt@meetingstreet.net

Address of Applicant 19925 Jane Crump Ln Cornelius, NC 28031

7. Property Owner (if different than applicant)

*Printed Name Antiquity Woods LLC - Joe Roy Phone 704-714-3077
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____

Title Manager Email royjt@meetingstreet.net

Address of Property Owner 19925 Jane Crump Ln Cornelius, NC 28031

* 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

Meeting Street Homes & Communities	Joe Roy	704-714-3077	royjt@meetingstreet.net
Development Firm	Name of Contact	Phone	Email
W&A Engineering	Kristen James	704-875-1615	kjames@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	SLOPE ANALYSIS
Z02B	DEMO + TREE SAVE PLAN
Z03	REZONING PLAN
Z04	PRELIM GRADING PLAN
Z04A	DRAINAGE EXHIBIT
Z04B	DRAINAGE EXHIBIT CONT.
Z05	LANDSCAPE AND UTILITY PLAN
Z06	SITE PLAN + OPEN SPACE RENDER
Z07	ELEVATIONS

CONDITIONAL REZONING PLANS

FOR

ROSEDALE INFILL

LOT 35, ANSONBOROUGH SQUARE

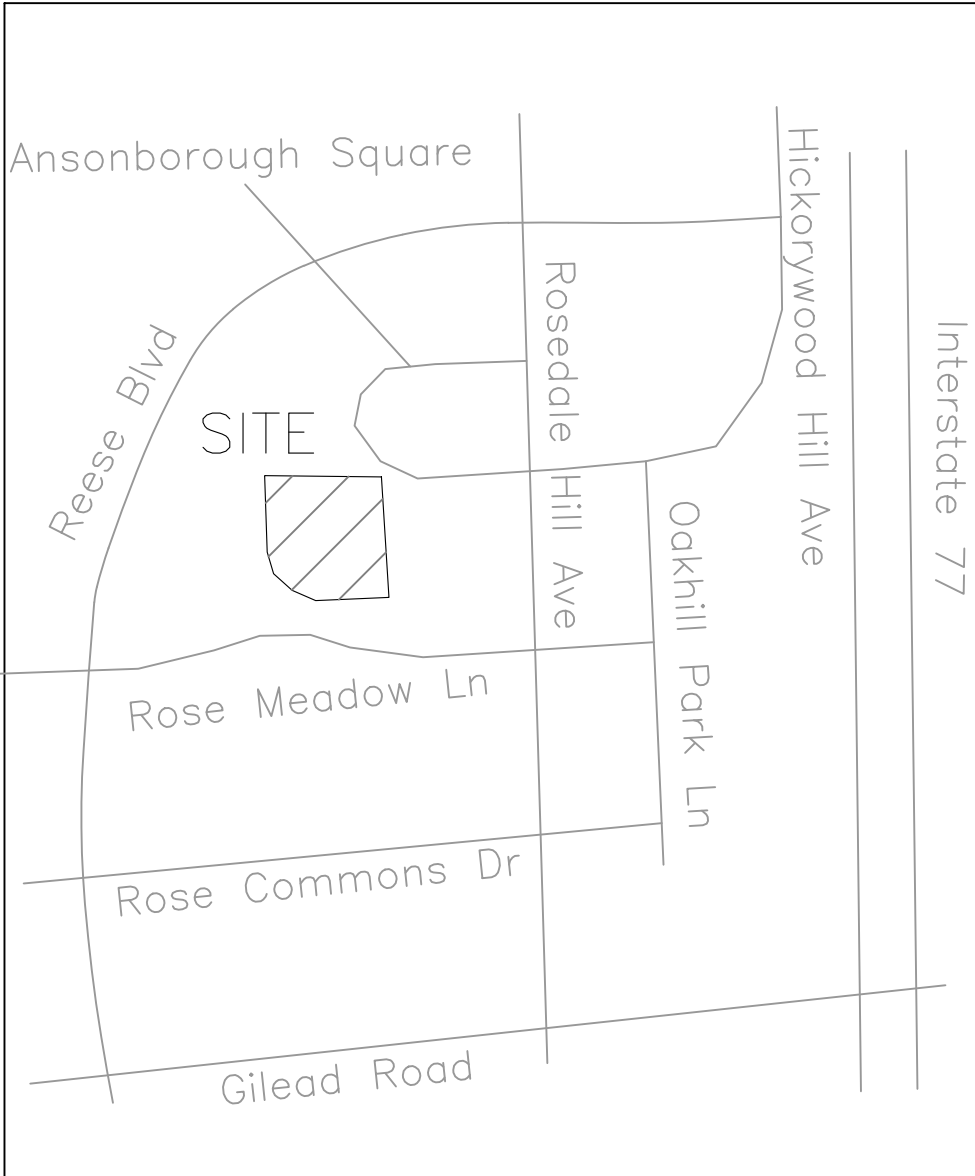
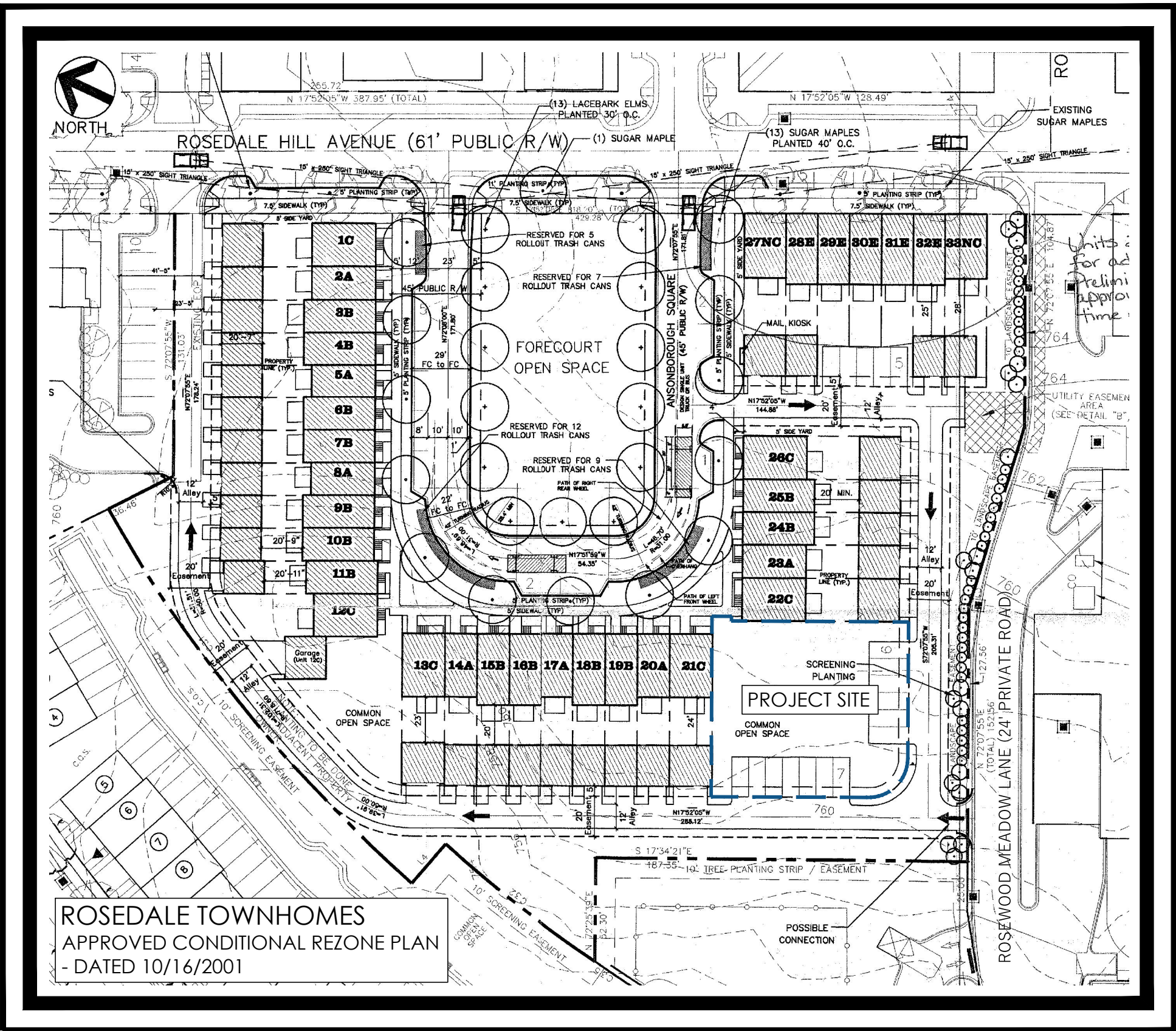
HUNTERSVILLE, MECKLENBURG COUNTY, NC

0.19-ACRE SITE

ISSUED XX/XX/XX

HFI PROJECT # 223057

MUNICIPAL PROJECT #: R24-06



VICINITY MAP
NTS



W&A
ENGINEERING

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

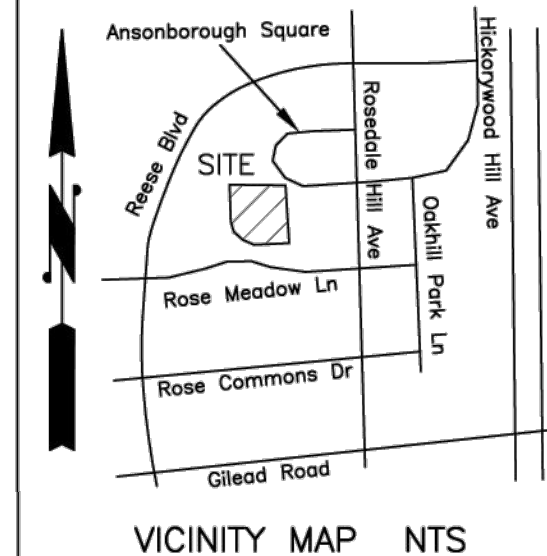
121 Gilead Rd, Huntersville, NC 28078
P: (704) 875-1615
WAENGINEERING.COM
Building Better Communities, One Project at a Time.

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





North Ref. NC GRID NAD83/2011



CALL TABLE

Course	Bearing	Distance
L1	N 17°47'52" W	9.00'
L2	N 72°12'08" E	9.00'
L3	S 17°47'52" E	12.80'
L4	N 72°12'08" E	5.26'
L5	S 17°47'52" E	5.00'
L6	S 72°12'08" W	8.00'

CURVE TABLE

Curve	Radius	Chord	Chord Bear.
C1	31.00'	42.70'	N 64°17'16" W
C2	310.00'	26.58'	N 23°14'31" W
C3	290.00'	39.96'	N 21°44'55" W

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 W&A ENGINEERING 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:
ALLEN GEOMATICS, P.C.
PO BOX 89
ADVANCE, NC 27006
PH: 336-998-0218

NOTES:

- PIN: 01715657
- DB 38 PG 790
- MB 37 PG 741, MB 38 PG 479
- Zoned NR (TNB-O)
- Total Area: 0.186 Acres
- Elevations are NAVD88
- Location of PSDE and PDE are based on centerline of existing Storm Sewer Structures and scaled in from MB 37 PG 741.

LEGEND

PT CALCULATED POINT (NOT SET)
EIR EXISTING IRON REBAR
IRS #4 REBAR SET
EP EDGE OF PAVEMENT
BC BACK OF CURB
LP LIGHT POLE
EM ELECTRIC METER
TF TRANSFORMER
GM GAS METER
R/W RIGHT-OF-WAY
PIN PARCEL IDENTIFICATION NUMBER
DB DEED BOOK
MB MAP BOOK
PG PAGE
NAD NORTH AMERICAN DATUM
NAVD NORTH AMERICAN VERTICAL DATUM
NTS NOT TO SCALE
FFE FINISH FLOOR ELEVATION
TP TELEPHONE PEDISTAL
WM WATER METER
DI DROP INLET
YI YARD INLET
CI CURB INLET
INV INVERT
STMH STORM SEWER MANHOLE
CO CLEANOUT
SSMH SANITARY SEWER MANHOLE
RCP REINFORCED CONCRETE PIPE
PVC POLYVINYL CHLORIDE PIPE
PSDE PUBLIC STORM DRAINAGE EASEMENT
PDE PRIVATE DRAINAGE EASEMENT
MB MAIL BOX KIOSK

SYMBOL LEGEND

MAIL BOX KIOSK
ELECTRIC METER
LIGHT POLE
SPOT GRADE LOCATION SIGN
TELEPHONE PEDISTAL
GAS METER
PET WASTE
WATER METER
CLEANOUT
FFE LOCATION
SURVEY CONTROL
GRID MONUMENT
BUSH
TREE
STORM SEWER MANHOLE
CURB INLET
DROP/YARD INLET
SANITARY SEWER MANHOLE

LINETYPE LEGEND

CONCRETE
LANDSCAPED AREA
PSDE/PDE AREA
EXISTING BUILDINGS
EXISTING BRICK PORCH AND STEPS

LINETYPE LEGEND

PROPERTY LINE
EASEMENT
PUBLIC R/W
LINES NOT SURVEYED (ADJOINERS)
FENCE
TIE LINE
SETBACK LINE
STORM SEWER LINE
SANITARY SEWER LINE

PIN: 01715657
0.186 Acres

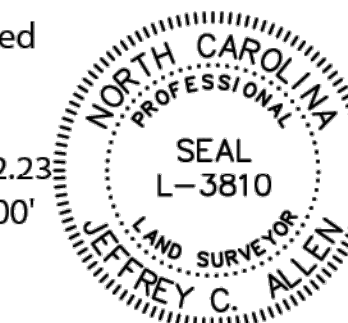
I certify that this map was drawn under my direct and responsible charge from an actual ground survey made under my supervision; that this ground survey was performed at the 95 percent confidence level to meet Federal Geographic Data Committee Standards; that the original data was obtained 02/08/24 to 02/15/24; that all elevations are based on NAVD88; that the boundary survey references the deed description recorded in Deed Book 33693 Page 790, Map Book 37 Page 741, and Map Book 38 Page 479; that the ratio of precision does not exceed 1:10,000; that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (Title 21 NCAC 56.1600); and that the Global Positioning System (GPS) survey and the following information was used to perform the "Class A" GPS survey: RTK Network procedure on 02/08/24; NAD83 Datum / Epoch 2011 / GEOID18; Checked Published NCGS Monument "LEAD"; Positional accuracy < 0.10'; US Survey Feet Combined Grid Factor 0.99984421.

Witness my original signature, license number and seal this 23rd day of February, 2024.

PROFESSIONAL LAND SURVEYOR L-3810

Jeffrey C. Allen

Digitally signed by Jeffrey C. Allen
Date: 2024.02.23 16:22:06 -05'00'



Boundary & Topographic Survey Lot 35 Rosedale

Ansonborough Square
Huntersville - Mecklenburg County
NORTH CAROLINA

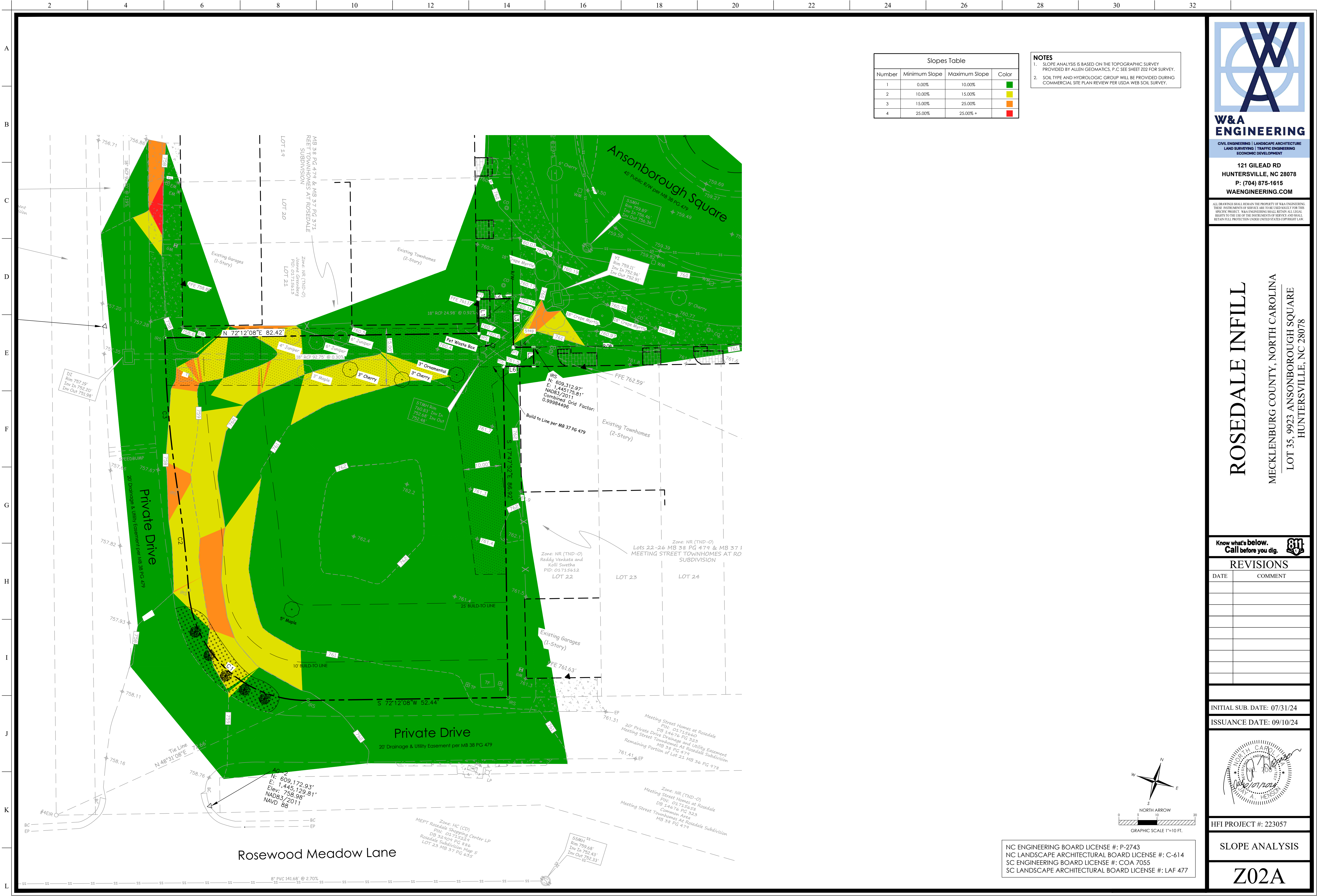
10' 5' 0 10' 20' 30'

SCALE 1"=10' DATE 02/23/24 JOB # 1927 DRAWN BRS

Allen geomatICS
LAND SURVEYING

OWNER:
Antiquity Woods LLC
19925 Jane Crump Lane
Cornelius, NC 28031

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



Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	Green
2	10.00%	15.00%	Yellow
3	15.00%	25.00%	Orange
4	25.00%	25.00% +	Red

NOTES
1. SLOPE ANALYSIS IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY ALLEN GEOMATICS, P.C. SEE SHEET 202 FOR SURVEY.
2. SOIL TYPE AND HYDROLOGIC GROUP WILL BE PROVIDED DURING COMMERCIAL SITE PLAN REVIEW PER USDA WEB SOIL SURVEY.



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ROSEDALE INFILL

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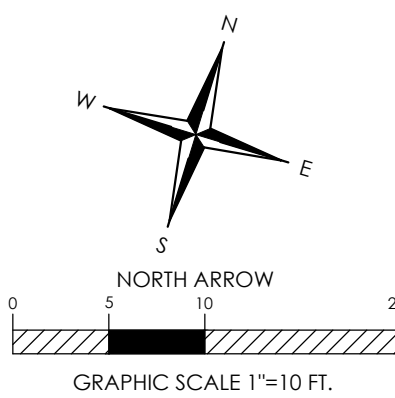


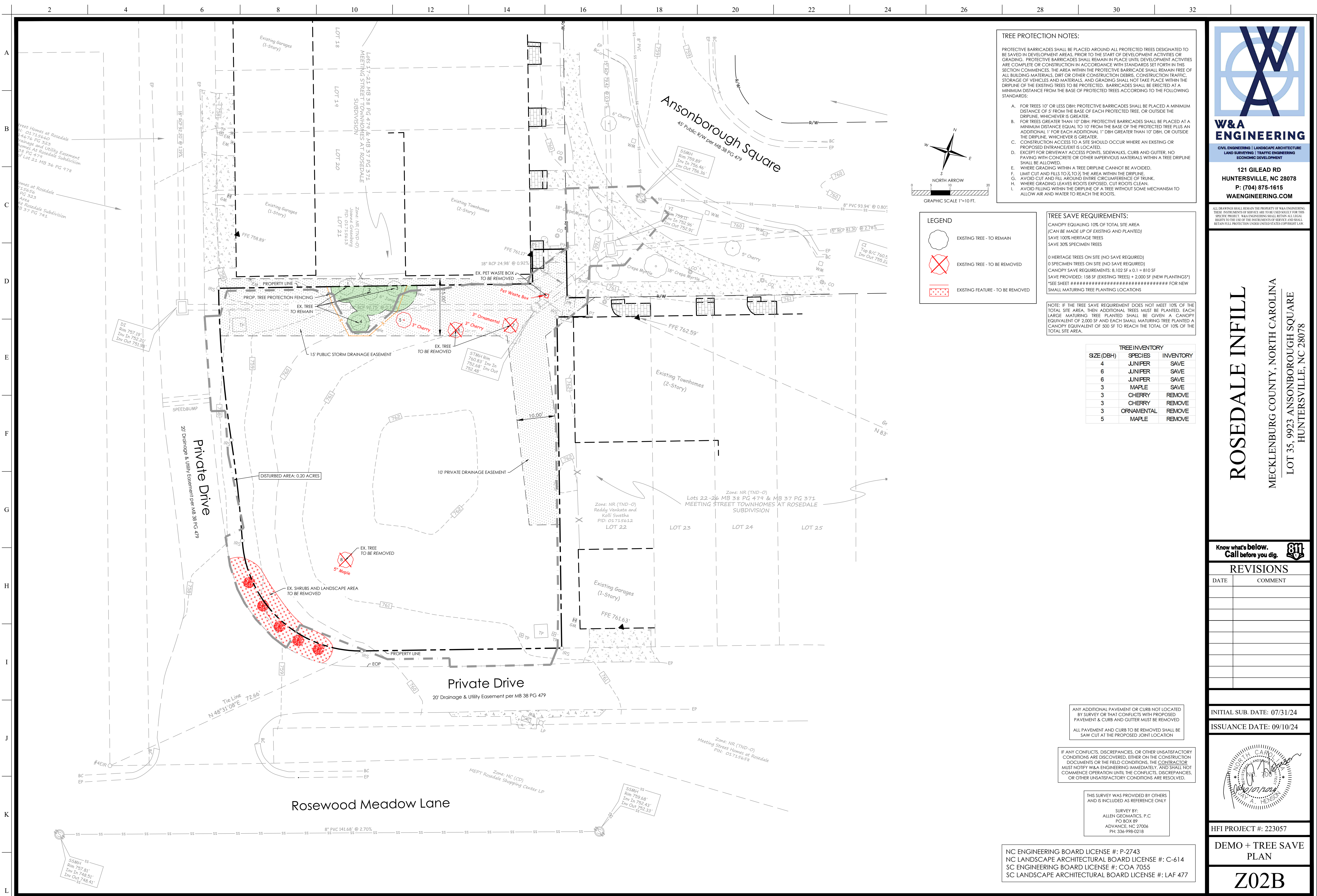
HFI PROJECT #: 223057

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 ERCTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES ACCORDING TO THE FOLLOWING STANDARDS:

- A. 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.
- B. 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.
- C. CONSTRUCTION ACCESS TO A SITE SHOULD OCCUR WHERE AN EXISTING OR PROPOSED ENTRANCE/EXIT IS LOCATED.
- D. EXCEPT FOR DRIVEWAY ACCESS POINTS, SIDEWALKS, CURB AND GUTTER, NO PAVING WITH CONCRETE OR OTHER IMPERVIOUS MATERIALS WITHIN A TREE DRIPLINE SHALL BE ALLOWED.
- E. WHERE GRADING WITHIN A TREE DRIPLINE CANNOT BE AVOIDED,
- F. LIMIT CUT AND FILLS TO 1/2 THE AREA WITHIN THE DRIPLINE.
- G. AVOID CUT AND FILL AROUND ENTIRE CIRCUMFERENCE OF TRUNK.
- H. WHERE GRADING LEAVES ROOTS EXPOSED, CUT ROOTS CLEAN.
- I. AVOID FILLING WITHIN THE DRIPLINE OF A TREE WITHOUT SOME MECHANISM TO ALLOW AIR AND WATER TO REACH THE ROOTS.

LEGEND

- EXISTING TREE - TO REMAIN
- EXISTING TREE - TO BE REMOVED
- EXISTING FEATURE - TO BE REMOVED

TREE SAVE REQUIREMENTS:

CANOPY EQUALING 10% OF TOTAL SITE AREA
(CAN BE MADE UP OF EXISTING AND PLANTED)
SAVE 100% HERITAGE TREES
SAVE 30% SPECIMEN TREES

0 HERITAGE TREES ON SITE (NO SAVE REQUIRED)
0 SPECIMEN TREES ON SITE (NO SAVE REQUIRED)
CANOPY SAVE REQUIREMENTS: 8,102 SF x 0.1 = 810 SF
SAVE PROVIDED: 158 SF (EXISTING TREES) + 2,000 SF (NEW PLANTINGS*)
*SEE SHEET ##### FOR NEW SMALL MATURING TREE PLANTING LOCATIONS

NOTE: IF THE TREE SAVE REQUIREMENT DOES NOT MEET 10% OF THE TOTAL SITE AREA, THEN ADDITIONAL TREES MUST BE PLANTED. EACH LARGE MATURING TREE PLANTED SHALL BE GIVEN A CANOPY EQUIVALENT OF 2,000 SF AND EACH SMALL MATURING TREE PLANTED A CANOPY EQUIVALENT OF 500 SF TO REACH THE TOTAL OF 10% OF THE TOTAL SITE AREA.

TREE INVENTORY		
SIZE (DBH)	SPECIES	INVENTORY
4	JUNIPER	SAVE
6	JUNIPER	SAVE
6	JUNIPER	SAVE
3	MAPLE	SAVE
3	CHERRY	REMOVE
3	CHERRY	REMOVE
3	ORNAMENTAL	REMOVE
5	MAPLE	REMOVE

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 W&A ENGINEERING 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:
ALLEN GEOMATICS, P.C.
PO BOX 89
ADVANCE, NC 27006
PH: 336-998-0218

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NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
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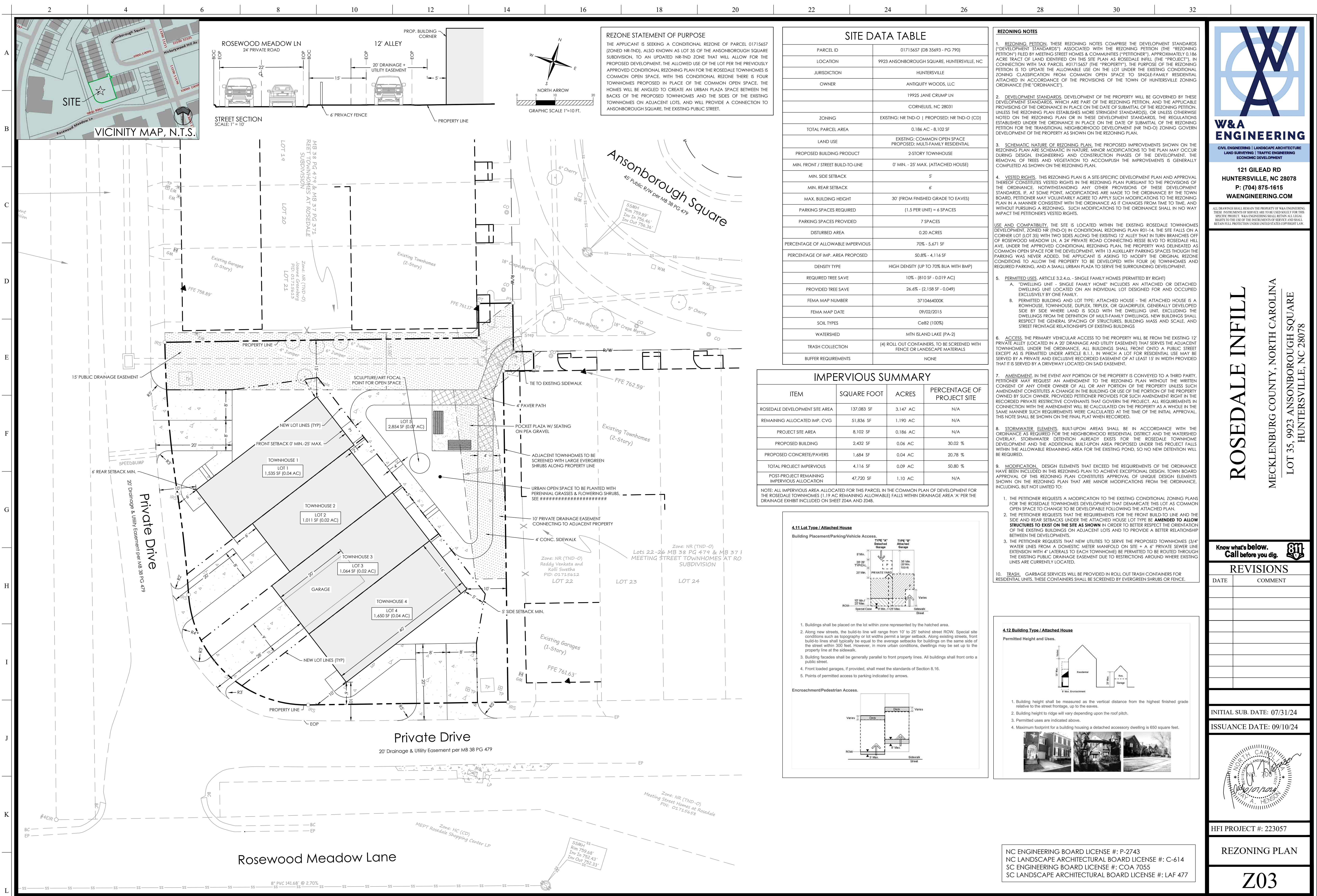
ISSUANCE DATE: 09/10/24



HFI PROJECT #: 223057

DEMO + TREE SAVE
PLAN

Z02B



REZONE STATEMENT OF PURPOSE

THE APPLICANT IS SEEKING A CONDITIONAL REZONE OF PARCEL 01715657 (ZONED NR-TND), ALSO KNOWN AS LOT 35 OF THE ANSONBOROUGH SQUARE SUBDIVISION, TO AN UPDATED NR-TND ZONE THAT WILL ALLOW FOR THE PROPOSED DEVELOPMENT, THE ALLOWED USE OF THE LOT PER THE PREVIOUSLY APPROVED CONDITIONAL REZONING PLAN FOR THE ROSEDALE TOWNHOMES IS COMMON OPEN SPACE. WITH THIS CONDITIONAL REZONE THERE IS FOUR TOWNHOMES PROPOSED IN PLACE OF THE COMMON OPEN SPACE. THE HOMES WILL BE ANGLED TO CREATE AN URBAN PLAZA SPACE BETWEEN THE BACKS OF THE PROPOSED TOWNHOMES AND THE SIDES OF THE EXISTING TOWNHOMES ON ADJACENT LOTS, AND WILL PROVIDE A CONNECTION TO ANSONBOROUGH SQUARE, THE EXISTING PUBLIC STREET.

SITE DATA TABLE	
PARCEL ID	01715657 [DB 35493 - PG 790]
LOCATION	9923 ANSONBOROUGH SQUARE, HUNTERSVILLE, NC
JURISDICTION	HUNTERSVILLE
OWNER	ANTIQUITY WOODS, LLC
ZONING	EXISTING: NR TND-O PROPOSED: NR TND-O (CD)
TOTAL PARCEL AREA	0.186 AC - 8,102 SF
LAND USE	EXISTING: COMMON OPEN SPACE PROPOSED: MULTI-FAMILY RESIDENTIAL
PROPOSED BUILDING PRODUCT	2-STORY TOWNHOUSE
MIN. FRONT / STREET BUILD-TO-LINE	0' MIN. - 25' MAX. (ATTACHED HOUSE)
MIN. SIDE SETBACK	5'
MIN. REAR SETBACK	6'
MAX. BUILDING HEIGHT	30' (FROM FINISHED GRADE TO EAVES)
PARKING SPACES REQUIRED	(1.5 PER UNIT) = 6 SPACES
PARKING SPACES PROVIDED	7 SPACES
DISTURBED AREA	0.20 ACRES
PERCENTAGE OF ALLOWABLE IMPERVIOUS	70% - 5,671 SF
PERCENTAGE OF IMP. AREA PROPOSED	50.8% - 4,116 SF
DENSITY TYPE	HIGH DENSITY (UP TO 70% BUA WITH BMP)
REQUIRED TREE SAVE	10% - (810 SF - 0.019 AC)
PROVIDED TREE SAVE	26.6% - (2,158 SF - 0.049)
FEMA MAP NUMBER	3710464000K
FEMA MAP DATE	09/02/2015
SOIL TYPES	Ce82 (100%)
WATERSHED	MTN ISLAND LAKE (PA-2)
TRASH COLLECTION	(4) ROLL OUT CONTAINERS, TO BE SCREENED WITH FENCE OR LANDSCAPE MATERIALS
BUFFER REQUIREMENTS	NONE

IMPERVIOUS SUMMARY			
ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF PROJECT SITE
ROSEDALE DEVELOPMENT SITE AREA	137,083 SF	3.147 AC	N/A
REMAINING ALLOCATED IMP. CVG	51,836 SF	1.190 AC	N/A
PROJECT SITE AREA	8,102 SF	0.186 AC	N/A
PROPOSED BUILDING	2,432 SF	0.06 AC	30.02 %
PROPOSED CONCRETE/PAVERS	1,684 SF	0.04 AC	20.78 %
TOTAL PROJECT IMPERVIOUS	4,116 SF	0.09 AC	50.80 %
POST-PROJECT REMAINING IMPERVIOUS ALLOCATION	47,720 SF	1.10 AC	N/A

NOTE: ALL IMPERVIOUS AREA ALLOCATED FOR THIS PARCEL IN THE COMMON PLAN OF DEVELOPMENT FOR THE ROSEDALE TOWNHOMES (1.19 AC REMAINING ALLOWABLE) FALLS WITHIN DRAINAGE AREA 'A' PER THE DRAINAGE EXHIBIT INCLUDED ON SHEET Z04A AND Z04B.

4.11 Lot Type / Attached House

Building Placement/Parking/Vehicle Access.

4.12 Building Type / Attached House

Permitted Height and Uses.

1. Buildings shall be placed on the lot within zone represented by the hatched area.
2. Along new streets, the build-to-line will range from 10' to 25' behind street ROW. Special site conditions such as topography or lot widths permit a larger setback. Along existing streets, front build-to-lines shall typically be equal to the average setbacks for buildings on the same side of the street within 300 feet. However, in more urban conditions, dwellings may be set up to the property line at the sidewalk.
3. Building facades shall be generally parallel to front property lines. All buildings shall front onto a public street.
4. Front loaded garages, if provided, shall meet the standards of Section 8.16.
5. Points of permitted access to parking indicated by arrows.

Encroachment/Pedestrian Access.

- REZONING NOTES**
1. REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS ("DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY MEETING STREET HOMES & COMMUNITIES ("PETITIONER"), APPROXIMATELY 0.186 ACRE TRACT OF LAND IDENTIFIED ON THIS SITE PLAN AS ROSEDALE INFILL (THE "PROJECT"). IN CONNECTION WITH TAX PARCEL #01715657 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO UPDATE THE ALLOWABLE USE ON THE LOT UNDER THE EXISTING CONDITIONAL ZONING CLASSIFICATION FROM COMMON OPEN SPACE TO SINGLE-FAMILY RESIDENTIAL ATTACHED IN ACCORDANCE OF THE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE").
 2. DEVELOPMENT STANDARDS. DEVELOPMENT OF THE PROPERTY WILL BE GOVERNED BY THESE DEVELOPMENT STANDARDS, WHICH ARE PART OF THE REZONING PETITION, AND THE APPLICABLE PROVISIONS OF THE ORDINANCE IN PLACE ON THE DATE OF SUBMITAL OF THE REZONING PETITION. UNLESS THE REZONING PLAN ESTABLISHES MORE STRINGENT STANDARDS, OR UNLESS OTHERWISE NOTED ON THE REZONING PLAN OR IN THESE DEVELOPMENT STANDARDS, THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE DATE OF SUBMITAL OF THE REZONING PETITION FOR THE TRANSITIONAL NEIGHBORHOOD DEVELOPMENT (NR TND-O) ZONING GOVERN DEVELOPMENT OF THE PROPERTY AS SHOWN ON THE REZONING PLAN.
 3. SCHEMATIC NATURE OF REZONING PLAN. THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. MINOR MODIFICATIONS TO THE PLAN MAY OCCUR DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT, THE REMOVAL OF TREES AND VEGETATION TO ACCOMPLISH THE IMPROVEMENTS IS GENERALLY COMPLETED AS SHOWN ON THE REZONING PLAN.
 4. VESTED RIGHTS. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS.
 5. PERMITTED USES. ARTICLE 3.2.4.a. - SINGLE FAMILY HOMES (PERMITTED BY RIGHT)
 - A. "DWELLING UNIT - SINGLE FAMILY HOME" INCLUDES AN ATTACHED OR DETACHED DWELLING UNIT LOCATED ON AN INDIVIDUAL LOT DESIGNED FOR AND OCCUPIED EXCLUSIVELY BY ONE FAMILY.
 - B. PERMITTED BUILDING AND LOT TYPE: ATTACHED HOUSE - THE ATTACHED HOUSE IS A ROWHOUSE, TOWNHOUSE, DUPLEX, TRIPLEX, OR QUADRIplex, GENERALLY DEVELOPED SIDE BY SIDE WHERE LAND IS SOLD WITH THE DWELLING UNIT, EXCLUDING THE DWELLINGS FROM THE DEFINITION OF MULTI-FAMILY DWELLINGS. NEW BUILDINGS SHALL RESPECT THE GENERAL SPACING OF STRUCTURES, BUILDING MASS AND SCALE, AND STREET FRONTAGE RELATIONSHIPS OF EXISTING BUILDINGS
 6. ACCESS. THE PRIMARY VEHICULAR ACCESS TO THE PROPERTY WILL BE FROM THE EXISTING 12' PRIVATE ALLEY LOCATED IN A 20' DRAINAGE AND UTILITY EASEMENT THAT SERVES THE ADJACENT TOWNHOMES. UNDER THE ORDINANCE, ALL BUILDINGS SHALL FRONT ONTO A PUBLIC STREET EXCEPT AS IS PERMITTED UNDER ARTICLE 8.1.1, IN WHICH A LOT FOR RESIDENTIAL USE MAY BE SERVED BY A PRIVATE AND EXCLUSIVE RECORDED EASEMENT OF AT LEAST 15' IN WIDTH PROVIDED THAT IT IS SERVED BY A DRIVEWAY LOCATED ON SAID EASEMENT.
 7. AMENDMENT. IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN WITHOUT THE WRITTEN CONSENT OF ANY OTHER OWNER OF ALL OR ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT CONSTITUTES A CHANGE IN THE BUILDING OR USE OF THE PORTION OF THE PROPERTY OWNED BY SUCH OWNER. PROVIDED PETITIONER PROVIDES FOR SUCH AMENDMENT RIGHT IN THE RECORDED PRIVATE RESTRICTIVE COVENANTS THAT GOVERN THE PROJECT. ALL REQUIREMENTS IN CONNECTION WITH THE AMENDMENT WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL. THIS NOTE SHALL BE SHOWN ON THE FINAL PLAN WHEN RECORDED.
 8. STORMWATER ELEMENTS. BUILT-UPON AREAS SHALL BE IN ACCORDANCE WITH THE ORDINANCE AS REQUIRED FOR THE NEIGHBORHOOD RESIDENTIAL DISTRICT AND THE WATERSHED OVERLAY. STORMWATER DETENTION ALREADY EXISTS FOR THE ROSEDALE TOWNHOME DEVELOPMENT AND THE ADDITIONAL BUILT-UPON AREA PROPOSED UNDER THIS PROJECT FALLS WITHIN THE ALLOWABLE REMAINING AREA FOR THE EXISTING POND, SO NO NEW DETENTION WILL BE REQUIRED.
 9. MODIFICATION. DESIGN ELEMENTS THAT EXCEED THE REQUIREMENTS OF THE ORDINANCE HAVE BEEN INCLUDED IN THIS REZONING PLAN TO ACHIEVE EXCEPTIONAL DESIGN. TOWN BOARD APPROVAL OF THIS REZONING PLAN CONSTITUTES APPROVAL OF UNIQUE DESIGN ELEMENTS SHOWN ON THE REZONING PLAN THAT ARE MINOR MODIFICATIONS FROM THE ORDINANCE, INCLUDING, BUT NOT LIMITED TO:
 1. THE PETITIONER REQUESTS A MODIFICATION TO THE EXISTING CONDITIONAL ZONING PLANS FOR THE ROSEDALE TOWNHOMES DEVELOPMENT THAT DEMARCATES THIS LOT AS COMMON OPEN SPACE TO CHANGE TO BE DEVELOPABLE FOLLOWING THE ATTACHED PLAN.
 2. THE PETITIONER REQUESTS THAT THE REQUIREMENTS FOR THE FRONT BUILD-TO-LINE AND THE SIDE AND REAR SETBACKS UNDER THE ATTACHED HOUSE LOT TYPE BE **AMENDED TO ALLOW STRUCTURES TO EXIST ON THE SITE AS SHOWN** IN ORDER TO BETTER RESPECT THE ORIENTATION OF THE EXISTING BUILDINGS ON ADJACENT LOTS AND TO PROVIDE A BETTER RELATIONSHIP BETWEEN THE DEVELOPMENTS.
 3. THE PETITIONER REQUESTS THAT NEW UTILITIES TO SERVE THE PROPOSED TOWNHOMES (3/4" WATER LINES FROM A DOMESTIC METER MANIFOLD ON SITE + A 6" PRIVATE SEWER LINE EXTENSION WITH 4" LATERALS TO EACH TOWNHOME) BE PERMITTED TO BE ROUTED THROUGH THE EXISTING PUBLIC DRAINAGE EASEMENT DUE TO RESTRICTIONS AROUND WHERE EXISTING LINES ARE CURRENTLY LOCATED.
 10. TRASH. GARBAGE SERVICES WILL BE PROVIDED IN ROLL OUT TRASH CONTAINERS FOR RESIDENTIAL UNITS. THESE CONTAINERS SHALL BE SCREENED BY EVERGREEN SHRUBS OR FENCE.

4.12 Building Type / Attached House

Permitted Height and Uses.

1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves.
2. Building height to ridge will vary depending upon the roof pitch.
3. Permitted uses are indicated above.
4. Maximum footprint for a building housing a detached accessory dwelling is 650 square feet.

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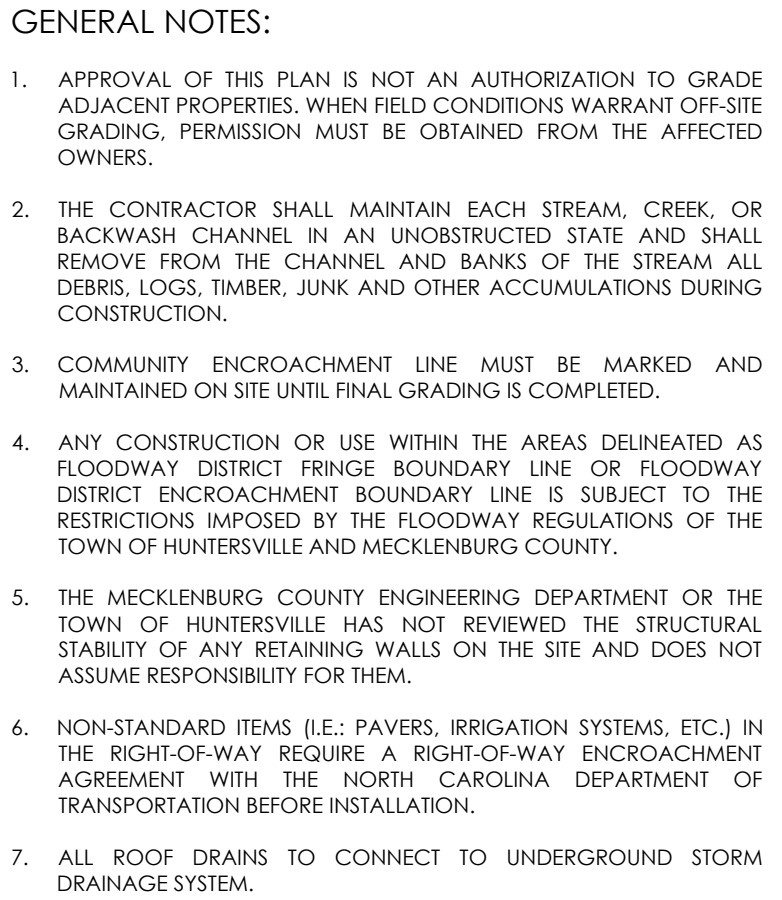
ISSUANCE DATE: 09/10/24



HFI PROJECT #: 223057

REZONING PLAN

Z03



DISTURBED LIMITS: 0.20 ACRES

NOTE: WHERE PIPES ARE CALLED OUT TO BE CLASS III OR IV RCP, THEY MAY BE SUBSTITUED FOR ADS N-12.



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ROSEDALE INFILL

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LOT 35, 9923 ANSONBOROUGH SQUARE

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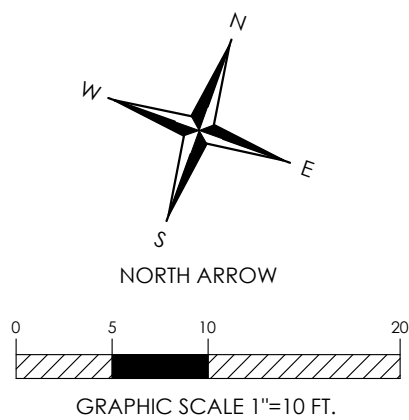


HFI PROJECT #: 223057

PRELIM GRADING PLAN

Z04

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NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477





THE ABOVE CONDITIONAL REZONING PLAN IS THE CURRENT ZONING THAT APPLIES TO THE PROJECT SITE. THE PLAN INCLUDES A BREAKDOWN OF THE IMPERVIOUS THAT WAS ALLOWED AND PROPOSED UNDER THE PLAN (WHICH IS NOW ALL EXISTING DEVELOPMENT). OF THE 2.79 ACRES IMPERVIOUS ALLOCATED IN THE ROSDALE SUBDIVISION (SHOWN ON SHEET 204A - DRAINAGE EXHIBIT), THIS PLAN SHOWS A PROPOSED 1.6 ACRES OF IMPERVIOUS, LEAVING APPROXIMATELY 1.19 ACRES OF IMPERVIOUS ALLOWED FOR DRAINAGE PURPOSES.

THE PROJECT SITE FOR THIS NEW DEVELOPMENT PROPOSAL IS HIGHLIGHTED IN THE ABOVE REZONING PLAN AND SHOWN IN DETAIL TO THE RIGHT, WITH THE UPPER PLAN SHOWING THE EXISTING CONDITION OF THE PARCEL AND THE LOWER PLAN SHOWING THE PROPOSED CONSTRUCTION. THE PROPOSED IMPERVIOUS AREA FOR THIS PROJECT TOTALS TO 4,116 SF (0.09 AC), LEAVING 1.10 ACRES OF ALLOCATED IMPERVIOUS REMAINING. A BREAKDOWN OF AREAS IS INCLUDED IN THE IMPERVIOUS SUMMARY TABLE BELOW.

The image displays two site plan diagrams for a residential development, labeled 'EXISTING CONDITIONS' and 'PROPOSED DEVELOPMENT'.

EXISTING CONDITIONS: This diagram shows the current state of the property. It includes a north arrow and a graphic scale (1"=20 FT.). The site is bounded by Ansonborough Square to the west, Private Drive to the south, and Rosewood Meadow Lane to the east. The site is divided into five lots, each with a specific area and stormwater management plan:

- LOT 1: 1.535 SF (0.04 ACI)
- LOT 2: 1.011 SF (0.02 ACI)
- LOT 3: 1.894 SF (0.02 ACI)
- LOT 4: 1.653 SF (0.04 ACI)
- LOT 5: 2.865 SF (0.07 ACI)

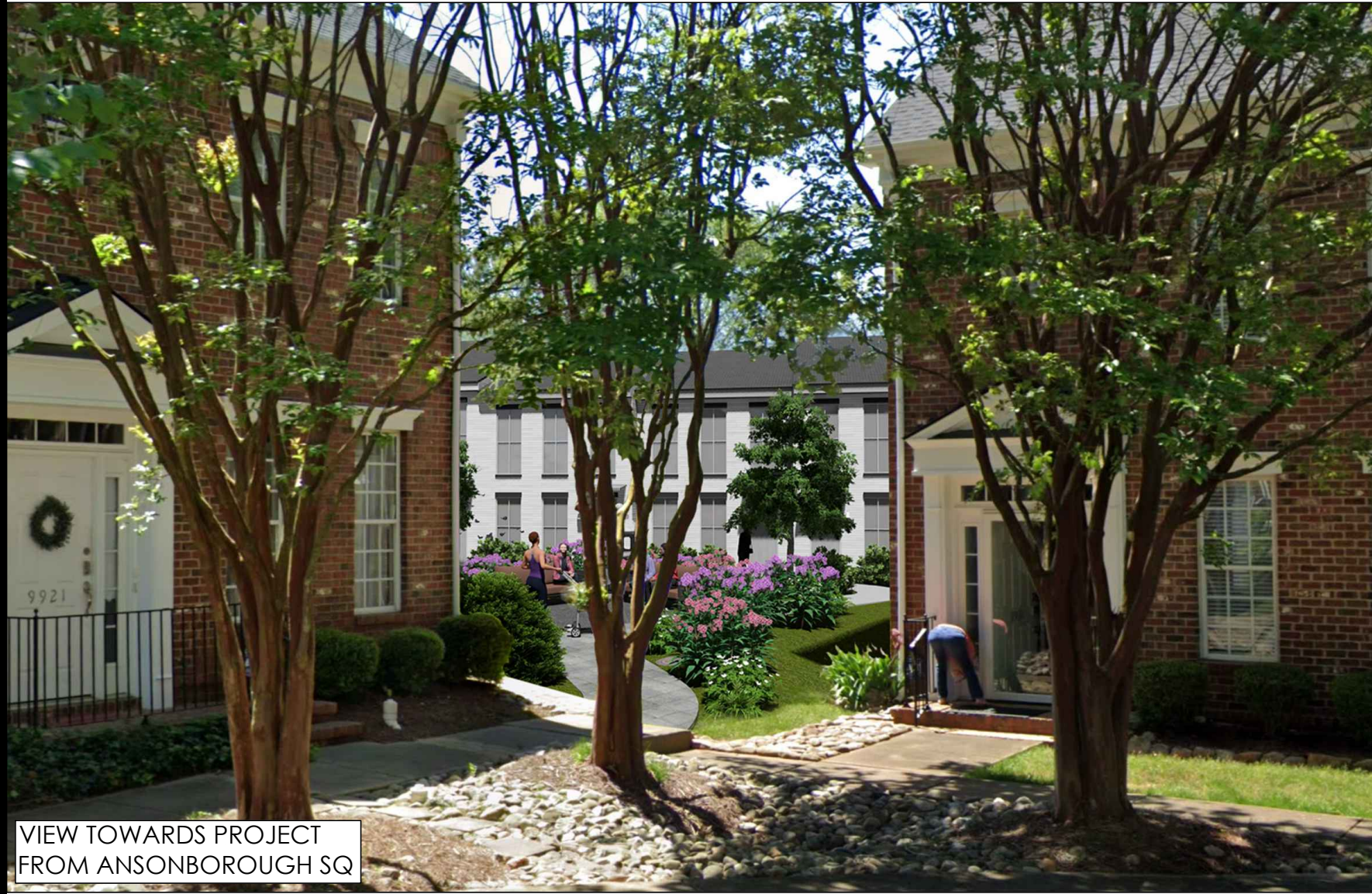
The site also features an existing drainage inlet that directs to BMP 'A' and a stormwater management plan that includes a detention area and a stormwater management plan.

PROPOSED DEVELOPMENT: This diagram shows the planned layout of the development. It includes a north arrow and a graphic scale (1"=20 FT.). The site is bounded by Ansonborough Square to the west, Private Drive to the south, and Rosewood Meadow Lane to the east. The site is divided into five lots, each with a specific area and stormwater management plan:

- LOT 1: 1.535 SF (0.04 ACI)
- LOT 2: 1.011 SF (0.02 ACI)
- LOT 3: 1.894 SF (0.02 ACI)
- LOT 4: 1.653 SF (0.04 ACI)
- LOT 5: 2.865 SF (0.07 ACI)

The site also features an existing drainage inlet that directs to BMP 'A' and a stormwater management plan that includes a detention area and a stormwater management plan.

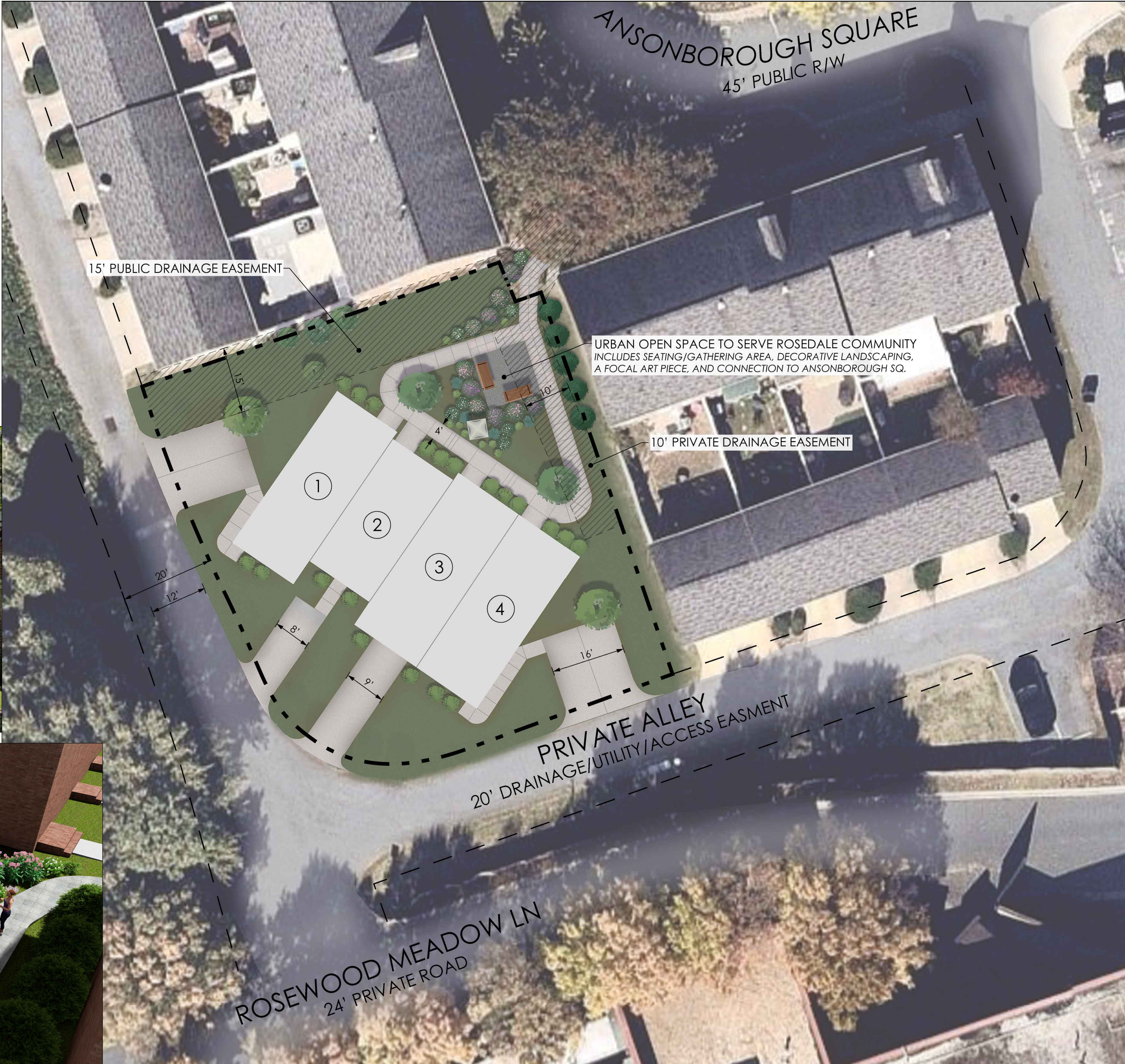




VIEW TOWARDS PROJECT FROM ANSONBOROUGH SQ.



OVERHEAD VIEW OF URBAN OPEN SPACE BETWEEN NEW AND EXISTING TOWNHOMES





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ROSEDALE INFILL

MECKLENBURG COUNTY, NORTH CAROLINA

LOT 35 - 9923 ANSONBOROUGH SQUARE
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REVISIONS	
DATE	COMMENT

INITIAL SUB. DATE: ####

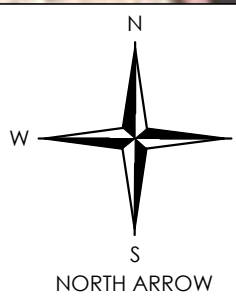
ISSUANCE DATE: ####



HFI PROJECT #: 223057

SITE PLAN + OPEN
SPACE RENDER

Z06



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



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REVISIONS

DATE	COMMENT

INITIAL SUB. DATE: ####

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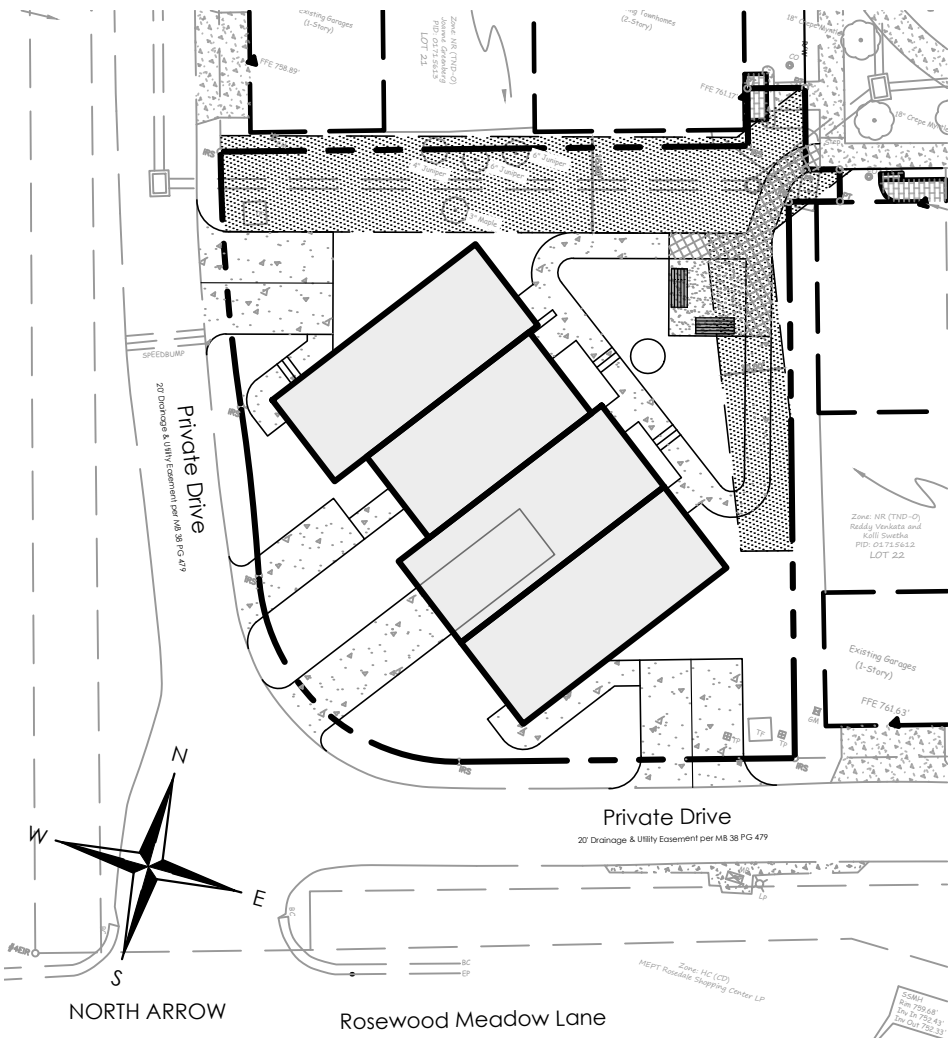
CONCEPT
ELEVATIONS

NOT FOR
CONSTRUCTION USE

HFI PROJECT #: 223057

CONCEPT
ELEVATIONS

Z07



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

COMMUNITY MEETING REPORT

Petitioner: Joe Roy

Rezoing/Conditional Use Petition No. R-24-06

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

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

A representative of the Petitioner mailed a written notice of the date, time, and location of the Community Meeting to the individuals and organizations set out in Exhibit A attached hereto by depositing such notice in the US Mail (sent Certified) on August 23, 2024. A copy of the written notice (along with other items mailed) is attached hereto as Exhibit B.

DATE, TIME, AND LOCATION OF MEETING

The Community Meeting was held on September 20, 2024 at 5:30 p.m. at the Huntersville Arts and Cultural Center.

SUMMARY OF PRESENTATION/DISCUSSION:

Sonny Crater, representing the petitioner, welcomed the attendees. Mr. Crater explained that the subject property, lot 35, had been designated for future building when the development was first begun in 2002, as also stated in the Declaration of Covenants, Conditions, and Restrictions for Meeting Street at Rosedale (Article I section 3). He explained that at the time of the original construction of the existing townhomes, that sales were not great, and that it was decided to wait until a later date to build on the lot. Mr. Roy, the Petitioner added that when the original developer rezoned the property that lot 35 was excluded from the rezoning petition, as showing townhomes on the subject lot.

Mr. Crater explained that Meeting Street was founded on the building of high quality, affordable townhomes, with architecturally correct designs. He went on to say that in the 24+ years of existents Meeting Street had never varied from those founding principles, and that the proposed townhomes for lot 35 would also adhere to those guiding principles. He informed the attendees that the proposed townhomes would have sizes from approximately 1000-1200 heated square feet, similar to the existing townhomes. He also stated that the townhomes would be "affordable" by todays standards, selling from about \$300,000 up to \$350,000. It was mentioned that the last resale townhome sold in 2022 for \$300,000.

Mr. Crater used display boards to show how the builder had done similar buildings in the Antiquity development in Cornelius, and that it fits in very well. He introduced the building layouts on the site, including placement of the buildings, and plantings designed to shield 9921 Ansonborough Square. He also pointed out the plans and designs for a small plaza/park in front of the townhomes, and facing Ansonborough Square intended for the enjoyment of the community. He explained that there would be benches in a seating area, with a backdrop of landscape plantings, and a permanent piece of art.

An attendee asked about parking. Mr. Crater explained that two of the townhome would have two surface parking spaces each. He said another townhome would have a single garage plus a driveway suitable for parking, and that the fourth townhome would have a single surface parking space. An Attendee also asked about guest parking. Mr. Crater pointed out that guest could use spaces already provided, and also use on-street parking around Ansonborough Square. The attendee expressed concern that this would not be enough guest parking. Crater responded by pointing out that in addition to the parking on Ansonborough Square there was also additional on-street parking along Rosedale Hill Avenue and other public spaces nearby. There was still further objection as it was stated that those spaces stayed occupied most of the time. Mr. Crater pointed out that those parking areas serve the commercial areas during business hours, but should be plentiful after business hours and on weekends.

Another attendee asked if there would be access through the property to reach the mailboxes that are located on the backside of lot 35 to reach the community cluster mailboxes. Mr. Roy, stated there it was not intended to have through access, though a couple attendees stated that they walk across the lot to reach the mailboxes. Mr. Roy and Mr. Crater questioned this because the Homeowners association had installed a white picket fence in a way to discourage pedestrian traffic through that area.

The question was asked about the exterior materials. Mr. Roy explained that while the exterior elevation design would be the same as the existing townhomes, cement fiber siding would be used. He pointed out that James Hardie "Color Plus" siding would be used, as the paint hold up for much longer than paint applied after the siding is installed. Some attendees for not quite sure about that. Mr. Crater responded by referring to photos from Antiquity showing the white townhomes nestled amongst the brick townhomes. One attendee approached the display for closer inspection. To go further, it was pointed out that since the Covid days, many bricks were no longer available and matching the current townhomes would not be possible.

Will the new townhomes be in a separate HOA or join the existing HOA. Mr. Roy said that so far, he had planned to have a separate HOA but was open to joining these townhomes in the current HOA. Some agreed it would be best for them to join the existing HOA.

One attendee asked about the watershed and drainage stating that losing that area seems like it would affect the drainage for the area. It was stated that drainage would be compensated for with plans for the new townhomes.

Another attendee asked Mr. Roy if the alley ways are damaged during construction would he repair them. Mr. Roy said Meeting Street would repair damages to the alleys, and that photos would be taken prior to the start of site construction.

Would the townhomes be sold or rented. Mr. Roy stated that the townhomes would be for sale

As the meeting concluded Mr. Crater reminded everyone that his contact information was included in the meeting invitation and he would be available if there should the neighbors have questions at a later time.

The meeting was concluded at 6:45 p.m.

EXHIBIT A

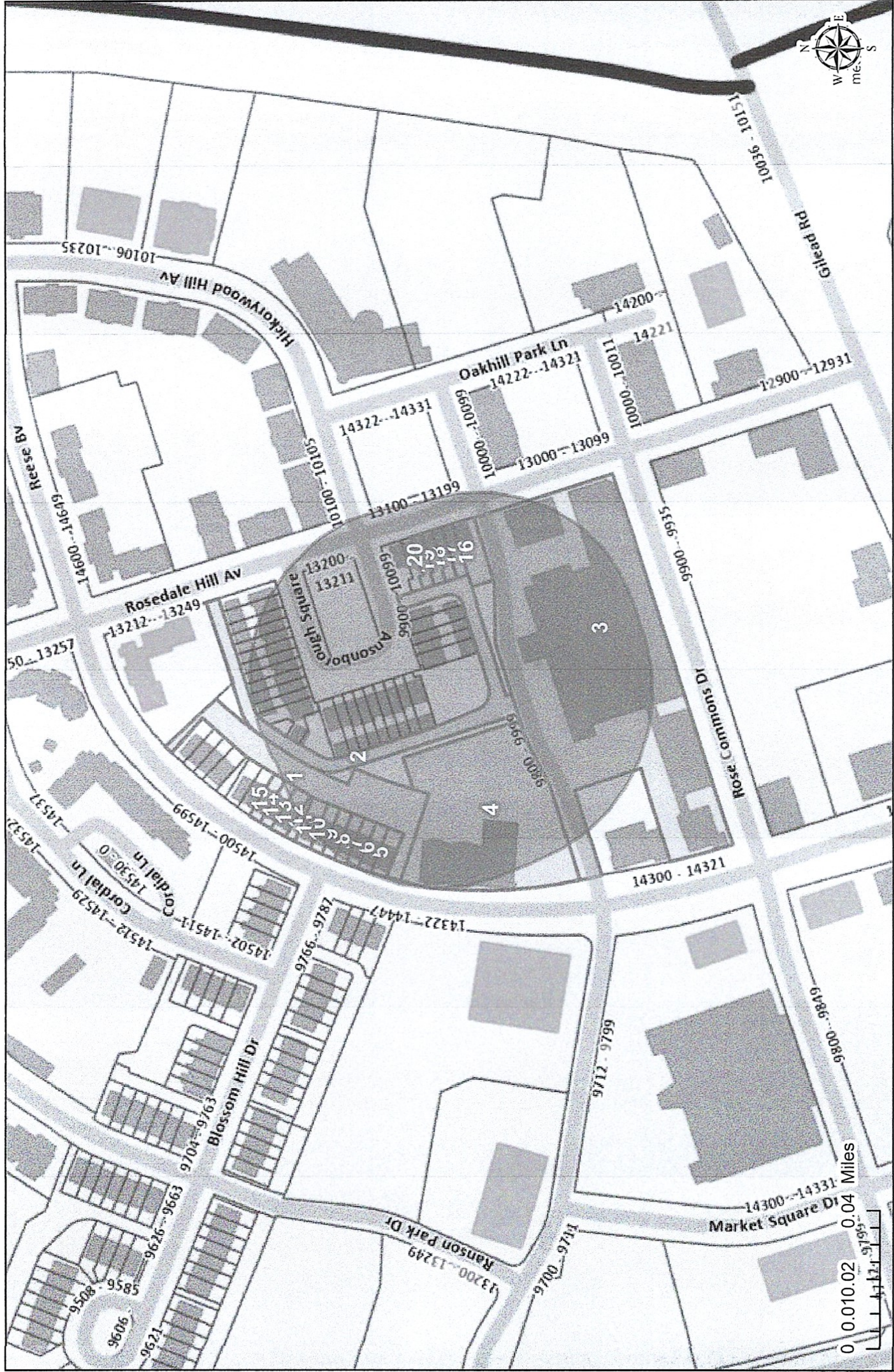
No	Parcel ID	Postal Address	Owner Name
1	01715652	NA	MCALPINE-ROSEDALE HOMEOWNERS ASSOCIATION
2	01715660	9901 ROSEWOOD MEADOW LN HUNTERSVILLE NC 28078	MEETING STREET HOMES AT ROSEDALE
3	01715229	9911 ROSE COMMONS DR A HUNTERSVILLE NC 28078 9931	MEPT ROSEDALE SHOPPING CENTER LP C/O NEWTOWER TRUST COMPANY
4	01715697	14420 REESE BV HUNTERSVILLE NC 28078	HUNTERSVILLE REALTY ASSOCIATES LLC
5	01715651	14430 REESE BV HUNTERSVILLE NC 28078	KELLAM PROPERTIES INC
6	01715650	14434 REESE BV HUNTERSVILLE NC 28078	LI NA LUN HAI
7	01715649	14438 REESE BV HUNTERSVILLE NC 28078	RAMABADRAN RACHANA
8	01715648	14442 REESE BV HUNTERSVILLE NC 28078	REINARTSEN CHRIS
9	01715647	14446 REESE BV HUNTERSVILLE NC 28078	MEDINA CARLOS A
10	01715646	14504 REESE BV HUNTERSVILLE NC 28078	GREENBERG PROPERTIES LLC
11	01715645	14508 REESE BV HUNTERSVILLE NC 28078	BREAULT ERIC R
12	01715644	NA	MCALPINE-ROSEDALE HOMEOWNERS ASSOCIATION
13	01715643	14520 REESE BV HUNTERSVILLE NC 28078	PATTERSON FRANCES M. PATTERSON LIVING TRUST
14	01715642	14524 REESE BV HUNTERSVILLE NC 28078	MIRANDA RAFAEL ANGEL
15	01715641	14528 REESE BV HUNTERSVILLE NC 28078	HERTERICH MICHAEL RALPH HERTERICH MONICA ALEXANDRA
16	01715601	13111 ROSEDALE HILL AV HUNTERSVILLE NC 28078	THOMPSON DAVE F
17	01715602	13115 ROSEDALE HILL AV HUNTERSVILLE NC 28078	KIS ROSEDALE LLC
18	01715603	13119 ROSEDALE HILL AV HUNTERSVILLE NC 28078	CALLICUTT JOSEPH LEE CALLICUTT MARY
19	01715604	13123 ROSEDALE HILL AV HUNTERSVILLE NC 28078	BOCHACKI ZOFIA BOCHACKI JACEK
20	01715605	13127 ROSEDALE HILL AV HUNTERSVILLE NC 28078 13127 R	VANSULA REAL ESTATE LLC
21	01715606	13131 ROSEDALE HILL AV HUNTERSVILLE NC 28078	FISHER CARL M
22	01715607	13135 ROSEDALE HILL AV HUNTERSVILLE NC 28078	ODOM JESSE R
23	01715608	9905 ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	LENZE KATHLEEN M
24	01715609	9909 ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	WARREN BRIAN D WARREN JAMIE L
25	01715610	9913 ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	MONTGOMERY ANTOINETTE
26	01715611	9917 ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	WATSON JUDY ANN
27	01715612	9921 ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	BHIMIREDDY VENKATA REDDY KOLLI SWETHA
28	01715613	9931 ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	GREENBERG JOANNE

29	01715614	9935	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	CLUFF KAREN
30	01715615	9939	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	ROBINSON LISA
31	01715616	9943	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	MILLER COLE W
32	01715617	9947	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	GREENBERG PROPERTIES LLC
33	01715618	9951	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	AU BECKY
34	01715619	9955	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	HILL ELISABETH A
35	01715620	9959	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	MCGORTY MATT
36	01715621	9963	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	MILLER WALTER PEYTON MILLER ELLA LYNN MILLER SHAW PEYTON
37	01715622	10007	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	INFANTE JOSE A DIAZ INFANTE CARINE DIAZ
38	01715623	10011	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	GUZAUSKAS MARY JANE
39	01715624	10015	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	GREENBERG PROPERTIES LLC
40	01715625	10019	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	HUDSON HAROLD L JR
41	01715626	10023	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	SMITH MACADAM A SMITH ALISON C
42	01715627	10027	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	CARRICK JEFFREY L
43	01715628	10031	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	KAPILA NIDHIKA
44	01715629	10035	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	JORDAN JAMAL D
45	01715630	10041	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	JARVIS SR ROLAND GARY JARVIS NORMA JEAN
46	01715631	10045	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	VANZANDT JILL
47	01715632	10049	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	ALLEN RODNEY NEAL
48	01715633	10053	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	LEE TIMOTHY M
49	01715654	NA		MEETING STREET HOMES AT ROSEDALE
50	01715655	NA		MEETING STREET HOMES AT ROSEDALE
51	01715656	NA		MEETING STREET HOMES AT ROSEDALE
52	01715657	9923	ANSONBOROUGH SQUARE HUNTERSVILLE NC 28078	ANTIQUITY WOODS LLC
53	01715658	NA		MEETING STREET HOMES AT ROSEDALE
54	01715659	NA		MEETING STREET COMPANIES LLC
55	01715288	14316	REESE BV HUNTERSVILLE NC 28078 9810 ROSEWOOD THE BURKHARD GROUP LLC	

Polaris Map – Mecklenburg County, North Carolina

Rosedale.owners 250 ft

Date Printed: 8/9/2024 11:29 AM



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

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Street or NORMA JEAN JARVIS

City, State 582 LAURELWOOD DR

WILKESBORO, NC 28697

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☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To CARLOS A MEDINA

Street and 9446 FOREST CROWN DR

City, State, ZIP+4® FORTSON, GA 31808

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Huntersville, NC 28078

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☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To KAREN CLUFF

Street and 9935 ANSONBOROUGH SQ

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

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☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To NIDHIKA KAPILA

Street and 10031 ANSONBOROUGH SQ

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

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☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To KJS ROSEDALE LLC

Street and 14508 WESTGREEN DR

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

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☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To TIMOTHY M LEE

Street and 10053 ANSONBOROUGH SQ

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☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To JUDY ANN WATSON

Street and 9917 ANSONBOROUGH SQUARE UNIT 23

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

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☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To RAFAEL ANGEL MIRANDA

Street and 14524 REESE BV

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

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☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To ANTOINETTE MONTGOMERY

Street and 9913 ANSONBOROUGH SQ

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

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☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To JILL VANZANDT

Street and 10045 ANSONBOROUGH SQUARE

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

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Edison, NJ 08820

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee to postage)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To RACHANA RAMABADRAN

Street and 11 HACKETT DR

City, State, ZIP+4® EDISON, NJ 08820

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Cornelius, NC 28031

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee to postage)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To MACADAM A SMITH

Street and ALISON C SMITH

City, State, ZIP+4® 19701 BUSTLE RD
CORNELIUS, NC 28031

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Huntersville, NC 28078

Certified Mail Fee \$4.85

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

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to JOSE A DIAZ INFANTE
CARINE DIAZ INFANTE
10007 ANSONBOROUGH SQUARE UNIT 12
HUNTERSVILLE, NC 28078

City, State

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Charlotte, NC 28209

Certified Mail Fee \$4.85

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

☐ Return Receipt (hardcopy)	\$0.00
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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
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Postage \$0.73

Total Postage and Fees \$5.58

Sent to CARL M FISHER
2553 SELWYN AVE
CHARLOTTE, NC 28209

City, State

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Huntersville, NC 28078

Certified Mail Fee \$4.85

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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to MARY JANE GUZASKAS
10011 ANSONBOROUGH SQ
HUNTERSVILLE, NC 28078

City, State

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Greenville, SC 29601

Certified Mail Fee \$4.85

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

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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to HUNTERSVILLE REALTY ASSOCIATES LLC
601 E MCBEE AVE SUITE 201
GREENVILLE, SC 29601

City, State

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Huntersville, NC 28078

Certified Mail Fee \$4.85

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

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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to COLE W MILLER
9943 ANSONBOROUGH SQUARE
HUNTERSVILLE, NC 28078

City, State

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Huntersville, NC 28078

Certified Mail Fee \$4.85

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

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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to HAROLD L JR HUDSON
10019 ANSONBOROUGH SQUARE
HUNTERSVILLE, NC 28078

City, State

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Huntersville, NC 28078

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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to ZOFIA BOCHACKI
JACEK BOCHACKI
13123 ROSEDALE HILL AV
HUNTERSVILLE, NC 28078

City, State

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Huntersville, NC 28278

Certified Mail Fee \$4.85

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

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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to RODNEY NEAL ALLEN
10049 ANSONBOROUGH SQUARE
HUNTERSVILLE, NC 28278

City, State

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Huntersville, NC 28078

Certified Mail Fee \$4.85

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

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to MICHAEL RALPH HERTERICH
MONICA ALEXANDRA HERTERICH
14528 REESE BLVD W
HUNTERSVILLE, NC 28078

City, State

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Huntersville, NC 28078

Certified Mail Fee \$4.85

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

☐ Return Receipt (hardcopy)	\$0.00
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☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to JEFFREY L CARRICK
10027 ANSONBOROUGH SQUARE
HUNTERSVILLE, NC 28078

City, State

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Myrtle Beach, SC 29575

Certified Mail Fee \$4.85

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

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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to JOSEPH LEE CALICUTT
MARY CALICUTT
1518 GULFSTREAM CT
MYRTLE BEACH, SC 29575

City, State

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Certified Mail Fee \$4.85

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☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent to ERIC R BREAUUT
14508 REESE BV
HUNTERSVILLE, NC 28078

City, State

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Sent To: **SOUTHLAKE, TX 76092**
City, State, ZIP+4[®]

Postmark: **0653 09**
Here

Postage: **\$0.73**
Certified Mail Fee: **\$4.85**

Extra Services & Fees (check box, add fee)
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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Total Postage and Fees: **\$5.58**

Sent To: **MEPT ROSEDALE SHOPPING CENTER LP**
Street and City, State, ZIP+4[®]
C/O NEWTOWER TRUST COMPANY
PO Box 92129
SOUTHLAKE, TX 76092-0102

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Sent To: **Huntersville, NC 28078**
City, State, ZIP+4[®]

Postmark: **0653 09**
Here

Postage: **\$0.73**
Certified Mail Fee: **\$4.85**

Extra Services & Fees (check box, add fee)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Total Postage and Fees: **\$5.58**

Sent To: **KATHLEEN M LENZE**
Street and City, State, ZIP+4[®]
9905 ANSONBOROUGH SQUARE
HUNTERSVILLE, NC 28078

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Postmark: **0653 09**
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Postage: **\$0.73**
Certified Mail Fee: **\$4.85**

Extra Services & Fees (check box, add fee)
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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

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Sent To: **NA LI**
Street and City, State, ZIP+4[®]
14434 REESE BLVD
HUNTERSVILLE, NC 28078

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Postmark: **0653 09**
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Postage: **\$0.73**
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Extra Services & Fees (check box, add fee)
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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Total Postage and Fees: **\$5.58**

Sent To: **ELISABETH A HILL**
Street and City, State, ZIP+4[®]
9955 ANSONBOROUGH SQUARE
HUNTERSVILLE, NC 28078

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Postmark: **0653 09**
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Postage: **\$0.73**
Certified Mail Fee: **\$4.85**

Extra Services & Fees (check box, add fee)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Total Postage and Fees: **\$5.58**

Sent To: **BECKY AU**
Street and City, State, ZIP+4[®]
9951 ANSONBOROUGH SQUARE
HUNTERSVILLE, NC 28078

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Sent To: **Huntersville, NC 28078**
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Postmark: **0653 09**
Here

Postage: **\$0.73**
Certified Mail Fee: **\$4.85**

Extra Services & Fees (check box, add fee)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Total Postage and Fees: **\$5.58**

Sent To: **VENKATA REDDY BHIMIREDDY**
Street and City, State, ZIP+4[®]
SWETHA KOLLI
15400 GROVELAND ST
HUNTERSVILLE, NC 28078

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EXHIBIT B

NOTICE TO INTERESTED PARTIES

OF OFFICIAL COMMUNITY MEETING

Subject: Application for Conditional Rezoning from CB to CB (CD) filed by Meeting Street Homes & Communities to construct four townhomes on +/- 0.19 acres of land located on Lot 35 of the Ansonborough Square Development, Huntersville, Mecklenburg County, NC bearing Parcel ID No. 017-156-57 (the "Site").

Date and Time
of Meeting: **September 20, 2024**
5:30-6:30 p.m.

Place of
Meeting: Huntersville Arts and Cultural Center
14614 Old Statesville Road
Huntersville, NC 28078

Applicant: Meeting Street Homes & Communities

Property Owner: Antiquity Woods, LLC

Application No.: R-24-06

Dear Neighbor:

We are assisting Meeting Street Homes & Communities ("Meeting Street") in the Conditional Rezoning of the Site for proposed development as four 2-story townhomes. The Site will be developed in accordance with the town of Huntersville zoning ordinance. Meeting Street will hold a Community Meeting for this Conditional Rezoning on September 20th, 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 Meeting Street's behalf, we invite you to attend this Community Meeting on the date, time, and place set forth above.

Meeting Street's 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 [link](https://www.huntersville.org/1189/Projects-List) and look for Petition R24-06. To contact a member of the Huntersville planning staff contact Nathan Farber at 704-766-2237 or nfarber@huntersville.org.

<https://www.huntersville.org/1189/Projects-List>

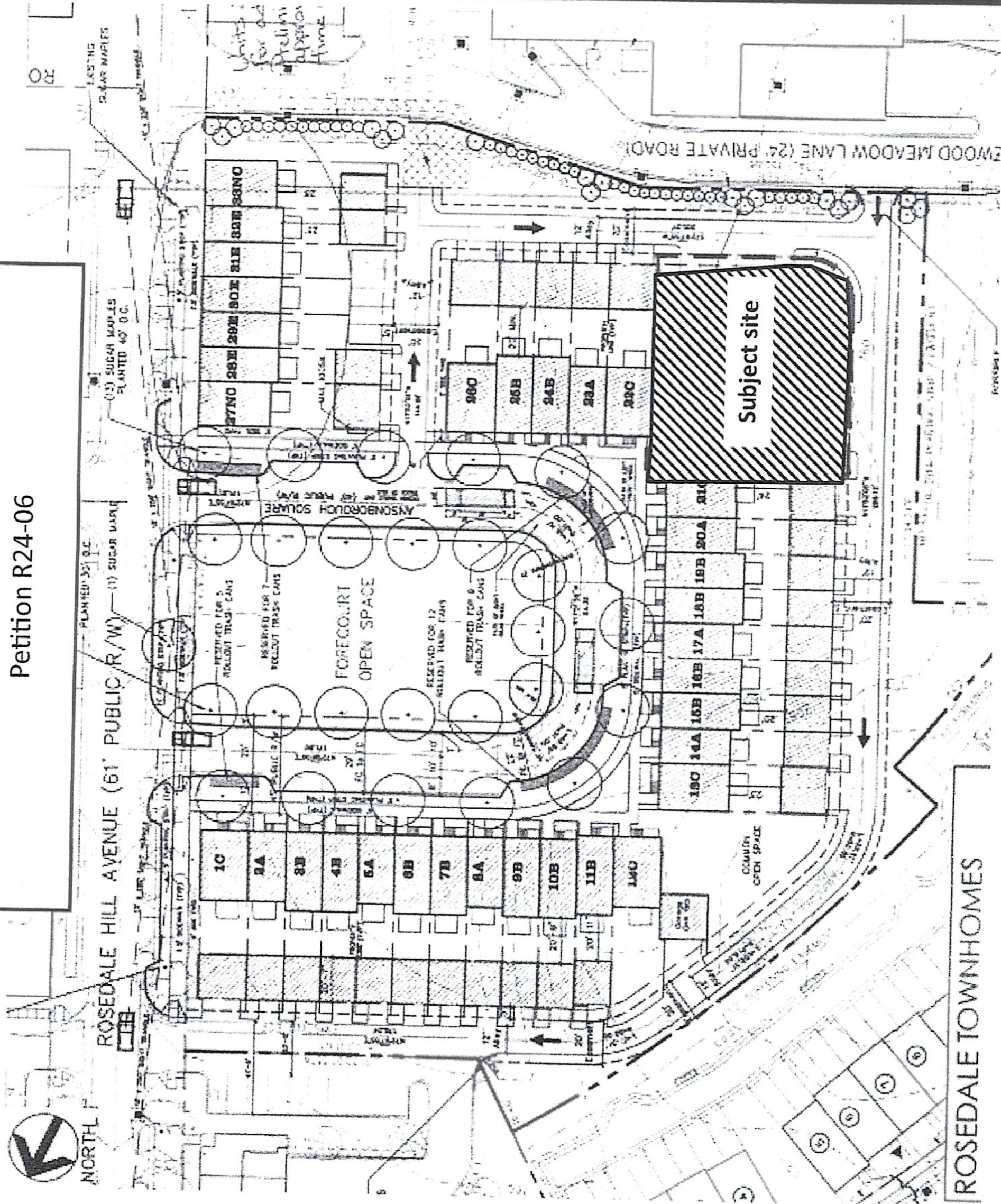
If you are unable to attend the Community Meeting as scheduled, or otherwise have any questions or comments about this matter, please feel free to call Kristen James at 704-875-1615 ext. 303 or email at kjames@waengineering.com, or Sonny Crater at 980-233-1239 or email at sonny.crater@gmail.com

Date Mailed: August 23, 2024

ROSEDALE INFILL CONDITIONAL ZONING

Lot 35 Ansonborough Square, Huntersville NC 28078

Petition R24-06



ROSEDALE TOWNHOMES

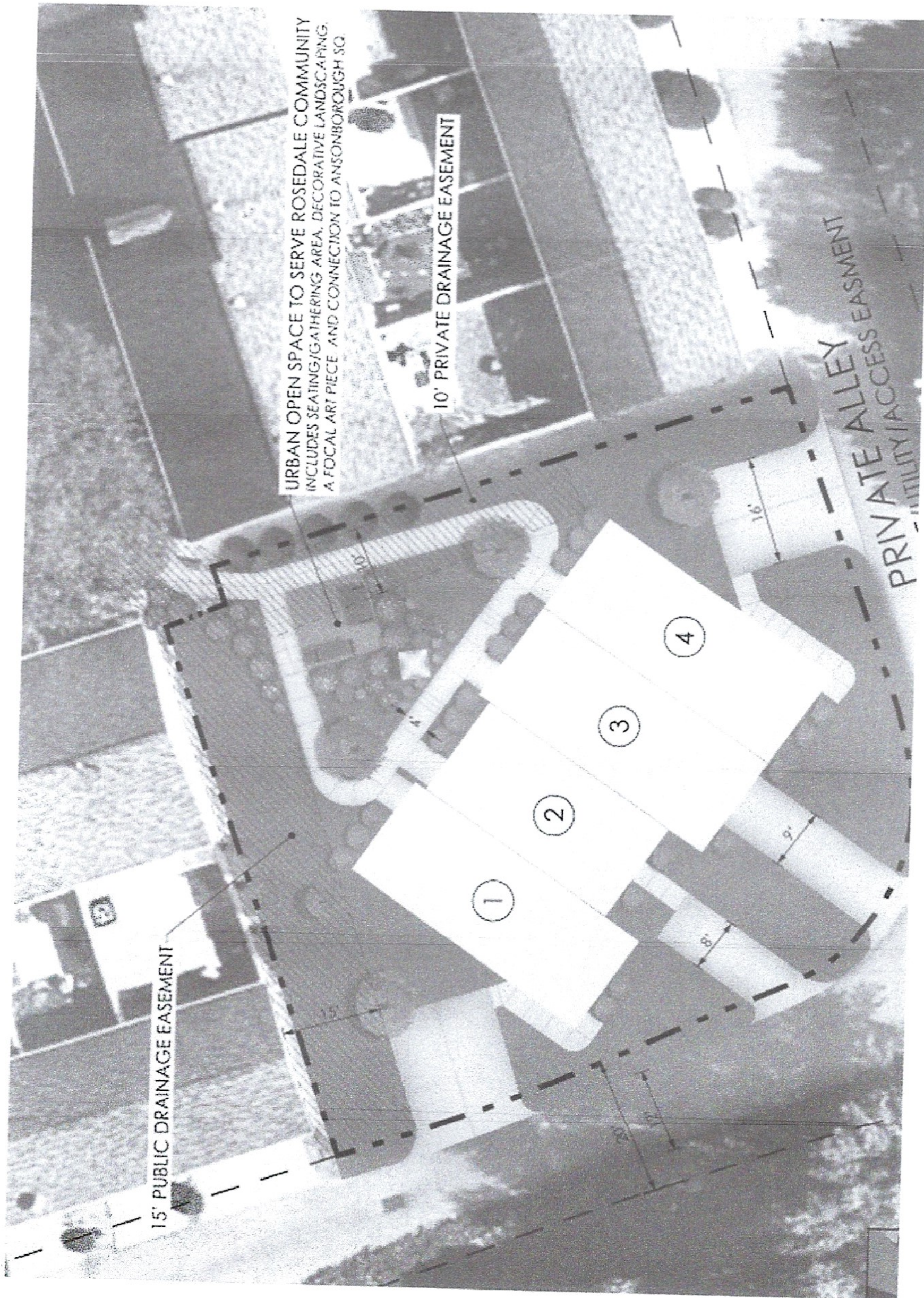


EXHIBIT C

Community Meeting Report Sign-In Sheet

Petitioner: Antiquity Woods, LLC

Rezoning Petition No. R24-06, 2024

Friday, September 20, 2024 at 5:30 P.M.

14614 S. Old Statesville Road, Huntersville NC 28078

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>EMAIL</u>
1	Jane Garganiers	10011 Ansonborough Sq	520 270-1718	
2	Nathan Farber	Town Staff		
3	Jill VanLandt	10045 Ansonborough Sq.	704 502-7715	
4	Harold Hudson	10019 Ansonborough Sq	980-721- 6257	hhudson70@gmail.com
5	Brian Warren	9909 AS	704-701- 9631	jamicwarren@roadrunner.com
6	Jamal Jordan	10035 Ansonborough Sq.	704-280-1611	jamal.jordan45@gmail.com
7	Rodney Allen	10049 Ansonborough Sq	704-287 2986	rodneyna@hotmail.com
8	Mary Culhewitt	11319 Rosedale Ave	843 902 7974	MaryCulhewitt@aol.com
9				



PO Box 664
Huntersville NC 28070

PUBLIC HEARING

Date: November 4, 2024
Time: 6:00 pm
Location: **In Person:** Huntersville Town Hall 101 Huntersville-Concord Rd.
Live Stream: YouTube User ID: @townofhuntersvillenc28078
Applicant: Antiquity Woods LLC - Joe Roy
Case #: R24-06

YouTube Livestream:



Public Meeting Dates

Meeting Type	Purpose	Date & Time
Community Meeting	Informational	September 20, 2024
Public Hearing	Public Meeting	November 4, 2024 @ 6 pm
Planning Board *	Recommendation	November 20, 2024 @ 6:30 pm
Town Board *	Approval/Denial	December 17, 2023 @ 6 pm

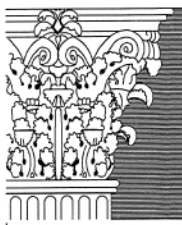
* Tentative—check www.huntersville.org for latest dates

Town of
Huntersville
NORTH CAROLINA



Online: www.huntersville.org - search: **R24-06**

OFFICIAL TOWN OF HUNTERSVILLE PUBLIC HEARING NOTICE



Little & Associates
Architects

5815 Westpark Dr.
Charlotte, NC 28211
704-552-6369
704-552-7889 Fax

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Little & Associates Architects, Inc.

A A C
American Asset Corporation

ROSEDALE
HUNTERVILLE, NC

ZONING PLAN
DETAILS

Project
Sheet Title

Division President
VRETTOS
Job Captain

Drawn By
GLEESON
Date Drawn
9/4/98

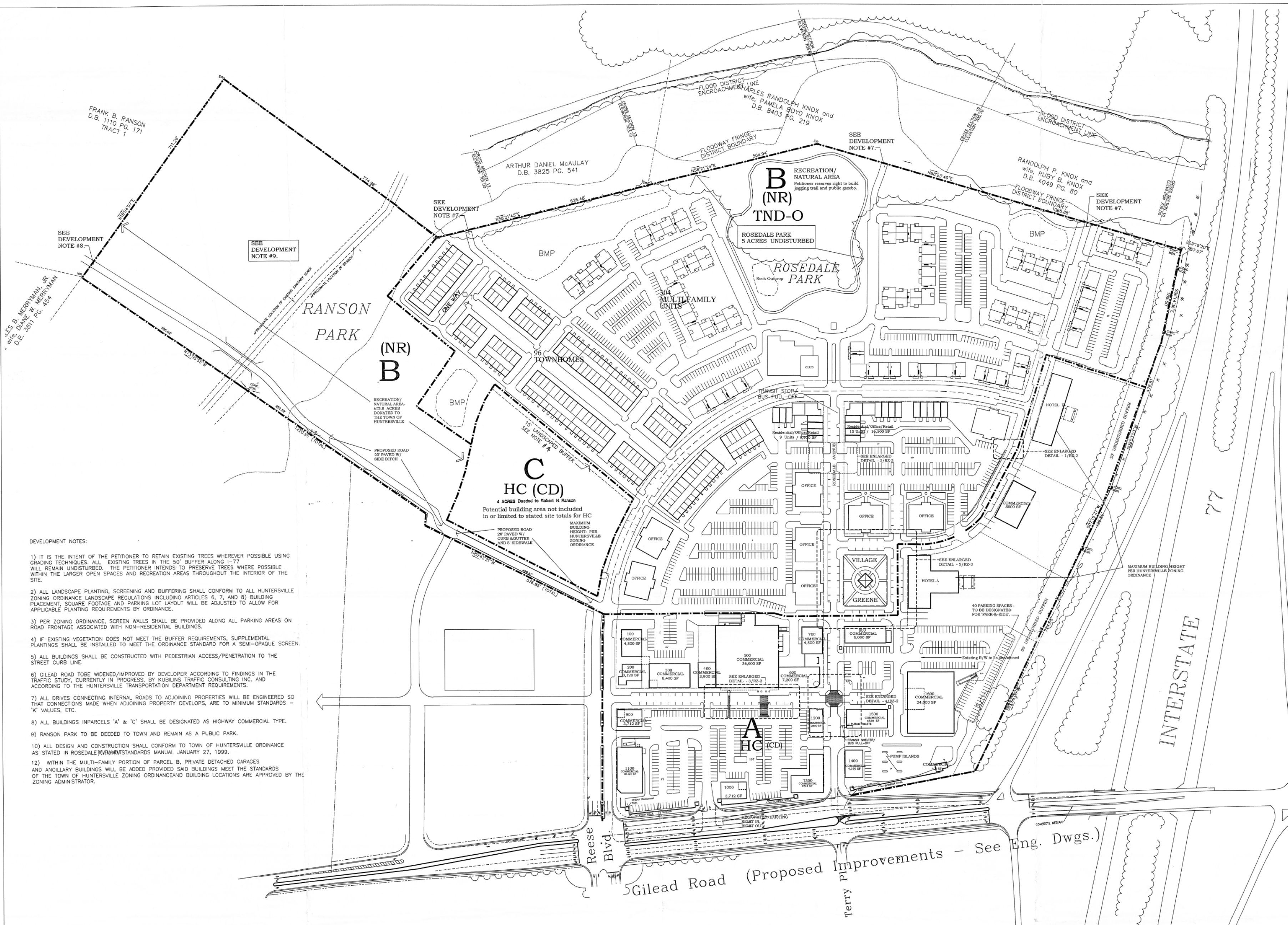
Drawing File Name
03 969100/zoning/rzt

Revisions
No. 1 Date 9/25/98
No. 2 Date 10/2/98
No. 3 Date 10/9/98
No. 4 Date 10/12/98
No. 5 Date 11/13/98
No. 6 Date 11/17/98
No. 7 Date 11/30/98
No. 8 Date 12/18/98
No. 9 Date 1/14/99
No. 10 Date 1/19/99
No. 11 Date 2/4/99

Issue Date:

Project Number
03 9691 01

Sheet Of
RZ-1

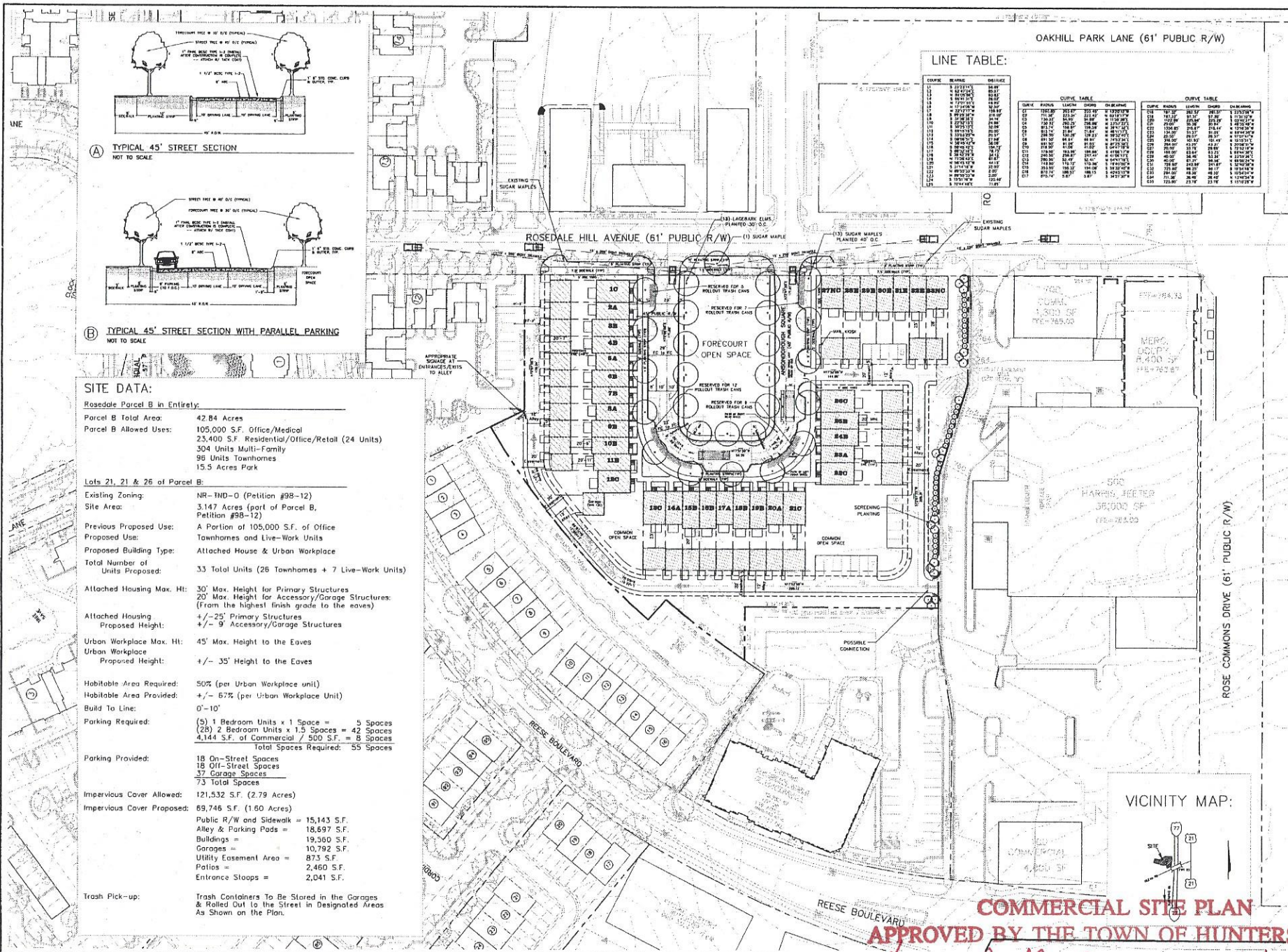


ZONING PLAN

1"=100'

PETITION #98-12
Approved *Hunterville Planning Dept.*
J. Stuart Walker

- DEVELOPMENT NOTES:
- 1) IT IS THE INTENT OF THE PETITIONER TO RETAIN EXISTING TREES WHEREVER POSSIBLE USING GRADING TECHNIQUES. ALL EXISTING TREES IN THE 50' BUFFER ALONG I-77 WILL REMAIN UNDISTURBED. THE PETITIONER INTENDS TO PRESERVE TREES WHERE POSSIBLE WITHIN THE LARGER OPEN SPACES AND RECREATION AREAS THROUGHOUT THE INTERIOR OF THE SITE.
 - 2) ALL LANDSCAPE PLANTING, SCREENING AND BUFFERING SHALL CONFORM TO ALL HUNTERVILLE ZONING ORDINANCE LANDSCAPE REGULATIONS INCLUDING ARTICLES 6, 7, AND 8) BUILDING PLACEMENT, SQUARE FOOTAGE AND PARKING LOT LAYOUT WILL BE ADJUSTED TO ALLOW FOR APPLICABLE PLANTING REQUIREMENTS BY ORDINANCE.
 - 3) PER ZONING ORDINANCE, SCREEN WALLS SHALL BE PROVIDED ALONG ALL PARKING AREAS ON ROAD FRONTAGE ASSOCIATED WITH NON-RESIDENTIAL BUILDINGS.
 - 4) IF EXISTING VEGETATION DOES NOT MEET THE BUFFER REQUIREMENTS, SUPPLEMENTAL PLANTINGS SHALL BE INSTALLED TO MEET THE ORDINANCE STANDARD FOR A SEMI-OPAQUE SCREEN.
 - 5) ALL BUILDINGS SHALL BE CONSTRUCTED WITH PEDESTRIAN ACCESS/PENETRATION TO THE STREET CURB LINE.
 - 6) GILEAD ROAD TO BE WIDENED/IMPROVED BY DEVELOPER ACCORDING TO FINDINGS IN THE TRAFFIC STUDY, CURRENTLY IN PROGRESS, BY KUBLINS TRAFFIC CONSULTING INC. AND ACCORDING TO THE HUNTERVILLE TRANSPORTATION DEPARTMENT REQUIREMENTS.
 - 7) ALL DRIVES CONNECTING INTERNAL ROADS TO ADJOINING PROPERTIES WILL BE ENGINEERED SO THAT CONNECTIONS MADE WHEN ADJOINING PROPERTY DEVELOPS, ARE TO MINIMUM STANDARDS - "K" VALUES, ETC.
 - 8) ALL BUILDINGS IN PARCELS 'A' & 'C' SHALL BE DESIGNATED AS HIGHWAY COMMERCIAL TYPE.
 - 9) RANSON PARK TO BE DEEDED TO TOWN AND REMAIN AS A PUBLIC PARK.
 - 10) ALL DESIGN AND CONSTRUCTION SHALL CONFORM TO TOWN OF HUNTERVILLE ORDINANCE AS STATED IN ROSEDALE ZONING STANDARDS MANUAL JANUARY 27, 1999.
 - 12) WITHIN THE MULTI-FAMILY PORTION OF PARCEL B, PRIVATE DETACHED GARAGES AND ANCLARY BUILDINGS WILL BE ADDED PROVIDED SAID BUILDINGS MEET THE STANDARDS OF THE TOWN OF HUNTERVILLE ZONING ORDINANCE AND BUILDING LOCATIONS ARE APPROVED BY THE ZONING ADMINISTRATOR.



(A) TYPICAL 45' STREET SECTION
NOT TO SCALE

(B) TYPICAL 45' STREET SECTION WITH PARALLEL PARKING
NOT TO SCALE

SITE DATA:

Rosedale Parcel B in Entirety:
 Parcel B Total Area: 42.84 Acres
 Parcel B Allowed Uses: 105,000 S.F. Office/Medical
 23,400 S.F. Residential/Office/Retail (24 Units)
 304 Units Multi-Family
 98 Units Townhomes
 15.5 Acres Park

Lots 21, 21 & 26 of Parcel B:
 Existing Zoning: NR-THD-0 (Petition #98-12)
 Site Area: 3.147 Acres (part of Parcel B, Petition #98-12)
 Previous Proposed Use: A Portion of 105,000 S.F. of Office Townhomes and Live-Work Units
 Proposed Use: Attached House & Urban Workplace
 Proposed Building Type: Attached House & Urban Workplace
 Total Number of Units Proposed: 33 Total Units (26 Townhomes + 7 Live-Work Units)

Attached Housing Max. Ht: 30' Max. Height for Primary Structures
 20' Max. Height for Accessory/Garage Structures (From the highest finish grade to the eaves)
 Attached Housing Proposed Height: +/- 25' Primary Structures
 +/- 9' Accessory/Garage Structures

Urban Workplace Max. Ht: 45' Max. Height to the Eaves
 Urban Workplace Proposed Height: +/- 35' Height to the Eaves

Habitable Area Required: 50% (per Urban Workplace unit)
 Habitable Area Provided: +/- 67% (per Urban Workplace Unit)
 Build to Line: 0'-10'

Parking Required: (5) 1 Bedroom Units x 1 Space = 5 Spaces
 (26) 2 Bedroom Units x 1.5 Spaces = 42 Spaces
 4,144 S.F. of Commercial / 500 S.F. = 8 Spaces
 Total Spaces Required: 55 Spaces

Parking Provided: 18 On-Street Spaces
 18 Off-Street Spaces
 37 Garage Spaces
 73 Total Spaces

Impervious Cover Allowed: 121,532 S.F. (2.79 Acres)
 Impervious Cover Proposed: 69,746 S.F. (1.60 Acres)
 Public R/W and Sidewalk = 15,143 S.F.
 Alley & Parking Pads = 18,597 S.F.
 Buildings = 19,360 S.F.
 Garages = 10,792 S.F.
 Utility Easement Area = 873 S.F.
 Patios = 2,460 S.F.
 Entrance Stoops = 2,041 S.F.

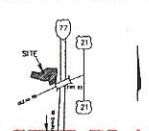
Trash Pick-up: Trash Containers to Be Stored in the Garages & Rolled Out to the Street in Designated Areas As Shown on the Plan.

LINE TABLE:

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
1+00	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+10	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+20	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+30	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+40	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+50	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+60	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+70	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+80	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+90	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
2+00	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
1+00	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+10	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+20	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+30	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+40	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+50	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+60	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+70	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+80	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
1+90	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00
2+00	S 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00

VICINITY MAP:



COMMERCIAL SITE PLAN

APPROVED BY THE TOWN OF HUNTERSVILLE

Jelly C. Neal
 Planning Staff

10/16/01
 Date

ROSEDALE TOWNHOMES
 HUNTERSVILLE, NORTH CAROLINA

DEVELOPED BY
 MEETING STREET HOMES
 301 E. MOREHEAD STREET, SUITE 4
 CHARLOTTE, NC 28202

Design Resource Group
 1230 West Morehead Street, Suite 214
 Charlotte, NC 28208
 704.343.0608 fax 704.358.3093
 www.drgp.com

- Landscape Architecture
- Urban Design
- Civil Engineering
- Land Planning

DRG

CONDITIONAL
 REZONING
 PLAN

REGISTERED PROFESSIONAL ENGINEER
 No. 453
 JUNE 19 2001
 Scale: 1" = 40'
 Date: MAY 10 2001
 Project No.: 078-004
 Revisions:
 JUNE 19 2001 Per Hntbville. Review
 AUGUST 13 2001 Per Hntbville. Review



Town Engineering Rezoning Comment Summary
R24-06 Rosedale Infill (CSP-500027)
9923 Ansonborough Square (PID 01715657)
Huntersville, NC 28078

General Project Information

This proposed rezoning is located within the Rosedale development on Ansonborough Square and consist of four (4) multi-family units. No driveways are proposed from an existing Town or NCDOT road. This development is proposed to be accessed from an existing private alley.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

- 1) A TIA was not required as part of this proposed rezoning due to not meeting trip generation thresholds.

Transportation and Stormwater:

- 1) Applicant is requesting that a 6" sanitary sewer service, four (4) ¾" water services, one (1) 2" water service and a water meter vault be allowed to be installed in an existing public drainage easement due to accessibility to the existing utility mains.
 - a. Engineering staff are in support of the proposed utilities encroaching the public drainage easement given the following:
 - i. The proposed water meter vault is traffic rated, so as not to be damaged if the Town were to access the drainage easement with equipment.
 - ii. Any proposed utilities crossing the existing storm water pipe cross with adequate vertical clearance and at a 90° angle.
 - iii. The property owner and future homeowners understand that the Town is not liable for any damage or disruption in utility service that occurs within the public drainage easement.



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Nathan Farber, Senior Planner

Subject: Public Hearing on Petition #R24-08 General Rezoning

EXPLAIN REQUEST:

Conduct public hearing on Petition #R24-08, a request by Stephen A. McLane to rezone approximately 0.591 acres at parcel #019-311-09 from Corporate Business (CB) to Neighborhood Residential (NR).

ACTION RECOMMENDED:

Public Hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

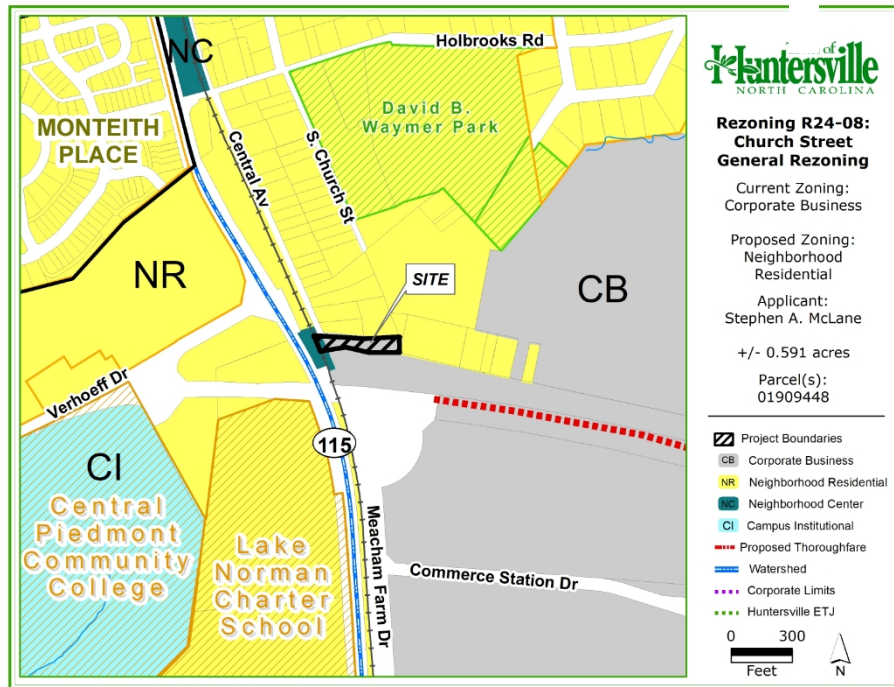
1. R24-08 PH staff report FINAL
2. 1. Application
3. 2. Rezoning Context Map
4. 3. Surveys
5. 4. Deed of Property

Petition R24-08: 12936 S. Church Street General Rezoning

PART 1: PROJECT SUMMARY

Application Summary:

1. Petition #R24-08 is a request by the property owners of Parcel ID 01931109 to rezone 0.591 acres of Parcel ID 01931109 from Corporate Business to Neighborhood Residential.



Applicant: Stephen A. McLane

Property Owner: Same

Property Address: 12936 S. Church Street

Project Size: 0.591 acres

Parcel Numbers:
01909448

Existing Zoning:
Corporate Business (CB)

Proposed Zoning:
Neighborhood Residential (NR)

2. Adjoining Zoning and Land Uses

North: Neighborhood Residential (NR), Single Family Residential.

South: Corporate Business (CB), Currently vacant.

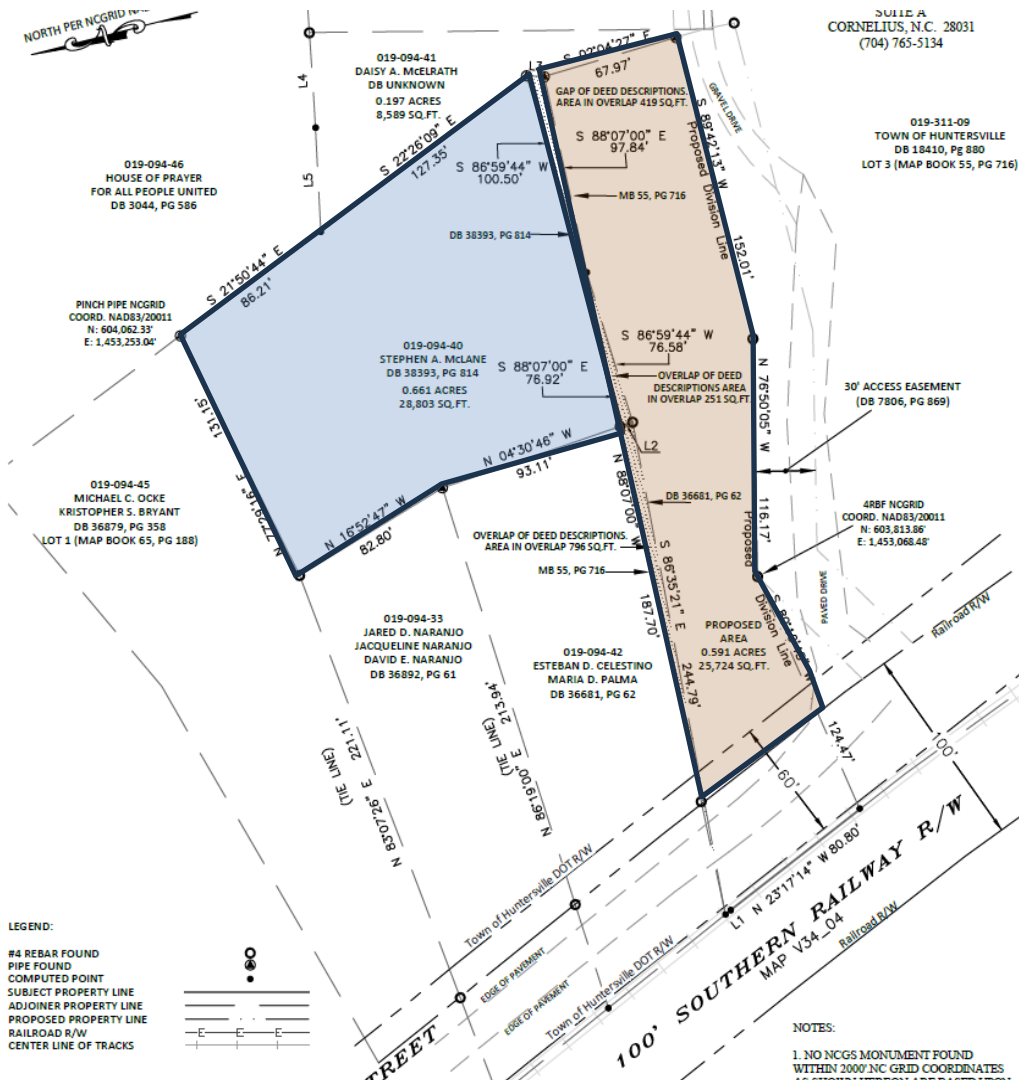
East: Neighborhood Residential (NR), Currently vacant.

West: Neighborhood Center (NC), Commercial

3. The 0.591 acres of Parcel ID 01540105 can be referenced through the attached survey (attachment 3) and the attached Deed (attachment 4).
4. The applicant, Stephen McLane, purchased 0.591 acres of Parcel ID 01540105 from the Town of Huntersville earlier this year to recombine with his existing Parcel ID 01909440. This new parcel has been assigned the Parcel ID 01909448 by Mecklenburg County. Parcel ID 01540105 is Town owned land that was once part of the right-of-way needed for the Verhoeff Drive bridge extension into Commerce Station industrial park, this project was completed in 2012 and the remaining ROW was no longer needed. The applicant submitted an official bid to purchase 0.591 acres on June 17, 2024, and the Town Board later approved this bid.
5. The applicant is proposing a general rezoning to remove Corporate Business so that the future recombined land will be entirely within the Neighborhood Residential zoning district. This will allow the applicant to subdivide the land and permit a new residential structure. Because this is a General Rezoning, the application does not have a

site plan, or any conditions associated with the request. If approved, all uses allowed in the Neighborhood Residential district will be permitted as described in the ordinance. (Article 3.2.4)

Survey of New Parcel:



- The Planning Staff certifies the required notifications were made for the public hearing. Notice was advertised in the Charlotte Observer, adjacent property owner notice post cards were sent and a sign was installed at the subject property per state statute requirements.

PART 2: REZONING/SITE PLAN ISSUES

- Since this is a general rezoning, there are no site specific issues with this rezoning application as there is no site plan attached to the request. Any proposed future development would have to comply with the Neighborhood Residential zoning district and all applicable requirements of the Zoning and Subdivision Ordinances.

- The Huntersville 2040 Plan shows this property is located within the Employment Center district, though it is directly on the edge of the Moderate Density District.

2040 Plan Future Land Use Map



Employment Center

Employment centers contain a mix of uses including office, industrial, and institutional. Modern employment campuses and cutting-edge employers are now incorporating some retail and residential to create a live, work, and play environment. These areas offer workspace where innovation can grow while meeting employee lifestyle needs.



Moderate Density

This area is meant to accommodate a mix of conventional residential subdivisions with larger lots and traditional neighborhood development with a mix of lot sizes, including smaller unit types and occasional attached housing. Average gross density is generally 1-3 units per acre. It may have some smaller-scale commercial or nonresidential activity at key intersections. Exact density of future development should vary based on context and site constraints including potential conflicts with adjacent development, access, and the presence of natural and/or cultural resources.

PART 3: TRANSPORTATION ISSUES

- No Transportation issues.

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”.

STAFF COMMENT – Staff finds the proposed rezoning consistent with the following policies of the 2040 Huntersville Community Plan:

- **Policy LU 2.1 – Higher intensity residential uses will be focused generally within two miles of the I-77/NC-115 corridor and future activity centers in the eastern and western areas of Huntersville’s zoning jurisdiction . STAFF COMMENT:** The property in question is located directly next to the Moderate Density future land use character area and is also about 1 mile east of I-77.

STAFF COMMENT – Staff finds the proposed rezoning not consistent with the following policies of the 2040 Huntersville Community Plan:

- **Policy LU 1.1 – Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans. STAFF COMMENT:** Staff find that the proposed rezoning is not consistent with the Employment Center Land Use Character Area that it is currently located in.

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 overall character of the existing development in the immediate vicinity of the subject property is residential in nature. The uses along S Church Street include single family residential lots. The Neighborhood Residential (NR) district uses established on the subject property would be consistent with the surrounding development. The commercial uses are mainly located south of Verheoff Drive, which makes a good separation between residential and commercial.

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 are no public facility concerns for a general rezoning application. Any traffic impact or public facility needs will be reviewed during the subsequent site plan review for any proposed development.

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 resources.

PART 5: PUBLIC HEARING

The Public Hearing is scheduled for November 4, 2024.

PART 6: STAFF RECOMMENDATION

Staff recommends approval of the rezoning application as the Neighborhood Residential (NR) district is consistent with adjacent development north of Verhoeff Drive. Staff would also recommend updating the Future Land Use Map from Employment Center to Moderate Density in order to be consistent with the surrounding residential properties in the vicinity.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board meeting is scheduled for November 20, 2024.

PART 8: ATTACHMENTS

1. Application
2. Rezoning Map
3. Survey
4. Deed of Property

PART 9: CONSISTENCY STATEMENT – R24-08: 12936 S. Church Street GENERAL REZONING

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning of Petition R24-08, 12936 S. Church Street, Planning Staff finds that the rezoning is consistent with Policy LU 2.1 of the Town of Huntersville 2040 Community Plan. Staff recommends	APPROVAL: In considering the proposed rezoning of Petition R24-08, 12936 S. Church Street, Planning Board finds that the rezoning is consistent with the Town of Huntersville 2040 Community Plan. The Board recommends rezoning the	APPROVAL: In considering the proposed rezoning of Petition R24-08, 12936 S. Church Street, Town Board finds that the rezoning is consistent with the Town of Huntersville 2040 Community Plan. The Board recommends rezoning the property

rezoning the property from Corporate Business (CB) to Neighborhood Residential (NR). It is reasonable and in the public interest to rezone this property because the NR district will be consistent with the character and uses adjacent to the subject property and the entire property would have one zoning district.	property from Corporate Business (CB) to Neighborhood Residential (NR). It is reasonable and in the public interest to rezone this property because...(explain)	from Corporate Business (CB) to Neighborhood Residential (NR). It is reasonable and in the public interest to rezone this property because...(explain)
DENIAL: N/A	DENIAL: In considering the proposed rezoning of Petition R24-08, 12936 S. Church Street, the Planning Board finds that the rezoning is not consistent with the Town of Huntersville 2040 Community Plan. We recommend denial of Rezoning Petition R24-08. It is not reasonable and not in the public interest to rezone this property because..... (Explain)	DENIAL: In considering the proposed rezoning of Petition R24-08, 12936 S. Church Street, the Town Board finds that the rezoning is not consistent with the Town of Huntersville 2040 Community Plan. We recommend denial of Rezoning Petition R24-08. It is not reasonable and not in the public interest to rezone this property because..... (Explain)



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 8/16/24

Name of Project South Church Street NR Rezoning Phase # (if subdivision) _____

Project Address 12936 S. Church Street

Parcel Identification Number(s) (PIN) [REDACTED] 01931109

Current Zoning District CB R04-05 Proposed District (for rezoning only) NR

Property Size (acres) .591 Street Frontage (feet) 67.97

Current Land Use Comercial VACANT - CB R04-05

Proposed Land Use(s) Residential NR

Is the project within Huntersville's corporate limits?
Yes ☒ 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.

☒ [REDACTED] I AM REQUESTING TO REZONE .591 ACRES OF PARCEL 01931109 THAT WAS RECENTLY SOLD TO ME BY THE TOWN.
DEED BOOK #39003 INSTRUMENT#2024075992. FROM CB TO NR

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 Stephen A. McLane Phone 704-577-7339
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: Resident

☒ 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 Stephen A. McLane
Title _____ Email SMCLane@GilbertFoods.com
Address of Applicant 12936 South Church Street Huntersville NC 28078

7. Property Owner (if different than applicant)

*Printed Name _____ Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____
Title _____ Email _____

Address of Property Owner _____

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

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

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
------------------	-----------------	-------	-------

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

Application Information

Date of Application 8/16/24 EPM Number _____
Name of Project S. Church Street Parcel Phase # (if subdivision) _____
Parcel Identification Number(s) (PIN) [REDACTED] 01931109

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

* ^ Printed Name of Signer Stephen A McLane Phone Number 704-577-7339
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) 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 Steph A McLane

Title Owner Email smclane@gilbertfoods.com

Address of Property Owner/Applicant 12936 S. Church Street, Huntersville, 28078

* ^ Printed Name of Signer _____ Phone Number _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

* ^ Printed Name of Signer _____ Phone Number _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

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

Exhibit A

Description of Request-

A portion of Parcel 01931109 was purchased from the town of Huntersville. Zoned Commercial land for the development of overpass bridge and industrial property for South Wire and Pactiv. This parcel was not used for the project.

The portion of Parcel was surveyed and sold to Stephen A Mclane adjacent to parcel 019-094-40 owned by Stephen A Mclane. With the intention of residential rezoning to match existing residential neighborhood.

The proposed combined parcel. Depicting a smaller parcel for 019-094-40 and slightly larger for the newly formed parcel 01931109.

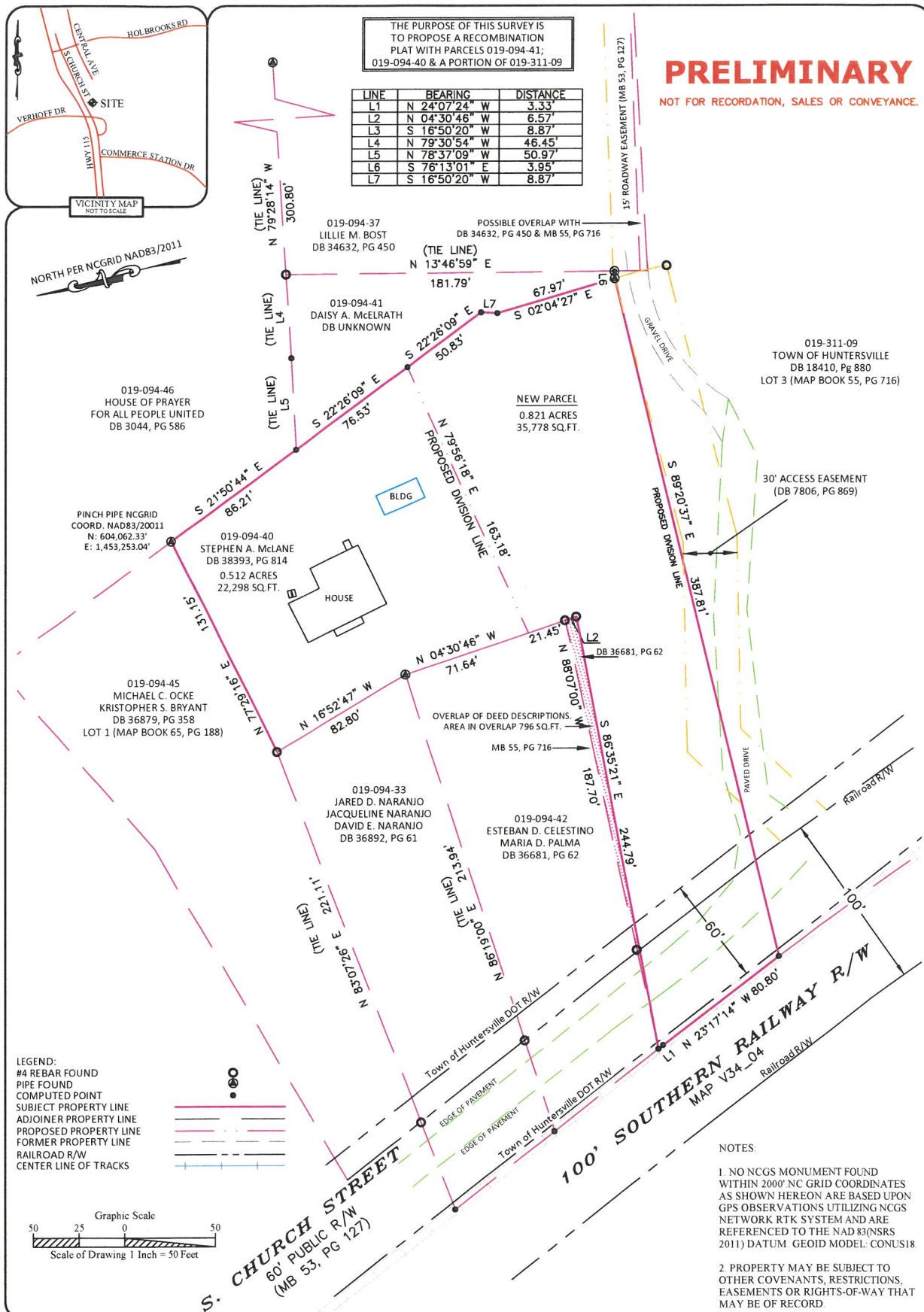
Exhibit B

List of Adjoining property owners with in 250 feet

**Lilli M Bost
Parcel 019-094-37
DB 34632. Pg 450**

**Stephen A Mclane
019-094-40
Db 38393 pg 814**

**Estaban D Celestino
Maria D Palma
DB 36681 pg 62**



Proposed Recombination Survey of 12936 South Church Street



Professional Surveyors, Inc.
18335 Old Statesville Road Ste. A
Cornelius, N.C. 28031
704-765-5134 Phone/Fax
Firm License: C-3666

Property of:
Stephen R. McLane

As Recorded in:
Deed Book 38393, Pg 814

Site Address:
12936 South Church Street
Huntersville, NC 28078
Iredell County

101923-02
Job No.

JML
Prepared By

≥ 1:10,000
Error of Closure

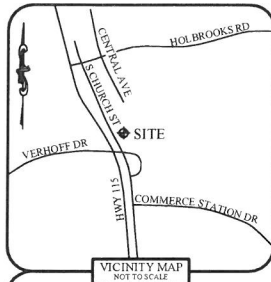
1"=50'
Drawing Scale

019-094-40
Tax Parcel Number

McLane
Drawing File Name

REVISION 1
Sheet Number

8/12/2024
Date



THE PURPOSE OF THIS SURVEY IS
TO DETERMINE THE AREA FOR THE
PROPOSED SALE OF LAND FROM TOWN
OF HUNTERVILLE TO STEPHEN A. McLANE.

LINE	BEARING	DISTANCE
L1	N 24°07'24" W	3.33'
L2	N 04°30'46" W	6.57'
L3	S 16°50'20" W	8.87'
L4	N 79°30'54" W	46.45'
L5	N 78°37'09" W	50.97'

019-094-37
LILLIE M. BOST
DB 34632, PG 450

POSSIBLE OVERLAP WITH
DB 34632, PG 450 & MB 55, PG 716

Digitally Signed by Daryl W. Long
Professional Property Surveyors, Inc. 10/12/23



DARYL W. LONG, P.L.S.
18335 OLD STATESVILLE ROAD
SUITE A
CORNELIUS, N.C. 28031
(704) 765-5134

019-311-09
TOWN OF HUNTERVILLE
DB 18410, PG 880
LOT 3 (MAP BOOK 55, PG 716)

NORTH PER NCGRID NAD83/2011

019-094-46
HOUSE OF PRAYER
FOR ALL PEOPLE UNITED
DB 3044, PG 586

PINCH PIPE NCGRID
COORD. NAD83/20011
N: 604,062.33'
E: 1,453,253.04'

019-094-45
MICHAEL C. OCKE
KRISTOPHER S. BRYANT
DB 36879, PG 358
LOT 1 (MAP BOOK 65, PG 188)

019-094-40
STEPHEN A. McLANE
DB 38393, PG 814
0.661 ACRES
28,803 SQ. FT.

019-094-33
JARED D. NARANJO
JACQUELINE NARANJO
DAVID E. NARANJO
DB 36892, PG 61

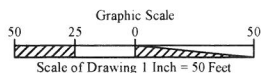
019-094-42
ESTEBAN D. CELESTINO
MARIA D. PALMA
DB 36681, PG 62

30' ACCESS EASEMENT
(DB 7806, PG 869)

4RBF NCGRID
COORD. NAD83/20011
N: 603,813.86'
E: 1,453,068.48'

LEGEND:

#4 REBAR FOUND
PIPE FOUND
COMPUTED POINT
SUBJECT PROPERTY LINE
ADJOINER PROPERTY LINE
PROPOSED PROPERTY LINE
RAILROAD R/W
CENTER LINE OF TRACKS



S. CHURCH STREET
60' PUBLIC R/W
(MB 53, PG 127)

100' SOUTHERN RAILWAY R/W
MAP V34_04
Railroad R/W

NOTES:

1. NO NCGS MONUMENT FOUND
WITHIN 2000' NC GRID COORDINATES
AS SHOWN HEREON ARE BASED UPON
GPS OBSERVATIONS UTILIZING NCGS
NETWORK RTK SYSTEM AND ARE
REFERENCED TO THE NAD 83(NSRS
2011) DATUM. GEOID MODEL: CONUS18

2. PROPERTY MAY BE SUBJECT TO
OTHER COVENANTS, RESTRICTIONS,
EASEMENTS OR RIGHTS-OF-WAY THAT
MAY BE OF RECORD.

3. THE PROPERTY DOES NOT LIE IN A
SPECIAL FLOOD HAZARD AREA PER
FEMA PANEL MAP #3710465000K,
DATED 11/16/2018

4. CONSULT WITH GOVERNING
AGENCY FOR PREVAILING LAND
DEVELOPMENT AND ZONING
REQUIREMENTS PRIOR TO DESIGN OR
CONSTRUCTION OF ANY
IMPROVEMENTS

Proposed Division Line Survey of 12936 South Church Street

 Professional Property Surveyors, Inc. 18335 Old Statesville Road Ste. A Cornelius, N.C. 28031 704-765-5134 Phone/Fax Firm License: C-3666	Property of: Stephen R. McLane		As Recorded in: Deed Book 38393, Pg 814		Site Address: 12936 South Church Street Huntersville, NC 28078 Iredell County	
	101923-02 Job No.	JML Prepared By	≥ 1:10,000 Error of Closure	1"=50' Drawing Scale	019-094-40 Tax Parcel Number	McLane Drawing File Name
					1 of 1 Sheet Number	10/12/2023 Date

CD

Central
Piedmont
Community
College

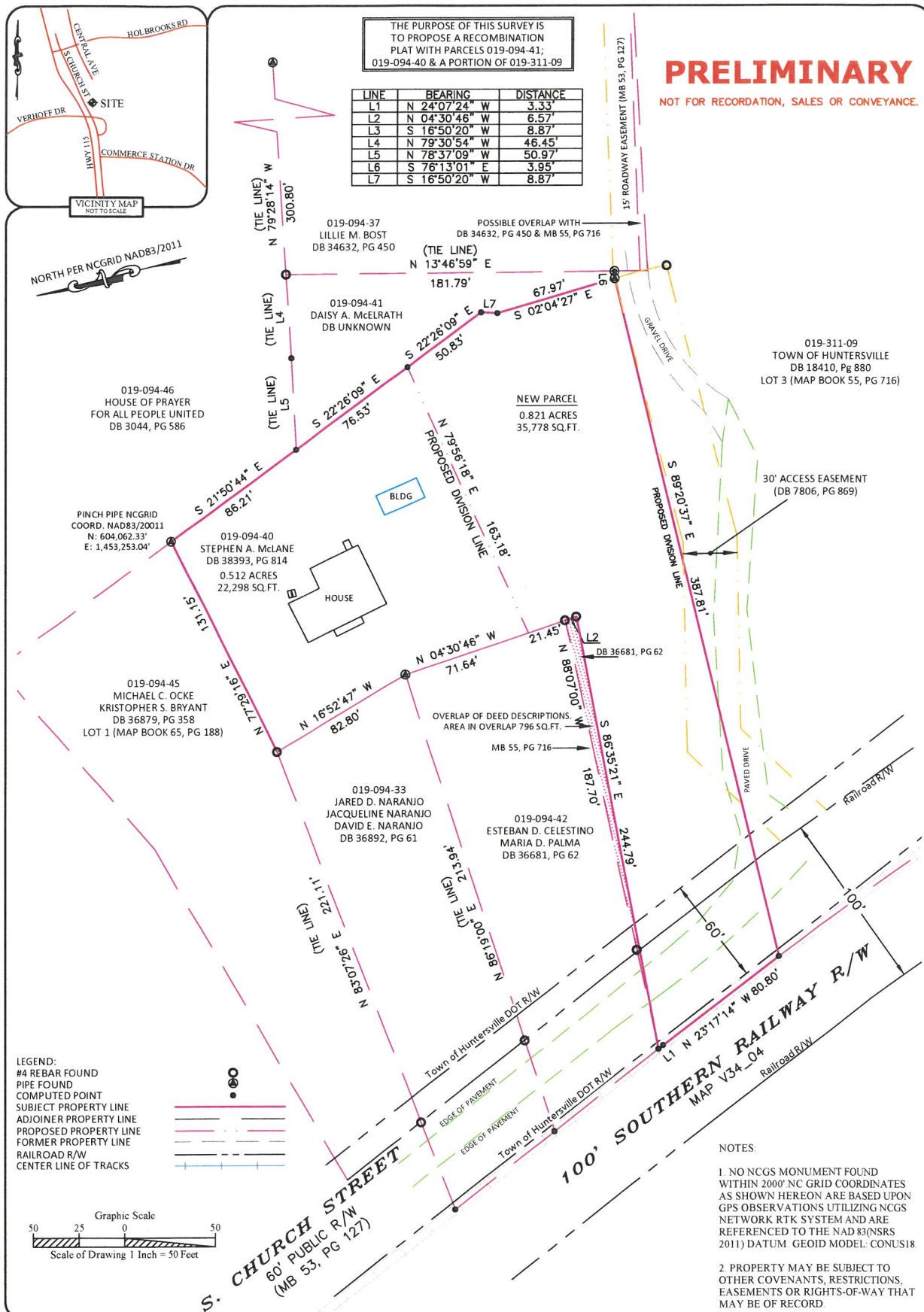
Lake
Norman
Charter
School

REQUESTING MODIFICATION OF ORDINANCE
STANDARD ARTICLE 7.5.3 FOR 80'
VEGETATED BUFFER. GREENWAY WASTE
SOLUTION OWNS NEIGHBORING PARCEL
WHICH PROVIDES ADEQUATE SCREENING.

REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 7.5.3
FOR 80' VEGETATED BUFFER. NO VEGETATION PROVIDED THIS AREA
AS PLANTINGS ARE RESTRICTED IN GAS PIPELINE EASEMENT.

- Thoroughfares**
Proposed Thoroughfare
■ Defined
■ Undefined
- Roads**
Name
■ Everette Keith Road
■ Hambright Road
■ Verhoeff Drive
■ 80' Buffer
- Natural Heritage Elements
■ Natural Heritage Area
- Greenways**
STATUS
● Existing
● Under Construction
● Proposed
● Mooresville to Charlotte Trail (Proposed)
- Bikeways**
■ Bike Lanes - Existing
■ Wide Outside Lane - Existing
■ Bike Lanes - Proposed
■ Wide Paved Shoulder - Proposed
■ Bike Lanes - Future Road
■ Wide Paved Shoulder - Future Road
○ Side Path - Proposed
○ Side Path - Future Road
■ Lake Norman Bike Route
■ Carolina Thread Trail (Proposed)
■ Greenways
○ Carolina Thread Trail (Proposed)
■ Utility ROW
■ Residential Subdivision
■ Farmhouse Cluster
■ Wetlands
■ Stream
- SWIM - Post Const Buffers**
■ 0
■ 30'
■ 35'
■ 50'
■ 100'
■ FEMA Flood Zone
- BFRC Study Area Proposed Road Network**
■ Proposed Collector Street
■ URCSAP Potential Road Network
■ Potential DTSP Connections
■ Road Extension Alternate Alignments
■ Watershed Boundary

0 200 400 Feet



Proposed Recombination Survey of 12936 South Church Street



Professional Property Surveyors, Inc.
18335 Old Statesville Road Ste. A
Cornelius, N.C. 28031
704-765-5134 Phone/Fax
Firm License: C-3666

Property of:
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As Recorded in:
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Site Address:
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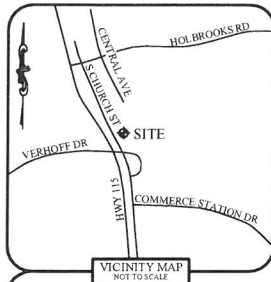
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Digitally Signed by Daryl W. Long
Professional Property Surveyors, Inc. 10/12/23



DARYL W. LONG, P.L.S.
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JACQUELINE NARANJO
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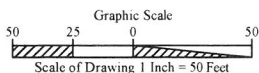
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ESTEBAN D. CELESTINO
MARIA D. PALMA
DB 36681, PG 62

30' ACCESS EASEMENT
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PIPE FOUND
COMPUTED POINT
SUBJECT PROPERTY LINE
ADJOINER PROPERTY LINE
PROPOSED PROPERTY LINE
RAILROAD R/W
CENTER LINE OF TRACKS



S. CHURCH STREET
60' PUBLIC R/W
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100' SOUTHERN RAILWAY R/W
MAP V34_04
Railroad R/W

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101923-02 Job No.	JML Prepared By	≥ 1:10,000 Error of Closure	1"=50' Drawing Scale
		019-094-40 Tax Parcel Number	McLane Drawing File Name
		1 of 1 Sheet Number	10/12/2023 Date

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2024 Aug 13 10:47 AM RE Excise Tax: \$ 57.00
Book: 39003 Page: 40 - 42 Fee: \$ 26.00
Instrument Number: 2024075992

Fredrick Smith

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax:	\$57.00
Parcel ID:	Portion of 01931109
Mail/Box to:	Grantee
Prepared by:	The Town of Huntersville, PO Box 664, Huntersville, NC 28070
Brief description for the Index:	0.591 acre portion of 01931109

THIS SPECIAL WARRANTY DEED ("Deed") is made on the 12 day of August, 2024, by and between:

GRANTOR	GRANTEE
Town of Huntersville A North Carolina Municipal Corporation P.O. Box 664 Huntersville, NC 28070	Stephen Arthur McLane 12936 South Church St Huntersville, NC 28078

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the Town of Huntersville, Mecklenburg County, North Carolina and more particularly described as follows (the "Property"):

See Exhibit A attached hereto for description of the Property.

All or a portion of the Property ☐ includes or ☒ does not include the primary residence of a Grantor.

A map showing the Property is recorded in Map Book __ at Page __.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor shall warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

All valid and enforceable easements, restrictions (including those set forth in Exhibit B), reservations, rights of way and other conditions which may appear in the record chain of title.

NEITHER THE INDIVIDUAL NOR LAW FIRM PREPARER OF THIS INSTRUMENT PERFORMED ANY TITLE EXAMINATION WORK, NOR CONDUCTED OR PARTICIPATED IN ANY CLOSING RELATED TO THE TRANSACTION INVOLVING THIS INSTRUMENT.

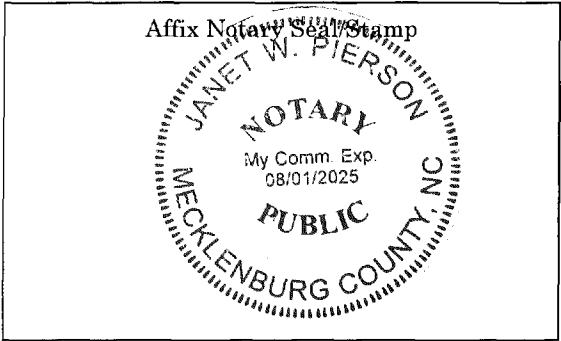
IN WITNESS WHEREOF, Grantor has duly executed this North Carolina Special Warranty Deed, if an entity by its duly authorized representative.

Town of Huntersville
Entity Name

By: Christy Clark
Name: Christy Clark
Title: Town Mayor, Authorized Signer

STATE OF NORTH CAROLINA, COUNTY OF mecklenburg

I, the undersigned Notary Public, certify that the following person(s) personally appeared before me on the 2nd day of August 2024 each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): Christy Clark as Town Mayor/Authorized Signer for the Town of Huntersville.



Janet W. Pierson
Notary Public (Official Signature)
My commission expires: 8-1-2025

EXHIBIT A

Lying and being in Huntersville and Mallard Creek Townships, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a #4 rebar found at NCGRID Coordinate NAD83/20011 N: 603,813.86' E: 1,453,068.48' and running thence S 80-10-45 W 124.47 feet to a computed point, thence N 23-17-14 W 80.80 feet to a computed point, thence N 24-07-24 W 3.33 feet to a computed point, thence S 86-35-21 E 244.79 feet to a piece of # 4 rebar found, thence N 04-30-46 W 6.57 feet to a piece of #4 rebar found, thence S 88-07-00 E 76.92 feet to a computed point, thence S 86-59-44 W 100.5 feet to a pipe found, thence S 16-50-20 W 8.87 feet to a pipe found, thence S 02-04-27 E 67.97 feet to a pipe found, thence S 89-42-13 W 152.01 feet to a piece of #4 rebar found, thence N 76-50-05 W 116.17 feet to that #4 rebar found marking the point of beginning.

The above metes and bounds description is drawn from that certain survey entitled “Proposed Division Line Survey of 12936 South Church Street” dated 10/12/2023 and prepared for Stephen R. McLane.



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Stumptown Rd Extension between NC115 (Old Statesville Road) and Aberfeld Road.

EXPLAIN REQUEST:

Resolution to amend CIP project and submit application to CRTPO for funding of the Stumptown Road Extension Project.

ACTION RECOMMENDED:

Adopt Resolution

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Exhibits - Stumptown Road Ext CRTPO - 11-4-2024 meeting



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AMEND THE CAPITAL
IMPROVEMENT PROGRAM AND APPLY FOR CHARLOTTE REGIONAL
TRANSPORTATION PLANNING ORGANIZATION FUNDING FOR THE STUMPTOWN
ROAD EXTENSION BETWEEN NC115 AND ABERFELD ROAD**

Resolution No. R-2024-35

WHEREAS, the Town of Huntersville has identified and selected the Stumptown Road Extension Between NC115 (Old Statesville Road) and Aberfeld Road, as a project for the CRPTO's 2024 Fall Call for Projects; and

WHEREAS, the Town of Huntersville hired DRMP, Inc to complete the environmental assessment, including 30% plans and cost estimate, used herein for the CRTPO's application requirements; and

WHEREAS, the CRTPO's total funding for the total 2024 Fall Call is \$33,000,000.00, of which \$26,000,000.00 is reserved for roadway projects and where no one project can request more than \$6,500,000.00, which equates to 25% of the roadway projects funding; and

WHEREAS, the total estimated cost of the Stumptown Road Extension Between NC115 (Old Statesville Road) and Aberfeld Road is \$15,257,691 from which the Town of Huntersville is applying for a portion of the total project. The Town is requesting \$6,103,076 from CRTPO and will commit \$9,154,615 of local dollars, which equates to a 60% local match; and

WHEREAS, the Town of Huntersville has amended the FY2025 CIP for the Stumptown Road Extension Between NC115 (Old Statesville Road) and Aberfeld Road attached as Exhibit A; and

WHEREAS, the Town of Huntersville has prepared the commitment letter for the CRTPO application, formally documenting the local match, attached as Exhibit B.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves the Stumptown Road Extension between NC115 (Old Statesville Road) and Aberfeld Road to be submitted for CRTPO funding.
2. The Amendment of the FY 2025 CIP, as show in Exhibit A, is approved.
3. The amount and percentage for local dollars matching, per Exhibit B, is approved.
4. The 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
5. This Resolution shall be effective as of the date of its adoption.

Adopted this 4th day of November, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Exhibit A – Updated Project CIP

PROJECT NAME: Stumptown Road Extension		DEPT: Engineering / Public Works						
PROJECT DESCRIPTION: Project constructs a roadway on new alignment from NC 115/ Stumptown Road intersection to Aberfield Road/Stumptown Road intersection. Roadway would be integral in providing east/west connectivity and remove traffic from NC 115 congested area.		PROJECT COSTS: Project spent to date 9/27/2024 \$ 1,013,837 Remaining to be spent 20,688,854 Total Project costs \$ 21,702,691						
PART A: TOTAL PROJECT BUDG		\$21,702,691.00						
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>Future Years</u>	<u>Total</u>
Planning / Permitting / Design	\$ 883,815	\$ 525,249	\$ -	\$ -	\$ -	\$ -		\$ 1,409,064
Right of Way / Utility Relocation / Construction	-		2,322,575	2,322,575	7,212,107	8,436,271		20,293,527
								-
								-
TOTAL	\$ 883,815	\$ 525,249	\$ 2,322,575	\$ 2,322,575	\$ 7,212,107	\$ 8,436,271	\$ -	\$ 21,702,591
PART B: FUNDING SOURCES								
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>Future Years</u>	<u>Total</u>
General Fund Appropriation	\$ 1,834,058	\$ -	\$ -	\$ 1,290,089	\$ -	\$ -		\$ 3,124,147
General Obligation Bonds - <u>2024 Bonds</u>	-	-	1,598,000		-			1,598,000
General Obligation Bonds - <u>2028 Bonds</u>					5,721,367			5,721,367
Other(Describe) <u>CRTPO</u> Funding 2022		-	1,732,000		3,424,000			5,156,000
Other(Describe) <u>CRTPO</u> Funding 2024				1,066,060		5,037,017		6,103,076
TOTAL	\$ 1,834,058	\$ -	\$ 3,330,000	\$ 2,356,149	\$ 9,145,367	\$ 5,037,017		\$ 21,702,590

Exhibit B – Letter of Commitment



Date: October 28, 2024

To: Ms. Jennifer Stafford
Project Development Planner
Charlotte Regional TPO

From: Anthony Roberts
Town Manager – Town of Huntersville

SUBJECT: Local Match Commitment
2024 Fall Call for New and Shortfall Projects
Stumptown Road Extension between NC115 (Old Statesville Road)
and Aberfeld Road

In submitting this application package for Stumptown Road Extension between NC115 (Old Statesville Road) and Aberfeld Road, the Town of Huntersville would like to formally document its commitment of \$9,154,615 toward delivery of the proposed project which equates to 60% of the \$15,257,691 total cost. It is our understanding this commitment, of over 50%, would result in the award of 25 points within the evaluation criteria.

The Huntersville Town Board action is anticipated to take place on November 4, 2024 committing the \$9,154,615 of local funds with both a specific action item as well as the formal adoption of the Town's CIP identifying this matching amount. It is anticipated that the source of local matching funds will be from Bond Funds.

The Town of Huntersville considers the Stumptown Road Extension between NC115 and Aberfeld Road a priority project to reduce and enhance both motorized and non-motorized travel in this area.

Thank you for the opportunity to submit this package for consideration. Should additional information be needed, please let us know.

Anthony Roberts
Town Manager

Pattie McGinnis
Finance Director

Engineering&PublicWorks

Post Office Box 664 • 105 Gilead Road, Suite 300 • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org



Request for Board Action

November 4, 2024

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Oliver Hager Road Extension

EXPLAIN REQUEST:

Resolution to amend CIP project and submit application to CRTPO for funding of the Oliver Hager Road Extension.

ACTION RECOMMENDED:

Adopt Resolution.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Oliver Hager Road Ext Resolution - 11-4-2024



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AMEND THE CAPITAL
IMPROVEMENT PROGRAM AND APPLY FOR CHARLOTTE REGIONAL
TRANSPORTATION PLANNING ORGANIZATION FUNDING FOR THE OLIVER HAGER
ROAD EXTENSION PROJECT**

Resolution No. R-2024-36

WHEREAS, the Town of Huntersville has identified and selected the Oliver Hager Road Extension Project, as a project for the CRPTO's 2024 Fall Call for Projects; and

WHEREAS, the Town of Huntersville hired STV Inc., Inc. to complete a preliminary traffic analysis, concept sketch, and cost estimates, used herein for the CRTPO's application requirements; and

WHEREAS, the CRTPO's total funding for the total 2024 Fall Call is \$33,000,000.00, of which \$26,000,000.00 is reserved for roadway projects and where no one project can request more than \$6,500,000.00, which equates to 25% of the roadway projects funding; and

WHEREAS, the total estimated cost of the this portion of the Oliver Hager Road Extension Project is \$6,061,902 from which the Town of Huntersville is applying for a portion of the total project. The Town is requesting \$3,030,951 from CRTPO and will commit \$3,030,951 of local dollars, which equates to a 50% local match; and

WHEREAS, the Town of Huntersville has amended the FY 2025 CIP for the Oliver Hager Road Extension Project attached as Exhibit A; and

WHEREAS, the Town of Huntersville has prepared the commitment letter for the CRTPO application, formally documenting the local match, attached as Exhibit B.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves the Oliver Hager Rd Extension Project to be submitted for CRTPO funding.
2. The Amendment of the FY 2025 CIP, as show in Exhibit A, is approved.
3. The amount and percentage for local dollars matching, per Exhibit B, is approved.
4. The 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 R-2024-36
5. This Resolution shall be effective as of the date its adoption.

Adopted this 4th day of November, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Exhibit A – Updated Project CIP

PROJECT NAME: Birkdale Commons Ext to Oliver Hager				DEPT: Engineering and Public Works			
PROJECT DESCRIPTION: Extend Oliver Hager Road south from the future end of realigned Oliver Hager Road to future Birkdale Commons Parkway Extension. Extend Birkdale Commons Parkway from current end near Tigers Paw Road to future Oliver Hager Road. Section to include bike and pedestrian accomodations. Future intersection of Oliver Hager at Birkdale Commons Parkway may be a roundabout.				PROJECT COSTS:			
				Project spent to date - 1/31/2024			\$ -
				Remaining to be spent			6,061,872
				Total Project costs			<u>\$ 6,061,872</u>
PART A: TOTAL PROJECT BUDGET				\$6,061,872			
DESCRIPTION/DETAIL	FY26	FY27	FY28	FY29	FY30	Future	Total
Design / Right of Way / Utility Relocation / Construction	\$ 405,931	\$ 405,931	854,130	\$ 854,129	1,770,876	\$ 1,770,875	\$ 6,061,872
				-			\$ -
						-	\$ -
							\$ -
							\$ -
TOTAL	\$ 405,931	\$ 405,931	\$ 854,130	\$ 854,129	\$ 1,770,876	\$ 1,770,875	\$ 6,061,872
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	FY26	FY27	FY28	FY29	FY30	Future	Total
General Fund Appropriation	\$ 405,931	\$ -	\$ 854,130	\$ -	\$ 1,770,876	\$ -	\$ 3,030,937
Future debt instrument							
Special Revenue Funds-Designated							
Other(Describe) - CRTPO 2024	405,931		854,129		1,770,875		3,030,935
TOTAL	\$ 811,862	\$ -	\$ 1,708,259	\$ -	\$ 3,541,751	\$ -	\$ 6,061,872

Exhibit B – Letter of Commitment



Date: October 28, 2024

To: Ms. Jennifer Stafford
Project Development Planner
Charlotte Regional TPO

From: Anthony Roberts
Town Manager – Town of Huntersville

SUBJECT: Local Match Commitment
2024 Fall Call for New and Shortfall Projects
Oliver Hager Road Extension Project

In submitting this application package for Oliver Hager Road Extension, the Town of Huntersville would like to formally document its commitment of \$3,030,951 toward delivery of the proposed project which equates to 50% of the \$6,061,902 total cost. It is our understanding this commitment of 50% would result in the award of 25 points within the evaluation criteria.

The Huntersville Town Board action is anticipated to take place on November 4, 2024 committing the \$3,030,951 of local funds with both a specific action item as well as the formal adoption of the Town's CIP identifying this matching amount. It is anticipated that the source of local matching funds will be from Bond Funds.

The Town of Huntersville considers the Oliver Hager Road Extension a priority project to reduce and enhance both motorized and non-motorized travel in this area.

Thank you for the opportunity to submit this package for consideration. Should additional information be needed, please let us know.

Anthony Roberts
Town Manager

Pattie McGinnis
Finance Director

Engineering&PublicWorks

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