

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
January 7, 2025 - 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. Adopt Resolution to approve Task Order for Professional Engineering Services with STV Engineers, Inc. *(Stephen Trott)*
 - 8.B. Adopt Resolution to approve Task Order for Professional Engineering Services with RS&H, Inc. *(Stephen Trott)*
 - 8.C. Adopt Resolution to acquire right-of-way and/or easements necessary for the construction of the Seagle Street and Westwick Lane Project. *(Stephen Trott)*
 - 8.D. Adopt Resolution to acquire right-of-way and/or easements necessary for the construction of the Beatties Ford at McCoy Road Project. *(Stephen Trott)*
 - 8.E. Adopt Resolution to accept Bud Henderson Sidewalk Construction Contract. *(Kevin Fox)*

- 8.F. Approve First Amended and Restated Agreement for Solid Waste Collection (second reading). (*Kevin Fox*)
- 8.G. Call a public hearing for Tuesday, February 4, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-11, a request by DDRTC Birkdale Village, LLC to rezone +/- 12.36 acres at 8710 Lindholm Drive from Highway Commercial Conditional District to Highway Commercial Conditional District for Commercial, Hotel, Office, & Multi-family uses. (*Brian Richards*)
- 8.H. Call a public hearing for Tuesday, February 4, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-14, a request by Linda Long to rezone +/- 64.5 acres located at 12705 Commerce Station Drive from Corporate Business to Corporate Business Conditional District. The purpose of the rezoning is to develop an industrial and flex space warehouse development. (*Brad Priest*)
- 8.I. Call a public hearing for Tuesday, February 4, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-16, a request by Cottage Properties of Lake Norman, LLC to rezone +/- 8.77 acres located at 15533, 15513, and 15501 NC HWY 73 from General Residential to Neighborhood Residential Conditional District. The purpose of the rezoning is to develop a single family residential development. (*Brad Priest*)
- 8.J. Call a public hearing for Tuesday, February 4, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #ANNEX 24-03, a request by the Paul and Ruth Walters Family, LLC, for the contiguous annexation of parcels identified as Courtyards at Walters Farm. (*Rebecca Bleich*)

9. Public Hearings

- 9.A. Conduct public hearing on Petition #R24-10 Merancas Fire Training Facility, a request by Central Piedmont Community College to rezone +/- 5.28 acres located on Old Verhoeff Drive from Neighborhood Residential and Campus Institutional to Special Purpose - Conditional District for a fire training facility. (*Jesse James*)
- 9.B. Conduct public hearing on Petition #R24-07, a request by the property owners to rezone +/- 106 acres located east of the intersection of Hambright Road and Everett Keith Road from Transitional Residential to Neighborhood Residential Conditional District. The purpose of the rezoning is to develop a single family detached and attached house subdivision. (*Brad Priest*)

10. Other Business

- 10.A. Consider decision on Petition #R24-09 Town Center General Rezoning, a request by Derong Huang and Franklin Lowry to rezone +/- 1.089 acres located at 115 and 117 Gilead Road from Neighborhood Residential District to Town Center District. (*Brian Richards*)

10.B. Consider adopting Resolution authorizing upset bid process for parcels 01903310, 01903306, and 01903315.

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

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Task Order for Professional Engineering Services Resolution

EXPLAIN REQUEST:

Resolution to approve task order for professional engineering services with STV Engineers for the Huntersville-Concord Road Roadway Improvements Project.

ACTION RECOMMENDED:

Approve resolution.

FINANCIAL IMPLICATIONS:

Bond Fund.

ATTACHMENTS:

1. Task Order - HC at Warfield - 12.9.24



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO APPROVE TASK ORDER FOR
PROFESSIONAL ENGINEERING SERVICES WITH STV ENGINEERS, INC.**

Resolution No. R-2024-43

WHEREAS, the Town issued a Request for Qualifications ("RFQ") on December 2, 2022, for On-Call professional engineering services; and

WHEREAS, STV Engineers Inc. was awarded a contract as part of that RFQ; and

WHEREAS, the Town has received the attached task order from STV Engineers, Inc.; and

WHEREAS, the Town desires to approve the task order with STV Engineers, Inc. for the prescribed services;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board approves the Task Order with STV Engineers, Inc. for professional engineering services (the "Task Order") attached hereto as Exhibit A.
2. The Board authorizes the Town Manager for the Town of Huntersville to execute the Task Order on behalf of the Town.
3. The Board authorizes the Town Manager to, on the advice of counsel, to take any actions necessary to execute the provisions of this resolution.
4. This Resolution shall be effective as of the date its adoption.

Adopted this 7th day of January, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

SCOPE OF SERVICES

for

HUNTERSVILLE-CONCORD ROAD ROADWAY IMPROVEMENTS

Located in

HUNTERSVILLE, NC

November 8, 2024

PROJECT DESCRIPTION

The Town of Huntersville (TOWN) desires to improve Huntersville-Concord Rd between Walters St to 2nd St. This scope of services covers Task 1 which includes traffic analysis, concept development, and preparation of feasibility level cost estimates. The project will be wholly funded with TOWN funds.

A. PROJECT MANAGEMENT

- (1) Invoices – Prepare monthly invoices to the TOWN
- (2) Coordination Meetings - bi-weekly conference call with the consultant team
- (3) Monthly progress reports
- (4) Facilitate meetings with the TOWN as further defined in the scope
- (5) Coordination with various disciplines and sub-consultants to drive project to completion
- (6) QA/QC Documentation – Perform regular on-going review of QA/QC activities on the project

Assumptions/Exclusions:

The project schedule from Notice to Proceed to final deliverable is approximately 6 months.

It is assumed that meetings with the TOWN will be virtual.

B. TRAFFIC ANALYSIS

(1) Traffic Volume Development

STV's subconsultant Quality Counts will provide 16 hour turning movement counts for the following locations:

- Huntersville-Concord Road at 2nd St

- Huntersville-Concord Road at 1st St
- Huntersville-Concord Road at Warfield Ave
- Huntersville-Concord Road at Walters St
- Huntersville-Concord Road at Main St
- Huntersville-Concord Road at Church St

A 48 hour classification count will also be provide along Huntersville-Concord Road between 1st St and Warfield Avenue.

STV will also request any existing traffic counts from the Town to supplement the turning movement counts provided by Quality Counts. NCDOT AADT data and information from nearby approved developments will also be used in volume forecasting efforts of multiple improvement concepts for the study intersections. The baseline volume estimates will include design data (design hour, directional, and heavy vehicle) factors for AM and PM peak hours. Development of the design data will primarily be based on field data (provided by the Town) and will consider “typical” ranges of values and judgment. The baseline estimates will then be projected to a 2050 horizon year forecast scenario. The volume forecast will be based off research of the following data sources:

- AADT Data
- The Metrolina Regional Model
- Approved development TIAs

Upon review of the various data sources, a draft traffic forecast memorandum will be developed. The forecast will include a narrative regarding methodology as well as appropriate figures/forecast diagrams. The report will generally follow the NCDOT templates for the diagrams and associated tables. STV will provide draft documentation for client review. Upon client acceptance, STV will incorporate the forecast within the Traffic Operations Analysis memorandum detailed in the following section.

Deliverables:

Traffic Forecast Memorandum

(2) Traffic Operations Analysis

Using the information as concluded as a part of the traffic forecast, a traffic operations analysis will be performed for the following scenarios during AM and PM peak hours:

- 2024 Base Year No-Build Conditions
- 2050 Future Year No-Build Conditions
- 2050 Future Year Build Conditions

STV will analyze the intersections of:

- Huntersville-Concord Road at 2nd St
- Huntersville-Concord Road at 1st St
- Huntersville-Concord Road at Warfield Ave
- Huntersville-Concord Road at Walters St
- Huntersville-Concord Road at Main St

- Huntersville-Concord Road at Church St

Multiple improvement scenarios will be analyzed at each location:

- Traditional 3-Lane widening on Huntersville-Concord Rd
- Traditional roundabout at Warfield Ave
- Peanut or Oval About at Warfield Ave/Walters St

The analysis will be conducted using TransModeler microsimulation software. Measures of Effectiveness (MOEs) for the study intersections will include level of service (LOS), delay, as well as average and maximum queue lengths by lane group. Additionally, SIDRA analysis will be performed at the study intersections to further examine the results reported from the microsimulation analysis. A Traffic Operations Analysis memorandum will be drafted to summarize the results and recommendations.

Deliverables:

Traffic Operations Memorandum

(3) Crash Analysis

STV will perform a crash analysis using NCDOT TEAAS software for the study intersections. Available crash data from the most recent five-year history will be compiled. It is assumed that the intersection analysis report will be provided to include an area for up to 150 feet along each approach of the study intersections.

STV will review and summarize the crash data within the traffic operations memorandum and will identify any noted crash patterns that necessitate mitigation efforts to be included within the overall study recommendations.

Deliverables:

Crash Analysis to be included in Traffic Operations Memorandum

(4) Meetings

Two (2) STV traffic staff member will attend up to three (3) meetings with Town staff. These meetings are anticipated to be held virtually. In addition, STV traffic staff will be represented in internal coordination meetings as the project progresses. STV will also provide one (1) staff member to attend a public information session (if necessary).

Assumptions/Exclusions:

No additional intersections, peaks, or scenarios to be analyzed beyond what is referenced herein

No additional traffic counts are anticipated to be necessary

C. PLANNING - ROADWAY

- (1) STV will develop concepts for up to three alternatives. It is anticipated that STV will:

- 1) Prepare design criteria and preliminary typical sections for review by the TOWN
- 2) Study the intersection configurations/corridor options and discuss findings with the TOWN
 - i) Traditional 3 lane widening
 - ii) Traditional roundabout at Warfield Ave
 - iii) Peanut or Oval About at Warfield Ave/Walters St – Depends on traffic analysis
- 3) Develop 3 feasibility level cost estimates, including construction and utilities.

(2) For the 3 Concepts, the following applies:

- (a) Concepts will include horizontal alignment, vertical profile, and cross sections.
- (b) Concepts will be developed using survey, aerial, and GIS mapping.
- (c) Concepts will indicate centerline, edge of pavement, curb and gutter, sidewalk, existing ground line, proposed ground line, and preliminary slope stake lines.
- (d) Concepts will be presented on 50 scale color roll plots.
- (e) STV will coordinate with RK&K about Walters St extension.

Deliverables:

Design criteria and typical sections

Roll plot of the Concepts at 50 scale (pdf)

Feasibility level cost estimates for 3 alternatives including construction and utility estimates. Town will provide ROW estimate based on ROW/easement areas provided by STV.

KMZ Files for 3 alternatives

Color enhanced roll plot for use on Town website.

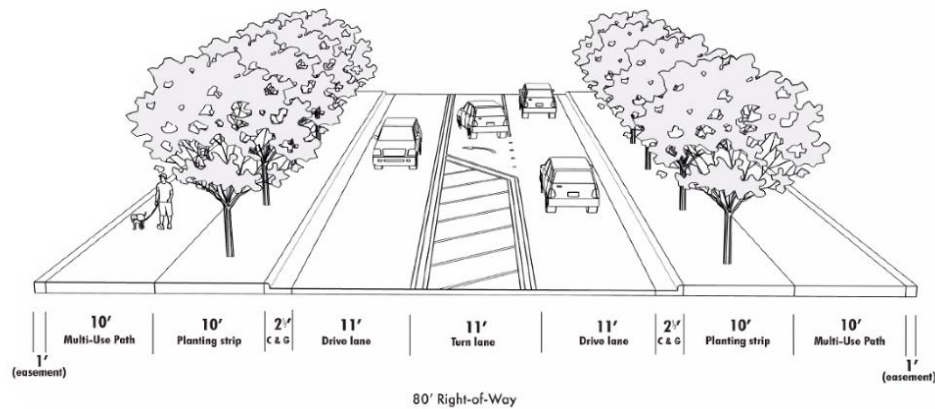
Assumptions/Exclusions:

The study area will be as shown in Appendix A.

Cross Sections will not be delivered but will be used for slope stakes.

Desired typical section subject to change depending on tradeoffs.

Town will complete ROW estimate.



Adjacent Projects Exist

- *Two new developments within/near project limits – Vermillion Village – traffic study is available, doing work on Huntersville-Concord to possibly include culvert to the northeast of 2nd St*
- *Main St recently completed – Church St doesn't cross RR anymore – Lora to provide plans*
- *Walters St (by RKK) is being scoped (north of Huntersville-Concord)*
- *Walters St will be extended south of Huntersville-Concord at some point*

Design vehicle: WB-62FL (NCDOT facility + large trucks regularly use this thoroughfare to reach Metrolina Greenhouse)

Project will attempt to avoid culvert northeast of 2nd St.

D. PLANNING – HYDRO

- (1) STV will perform a desktop and in-person site evaluation of the existing hydraulic conditions of the study area.
- (2) STV will assemble a technical memo summarizing the site evaluation and provide any design recommendations as necessary. This information will aid in the development of the feasibility construction estimates.

Assumptions/Exclusions:

Project will attempt to avoid culvert northeast of 2nd St. If culvert is impacted, a supplemental will be needed for further analysis.

E. ENVIRONMENTAL

Preliminary Wetlands Determination & Environmental Screening

- (1) A preliminary determination of the approximate boundaries of jurisdictional waters of the U.S., including wetlands and streams, will be performed in the project corridor.

Potential wetland areas will be defined using the Routine On-Site Determination method as described in the 1987 "Corps of Engineers Wetlands Delineation Manual" and corresponding Regional Supplement.

- (2) Prior to the field visit, a literature review will be completed including but not limited to the following sources & databases: National Wetlands Inventory mapping, Natural Resources Conservation Service hydric soils, USGS, National Hydrography Dataset, and various aerial mapping and digital elevation models.
- (3) During field review efforts, a Global Positioning System (GPS) capable of subfoot accuracy will be utilized to obtain reference points for potential wetlands, streams, and/or other notable natural resources features on site. A brief memo of findings will be prepared. Based on a cursory literature review, wetlands and streams are not anticipated in the project corridor.

Deliverables:

Map depicting the findings of the literature and field review.

GPS data file of reference points.

Assumptions:

In the event potential waters of the U.S. are in the project corridor and may be impacted by the proposed improvements, then additional services for wetland delineations and Section 404 permitting may be required.

F. PLANNING - UTILITY COORDINATION (JARRETT ENGINEERING)

- (1) Utility Analysis
 - (a) Review concepts, profiles, cross sections and other information provided and mark up plans to indicate all known utilities to help determine potential utility conflicts.
 - (b) Contact all known utility owners in the project area and obtain copies of any available utility as-built drawings.
 - (c) Determine which utility companies, if any, have prior rights of way/compensable interest and who is financially responsible for the relocation of utilities that are in conflict.
 - (d) A Utility Matrix will be prepared which identifies all known utilities and lists all known and potential utility conflicts. The utility matrix will show utility contact name, telephone numbers and email information.
 - (e) Make an on site field inspection, with affected utility owner representatives, and verify that all utilities within the project are accurately shown on the plans.

(f) Provide a conceptual estimate of relocation costs.

(g) Provide a utility summary memorandum for concepts.

Deliverables:

Utility Matrix

Utility Relocation Cost Estimate

Utility Tech Memo, identifying planning level utility relocation impacts

G. SURVEY (SURVEY & MAPPING CONTROL, INC)

- (1) Corridor Limits: Survey shall cover a minimum of: (Refer to survey area map, see Appendix A).
 - (a) 75' measured from the centerline on both sides of Huntersville-Concord Rd. (150' x 2200' corridor) from N. Church St. to Hill St. See Appendix A.
 - (b) 75' measured from the centerline on both sides of Warfield Ave. (150' x 325' corridor).
 - (c) All of Parcel 403 Huntersville-Concord Rd.
- (2) Survey shall locate horizontally and vertically all existing curb and gutter, and sidewalk as shown on survey area map.
- (3) Survey elevations along the road centerlines, edge-of-pavement and curb (both sides) Approx. roadway length(s) = 2,500'
- (4) Survey shall locate all sewer and storm features (boxes, pipes, and culverts, etc.) and identify invert/rim elevations. Approx. storm structures = 30
- (5) Survey all horizontal subsurface utilities including sanitary sewer (incl. Inverts, rim elev., size), storm sewer, water, gas fiber optic, communication lines, overhead electric (incl. Poles, guy wires, est. direction of wires. Approx. SS structures = 14 (Note: Surveyor to contract TWT for delineation of underground utilities for capture)
- (6) Survey all minor and major features within red outlined area (approx. 8.5 Acres) including: driveways, steps, sidewalks, walls, signs, ornamental trees of any size, trees greater than/equal to 6" (note size and variety), property irons, planters, any minor yard inlets. Forested areas are to be delineated with tree line only. All Heritage trees to be classified and mapped.
- (7) Perform Property Deed Research and provide property information within the highlighted area including: homeowner name, tax parcel info., address, all recorded easements (incl. storm drain, utility, sidewalk, etc.), and right-of-way (w/ width labeled). Locate adequate property irons for plat compilation and rotation. NOTE: This is not a boundary survey. Property units based on 40 parcels.
- (8) Survey all buildings within red outlined area including: first floor elev. and structure corners. Property units based on 40 parcels. Note: If clouded area goes through the front of a structure, the intent is to survey the front of structure only.
- (9) Survey shall be submitted in NCDOT Cadd Standards.

Deliverables:

3D point, breakline data in AutoCAD drawing file format with one-foot contour topographic mapping at 1"=50' scale

H. TECHNICAL SPECIFICATIONS, QUANTITIES, COST ESTIMATE

(1) Design will conform to the following:

- (a) Concepts will meet PROWAG standards. PROWAG detail sheets will be included in a future scope of work
- (b) TOWN Standards
- (c) NCDOT 2024 Standard Specifications
- (d) NCDOT 2024 Roadway Standard Drawings
- (e) NCDOT Roadway Design Manual
- (f) 2018 AASHTO's A Policy on Geometric Design of Highways and Streets (Green Book)
- (g) NCDOT's "Guidelines for Drainage Studies and Hydraulic Design"

I. REGULATORY REVIEWS AND PERMITS

Agency

Type of Review/Permit

TOWN

All design plans

Appendix A

Approximate Study Area

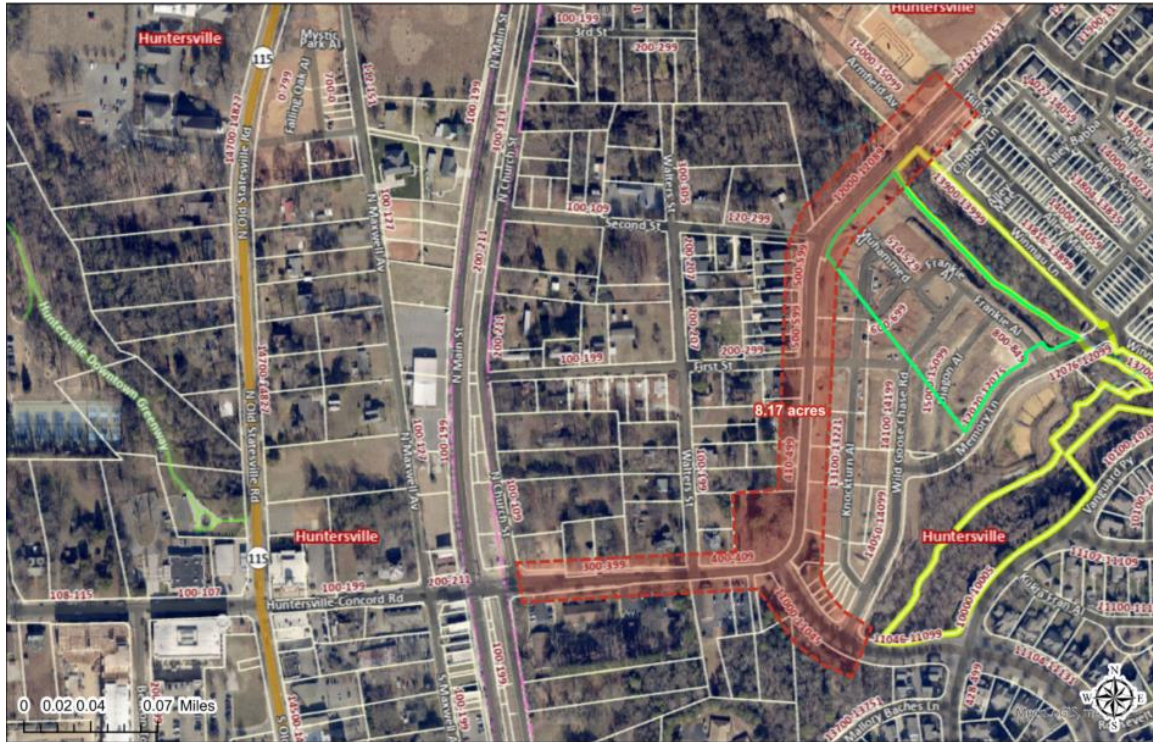


EXHIBIT D

FIRM'S FEE SCHEDULE



ESTIMATE OF PROFESSIONAL SERVICES SUMMARY PAGE

STV Proposal or Job Number: 0084300

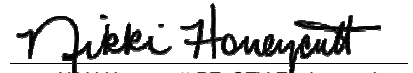
Client Job Number: _____

Project Description/Location: Huntersville-Concord Rd Improvements

Client: Town of Huntersville

Client Project Manager: Lora Mastrofrancesco

Item	Budgeted Costs	Other Dir. Costs	Subconsult.	Grand Total
Project Management	\$ 32,100.00	\$ 53.50	\$ -	\$ 32,153.50
Traffic Forecast/Capacity Analysis/Crash Analysis	\$ 71,950.00	\$ 67.00	\$ 4,205.00	\$ 76,222.00
Planning - Roadway	\$ 73,280.00	\$ 103.50	\$ 102,685.00	\$ 176,068.50
Planning - Hydro	\$ 10,180.00	\$ 34.50	\$ -	\$ 10,214.50
Environmental	\$ 5,370.00	\$ 235.50	\$ -	\$ 5,605.50
	\$ -	\$ -	\$ -	\$ -
	\$ 192,880.00	\$ 494.00	\$ 106,890.00	300,264.00
			GRAND TOTAL	\$ 300,300.00


Nikki Honeycutt PE, STV Engineers, Inc.

11/8/2024

Town of Huntersville

Anthony Roberts-Town Manager Date

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

Pattie McGinnis - Director of Finance Date

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Task Order for Professional Engineering Services

EXPLAIN REQUEST:

Resolution to approve task order for professional engineering services with RS&H, Inc. for Multi-Use Path (MUP) Projects along NC 115.

ACTION RECOMMENDED:

Approve Resolution.

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. Town_of_Huntersville_NC_115_Project_TO_5_Sco



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO APPROVE TASK ORDER FOR
PROFESSIONAL ENGINEERING SERVICES WITH RS&H, INC.**

Resolution No. R-2024-44

WHEREAS, the Town issued a Request for Qualifications ("RFQ") on December 2, 2022, for On-Call professional engineering services; and

WHEREAS, RS&H, Inc. was awarded a contract as part of that RFQ; and

WHEREAS, the Town received the attached task order from RS&H, Inc. for professional engineering services; and

WHEREAS, the Town desires to approve the task order with RS&H, Inc. for the prescribed services;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board approves the Task Order with RS&H, Inc. for professional engineering services (the "Task Order") attached hereto as Exhibit A.
2. The Board authorizes the Town Manager for the Town of Huntersville to execute the Task Order on behalf of the Town.
3. The Board authorizes the Town Manager to, on the advice of counsel, to take any actions necessary to execute the provisions of this resolution.
4. This Resolution shall be effective as of the date its adoption.

Adopted this 7th day of January, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Task Order 5 – NC 115 MUP Projects

Town of Huntersville MUP Construction Projects along

NC 115

RS&H Architects-Engineers-Planners, Inc. (RS&H) Task Order for On-Call Engineering and Surveying Services

Services	Fee Type	Fee
MUP Design	Cost Plus	\$210,000.00
Surveying	Lump Sum	\$148,000.00
Total		\$358,000.00

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this 8th day of May, 2023.

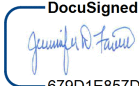
Firm

Town of Huntersville

Name: RS&H Architects- Engineers-Planners, Inc.

Name of Firm (type or print)

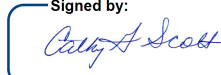
Town Manager

DocuSigned by:

 By: 679D1E857D98415...
 (Signature) 12/16/2024

Attest: _____
 Town Clerk

Title: Vice President

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

Signed by:

 Attest: D4B7ECDE77E84D2
 (Secretary, if a corporation) 12/16/2024

Finance Director

Asst. Corp. Secretary

This Task Order was executed under the Contract for On-Call Engineering and Survey Services with RS&H dated May 8, 2023.

**Scope of Services for
Town of Huntersville MUP Construction Projects along
NC 115**

Task Order No. 5

Project Overview

The Town of Huntersville (Town) proposes to construct 6 multiuse paths along the west side of NC 115 from S Main St. to Damson Dr.

RS&H Architects-Engineers-Planners, Inc. (RS&H) will provide the design services for the Town as described below. These services will be performed in accordance with all applicable Town, state, and federal laws and regulations and the terms specified in the Contract for Professional Engineering Services between the Town and RS&H executed on May 8, 2023.

Task Order 5 consists of final surveying, 30% plans, ROW plans and finals plans. The anticipated duration of this task order is 12 months and will be a cost plus for design and a lump sum contract for surveying. The following elements are included in this scope of services and described in detail in the following sections:

- A. Surveys (ESP)
- B. Roadway Design (RS&H)
- C. Drainage Design (RS&H)
- D. Erosion Control (RS&H)
- E. Traffic Control (RS&H)
- F. Utility Coordination (RS&H)
- G. Administration and Coordination (RS&H)



A. Surveys (ESP)

See Attachment A.

B. Roadway Design

RS&H will prepare roadway design plans for major milestone deliverables (30%, ROW and 100%) on plan sheets at a scale of 1"=50' horizontal. Cross sections will be produced at 25-foot intervals (including one at each driveway location), with a horizontal and vertical scale of 1"=10'. Profiles and cross sections will be developed and included with each submittal. Construction quantities with unit prices will be included with each major milestone deliverable.

The roadway designs will be prepared using the final survey files provided by ESP. RS&H will coordinate with the Town Project Manager in development of all roadway designs.

Roadway designs will be prepared based on A Policy on Geometric Design of Streets and Highways, AASHTO 2018 (Green Book) and the NCDOT Roadway Design Manual where applicable. Plans will be developed using MicroStation and GEOPAK V8i software and Corridor Modeling will be used to generate the cross sections.

For each plan submittal, it is anticipated that the Town will have approximately 4 weeks of review time. NCDOT reviews are anticipated for this project and the assumed timeframe for each milestone deliverable is 8-12 weeks.

RS&H will prepare a full plan set for each MUP location as it is expected that each location will be LET separately. The anticipated typical section will be determined on a case by case basis, which may include curb and gutter. A different typical section will be evaluated based on clear zone requirements, utility impacts, physical impacts (such as trees, signs, etc.) and ROW constraints. The MUP will start at a width of 10' with a 4' planting strip which could be increased or decreased based on available right of way, impacts and hydraulic design. The final alignment for each location will be determined based on coordination with the Town.

Each plan set will include the following:

- Title sheet
- Index sheet
- Plan sheet
- Profile sheet
- Erosion Control sheets
- Cross section sheets
- UbO sheets if needed

No public meeting map style pdf will be developed for these MUP locations.

Deliverables: 30%, ROW and 100% plans



C. Hydraulic Design

RS&H will conduct a field review, collect data, and design roadway drainage in accordance with Town guidelines if applicable, the latest NCDOT *Guidelines for Drainage Study and Hydraulic Design*, and the most recent Mecklenburg County Riparian Buffer Ordinance as necessary. Hydraulic analysis will be based on the final survey provided by ESP and topographical information included in the survey and verified in the field, as well as base information available for drainage designs such as USGS Quad maps.

The redline drainage design will be included with the preliminary plans for each project location. The drainage design and plans will include all designs necessary for closed drainage, pre/post analysis, ditches, pipe culverts, inlets and outfalls, and stormwater management, all following NCDOT's Best Management Practices.

100% Drainage Plans will be developed based on comments from the ROW plans.

Deliverables: 30% and 100% Drainage plans

D. Erosion Control

RS&H will design and specify erosion control measures, which minimize erosion and limit off-site sedimentation during construction of the project. The design will be in accordance with the requirements of the NCDOT Roadside Environmental Unit and the requirements of the Town. RS&H will produce preliminary and final erosion and sedimentation control plans, which will be submitted to the Town for approval. RS&H will prepare the permit application for the Town as needed.

Deliverables: Preliminary and Final Erosion Control Plan and Permit Application

E. Traffic Control

RS&H will provide NCDOT notes and standards within the plan sheets for each project location. Individual traffic control sheets are not included for each MUP location. Standard lane closures are anticipated during construction.

Deliverables: Traffic control notes to be included on the plan sheets

F. Utility Coordination

1. Utility Owners

Per our research with NC 811 and project review, the following utility companies own facilities within or in close proximity to the construction limits of this project:

- ATC Outdoor DAS
- AT&T (distribution)
- City of Charlotte (water/sewer)
- Energy United (power)
- Conterra (communications)
- Duke Energy (power)
- Electricities (power)
- Google (communications)



- Hyper Networks (communications)
- Lumen (communications)
- Verizon (communications)
- MCNC (communications)
- PNG (gas)
- Charter (communications)
- Cogent (communications)

2. Kickoff Utility Meeting for sidewalk project areas (1 meeting)

Schedule and conduct a “kick-off” meeting with all Utility Owners. Discuss at this meeting possible utility conflicts, PUE plans, relocation time frames, cost responsibilities, and relocation packages. Provide minutes of the meeting.

- Provide electronic files (.dsn and .pdf) and/or paper copies of the roadway/ sidewalk project plans to the utility companies before the kick-off meeting.
- Perform a preliminary analysis of each individual sidewalk project and identify potential utility conflicts. Determine preliminary alignments and schedules for relocations for each utility company.
- Coordinate possible conflict resolution with the roadway/sidewalk design and hydraulic design.
- Identify potential Level A SUE needs to acquire depths of existing utilities if necessary.
- Determine preliminary alignments and schedules for relocations for each utility.

3. Permanent Utility Easements (PUE) for each sidewalk project area

- Review Utility Owners’ relocation plans for conflict resolution and constructability.
- Assist Utility Owners with developing their relocation plans using MicroStation.
- Coordinate with the utility owners to determine prior rights to determine cost responsibilities for relocations.
- Utility design will be provided by the utility owners.
- Provide plans for any PUE needs.

4. Utility by Others and Utility Agreements for each sidewalk project area

- Prepare Utility by Others Plans, Special Provisions and Estimates
- Coordinate with utility owners and submit packages to the Town for NCDOT approval.

5. Meetings, site visits, or specific coordination items

- One (1) utility coordinator will attend one (1) utility kick off meeting.

Deliverables:

- Utility by Others Plans
- Utility by Others Special Provisions
- Monthly update of utility progress

G. Administration and Coordination

1. Progress Reports and Invoices



RS&H will prepare monthly progress reports and invoices in a format suitable for meeting the requirements of the Town for a period of 12 months.

Deliverables: *Monthly Progress Reports and Invoices (12 months)*

2. Meetings and Coordination

RS&H will maintain general coordination with the Town throughout the duration of the project. RS&H will meet up to 2 times with the Town for progress updates and review of submittals. Each meeting will be conducted virtually. In addition, this scope of services includes the following meetings:

- 30% plans review meetings (2) – 2 staff, virtual meeting
- ROW plans review meeting – 2 staff, virtual meeting
- General status meetings (2) – 2 staff, virtual meetings

RS&H fee: \$210,000.00



NC 115 MUP Projects
Huntersville, Mecklenburg County

Task Order 5
Original: 10-28-24
Last Revised: 11-27-24
Final: 12-2-24

ATTACHMENT A: SURVEYS SCOPE OF WORK





October 25, 2024

Sean Kortovich, PE

Area Discipline Leader, Highway

RS&H

8521 Six Forks Rd, Suite 400,

Raleigh NC 27615

**RE: Town of Huntersville NC 115 Sidewalk
Improvements (MUP)
ESP Proposal No. 24-01908**

ESP Associates, Inc. (ESP) appreciates the opportunity to provide this proposal for surveying services for the above referenced site. The basis of this proposal is your email request for survey services dated 10/17/2024 by Sean Kortovich (RS&H) to ESP. Our scope of services and fees will be as follows:

Project Limits: There are 6 intersections delineated in the NC115_Survey_limits.dgn file provided as part of the email.

	<u>Sidewalk Section</u>	<u>Length</u>	<u>Prop</u>	<u>Acres</u>	<u>Corr. Width</u>
1.	NC 115 Add SW from Seay Drive to Verhoeff Dr	710'	1	1.15 Ac	70.0'
2.	NC 115 extend SW from SR Living to existing SW	410	3	0.64 Ac	65.0'
3.	NC 115 Extend SW from existing to new SR Living	750'	4	0.81 Ac	60.0'
4.	NC 115 Damson Dr to New Hamlet Subdivision	350'	4	0.57 Ac	80.0'
5.	NC 115 Fill in gap New Hamlet Subdivision	650'	5	0.94 Ac	75.0'
6.	NC 115 connect New Hamlet Sub. With LNC School	150'	3	0.31 Ac	100.0'
	Total Quantities	3,020'	20	4.42 Ac	

I. CONVENTIONAL SURVEYS

Design Surveys: Field surveys will follow NCDOT standards. The ground survey will consist of the following tasks:

- A. **Property Owner Contacts and Courthouse Research:** ESP will produce a property owner database and do courthouse research on 20 parcels total. A property owner contact letter provided and approved by the town of Huntersville will be mailed to each property owner.
- B. **Survey Control:** ESP will set one GPS Azimuth pair at west end of the survey limits and a second pair at the east end of the limits. Total traverse length is about 7000'. ESP will run a control network through all intersections from the GPS pairs. Control levels will also be

Proposal for Huntersville NC 115 \ Sidewalk Surveys
Huntersville, North Carolina

October 25, 2024

double-run on all points.

- C. **Pavement DTM's:** ESP will survey pavement DTM's at approximately 50' within the project limits for each intersection. Approximate pavement length is 3,020.
- D. **Property Field Ties and Computations:** ESP will attempt to locate all front property corners within the survey area. We will then use a combination of field evidence, deeds, plats and right of way plans to produce an accurate representation of property parcels within the survey limits. This should not be considered a boundary survey to GS47-30 mapping standards.
- E. **Topographic and DTM survey:** ESP will locate all topographic features within the survey limits as well as DTM breaklines and points to establish a 3D DTM model within the survey limits. Topographic features located will include any obvious water wells found. No site investigation to locate wells will be performed.
- F. **Storm Sewer and Sanitary Sewer Structures:** ESP will locate all storm and sanitary structures and pipes within the survey limits plus one structure outside the limits to allow for pipe grade calculations.
- G. **R/W Staking:** ESP will stake the new proposed right of way and any required easements as part of this fee. At this time, we estimate 26 points to be set.
- H. **RW Plats and Legal Descriptions:** At this time, we estimate 20 plats with no more than 2 r/w or easement takes per plat.
- I. **Mapping:** ESP will prepare mapping files in MicroStation/ Geopak SS4 on this project.
- J. **Deliverables:** Deliverables will include a 2D and 3D MicroStation DGN files to NCDOT mapping standards, a GPK file, a property owner excel sheet and deeds and plats in PDF format. Deeds and plats will be in a Zipped file, not compiled in a book.

The fee for the task (I) is a fixed fee of \$116,500. Any additional services needed outside the scope of this proposal can be provided at our normal hourly rates as shown in the attached Fee Schedule.

II QUALITY LEVEL B SUE SERVICES - SUBSURFACE UTILITY MAPPING

Utility Owner Contacts and Records Research: ESP will contact each public utility owner having facilities within the project corridor to collect copies of their existing utility records as well as any information available on proposed future utility installations.

Field Designating: Utilities will be located and marked per ASCE SUE standards.

Field Surveying: Locate underground utilities as marked by ESP.

Horizontal Utility Mapping: (MicroStation V8i / Geopak SS4)

Project Management/QA/QC

Project Safety: ESP will wear the proper safety vests and hats for the duration of this project and our on-site trucks will be equipped with highly visible strobe lights. Appropriate safety signage will be used on this project when field crews are establishing control/working within the project R/W. Travel time

Proposal for Huntersville NC 115 \ Sidewalk Surveys
Huntersville, North Carolina

October 25, 2024

from the ESP Fort Mill office is 1.5 hour round trip.

Deliverables: ESP will provide a 2D Quality Level B SUE file in MicroStation format conforming to the last available NCDOT mapping standards and a SUE Survey Report and Utility Owner Contact List in PDF format.

Schedule: TBD

The fee for the task (II) is a fixed fee of \$31,500.00. Any additional services needed outside the scope of this proposal can be provided at our normal hourly rates as shown in the attached Fee Schedule.

RS&H – Town of Huntersville NC 115 Sidewalk		
Summary of Fees		
Task I – Conventional Survey Fixed Fee	Task II - Quality Level B SUE Fixed Fee	Project Total Fixed Fee
\$116,500.00	\$31,500.00	\$148,000.00

ASSUMPTIONS

If underground utilities are damaged within the area of investigation, whether marked by ESP or not, it is Client’s obligation to notify ESP within 48 hours of any damage to allow ESP to investigate the damage. Failure to notify ESP within 48 hours absolves ESP from any potential liability for claims.

We assume that all field activities can be performed during normal business hours. If night or weekend work is required, surcharges may apply.

All arrangements regarding site access and clearing of surface obstruction from the area of investigation will be made by the Client before and during the field work.

Client accepts that a significant amount of marking paint may be applied to the ground surface during the field work and should notify ESP prior to the investigation if marking paint should not be applied to any areas.

Although geophysical methods provide a high level of assurance in determining the location of subsurface objects, the possibility exists that not all features will be detected due to depth, size, soil conditions, and other reasons beyond ESP’s control. For example, utilities present at depths below an instrument’s detection limit cannot be located. Therefore, it is understood that no non-invasive instrument is guaranteed to detect 100% of subsurface utilities or other features. In instances where precise horizontal and vertical is critical, minimally invasive methods such as vacuum excavation should be utilized to visually inspect and survey the feature. Therefore, due caution should be used when performing any subsurface excavation and ESP is not liable for any damages that occur unless it is

Proposal for Huntersville NC 115 \ Sidewalk Surveys
Huntersville, North Carolina

October 25, 2024

demonstrated that the damages occurred as a result of our negligence.

COMPENSATION

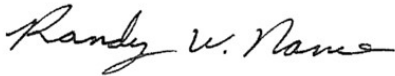
Our services will be billed monthly, with payments due upon receipt and considered past due 30 days following the invoice date. ESP will invoice for expenses incurred as part of this work at cost plus 15% including, but not limited to, the following: submittal fees required for approval of the project, printing costs, overnight shipping, pickup/delivery expenses, travel time, travel expenses, mileage, and any other expenses associated with our work. Any services not specifically listed above can be provided at our prevailing hourly rates at the time the request for such services is made or under a separately negotiated contract.

AUTHORIZATION

Our "Statement of Terms and Conditions" and "Fee Schedule" are attached and incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning both originals of this proposal to our office. By acceptance of this proposal, Client represents and warrants to ESP that Owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed original agreements, we will execute both originals, return one (1) original to you, and proceed with the performance of our services. This instrument contains the entire agreement between the parties and may not be altered, modified, amended, or assigned in any respect except by written instrument signed by all parties hereto. This proposal may be withdrawn by ESP if not executed within 60 days of the date of the proposal.

ESP appreciates the opportunity to provide this proposal for Professional Services for the above-referenced project. Should you have questions concerning this proposal or if additional information is required, please contact us.

Sincerely,
ESP Associates, Inc.



Randy Nance, PE, PLS
Survey Department Manager

Attachments: Statement of Terms and Conditions
Fee Schedule 2201

ACCEPTED AS A CONTRACT BY AND BETWEEN:

Sean Kortovich, PE , Highway Area Discipline Leader
RS&H

Date

Joseph Bruno, Jr., Vice President
ESP Associates, Inc.

Date

Proposal for Huntersville NC 115 \ Sidewalk Surveys
Huntersville, North Carolina

October 25, 2024





Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Resolution to Acquire Property for the Seagle Street & Westwick Lane Project

EXPLAIN REQUEST:

Resolution to acquire right-of-way and/or easements necessary for the construction of the Seagle Street & Westwick Lane project. This consists of 3 parcels: ID#01102134, #01102115A, and 01102115B.

ACTION RECOMMENDED:

Approve resolution.

FINANCIAL IMPLICATIONS:

Bond Fund.

ATTACHMENTS:

1. Exhibit A - Seagle St & Westwick Lane
2. 1-7-25 Parcel Location Exhibit



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO TO ACQUIRE RIGHT OF WAY
AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE ADOPTED AND
FUNDED SEAGLE STREET AND WESTWICK LANE PROJECT**

Resolution No. R-2024-46

WHEREAS, the Town of Huntersville (the "Town") has determined that the acquisition of fee title right of way, and easements is necessary to the delivery of the project; and

WHEREAS, the Town finds that such title, rights of way and easements, including existing public rights of way and easements, are for a public use and necessary for the construction of the project; and

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

WHEREAS, to meet said defined project delivery schedule, property acquisition process should begin no later than March, 2025; and

WHEREAS, the Town's proposed property acquisition process for the project will comply with applicable federal and state requirements; and

WHEREAS, the Town of Huntersville has certified that the parcels ("the Property"), represented on Exhibit A, are needed for the project.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Adopted this 7th day of January, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

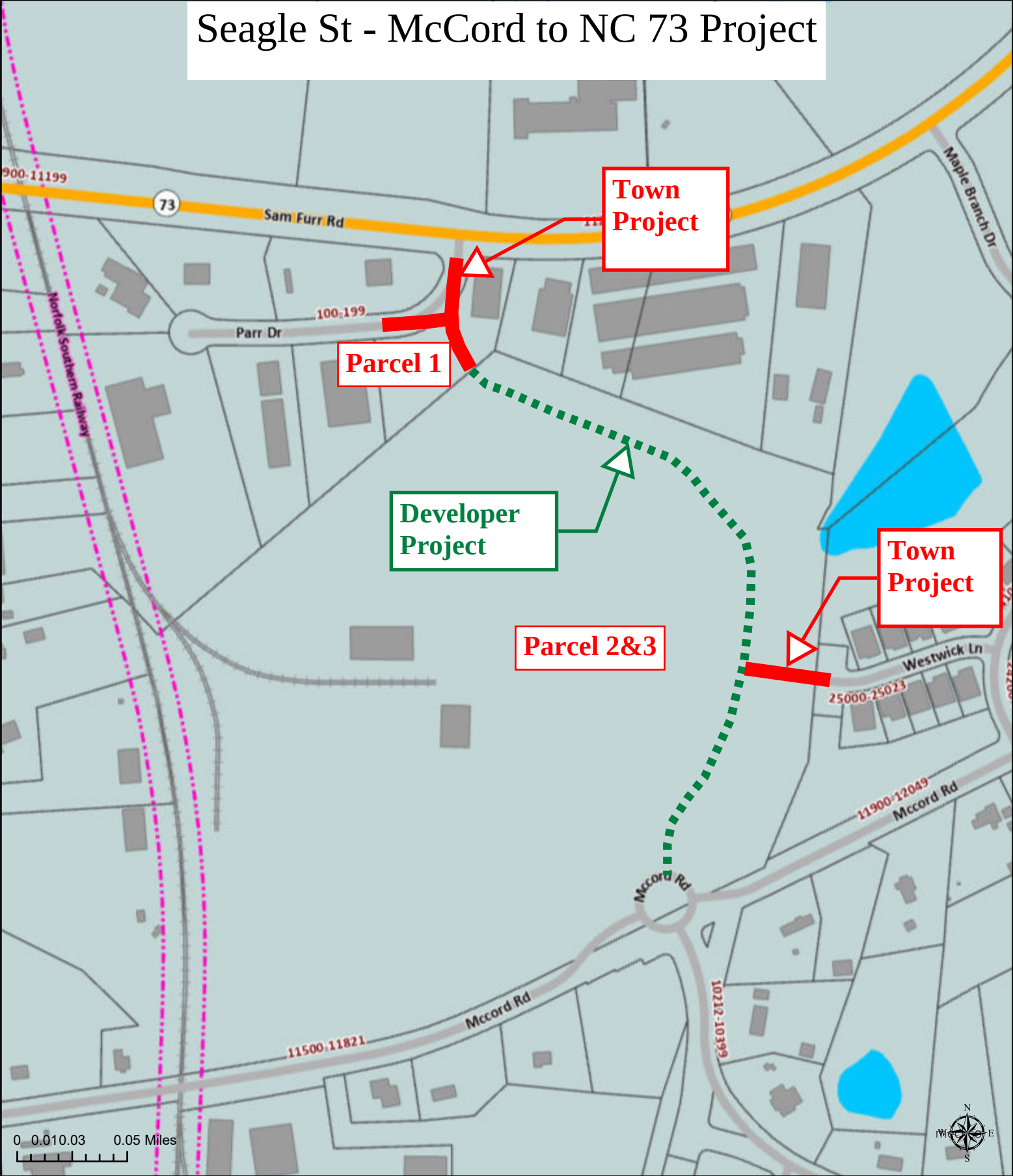
EXHIBIT A - PARCEL INDEX
SEAGLE STREET AND WESTWICK LANE

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	01102134	GGG&B LLC
2	01102115A	MCCORD DEVELOPMENT LLC, C/O LINK LOGISTICS
3	01102115B	MCCORD DEVELOPMENT LLC, C/O LINK LOGISTICS

Polaris 3G Map – Mecklenburg County, North Carolina

Date Printed: 12/30/2024 10:32 AM

Seagle St - McCord to NC 73 Project



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.



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Resolution to Acquire Property for the Beatties Ford-McCoy Project

EXPLAIN REQUEST:

Resolution to acquire right of way and/or easements necessary for the construction of the Beatties Ford-McCoy Rd project. This consists of 11 parcels roughly at the center of the Beatties Ford Rd and Gilead Rd intersection.

ACTION RECOMMENDED:

Approve resolution.

FINANCIAL IMPLICATIONS:

Transportation Reserve Fund.

ATTACHMENTS:

1. Exhibit A - Beatties Ford at McCoy



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACQUIRE RIGHT OF WAY AND
EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE ADOPTED AND
FUNDED BEATTIES FORD AT MCCOY PROJECT**

Resolution No. R-2024-45

WHEREAS, the Town of Huntersville (the "Town") has determined that the acquisition of fee title right of way, and easements is necessary to the delivery of the Beatties Ford at McCoy Project; and

WHEREAS, the Town finds that such title, rights-of-way, and easements, including existing public rights-of-way and easements, are for a public use and necessary for the construction of the Beatties Ford at McCoy Project; and

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

WHEREAS, to meet said defined project delivery schedule, property acquisition process should begin no later than March 2025; and

WHEREAS, the Town's proposed property acquisition process for the Beatties Ford at McCoy Project will comply with applicable Federal, State, and Local regulations; and

WHEREAS, the Town has certified that the parcels ("the Property"), represented on Exhibit A, are needed for the Beatties Ford at McCoy Project.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Adopted this 7th day of January, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A - PARCEL INDEX
BEATTIES FORD AT MCCOY

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	02305103	Jacob J. Shepherd, Alyssa Shepherd
2	02305109	Cindy Y. Hough
3	02305105	Jonathan Eury
4	02305106	Jonathan Eury
5	02305107	Jonathan Eury
6	02305213	Katherine Carpenter
7	02305248	Lloyd W. Crowell, Cindy Davis Crowell
8	01546103	Mark Nelson, Cheryl Nelson
9	01546104	John Stewart, Tiffany Cunningham
10	01525204	James Ray Carmichael Jr., H. Edward Carmichael, W Corwin Carmichael, Irwin H. Carmichael
11	01526502	Jose Moran, Telma Moran
12	01526503	Jose Guillermo Moran, Telma Moran
13	01526506	DR Horton Inc
14	01526505	Mati North Inc



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Bud Henderson Sidewalk Construction Contract

EXPLAIN REQUEST:

Resolution to accept Bud Henderson Sidewalk construction contract. This project is located along Bud Henderson Road near Darblay Street. The project consists of adding sidewalk, curb and gutter, and upgraded drainage.

ACTION RECOMMENDED:

Approve resolution.

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. Bud Henderson Sidewalk - Efficient Developments



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE BUD HENDERSON SIDEWALK CONSTRUCTION CONTRACT

Resolution No. R-2024-47

WHEREAS, the Town of Huntersville proposes to enter into a construction services agreement for the Bud Henderson Sidewalk Project (the "Project"); and

WHEREAS, N.C.G.S. 143-129(a) requires the procedures of letting public contracts through formal bid process for projects in an amount equal to or more than five hundred thousand dollars (\$500,000); and

WHEREAS, pursuant to N.C.G.S. 143-129(b), the contract proposal invitation to bid was advertised electronically on the Town of Huntersville website and Historically Underutilized Businesses (HUB) website; and

WHEREAS, formal bid procedures were conducted in accordance with N.C.G.S. 143-129, the lowest responsible bidder being Efficient Developments, LLC; and

WHEREAS, the Town now desires to enter into a construction services agreement with Efficient Developments, LLC, (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 Efficient Developments, LLC, the lowest responsible responsive bidder.
2. The Agreement for the project attached hereto as Exhibit A is approved.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution, including signing the Agreement and any related documents; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 7th day of January, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



SEALED BID OPENING LOG SHEET

Project: Town of Huntersville – Bud Henderson Sidewalk

Project Manager: Mark Taylor – Town of Huntersville
Kevin Fox – Director of Public Works

Date: December 12, 2024

Time: 2:00 PM

Bidder	Contract Signed	Bid Bond	Itemized Proposal	Total Bid Amount
1. Efficient Developments		✓		620,000.00
2. Concrete Matters		✓		852,111.00
3. Country Bay Landscaping		✓		779,953.71
4.				
5.				
6.				
7.				
8.				

BID OPENING - ROSTER

DATE: December 12, 2024

Project: Town of Huntersville – Bud Henderson Sidewalk

Name	Company / Address	Phone	Email
Dillon Norton	Town of Huntersville		dnorton@huntersville.org
Eian Fowler	" "		efowler@huntersville.org
Hannah Couch	Country Bay Landscapes	704-924-9330	hannah@cbline.net
Mason Everhart	Efficient Developments, LLC 10800 Silver Pl Suite 220 Charlotte, NC 28277	980-228-8074	meverhart@efficientdev.com

Dillon Norton

From: DoaHubBids <hubbids@doa.nc.gov>
Sent: Thursday, November 14, 2024 3:05 PM
To: Dillon Norton
Subject: HUB Solicitation Opportunity Request #16104, Invitation to Bid - Bud Henderson Sidewalk is posted.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for submitting your request!

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

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

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

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

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

Office for Historically Underutilized Businesses
NC Department of Administration.

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

[Sign up](#) to receive an email when new bids are added!

 [Print](#)

Bid Title:	Invitation to Bid - Bud Henderson Sidewalk
Category:	Engineering & Public Works
Status:	Closed

Description:

The Town of Huntersville will receive formal bids for the Bud Henderson Sidewalk Project until 2:00pm on Thursday, December 12th, 2024 at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The bid opening and evaluation shall be open to the public. Notification of the apparent low bidder will be emailed to all bidders.

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 is actually received by the Town by the deadline. The Town of Huntersville Board of Commissioners ("Town Board") reserves the right to reject any and all bids for any reason, at any time, and to waive minor informalities.

Publication Date/Time:

11/8/2024 8:00 AM

Closing Date/Time:

12/12/2024 2:00 PM

Contact Person:

Dillon Norton, dnorton@huntersville.org, 704-464-5396

Related Documents:

[Bud Henderson Sidewalk - FINAL](#)



REQUEST FOR FORMAL, COMPETITIVE BIDS

The Town of Huntersville will receive formal bids for the Bud Henderson Sidewalk Project until 2:00pm on Thursday, December 12th, 2024 at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The bid opening and evaluation shall be open to the public. Notification of the apparent low bidder will be emailed to all bidders.

Bid documents are available from the Town to be viewed in person, by appointment only. Contact Dillon Norton at DNorton@huntersville.org or visit www.huntersville.org/251/Bid-RFBs to schedule an appointment.

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

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

Dillon Norton
Project Coordinator
Town of Huntersville

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REQUEST FOR BIDS ("RFB")

PROJECT: Bud Henderson Sidewalk Improvements

LOCATION OF THE WORK: Bud Henderson Road near Darblay Street

TYPE OF WORK: Sidewalk, Curb & Gutter, Drainage, Driveways

BIDS MUST BE RECEIVED BY: Thursday, December 12th, 2024 by 2:00 p.m.

PHYSICAL ADDRESS FOR BID SUBMISSION: Huntersville Public Works
Huntersville Town Center
105 Gilead Road, Suite 300 (3rd Floor), Conference Room #302
Huntersville, NC 28078
Attn: Dillon Norton

MAILING ADDRESS FOR BID SUBMISSION: Huntersville Public Works
PO BOX 664; Huntersville, NC 28078
Attn: Dillon Norton

DATE OF AVAILABILITY & COMPLETION: February 1st, 2025 (available) - September 18th, 2025 (completion)

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 \$40,000 or more, except for certain specialty work as determined by the licensing board.

Efficient Developments LLC
NAME OF BIDDER

84611
N.C. CONTRACTOR'S LICENSE NUMBER

10800 Sikes Place Suite 220 Charlotte NC 28277
ADDRESS OF BIDDER

Vincent J. Dillard
SIGNATURE OF BIDDER

Bud Henderson Sidewalk Improvements

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 Bud Henderson Sidewalk Project shown on Exhibit A and B to this RFB. By submitting a bid, the Bidder agrees to provide the labor, services, equipment, and materials needed to complete the Project. All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered non-responsive and shall be grounds for rejection of the bid.

- 1.1 Standard Specifications. Those provisions of North Carolina Department of Transportation 2024 Standards for Roads and Structures ("Standard Specifications") specifically referenced in Section 2.0 of this RFB 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 RFB modify the terms of the Standard Specifications or the extent that there is a conflict between the terms of the RFB and the Standard Specifications, the terms of the RFB shall control.
- 1.2 The bid form furnished by the Town of Huntersville with the RFB shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE RFB! Again, all papers bound with the RFB are necessary parts thereof and shall not be detached, taken apart or altered. The RFB includes the printed contract forms and signature sheets for execution by both parties to the contract. In the event the bidder is awarded the contract, execution of the bid by the bidder is considered the same as execution of the contract.**
- 1.3 Bids must be submitted in paper form. Electronic bids are NOT permitted.
- 1.4 BIDDERS MUST INCLUDE SALES TAXES, IF ANY IS EXPECTED TO BE PAID IN PERFORMANCE OF THE WORK, IN UNIT PRICING.
- 1.5 All bids must be submitted in a sealed envelope. The sealed envelope must contain, in addition to the fully completed executed Contract (including all attachments) the required bid security (bid bond attached to the Contract RFB, cash, a certified check, or cashier's check in an amount not less than 5% of the total bid).
- 1.6 If the Bidder submits a bid bond as the bid security, the form attached to the RFB shall be used. Electronic bid bonds shall NOT be permitted.
- 1.7 All entries on the bid form, including signatures, shall be written in ink.
- 1.8 The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places*****
- 1.9 An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.

- 1.10 The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 1.11 Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 1.12 The bid shall be properly executed. All bids shall show the following information:
- a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)
- 1.13 Bids submitted by corporations shall bear the seal of the corporation.
- 1.14 The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 1.15 The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 1.16 Withdrawal of bids shall be governed by N.C.G.S. § 143-129.1.
- 1.17 The successful bidder will be required to sign the Contract within ten (10) consecutive days of the award, or otherwise forfeit their bid deposit.
- 1.18 All bids must be submitted as a Two-Envelope Bidding Procedure. In this procedure the first sealed envelope contains the complete RFB package, addressed "Bud Henderson Sidewalk Project - Bid RFB, DO NOT OPEN until bid date" and the second sealed envelope contains the completed bid bond, addressed "Bud Henderson Sidewalk Project - Bid Bond, DO NOT OPEN until bid date". Both these sealed envelopes are enclosed together in an outer single envelope, addressed:
- "QUOTATION FOR - Town of Huntersville Bud Henderson Sidewalk Improvements
Project Bid RFB TO BE OPENED AT 2:00 PM ON Thursday, December 12th, 2024"
- 1.19 The bids will be publicly opened and read aloud in accordance with applicable law on Thursday, December 12th, 2024, at 2:15 p.m., in Conference Room Number 302, of Huntersville Town Center, located at 105 Gilead Road, Suite 302 (3rd floor), Huntersville, NC 28078. The bidder assumes all responsibility for making sure that their bid is received by the Town on or before the bid opening date and time, regardless of whether the bid is submitted in person, or by mail. If the bid is delivered by mail, the sealed envelope containing both the bid and the required bid security shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

TOWN OF HUNTERSVILLE
Attn: Mark Taylor, PE
P.O. Box 664
Huntersville, NC 28078

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

2.0 PROJECT SPECIAL PROVISIONS - GENERAL

The Project being placed out for bid by the Town of Huntersville is the Bud Henderson Sidewalk Improvements Project shown on Exhibit A and B to this RFB. 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 RFB.

All work and materials shall be in accordance with the provisions of this RFB, 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 RFB shall be used and shall not be altered in any manner. All papers bound with the RFB, including but not limited to the bid form, are necessary parts thereof and shall not be detached from the RFB, taken apart from the RFB, or altered. The RFB 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 RFB 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 a 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 resulting from such utility work and to reflect these costs in the 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 RFB

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

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

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

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

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

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

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

103-1 CONSIDERATION OF BIDS

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

103-5 CANCELLATION OF AWARD

103-6 RETURN OF BID BOND OR BID DEPOSIT

103-7 CONTRACT BONDS

103-8 EXECUTION OF CONTRACT

103-9 FAILURE TO FURNISH CONTRACT BONDS

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

104-1 INTENT OF CONTRACT

104-2 SUPPLEMENTAL AGREEMENTS

104-3 ALTERATIONS OF PLANS OR DETAILS OR CONSTRUCTION

104-4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

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

104-6 ELIMINATED CONTRACT ITEMS

104-7 EXTRA WORK

104-9 DISPOSITION OF SURPLUS PROPERTY

104-10 MAINTENANCE OF THE PROJECT

104-11 FINAL CLEANING UP

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

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

105-2 PLANS AND WORKING DRAWINGS

105-3 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

105-5 COOPERATION BY CONTRACTOR

105-7 COOPERATION BETWEEN CONTRACTORS

105-8 COOPERATION WITH UTILITY OWNERS

105-9 CONSTRUCTION STAKES, LINES AND GRADES

105-10 AUTHORITY AND DUTIES OF THE INSPECTOR

105-11 INSPECTION OF THE WORK

105-12 UNAUTHORIZED WORK

105-13 LIMITATIONS OF OPERATIONS

105-14 NIGHT WORK

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

105-17 INSPECTION AND ACCEPTANCE

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

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

106-2 SAMPLES, TESTS AND CITED SPECIFICATIONS

106-3 CONTRACTOR FURNISHED CERTIFICATION

106-4 DELIVERY AND HANDLING OF MATERIALS

106-5 STORAGE OF MATERIALS

106-6 INSPECTION AT SOURCE

106-7 SCALES AND PUBLIC WEIGHMASTER

106-8 DEPARTMENT FURNISHED MATERIAL

106-9 DEFECTIVE MATERIAL

106-10 DENSITY DETERMINATION BY NUCLEAR METHODS.

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

107-1 LAWS TO BE OBSERVED

107-3 PERMITS AND LICENSES

107-4 PATENTED DEVICES, MATERIALS AND PROCESSES

107-5 ENCROACHMENT ON RIGHT-OF-WAY

107-7 SANITARY PROVISIONS

107-8 PUBLIC CONVENIENCE AND SAFETY

107-9 COORDINATION WITH RAILWAY

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

107-11 PROTECTION AND RESTORATION OF PROPERTY

107-12 CONTROL OF EROSION, SILTATION AND POLLUTION

107-13 PROTECTION OF PUBLIC LANDS

107-14 RESPONSIBILITY FOR DAMAGE CLAIMS

107-16 OPENING SECTION OF PROJECT TO TRAFFIC

107-17 CONTRACTOR'S RESPONSIBILITY FOR WORK

107-18 FURNISHING RIGHT OF WAY

107-19 PERSONAL LIABILITY OF PUBLIC OFFICIALS

107-20 WAIVER OF LEGAL RIGHTS BY THE DEPARTMENT

107-21 SAFETY AND ACCIDENT PROTECTION

107-22 WAGES AND CONDITIONS OF EMPLOYMENT

107-23 LIABILITY TO THIRD PARTIES

107-25 HAZARDOUS, CONTAMINATED AND TOXIC MATERIAL

107-26 FINES AND LEVIES AGAINST THE DEPARTMENT

SECTION 108 PROSECUTION AND PROGRESS, INCLUDING ONLY THE FOLLOWING:

108-1 GENERAL

108-2 PROGRESS SCHEDULE

108-3 PRECONSTRUCTION CONFERENCE

108-4 CONSTRUCTION CONFERENCES

108-5 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

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

108-7 TEMPORARY SUSPENSION OF THE WORK

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

108-9 DEFAULT OF CONTRACT

108-10 CONTRACT TIME AND INTERMEDIATE CONTRACT TIME.

108-11 LIQUIDATED DAMAGES

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

108-13 TERMINATION OF CONTRACT

108-14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

SECTION 109 MEASUREMENT AND PAYMENT, INCLUDING ONLY THE FOLLOWING:

109-1 MEASUREMENT OF QUANTITIES

109-2 SCOPE OF PAYMENT

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

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

109-6 PAYMENT FOR LEFTOVER MATERIALS

109-7 COMPENSATION PAID AT CONTRACT PRICES

109-8 FUEL PRICE ADJUSTMENTS

109-9 FINAL PAYMENT

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

109-11 INTEREST ON FINAL PAYMENT

SECTION 150 MAINTENANCE OF TRAFFIC

Whenever the terms of the RFB 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 RFB, in which case the RFB 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 RFB, including all third-party documents referenced in the RFB, attachments to the RFB, 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 Bud Henderson Sidewalk Project shown on Exhibits A.

2.1 AUTHORITY OF THE ENGINEER

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

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

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

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 BID SECURITY REQUIREMENTS

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

2.6 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:

Monday through Friday, 6:00 A.M. through 9:00 A.M.

Monday through Friday, 4:00 P.M. through 6:00 P.M.

Holiday and Holiday Weekend Lane Closure Restrictions

- For unexpected occurrence that creates unusually high traffic volumes, as directed by the Engineer.
- For New Year's Day, between the hours of 6:00 A.M. December 31st and 8:00 P.M. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 P.M. the following Tuesday.
- For Easter, between the hours of 6:00 A.M. Friday and 8:00 P.M. Monday.

- For Memorial Day, between the hours of 6:00 A.M. Thursday and 8:00 P.M. Monday.
- For Independence Day, between the hours of 6:00 A.M. the day before Independence Day and 8:00 P.M. the day after Independence Day. If Independence Day is on a Friday, Saturday, Sunday, or Monday, then between the hours of 6:00 A.M. the Thursday before Independence Day and 8:00 A.M. the Tuesday after Independence Day.
- For Labor Day, between the hours of 6:00 A.M. Friday and 8:00 P.M. Tuesday.
- For Thanksgiving Day, between the hours of 6:00 A.M. Tuesday and 8:00 P.M. Monday.
- For Christmas, between the hours of 6:00 A.M. the Friday before the week of Christmas Day and 8:00 P.M. the following Tuesday after the week of Christmas Day.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 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 RFB as Exhibit D.

Performance Bonds

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

2.13 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.

2.14 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.

2.15

INSURANCE REQUIREMENTS

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

2.16 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.

2.17 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.

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 RFB 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 RFB modify the terms of the Standard Specifications or the extent that there is a conflict between the terms of the RFB and the Standard Specifications, the terms of the RFB shall control.

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

3.1 CONTRACT TIME AND LIQUIDATED DAMAGES

The completion date for this project is September 18th, 2025. 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 RFB and Contract 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. If the Contractor fails to perform in accordance with this RFB and Contract, 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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 \$ 573.50 per ton.

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

3.7 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.

3.8 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.

3.9 RESTORATION

All private and public property disturbed in the process of project construction shall be restored to the condition existing prior to construction.

Final clean-up shall be completed within twenty-four (24) hours from the time work is completed. Final clean-up and restoration shall include the following:

- i. Clean-up of excess material left in gutters, catch basins, and private yards.
- ii. Removal of equipment marks and restoration of public and private property to the condition existing prior to beginning the work.

The dumping of excess asphalt mix on the project site is prohibited.

Curb and other objects accidentally tacked or primed shall immediately be cleaned with a material and process approved by the Engineer so as to have no unsightly marks on the finished surface of these items.

3.9.1 Basis of Payment

No direct payment will be made for the work covered by this provision as payment at the contract unit prices for the various contract items will be full compensation for all work covered by this section.

3.10 TRAFFIC CONTROL AND WORK ZONE SAFETY

The contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, Standard Specifications, and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two-way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the MUTCD.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his/her own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Sub article 108-7(2) of the 2024 Standard Specifications for Roads and Structures.

During a resurfacing only operation, the Contractor shall bring all newly resurfaced lanes to the same elevation within seventy-two (72) hours. A maximum difference in elevation between open lanes of travel of 1.5 inches shall be allowed.

On partial or "wheel-track" milling of two-way, two-lane facilities, The Contractor shall mill and pave back by the end of each work day. On partial or "wheel-track" milling of multi-lane facilities, the Contractor shall mill and pave back by the end of each work day or leave the lane being milled closed and pave back within seventy-two (72) hours.

During resurfacing / milling operation on two-way, two-lane facilities the Contractor shall have the following options: When the entire roadway or entire lane is to be milled, the Contractor

shall mill a single lane and pave back by the end of each work day or mill the entire width of roadway and pave back within seventy-two (72) hours.

During resurfacing / milling operation on multi-lane facilities, the Contractor shall have the following options: When all lanes or a single lane in one direction are to be milled, the Contractor shall; 1) Mill the entire width of pavement for all lanes to be milled in a given direction daily or, 2) Mill a single lane and pave back by the end of each work day or 3) Mill a single lane and leave a lane closure in and pave back within seventy-two (72) hours.

The Contractor shall slope the pavement at the beginning and ending of the daily milling operations as directed by the Engineer. All milled material shall be swept up and removed from the roadway as soon as possible after the milling operation. Milling operations shall be continuous until the particular section of roadway being milled is complete. On multi-lane facilities, the Contractor shall begin resurfacing operations on the milled roadway within seventy-two (72) hours.

The Contractor shall operate his/her equipment and conduct his/her operation in the same direction as the flow of traffic. The Contractor shall not cross medians with equipment, except at properly designated interchanges.

When paving is performed at night, appropriate lighting shall be provided in accordance with Section 1412 of the 2024 Standard Specifications for Roads and Structures, except no direct payment will be made for this lighting.

The Contractor shall be required to remove existing raised pavement markers as preparation for paving.

3.10.1 Basis of Payment

No direct payment shall be made for the signing and traffic control items including Truck Mounted Impact Attenuators (TMIA), Section 1165 of the 2024 Standard Specifications for Roads and Structures as such work will be considered incidental to the various other bid items in the contract.

4.0 EXECUTION OF CONTRACT PROPOSAL

In compliance with the foregoing RFB and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this RFB 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 RFB, Performance Bond, and proof of Insurance requirements.

This Contract for Bud Henderson Sidewalk Project Improvements, and all attachments, (collectively this "Contract") is by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and _____, (the "Contractor") with address _____

Contractor's Federal Social Security ID No.: 83-3524607

Contractor's License No.:

NC General License # 84611

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: Efficient Developments LLC

Name of Contractor (type or print)

Town Manager

By: Vincent J. D. Prosser
(Signature)

Attest:

Title: Owner

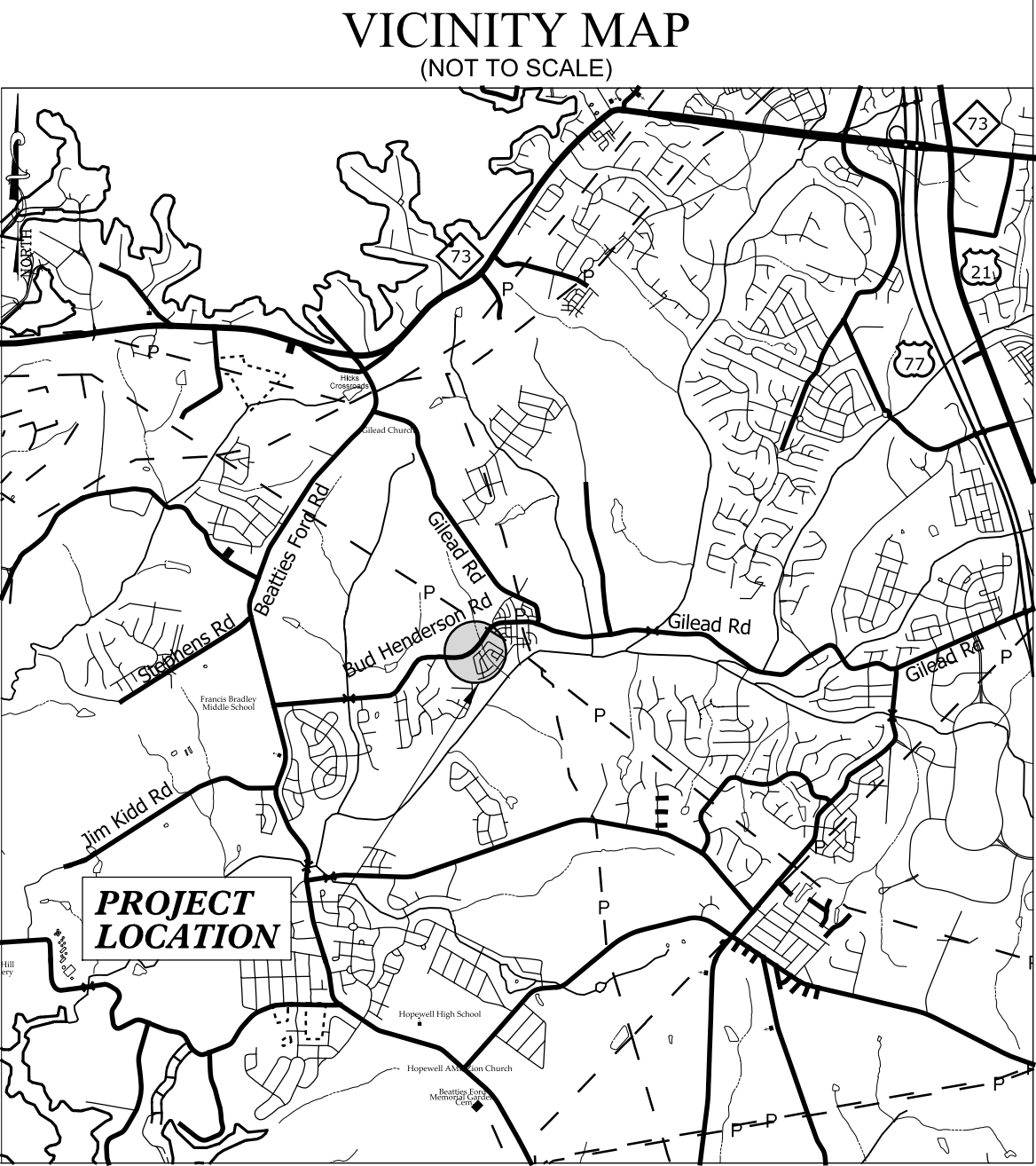
Town Clerk

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

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

Finance Director

EXHIBIT A – PLANS



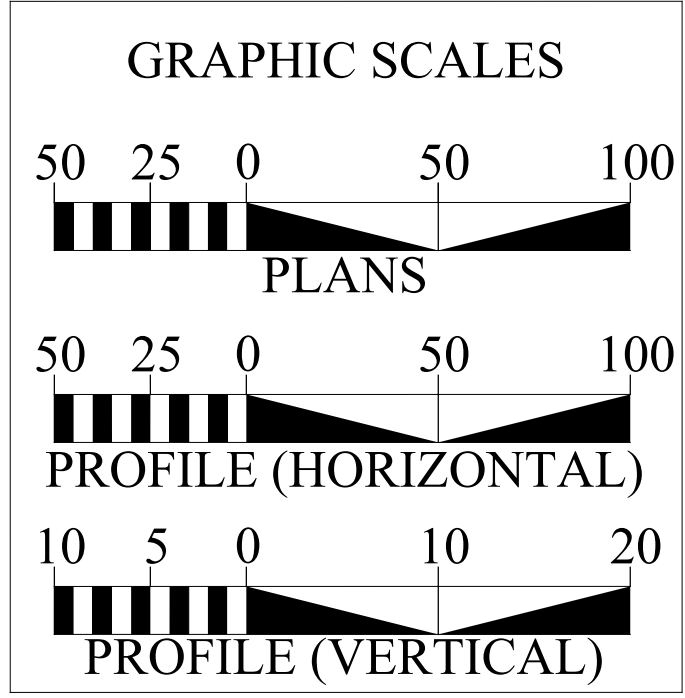
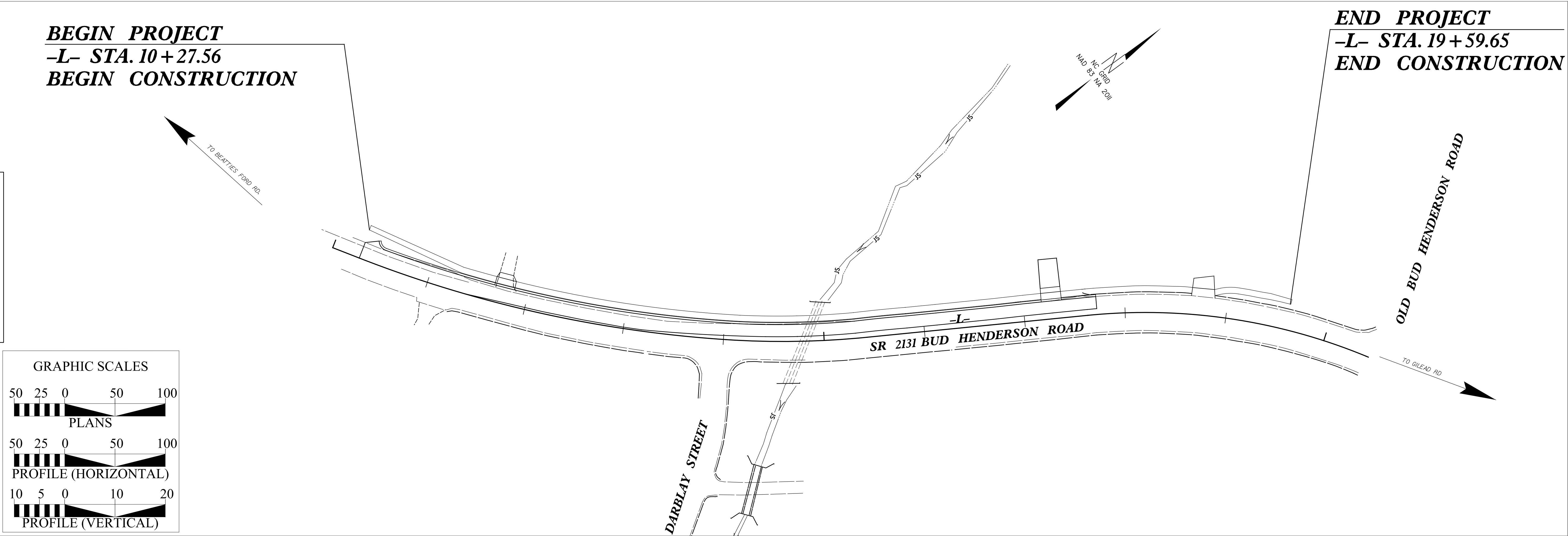
TOWN of HUNTERSVILLE

NORTH CAROLINA

BUD HENDERSON SIDEWALK PROJECT

INDEX OF SHEETS	
Sheet No.	Description
1	COVER SHEET
1-A	STANDARD NOTES, LIST OF STANDARDS, TYPICAL SECTIONS, & TRANSPORTATION MANAGEMENT
1-B	CONVENTIONAL SYMBOLS
2D-1	DETAIL
3	DRAINAGE SUMMARY SHEET
4	PLAN SHEET
5	PROFILE SHEET
PMP-1	PAVEMENT MARKING PLAN
SIGN-1	SIGNING PLAN
EC-1 - EC-2	EROSION CONTROL PLANS
UO-1	UTILITY BY OTHERS PLAN
X - 1 - X-6	ROADWAY CROSS SECTIONS

CONTRACT :



REVISIONS	
Date	Description
.	.
.	.
.	.
.	.
.	.

Prepared in the Office of:

Michael Baker
INTERNATIONAL

Michael Baker Engineering, Inc.
8000 Regency Parkway, Suite 600
Cary, NC 27518
Professional Corporation License Number:
F-1084

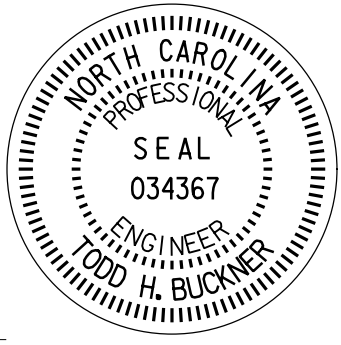
Project Engineer

DocuSigned by:
Todd Buckner
F0890B4342D843B

Signature

7/18/2024

Date



SEAL

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

8/17/24

GENERAL NOTES

GRADE LINE:
GRADING AND SURFACING OR RESURFACING AND WIDENING:

THE GRADE LINES SHOWN DENOTE THE FINISHED ELEVATION OF THE PROPOSED SURFACING AT GRADE POINTS SHOWN ON THE TYPICAL SECTIONS. WHERE NO GRADE LINES ARE SHOWN, THE PROFILES SHOWN DENOTE THE TOP ELEVATION OF THE EXISTING PAVEMENT ALONG THE CENTER LINE OF SURVEY ON WHICH THE PROPOSED RESURFACING WILL BE PLACED. GRADE LINES MAY BE ADJUSTED BY THE ENGINEER IN ORDER TO SECURE A PROPER TIE-IN.

CLEARING:

CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD II.

SHOULDER CONSTRUCTION:

ASPHALT, EARTH, AND CONCRETE SHOULDER CONSTRUCTION ON THE HIGH SIDE OF SUPERELEVATED CURVES SHALL BE IN ACCORDANCE WITH STD. NO. 560.01.

SIDE ROADS:

THE CONTRACTOR WILL BE REQUIRED TO DO ALL NECESSARY WORK TO PROVIDE SUITABLE CONNECTIONS WITH ALL ROADS, STREETS, AND DRIVES ENTERING THIS PROJECT. THIS WORK WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE PARTICULAR ITEMS INVOLVED.

DRIVEWAYS:

DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH TOWN OF HUNTERSVILLE DETAIL 108.1 FOR CURB DROP TAPER AND NCDOT STD. 848.03 FOR GRADES AS SHOWN ON THE PLANS. LOCATIONS OF DRIVES WILL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. ADDITIONAL 5 FEET OF CONCRETE DRIVEWAY TO EXTEND BEHIND SIDEWALK.

UTILITIES:

UTILITY OWNERS ON THIS PROJECT ARE: CITY OF CHARLOTTE, ENERGY UNITED, AT&T, PIEDMONT NATURAL GAS, QUANTA SERVICES, AND CHARTER SPECTRUM.

ANY RELOCATION OF EXISTING UTILITIES WILL BE ACCOMPLISHED BY OTHERS, EXCEPT AS SHOWN ON THE PLANS.

RIGHT-OF-WAY MARKERS:

ALL RIGHT-OF-WAY MARKERS ON THIS PROJECT SHALL BE PLACED BY OTHERS. CONTRACTOR RESPONSIBLE FOR PROTECTING MARKERS AND REPLACING ANY MARKERS DAMAGED DURING CONSTRUCTION AT THE CONTRACTOR'S EXPENSE.

TYPICAL SECTIONS

PAVEMENT SCHEDULE	
C1	PROP. APPROX. 3" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 112 LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
C2	PROP. APPROX. 1½" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 168 LBS. PER SQ. YD.
D1	PROP. APPROX. 4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 456 LBS. PER SQ. YD.
E1	PROP. APPROX. 6" ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 342LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
R1	2-6" CONCRETE CURB AND GUTTER.
S	4" CONCRETE SIDEWALK.
V1	1 1/2" MILLING.

STANDARD DRAWINGS

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
DIVISION 2	EARTHWORK
200.02	Method of Clearing - Method II
225.02	Guide for Grading Subgrade - Secondary and Local
DIVISION 3	PIPE CULVERTS
300.01	Method of Pipe Installation
310.02	Parallel Pipe End Section - Precast Concrete Section for 15" to 24" Pipe
310.03	Cross Pipe End Section - Precast Concrete Section for 18" to 30" Pipe
310.10	Driveway Pipe Construction
DIVISION 6	ASPHALT BASES AND PAVEMENTS
654.01	Pavement Repairs
DIVISION 8	INCIDENTALS
840.00	Concrete Base Pad for Drainage Structures
840.01	Brick Catch Basin - 12" thru 54" Pipe
840.02	Concrete Catch Basin - 12" thru 54" Pipe
840.03	Frame, Grates and Hood - for Use on Standard Catch Basin
840.14	Concrete Drop Inlet - 12" thru 30" Pipe
840.15	Brick Drop Inlet - 12" thru 30" Pipe
840.16	Drop Inlet Frame and Grates - for use with Std. Dwg 840.14 and 840.15
840.18	Concrete Grated Drop Inlet Type 'B' - 12" thru 36" Pipe
840.24	Frames and Narrow Slot Sag Grates
840.25	Anchorage for Frames - Brick or Concrete or Precast
840.27	Brick Grated Drip Inlet Type 'D' - 12" thru 36" Pipe
840.45	Precast Drainage Structure
840.66	Drainage Structure Steps
846.01	Concrete Curb, Gutter and Curb & Gutter
848.01	Concrete Sidewalk
848.03	Driveway Turnout
876.02	Guide for Rip Rap at Pipe Outlets

The following standards as appear in "Standard Secifications and Details", Town of Huntersville, and the latest revisions thereto are considered a part of these plans:

100 SERIES	
108.1	Commercial Type II and Residential Type I Drop Curb Driveway with Sidewalk Abutting Curb (2'-6" Curb and Gutter)

TRANSPORTATION MANAGEMENT

ROAD CLOSURE DAY AND TIME RESTRICTIONS

A) DO NOT CLOSE OR NARROW TRAVEL LANES AS FOLLOWS:

ROAD NAME	DAY AND TIME RESTRICTIONS
BUD HENDERSON ROAD	MONDAY THRU FRIDAY, 6:00 A.M. TO 9:00 A.M. MONDAY THRU FRIDAY, 4:00 P.M. TO 6:00 P.M.

B) DO NOT CLOSE OR NARROW TRAVEL LANES DURING HOLIDAYS AND SPECIAL EVENTS AS FOLLOWS:

ROAD NAME	
BUD HENDERSON ROAD	

HOLIDAY

1. FOR ANY UNEXPECTED OCCURENCE THAT CREATES UNUSUALLY HIGH TRAFFIC VOLUMES, AS DIRECTED BY THE ENGINEER.

2. FOR NEW YEAR'S, BETWEEN THE HOURS OF 6:00 A.M. DECEMBER 31st TO 8:00 P.M. JANUARY 2nd. IF NEW YEAR'S DAY IS ON A FRIDAY, SATURDAY, SUNDAY, OR MONDAY THEN UNTIL 8:00 P.M. THE FOLLOWING TUESDAY.

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PROJECT REFERENCE NO.

BUD HENDERSON SIDEWALK

SHEET NO.

2A

3. FOR EASTER, BETWEEN THE HOURS OF 6:00 A.M. THURSDAY AND 8:00 P.M. MONDAY.

4. FOR MEMORIAL DAY, BETWEEN THE HOURS OF 6:00 A.M. THURSDAY AND 8:00 P.M. MONDAY.

5. FOR INDEPENDENCE DAY, BETWEEN THE HOURS OF 6:00 A.M. THE DAY BEFORE INDEPENDENCE DAY AND 8:00 P.M. THE DAY AFTER INDEPENDENCE DAY.

IF INDEPENDENCE DAY IS ON A FRIDAY, SATURDAY, SUNDAY OR MONDAY THEN BETWEEN THE HOURS OF 6:00 A.M. THE THURSDAY BEFORE INDEPENDENCE DAY AND 8:00 P.M. THE TUESDAY AFTER INDEPENDENCE DAY.

6. FOR LABOR DAY, BETWEEN THE HOURS OF 6:00 A.M. FRIDAY AND 8:00 P.M. TUESDAY.

7. FOR THANKSGIVING DAY, BETWEEN THE HOURS OF 6:00 A.M. TUESDAY TO 8:00 P.M. MONDAY.

8. FOR CHRISTMAS, BETWEEN THE HOURS OF 6:00 A.M. THE FRIDAY BEFORE THE WEEK OF CHRISTMAS DAY AND 8:00 P.M. THE FOLLOWING TUESDAY AFTER THE WEEK OF CHRISTMAS.

TEMPORARY LANE AND SHOULDER CLOSURE REQUIREMENTS

C) REMOVE LANE CLOSURE DEVICES FROM THE LANE WHEN WORK IS NOT BEING PERFORMED BEHIND THE LANE CLOSURE OR WHEN A LANE CLOSURE IS NO LONGER NEEDED, OR AS DIRECTED BY THE ENGINEER.

D) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN 15 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN SHOULDER USING ROADWAY STANDARD DRAWING NO. 1101.04, UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL OR A LANE CLOSURE IS INSTALLED.

E) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING ON THE SHOULDER OR WITHIN 10 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN TRAVEL LANE USING THE APPLICABLE ROADWAY STANDARD DRAWING NO. 1101.02, UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL.

F) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN A TRAVEL LANE, CLOSE THE LANE ACCORDING TO THE TRAFFIC CONTROL PLANS, ROADWAY STANDARD DRAWINGS, OR AS DIRECTED BY THE ENGINEER. CONDUCT THE WORK SO THAT ALL PERSONNEL AND/OR EQUIPMENT REMAIN WITHIN THE CLOSED TRAVEL LANE.

G) DO NOT WORK SIMULTANEOUSLY WITHIN 15 FT ON BOTH SIDES OF AN OPEN TRAVELWAY, WITHIN THE SAME LOCATION, UNLESS PROTECTED BY BARRIER OR GUARDRAIL.

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

I) ENSURE ALL NECESSARY TRAFFIC CONTROL DEVICES, SIGNS, BARRICADES, MARKINGS, ETC ARE IN PLACE PRIOR TO ALTERING ANY TRAFFIC PATTERN.

J) INSTALL BLACK ON ORANGE "DIP" SIGNS (W8-2) AND/OR "BUMP" SIGNS (W8-1) 500 FT IN ADVANCE OF UNEVEN AREA, AS DIRECTED BY THE ENGINEER.

K) DURING PAVEMENT MILLING OPERATIONS PROVIDE "ROUGH ROAD" SIGNS (W8-8) IN ADVANCE OF A MILLED PAVEMENT AREA.

PAVEMENT EDGE DROP OFF PROTECTION REQUIREMENTS

L) BACKFILL AT A 6:1 SLOPE UP TO THE EDGE AND ELEVATION OF EXISTING PAVEMENT ANY AREAS ADJACENT TO AN OPEN TRAVEL LANE THAT HAVE AN EDGE OF PAVEMENT DROP-OFF AS FOLLOWS:

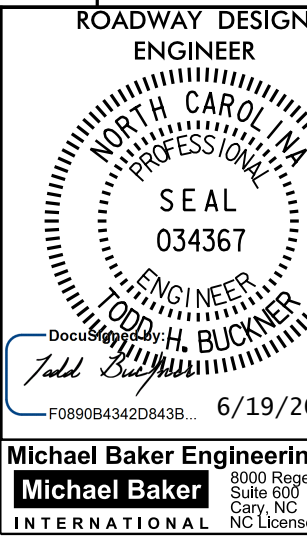
BACKFILL DROP-OFFS THAT EXCEED 2 INCHES ON ROADWAYS WITH POSTED SPEED LIMITS OF 45 MPH OR GREATER.

BACKFILL DROP-OFFS THAT EXCEED 3 INCHES ON ROADWAYS WITH POSTED SPEED LIMITS LESS THAN 45 MPH.

BACKFILL WITH SUITABLE COMPACTED MATERIAL, AS APPROVED BY THE ENGINEER, AT NO EXPENSE TO THE DEPARTMENT.

PEDESTRIAN REQUIREMENTS

M) MAINTAIN ALL NEW SIDEWALKS CLOSED USING BARRICADES AND SIDEWALK CLOSED SIGNS R9-9, UNTIL DIRECTED BY THE ENGINEER TO OPEN.



PHASING

IF WORK IS NOT PURSUED WITHIN 3 DAYS OF SIGN INSTALLATION THE WORK ZONE ADVANCE WARNING SIGNS SHALL BE COVERED OR REMOVED IN A METHOD APPROVED BY ENGINEER. THESE COVERINGS SHALL BE MADE IN ACCORDANCE WITH SECTION 1110 OF THE NCDOT SPECIFICATIONS.

ACCORDANCE WITH SECTION 1110 OF THE NCDOT SPECIFICATIONS.

STEP 1:

PRIOR TO ANY CONSTRUCTION ACTIVITY, INSTALL ALL ADVANCE WORK ZONE WARNING SIGNS IN ACCORDANCE WITH NCDOT RSD 1101.01.

STEP 2:

USING RSD 1101.02, SHEET 1 OF 15, PERFORM THE FOLLOWING:

AT THE END OF EACH WORK PERIOD, RETURN TRAFFIC TO THE EXISTING PATTERN. CONSTRUCT THE PROPOSED IMPROVEMENTS USING RSD 1101.02, SHEET 1 OF 14, WHEN PLACING DRAINAGE STRUCTURES AND PIPE SYSTEMS ADJACENT TO TRAVEL LANES. AT THE END OF EACH WORK PERIOD COVER ANY INCOMPLETE CONSTRUCTION WITH TRAFFIC BEARING STEEL PLATE(S) AND RETURN TRAFFIC TO EXISTING PATTERN.

INSTALL THE FINAL ASPHALT SURFACE COURSE, PAVEMENT MARKINGS, SIDEWALK, AND REMOVE ALL TRAFFIC CONTROL DEVICES.

Note: Not to Scale

BOUNDARIES AND PROPERTY:

State Line	
County Line	
Township Line	
City Line	
Reservation Line	
Property Line	
Existing Iron Pin (EIP)	
Computed Property Corner	
Existing Concrete Monument (ECM)	
Parcel/Sequence Number	
Existing Fence Line	
Proposed Woven Wire Fence	
Proposed Chain Link Fence	
Proposed Barbed Wire Fence	
Existing Wetland Boundary	
Proposed Wetland Boundary	
Existing Endangered Animal Boundary	
Existing Endangered Plant Boundary	
Existing Historic Property Boundary	
Known Contamination Area: Soil	
Potential Contamination Area: Soil	
Known Contamination Area: Water	
Potential Contamination Area: Water	
Contaminated Site: Known or Potential	

BUILDINGS AND OTHER CULTURE:

Gas Pump Vent or U/G Tank Cap	
Sign	
Well	
Small Mine	
Foundation	
Area Outline	
Cemetery	
Building	
School	
Church	
Dam	

HYDROLOGY:

Stream or Body of Water	
Hydro, Pool or Reservoir	
Jurisdictional Stream	
Buffer Zone 1	
Buffer Zone 2	
Flow Arrow	
Disappearing Stream	
Spring	
Wetland	
Proposed Lateral, Tail, Head Ditch	
False Sump	

RAILROADS:

Standard Gauge	
RR Signal Milepost	
Switch	
RR Abandoned	
RR Dismantled	

RIGHT OF WAY & PROJECT CONTROL:

Primary Horiz Control Point	
Primary Horiz and Vert Control Point	
Secondary Horiz and Vert Control Point	
Vertical Benchmark	
Existing Right of Way Monument	
Proposed Right of Way Monument (Rebar and Cap)	
Proposed Right of Way Monument (Concrete)	
Existing Permanent Easement Monument	
Proposed Permanent Easement Monument (Rebar and Cap)	
Existing C/A Monument	
Proposed C/A Monument (Rebar and Cap)	
Proposed C/A Monument (Concrete)	
Existing Right of Way Line	
Proposed Right of Way Line	
Existing Control of Access Line	
Proposed Control of Access Line	
Proposed ROW and CA Line	
Existing Easement Line	
Proposed Temporary Construction Easement	
Proposed Temporary Drainage Easement	
Proposed Permanent Drainage Easement	
Proposed Permanent Drainage/Utility Easement	
Proposed Permanent Utility Easement	
Proposed Temporary Utility Easement	
Proposed Aerial Utility Easement	

ROADS AND RELATED FEATURES:

Existing Edge of Pavement	
Existing Curb	
Proposed Slope Stakes Cut	
Proposed Slope Stakes Fill	
Proposed Curb Ramp	
Existing Metal Guardrail	
Proposed Guardrail	
Existing Cable Guiderail	
Proposed Cable Guiderail	
Equality Symbol	
Pavement Removal	
VEGETATION:	
Single Tree	
Single Shrub	
Hedge	

Woods Line	
Orchard	
Vineyard	

EXISTING STRUCTURES:

MAJOR:	
Bridge, Tunnel or Box Culvert	
Bridge Wing Wall, Head Wall and End Wall	
MINOR:	
Head and End Wall	
Pipe Culvert	
Footbridge	
Drainage Box: Catch Basin, DI or JB	
Paved Ditch Gutter	
Storm Sewer Manhole	
Storm Sewer	

UTILITIES:

* SUE – Subsurface Utility Engineering
LOS – Level of Service – A,B,C or D (Accuracy)

POWER:	
Existing Power Pole	
Proposed Power Pole	
Existing Joint Use Pole	
Proposed Joint Use Pole	
Power Manhole	
Power Line Tower	
Power Transformer	
U/G Power Cable Hand Hole	
H-Frame Pole	
U/G Power Line Test Hole (SUE – LOS A)*	
U/G Power Line (SUE – LOS B)*	
U/G Power Line (SUE – LOS C)*	
U/G Power Line (SUE – LOS D)*	

TELEPHONE:

Existing Telephone Pole	
Proposed Telephone Pole	
Telephone Manhole	
Telephone Pedestal	
Telephone Cell Tower	
U/G Telephone Cable Hand Hole	
U/G Telephone Test Hole (SUE – LOS A)*	
U/G Telephone Cable (SUE – LOS B)*	
U/G Telephone Cable (SUE – LOS C)*	
U/G Telephone Cable (SUE – LOS D)*	
U/G Telephone Conduit (SUE – LOS B)*	
U/G Telephone Conduit (SUE – LOS C)*	
U/G Telephone Conduit (SUE – LOS D)*	
U/G Fiber Optics Cable (SUE – LOS B)*	
U/G Fiber Optics Cable (SUE – LOS C)*	
U/G Fiber Optics Cable (SUE – LOS D)*	

WATER:

Water Manhole	
Water Meter	
Water Valve	
Water Hydrant	
U/G Water Line Test Hole (SUE – LOS A)*	
U/G Water Line (SUE - LOS B)*	
U/G Water Line (SUE – LOS C)*	
U/G Water Line (SUE – LOS D)*	
Above Ground Water Line	

TV:

TV Pedestal	
TV Tower	
U/G TV Cable Hand Hole	
U/G TV Test Hole (SUE – LOS A)*	
U/G TV Cable (SUE – LOS B)*	
U/G TV Cable (SUE – LOS C)*	
U/G TV Cable (SUE – LOS D)*	
U/G Fiber Optic Cable (SUE – LOS B)*	
U/G Fiber Optic Cable (SUE – LOS C)*	
U/G Fiber Optic Cable (SUE – LOS D)*	

GAS:

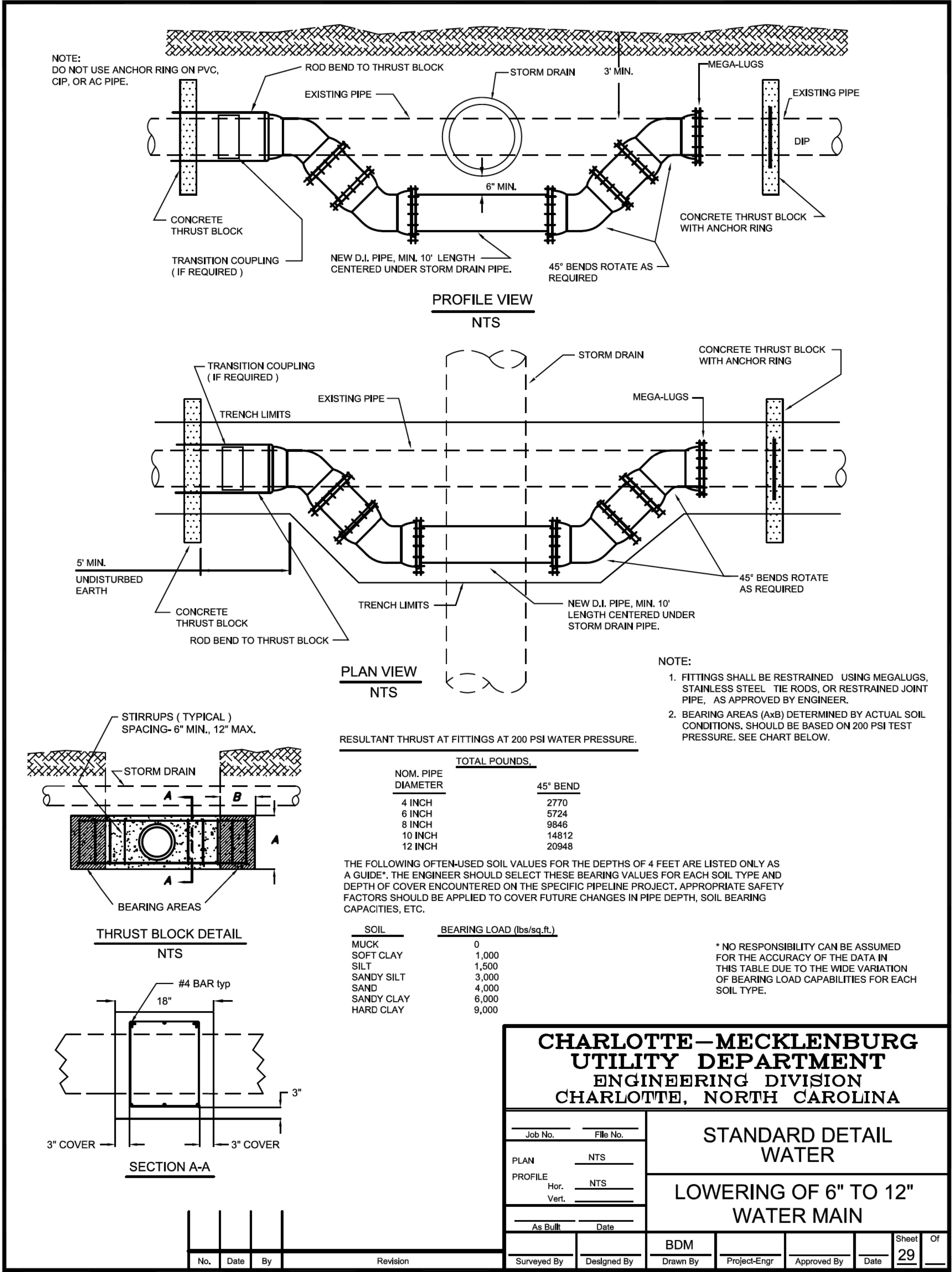
Gas Valve	
Gas Meter	
U/G Gas Line Test Hole (SUE – LOS A)*	
U/G Gas Line (SUE – LOS B)*	
U/G Gas Line (SUE – LOS C)*	
U/G Gas Line (SUE – LOS D)*	
Above Ground Gas Line	

SANITARY SEWER:

Sanitary Sewer Manhole	
Sanitary Sewer Cleanout	
U/G Sanitary Sewer Line	
Above Ground Sanitary Sewer	
SS Force Main Line Test Hole (SUE – LOS A)*	
SS Force Main Line (SUE – LOS B)*	
SS Force Main Line (SUE – LOS C)*	
SS Force Main Line (SUE – LOS D)*	

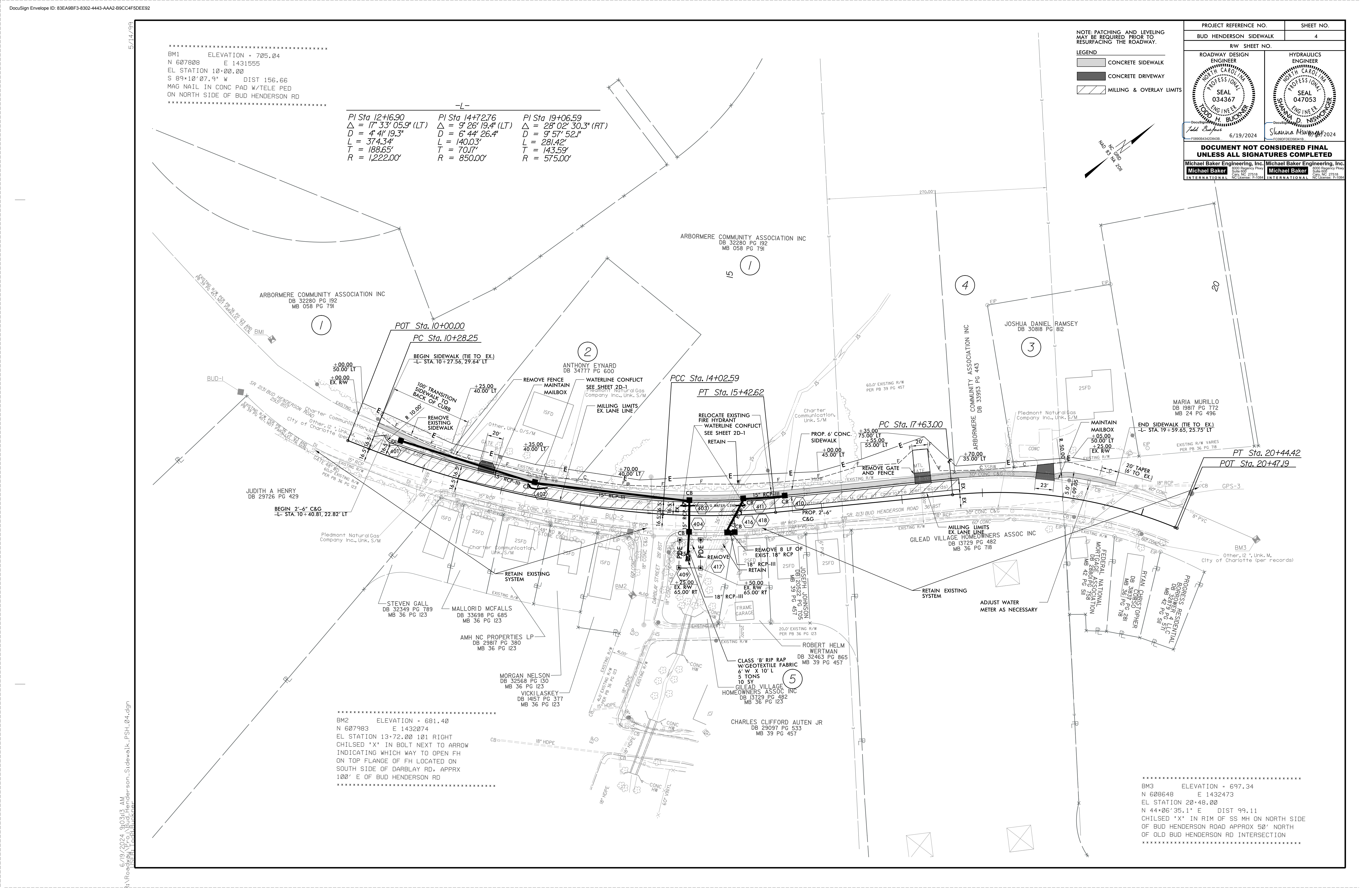
MISCELLANEOUS:

Utility Pole	
Utility Pole with Base	
Utility Located Object	
Utility Traffic Signal Box	
Utility Unknown U/G Line (SUE – LOS B)*	
U/G Tank; Water, Gas, Oil	
Underground Storage Tank, Approx. Loc.	
A/G Tank; Water, Gas, Oil	
Geoenvironmental Boring	
Abandoned According to Utility Records	
End of Information	



19 JUN 2024 09:03 Bud.Henderson-Sidewalk_ITD.dgn
\$\$\$\$\$ DSCALMFB888\$

SDS9A.DWG
5/08/02



BM1 ELEVATION = 705.04
N 607808 E 1431555
EL STATION 10+00.00
S 89°10'07.9" W DIST 156.66
MAG NAIL IN CONC PAD W/TELE PED
ON NORTH SIDE OF BUD HENDERSON RD

-L-
PI Sta 12+16.90
Δ = 17°33'05.9" (LT)
D = 4°41'19.3"
L = 374.34'
T = 188.65'
R = 1,222.00'
PI Sta 14+72.76
Δ = 9°26'19.4" (LT)
D = 6°44'26.4"
L = 140.03'
T = 70.17'
R = 850.00'
PI Sta 19+06.59
Δ = 28°02'30.3" (RT)
D = 9°57'52.1"
L = 281.42'
T = 143.59'
R = 575.00'

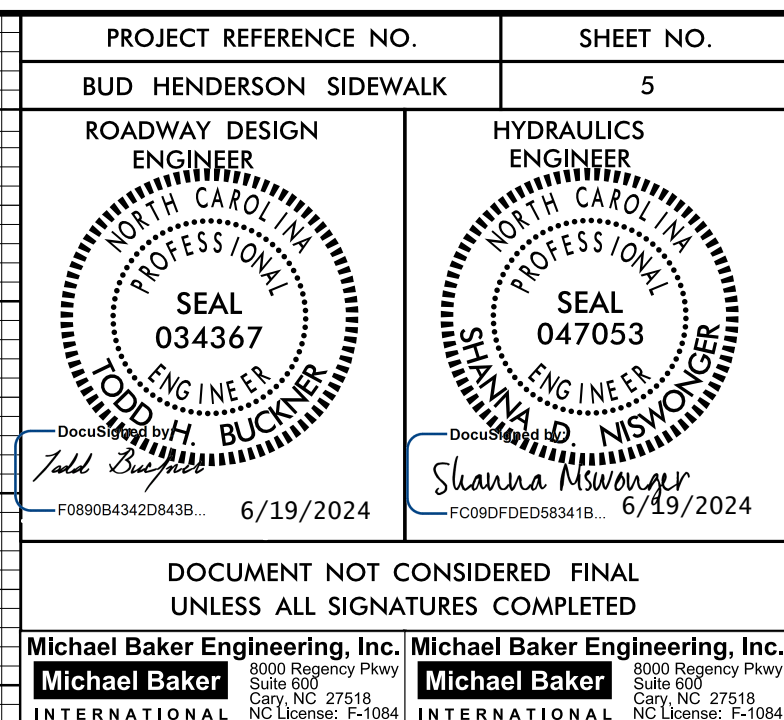
NOTE: PATCHING AND LEVELING
MAY BE REQUIRED PRIOR TO
RESURFACING THE ROADWAY.

LEGEND
CONCRETE SIDEWALK
CONCRETE DRIVEWAY
MILLING & OVERLAY LIMITS

PROJECT REFERENCE NO.		SHEET NO.	
BUD HENDERSON SIDEWALK		4	
R/W SHEET NO.			
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER		
6/19/2024		6/19/2024	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			
Michael Baker Engineering, Inc. Michael Baker INTERNATIONAL NC License: F-1034		Michael Baker Engineering, Inc. Michael Baker INTERNATIONAL NC License: F-1034	

BM2 ELEVATION = 681.40
N 607983 E 1432074
EL STATION 13+72.00 101 RIGHT
CHILSED 'X' IN BOLT NEXT TO ARROW
INDICATING WHICH WAY TO OPEN FH
ON TOP FLANGE OF FH LOCATED ON
SOUTH SIDE OF DARBLAY RD, APPRX
100' E OF BUD HENDERSON RD

BM3 ELEVATION = 697.34
N 608648 E 1432473
EL STATION 20+48.00
N 44°06'35.1" E DIST 99.11
CHILSED 'X' IN RIM OF SS MH ON NORTH SIDE
OF BUD HENDERSON ROAD APPROX 50' NORTH
OF OLD BUD HENDERSON RD INTERSECTION



5/14/99

19-JUN-2024 09:07
Roadway_SideWalk_PSH_01.dgn
SR 2131 BUD HENDERSON ROAD

GENERAL NOTES

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

- A) INSTALL PAVEMENT MARKINGS AND PAVEMENT MARKERS ON THE FINAL SURFACE AS FOLLOWS:

ROAD NAME:	MARKING	MARKER
ALL ROADS	PAINT(DOUBLE COAT)	NONE

- B) TIE PROPOSED PAVEMENT MARKING LINES TO EXISTING PAVEMENT MARKING LINES.
C) REMOVE/REPLACE ANY CONFLICTING/DAMAGED PAVEMENT MARKINGS AND MARKERS.
D) CONTRACTOR TO INSTALL TEMPORARY PAINT AS NEEDED.

SYMBOL

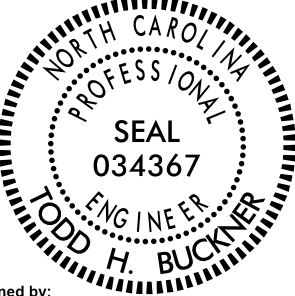
PA
PD
PI
P19

PAINT DESCRIPTION

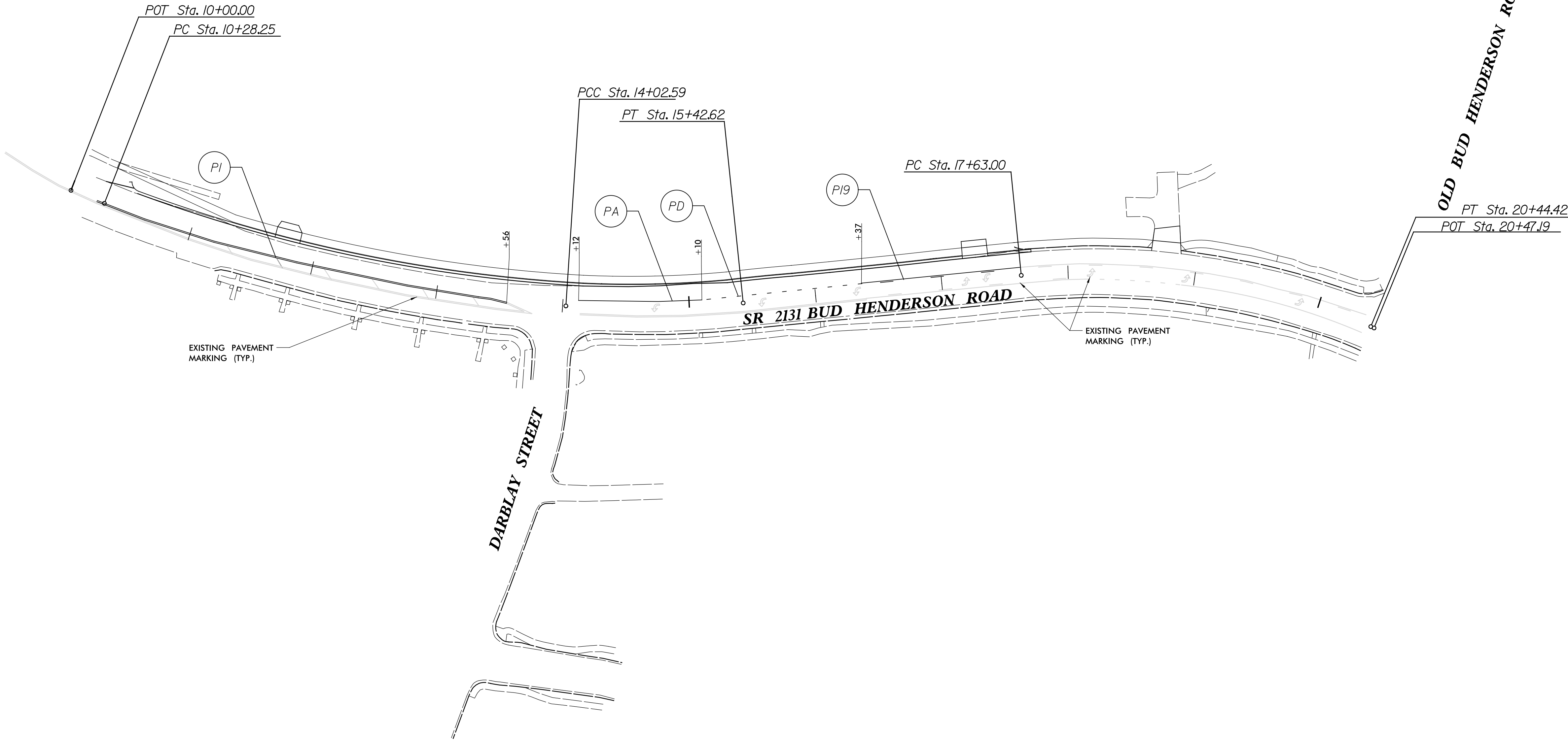
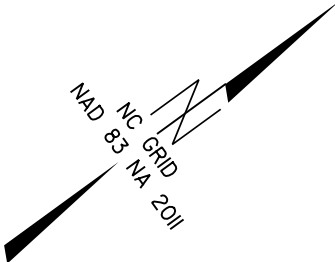
WHITE EDGELINE (4")
3 FT. - 9FT/SP WHITE MINISKIP (4")
YELLOW DOUBLE CENTER (4")
CENTER DOUBLE SOLID/SKIP (4")

PROJECT REFERENCE NO.	SHEET NO.
BUD HENDERSON SIDEWALK	PMP-1
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

Michael Baker Engineering, Inc.
Michael Baker
INTERNATIONAL
8000 Regency Pkwy
Suite 100
Cary, NC 27518
NC License: E-1084



DocuSigned by:
Todd Buckner
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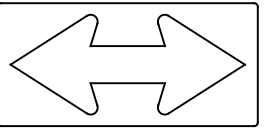


5/14/99

ROADWAY STANDARD DRAWING

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

STD. NO.	TITLE
901.70	SIGN STRINGERS AND SUPPORT SPACING
904.10	ORIENTATION OF GROUND MOUNTED SIGNS
904.50	MOUNTING OF TYPE 'D', 'E' AND 'F' SIGNS ON 'U' CHANNEL POSTS

400 QUANTITY: 1  W1-7 48" X 24" TWO "U" POST PER SIGN	401 QUANTITY: 1  R1-2 24" X 30" ONE "U" POSTS PER SIGN
---	--

GENERAL NOTES

- . ALL SIGNS FURNISHED BY CONTRACTOR
- . ALL TYPE 'D' SIGNS SHALL BE MOUNTED ON TWO U-CHANNEL POSTS UNLESS OTHERWISE INDICATED ON THE PLANS.
- . IF REMOVAL OR RELOCATION OF SIGNS ON PRIVATE STREET (NON-STATE MAINTAINED) IS REQUIRED DUE TO CONSTRUCTION, THE CONTRACTOR SHALL INFORM THE ENGINEER. THE WORK WILL BE COMPLETED BY OTHERS.
- . WHEN NOT STATIONED OR DIMENSIONED ON PLANS, ALL 'E' AND 'F' SIGNS SHALL BE FIELD LOCATED BY THE ENGINEER.
- . ALL EXISTING REGULATORY, WARNING AND GUIDE SIGNS WITHIN THE PROJECT LIMITS WHICH ARE NOT NOTED TO BE RETAINED OR REMOVED & RESET, SHALL BE DISPOSED OF BY THE CONTRACTOR.
- . WHEN EXISTING SIGNS ARE REMOVED AND INSTALLED ON NEW SUPPORTS, THE RE-ERECTION SHALL IMMEDIATELY FOLLOW THE REMOVAL.
- . THE BACKGROUND FOR TYPE E & F SIGNS SHALL BE TYPE C REFLECTIVE SHEETING.
- . ALL U-POSTS SHALL BE DRIVEN TO THE REQUIRED DEPTH (PER STD. SPEC. SECTION 903 (D)(1)). AUGERING WILL NOT BE ALLOWED.

PROJECT REFERENCE NO.	SHEET NO.
BUD HENDERSON SIDEWALK	SIGN-1
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

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SEAL
034367
ENGINEER
TODD H. BUCKNER

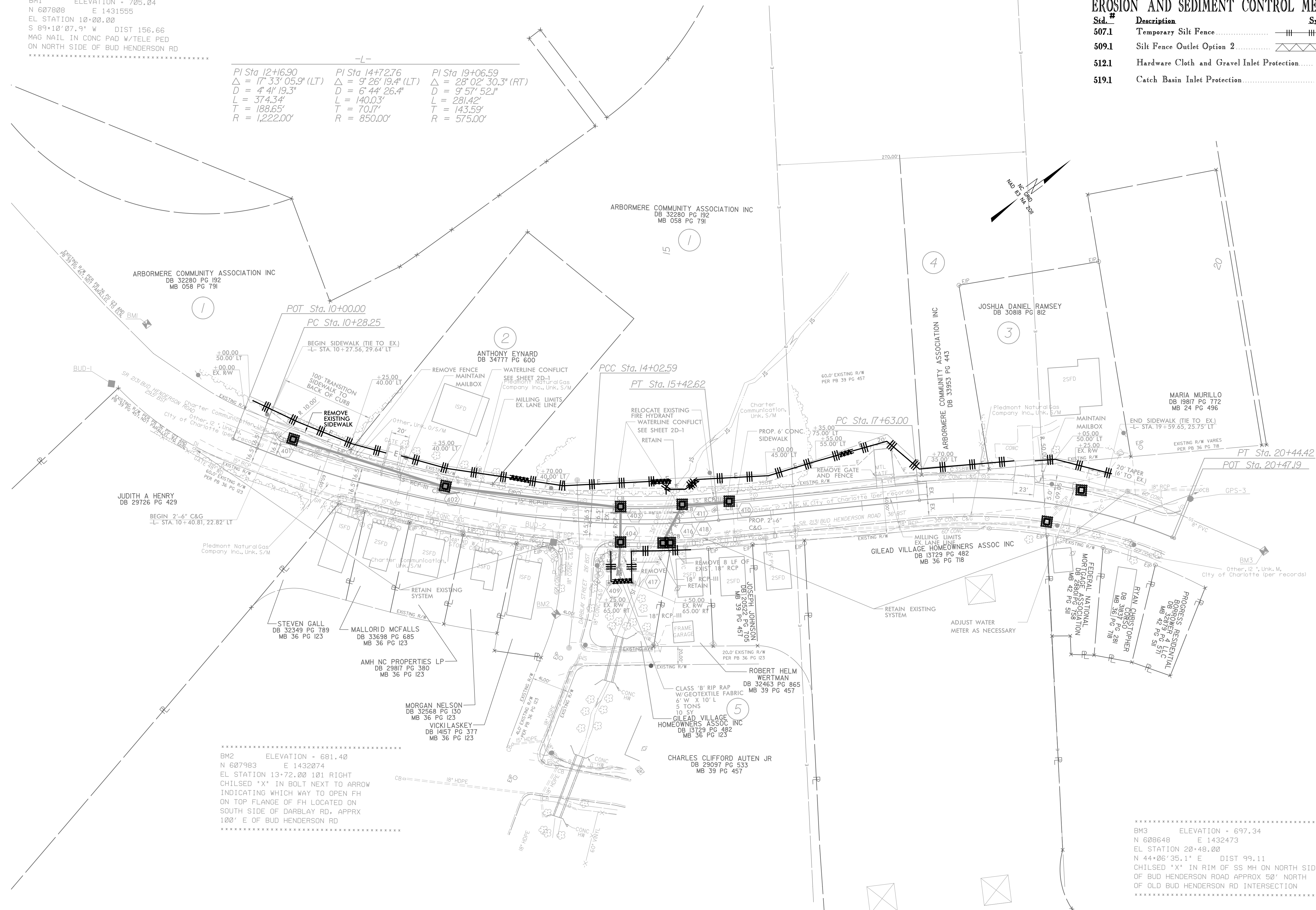
DocuSigned by:
Todd Buckner
F088084342D843B...

6/19/2024

EROSION AND SEDIMENT CONTROL MEASURES

$-L-$		
P S1a 12+16.90	P S1a 14+72.76	P S1a 19+06.59
$\Delta = 17^\circ 33' 05.9''$ (LT)	$\Delta = 9^\circ 26' 19.4''$ (LT)	$\Delta = 28^\circ 02' 30.3''$ (RT)
$D = 4^\circ 41' 19.3''$	$D = 6^\circ 44' 26.4''$	$D = 9^\circ 57' 52.1''$
$L = 374.34^\circ$	$L = 140.03^\circ$	$L = 281.42^\circ$
$T = 188.65'$	$T = 70.71'$	$T = 143.59'$
$R = 1,222.00'$	$R = 850.00'$	$R = 575.00'$

Std. #	Description	Symbol
507.1	Temporary Silt Fence.....	
509.1	Silt Fence Outlet Option 2.....	
512.1	Hardware Cloth and Gravel Inlet Protection.....	
519.1	Catch Basin Inlet Protection.....	



BM3 ELEVATION = 697.34
N 608648 E 1432473
EL STATION 20+48.00
N 44+06'35.1" E DIST 99.11
CHILSED "X" IN RIM OF SS MH ON NORTH SIDE
OF BUD HENDERSON ROAD APPROX 50' NORTH
OF OLD BUD HENDERSON RD INTERSECTION

5/14/99

GENERAL EROSION CONTROL NOTES

1. INSTALL ALL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS PRIOR TO BEGNNING THE CLEARING OF THE SITE.
2. INSPECT ALL EROSION CONTROL MEASURES AFTER EACH RAINFALL EVENT AND REMOVE ALL DEPOSITED SEDIMENT.
3. CLEARING LIMITS ARE SHOWN AS LIMITS OF DISTURBANCE.
4. STABILIZE ALL AREAS DAILY OR AT A MINIMUM BY STABILIZATION REQUIREMENTS.
5. ONCE CONSTRUCTION IS COMPLETE AND SITE IS STABILIZED AND APPROVED BY THE TOWN, REMOVE ALL EROSION CONTROL DEVICES AND STABILIZE THE DISTURBED AREAS.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS, INCLUDING BUT NOT LIMITED TO AN EROSION CONTROL PERMIT FOR ANY OFFSITE WORK AREAS LOCATED OUTSIDE THE CLEARING LIMITS/LIMITS OF DISTURBANCE SHOWN ON THE PLANS, INCLUDING WASTE, BORROW, AND STOCKPILE SITES.

MAINTENANCE REQUIREMENTS

STANDARD SILT FENCE:

INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.

SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE FABRIC PROMPTLY.

REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT.

REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

STANDARD SILT FENCE OUTLET:

INSPECT DEVICES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.

REPLACE STONE PROMPTLY AFTER ANY EVENT THAT HAS CLOGGED OR REMOVED IT.

SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN DEPOSITS REACH HALF THE HEIGHT OF THE BARRIER. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OUTLET IS REMOVED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

STANDARD CATCH BASINYARD INLET PROTECTION:

INSPECT INLETS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT. CLEAR THE MESH WIRE OF ANY DEBRIS OR OTHER OBJECTS TO PROVIDE ADEQUATE FLOW. FOR SUBSEQUENT RAINS, TAKE CARE NOT TO DAMAGE OR UNDERCUT THE WIRE MESH DURING SEDIMENT REMOVAL. REPLACE STONE AS NEEDED.

STABILIZATION TIME FRAMES

SITE DESCRIPTION	STABILIZATION TIME	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH.
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE, EXCEPT FOR PERIMETERS AND HOW ZONES.

GENERAL NOTES:

1. FILTER FABRIC FENCE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. WOVEN FILTER FABRIC BE USED WHERE SILT FENCE IS TO REMAIN FOR A PERIOD OF MORE THAN 30 DAYS.
3. STEEL POSTS SHALL BE 5'-0" IN HEIGHT AND BE OF THE SELF-PASTENER ANGLE STEEL TYPE.
4. TURN SILT FENCE UP SLOPE AT ENDS.
5. ORANGE SAFETY FENCE IS REQUIRED AT BACK OF SILT FENCE WHEN GRADING IS ADJACENT TO SWIM BUFFERS, STREAMS OR WETLANDS (REFER TO SWIM BUFFER GUIDELINES). THE COLOR ORANGE IS RESERVED FOR VISUAL IDENTIFICATION OF ENVIRONMENTALLY SENSITIVE AREAS.
6. DRAINAGE AREA CAN NOT BE GREATER THAN 1/4 ACRE PER 100 FT OF FENCE.
7. SLOPE LENGTHS CAN NOT EXCEED CRITERIA SHOWN IN TABLE 6.6.2A NORTH CAROLINA EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.
8. DO NOT INSTALL SEDIMENT FENCE ACROSS STREAMS, DITCHES, WATERWAYS OR OTHER AREAS OF CONCENTRATED FLOW.

MAINTENANCE NOTES:

1. FILTER BARRIERS SHALL BE INSPECTED BY THE FINANCIALLY RESPONSIBLE PARTY OR HIS AGENT IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REPAIRS NEEDED SHALL BE MADE IMMEDIATELY.
2. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL IS NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN DEPOSITS REACH APPROX. HALF THE HEIGHT OF THE BARRIER. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS REMOVED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

NOT TO SCALE

Town of Huntersville
STANDARD DRAWING
NORTH CAROLINA

TEMPORARY SILT FENCE

REV. DATE: 10/14/09
SYN. NO.: 507.1

GENERAL NOTES:

1. SEDIMENT FILTER OUTLET AND HARDWARE CLOTH SHALL BE 16 INCHES HIGH BUT NO TALLER THAN 18 INCHES.
2. NCDOT #5 OR #57 WASHED STONE MAY BE USED WITH HARDWARE CLOTH OR CLASS 1 OR 2 RIP-RAP SHALL BE USED AND COVERED WITH 4 INCHES OF NCDOT #5 OR #57 WASHED STONE ON THE UPSLOPE SIDE WITH HARDWARE CLOTH.
3. HARDWARE CLOTH SHALL BE ANCHORED TO THE STEEL POSTS SECURELY USING APPROPRIATE ANCHORS. HARDWARE CLOTH SHALL BE KEPT IN A MINIMUM OF 12 INCHES IN LENGTH AND BACKFILLED PROPERLY AS SHOWN IN ABOVE DETAIL. HARDWARE CLOTH TO BE SAME AS STD. #512.1 (19 GAUGE, 1/4" SPACING).
4. POSTS SHALL BE NO MORE THAN 4 FEET APART.
5. SITE OUTLETS AT ANY POINT SHALL CONCENTRATED FLOWS ARE ANTICIPATED AND AT THE DIRECTION OF THE INSPECTOR.
6. ONE ACRE MAXIMUM DRAINAGE AREA PER OUTLET.

MAINTENANCE NOTES:

1. FILTER OUTLETS SHALL BE INSPECTED BY THE FINANCIALLY RESPONSIBLE PARTY OR HIS AGENT IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REPAIRS NEEDED SHALL BE MADE IMMEDIATELY.
2. THE STONE SHALL BE REPLACED PROMPTLY AFTER ANY EVENT THAT HAS CLOGGED OR REMOVED IT.
3. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN DEPOSITS REACH HALF THE HEIGHT OF THE BARRIER. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OUTLET IS REMOVED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

NOT TO SCALE

Town of Huntersville
STANDARD DRAWING
NORTH CAROLINA

SILT FENCE
OUTLET OPTION 2

REV. DATE: 10/14/09
SYN. NO.: 509.1

GENERAL NOTES:

1. UNIFORMLY GRADE A SHALLOW DEPRESSION APPROACHING THE INLET.
2. DRIVE 5-FOOT STEEL POSTS 2 FEET INTO THE GROUND SURROUNDING THE INLET. SPACE POSTS EVENLY AROUND THE PERIMETER OF THE INLET. A MAXIMUM OF 4 FEET APART.
3. SURROUND THE POSTS WITH WIRE MESH HARDWARE CLOTH. SECURE THE WIRE MESH TO THE STEEL POSTS AT THE TOP, MIDDLE, AND BOTTOM. PLACING A 2-FOOT FLAP OF THE WIRE MESH UNDER THE GRAVEL FOR ANCHORING IS RECOMMENDED.
4. PLACE CLEAN GRAVEL (NO DOT #5 OR #57 STONE) ON A 2:1 SLOPE WITH A HEIGHT OF 16 INCHES AROUND THE WIRE, AND SMOOTH TO AN EVEN GRADE.
5. ONCE THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED, REMOVE ACCUMULATED SEDIMENT AND ESTABLISH FINAL GRADING ELEVATIONS.
6. COMPACT THE AREA PROPERLY AND STABILIZED IT WITH GROUND COVER.

NOT TO SCALE

Town of Huntersville
STANDARD DRAWING
NORTH CAROLINA

HARDWARE CLOTH AND GRAVEL
INLET PROTECTION

REV. DATE: 10/14/09
SYN. NO.: 512.1

NOTES:

1. INLET MAINTENANCE SHALL BE DOCUMENTED IN PROJECT LOG BOOK.
2. FILTER TYPES SHALL BE APPROVED BY THE INSPECTOR PRIOR TO INSTALLATION.
3. FILTER BAGS MAY BE REMOVED WHEN SITE IS STABILIZED AT THE DIRECTION OF THE ENGINEER.
4. FILTER BAGS SHALL BE REMOVED PRIOR TO STREET ACCEPTANCE.
5. FILTER BAGS SHALL BE CLEANED OR REPLACED ON A REGULAR BASIS (NOT BE MORE THAN HALF FULL AT ANY TIME).
6. FILTER BAGS SHALL NOT BE ALLOWED IN EXISTING TOWN OR NCDOT ROADS.

NOT TO SCALE

Town of Huntersville
STANDARD DRAWING
NORTH CAROLINA

CATCH BASIN INLET PROTECTION

REV. DATE: 10/14/09
SYN. NO.: 519.1

	GENTLE SLOPES	STEEP SLOPES
SEEDING MIXTURE	80 lbs/acre of tall fescue	100 lbs/acre tall fescue 30 lbs/acre Sericea lespedeza (unscarified after August 15) 10 lbs/acre Kobe lespedeza
SEEDING DATES	FALL: August 25 – October Late winter: February 15 – April 15 To extend spring seeding into June, add 15 lbs/acre hulled Bermudagrass Overseeding of Kobe lespedeza over fall-seeded tall fescue is very effective.	FALL: August 25 – October 15 Late winter: February 15 – April 15 To extend spring seeding into June, add 15 lbs/acre hulled Bermudagrass Overseeding of Kobe lespedeza over fall-seeded tall fescue is very effective.
SEEDING AMENDMENTS	Apply lime and fertilizer per soil tests, or 4000 lbs/acre limestone and 1000 lbs/acre 10–10–10 fertilizer.	Apply lime and fertilizer per soil tests, or 4000 lbs/acre limestone and 1000 lbs/acre 10–10–10 fertilizer.

NOTE 1
Ground Cover-- Protective cover must be established on all disturbed areas within 14 calendar days after land disturbing activity is completed or has temporarily ceased.

NOTE 2
Graded slopes and fills-- Protective cover must be established on all graded slopes and fills within 7 calendar days after a phase of grading is completed or has temporarily ceased.

NOTE 3
Enhanced Controls-- Protective cover must be established on all disturbed areas, graded slopes, and fills within 5 calendar days after land disturbing activity or a phase of grading is completed or has temporarily ceased.

NOT TO SCALE

Town of Huntersville
STANDARD DRAWING
NORTH CAROLINA

SEEDING SCHEDULE

REV. DATE: 08/01/17
SYN. NO.: 521.1

PROJECT REFERENCE NO.	SHEET NO.
BUD HENDERSON SIDEWALK	EC-2

TEMPORARY SEEDING FOR WARM AND COOL SEASON

	EARLY SUMMER SEASON	STEEP SLOPES
SEEDING MIXTURE	40 lbs/acre of German millet 80 lbs/acre of tall fescue	120 lbs/acre Rye (grain) 80 lbs/acre tall fescue
SEEDING DATES	May 1 – August 15 Refertilize if growth is not fully adequate. Apply 4000 lbs/acre straw or equivalent hydroseeding.	October 25 – December 30 Between December 30 – February 15, add 50 lbs/acre of annual Kobe lespedeza. Apply 4000 lbs/acre straw or equivalent hydroseeding.
SEEDING AMENDMENTS	Apply lime and fertilizer per soil tests, or 2000 lbs/acre limestone and 750 lbs/acre 10–10–10 fertilizer.	Apply lime and fertilizer per soil tests, or 2000 lbs/acre limestone and 750 lbs/acre 10–10–10 fertilizer.

NOT TO SCALE

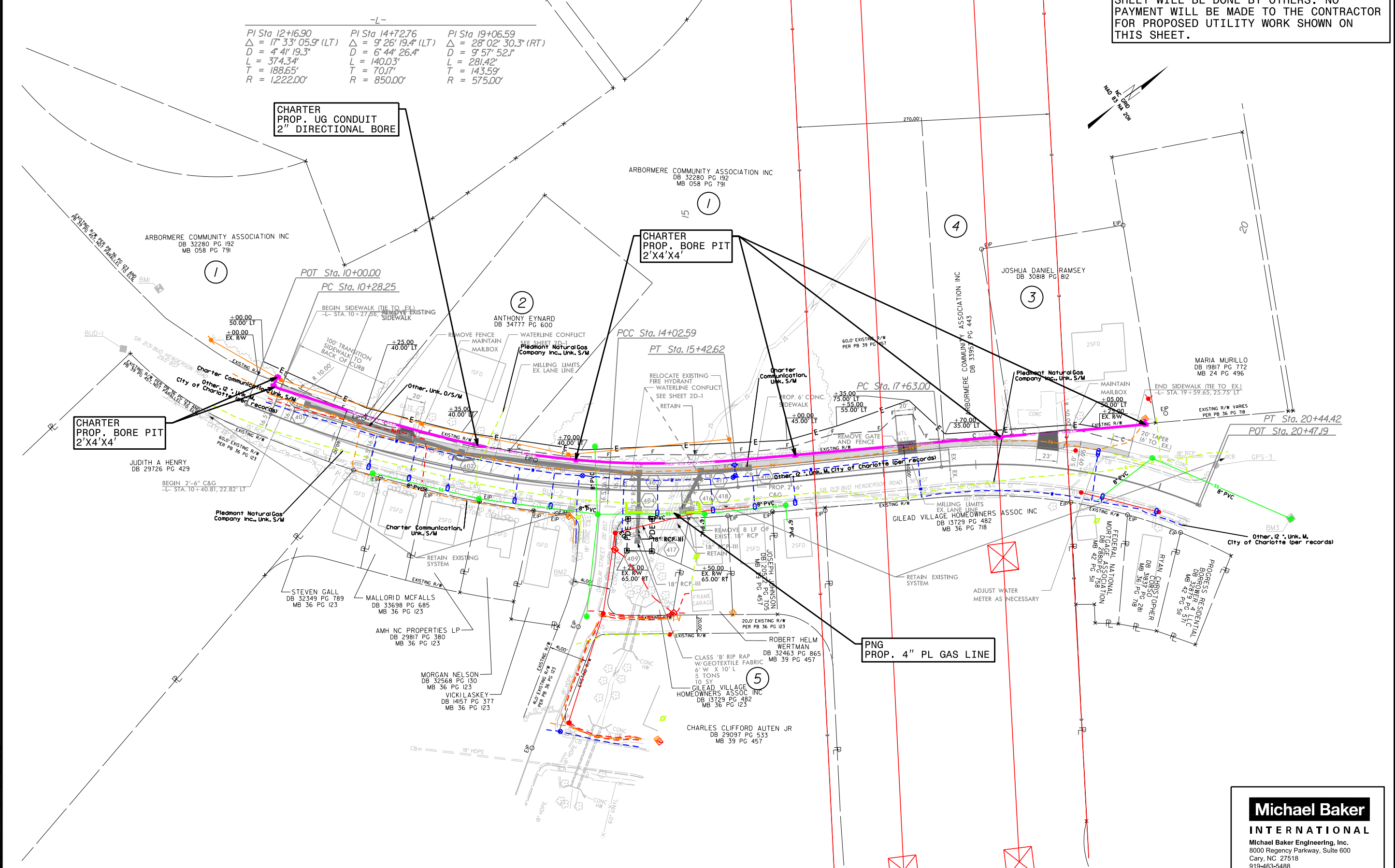
Town of Huntersville
STANDARD DRAWING
NORTH CAROLINA

SEEDING SCHEDULE
(SEASONAL)

REV. DATE: 10/14/09
SYN. NO.: 522.1

UTILITIES BY OTHERS

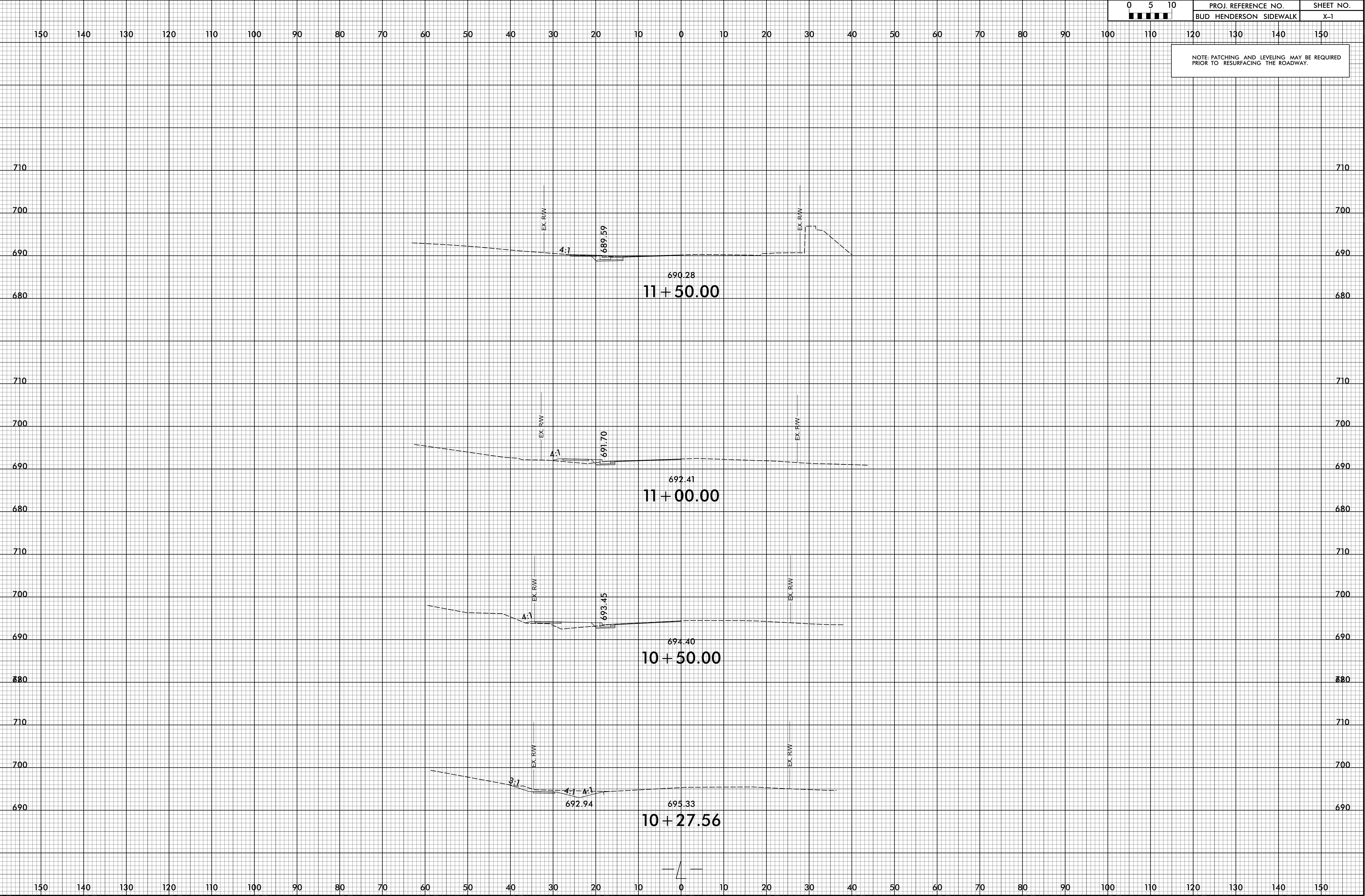
ALL PROPOSED UTILITY WORK SHOWN ON THIS SHEET WILL BE DONE BY OTHERS. NO PAYMENT WILL BE MADE TO THE CONTRACTOR FOR PROPOSED UTILITY WORK SHOWN ON THIS SHEET.



-L-		
PI Sta 12+16.90	PI Sta 14+72.76	PI Sta 19+06.59
$\Delta = 17^{\circ} 33' 05.9" (LT)$	$\Delta = 9^{\circ} 26' 19.4" (LT)$	$\Delta = 28^{\circ} 02' 30.3" (RT)$
$D = 4^{\circ} 41' 19.3"$	$D = 6^{\circ} 44' 26.4"$	$D = 9^{\circ} 57' 52.1"$
$L = 374.34'$	$L = 140.03'$	$L = 281.42'$
$T = 188.65'$	$T = 70.17'$	$T = 143.59'$
$R = 1,222.00'$	$R = 850.00'$	$R = 575.00'$

6/23/16

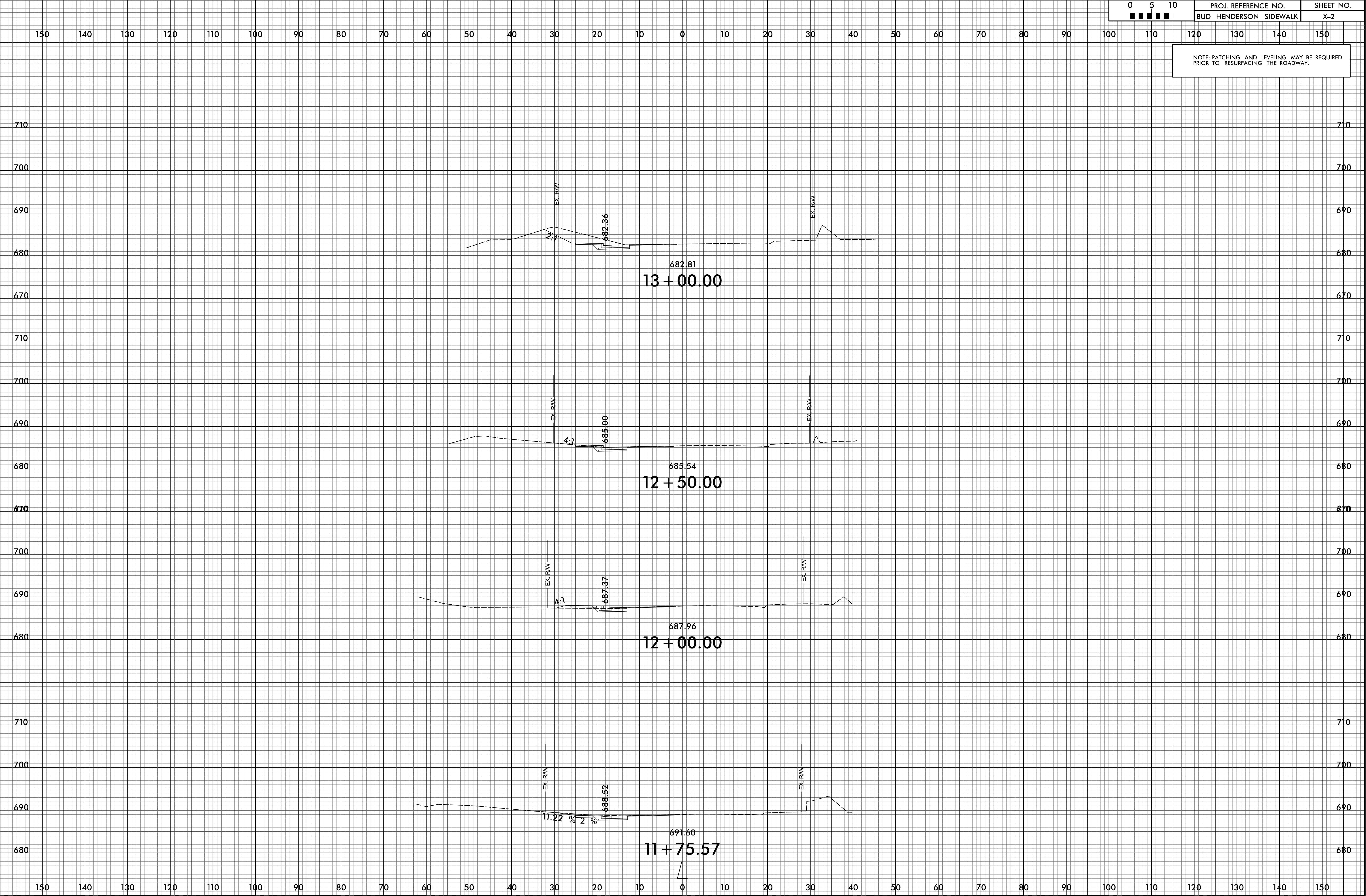
19-JUN-2024 09:03
R:\Roadway\N\Corridor-Modeling\Bud_Henderson_Sidewalk_XPL.dgn
BUD HENDERSON



6/23/16

0 5 10			PROJ. REFERENCE NO.		SHEET NO.	
			BUD HENDERSON SIDEWALK		X-2	

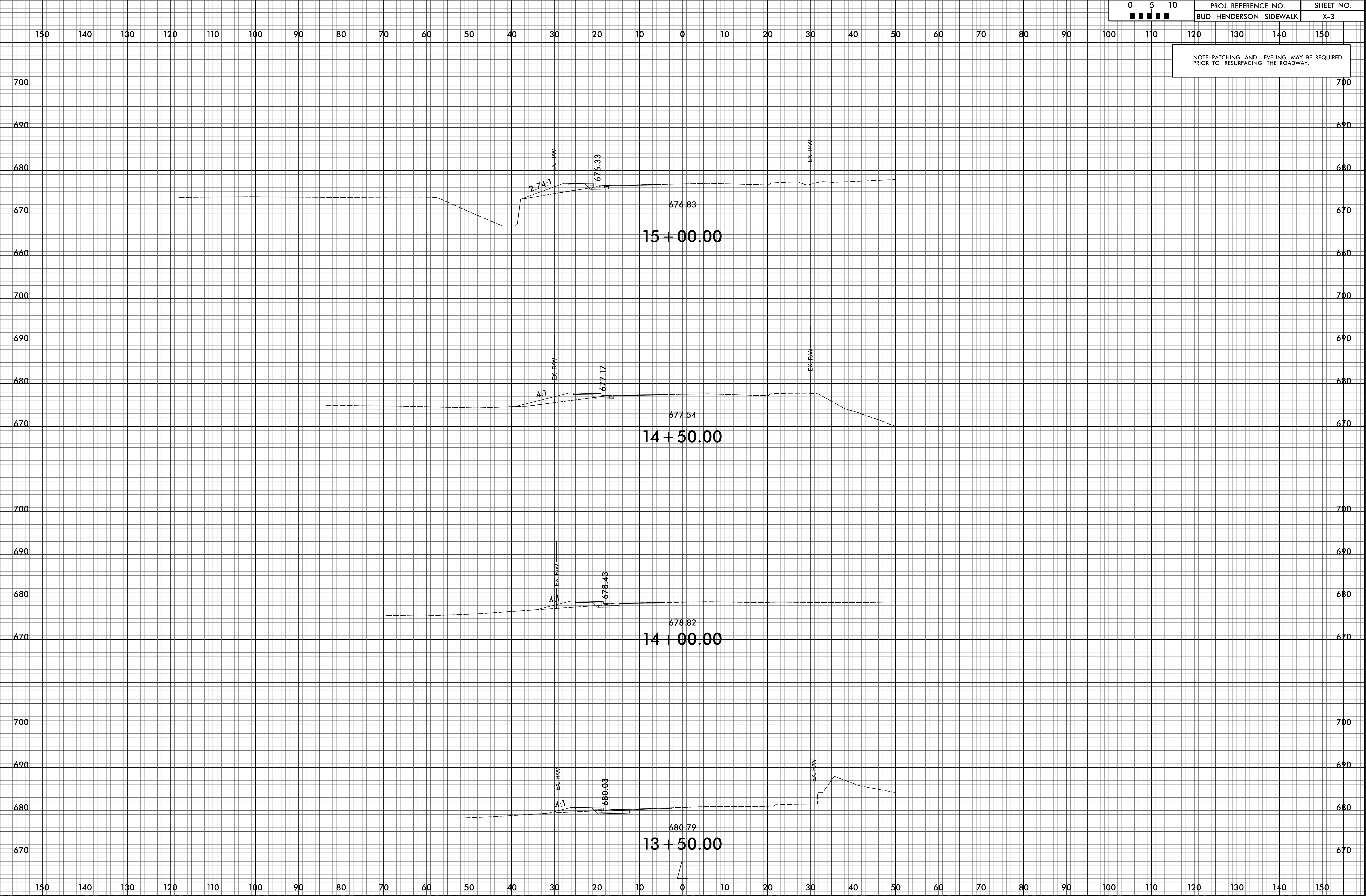
NOTE: PATCHING AND LEVELING MAY BE REQUIRED PRIOR TO RESURFACING THE ROADWAY.



6/23/16

PROJ. REFERENCE NO.			SHEET NO.	
BUD HENDERSON SIDEWALK			X-3	

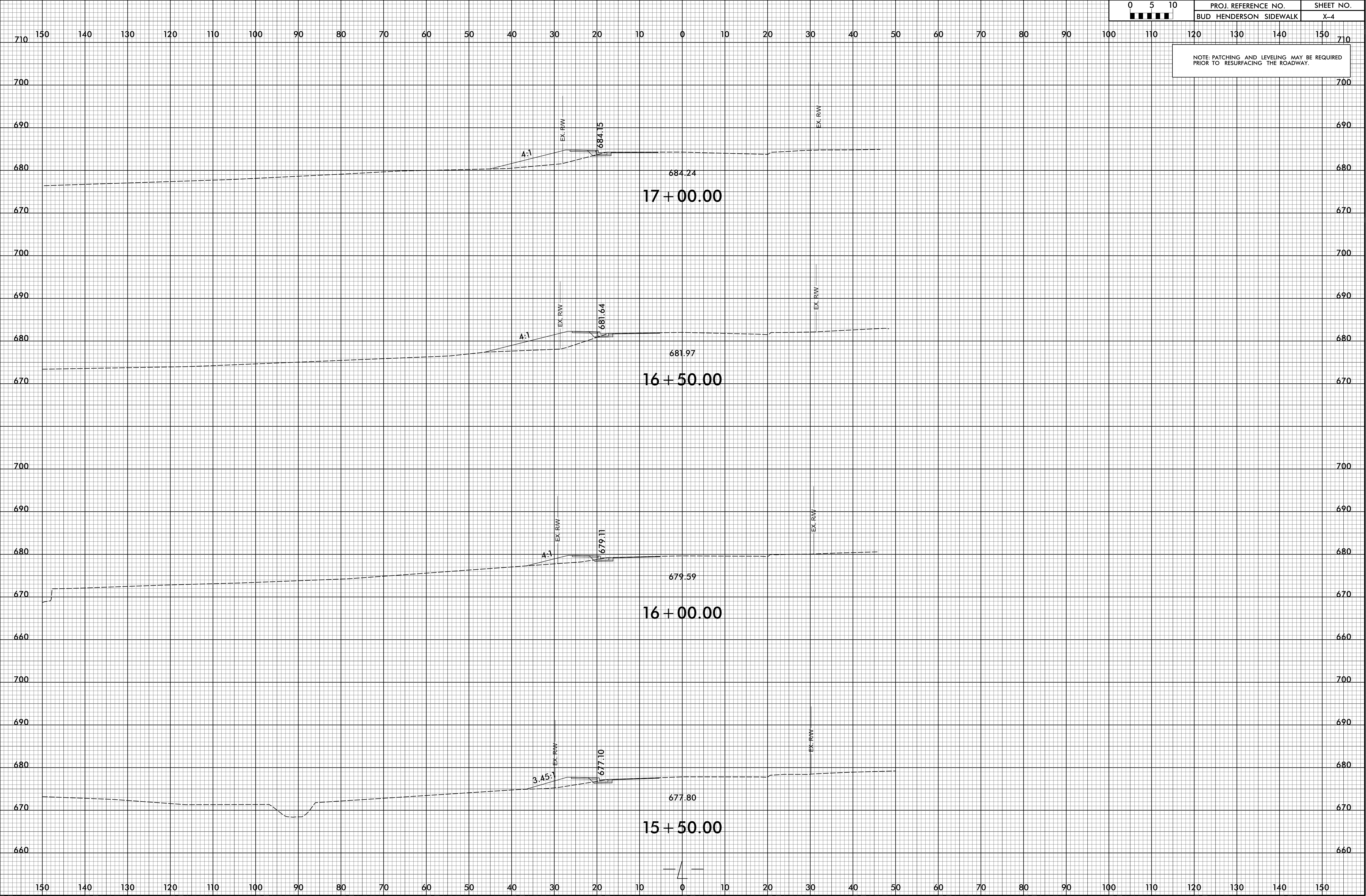
NOTE: PATCHING AND LEVELING MAY BE REQUIRED PRIOR TO RESURFACING THE ROADWAY.



6/23/16

0 5 10 [Scale Bar]	PROJ. REFERENCE NO.			SHEET NO.
	BUD	HENDERSON	SIDEWALK	X-4

NOTE: PATCHING AND LEVELING MAY BE REQUIRED
PRIOR TO RESURFACING THE ROADWAY.



6/23/16

0 5 10 [Scale Bar]	PROJ. REFERENCE NO.			SHEET NO.	
	BUD	HENDERSON	SIDEWALK	X-5	

NOTE: PATCHING AND LEVELING MAY BE REQUIRED PRIOR TO RESURFACING THE ROADWAY.

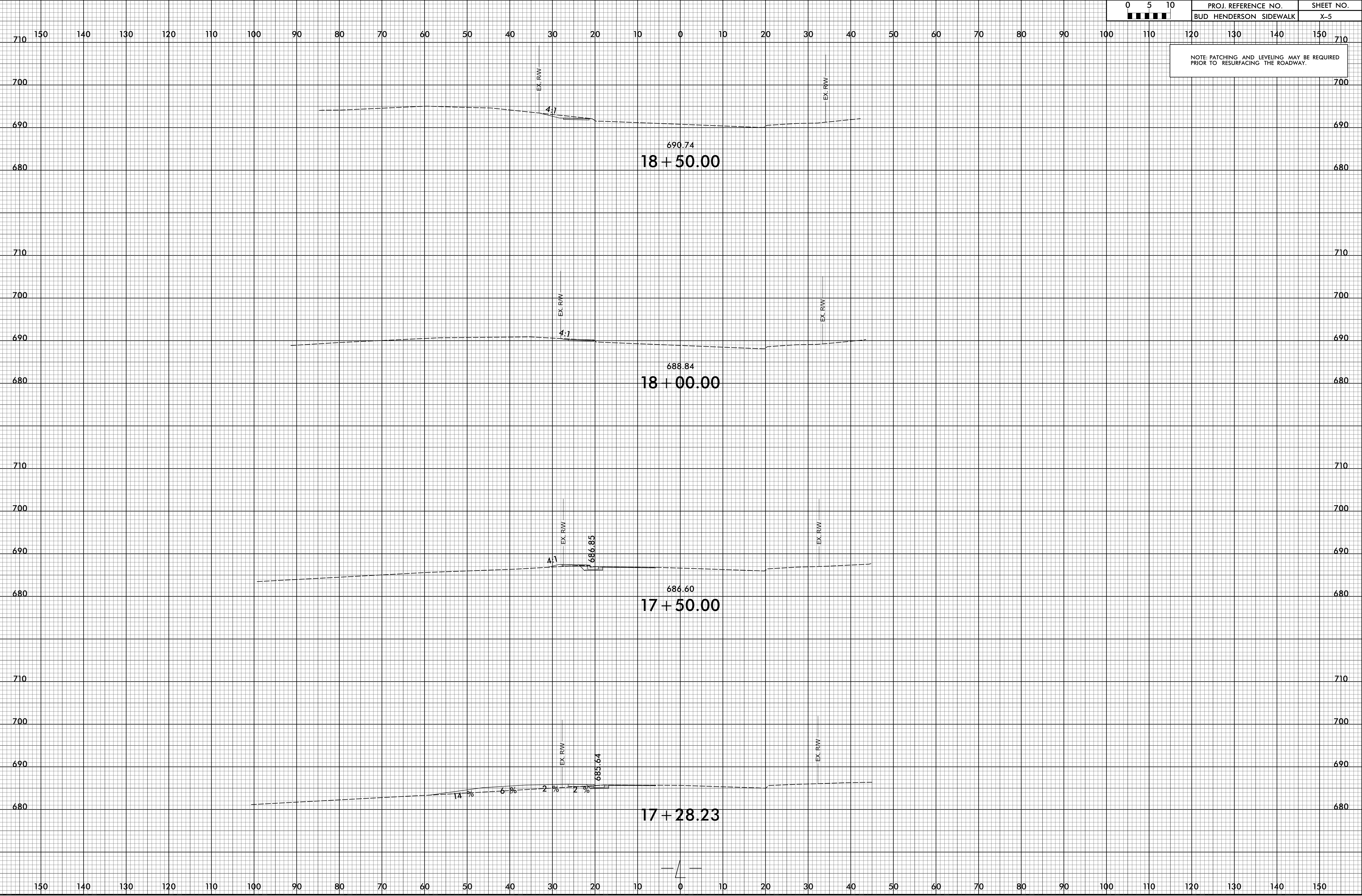




EXHIBIT B - ITEMIZED PROPOSAL

Bud Henderson Sidewalk						
Line Item	Sec No.	Description	Quantity	Unit	Unit Bid Price	Amount Bid
	800	Mobilization	1	LS	\$ 31,000.00	\$ 31,000.00
	801	Construction Surveying	1	LS	\$ 15,500.00	\$ 15,500.00
	226	Grading	1	LS	\$ 100,000.00	\$ 100,000.00
	300	Foundation Conditioning Material, Minor Structures	60	TON	\$ 75.00	\$ 4,500.00
	300	Foundation Conditioning Geotextile	180	SY	\$ 5.00	\$ 900.00
	310	15" RC Pipe Culvert, Class III	460	LF	\$ 125.00	\$ 57,500.00
	310	15" RC Pipe Culvert, Class IV	36	LF	\$ 130.00	\$ 4,680.00
	310	18" RC Pipe Culvert, Class III	36	LF	\$ 135.00	\$ 4,860.00
	310	15" Pipe End Section	1	EA	\$ 2,000.00	\$ 2,000.00
	545	Incidental Stone Base	15	TON	\$ 75.00	\$ 1,125.00
	607	Milling Asphalt Pavement, 1 1/2" Depth	1,060	SY	\$ 11.00	\$ 11,660.00
	610	Asphalt Conc. Surface Course, Type S9.5C	120	TON	\$ 135.00	\$ 16,200.00
	610	Asphalt Conc. Intermediate Course, Type I19.0C	40	TON	\$ 135.00	\$ 5,400.00
	610	Asphalt Conc. Base Course, Type B25.0C	160	TON	\$ 135.00	\$ 21,600.00
	620	Asphalt Binder for Plant Mix	20	TON	\$ 750.00	\$ 15,000.00
	654	Asphalt Plant Mix, Pavement Repair	50	TON	\$ 245.00	\$ 12,250.00
	840	Masonry Drainage Structure	8	EA	\$ 3,850.00	\$ 30,800.00
	840	Frame and Grate & Hood, Std. 840.03, Type E	3	EA	\$ 865.00	\$ 2,595.00
	840	Frame and Grate & Hood, Std. 840.03, Type F	2	EA	\$ 900.00	\$ 1,800.00
	840	Frame and Grate & Hood, Std. 840.03, Type G	2	EA	\$ 900.00	\$ 1,800.00
	840	Frame with Two Grates, Std. 840.16	1	EA	\$ 850.00	\$ 850.00
	846	2'-6" Concrete Curb and Gutter	670	LF	\$ 40.00	\$ 26,800.00
	848	4" Concrete Sidewalk	580	SY	\$ 50.00	\$ 29,000.00
	848	6" Concrete Driveway	110	SY	\$ 70.00	\$ 7,700.00
	858	Adjust of Meter Boxes or Valve Boxes	4	EA	\$ 300.00	\$ 1,200.00
	876	Rip Rap, Class B	5	TON	\$ 90.00	\$ 450.00
	876	Geotextile for Drainage	95	SY	\$ 5.00	\$ 475.00
	901	Contractor Furnished, Type D Sign	8	SF	\$ 19.00	\$ 152.00
	901	Contractor Furnished, Type E Sign	5	SF	\$ 18.00	\$ 90.00
	903	Supports, 3-lb Steel U-Channel	42	LF	\$ 11.00	\$ 462.00
	904	Sign Erection, Type D	1	EA	\$ 176.00	\$ 176.00
	904	Sign Erection, Type E	1	EA	\$ 144.00	\$ 144.00
	907	Disposal of Sign System, U-Channel	2	EA	\$ 60.00	\$ 120.00
	SP	Traffic Control	1	LS	\$ 140,000.00	\$ 140,000.00
	1205	Paint Pavement Marking Lines (4")	1,820	LF	\$ 2.00	\$ 3,640.00
	1605	Temporary Silt Fence	1,150	LF	\$ 4.00	\$ 4,600.00
	1610	Erosion Control Stone, Class A	30	TON	\$ 90.00	\$ 2,700.00
	1610	Sediment Control Stone	25	TON	\$ 60.00	\$ 1,500.00
	1615	Temporary Mulching	0.5	ACR	\$ 3,200.00	\$ 1,600.00
	1620	Seed for Temporary Seed	100	LB	\$ 1.60	\$ 160.00
	1620	Fertilizer for Temporary Seed	0.5	TON	\$ 2,665.00	\$ 1,332.50
	1631	Matting for Erosion Control	5,625	SY	\$ 2.00	\$ 11,250.00
	1632	1/4" Hardware Cloth	125	LF	\$ 10.50	\$ 1,312.50
	1660	Seeding and Mulching	0.5	ACR	\$ 5,330.00	\$ 2,665.00
	1660	Mowing	0.5	ACR	\$ 320.00	\$ 160.00
	1661	Seed for Repair Seeding	50	LB	\$ 8.50	\$ 425.00
	1661	Fertilizer for Repair Seeding	0.25	TON	\$ 1,600.00	\$ 400.00
	1662	Seed for Supplemental Seeding	50	LB	\$ 9.50	\$ 475.00
	1665	Fertilizer Topdressing	0.25	TON	\$ 2,025.00	\$ 506.25
	1667	Specialized Handmowing	10	MHR	\$ 59.00	\$ 590.00
	1675	Response for Erosion Control	7	EA	\$ 105.00	\$ 735.00
	SP	Concrete Washout Structure	1	EA	\$ 809.75	\$ 809.75
	SP	Generic Erosion Control Item - Fabric Insert Inlet Protection	9	EA	\$ 50.00	\$ 450.00
	SP	Generic Erosion Control Item - Fabric Insert Inlet Protection Cleanout	27	EA	\$ 200.00	\$ 5,400.00
	SP	Relocate Existing Fire Hydrant	1	EA	\$ 3,000.00	\$ 3,000.00
	SP	Lowering of 12" Water Main	2	EA	\$ 13,500.00	\$ 27,000.00
		Replace/relocated mailboxes during construction	2	EA	\$ 250.00	\$ 500.00
TOTAL BID AMOUNT FOR PROJECT =				\$		620,000.00

EXHIBIT B – ITEMIZED PROPOSAL

EFFicient Developments, LLC 11/25/24
Company Name Date

Vincent DiProspero owner
Print Name Title

Vincent DiProspero
Signature

EXHIBIT C – STANDARD CONSTRUCTION SERVICES CONTRACT



Engineering & Public Works
105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 766-2220

CONTRACT FOR CONSTRUCTION SERVICES

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

PROJECT: Bud Henderson Sidewalk Project
LOCATION: Bud Henderson Road,
Huntersville, NC

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, which is incorporated herein by reference as Exhibit C. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in Exhibit C, which shall constitute the “Work.” The 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 a fee schedule attached hereto as Exhibit D, (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 B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Coordination with Others. The Contractor agrees to coordinate the Work with the work of any other unaffiliated contractors or with the work of the Town’s own forces to avoid delaying or interfering with their work.
8. 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.

9. 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. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by specifications.
10. 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.
11. 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.
12. 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.
13. 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.
14. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
15. 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.
16. 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.
17. 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 \$1000 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.

18. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described on Exhibit D.

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:

Efficient Developments LLC

Name of Contractor (type or print)

Town Manager

By:

Vincent G. D. Propp
(Signature)

Attest: _____

Town Clerk

Title:

owner

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

Attest:

Glenn Nichols
(Secretary, if a corporation)

Finance Director

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

8. **Indemnification.** To the greatest extent allowed by North Carolina law, the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law. Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligation of other parties.
9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later. When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.
10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit C2, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

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

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

(Insert Bonds Accordingly)

CONTRACT PAYMENT BOND

Date of Payment Bond Execution: December 17, 2024

Name of Principal Contractor: Efficient Developments LLC

Name of Surety: Hudson Insurance Company

Name of Contracting Body: Bud Henderson Sidewalk Improvements

Amount of Bond: \$620,000 Six Hundred Twenty Thousand Dollars and 00/100

Contract ID No.: _____

County Name: Mecklenburg

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

Hudson Insurance Company

Print or type Surety Company Name

By

Ronda W. Bush

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



Ronda W. Bush

Signature of Attorney-in-Fact

Joseph Kelly

Signature of Witness

Joseph Kelly

Print or type Signer's name

100 William Street 5th Floor New York, NY 10038

Address of Attorney-in-Fact

**CONTRACT PAYMENT BOND
LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Efficient Developments LLC

Full name of Firm

10800 Sikes Place, Suite 226, Charlotte. NC 28277

Address as prequalified

By:



Signature of Member, Manager, Authorized Agent
Select appropriate title

Vincent J. DiProspero Jr.

Print or type Signer's name



Bond Number: ASA-A293-0054

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Ronda W. Bush
of the State of NC

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.



Attest: Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order:

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2022 and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 17th day of December, 2024.



By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: December 17, 2024

Name of Principal Contractor: Efficient Developments LLC

Name of Surety: Hudson Insurance Company

Name of Contracting Body: Bud Henderson Sidewalk Improvements

Amount of Bond: \$620,000 Six Hundred Twenty Thousand Dollars and 00/100

Contract ID No.: _____

County Name: Mecklenburg

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

Hudson Insurance Company

Print or type Surety Company Name

Ronda W. Bush

By

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



Ronda W. Bush
Signature of Attorney-in-Fact

Joseph Kelly
Signature of Witness

Joseph Kelly

Print or type Signer's name

100 William Street 5th Floor New York, NY 10038

Address of Attorney-in-Fact

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Efficient Developments LLC

Full name of Firm

10800 Sikes Place, Suite 226, Charlotte. NC 28277

Address as prequalified

By:



Signature of Member, Manager, Authorized Agent

Select appropriate title

Vincent J. DiProspero SR

Print or type Signer's name



HUDSON
INSURANCE GROUP®

Bond Number: ASA-A293-0054

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Ronda W. Bush
of the State of NC

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.



(seal)

Attest: Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 17th day of December, 2024



(seal)

By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

EXHIBIT E – TOWN OF HUNTERSVILLE UNIFORM GUIDANCE CONFLICTS OF INTEREST AND NONDISCRIMINATION POLICY

I. OBJECTIVE.

The objective of this Uniform Guidance Conflict of Interest Policy and Nondiscrimination Policy (“Policy”) is to establish rules regarding conflicts of interest and nondiscrimination and set guidelines for gifts and favors that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work paid for in part or whole by federal funds as required under 2 C.F.R. § 200.318(c)(1).

II. Policy.

A. Application of Policy.

This Policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work funded in whole or in part with federal financial assistance (direct or reimbursed). This Policy also applies to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town’s Federal Grant Administrator (“Grant Administrator”), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal requirements when managing and expending federal funds, including those prohibiting discrimination. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town’s other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town’s Legal Department.

III. Employee Responsibilities.

The Grant Administrator shall review the federal grant award terms and conditions to identify any additional conflicts of interest prohibitions or requirements associated with the federal grant award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this Policy and any additional prohibitions or requirements.

A. Conflicts of Interest.

In addition to the prohibition against self-benefiting from a public contract under N.C.G.S. § 14-234, no officer, employee, or agent of the Town of Huntersville (the “Town”) or any subrecipient may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

- 1) the employee, officer, or agent involved in the selection, award, or administration of a contract;
- 2) any member of his or her immediate family;
- 3) his or her partner; or
- 4) an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this Policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

B. Gifts.

In addition to the prohibition against accepting gifts and favors from vendors and contractors under N.C.G.S. § 133-32, officers, employees, and agents of the Town of Huntersville and any subrecipient are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$25.00 which fall into one of the following categories may be accepted:

- 1) promotional items;
- 2) honorariums for participation in meetings; or
- 3) meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this Policy shall report the item to his or her immediate supervisor.

III. Nondiscrimination

A. General

It is the policy of the Town to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the Town, including programs or activities that are funded in whole or part, with federal grant funds.

B. Specific Acts Prohibited

To ensure compliance with Title 31 of the Code of Federal Regulations, Part 22 and other pertinent nondiscrimination authorities, the Town shall prohibit, at a minimum, the following practices in its administration of federal grant funds:

- 1) Denying to a person any service, financial aid, or other program benefit without good cause;

- 2) Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program;
- 3) Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
- 4) Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
- 5) Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
- 6) Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
- 7) Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- 8) Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
- 9) Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
- 10) Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

C. Complaint Tracking

The Town shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. The Town shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome.

IV. Violation.

Employees violating this Policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

The Town must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The Town must also report certain civil, criminal, and administrative proceedings to SAM as required by 2 C.F.R. § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339.

EXHIBIT F - NON-COLLUSION AFFIDAVIT OF CONTRACTOR

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Vincent S. DiProspero Jr., being first duly sworn, deposes and says that:
(Name)

- (1) She/He is Owner of Efficient Developments LLC the
(Title) (Company)
Contractor that submitted the attached RFB;
- (2) She/he is fully informed respecting the preparation and contents of the attached RFB and of all pertinent circumstances respecting such RFB;
- (3) Such RFB was genuine and not a collusive or sham RFB;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham RFB in connection with the Contract for which the attached RFB has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached RFB of any other Bidder, or to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Matthews or any person interested in the proposed Contract; and,
- (5) The price or prices quoted in the attached RFB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees or parties in interest including this affiant.

Signature: Vincent S. DiProspero Jr. Date: 12/11/24 Title: owner

Subscribed and sworn to before me
this 25th day of November, 2024.

(Seal)

Glenda Nichols
Notary Public

My Commission Expires: April 1, 2026



EXHIBIT G - CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

_____, _____ of
(Name) (Title)

_____, being first duly sworn, deposes and says that:
(Company)

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project: **Bud Henderson Sidewalk Project**
3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all liabilities and taxes owed by the Contractor and arising in any manner from the above- described project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;
5. Notwithstanding the foregoing, if the Town of Matthews or property of the Town of Matthews is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Matthews harmless for any amount which the Town of Matthews is required to pay to discharge such lien or settle such claim and further will pay the Town of Matthews's expenses, costs, and attorney fees incurred in connection therewith.
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Matthews, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Town of Matthews arising in any manner from the construction of the above-described project.

_____, _____ Date: _____
Contractor

Title

Sworn to and subscribed before me this _____
day of _____, 20____.

(Seal)

_____ My Commission Expires: _____

EXHIBIT H- BID BOND



BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Town of Huntersville in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the RFB, and if the Town of Huntersville shall award a contract to the Principal, the Principal shall, within ten (10) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Town of Huntersville makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have ten (10) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Town of Huntersville as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

Print or type Signer's Name

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____
Efficient Developments LLC as
principal, and Hudson Insurance Company, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
Town of Huntersville as obligee,
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 12th day of December, 2024

WHEREAS, the said principal is herewith submitting proposal for
Bud Henderson Sidewalk Improvements
and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

Efficient Developments LLC (SEAL)

By: [Signature] (SEAL)

(SEAL)

Hudson Insurance Company (SEAL)

By: [Signature] (SEAL)

Ronda W. Bush, Attorney-in-Fact





HUDSON
INSURANCE GROUP

Bond Number: Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Ronda W. Bush
of the State of NC

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.



: seal)

Attest Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 12th day of December, 2024.



: seal)

By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

EXHIBIT I - RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN TOWN OF HUNTERSVILLE CONSTRUCTION PROJECTS

Adopted: December 2, 2019

RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES

- A. Purpose of Mandatory Settlement Conferences. These Rules are promulgated to implement a system of settlement events which are designated to focus the parties' attention on settlement rather than on claim preparation and to provide a structured opportunity for settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.
- B. Applicability/Initiating the Dispute Resolution Process
1. Applicability. These Rules Implementing Mediated Settlement Conferences in Town of Huntersville Construction Projects ("Rules") shall apply to any party to a contract related to a Town of Huntersville construction project involving the erection, construction, alteration or repair of a building as required by N.C.G.S. § 143-128. These Rules shall also apply to any party to a contract, involving any other Town construction project, which by its terms incorporates these Rules. As used herein "party to a contract" shall include, but not be limited to, contractors, subcontractors, and design professionals and their subcontractors.
 2. Initiating the Dispute Resolution Process. Any party to a contract who is a party to a dispute arising out of the construction process in which the amount in controversy is at least \$15,000 may submit a written request to the Town Representative for mediation of the dispute. As used herein, the "Town Representative" shall refer to the person(s) designated as the Town Representative for the purposes of these Rules, or if no one is so designated, "Town Representative" shall refer to the person(s) designated as project manager, project liaison, or notice agent(s) for the Town in the contract between the Town and prime contractor or Project Designer. Disputes of less than \$15,000 are not subject to these Rules.

Prior to submission of a written request for mediation to the Town Representative, the party(ies) requesting mediation,

- a. If a prime contractor, must have first submitted its claim to the Project Designer (Architect, Engineer or other as designated by the Town) for review. If the dispute is not resolved through the Project Designer's instructions, then the dispute becomes eligible for mediation in this dispute resolution process, and the party may submit their written request for mediation to the Town Representative.
- b. If the party requesting mediation is the Project Designer, then it must first submit its claim to the Town Representative to resolve. If the dispute is not resolved with the Town Representative's involvement, then the Project Designer's dispute is eligible for mediation in this dispute resolution process, and the Project Designer may submit its written request to the Town Representative for mediation.

- c. If the party requesting mediation is a subcontractor, it must first have submitted its claim for mediation to the prime contractor or design professional with whom it has a contract. If the dispute is not resolved through the prime contractor's or design professional's involvement, then the dispute becomes eligible for mediation in this dispute resolution process, and the party may submit its written request for mediation to the Town Representative.
- 3. If a matter or issue arises in the dispute resolution process that is not addressed by these Rules, the rules of procedure governing the Superior Court Mediation Program shall be used as a guide.

RULE 2. SELECTION OF MEDIATOR

- A. Selection of Certified Mediator by Agreement of the Parties. The parties may select a certified mediator pursuant to these Rules by agreement within 21 days of requesting mediation. The requesting party shall file with the Town Representative a Notice of Selection of Mediator by Agreement within 10 days of the request; however, any party may file the notice. Such notice shall state the name, address and telephone number of the mediator selected; state the rate of compensation of the mediator; state that the mediator and the other parties have agreed upon the selection and rate of compensation; and state that the mediator is certified pursuant to these Rules.
- B. Nomination and Town Representative Approval of a Non-Certified Mediator. The parties may select a mediator who does not meet the certification requirements of these Rules but who, in the opinion of the parties and the Town Representative is otherwise qualified by training or experience to mediate the action.

If the parties select a non-certified mediator, the requesting party shall file with the Town Representative a Nomination of Non-Certified Mediator within 10 days of the request. Such nomination shall state the name, address and telephone number of the mediator; state the training, experience or other qualifications of the mediator; state the rate of compensation of the mediator; and state that the mediator and opposing counsel have agreed upon the selection and rate of compensation.

The Town Representative shall rule on said nomination, shall approve or disapprove of the parties' nomination and shall notify the parties of its decision.

- C. Appointment of Mediator by the Town Representative. If the parties cannot agree upon the selection of a mediator, either the party or party's attorney shall notify the Town Representative and request, on behalf of the parties, that the Town Representative appoint a mediator. The request for appointment must be filed within 10 days after request to mediate and shall state that the parties have had a full and frank discussion concerning the selection of a mediator and have been unable to agree. The request shall state whether any party prefers a certified attorney mediator, and if so, the Town Representative shall appoint a certified attorney mediator. If no preference is expressed, the Town Representative may appoint a certified attorney mediator or a certified non-attorney mediator.

- D. Mediator Information Directory. To assist the parties in the selection of a mediator by agreement, the parties are free to utilize the list of certified mediators maintained by Mecklenburg County for the Superior Court Mediation Settlement Conference Program.
- E. Disqualification of Mediator. Any party may request replacement of the mediator by the Town Representative for good cause. Nothing in this provision shall preclude mediators from disqualifying themselves.

RULE 3. THE MEDIATED SETTLEMENT CONFERENCE

- A. Where Conference is to be Held. Unless all parties and the mediator otherwise agree, the mediated settlement conference shall be held in the Town of Huntersville. The mediator shall be responsible for reserving a place and making arrangements for the conference and for giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons and entities required to attend.
- B. When Conference is to be Held. The deadline for completion of the mediation shall be not less than 30 days nor more than 60 days after the naming of the mediator.
- C. Request to Extend Deadline for Completion. A party, or the mediator, may request that the Town Representative extend the deadline for completion of the conference. Such request shall state the reasons the extension is sought and shall be served by the moving party upon the other parties and the mediator. If any party does not consent to the request, said party shall promptly communicate its objection to the Town Representative.

The Town Representative may grant the request by setting a new deadline for completion of the conference or deny the request to extend the deadline.

- D. Recesses. The mediator may recess the conference at any time and may set times for reconvening. If the time for reconvening is set before the conference is recessed, no further notification is required for persons present at the conference.
- E. **The mediated settlement or the matter subject of the mediation conference shall not be cause for the delay of the construction project which is the focus of the dispute.**

RULE 4. DUTIES OF PARTIES AND OTHER PARTICIPANTS IN THE DISPUTE RESOLUTION PROCESS

- A. Attendance.
 - 1. All parties to the dispute originally presented to the Designer or Prime Contractor or County for initial resolution must attend the mediation. Failure of a party to attend the mediation may result in the Town's withholding of monthly payment to that party until such party attends the mediation, or if the party is a subcontractor the withholding of the subcontractor's payment by the contractor or design professional if the subcontractor's contract so provides.
 - 2. Attendance shall constitute physical attendance, not by telephone or other electronic means. Any attendee on behalf of a party must have authority from that party to bind it to any agreement reached as a result of the mediation.

3. Attorneys on behalf of parties may attend the mediation but are not required to do so.
 4. Sureties or insurance company representatives are not required to attend the mediation unless any monies paid or to be paid as a result of any agreement reached as a result of mediation require their presence or acquiescence. If such agreement or presence is required, then authorized representatives of the surety or insurance company must attend the mediation.
- B. Finalizing Agreement. If an agreement is reached in the conference, parties to the agreement shall reduce the terms to writing and sign it along with their counsel, if counsel is present.
- C. Mediation Fee. The mediation fee shall be divided equally among the parties to the dispute, unless otherwise agreed to as part of the mediation. If the Town is a party to the dispute, the Town shall pay its equal share of the mediator's fee based on the number of parties to the dispute, or 1/3 of the mediator's fee, whichever is greater as required by N.C.G.S. § 143-128(f1) in which case the remaining parties shall equally divide the remaining 2/3 of the mediator's fee.
- D. Failure to compensate mediator. Any party's failure to compensate the mediators in accordance with these Rules shall subject that party to a withholding of said amount of money from the party's monthly payment by the Town of Huntersville, or if the party is a subcontractor the withholding of the subcontractor's payment by the contractor or design professional if the subcontractor's contract so provides.

RULE 5. AUTHORITY AND DUTIES OF MEDIATOR

- A. Authority of Mediator.
1. Control of Conference. The mediator shall at all times be in control of the conference and the procedures to be followed.
 2. Private Consultation. The mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.
 3. Scheduling the Conference. The mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and mediator. In the absence of agreement, the mediator shall select the date for the conference.
- B. Duties of Mediator
1. The mediator shall define and describe the following at the beginning of the conference:
 - a. The process of mediation;
 - b. The difference between mediation and other forms of conflict resolution;
 - c. The costs of the mediated settlement conference;

- d. That the mediated settlement conference is not a trial, the mediator is not a judge, and the parties retain their legal rights if they do not reach settlement;
 - e. The circumstances under which the mediator may meet and communicate privately with any of the parties or with any other person;
 - f. Whether and under what conditions communications with the mediator will be held in confidence during the conference;
 - g. The inadmissibility of conduct and statements as provided by N.C.G.S. 7A-38.1(1);
 - h. The duties and responsibilities of the mediator and the participants; and
 - i. That any agreement reached will be reached by mutual consent.
2. Disclosure. The mediator has a duty to be impartial and to advise all participants of any circumstance bearing on possible bias, prejudice or partiality.
 3. Declaring Impasse. It is the duty of the mediator to timely determine that an impasse exists and that the conference should end.
 4. Reporting Results of Conference. The mediator shall report to the Town Representative within 10 days of the conference whether or not an agreement was reached by the parties. If an agreement was reached, the report shall state the nature of said agreement. The mediator's report shall inform the Town Representative of the absence of any party known to the mediator to have been absent from the mediated settlement conference without permission. The Town Representative may require the mediator to provide statistical data for evaluation of the mediated settlement conference program.
 5. Scheduling and Holding the Conference. It is the duty of the mediator to schedule the conference and conduct it prior to the deadline of completion set by these Rules. Deadlines for completion of the conference shall be strictly observed by the mediator unless said time limit is changed by a written order from the Town Representative.

RULE 6. COMPENSATION OF THE MEDIATOR

- A. By Agreement. When the mediator is stipulated by the parties, compensation shall be as agreed upon between the parties and the mediator provided that the provision of N.C.G.S. 143-128(f1) are observed.
- B. By Appointment. When the mediator is appointed by the Town Representative, the parties shall compensate the mediator for mediation services at the rate in accordance with the rate charged for Superior Court mediation. The parties shall also pay to the mediator a one-time per case administrative rate in accordance with the rate charged for Superior Court mediation, which is due upon appointment.

RULE 7. MEDIATOR CERTIFICATION.

All certified mediators shall be properly certified in accordance with the rules certifying mediators in Superior Court in North Carolina. (Except when otherwise allowed by the Town Representative upon the request of the parties to the mediation.) When selecting mediators, the parties may designate a preference for mediators with a background in construction law or public construction contracting. Such requirements, while preferred, are not mandatory under these Rules.

All mediators chosen must demonstrate either they are certified in accordance with these Rules Implementing Scheduled Mediated Settlement Conference in Superior Court or must gain the consent of the Town Representative to mediate any dispute in accordance with these Rules.

RULE 8. RULE AMENDMENTS.

These Rules are subject to amendment by the Town of Huntersville Board of Commissioners at any time the Town deems it appropriate. Further, these Rules may be modified or waived for a particular project by the Town Manager, provided that the Town contract(s) related to the project reflect such modification or waiver.

RULE 9. TIME LIMITS.

Any time limit provided for by these Rules may be waived or extended by the mediator for good cause shown. If a mediator has not yet been appointed, if the mediator has disqualified him/herself, or if the Town Representative is in the process of replacing the mediator as allowed by these Rules, the Town Representative shall decide all waivers or extensions of time for good cause shown.



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: First Amended and Restated Agreement for Solid Waste Collection

EXPLAIN REQUEST:

It is recommended to approve the "First Amended and Restated Exclusive Franchise for the Collection, Hauling, and Disposal Municipal Solid Waste, Recyclable Materials, and Yard Waste in the Town of Huntersville, NC." The original Agreement with Waste Connections of North Carolina has been amended to provide yard waste services by means of roll-out container or paper bags only. Plastic bags will no longer be collected after January 15, 2025.

ACTION RECOMMENDED:

Approve Amended Agreement

FINANCIAL IMPLICATIONS:

As provided in FY25 Budget

ATTACHMENTS:

1. Updated Solid Waste Contract 5-16-23 Signed

**FIRST AMENDED AND RESTATED EXCLUSIVE FRANCHISE FOR
THE COLLECTION, HAULING, AND DISPOSAL OF
MUNICIPAL SOLID WASTE, RECYCLYABLE MATERIALS, AND YARD WASTE
IN THE TOWN OF HUNTERSVILLE, NC**

THIS EXCLUSIVE FRANCHISE (this "Contract"), is made and entered into this 6th day of December 2024, by and between the **Town of Huntersville**, a body politic and existing under the laws of the State of North Carolina (hereinafter referred to as "Town"), and **Waste Connections of North Carolina, Inc.**, a North Carolina corporation organized and doing business in the State of North Carolina (hereinafter referred to as "Service Provider"), collectively the "Parties."

RECITALS

WHEREAS, the Town and Service Provider are parties to that certain Exclusive Franchise entered as of June 20, 2023, whereby the Town contracted with Service Provider for certain collection and disposal of municipal solid waste, recyclable materials, and yard waste; and

WHEREAS, This Amended and Restated Exclusive Franchise shall be an Ordinance pursuant to N.C.G.S. § 160A-76 and be reflected in the Town Code of Ordinances Book; and

WHEREAS, the Town, subject to the terms and conditions set forth herein and the ordinances and regulations of the Town, desires to grant to the Service Provider the exclusive franchise, license, and privilege to collect, haul, and dispose of municipal solid waste, recyclable materials, and yard waste (as such terms are defined herein) within the Town's corporate limits, as may be amended from time to time.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Contract, the parties hereby amend and restate the Contract, as follows:

ARTICLE I: DEFINITIONS

1. **DEFINITIONS**

Whenever in these specifications, Contract documents, and/or other documents related to this Contract the following terms are used, the intent and meaning shall be interpreted as follows:

1.1. **Annual Contract Sum**: The total annual cost for all types of collection services (municipal solid waste, recyclable materials, and yard waste), calculated using the current number of residential units in the customer base. The number of residential units in the initial customer base, as defined herein, will serve as the starting point basis for calculation of the Annual Contract Sum for the first year of the initial term of the Contract. The formula for calculation of the Annual Contract Sum is as follows: monthly residential unit price X the number of residential units in the customer base X twelve (12) months.

1.2. **Annexed Area**: Any area, contiguous or non-contiguous to the contract area, that is added to the boundaries of the Town by any method of annexation during the contract term.

- 1.3. Area Miss: For purposes of liquidated damages, an Area Miss shall be considered 100 valid misses, as defined herein, on any given day that customers are expecting service.
- 1.4. Bag: Paper sacks, secured at the top, designed to store yard waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a Bag shall be between twenty-five (25) gallons and thirty-five (35) gallons, and the weight of a Bag and its contents shall not exceed seventy-five (75) pounds.
- 1.5. Bundles: Items measuring less than three (3) inches in diameter and less than four (4) feet in length and collectively weighing less than fifty (50) pounds, which are stacked, including, but not limited to, tree limbs, shrubs, and brush trimmings.
- 1.6. Business Day: Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the Town.
- 1.7. Back Door Service: Collection services for a residential unit performed at a designated pickup location other than the curbside, which the Service Provider will provide at no additional cost to customers who are physically disabled as defined in this Contract.
- 1.8. Collection Services: Containerized collection of municipal solid waste, recyclable materials, and yard waste as defined in this Contract, including hauling and disposal of the collected materials, by the Service Provider at a disposal facility. The term Collection Services may be used interchangeably with the "Work."
- 1.9. Collection Services Route Maps: Detailed route maps showing the routes for Collection Services within the Contract Area as approved by the Town's designated representative and as may be amended from time to time.
- 1.10. Collection Services Schedule: The schedule of routine Collection Services to be provided to Customers by the Service Provider pursuant to the terms and specifications of this Contract, as approved by the Town's Designated Representative, and as may be amended from time to time.
- 1.11. Container: Any receptacle, including but not limited to front-load containers, roll-off containers, and roll-out cart containers, used by the Service Provider for collection of municipal solid waste, recyclable materials, or yard waste.
- 1.12. Contract Area: The geographic area(s) of the Town, including any Annexed Areas, within which Collection Services will be provided by the Service Provider during the Contract term and any renewal term(s), if granted. The initial Contract Area, as may be amended, is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.
- 1.13. Construction and Demolition Waste: Solid waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include excluded waste or municipal solid waste.
- 1.14. Customer: residential units and designated municipal facilities receiving Collection Services

pursuant to this Contract.

1.15. Customer Base: The initial customer base plus new customer requests that are approved for addition to the Customer Base by the Town's designated representative during the term of the Contract.

1.16. Designated Municipal Facilities: Municipal facilities designated for Collection Services under the Contract as depicted on **Exhibit B** attached hereto and incorporated herein by reference. The Designated Municipal facilities may be amended from time to time by the Town's designated representative.

1.17. Designated Representative: The Town's Designated Representative shall be the Town's Public Works Director or designee.

1.18. Disposal Facility: Defined as a facility to which each material collected under the Contract must be delivered. The Disposal Facility for any or all of the materials collected may change to meet the need and contractual obligations of the Town. The term Disposal Facility may be used interchangeably with "Landfill."

1.19. Excluded Waste: Any hazardous waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state, or local laws or regulations.

1.20. Front-Load Container: Container with a capacity between two (2) and ten (10) cubic yards used for Collection Services at Designated Municipal Facilities.

1.21. Hazardous Waste: Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order, or regulation.

1.22. Holidays: The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

1.23. Initial Customer Base: The number of residential units and Designated Municipal Facilities required to receive Collection Services pursuant to this Contract as of the first day of the initial term of the Contract. The number of residential units in the Initial Customer Base shall be the starting point basis for billing by the Service Provider. The proposed Initial Customer Base shall be provided by the Service Provider in writing to the Town's Designated Representative for review and approval no later than ten (10) Business Days prior to the first day of the initial term of the Contract.

1.24. Missed Collection Service: Reported or discovered missed Collection Service from any Customer location at the time it is reported or discovered. Once any route has been completed, or is

scheduled to have been completed, any Missed Collection Service will be designated as a Missed Collection Service, regardless of the time of day that it is reported or discovered.

- 1.25. Monthly Residential Unit Price: The monthly price for all Collection Services per residential unit as set forth in **Exhibit C** attached hereto and incorporated herein, as may be amended from time to time.
- 1.26. Multi-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates municipal solid waste, recyclable materials, and yard waste such as duplexes, triplexes, and quadruplexes.
- 1.27. Municipal Solid Waste: Solid waste resulting from or incidental to municipal, community, institutional, recreational, or residential activities. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.
- 1.28. New Customer. A residential unit location activated and approved for Collection Services within the Contract Area after the first day of the initial term of the Contract.
- 1.29. New Customer Request. A request for Collection Services at a residential unit location within the Contract Area that was not included in the Initial Customer Base as of the first day of the initial term of the Contract.
- 1.30. Physically Disabled: An individual who is either physically unable to bring a roll-out cart container to the curb or for whom the undertaking of such an act would clearly and seriously threaten that person's health.
- 1.31. Recyclable Materials: Any non-contaminated materials eligible for recycling at the Mecklenburg County Materials Recovery Facility, which may include, but are not limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials do not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.
- 1.32. Refuse: is defined as that portion of Municipal Solid Waste which is not a Recyclable, Yard Waste, or other material specifically excluded from the definition of Municipal Solid Waste.
- 1.33. Repeat Missed Collection Services: A valid miss, as defined herein, that occurs more than once in a thirty (30) day period. This may also refer to a Repeat Missed Collection Service in an Area Miss.
- 1.34. Residential Unit: Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit as defined herein.
- 1.35. Roll-Off Container: Container with thirty (30) cubic yards of capacity used for Collection Services at Designated Municipal Facilities.
- 1.36. Roll-Out Cart Container: Container with ninety-six (96) gallons of capacity used for Collection Services.
- 1.37. Single Family Residential Unit: Any residential dwelling that is designed for, and inhabited by,

a single person or family unit and that generates and accumulates Municipal Solid Waste, Recyclable Materials, and yard waste.

1.38. Solid Waste: As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

1.39. Valid Miss: A Missed Collection Service that was not collected by the times specified in this Contract, and that, upon investigation, is determined to have been missed by the Service Provider's negligence or omission.

1.40. Yard Waste: is defined as grass, weeds, leaves, tree trimmings, plants, shrubbery pruning, and such other similar materials, which are generated in the maintenance of yards and gardens and are separated from other solid waste materials and placed in a designated collection Container or Bag.

ARTICLE II: RULES OF CONSTRUCTION

2. RULES OF CONSTRUCTION

2.1. Number and Gender of Words. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders.

2.2. Use of Headings. The headings herein are solely for convenience of reference and shall not constitute part of this Contract nor shall they affect its meaning, construction, or effect.

2.3. Exhibits. All references to exhibits are references to exhibits of this Contract.

ARTICLE III: CONTRACT TERM

3. CONTRACT TERM

3.1. Exclusive Franchise: This Contract grants to the Service Provider an exclusive franchise for the collection, hauling, and disposal of Municipal Solid Waste, Recyclable Materials, and Yard Waste within the Contract Area, as may be amended from time to time. During the term of the Contract, as described below, the Service Provider may independently enforce the exclusivity provisions of this Contract against third-party violators including, but not limited to, seeking injunctive relief, and the Town shall reasonably cooperate in such enforcement actions brought by Service Provider.

3.2. Contract Term: The initial contract term will be for a period of seven (7) years. The initial term shall begin on July 1, 2023 and end at 11:59:59 p.m. on June 30, 2030 (the "Initial Term"). The Parties hereto may mutually agree to extend the Contract for two (2) successive two-year periods, each a "Renewal Term," and together with the Initial Term, the "Term." The Service Provider shall have the option of requesting a Renewal Term a minimum of one hundred twenty (120) days before the expiration of the Contract. The Town shall give the Service Provider written notice of its intention to extend the Contract a minimum of ninety (90) days before the expiration of the Contract. Any changes

to the Contract shall be agreed to and accepted, in writing, by the Parties.

ARTICLE IV: GENERAL OPERATIONS

4. GENERAL OPERATIONS

4.1. **Scope of Work.** The Service Provider shall furnish sufficient supervision, labor, personnel, equipment, vehicles, materials, tools, insurance, equipment storage, and all other incidental items necessary to perform Collection Services, including hauling and disposal of collected materials, within the Contract Area in accordance with generally accepted solid waste disposal practices and the Contract terms and specifications.

4.2. **Containerized Collection Services.** The Service Provider shall be responsible for providing Customers with regularly scheduled containerized Collection Services for Municipal Solid Waste, Recyclable Materials, and Yard Waste utilizing 96-gallon Roll-Out Cart Containers, unless otherwise specified. The Containers shall be color-coded grey for Municipal Solid Waste, blue for Recyclable Materials, and green for Yard Waste. All Containers issued after the first day of the Initial Contract Term shall also be uniformly labeled as to the respective material they are to be used for (i.e. the grey Containers shall be labeled "Municipal Solid Waste", the blue Containers shall be labeled "Recyclable Materials", and the green Containers shall be labeled "Yard Waste"). Collection of all three materials will be conducted Monday through Friday between 7:00 a.m. to 7:00 p.m., unless service is interrupted by a Holiday, an emergency, or inclement weather, in which case Collection Services may be extended to Saturday of the same week, but in any event, shall be provided on the Business Day immediately following the Holiday, end of the emergency, or end of the inclement weather event. Collection Services shall be provided to all Customers within the Contract Area based on the Collection Services Schedule and Collection Services Route Maps approved by the Town's Designated Representative. The initial Collection Services Schedule and Collection Services Route Maps shall be provided in writing to the Town's Designated Representative for review and approval no later than ten (10) Business Days prior to the first day of the Initial Term of the Contract. Amendments, if any, to the Collection Services Route Maps shall be provided to the Town for approval on a monthly basis. The assigned collection days for Municipal Solid Waste, Recyclable Materials, and Yard Waste shall coincide per Customer.

4.3. **Fleet of Collection Vehicles.** During the Contract Term, the Service Provider shall provide, maintain, and store a fleet of collection vehicles sufficient in number and capacity to perform and render the Collection Services required by the Contract. At all times during the Contract Term, the fleet must be sufficient to handle adverse and inclement weather and maintained in good repair free of excessive noise, odor, and emissions. An updated list of all vehicles to be used in the provision of Collection Services, along with year of manufacture and condition of each, shall be submitted to the Town's Designated Representative by July 1st of each year during the Contract Term. All vehicles must be uniformly identified and include the Service Provider's company name, phone number, and vehicle identification number. Vehicles used by subcontractors should also be easily identifiable.

4.4. **Replacement of Fleet Vehicles.** The Service Provider's fleet of vehicles used to provide Collection Services pursuant to this Contract shall be modernized by replacing vehicles in accordance with the replacement schedule set forth in **Exhibit D** attached hereto and incorporated herein by

reference. The Parties acknowledge that the estimated replacement schedule may be affected by vehicle delivery delays.

4.5. Provision of Containers. The Service Provider shall provide Containers to Customers for the containerized Collection Services, including replacement containers for those Containers that are lost, stolen, or damaged at Service Provider's sole expense. Container repairs and the cost of replacement parts (such as wheels, lids, hinges, axles, and handles) shall be the sole responsibility of the Service Provider. Replacements and repairs shall be provided by the Service Provider in a timely manner not to exceed ten (10) Business Days from the initial request for replacement or repair. All Containers issued or replaced after the first day of the Initial Term of the Contract shall bear the Service Provider's phone number and the Huntersville logo design depicted in **Exhibit E** attached hereto and incorporated herein by reference. The phone number shall be affixed to the Containers via a removable, adhesive sticker. Containers shall be leak-proof, durable, and easily cleanable. If the Service Provider experiences recurring theft of Containers or damages or destruction thereto, the Service Provider may, prior to replacing or repairing the Containers, require security deposits from the Customers utilizing such Containers. The amount of any security deposit shall not exceed the cost of the Container being secured.

4.6. Ownership of Containers. All Containers used in the performance of the Work hereunder, except for Containers purchased at a Customer's expense pursuant to Section 5.6, shall be considered property of the Town. Title to said Town-owned Containers shall remain with the Town at the end of the Contract Term, or upon termination of the Contract, at which time all Containers shall be conveyed to the Town.

4.7. New Customer Requests. The Services Provider shall be responsible for accepting and processing New Customer Requests for Collection Services from Residential Unit locations within the Contract Area, including the activation of new accounts for said Residential Unit locations. All New Customer Requests shall be processed within seven (7) calendar days of the Service Provider's receipt of the New Customer Request. Containers for Municipal Solid Waste, Recyclable Materials, and Yard Waste shall be delivered to the Residential Unit location of the New Customer Request within seven (7) calendar days of the account activation date.

4.8. Additional Services. The Service Provider shall not provide any Customer with additional services, which are outside the scope of the Contract, except that the Service Provider and Customers shall not be precluded from directly contracting for additional services which are not included within the scope of this Contract. Any additional services contracted for pursuant to this Section 4.8 shall be at the Customers' sole cost and expense. The Town shall not be responsible to the Service Provider or any Customer for any additional services provided by the Service Provider at the request of a Customer.

4.9. Title to Waste. Title to and liability for Municipal Solid Waste, Recyclable Materials, and Yard Waste shall pass to the Service Provider upon loading of such materials into the Service Provider's collection vehicles and transportation of those materials to the designated Disposal Facility shall be the sole and complete responsibility of the contractor. Notwithstanding the foregoing or any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently

collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the Town.

4.10. Public Education. On a bi-annual basis during the Term of the Contract, and within a reasonable time of any changes thereto, the Service Provider shall provide written education and awareness materials to notify Customers about complaint procedures, proper waste disposal, recycling, the Collection Services Schedules and Collection Route Maps, and applicable rules and regulations such that every Customer has equal exposure to such information. Up-to-date information regarding the preceding information shall also be posted on the Service Provider's website. The Service Provider shall provide alternative methods of notification to Customers with Physical Disabilities on an as needed basis.

4.11. Emergency Plan. No later than ten (10) Business Days prior to the first day of the Initial Term, the Service Provider shall submit an Emergency Plan to the Town which shall sufficiently detail those actions which the Service Provider will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster that would require a deviation from normal operating procedures. The Emergency Plan shall also include emergency contact phone numbers for the Service Provider and for key personnel, such that a responsible contact person is available to the Town at all times. The Emergency Plan must also include Customer notification procedures.

4.12. Customer Service. The Service Provider shall be responsible for all Customer inquiries and complaints, including damage claims, related to the provision of Collection Services pursuant to this Contract. All personnel shall serve Customers in a courteous and helpful manner. It shall be the duty of the Service Provider to take whatever steps may be necessary to remedy the cause of the complaint. The Service Provider will provide the Town with a log regarding the type, source, disposition, and disposition date of each complaint received on a weekly basis. The Service Provider shall make best efforts to resolve complaints not involving Missed Collection Services within seven (7) Business Days from their date of receipt. In any event, complaints not involving Missed Collection Services shall be resolved within thirty (30) Business Days from their date of receipt. Missed Collection Services are subject to the provisions of Article X. Failure to remedy Customer complaints in a timely manner shall be considered a breach of this Contract. The Town reserves the right to monitor the resolution of any complaints and notify the Service Provider of deficiencies. If the Town finds that deficiencies previously noted have not been corrected, a charge for reasonable monitoring costs will be deducted from the Service Provider's payment until all deficiencies have been corrected. Notwithstanding the foregoing, the Service Provider shall be required to remedy only those complaints to the extent such complaints arise out of the provision of Collection Services. This section does not preclude any other remedies associated with Missed Collection Services or other contractual requirements.

4.13. Care and Due Diligence. The Service Provider shall exercise all reasonable care and diligence in the provision of Collection Services, including hauling and disposal of collected materials. Care shall be taken by the Service Provider to prevent damage to property and landscaping and the Collection Services shall be performed with as little noise and disturbance to Customers as possible. Containers must be placed back in an upright position after being emptied into collection vehicles. If the container falls over, it must be reset in an upright position by the Service Provider. Reasonable effort must be made to prevent spilling, scattering, or dropping of collected materials during the provision of Collection Services. In the event that collected materials are spilled, scattered or dropped, the Service Provider shall immediately clean up the material. Failure to clean up spilled, scattered, or dropped materials shall constitute a breach of this Contract and the Service Provider shall pay the

Town damages in the amounts listed in the liquidated damages schedule set forth Article XIII.

4.14. No Interruption of Existing Service. No interruption of the existing Collection Services as being provided pursuant to the contract entered into between the Town and Service Provider on May 2nd, 2016 is permissible as a result of the award of this Contract.

4.15. Use of Subcontractors. The Service Provider's use of a subcontractor to perform any portion of the Collection Services described herein, including the hauling and disposal of collected materials, shall be pre-approved in writing by the Town's Designated Representative.

ARTICLE V: RESIDENTIAL COLLECTION SERVICES

5. RESIDENTIAL COLLECTION SERVICES

5.1. Access to Containers. Containers should be placed by Customers for Collection Services at least three (3) feet from trees, mailboxes, cars, obstructions, and other Containers. Collection vehicles should have clear access to Containers.

5.2. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste and Yard Waste from Single-Family Residential Units on a regular schedule of once per week and will collect Recyclable Materials once every other week. Containers must be placed within three (3) feet of the curbside or right-of-way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Notwithstanding the foregoing, Service Provider will provide Back Door Services to individuals with Physical Disabilities in accordance with Section 6.2.

5.3. Multi-Family Residential Units. From the curbside or a location mutually agreed upon by the Service Provider and Multi-Family Residential Unit owner, the Service Provider will collect Municipal Solid Waste and Yard Waste from Multi-Family Residential Units on a regular schedule of once per week and will collect Recyclable Materials once every other week. Notwithstanding the foregoing, Service Provider will provide Back Door Services to individuals with Physical Disabilities in accordance with Section 6.2.

5.4. Yard Waste Collection Services. With the exception of leaf and storm debris collection as described in Article VI, all Yard Waste must be placed in the proper Container and the Containers placed for Collection services as required by Sections 5.2 and 5.3, whichever is applicable.

5.5. Misplaced Materials. The Service Provider will not be required to provide Collection Services for Municipal Solid Waste, Recyclable Materials, and Yard Waste which are not timely and properly placed by Customers inside of Containers as directed by this Contract or the Service Provider's reasonable rules adopted and disseminated to Customers relating to the nature, volume, or weight of Municipal Solid Waste, Recyclable Materials, and Yard Waste. Notwithstanding the foregoing, the Service Provider shall provide the special collection services set forth in Article VI below. Misplaced materials shall not be considered leakage or spillage that the Service Provider is responsible for cleaning up, collecting, or disposing of for purposes of Sections 4.13 and 7.4 of this Contract.

5.6. Excess Materials. Should excess materials routinely be placed outside of the Containers, the Service Provider may, at the sole expense of the Customer, require the Customer to increase the frequency of Collection Services at their sole cost and expense or require the Customer to purchase an additional Container with sufficient capacity to contain the excess materials.

5.7. Unsafe Conditions. The Service Provider will not be required to provide Collection Services when Containers are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

ARTICLE VI: SPECIAL COLLECTION SERVICES

6. SPECIAL COLLECTION SERVICES

6.1. Collection Services for Designated Municipal Facilities. At no cost to the Town, the Service Provider shall provide weekly containerized Collection Services for Municipal Solid Waste and bi-weekly Collection Services for Recyclable Materials at the Designated Municipal Facility locations listed in **Exhibit B**, as may be amended from time to time. The Collection Services shall be performed at Designated Municipal Facilities utilizing Front-Load Containers and Roll-Off Containers.

6.2. Back Door Services. The Service Provider shall be responsible for accepting and processing requests for Back Door Services. The Service Provider shall designate a mutually agreeable pickup location for all approved Back Door Services. Back Door Services shall be provided on the same frequency as the Residential Collection Services described in Article IV of this Contract and in accordance with the approved Collection Services Schedule. The cost for Back Door Services shall be the monthly residential unit price as defined herein and depicted on **Exhibit C**.

6.3. Additional Yard Waste Collection Services for Leaves. In addition to regularly scheduled Collection Services for Yard Waste as described above in Article V, and at no additional cost to the Town, the Service Provider shall collect up to five (5) additional Bags of Yard Waste on a weekly basis from each Residential Unit during each year of the Contract Term. The Bags should be placed beside the Yard Waste Containers on days scheduled for Yard Waste Collection Services. From October 15th to January 15th during each year of the Contract Term, and at no additional cost to the Town, the Service Provider shall also collect (10) additional Bags of leaves from each Residential Unit on a weekly basis. The Bags shall be collected on the same days as Yard Waste and shall be placed beside Yard Waste Containers.

6.4. Additional Yard Waste Collection Services for Storm Debris. At no additional cost to the Town, the Service Provider shall collect Bundles of Yard Waste after major storm events as directed by the Town's Designated Representative. Bundles shall be collected on the same days as Yard Waste and shall be placed beside Yard Waste Containers.

6.5. Carboard Boxes. On days scheduled for Collection of Recyclable Materials, in addition to collection of Recyclable Materials placed in Containers, and at no additional cost to the Town, the Service Provider will collect up to twenty-five (25) corrugated carboard boxes that are properly broken down and placed next to the Containers for Recyclable Materials.

6.6. Collection of Christmas Decorations. During each year of the Contract Term, organic

Christmas decorations including garland, wreaths, and trees shall be collected by the Service Provider from December 26th to January 15th at no additional cost to the Town. Collection of organic Christmas decorations shall occur on days scheduled for Municipal Solid Waste Collection Services. Customers must place Christmas trees beside of Municipal Solid Waste Containers for collection. Other organic Christmas decorations may be placed beside of Municipal Solid Waste Containers or inside of Yard Waste Containers for collection. Organic Christmas decorations shall be stripped of all hangers, wires, lights, and other non-organic material. Artificial Christmas decorations shall be placed inside of the Containers for Municipal Solid Waste for collection.

6.7. Municipal Infrastructure Renovation or Street Blockage. In the event that municipal infrastructure renovation or street blockage obstructs access for Collection Services, the Service Provider shall provide alternative schedules and routes for Collection Services such that minimal disruption of service occurs.

6.8. New Customer Request Locations. Prior to the delivery of Containers as required by Section 4.7, the Service Provider shall provide Collection Services at Residential Unit locations that have submitted New Customer Requests. Materials for collection must be placed in Bags that are placed in accordance with Sections 5.2 or 5.3, whichever is applicable.

ARTICLE VII: HAULING

7. HAULING

7.1. Condition of Vehicles. All vehicles and equipment used for Collection Services and transportation of Municipal Solid Waste, Recyclable Materials, and Yard waste to Disposal Facilities shall be maintained in good repair and cleaned as often as necessary to maintain sanitary conditions and prevent nuisances or insect breeding.

7.2. Spillage and Leakage of Collected Materials. The Service Provider shall comply with all federal, state, and local laws including, but not limited to, health and safety regulations related to the protection of the environment. Vehicles and Containers used for the Collection Services and transportation of Municipal Solid Waste, Recyclable Materials, and Yard Waste shall be loaded and moved in such a manner that the contents will not fall, leak, or spill, and shall be covered when necessary to keep contents dry and to prevent blowing of material. Vehicles used for Collection Services shall also be maintained such that they do not leak oil or hydraulic fuel. If spillage or leakage of collected materials should occur during hauling, regardless of the location, the material shall be immediately picked up by the Service Provider, returned to the vehicle or container, and the area shall be properly cleaned.

7.3. Leakage of Oil and/or Hydraulic Fluid. If leakage of oil or hydraulic fluid should occur while hauling, the Service Provider shall investigate the leakage within 24 hours of receipt of notification of the leakage. Within 48 hours of receipt of notification of the leakage, the Service Provider shall provide the Town's Designated Representative with a response plan addressing the steps Service Provider will take to clean up the leakage. The response plan shall include a proposed cleanup schedule satisfactory to the Town's Designated Representative and the date and time of the initial investigation of the leakage. Unless otherwise agreed to by the Town's Designated Representative, the Service Provider shall clean up the leakage within the times specified in the submitted response plan.

7.4. Failure to Clean. Failure to clean up spillage or leakage in accordance with either Section 7.2 or Section 7.3 constitutes a breach of this Contract and the Service Provider shall pay the Town damages in the amounts listed in the liquidated damages schedule set forth Article XIII.

ARTICLE VIII: DISPOSAL

8. DISPOSAL

8.1. Disposal Fees. The Service Provider is responsible for paying all fees, including taxes and tipping fees, associated with disposal of materials collected pursuant to this Contract.

8.2. Disposal Facilities. The Service Provider shall dispose of all collected Refuse at the BFI Charlotte Motor Speedway Landfill located at 5105 Moorhead Road, SR 1300, Concord, North Carolina. Recyclable Materials shall be disposed of at the Mecklenburg County Materials Recovery Facility (also known as Metrolina Recycling Facility) located at 1007 Amble Drive Charlotte, North Carolina. Yard Waste shall be disposed of at an approved Mecklenburg County Yard Waste Disposal Center.

8.3. Tonnage Reports. The Service Provider shall provide the Town with monthly tonnage reports for disposed of Municipal Solid Waste, Recycling, and Yard Waste.

ARTICLE IX: ITEMS TO BE RECYCLED

9. ITEMS TO BE RECYCLED

9.1. Items to be Recycled. All items accepted by the Mecklenburg County Materials Recovery Facility may be placed in Containers to be recycled.

9.2. Change to Items to Be Recycled. It shall be the Service Provider's responsibility to inform Customers of any changes to the list of items that are accepted for recycling. If additional items become eligible to be recycled at the Mecklenburg County Materials Recovery Facility, the Service Provider shall be able to accommodate additional recyclable materials at no charge to the Town or Customers.

ARTICLE X: MISSED COLLECTION SERVICES

10. MISSED COLLECTION SERVICES

10.1. Missed Collection Service Calls and Reports. Service Provider is responsible for receiving, managing, logging, and responding to calls and complaints regarding Missed Collection Services. The Service Provider is responsible for tracking and providing weekly reports of all Missed Collection Services to the Town in writing on a weekly basis. The weekly reports should include the date and location of the Missed Collection Services and the disposition date and the disposition of the Missed Collection Services.

10.2. Investigation and Response. The Service Provider is responsible for investigating and providing

an appropriate response to all Missed Collection Services call and reports. If the Service Provider does not provide an appropriate response to a Missed Collection Service call, it will automatically be considered a Valid Miss.

10.3. Tagging for Non-Compliance. In the event that Service Provider's failure to collect materials is due to incorrect placement of Containers, mixing of Recyclable Materials with refuse, placement of excess materials, or other noncompliance with the provisions of this Contract, the Missed Collection Service shall not count as a Valid Miss. The Service Provider shall mark the Container and/or non-compliant materials with a tag/hanger or other clearly explanatory printed notice to the Customer explaining why Collection Services were not performed. The Service Provider shall be responsible for tracking and providing reports of all tagged Containers to the Town in writing on a weekly basis. The weekly reports should include the location of the tagged Container and the reason for the tag.

10.4. Failure to Collect Without Cause. In the event that the Service Provider fails to provide Collection Services without cause, resulting in a Valid Miss or an Area Miss, then the Service Provider shall provide Collection Services within one (1) Business Day of the Service Provider receiving notice of such failure. The Contractor shall use its best efforts to minimize the number of Valid Misses and Area Misses. The Service Provider's failure to provide Collection Services for a Valid Miss or Area Miss by the times specified in this Section 10.4 constitutes a breach of this Contract and the Service Provider shall pay the Town damages in the amounts listed in the liquidated damages schedule set forth Article XIII. In addition, the Town may opt to perform Collection Services for any Valid Miss or Area Miss and deduct any and all reasonable operating or contractual expenses incurred by the Town as a result of performing the Collection Services from payment to the Service Provider pursuant to Article XII.

10.5. Repeat Missed Services: The Service Provider is responsible for avoiding Repeat Missed Collection Services. The Service Provider's failure to provide immediate collection of Repeat Missed Collection Services constitutes a breach of this Contract and the Service Provider shall pay the Town damages in the amounts listed in the liquidated damages schedule set forth Article XIII.

ARTICLE XI: RATES AND RATE ADJUSTMENTS

11. RATES AND RATE ADJUSTMENTS

11.1. Initial Rates and Fees. The initial rates and fees to be charged by and paid to the Service Provider are set forth in **Exhibit C** attached hereto and incorporated herein by reference. The initial rates and fees are inclusive of all expenses including, but not limited to, fuel, disposal fees and tipping fees.

11.2. CPI-U Adjustment. The percentage increase, if any, in the CPI-U over the course of the previous twelve-month period shall be determined based on the index for the month of February for each respective year of the Contract. For purposes of this Contract, the term "CPI-U" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, All Items (1982-84 = 100). On an annual basis, the Service Provider may request a rate increase of up to, but not to exceed, the percentage increase in the CPI-U for the previous twelve-month period, if any. The request must be in writing and submitted to the Town's Designated Representative for consideration no later than March 10th for each respective year of the

contract. The request must include documentation of the Service Provider's actual cost increase attributable to the services provided under this Contract. Rate increases approved pursuant to this provision shall become effective on July 1st of the year the increase is approved. The Town shall not unreasonably withhold, condition, or delay its consent to any rate increase requested pursuant to this provision.

11.3. Cost Increases. At any time during the term of this Contract, the Service Provider may request to increase the rates set forth in this Contract to offset documented increases in disposal fees, increases in the Service Provider's costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees, or other governmental charges assessed against or passed through to the Service Provider, with the exception of increases in income taxes and real property taxes. Attached hereto and incorporated herein by reference as **Exhibit F**, is a Fuel Price Adjustment Rider, which establishes the base index for the fuel price to be included in the initial rate calculation as set forth in **Exhibit C**. The Service Provider shall be entitled to request a change in the rate depending on fluctuation in fuel price as specified in the Fuel Price Adjustment Rider. The Town shall not unreasonably withhold, condition, or delay its consent to any rate change requested pursuant to this provision.

ARTICLE XII: BILLING

12. BILLING

12.1. Monthly Billing Invoices. The Service Provider will invoice the Town monthly according to the rates and fees set forth on **Exhibit C** attached hereto and incorporated herein by reference. The rates and fees for Residential Units in an Annexed Area shall be the same as the unit prices reflected on **Exhibit C**. Monthly invoices shall be based on and indicate the number of Residential Units that received Collection Services as reflected in the Customer Base for the billing period. Residential Units activated for Collection Services by the Service Provider between the 1st and the 15th calendar days of the month will be invoiced at 100% of the current Monthly Residential Unit Price for the month of activation. Residential Units activated for Collection Services by the Service Provider between the 16th and last calendar days of the month will be invoiced at 50% of the current Monthly Residential Unit Price for the month of activation. The number of Residential Units in the Initial Customer Base shall be the starting point for the number of Residential Units for billing purposes. The Town shall pay all undisputed invoiced amounts to the Service Provider within 30 days of receipt.

12.2. Addition of New Customers to Customer Base. No later than the tenth (10th) day of each calendar month, the Service Provider shall provide the Town with a certified list of all New Customers activated for Collection Services in the preceding calendar month with the dates of the New Customers' account activations. Notwithstanding the preceding Section 12.1, the Service Provider shall not invoice the Town for Collection Services for New Customers until the Town's Designated Representative has approved the addition of the New Customers to the Customer Base. Approval of the addition of New Customers to the Customer Base shall not be unreasonably withheld and retroactive billing may apply as necessary. Should the Town's Designated Representative object to the addition of a New Customer to the Customer Base, the Town's Designated Representative shall provide a written explanation of such objection to the Service Provider within 15 days of receiving the certified list of New Customers that is being objected to.

12.3. Availability of Funds. Any and all payments to the Service Provider are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this Contract.

12.4. Disputed Invoices. Should the Town dispute any portion of a monthly billing invoice, the Town's Designated Representative shall provide the Service Provider with an itemized explanation of the disputed charges within 15 days of receiving the disputed invoice. Such disputed amounts shall be promptly submitted for settlement via the dispute resolution procedures set forth in Section 18.5.

ARTICLE XIII: LIQUIDATED DAMAGES

13. LIQUIDATED DAMAGES

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

13.2. Liquidated Damages Schedule.

Violation	Damages
1 to 10 Valid Misses during any one calendar month	\$200/Valid Miss
11 to 20 Valid Misses during any one calendar month	\$300/Valid Miss
21 or more Valid Misses during any one calendar month	\$500/Valid miss
200 or more Valid Misses during any one calendar month	In addition to penalties above, \$5,000/month in which there are 200 or more Valid Misses
Second or third Repeat Missed Collection Service at any one location during a 30-day period	\$500/Repeat Missed Collection Service
Fourth or more repeat missed collection at any one location during a 30-day period	\$1,000/Repeat Missed Collection Service
Area Miss	\$2,000/Area Miss
Each additional location missed over 100 locations in an Area Miss	\$20/location (in addition to \$2,000)
Failure to cure Valid Miss or Area Miss in 1 Business Day	\$200 per occurrence for the first (4) occurrences within 30 days \$500 per occurrence for all subsequent occurrences within the same 30 days
Leakage or spill of oil or hydraulic fluid from collection vehicle while hauling	\$1,000 per occurrence
Failure to clean up leakage or spillage of oil or hydraulic fluid in accordance with Section 7.4	\$1,000 per day not cleaned after proposed cleanup date as submitted in response plan
Leakage or spillage of collected materials from collection	\$100 per occurrence

vehicle while hauling	
Failure to clean up leakage or spillage of collected materials in accordance with Section 4.13 or 7.4	\$1,000 per occurrence
Failure to educate Customers in accordance with Sections 4.10 or 9.2.	\$50 per Customer
Failure to respond to a customer complaint not involving Missed Collection Services within the time specified in Section 4.12	\$100 per occurrence
Failure to provide Containers to Customers in accordance with Sections 4.5 or 4.7	\$50 per occurrence

ARTICLE XIV: INSURANCE

14.0 INSURANCE

14.1. **Minimum Insurance Requirements:** The Work under this Contract shall not commence until the Service Provider has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town on an approved form. 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. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Service Provider's duty to carry adequate insurance. All policies of insurance shall be primary insurance and non-contributory with respect to all other available sources. The minimum insurance coverage which the Contractor shall procure and maintain at its sole cost and expense during the term of the Contract is as follows:

- a. **Worker's Compensation:** Coverage at the statutory limits in compliance with applicable State and Federal laws. Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.
- b. **Employer's Liability:** Coverage with minimum limits of \$1,000,000 per each employee accident and \$1,000,000 per each employee disease.
- c. **Commercial General Liability:** Insurance covering all operations performed by the Service Provider with a minimum limit of \$10,000,000 per occurrence with a \$10,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.
- d. **Business Automobile Liability:** Insurance covering all owned, non-owned, and hired vehicles used in performance of this Contract. The minimum combined single limit per occurrence shall be \$5,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

- e. Pollution Liability: Insurance covering potential pollution risk to the environment or losses caused by pollution conditions that may arise from the operations of the Service Provider in performance of the Contract with a minimum limit of \$1,000,000 per loss with a \$2,000,000 aggregate. Policy shall cover the Service Providers completed operations. If the coverage is written on a claims-made basis, the Service Provider warrants that any retroactive date applicable to the coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that Work under this Contract is completed.

14.2. Umbrella/Excess Liability. If the Service Providers underlying liability policy limits are less than those required, Service Provider may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over all underlying liability policies. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

14.3. Maintenance of Higher Limits. If the Service Provider maintains higher limits than the minimums shown above, the Town requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

14.4. Duration. Each insurance policy required by this Contract must be in effect at or prior to commencement of the Work under the Contract and remain in effect for the duration of the Contract.

14.5. Insurer Rating. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A-VII or better as determined by A. M. Best Company.

14.6. Subcontractors. Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that the Town is an additional insured on insurance required from subcontractors.

14.7. Waiver of Subrogation. Contractor hereby grants to Town a waiver of any right to subrogation, which any insurer of said Service Provider may acquire against the Town by virtue of payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

14.8. No Limitation of Liability. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract.

14.9. Lapse of Insurance. Should there be a lapse in insurance coverage at any time, the Contract shall be in breach of this Contract and the Contract shall be subject to termination and the surety bond shall be subject to calling.

ARTICLE XV: BOND REQUIREMENTS

15.0 BOND REQUIREMENTS

15.1. Surety Bond: No later than ten (10) Business Days prior to commencing the Work, the Service Provider shall furnish to the Town a surety bond in the amount of one hundred thirty-five percent (135%) of the Annual Contract Sum as defined in this Contract. The bond shall be conditioned upon the faithful performance of all terms, conditions, and provisions of the bond. The Service Provider is required to procure and maintain the surety bond at its sole cost and expense. All bonds shall be in the forms prescribed by law or regulation and be executed by such sureties legally authorized to do business in the State of North Carolina.

15.2. Annual Bond Renewal. For the duration of the Contract Term, including any Renewal Terms, the surety bond shall be renewed on an annual basis for one hundred thirty-five percent (135%) of the Annual Contract Sum calculated as of the Contract anniversary date (July 1st). The renewed bonds shall be provided to the Town's Designated Representative no later than ten (10) Business Days after the contract anniversary date for each respective year of the Contract Term.

15.3. Valid and Non-cancelable. The surety bond shall be valid for the required amount and non-cancelable for the duration of the Contract Term, including any Renewal Terms.

15.4. Surety Bankruptcy, Insolvency, etc. If the surety on any bond furnished by the Service Provider is declared bankrupt, becomes insolvent, its right to do business is terminated, or it ceases to meet the requirements herein, the Service Provider shall promptly notify the Town in writing and shall within five calendar days thereafter substitute another surety bond, which must be acceptable to the Town.

ARTICLE XVI: GENERAL TERMS

16.0 GENERAL TERMS

16.1. Acceptance. Service Provider's acknowledgment of the terms of this Contract constitutes an agreement to and acceptance of all terms and conditions set forth or referenced herein including all Exhibits hereto (the "Contract Documents" or "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 Service Provider's proposal, acknowledgment, invoice, or in any other communication from Service Provider 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.

16.2. Written Approvals. Notwithstanding anything herein which may be to the contrary, all approvals or consents required or permitted pursuant to the Contract shall be in writing in order to be considered valid and effective.

16.3. Changes, Additions, Deletions, or Substitutions. No changes, additions, deletions, or substitutions of the scope of work, specifications, terms and conditions, quantity, or price will be

permitted without the prior written approval from the Town.

16.4. Relationship of the Parties. The Service Provider is an independent contractor and not an employee of the Town. The conduct and control of the Work will lie solely with the Service Provider. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Service Provider and the Town. Employees of the Service Provider shall remain subject to the exclusive control and supervision of the Service Provider, which is solely responsible for their compensation.

16.5. Familiarity with Laws. The Service Provider is assumed to have made itself familiar with all applicable federal, state, and local laws, ordinances, and regulations, which may in any manner, affect those engaged or employed in the Work, the materials or equipment used in or upon the Work, or in any way that affects the conduct of the Work. No pleas of misunderstanding will be considered on account of the ignorance thereof. If the Service Provider shall discover any provisions in the specifications or Contract which are contrary to or inconsistent with any such laws, ordinances, or regulations, the Contractor shall forthwith report it to the Town's Designated Representative in writing.

16.6. Observance of Laws. The Service Provider shall at all times observe and comply with all federal, state, and local laws, ordinances, regulations, and all such decrees as exist at present or may be enacted during the Contract Term by bodies or tribunals having any jurisdiction or authority over the Work in any manner affecting the conduct of the Work. No plea of misunderstanding will be considered on account of the Service Provider's ignorance thereof.

16.7. Permits and Licenses. The Service Provider shall procure all required permits and licenses and give all required notices necessary for the due and lawful provision of the Work unless otherwise noted in the specifications or plans herein.

16.8. Assignments. The Service Provider may not assign, convey, pledge, or in any manner encumber its rights, in whole or in part, under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent. In the event of any such assignment, the assignee shall comply with any conditions that the Town may reasonably require for assignment of the Contract and shall accept such assignment and perform all Work and other obligations of the Service Provider as fully as if the Contract were originally made by the assignee. Any such assignment shall not relieve or excuse the Service Provider from responsibility for performance to the Town in the event the assignee does not fully perform all Work and other obligations of the Service Provider under the Contract.

16.9. Transfer of Ownership Interest in Company. If in the event the Service Provider sells, transfers, or relinquishes, whether voluntarily or by operation of law, control of the corporation, partnership, or proprietorship it is operating under, this Contract shall terminate unless the Town has granted prior written consent. Such consent shall not be withheld if the new controlling party complies with the provisions of this Contract. The Service Provider shall promptly notify the Town of any actual or proposed change in, transfer of, or acquisition by another party of control of said corporation, partnership, or proprietorship. For purposes of this Contract, the word "control" as used herein means actual working control in whatever manner exercised. Any approval by the Town of transfer of control shall be contingent upon the perspective controlling party becoming a signatory to the Contract and otherwise complying with all the terms and conditions herein. No sale, transfer, or acquisition by another party of control of said corporation, partnership, or proprietorship shall be approved unless the

perspective controlling party submits a surety bond satisfactory to the Town and in the amount specified under the Contract.

16.10. Public Safety: The Contractor shall conduct the Work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic at all times.

16.11. Property Damage. The Service Provider shall protect all roads, private drives, alleys and cartways, buildings, bridges, fences, walls, property monuments, pipes, and other structures and objects legally existing adjacent to the Work being performed. In the event of any injury or damage to such public or private property by reason of, or as a result of, the execution of the Work provided for herein, the Service Provider shall make all such repairs as may be necessary to restore such property to its former condition at its own cost and expense.

16.12. Indemnification. To the greatest extent allowed by North Carolina law, the Service Provider shall indemnify and hold harmless the Town and its agents, divisions, officers, directors, employees, and assigns from all liability, losses, costs, claims, damages, expenses, attorney fees, judgments, and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Service Provider or any employee, agent, or assignee of the Service Provider.

16.13. Anti-Discrimination and Equal Employment. During the performance of the Contract, the Service Provider 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.

16.14. Verification of Work Authorization: Service Provider 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.

16.15. Property Rights: The Service Provider shall maintain a list of all Collection Services Schedules, Collection Services Route Maps, and Customers in the Contract Area including each Customer's street and mailing address and phone number, and a description of service(s) provided to each Customer. This information is deemed the property of the Town and shall be provided to the Town in its correct form upon the end of the Contract Term, termination of the Contract, or upon request by the Town.

16.16. Applicable Laws and Courts. This Contract 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.

16.17. 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.

16.18. 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.

16.19. 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.

16.20. 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.

16.21. Companies that Boycott Israel. With the execution hereof, Service Provider 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.

16.22. Governmental Immunity. Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or a waiver of any limitation on liability or damages created by law.

16.23. Transition of Services. The Contractor shall cooperate with the Town and any new service providers that may assume the provision of services hereunder after the end of the Contract Term or upon termination of the Contract, including but not limited to, supplying a list of Customers, Collection Services Schedules, and Collection Services Route Maps, as well as other actions as necessary to effectuate a smooth transition of services.

16.24. Notices: Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the Town:

101 Huntersville-Concord Rd.
Huntersville, NC 28078
Attn: Kevin Fox

If to the Service Provider:

5516 Rozzelles Ferry Rd.
Charlotte, NC 28214
Attn: Pamela Stine

With a Copy to:

Waste Connections
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

ARTICLE XVII: TERMINATION

17. TERMINATION

17.1. For Failure to Appropriate Funds. The Town and Service Provider agree that the Town may terminate the Contract for failure to appropriate funds, at any time, by giving one hundred eighty (180) days' prior written notice to the other party of such intent to terminate. In the event of a termination for failure to appropriate funds, the Town shall Pay the Service Provider for all services rendered prior to the effective date of termination.

17.2. 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 the Service Provider with 180 days' written notice. If the Contract is terminated by the Town in accordance with this Section 17.2, the Service Provider will be paid in an amount which bears the same ratio to the total compensation as does the Collection Services actually performed.

17.3. Termination for Cause. The Town may terminate the Contract with the Service Provider for any of the following reasons:

- 1) The Service Provider is adjudicated bankrupt, is subject to the appointment of a receiver and fails to have the receiver removed within sixty days, has any of its property attached and fails to remove such attachment within sixty (60) calendar days, becomes insolvent, or is unable to pay its debts as they become due;
- 2) The Service Provider fails to provide and maintain the surety bond as required by the Contract; fails to obtain or maintain the insurance policies and endorsements as required by the Contract; or fails to provide the proof of insurance as required by the Contract;
- 3) Within a 30-day period, the Contractor fails to cure, within 1 Business Day from the time of notification by the Town, 10 or more Valid Misses or one Area Miss;
- 4) The Contractor fails to provide Collection Services, due to a strike or other event not constituting a Force Majeure, and the Town determines that the Contractor is unable to perform the Collection Services as specified in the Contract; or
- 5) The Contractor fails to fulfill or maintain in a timely and proper manner any other obligations, duties, or provisions of or under the Contract and fails to cure such default within thirty (30) calendar days of the Town's written notice to the Contractor of such default. If the default is not capable of cure within said thirty (30) calendar days, the Contractor shall provide written notice to the Town together with a schedule of cure within fifteen (15) calendar days of the Town's notice of default, shall begin action to cure the default within said thirty (30) calendar days, and shall diligently proceed to cure the default. The Town may accept the Contractor's schedule of cure, may make a written

demand that the Contractor cure the default within a time period set by the Town, or may terminate this Contract at the end of the thirty-day default period.

ARTICLE XVIII: MISCELLANEOUS TERMS

18.0 MISCELLANEOUS TERMS

18.1. **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assignees where an assignment has been permitted.

18.2. **Severability.** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, on its face or as applied, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or modified if possible, consistent with the intent of the parties. The remainder of the Contract shall not be affected thereby, and all other provisions shall remain valid and enforceable.

18.3. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced, including but not limited to Exhibits, shall constitute and represent the complete and entire agreement between the Town and Service Provider and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.

18.4. **No Waiver.** 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 or on-going waiver of such right or of any other right, breach, or default.

18.5. **Dispute Resolution Procedures.** Any claim, dispute, or other matter concerning the performance of the Contract, or the interpretation of the Contract, shall initially be referred to the Town Manager, in writing, for a decision. Such decision shall be rendered within thirty (30) days, in writing, following the final presentation by the Service Provider of evidence or argument relative to such claim, dispute, or matter. The Town Manager may consult with the Town's Designated Representative or other Town employees as may be necessary regarding the claim, dispute, or other matter in order to render a decision.

18.6. **Remedies not Exclusive.** The Town's remedies as set forth herein are not exclusive.

18.7. **Time is of the Essence.** Time is of the essence for each and every part of this Contract.

18.8. **Force Majeure.** Except for the payment of amounts owed hereunder, the performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists. In the event of such a Force Majeure, the Service Provider shall give the Town prompt telephone notification followed by written notice describing the Force Majeure and estimated duration of said

Force Majeure. The Service Provider must make a reasonable effort to resume service as soon as possible once the Force Majeure ends. Strikes, slowdowns, walkouts, lockouts, industrial disturbances, or other disputes are not excused under this provision. In the event that any of the aforementioned should occur, the Service Provider will be held responsible for meeting its obligations under the Contract.

18.9. Town Not Liable for Delays. It is further expressly agreed that in no event shall the Town be liable for or responsible to the Service Provider, any subcontractor, or to any other person for or on account of any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the Town has insufficient control to cause a different result.

ARTICLE XIX: EXHIBITS

19. EXHIBITS

19.1. Other documents forming part of the Contract are as follows:

- a. Exhibit A- Contract Area
- b. Exhibit B- Designated Municipal Facilities
- c. Exhibit C- Rates and Service Levels
- d. Exhibit D- Fleet Replacement Schedule
- e. Exhibit E- Logo
- f. Exhibit F- Fuel Price Adjustment Rider

[Signature Page Follows]

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals
this 6th day of December, 2024.

Waste Connections of North Carolina, Inc.

Town of Huntersville

Name:

Waste Connections of North
Name of Contractor (type or print) Carolina,
Inc.

Town Manager

By:

Penelope Stone
(Signature)

Attest: _____
Town Clerk

Title:

District 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

Contract Area

[Insert]

Exhibit B

Designated Municipal Facilities

Abernathy Park	Glendale Drive, Huntersville NC 28078
Arts & Cultural Center - Meeting Space	14614 S Old Statesville Rd Huntersville NC
Barry Park - Restroom/Storage Shelter	13707 Beatties Ford Rd, Huntersville NC 28078
Bradford Park - Restroom/Storage Shelter	17005 Davidson Concord Rd, Huntersville NC 28078
Electricities - Electric Substation	12470 Commerce Station Dr, Huntersville NC 28078
Electricities - Garage & Office	11316 Sam Furr Rd, Huntersville NC
Fire Station #1 - Fire Station	14515 S Old Statesville Rd
Fire Station #2	15600 BEATTIES FORD RD HUNTERSVILLE NC 28078
Fire Station #3 - Generator & Water Storage Tank	13423 Eastfield Rd, Huntersville NC
Fire Station #4 - Fire Staion	8826 McIlwaine Rd, Huntersville NC 28078
Greenway Park - Playground	Greenway & Dallas, Huntersville NC 28078
Holbrook Park	100 Sherwood Dr, Huntersville NC 28078
Holbrook Park - Pavillion	Sherwood Dr, Huntersville NC 28078
Huntersville Athletic Park	11720 Verhoeff Dr, Huntersville NC 28078
Huntersville Elementary - Gymnasium	200 Gilead Rd, Huntersville NC 28078
Huntersville Family Fitness/Aquatic Center/Rec Ctr	11725 Verhoeff Dr, Huntersville NC 28078
North Meck Park	16131 N Old Statesville Rd, Huntersville NC 28078
Police Station - Offices	9630 Julian Clark Ave, Huntersville NC
Public Works - Old Jail	301 Huntersville Concord Rd Huntersville NC 28078
PW/P&R Operations Center - Office	416 Seagle St, Huntersville NC 28078
Rosedale Nature Park - Restroom Building	9519 Rosewood Meadow Lane, Huntersville NC 28078
Storage Warehouse	102 N Old Statesville Rd Huntersville NC 28078
Torrence Lytle Comm Center - Office/Meeting Space	508 Dellwood Dr, Huntersville NC 28078
Town Center - Offices, parking	105 Gilead Rd, Huntersville NC
Town Hall - Offices	101 Huntersville Concord Rd Huntersville NC 28078
Veterans Park + Amphitheater	201 Huntersville concord Rd, Huntersville NC 28078
Waymer Park	14200 Holbrooks Rd, Huntersville NC 28078

Exhibit C

Rates and Service Levels

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Collection of the Municipal Solid Waste, Recyclable Materials, and Yard Waste for the Town of Huntersville, North Carolina, does hereby offer to perform such services on behalf of the Town of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

Description of Collection Services	Rate
Once weekly collection of curbside Refuse (96 gallon Roll-Out Cart Container)	\$11.20 per home per month
Once weekly collection of Yard Waste (96 gallon Roll-Out Cart Container)	\$5.13 per home per month
Once Bi-weekly collection of Recyclable Materials (96 gallon Roll-Out Cart Container)	\$2.67 per home per month

Monthly Unit Price per Residential Unit- \$19.00

Exhibit D

Current Fleet and Fleet Replacement Schedule

Current Year/Model Breakdown				
<u>Truck #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Type</u>
110	2021	Mack	LR64	ASL
121	2020	Peterbilt	PB320	ASL
122	2022	Mack	LR64	ASL
155	2015	Peterbilt	PB320	ASL
170	2015	Peterbilt	PB320	ASL
173	2016	Peterbilt	PB320	ASL
191	2018	Peterbilt	PB320	ASL
192	2019	Peterbilt	PB320	ASL
432	2017	Peterbilt	PB320	REL
433	2017	Peterbilt	PB320	REL
434	2013	Mack	REL	REL

Anticipated Replacement Schedule				
<u>Truck #</u>	<u>Year</u>	<u>Make</u>	<u>Type</u>	<u>ETA to Replace</u>
192	2019	Peterbilt	ASL	2025
191	2018	Peterbilt	ASL	2024
173	2016	Peterbilt	ASL	2023
170	2015	Peterbilt	ASL	2023
155	2015	Peterbilt	ASL	2023
432	2017	Peterbilt	REL	2027
434	2013	Mack	REL	2024

Average ASL Age		
<u>Current</u>	<u>2024</u>	<u>2025</u>
4.75	2.13	2.38

Exhibit E

Huntersville Logo for Containers



Exhibit F

Fuel Price Adjustment Rider

1. A fuel price adjustment may be made based upon the price of diesel fuel as determined by the US Department of Energy's Weekly Retail on Highway Diesel Prices for the Lower Atlantic ("DOE Price").
2. The Base Index Price for this Contract shall be \$5.00 per gallon.
3. The Base Index Volume for this Contract shall be 10,000 gallons per month ("gpm"), unless adjusted as hereafter provided.
4. The Base Index Price and the Base Index Volume shall be deemed to be calculated into and part of the initial Contract proposal.
5. The Quarterly Average Price shall be the average of the price per gallon (using the DOE Price) on the first week of each month for the three months preceding the Quarterly Fuel Adjustment Date. The Quarterly Fuel Adjustment Date shall be the first day of each October, January, April, and July during the Term of the Contract. For example, if the Quarterly Fuel Adjustment Date is July 1, then the prices effective on the first days of April, May, and June shall be averaged to obtain the Quarterly Average Price for that date.
6. The first Quarterly Fuel Adjustment Date shall be October 1, 2023.
7. If the Quarterly Average Price is more than ten (10%) per cent above the Base Index Price, then a fuel price adjustment may be made reflecting the increase from the Base Index Price. The increased price shall be applied to the Base Index Volume for the preceding three-month period and the result shall be added to the payment for the month of the Quarterly Fuel Adjustment Date. For example, if there is an increase of 12% from the Base Index Price, and the Base Index Volume is 10,000 gpm, then the adjustment for the three-month period shall be \$18,000. ($\$5.00 \times .12 = \$0.60 \times 10,000 \text{ gpm} \times 3 \text{ mos.} = \$18,000.00$). The same formula shall be applied on each Quarterly Fuel Adjustment Date.
8. The Service Provider may request an adjustment to the Base Index Volume based upon a review of actual usage. The Service Provider will supply all proper documentation when seeking a Base Index Volume adjustment or when requested by Town to justify a request for an adjustment in the Base Index Price. The Service Provider shall further supply any other proper documentation when requesting a Fuel Price Adjustment or when otherwise requested by Town in administering this Contract.



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Call a Public Hearing for Petition #R24-11, a rezoning request by DDRTC Birkdale Village, LLC

EXPLAIN REQUEST:

Call a public hearing for Tuesday, February 4, 2025 at 6:00 p.m. at Huntersville Town Hall on Petition #R24-11, a request by DDRTC Birkdale Village, LLC to rezone +/- 12.36 acres at 8710 Lindholm Drive (Parcels # 00537157, 00537197, 00537197) from Highway Commercial Conditional District (HC-CD) to Highway Commercial Conditional District (HC-CD) for Commercial, Hotel, Office, & Multifamily uses.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: Call a Public Hearing on Petition #R24:14 Commerce Station Industrial

EXPLAIN REQUEST:

Petition #R24-14, a request by Linda Long to rezone +/- 64.5 acres located at 12705 Commerce Station Drive from Corporate Business to Corporate Business Conditional District (parcel ID 01930105). The purpose of the rezoning is to develop an industrial and flex space warehouse development.

ACTION RECOMMENDED:

Call a public hearing for Tuesday February 4th, 2025 on R24-14.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: Call a Public Hearing on Petition #R24-16: Blythe Landing Residential

EXPLAIN REQUEST:

Petition #R24-16 is a request by Cottage Properties of Lake Norman, LLC to rezone +/- 8.77 acres located at 15533, 15513, and 15501 NC HWY 73 (Parcel IDs 00182117, 00182116, 00182115) from General Residential to Neighborhood Residential Conditional District. The purpose of the rezoning is to develop a single family residential development.

ACTION RECOMMENDED:

Call a public hearing for Tuesday February 4th, 2025 on R24-16.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Rebecca Bleich, Planner II

Subject: Petition #ANNEX24-03 - Courtyards at Walters Farm

EXPLAIN REQUEST:

Call a public hearing for Tuesday, February 4, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #ANNEX 24-03, a request by the Paul and Ruth Walters Family, LLC, for the contiguous annexation of parcels identified as Courtyards at Walters Farm (PID 01313116, 01313143, and 01313126).

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: Public Hearing on Petition #R24-04 Merancas Fire Training Facility

EXPLAIN REQUEST:

Conduct public hearing on Petition #R24-10 Merancas Fire Training Facility, a request by Central Piedmont Community College to rezone +/- 5.28 acres located on Old Verhoeff Drive (11700 Old Verhoeff Drive, PIN# 017-204-01) from Neighborhood Residential and Campus Institutional to Special Purpose-Conditional District for a fire training facility.

ACTION RECOMMENDED:

Conduct a Public Hearing

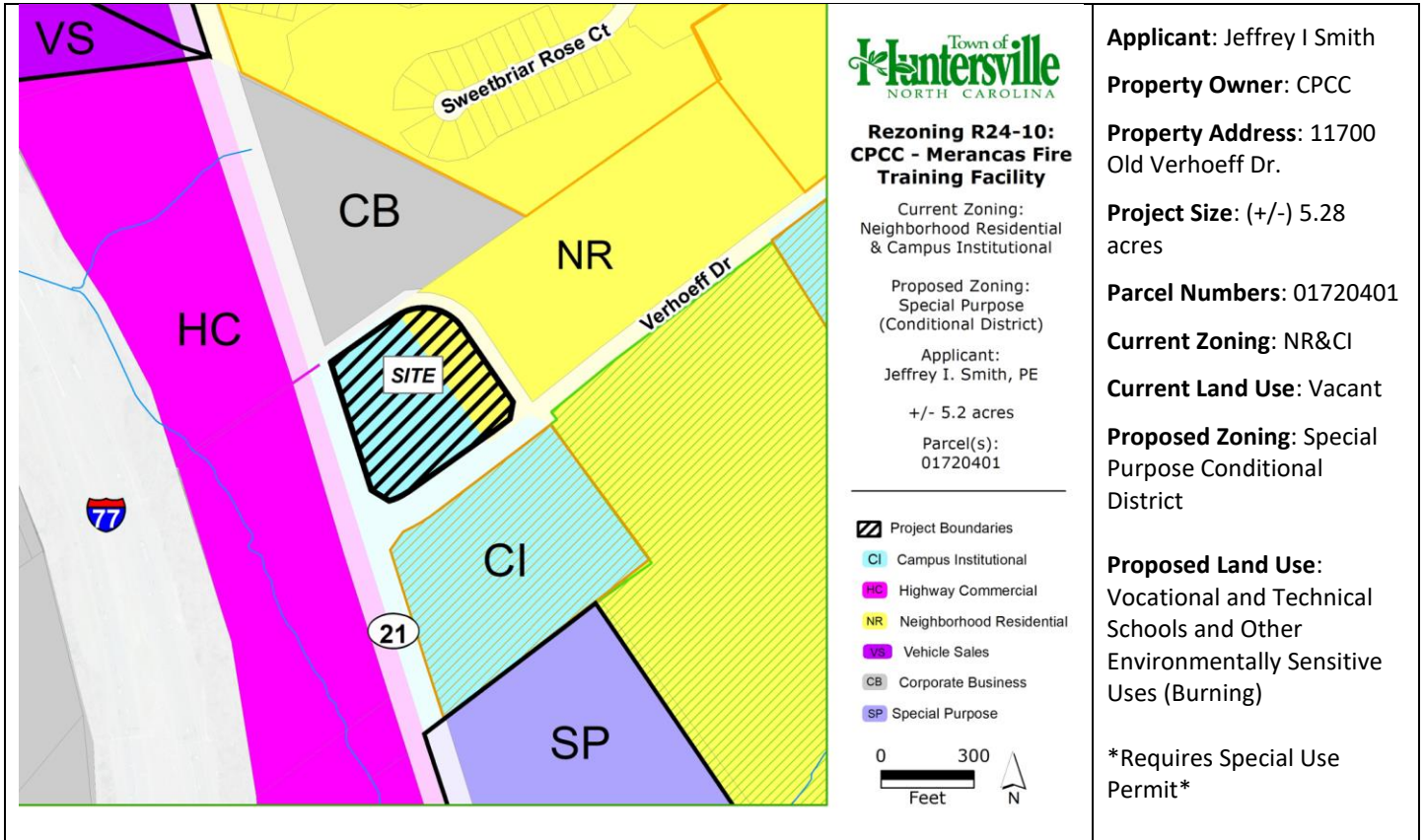
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R24-10 Merancas Fire Training Facility PH 1-7-25 Staff Report
2. Town of Huntersville Application - Rezoning and Special Use Permit - Merancas Fire Training Facility
3. 30881.0001 - CPCC Merancas 2024-11-26
4. 24 1107 CPCC Merancas Community Mtg minutes
5. Eng Summary_Public Hearing

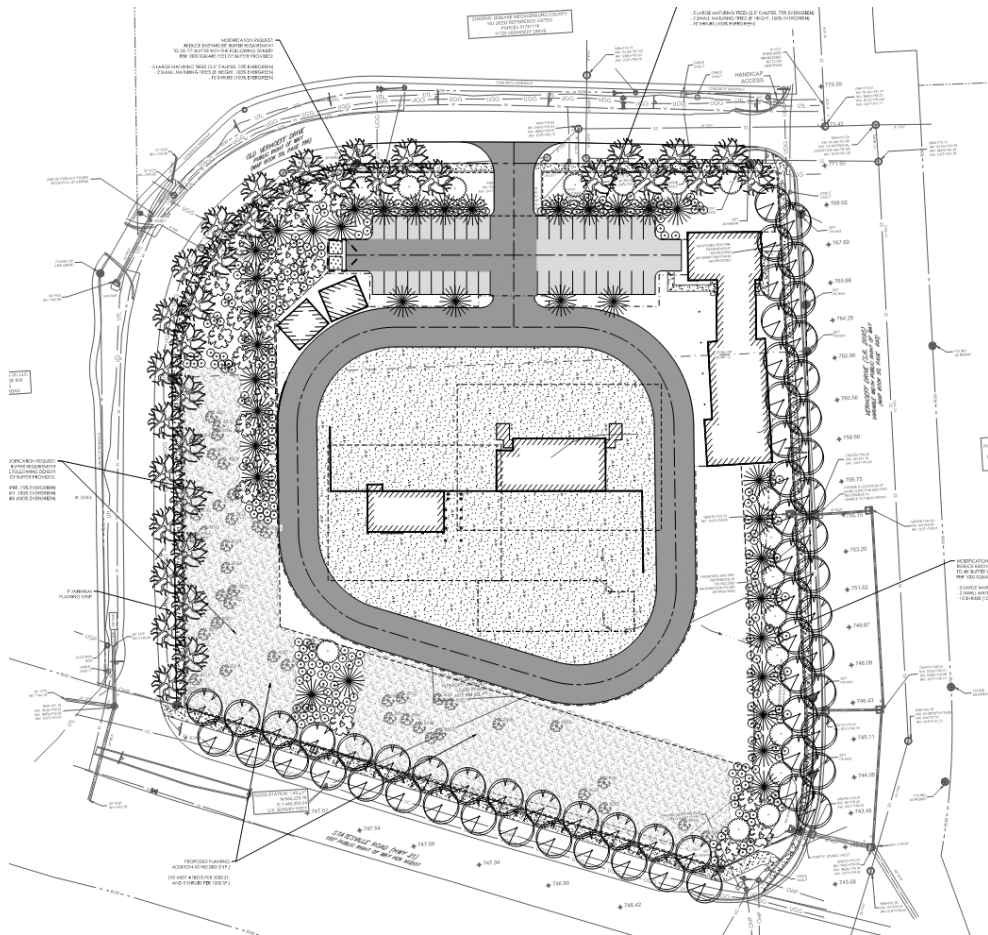
Petition R24-10 Merancas Fire Training Facility

PART 1: PROJECT SUMMARY



- Purpose: Rezone 5.28 acres at 11700 Old Verhoeff Drive from Neighborhood Residential and Campus Institutional to Special Purpose Conditional District to accommodate for a fire training facility for Central Piedmont Community College.
- Another requirement for the proposal to gain development approval is the issuance of a Special Use Permit. The Special Purpose District allows Vocational and Technical Schools by-right, however the presence of burning materials on-site adds a secondary use to the property listed in Article 3.2.10 as "other environmentally sensitive uses not expressly permitted in SP or other districts" which requires the SUP under 9.24 of the zoning ordinance. This will be detailed in the SUP staff report.
- Adjoining Zoning and Land Uses.
 - North: Corporate Business– Daycare
 - South: Campus Institutional- CPCC Truck Driving Training Facility
 - East: Neighborhood Residential-HFFA Fitness Facility
 - West: Highway Commercial (Statesville Rd) – Vacant
- A neighborhood meeting was held on Thursday, November 7, 2024 and is summarized in the Community Meeting Report (see Attachment).
- Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Verhoeff Dr, Old Verhoeff Dr, and Statesville Rd.

PART 2: REZONING/SITE PLAN

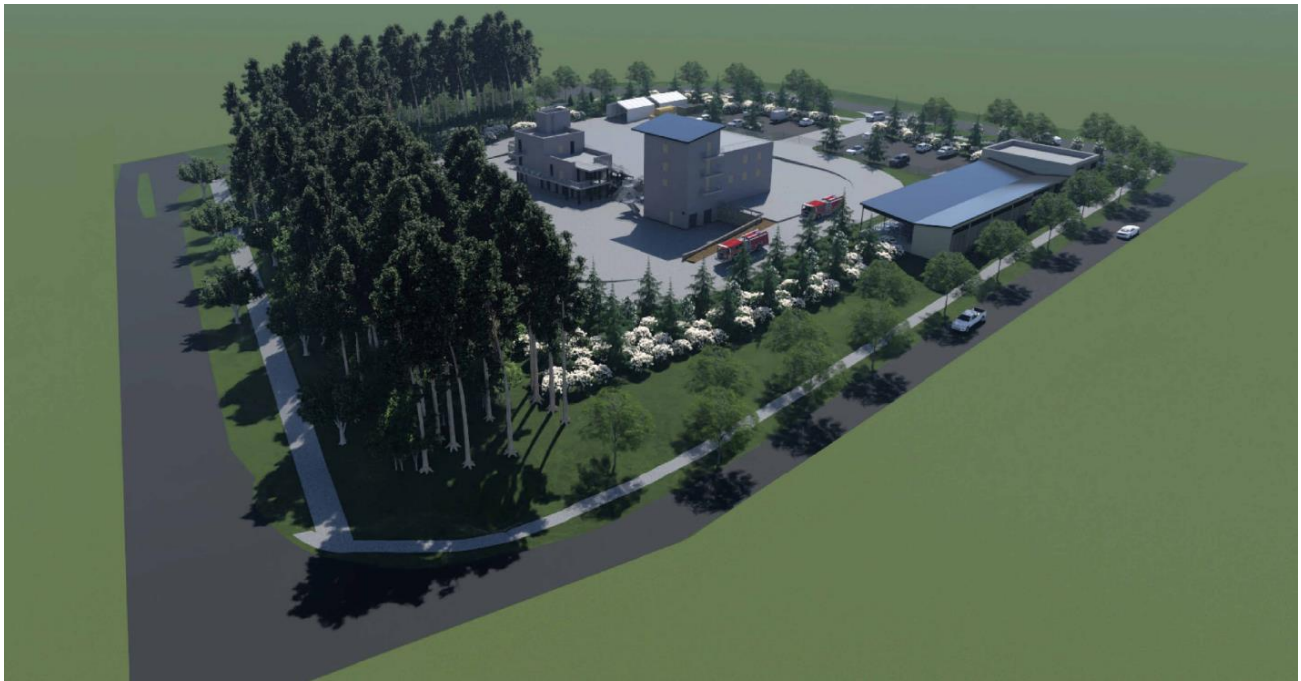


The Proposed Conditional District Rezoning has some buffer modifications but is generally compliant with zoning ordinance requirements. Significant Elements include:

- The proposal is for an education building along Verhoeff Drive that fronts the street (see the elevation rendering below and the site plan above), a training tower structure, and a burn structure (see the birds eye topographic rendering below) . All of which are under the maximum height requirement of 45-feet for the Urban Workplace building type described in Article 4 of the zoning ordinance. The fronting building meets the ordinance standards for architecture described in that article with the building character (modern style seen below) are like those surrounding it on Verhoeff Drive. The building also has an overall massing that communicates an emphasis on the human scale by having an inviting frontage for the pedestrian.



- This rendering shows birds eye topographic side view looking down on the site from the corner of Statesville Avenue and the Verhoeff Drive intersection. It depicts the massing of the proposed structures on the site.

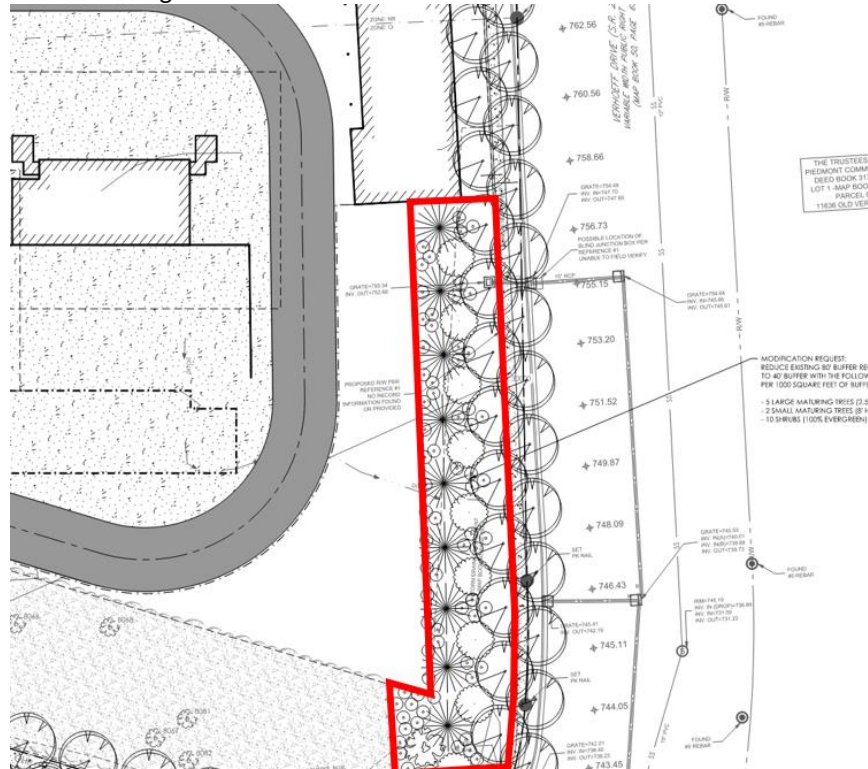


- The context map below shows the development site in yellow outlining, with HFFA(Fitness Center with outdoor pool) to the NE, the Daycare to the north, CPCC truck driving training facility to the south.



- Article 7 of the zoning ordinance for this type of use requires an 80-foot buffer at all street rights of way and adjacent property lines. For this purpose, that is an 80-foot vegetated buffer on all 4 sides of the property. The applicants have proposed a modification request for a variable buffer width on 3 of the 4 sides of the property with the Statesville Road/southern boundary meeting the 80-foot requirement and the other 3 sides having different variable widths as seen in the site plan above.
 - **Staff Comment:** Staff is generally ok with the buffer modification reductions due to the location of the site and being in proximity to other CPCC training sites. The proximity of the development to the most sensitive use(Daycare) is a reduction of about 6 feet from the 80-feet required to 74-feet proposed with added evergreen screening. There is a proposed reduction to the Northeast from 80-feet to about 33-feet with added evergreen screening. This reduction is appropriate since there is a road (Old Verhoeff Drive, and a parking lot(HFFA) between the two uses(fitness center). The buffer for the Verhoeff Drive section is detailed in the next bullet.
- The Verhoeff Drive buffer modification is to reduce the 80-foot buffer to a 40-foot buffer with vegetation and additional evergreen screening. The upper portion of the buffer meets ordinance requirements for architecture consistent with Town standards (as previously detailed). By incorporating a 15-foot build to line with the fronting structure and meeting the architectural requirements, the building acts as the buffer and screens part of the interior of the development. There is a proposed modification on the lower section of this site where the building does not buffer the internal development. The proposal is to reduce the 80-foot buffer to a 40-foot buffer with increased evergreen vegetation for screening.
 - **Staff Comment:** Staff is concerned with the placement of this buffer due to site constraints. On the proposed plan there are overhead powerlines, a storm drainage easement, and a proposed stormwater ditch in the proposed buffer which together make establishing it here impractical. Site constraints should

be clearly shown on the plans and considerations be made to design the buffer to ensure both functional and aesthetic goals of it are met.



General Plan Information

- Minimum Tree Preservation (specimen tree save) for Special Purpose is 30%. There are 4 specimen trees on site. 3 are to be removed and 1 is to be saved therefore mitigation of 1 specimen tree is required.
- There are no identified Heritage Trees on site.
- The Huntersville Bike Plan calls for a 10-foot Side path along Statesville Road. This has been provided.

PART 3: TRANSPORTATION ISSUES

See the attached Engineering Analysis Report for information on TIA and other engineering review items.

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 use/project is **consistent** with the following policies of the 2040 Huntersville Community Plan:

- Policy EV-4: Support education and workforce training opportunities to align local jobs with residents.
 - EV 4.2: Encourage workforce training options- Support current efforts of CPCC, CMS, and others to train and develop a skilled workforce to meet labor demands for local business and industry. Convene round table meetings between partners and enhance workforce training
Staff Comment- The application is for CPCC to do fire training for fire-fighters and other emergency service personnel. This project encourages local emergency services personnel to train in this important field without traveling for training. It promotes the industry in Huntersville.
- Policy PS-3: Coordinate with police and fire departments to ensure adequate resources to provide public safety services to desired development.
 - Staff Comment- The fire department has expressed the need for this type of facility in Huntersville and this would benefit their local training for emergency services.

STAFF COMMENT- Staff finds the proposed use/project is **NOT** consistent with the following policies of the 2040 Huntersville Community Plan:

- LU 11.1: Protect and enhance the unique character of Huntersville’s neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment.

- Staff Comment- There are residential uses existing nearby to the north of this proposal that could be negatively affected by the smoke from this use. The applicants will need to prove otherwise with the requirement of a Special Use Permit approval.

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:

While this use is more industrial in nature than that of the immediate adjacent properties (due to the burning activities on site), there are civic and institutional uses/buildings in the immediate vicinity (commercial truck driving training, CPCC Merancas Campus) that make its character consistent with the overall area. This proposed reclassification can be consistent with the overall character of the existing development in the immediate vicinity if the applicants can prove that they meet the criteria in article 9.24 for approval of a special use permit which proves that the use has a minimal effect on adjacent developments. Additionally, staff recommends that a condition be placed on the plan that controlled burns at the facility do not take place during ozone sensitive days of the year determined by the North Carolina Department of Air Quality.

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

STAFF COMMENT:

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

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

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, historical, or cultural resources. The applicants must prove they meet the criterial in article 9.24 for approval of a special use permit which would determine if there are any environmental effects.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R24-10, Merancas Fire Training Facility, staff can recommend approval if the following staff recommendations are implemented into the plan:

- 1) A condition be placed on the plan that controlled burns at the facility do not take place during ozone sensitive days of the year determined by the North Carolina Department of Air Quality.
- 2) A more thorough buffer plan for the south boundary against Verhoeff Drive is proposed that does not conflict with any utility or storm drainage easements and ensures healthy buffer plant growth.
- 3) Special Use Permit is obtained.
- 4) Minor staff comments remaining are revised.

Staff believes that by implementing these recommended revisions, the plan will be consistent with land use policies EV-4 and PS-3 and would be reasonable and in the public interest to approve the Rezoning Plan.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for January 7, 2025.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board Meeting is scheduled for January 28, 2025.

PART 8: TOWN BOARD RECOMMENDATION

The Town Board Meeting is scheduled for February 18, 2025.

PART 9: ATTACHMENTS

- A – Rezoning Application
- B – Proposed CD Rezoning Plan
- C- Elevation Plans
- D – Neighborhood Meeting Report
- E- Engineering Report

PART 10: CONSISTENCY STATEMENT – R24-10 Merancas Fire Training Facility

Planning Department	Planning Board	Board of Commissioners
Approval: In considering the proposed rezoning petition R24-10, Merancas Fire Training Facility, staff can recommend approval if the following staff recommendations are implemented into the plan: 1)A condition be placed on the plan that controlled burns at the facility do not take place during ozone sensitive days of the year determined by the North Carolina Department of Air Quality. 2)A more thorough buffer plan for the south boundary against Verhoeff Drive is proposed that does not conflict with any utility or storm drainage easements and ensures healthy buffer plant growth. 3)Special Use Permit is obtained. 4)Minor staff comments remaining are revised. Staff believes that by implementing these recommended revisions, the plan will be consistent with land use policies EV-4 and PS-3 and would be reasonable and in the public interest to approve the Rezoning Plan.	APPROVAL: In considering the proposed rezoning application R24-10, Merancas Fire Training 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: APPROVAL: In considering the proposed rezoning application R24-10, Merancas Fire Training 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:	DENIAL: In considering the proposed rezoning application R24-10, Merancas Fire Training Facility, the Planning Board recommends denial based on the Plan	DENIAL: DENIAL: In considering the proposed rezoning application R24-10, Merancas Fire Training Facility, the Town Board recommends denial based on the

	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>	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>
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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 _____

Name of Project Merancas Fire Training Facility Phase # (if subdivision) _____

Project Address 11700 Old Verhoeff Dr., Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 017-204-01

Current Zoning District NR/CI Proposed District (for rezoning only) SP

Property Size (acres) 5.28 Street Frontage (feet) 1950 LF

Current Land Use vacant

Proposed Land Use(s) Fire training facility

Is the project within Huntersville's corporate limits?

Yes xxxxxxxxxxxx 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.

New fire training facility with classroom building, fire training tower and fire burn building, with related parking.

4. Site Plan Submittals

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

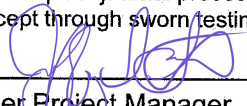
5. Outside Agency Information

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

6. Applicant

Printed Name Jeffrey I. Smith, PE Phone 704-330-6232
☒ 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 

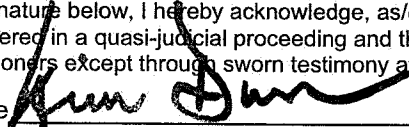
Title Civil Engineer Project Manager Email smith.jeff@tandh.com

Address of Applicant 1020 Euclid Ave., Charlotte, NC 28203

7. Property Owner (if different than applicant)

*Printed Name Central Piedmont Community College/ Jim Dunn Phone 704-330-6232
☐ 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 Chair, Central Piedmont Board of Trustees Email jimdunn7@gmail.com

Address of Property Owner 1201 Elizabeth Ave., Charlotte, NC 28204

* 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
Thomas and Hutton	Jeffrey I. Smith, PE	704-907-2214	smith.jeff@tandh.com
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



CENTRAL PIEDMONT COMMUNITY COLLEGE

REZONING PLAN SET OF CPCC - MERANCAS FIRE TRAINING FACILITY PLAN TYPE: SPECIAL PURPOSE CONDITIONAL DISTRICT REZONING: R24-10 11700 OLD VERHOEFF DR. HUNTERSVILLE, NC 28078

PREPARED FOR:
CENTRAL PIEDMONT
1111 METROPOLITAN AVE, SUITE 333
CHARLOTTE, NC 28204
MECKLENBURG COUNTY

TM# 017-204-01 ACCELA #
CSP-500039

ACCELA# CSP-500039
J-30881.0001

NOVEMBER 26, 2024

PREPARED BY:



Sheet List Table	
Sheet Number	Sheet Title
C0	COVER SHEET
G0	GENERAL NOTES & INDEX
EX1.0	EXISTING CONDITIONS
EX2.0	TREE SURVEY
EX3.0	TREE SAVE PLAN & DEMO PLAN
C1.0	SITE PLAN
C2.0	PAVING, GRADING, & DRAINAGE
C3.0	PRE DEVELOPMENT DRAINAGE AREA
C3.1	POST DEVELOPMENT DRAINAGE AREAS
L1.0	LANDSCAPING PLAN
AE901	CLASSROOM BUILDING PRELIMINARY ELEVATIONS
AE902	PRELIMINARY 3D VIEWS
AE903	PRELIMINARY 3D VIEWS
AE904	BURN BUILDING PLANS
AE905	COLD TOWER PLANS

Central Piedmont Community College

MERANCAS FIRE TRAINING FACILITY

11700 OLD VERHOEFF DR.
HUNTERSVILLE, NC
28078

DESIGNER

CLARK NEXSEN

1111 METROPOLITAN AVE., SUITE 333
CHARLOTTE, NORTH CAROLINA 28204
704-377-8800



NC#F-0871
1020 Euclid Avenue
Charlotte, NC 28203

www.thomasandhutton.com

PROFESSIONAL SEAL

SUBMITTAL

9/26/2024

REZONING PLAN

REVISIONS



SHEET

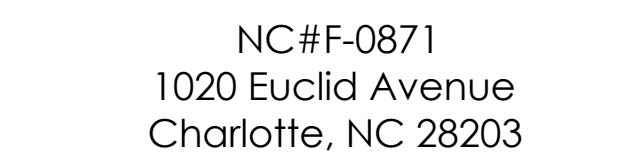
COVER SHEET

C0

DESIGN AE
DRAWN AE
REVIEW NH

CN 10179

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704-377-8800



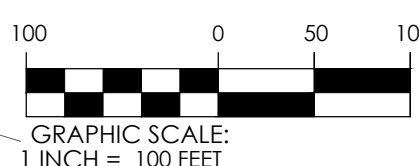
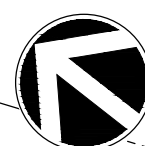
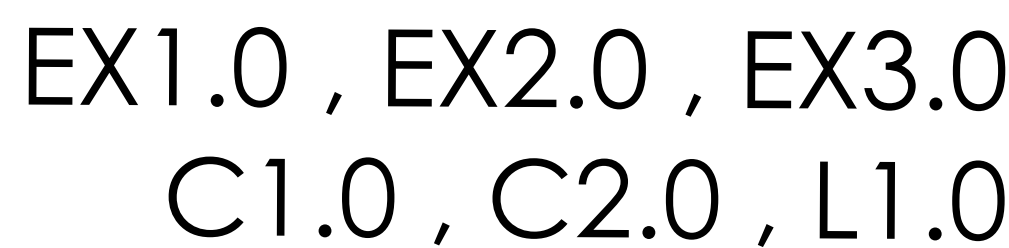
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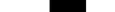
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CN 10179



SHEET INDEX



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&
HUTTON

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THE TRUSTEES OF CENTRAL
PIEDMONT COMMUNITY COLLEGE
DEED BOOK 31797, PAGE 708
LOT 1-MAP BOOK 59, PAGE 786
PARCEL 01742111
11636 OLD VERHOEFF DRIVE

PROFESSIONAL SEAL

SMITTA

26/2024

DISCUSSION



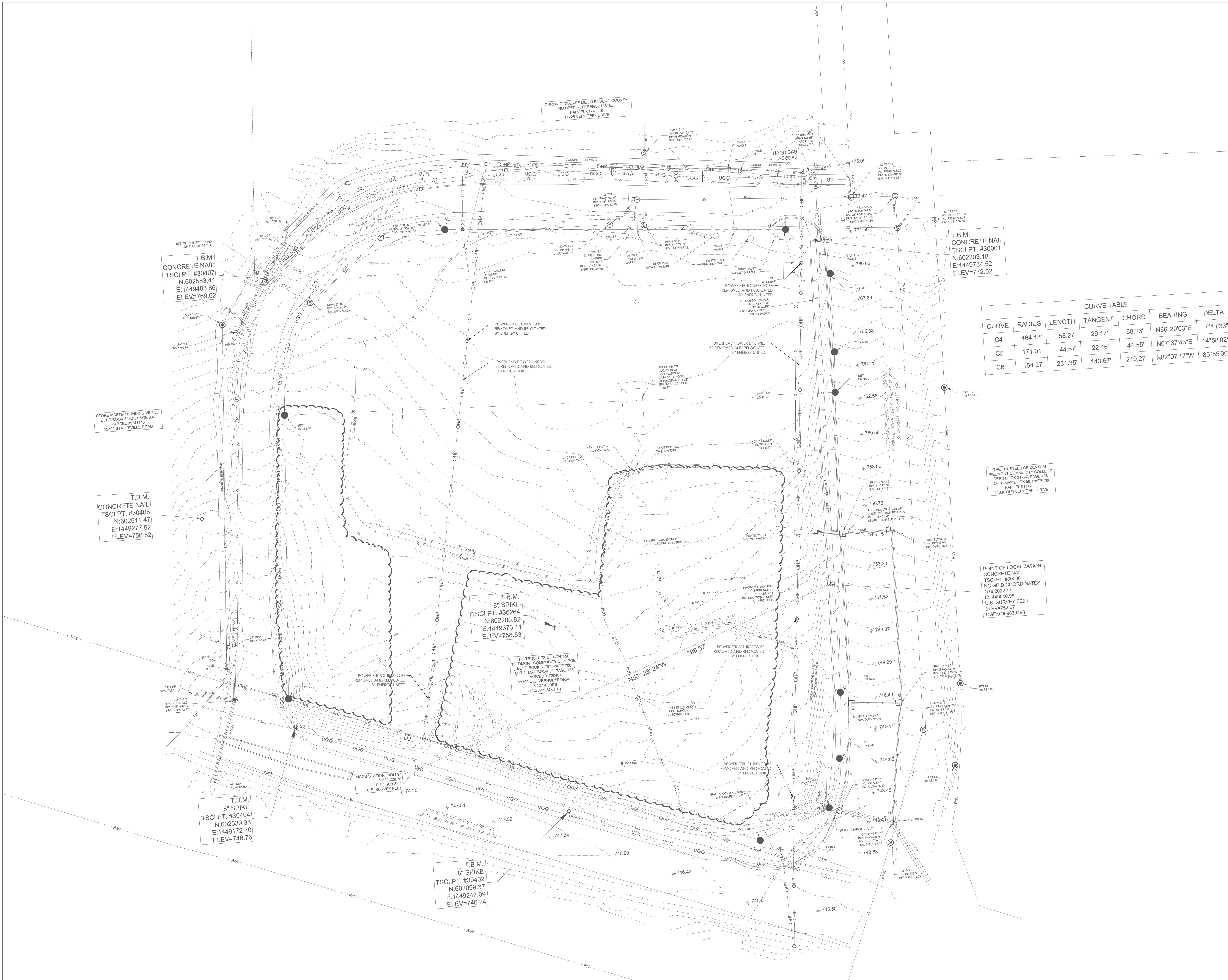
EX1.0

DESIGN:	AE
MAN:	AE
VIEW:	NH

MEMPHIS

MEMPHIS

CN 10179



MERANCAS FIRE
TRAINING FACILITY

11700 OLD VERHOEFF DR.
HUNTERSVILLE, NC
28078

DESIGN



CLARK NEXSEN

1111 METROPOLITAN AVE., SUITE 333
CHARLOTTE, NORTH CAROLINA 28204
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NC#F-0871
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9/26/2024

REZONING
PLAN

REVISIONS

SHEET

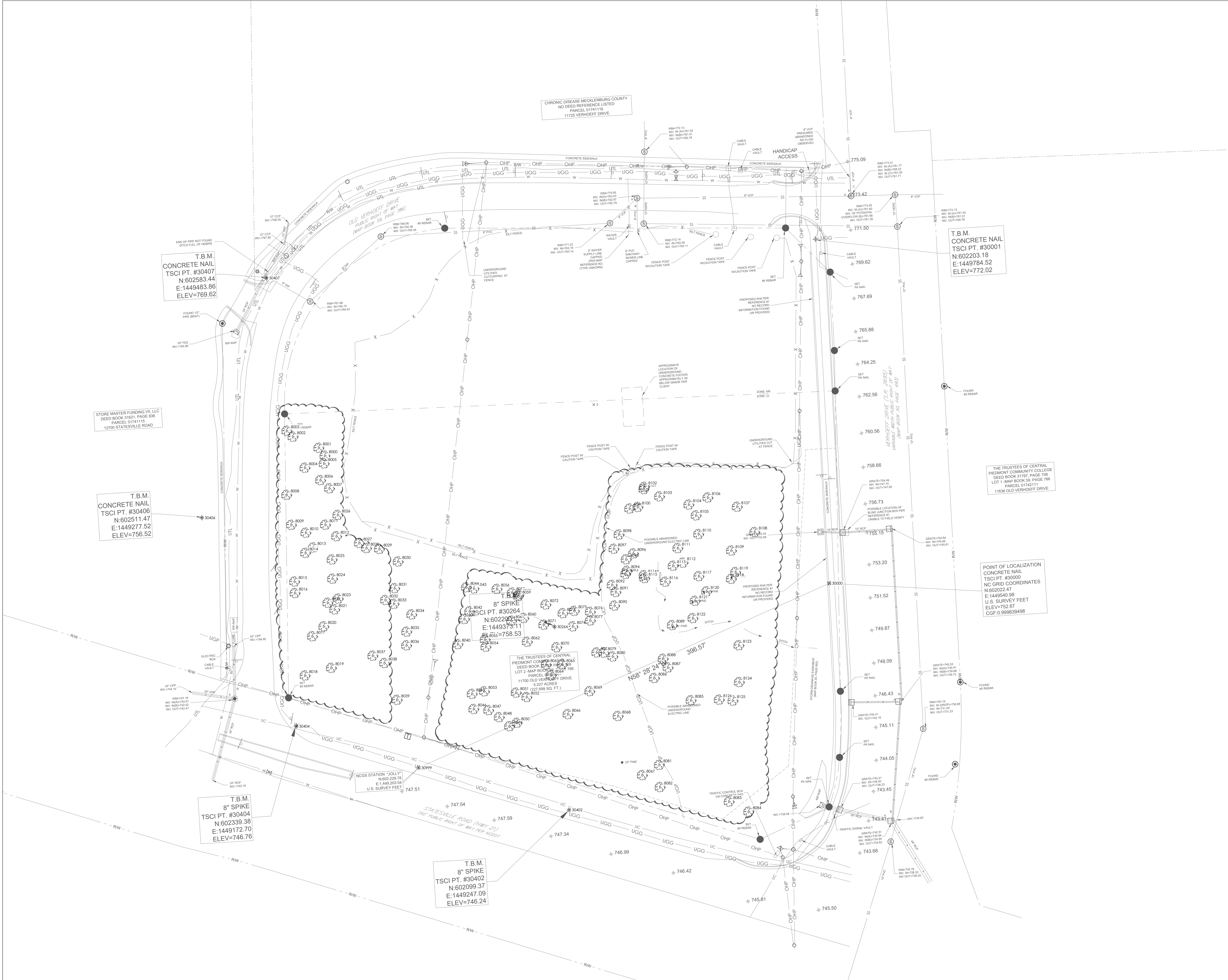
TREE SURVEY

EX2.0

DESIGN
DRAWN
REVIEW

AE
AE
NH

CN 10179





TREES TO BE REMOVED		
Tree #	Species & DBH	
8002	OAK 38"	
8003	ELM 18"	
8008	PN 17"	
8009	PN 24"	
8015	HIC 16"	
8016	OAK 15"	
8029	GUM 15"	
8030	GUM 16"	
8031	PN 14"	
8032	PN 15"	
8033	PN 19"	
8034	GUM 14"	
8035	PN 16"	
8040	PN 28"	
8041	PN 15"	
8042	GUM 17"	
8043	PN 13"	
8044	PN 15"	
8054	MAP 14"	
8055	PN 13"	
8056	GUM 15"	
8057	GUM 13"	
8058	PN 15"	
8059	GUM 13"	
8060	PN 19"	
8061	CED 13"	
8062	PN 14"	
8063	PN 13"	
8064	PN 12"	
8065	PN 14"	
8069	PN 12"	
8070	PN 12"	
8071	PN 14"	
8072	GUM 14"	
8073	PN 15"	
8074	PN 13"	
8075	PN 15"	
8076	PN 14"	
8077	GUM 13"	
8078	PN 13"	
8079	PN 12"	
8080	PN 13"	
8085	PN 16"	
8086	PN 12"	
8087	PN 13"	
8088	PN 12"	
8089	PN 21"	
8090	PN 16"	
8091	PN 15"	
8092	GUM 18"	
8093	PN 15"	
8094	PN 17"	
8095	PN 17"	
8096	PN 17"	
8097	PN 14"	
8098	PN 13"	
8099	OAK 12"	
8100	GUM 22"	
8101	PN 15"	
8102	GUM 13"	
8103	PN 13"	
8104	PN 20"	
8105	PN 13"	
8106	OAK 16"	
8107	GUM 21"	
8108	GUM 14"	
8109	OAK 13"	
8110	PN 18"	
8111	PN 14"	
8112	PN 13"	
8113	PN 14"	
8114	PN 13"	
8115	PN 15"	
8116	PN 19"	
8117	PN 13X2"	
8118	PN 21"	
8119	OAK 14"	
8120	PN 19"	
8121	PN 20"	
8122	PN 15"	
8123	OAK 22"	
8124	PN 14"	
8125	PN 17"	
8126	PN 17"	

TREES TO REMAIN		
Tree #	Species & DBH	
8000	ELM 28"	
8001	ELM 14"	
8004	HIC 15"	
8005	GUM 19"	
8006	OAK 15"	
8007	GUM 23"	
8010	GUM 19"	
8011	ELM 13"	
8012	ELM 13"	
8013	GUM 14"	
8014	GUM 14"	
8017	OAK 15"	
8018	OAK 17"	
8019	OAK 19"	
8020	OAK 15"	
8021	OAK 15"	
8022	OAK 22"	
8023	OAK 14"	
8024	CED 17"	
8025	OAK 21"	
8026	BLM 19X2"	
8027	OAK 14"	
8028	CED 14"	
8036	PN 13"	
8037	OAK 14"	
8038	OAK 14"	
8039	PN 13"	
8045	OAK 14"	
8046	OAK 18"	
8047	PN 14"	
8048	PN 13"	
8049	GUM 13X2"	
8050	GUM 14"	
8051	GUM 13"	
8052	PN 18"	
8053	OAK 13"	
8066	PN 13"	
8067	ASH 18"	
8068	PN 14"	
8081	PN 14"	
8082	PN 13"	
8083	PN 15"	
8084	PN 14"	

TREE SAVE SUMMARY	
EXISTING HERITAGE TREES:	0 TREES
EXISTING SPECIMEN TREES ON-SITE:	124 UNDERSTORY 127 TOTAL
30% SPECIMEN TREES REQUIRED TO BE SAVED:	39 TREES
PROPOSED SPECIMEN TREES TO BE SAVED:	43 TREES

LEGEND	
	TREE TO REMAIN
	TREE TO BE REMOVED

MERANCAS FIRE TRAINING FACILITY

11700 OLD VERHOEFF DR.
HUNTERSVILLE, NC
28078

DESIGNER

CLARK NEXSEN

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704 377-8800



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PROFESSIONAL SEAL

SUBMITTAL

11/05/2024

REZONING PLAN

REVISIONS

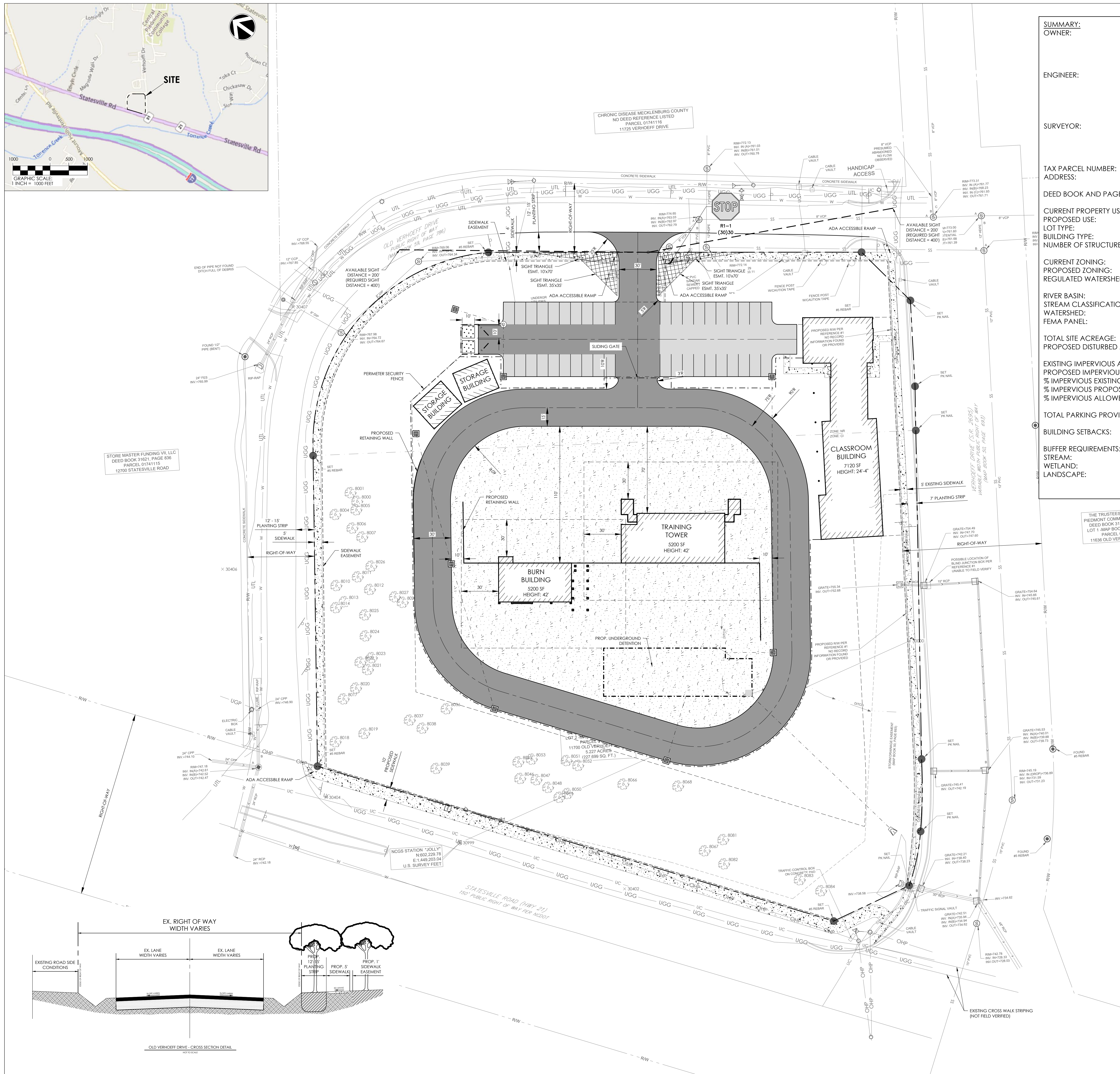
SHEET

TREE SAVE PLAN & DEMO PLAN

EX3.0

DESIGN AE
DRAWING AE
REVIEW NH

CN 10179



SUMMARY:	CENTRAL PIEDMONT COMMUNITY COLLEGE
OWNER:	PO BOX 35009 CHARLOTTE, NC 28235
ENGINEER:	THOMAS & HUTTON JEFFERY I. SMITH, PE 1020 EUCLID AVENUE CHARLOTTE, NC 28203 980-201-5511
SURVEYOR:	THE SURVEY COMPANY, INC. 4105-B STUART ANDREW BLVD. CHARLOTTE, NC 28217 704-561-9970
TAX PARCEL NUMBER:	017-204-01
ADDRESS:	11700 OLD VERHOEFF DRIVE HUNTERSVILLE, NC 28078
DEED BOOK AND PAGE:	31797, PG. 708
CURRENT PROPERTY USE:	VACANT
PROPOSED USE:	VOCATIONAL AND TECHNICAL SCHOOL
LOT TYPE:	URBAN WORKPLACE
BUILDING TYPE:	URBAN WORKPLACE
NUMBER OF STRUCTURES:	5
CURRENT ZONING:	NR/CI
PROPOSED ZONING:	SPECIAL PURPOSE CONDITIONAL DISTRICT
REGULATED WATERSHED DISTRICT:	PA-2 MTN ISLAND LAKE
RIVER BASIN:	CATAWBA
STREAM CLASSIFICATION:	WS-IV
WATERSHED:	MTN ISLAND LAKE WATERSHED PA-2
FEMA PANEL:	3710464000K
TOTAL SITE ACREAGE:	± 5.23 A.C.
PROPOSED DISTURBED AREA:	± 5.23 A.C.
EXISTING IMPERVIOUS AREA:	± 0.00 A.C.
PROPOSED IMPERVIOUS AREA:	± 2.66 A.C.
% IMPERVIOUS EXISTING:	100%
% IMPERVIOUS PROPOSED:	51%
% IMPERVIOUS ALLOWED:	70%
TOTAL PARKING PROVIDED:	40 SPACES
BUILDING SETBACKS:	0 - 15' (15' PROVIDED)
BUFFER REQUIREMENTS:	
STREAM:	N/A
WETLAND:	N/A
LANDSCAPE:	80' ABUTTING STREET ROW AND PROPERTY LINES

LEGEND:

	LIGHT DUTY ASPHALT PAVING
	HEAVY DUTY ASPHALT PAVING
	CONCRETE WALKS AND PLAZA
	HEAVY DUTY CONCRETE PAVING
	WETLANDS
	SAND MEDIA LIMITS
	RIP RAP

Central Piedmont Community College

**MERANCAS FIRE
TRAINING FACILITY**

11700 OLD VERHOEFF DR.
HUNTERSVILLE, NC
28078

DESIGNE



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CHARLOTTE, NORTH CAROLINA 28204
704-377-8800



NC#F-0871
1020 Euclid Avenue
Charlotte, NC 28203

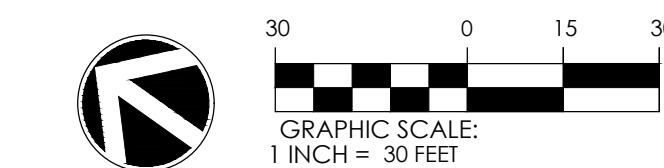
www.thomasandhutton.com

PROFESSIONAL SEAL

SUBMITTAL

REZONING
PLAN

REVISIONS



SHEET

SITE PLAN

C1.0

DESIGN: AE
DRAWN: AE
REVIEW: NH

CN 10179

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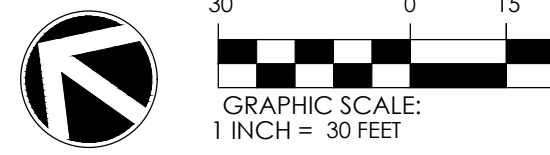
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9/26/2024

REZONING
PLAN

REVISIONS



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PAVING, GRADING, &
DRAINAGE

C2.0

DESIGN AE
DRAWN AE
REVIEW NH

CN 10179

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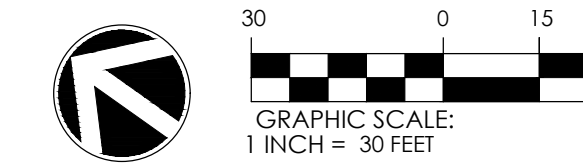
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SUBMITTAL

9/26/2024

REZONING
PLAN

REVISIONS



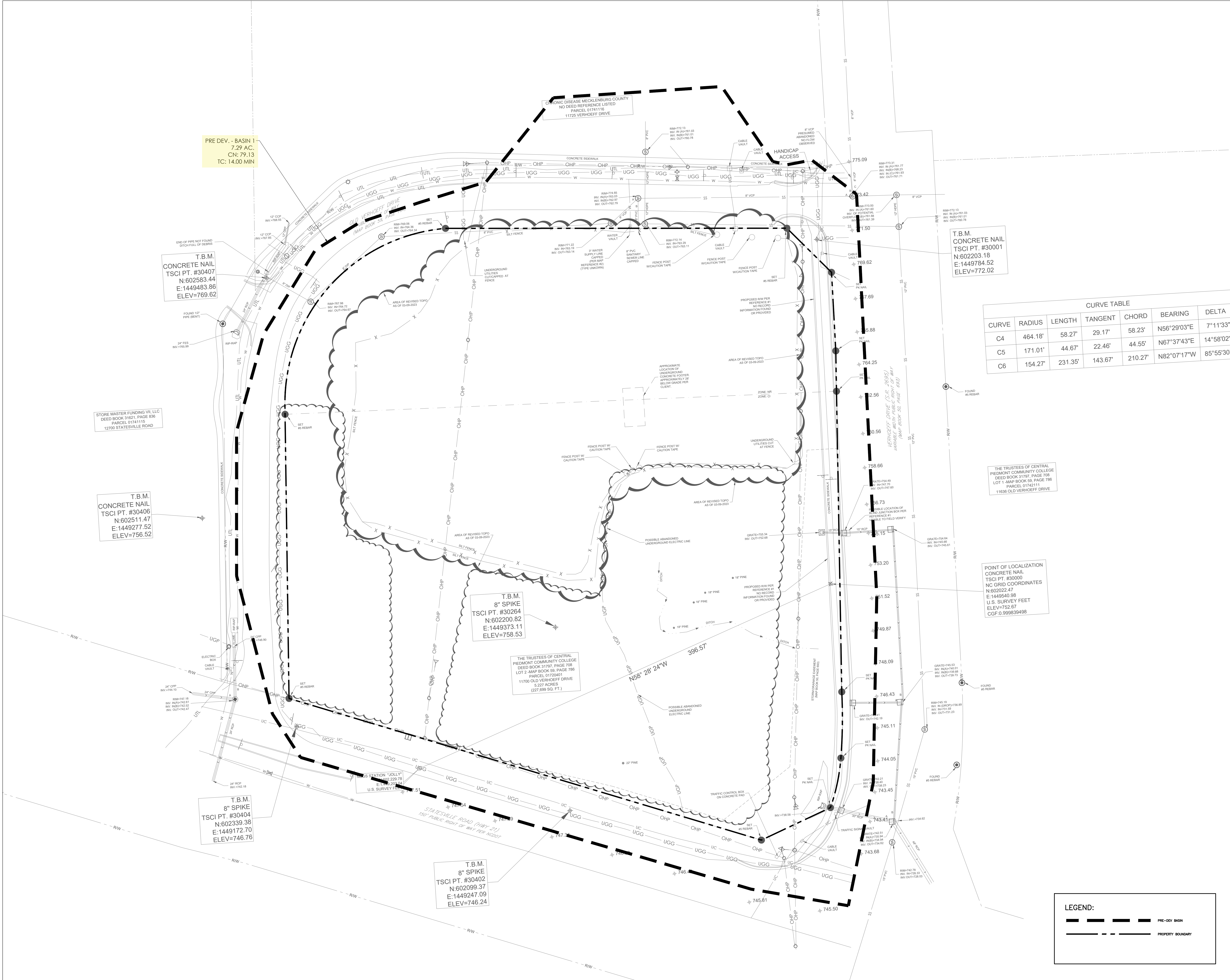
SHEET

PRE DEVELOPMENT
DRAINAGE AREA

C3.0

DESIGN AE
DRAWN AE
REVIEW NH

CN 10179



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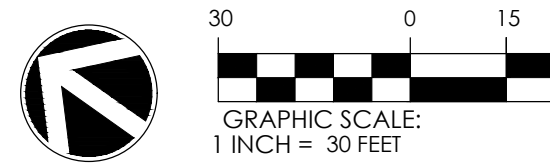
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SUBMITTAL

9/26/2024

REZONING
PLAN

REVISIONS



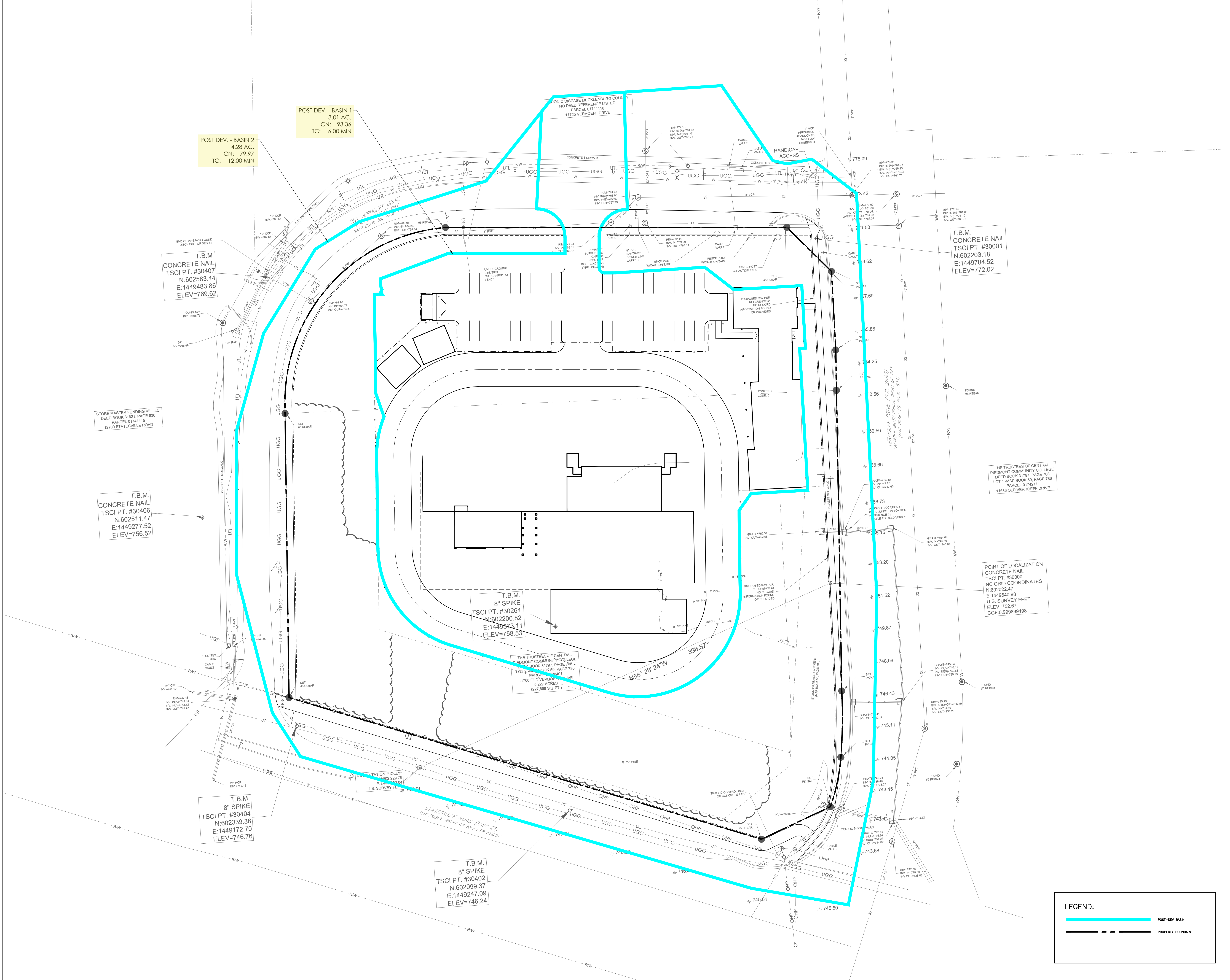
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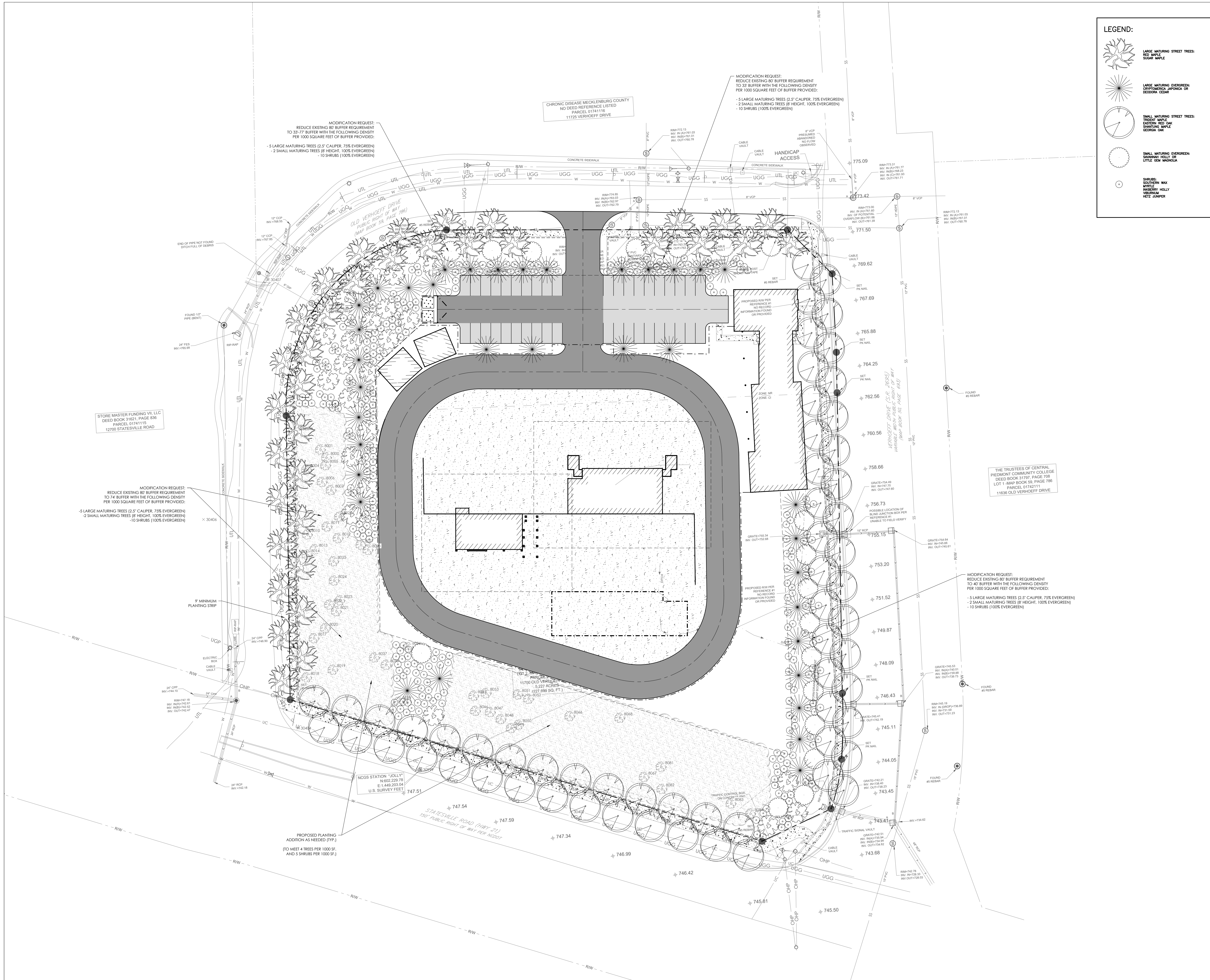
POST DEVELOPMENT
DRAINAGE AREAS

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DESIGN AE
DRAWN AE
REVIEW NH

CN 10179

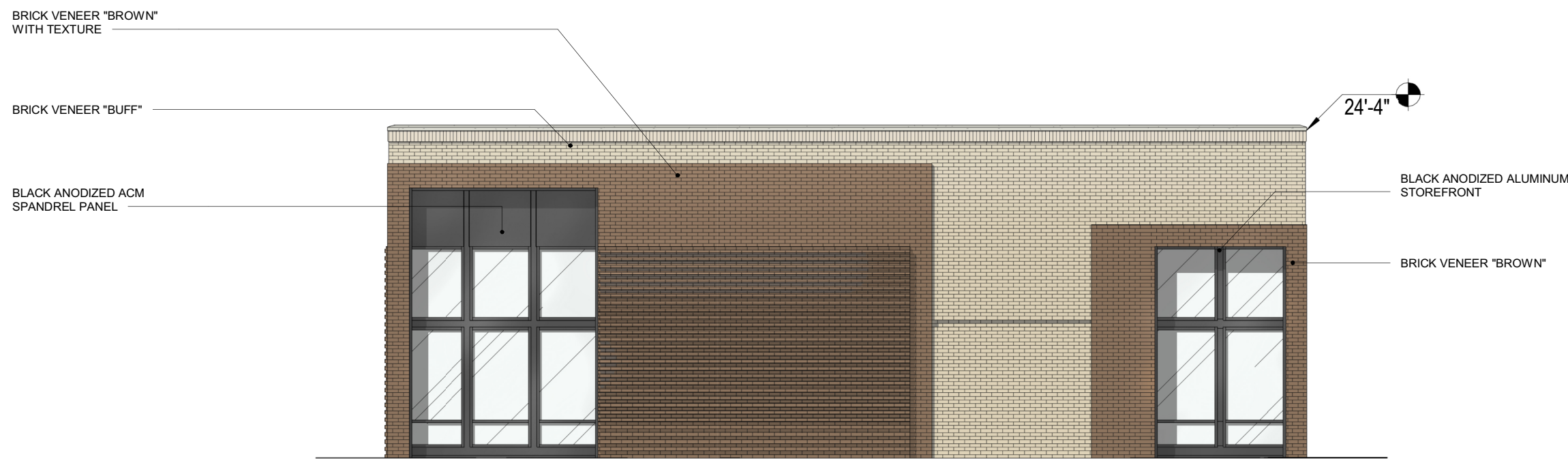




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9960



3 COLORED FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 ELEVATION AT OLD VERHOEFF DRIVE
SCALE: 1/8" = 1'-0"



1 ELEVATION AT VERHOEFF DRIVE
SCALE: 1/8" = 1'-0"

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SUBMITTAL

11/26/2024

REZONING PLAN

REVISIONS

SHEET

CLASSROOM BUILDING
PRELIMINARY ELEVATIONS

AE901

DESIGN: E.J.
DRAWN: E.J.
REVIEW: AMD

CN 10179

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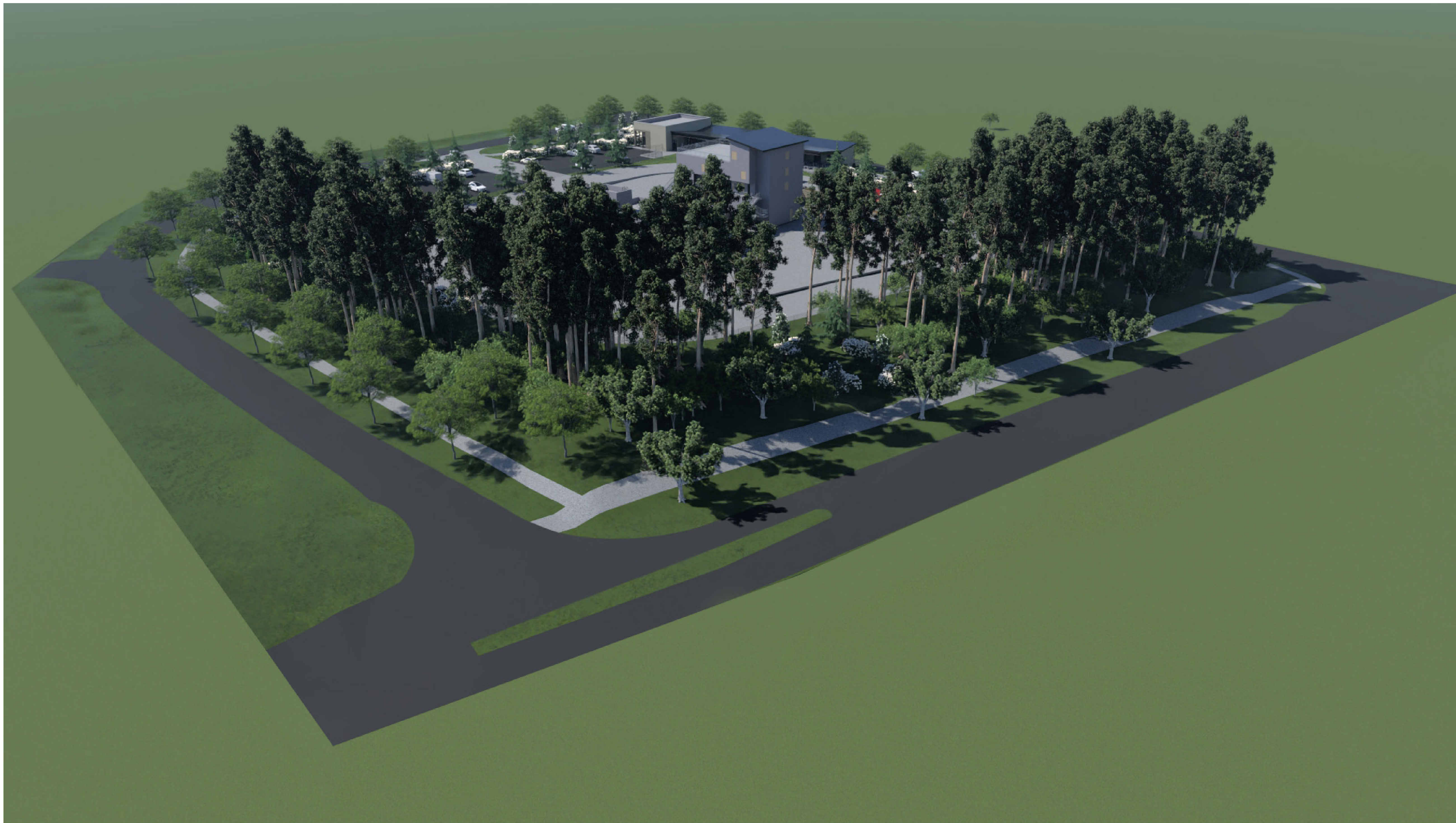
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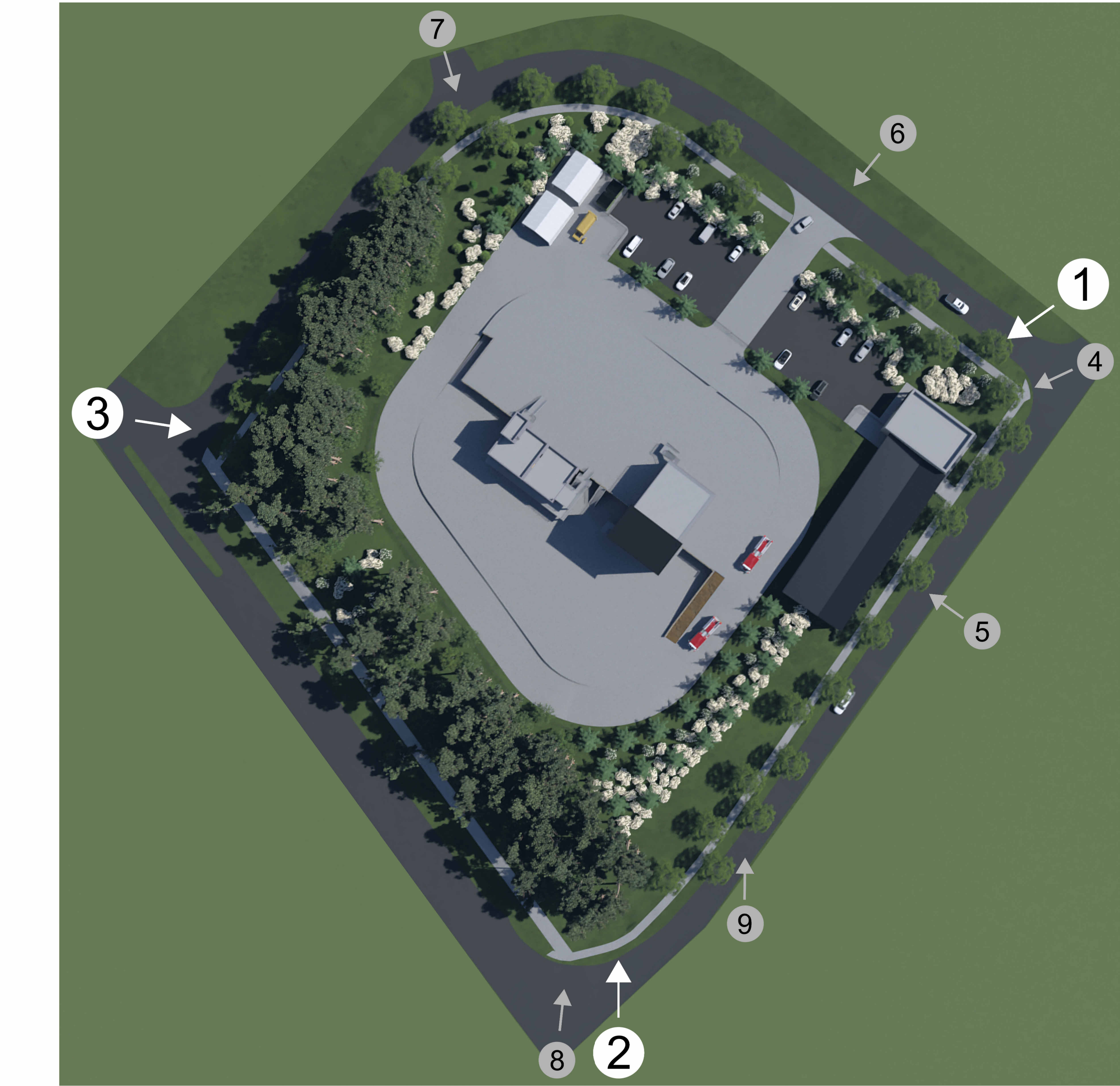
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6



3 3D AXON - OLD VERHOEFF DRIVE AND STATESVILLE ROAD

1 3D AXON - OLD VERHOEFF DRIVE AND VERHOEFF DRIVE



2 3D AXON - STATESVILLE ROAD AND VERHOEFF DRIVE

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SUBMITTAL

11/26/2024

REZONING PLAN

REVISIONS

SHEET

PRELIMINARY 3D VIEWS

AE902

DESIGN: EJ
DRAWN: EJ
REVIEW: AMD

CN 10179

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9

PERSPECTIVE VIEW - ENTRANCE AT VERHOEFF DRIVE



7

PERSPECTIVE VIEW - SITE VIEW FROM DAYCARE ENTRANCE



4

PERSPECTIVE VIEW - OLD VERHOEFF DRIVE AND VERHOEFF DRIVE



8

PERSPECTIVE VIEW - STATESVILLE ROAD AND VERHOEFF DRIVE



5

PERSPECTIVE VIEW - CLASSROOM BUILDING AT VERHOEFF DRIVE



9

PERSPECTIVE VIEW - NORTH ON VERHOEFF DRIVE



6

PERSPECTIVE VIEW - CAMPUS ENTRANCE

Central Piedmont Community College

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DESIGNER

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REZONING PLAN

REVISIONS

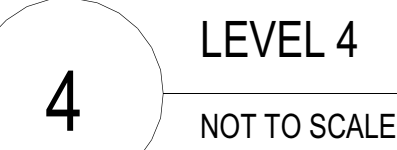
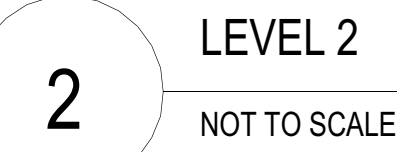
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PRELIMINARY 3D VIEWS

AE903

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REVIEW: AMD

CN 10179



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**MERANCAS FIRE
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11/26/2024
REZONING PLAN

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SHEET

COLD TOWER PLANS

AE905

DESIGN: EJ
DRAWN: EJ
REVIEW: AMD

CN 10179

Meeting Minutes



CLARK NEXSEN
1111 Metropolitan Ave, Suite 333
Charlotte, NC 28204
P: 704.377.8800
F: 704.358.1037

Project: CPCC Merancas Fire Training Facility

Date: 11/07/24 **Comm #:** 10179

Purpose: Community Meeting

Prepared By: Clark Nexsen

Attendees: See attached attendance log

Action Items: NONE

Assigned To: N/A

Representatives from Clark Nexsen, Thomas & Hutton, Central Piedmont Community College (CPCC), Town of Huntersville (Board of Commissioners & Planning Department), and local fire departments were present at the start of the meeting at 5:30. However, no members of the public were present.

At 5:40, when no members of the public had shown up, it was decided to start the prepared presentation.

- Matt Butler with Clark Nexsen began the presentation by reviewing the intent and scope of the project.
- Jeff Smith with Thoms & Hutton described the basic approach to the site plan design to address various buffer, setback, and stormwater requirements.
- Items presented:
 - Matt point out various pieces of the program, including the classroom building, training tower, and burn building. He clarified uses, heights, and intended fuels. Aesthetics of the project were also discussed.
 - Matt showed digitally rendered aerial and street views around the site. Discussed public views of the site and screening efforts.
 - Matt reviewed the basic operational intent of the site, including anticipated frequency of use.
 - Matt mentioned that there would occasionally be use of the facility during nights and weekends, and that these and all scheduled burns would be communicated to the community by CPCC and Town of Huntersville via website posting or social media blast.
 - Matt concluded the presentation with a video of a typical Class A fuel burn in a similar style burn building as is planned for the site.

The presentation concluded, and a discussion of the project began:

- Members of local fire departments explained that the video was a very good depiction of an average burn and amount of smoke that can be expected. It was explained that in general the fuel load is designed to produce the least amount of smoke as possible to complete the required training.
 - It was explained that the whole building is not burned at once, and typically only one room at a time is set with live fire.

Meeting Minutes



- It was explained that local fire departments are not given free rein to do burns whenever they want, and burns may only occur within very tightly regulated EPA and NFPA guidelines.
- Members of local fire departments brought up Mecklenburg County's policy on Ozone Action Days and mentioned that no Class A burns can be conducted on Red days, and sometimes not on orange days. The period of the year from late May until mid-September is typically all Red Ozone Action Days, and so it is unlikely Class A burns will be conducted during this timeframe.
 - It was explained that Ozone Action Days are determined mostly by humidity and temperature, which are deciding factors in how far smoke can carry.
 - The purpose of Ozone Action Days is to improve air quality.

The meeting was adjourned at 6:10. No members of the public were present during the meeting, however the architects remained until 6:20 pm. No members of the public were present at this time, and all parties left.

Community Meeting Attendance Log

Project Name:	CPCC Merancas Fire Training Facility
Location of Meeting:	Belk Center For Justice, 11920 Verhoeff Dr., Huntersville, NC 28078
Date:	11/7/2024
Time:	5:30pm

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

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

- | | | | |
|----|-------------------|----|--|
| 1 | Jessica Boyce | 26 | |
| 2 | Kent Reid | 27 | |
| 3 | Vicki Saville | 28 | |
| 4 | Wendy McSwain | 29 | |
| 5 | Heather Hill | 30 | |
| 6 | Jeff Smith | 31 | |
| 7 | Jim Debeli | 32 | |
| 8 | Nick Walsh | 33 | |
| 9 | Jesse Jones | 34 | |
| 10 | Sackie Hoffman | 35 | |
| 11 | Eric D. Earnhardt | 36 | |
| 12 | Brian Shumake | 37 | |
| 13 | Reginald Fincham | 38 | |
| 14 | Ryan Monteth | 39 | |
| 15 | TREVOR VANNUCCI | 40 | |
| 16 | MATT BUTLER | 41 | |
| 17 | | 42 | |
| 18 | | 43 | |
| 19 | | 44 | |
| 20 | | 45 | |
| 21 | | 46 | |
| 22 | | 47 | |
| 23 | | 48 | |
| 24 | | 49 | |
| 25 | | 50 | |



**Town Engineering Rezoning Comment Summary
R24-10 CPCC – Merancas Fire Training Facility (CSP-500039)
11700 Old Verhoeff Dr (PID 01720401)
Huntersville, NC 28078**

General Project Information

This proposed rezoning is located at the corner of Old Verhoeff Dr and Statesville Rd (US21) and consists of a new fire training facility with one proposed 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) Street tree locations are subject to change during the construction plan phase to meet requirements of the Town's Engineering Standards and Procedures Manual (ESAPM) and NCDOT Planting Guidelines. Several proposed street tree locations shown on the latest plan set are not meeting these requirements.
- 2) The hydrology analysis must be revised to accurately reflect the current existing condition of the site.
- 3) Storm Drain Easement (SDE) and Post-Construction Controls Easement (PCCE) must be shown on the rezoning plan per the ESAPM and Post-Construction Ordinance.



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: Public Hearing on Petition R24-07: Everette Keith Residential

EXPLAIN REQUEST:

Petition #R24-07 is a request by the property owners to rezone +/- 106 acres located east of the intersection of Hambright Road and Everette Keith Road (Parcels 01916129, 01916201, and 01916202) from Transitional Residential (TR) to Neighborhood Residential Conditional District (NR-CD). The purpose of the rezoning is to develop a single family detached and attached house development.

ACTION RECOMMENDED:

Conduct public hearing on Tuesday January 7, 2025 on R24-07, and continue it until February 4th, 2025.

FINANCIAL IMPLICATIONS:

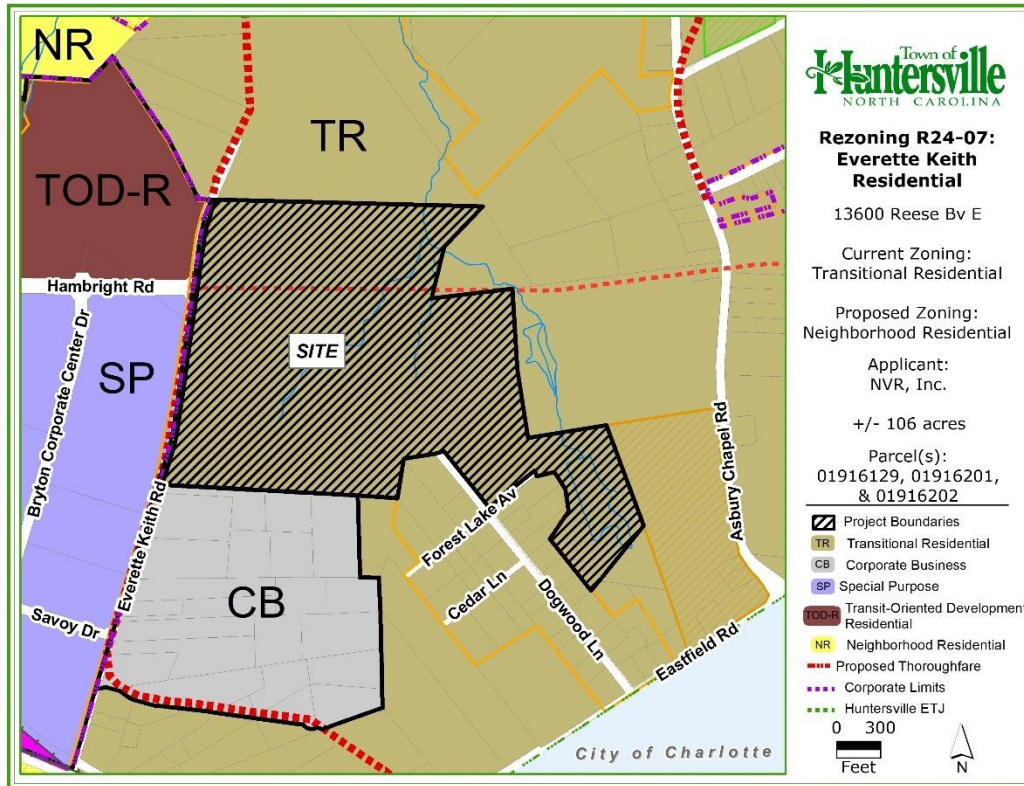
N/A

ATTACHMENTS:

1. R24-07 Everette Keith Res Staff Report - PH - 1 7 25
2. PLANS_4896 Everette Keith Sketch Plan (2024-08-01)
3. 4896_Everette Keith - TOH General Application Owner-Applicant Signature Addendum (1)
4. 4896_Everette Keith - TOH General Application
5. TIA Determination - Everette Keith Residential - 11-7-23
6. R24-07_Everette Keith Community Report
7. R24-07_Everette Keith Community Meeting Sign In Sheets

Petition R24-07 Everett Keith Residential

PART 1: PROJECT SUMMARY



Applicant: NVR, Inc – Scott Munday

Property Owner: Cloer Family Holdings, LLC, Anna Josey, Paul Edwin Cloer

Property Address: 11430 Dogwood Lane, 11618 Everett Keith Road

Project Size: (+/-) 106 acres

Parcel Numbers: 01916129, 01916201, 01916202

Current Zoning: Transitional Residential (TR)

Current Land Use: Vacant / Single Family Residential

Proposed Zoning: Neighborhood Residential Conditional District (NR-CD)

Proposed Land Use: Attached and Detached Residential Development

- Article 14.2.3 of the Huntersville Zoning Ordinance requires that draft Traffic Impact Analysis (TIA) be submitted to staff for review at least 30 days prior to the date of the public hearing. The applicants did not submit the TIA draft submitted by the deadline (December 7) required. Staff therefore recommends the public hearing be opened then continued to February 4, 2025, in order to give time for the TIA to be submitted, and then reviewed by staff prior to the public hearing.
- Purpose: Petition #R24-07 is a request by the property owners to rezone +/- 106 acres located east of the intersection of Hambricht Road and Everett Keith Road from Transitional Residential to Neighborhood Residential Conditional District. The purpose of the rezoning is to develop a single family detached and attached house subdivision.
- Adjoining Zoning and Land Uses.
 - North: Transitional Residential (TR) zoning, vested Land Clearing and Inert Debris (LCID) landfill, single family residential development.
 - South: Corporate Business (CB) zoning, flex commercial space, manufacturing, warehousing and distribution facility under construction.
 - East: Transitional Residential (TR) zoning, Dogwood Lane single family residential neighborhood.
 - West: Special Purpose (SP) and Transit Oriented Development (TOD) Bryton Development. Flex commercial space for warehousing and distribution, and multi-family residential respectively.

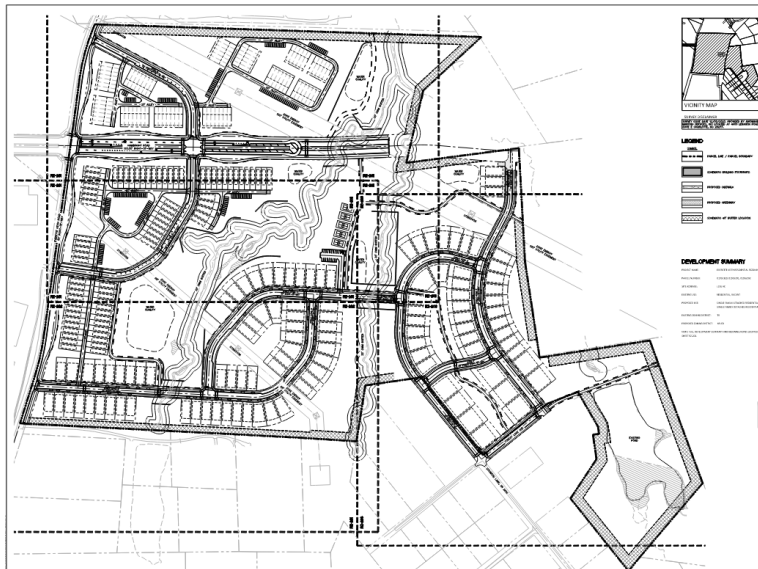
4. A neighborhood meeting was held on December 2, 2024. The invitation list, invitation, attendance list, and summary of the meeting are included in the agenda packet for review. Several adjacent property owners attended the meeting and expressed concerns about the connection of the new development to Dogwood Lane and the effects it could have on the existing neighborhood.
5. Planning staff certifies that 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 Dogwood Lane in front of the property.

PART 2: REZONING/SITE PLAN

Site Plan Description

- The applicant is proposing to develop a residential subdivision with a total of 263 lots with a density of about 2.48 units per acre total. There are four different lot/home types proposed. The breakdown of the lots are as follows:
 - 76 attached townhome units located north of Hambright Road.
 - 78 “cottage” detached units (on 27 foot wide lots) located south of Hambright Road.
 - 100 detached units (on 50.01 foot wide lots) toward the southern and eastern portion of the development.
 - 9 larger lot detached units (on 100 foot wide lots) adjacent to the existing Dogwood Lane neighborhood.
- The townhomes and cottage detached units would be rear alley access. These would meet their frontage requirements by fronting on existing streets and proposed urban open spaces as permitted by Article 8.1.4.
- The development would connect to and extend the existing Dogwood Lane that ends at the subject tract as required by Article 5.1.2 of Huntersville Zoning Ordinance and Article 6.200 B 3 and 4 of the Subdivision Ordinance. The applicant is working with NCDOT to discuss what upgrades to Dogwood Lane would be required for the connection.
- The applicants are proposing to build a portion of Hambright Road (a Major Thoroughfare) through the entirety of the subject parcel although only the portion that is needed for access is required to be built.
- The tracts proposed for development include infrastructure challenges including multiple streams, steep topography, and a Duke Power right of way.

Rezoning Plan:



Rezoning Issues:

- ****The applicant's first submittal to staff had many unresolved issues that they are still working on. The submittal has not yet been updated therefore the issues remain going into the public hearing. Staff will briefly summarize them here in the staff report with the expectation that many may be resolved with an updated submittal for the February 7 public hearing.**
- **Block Length:** Article 5.1 of the Huntersville Zoning Ordinance requires that block length (length of street between street intersections) not exceed 800 feet. Several of the street sections exceed this maximum and need redesign or modification requests.
- **Tree Save:** The tree survey proposed has several irregularities and lacks clarity. It is currently unknown whether the minimum tree save requirements are being met.
- **Open Space:** Article 7.1.4 requires that urban open space be designed per the typologies listed in the ordinance. It is unclear what open space design is being used for several spaces. Generally, staff does not currently recommend that the open space meets the requirements or intent of the zoning ordinance. The open spaces are not focal points of the neighborhood (7.11.1 d) or designed to be accessible for recreational use (7.11.1 b). Most of the open space other than the pickleball amenity is recessed behind other lots and/or has significant slopes making them difficult for use. The open space conceptual exhibit on sheet RZ-209 is of other locations and staff recommends would be difficult to apply to this development's open space as currently planned.
- **Buffers:** Article 7.5.8 of the Zoning Ordinance requires that buffers be undisturbed. The required buffers along the residential property lines are proposed to be disturbed in several areas therefore the applicants are requesting modifications through the rezoning process. Details concerning the scope of disturbance and replanting is requested.
- **Frontage Conditions:** Many of the alley accessed units would front the existing Everette Keith Road and the proposed Hambright Road extension. However, the grade of the frontage would be many feet above the street. This would create a functional separation of the homes from the public space and not be recommended. Additionally, many homes are proposed to front on an open space with a very deep storm water pond. This would also not be recommended.
- **Dogwood Neighborhood - Context Sensitive Design:** As mentioned above, the zoning and subdivision ordinance require connection to Dogwood Lane. To create a design sensitive to the established Dogwood Lane neighborhood, staff is recommending the applicant consider reducing densities to match the current neighborhood, install traffic calming design such as raised intersections, on street parking, bulb-outs, pedestrian crossings, etc. The current plan does not represent these additional methodologies currently.
- **Connectivity / Function:** Due to the steep terrain and streams through the site, some alleys terminate with no connection. How and where trash service will be able to service some of the units remains a question. Some alleys do not reach all of the units currently on the plan, and questions remain where HVAC units will be placed for the smaller units. Location of the USPS mail receptacles should also be shown.
- **Hambright Extension Alignment:** The applicants are proposing to build Hambright Extension through their property as mentioned above. However, in order to build it through the Duke Power right of way, the alignment must be slightly amended off the subject property. This will require a public process (through CRPTO) if the adjacent property owners affected do not sign approval of the shift. The applicants are working on next steps to accommodate the change in alignment.
- **Greenway:** There are two greenways running through the subject property. It is currently not clear how these greenways are being accommodated for.
- **Parking:** It is currently unclear how the applicants are meeting the required parking requirements of the ordinance. For the very narrow "cottage" detached lots, two-car driveways do not seem feasible and it's unclear if garages are proposed in the back. Additional parking may be needed.
- **Phasing Plan:** No phasing plan has been submitted. Staff recommends phasing of the site be generally shown at the sketch plan review process to ensure logical and sequential construction of infrastructure. This is also

recommended to coincide and match the phasing of any needed Traffic Impact Analysis improvements as needed.

- **Conditional Notes:** Staff will work with the applicant to update the conditional notes of the plan. Some notes imply significant changes to the plan can take place without going back before the Town Board, and without the consent of other property owners of the development.
- **Architectural Standards:** Staff has made comments on the conceptual elevations submitted and are requesting specific commitments on what part of the concepts would be firm conditions to the application. Staff has forwarded some elements recommended in the 2040 plan as ideas such as front porches, recessed garages, etc.

PART 3: TRANSPORTATION ISSUES

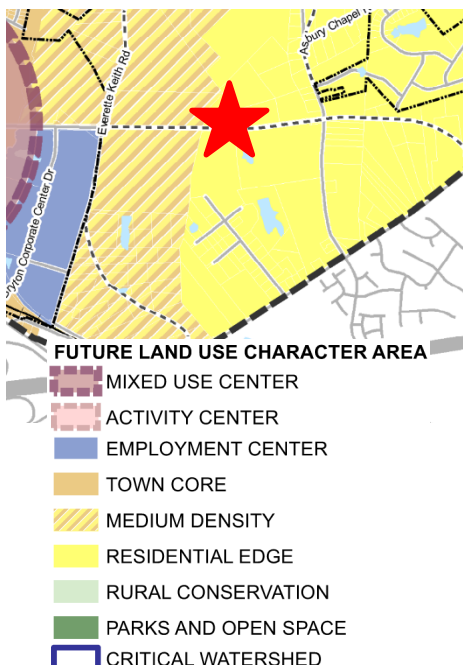
Traffic Impact Analysis (TIA)

- A Town TIA for the proposed project is required however the applicants have not submitted the draft TIA for review. Staff recommends the public hearing be continued until February 4th, 2025, so the TIA can be submitted and reviewed by staff.
- Please find the TIA Determination from Engineering attached in the agenda packet. This determination was for a previous version of the plan, but a TIA is still required for the modified updated design.

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 – “Medium Density and Residential Edge”



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.



Residential Edge

The Residential Edge character areas provide transition from higher-density areas to lower-density areas. New development has mostly single-family homes with some attached residential possible. Average densities are 1.5 unit/acre. Policies are included in the Plan that clarify open space requirements and priorities. Flexibility in lot sizes and housing types is possible with higher amounts of quality open space.

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

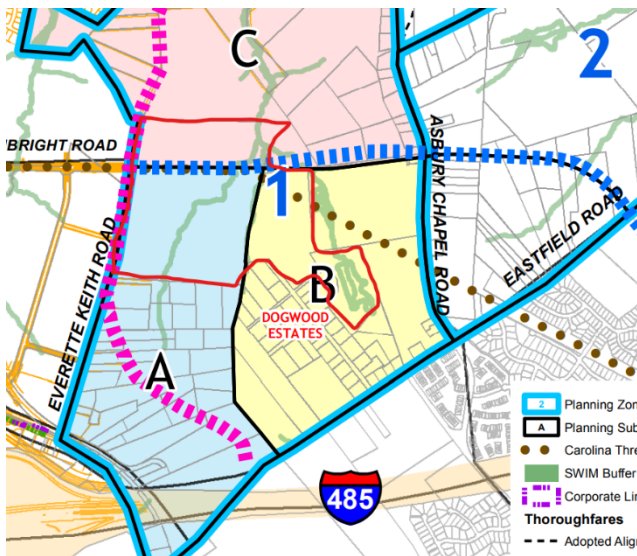
- **Policy LU 1.1:** Utilize the Future Land Use Map during development approval process to ensure compatibility with long range plans.
 - **STAFF COMMENT:** The properties proposed are located in the Medium Density and Residential Edge future land use character area. The Residential Edge character area recommends about 1.5 units per acre density and the Medium Density recommends roughly 1-3 units per acre. The proposed plan meets these density recommendations (est 2.5 units/acre). However please see the discussion below on the Eastfield Road Small Area Plan that gives more specific density recommendations for this area.
- **Policy LU 10:** Encourage a diversity of housing options.
 - **STAFF COMMENT:** The application includes varied housing types and lots including townhomes, detached cottage units (27-foot-wide lots), standard small lots (50-foot-wide lots) and larger lots (100 foot wide lots).
- **Policy LU 5:** Focus more intense development in locations that can support growth
 - **STAFF COMMENT:** The main entrances to the development would be on two different thoroughfares, Hambright Road and Everett Keith Drive. These roads have access to Old Statesville and Eastfield Road.
 - However, please see the discussion below regarding the Eastfield Road Small Area Plan and the recommended infrastructure for this area.

STAFF COMMENT – The 2040 Huntersville Community Plan **DOES NOT SUPPORT** this project through the following sections:

- **Policy LU-7:** Design principles that reinforce the vision of the Town.
 - **STAFF COMMENT:** In Huntersville the principle of requiring homes and development to front on public spaces has been a principle in the ordinance and local plans for many years. Frontage on public streets and functional open spaces increases walkability, connectivity, reduces traffic, and creates a neighborhood's sense of place and community. A significant portion of the development is proposed to front on open spaces. However, the open spaces proposed for the development generally are irregularly shaped, steeply sloped, encumbered by powerlines and storm water ponds, not connected through the development, and currently unimproved. Staff recommends significant relocation and re-design of the open spaces, including the ones serving as frontage for the units.
- **Policy LU 7.1:** Connectivity and short block length recommendations.
 - **STAFF COMMENT:** The current plan shows block lengths over the maximum 800 feet length required in the ordinance. Additionally, the alley only townhome section to the north has no pedestrian connection to the southern portion of the development.
- **Policy LU 8.2:** Achieve higher design standards through flexibility.
 - **STAFF COMMENT:** The applicants are asking for modifications and flexibility to the zoning ordinance for buffer disturbance and likely block length maximums. The applicants are proposing to build Hambright Road extension through their property an estimated 800 feet further than required for their plan which adds to the public good of the site. However, staff recommends the standard level of design be raised for tree save, connectivity, pedestrian access, walkability, urban open spaces, and/or other fundamental aspects of the site plan.
- **Policy LU-9:** Residential design principles
 - **STAFF COMMENT:** This policy recommends front porches and recessed garages for residential homes. These are not shown on the concepts submitted in the rezoning plan. The policy also recommends on street parking for lots less than 60 feet. On many of the streets there's only on street parking on one side of the street for the 50 foot lots. Additionally, lots less than 60 feet wide are encouraged to be rear alley accessed. The 50 foot wide lots are front loaded units.
- **Policy LU-11:** Protect Existing Housing Stock

- **STAFF COMMENT:** This policy recommends blending in with the existing adjacent neighborhoods to protect them from potential negative impacts of development. Massing, setback, and scale therefore should be similar to the Dogwood Neighborhood on that side of the development. Many of the lots in the Dogwood neighborhood have close to half acre lots (21,000 sqft / 150 feet wide). The proposed lots immediately adjacent to Dogwood Lane are maximum 12,000 sqft / 100 feet wide, with 50-foot-wide lots a block away. To blend better with the existing neighborhood, staff recommends larger lots in this area. See also the Eastfield Road Small Area Plan recommendations below.

Eastfield Road Small Area Plan



C North of Hambright Road, it is recommended that the current TR zoning designation be maintained, until such time as Hambright Road is extended to Eastfield Road. At that time, it may be appropriate to consider changes to existing zoning.

A East of Everett Keith Road and south of the proposed Hambright Road alignment, office, light industry & multifamily (apartments, townhomes and other attached for sale units), with limited commercial/retail to support the primary office & light industrial uses, are recommended. Multi-family uses would be an appropriate transition between the existing Dogwood Estates neighborhood & the more intensive proposed office/ industrial uses to the west.

B South of Hambright Road, continuation of the residential densities within the Dogwood Estates neighborhood (approximately 1 unit/acre) and east to Asbury Chapel Road are recommended. At such time as Hambright Road is extended, it may be appropriate to consider changes to existing zoning.

The Eastfield Road Small Area Plan **DOES** support the plan through the following sections:

- Land Use Recommendation – Planning Zone 1-A
 - **STAFF COMMENT:** This planning zone (in blue above) calls for a mixture of uses; commercial, industry, and residential. Further to the south of the proposed development, a rezoning was approved for flex space industrial that is currently under construction. The proposed residential in this application would therefore be consistent with the overall theme of providing a mixture of residential and commercial uses in the area.

The Eastfield Road Small Area Plan **DOES NOT** support the plan through the following sections:

- Land Use Recommendation – Planning Zone 1-C
 - **STAFF COMMENT:** This planning zone (in pink above) calls for the density of the area to remain until Hambright Road is extended to Eastfield Road. Therefore, increasing the intensity from Transitional Residential to Neighborhood Residential zoning as proposed, without extending Hambright Road to Eastfield Road would conflict with the Eastfield Road Small Area Plan.
- Land Use Recommendation – Planning Zone 1- B
 - **Staff Comment:** This planning zone (in yellow above) calls for the density to remain similar to the Dogwood Lane neighborhood (around one unit/acre) until such time that Hambright Road is extended to Eastfield Road. The establishment of 50-foot-wide lots and increasing the density to over one unit an acre on the eastern portion of the development would conflict with the Eastfield Road Small Area 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:

To the west of the subject property is the Bryton mixed use development that is approved generally as a Transit Oriented Development (TOD). Included in that development is multi-family residential, industrial, and commercial. Therefore, higher density residential development as proposed would not be out of character with the eastern border of the Bryton development, which is commercial/industrial use. In fact, the proposed development gradually lowering the intensity away from the intersection of Alexandriana and Old Statesville Road provides for a logical land use transition to lower intensity. However, to the east of the proposed development exists very low density residential as discussed above and in the Eastfield Road Small Area Plan. Staff recommends that the small lot development proposed adjacent to the existing neighborhood could blend in better with the existing development than currently shown. Larger lots, strategically placed open space, and amended street design could assist with that endeavor.

- 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 is required but has yet to be submitted for review.
- A willingness to serve letter from Charlotte Water has not been received for the proposed development. Notes on the plan show a potential off site connection to the Trails End subdivision to the north. However, no plans showing that connection have been received.
- 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 is open to the general intensification of portions of the site closest to Bryton with frontage and access immediately along existing throughfares. However, where the intensification is and how the development is designed staff recommends is currently in conflict with ordinance standards and long-range plans. In addition, staff continues to work with the applicant on finding elements of the plan that could go over and above the minimums of the ordinance, provide public good, and excellence in design as recommended in the Huntersville 2040 Plan. Therefore, staff does not recommend approval of the plan currently.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for January 7, 2025, and recommended to be continued to February 4, 2025.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board is scheduled for February 25th, 2025 (assuming public hearing is continued to February 4).

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for March 18th, 2025.

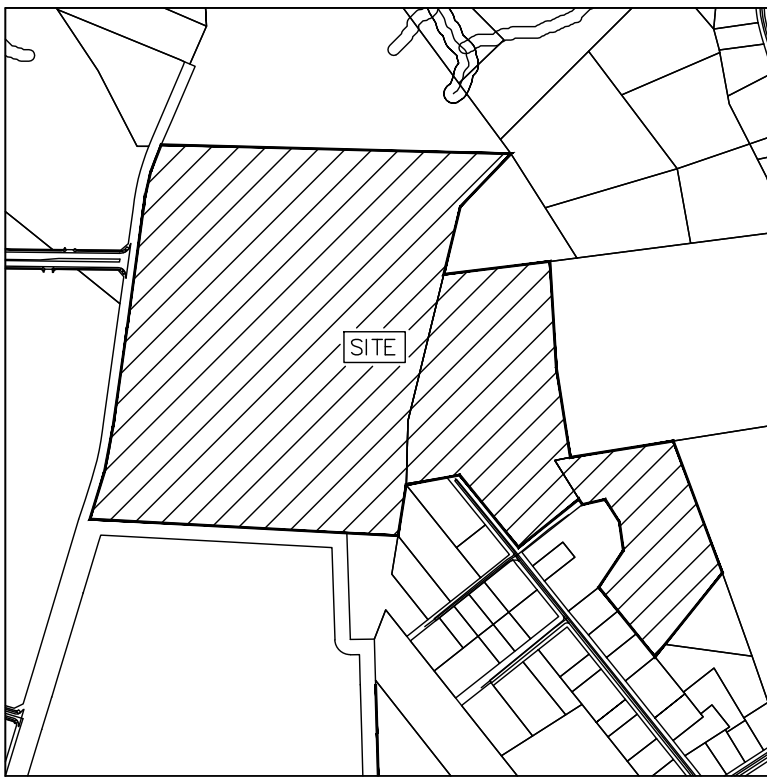
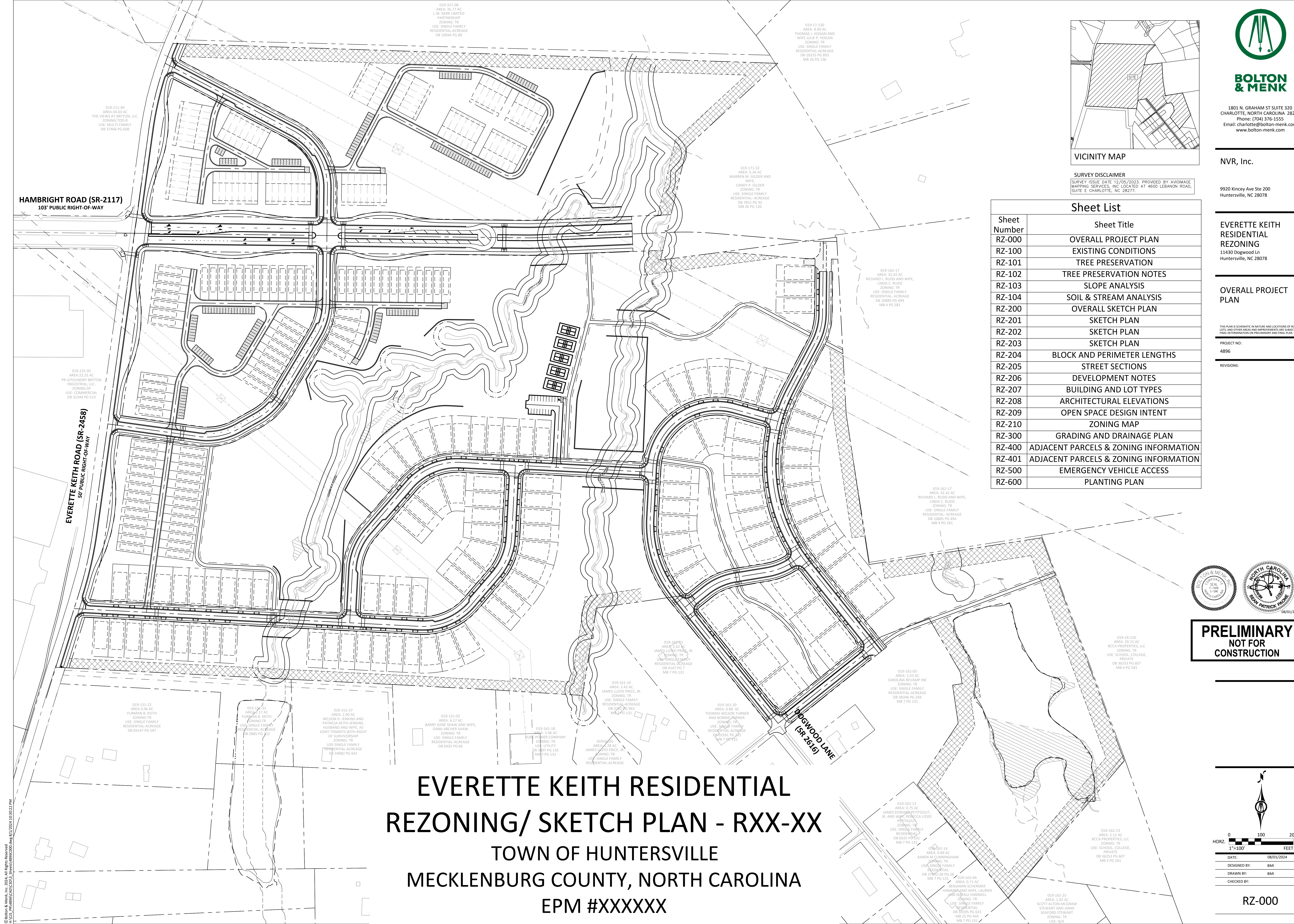
PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- Rezoning Application
- R24-07 Rezoning Plan
- Neighborhood Meeting Report
- Engineering Report (to be forwarded for the February 4th, 2025 meeting)
- TIA Determination

PART 10: CONSISTENCY STATEMENT – R24-07 Everett Keith Residential

Planning Department	Planning Board	Board of Commissioners
APPROVAL: N/A	APPROVAL: In considering the proposed rezoning application R24-07, Everett Keith Residential, 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 R24-07, Everett Keith Residential, 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: In considering the proposed rezoning application R24-07 Everett Keith Residential, staff recommends denial of the application as the plan is inconsistent with Policies LU 7, LU 7.1, LU 8.2, LU 9, and LU-11 of the Huntersville 2040 Plan, as well as the land use recommendations of the Eastfield Road Small Area Plan. It is not reasonable and in the public interest to approve the Rezoning Plan because the plan does not follow the land use recommendations of the Eastfield Road Small Area Plan, the design recommendations of the Huntersville 2040 Plan, and is not sensitive to the context of existing neighborhoods.	DENIAL: In considering the proposed rezoning application R24-07, Everett Keith Residential, 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 R24-07 Everett Keith Residential, 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>



VICINITY MAP

SURVEY DISCLAIMER
SURVEY ISSUE DATE: 12/05/2023. PROVIDED BY AVOIIMAGE
MAPPING SERVICES, INC. LOCATED AT 4600 LEBANON ROAD,
SUITE E CHARLOTTE, NC 28277.

Sheet Number	Sheet Title
RZ-000	OVERALL PROJECT PLAN
RZ-100	EXISTING CONDITIONS
RZ-101	TREE PRESERVATION
RZ-102	TREE PRESERVATION NOTES
RZ-103	SLOPE ANALYSIS
RZ-104	SOIL & STREAM ANALYSIS
RZ-200	OVERALL SKETCH PLAN
RZ-201	SKETCH PLAN
RZ-202	SKETCH PLAN
RZ-203	SKETCH PLAN
RZ-204	BLOCK AND PERIMETER LENGTHS
RZ-205	STREET SECTIONS
RZ-206	DEVELOPMENT NOTES
RZ-207	BUILDING AND LOT TYPES
RZ-208	ARCHITECTURAL ELEVATIONS
RZ-209	OPEN SPACE DESIGN INTENT
RZ-210	ZONING MAP
RZ-300	GRADING AND DRAINAGE PLAN
RZ-400	ADJACENT PARCELS & ZONING INFORMATION
RZ-401	ADJACENT PARCELS & ZONING INFORMATION
RZ-500	EMERGENCY VEHICLE ACCESS
RZ-600	PLANTING PLAN



**BOLTON
& MENK**

1801 N. GRAHAM ST SUITE 320
CHARLOTTE, NORTH CAROLINA 28206
Phone: (704) 376-1555
Email: charlotte@bolton-menk.com
www.bolton-menk.com

NVR, Inc.

9920 Kinsey Ave Ste 200
Huntersville, NC 28078

EVERETTE KEITH
RESIDENTIAL
REZONING
11430 Dogwood Ln
Huntersville, NC 28078

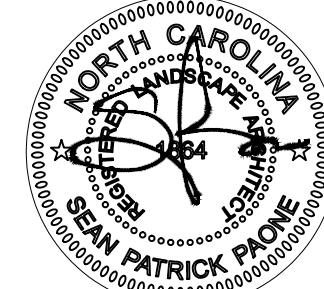
OVERALL PROJECT
PLAN

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS,
LOTS AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO
FINAL DETERMINATION ON PRELIMINARY AND FINAL PLANS.

PROJECT NO:

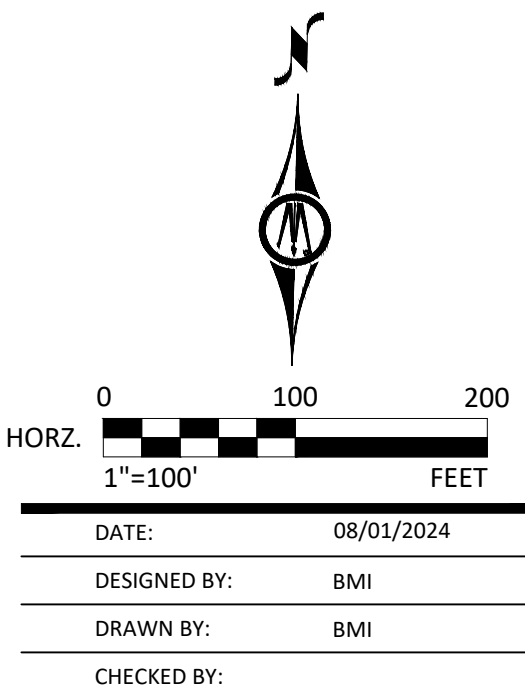
4896

REVISIONS:



08/01/2024

**PRELIMINARY
NOT FOR
CONSTRUCTION**



RZ-000



1801 N. GRAHAM ST SUITE 320
CHARLOTTE, NORTH CAROLINA 28206
Phone: (704) 376-1555
Email: charlotte@bolton-menk.com
www.bolton-menk.com

NVR, Inc.

920 Kincey Ave Ste 200
 Huntersville, NC 28078

EVERETTE KEITH
RESIDENTIAL
REZONING
1430 Dogwood Ln
Huntersville, NC 28078

EXISTING CONDITIONS

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS, UTILITY LINES, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
896

REVISIONS:

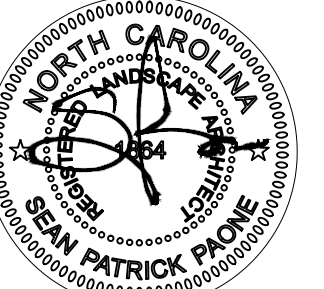
LEGEND

SYMBOL	
	LOCAL HIGH POINTS
	FLOW DIRECTION
	EXISTING TREE LINE
	ZONING BOUNDARY

DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	±106 AC
EXISTING USE:	RESIDENTIAL, VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL OPEN SPACES
EXISTING ZONING DISTRICT:	TR
PROPOSED ZONING DISTRICT:	NR-CD

NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.



01/2024

PRELIMINARY
NOT FOR
CONSTRUCTION



1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
3. ~~ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.~~
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.



DATE:	08/01/2024
DESIGNED BY:	BMI
DRAWN BY:	BMI
CHECKED BY:	

RZ-100

TREE ID#	SPECIES	DESCRIPTION	STATUS
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2	24" PINE	SPECIMEN	REMOVE
3	30" OAK	SPECIMEN	SAVE
4	24" OAK	SPECIMEN	REMOVE
5	30" SPLIT OAK	SPECIMEN	SAVE
6	24" PINE	SPECIMEN	SAVE
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TREE ID#	SPECIES	DESCRIPTION	STATUS
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TREE ID#	SPECIES	DESCRIPTION	STATUS
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276	24" OAK	SPECIMEN	REMOVE
277	24" OAK	SPECIMEN	REMOVE
278	30" OAK	SPECIMEN	REMOVE
279	24" OAK	SPECIMEN	REMOVE
280	24" OAK	SPECIMEN	REMOVE
281	24" OAK	SPECIMEN	REMOVE
282	24" OAK	SPECIMEN	REMOVE
283	24" OAK	SPECIMEN	REMOVE
284	24" OAK	SPECIMEN	REMOVE
285	24" OAK	SPECIMEN	REMOVE
286	24" OAK	SPECIMEN	REMOVE
287	24" OAK	SPECIMEN	REMOVE
288	24" OAK	SPECIMEN	REMOVE
289	24" OAK	SPECIMEN	REMOVE
290	24" OAK	SPECIMEN	REMOVE
291	30" OAK	SPECIMEN	REMOVE
292	24" OAK	SPECIMEN	REMOVE
293	24" OAK	SPECIMEN	REMOVE
294	30" OAK	SPECIMEN	REMOVE
295	24" OAK	SPECIMEN	REMOVE
297	24" OAK	SPECIMEN	REMOVE



SURVEY DISCLAIMER
SURVEY ISSUE DATE 12/05/2023. PROVIDED BY AVOIDIMAGE
MAPPING SERVICES, INC. LOCATED AT 4600 LEBANON ROAD,
SUITE E CHARLOTTE, NC 28277.



**BOLTON
& MENK**

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CHARLOTTE, NORTH CAROLINA 28206
Phone: (704) 376-1555
Email: charlotte@bolton-menk.com
www.bolton-menk.com

NVR, Inc.

9920 Kincey Ave Ste 200
Huntersville, NC 28078

**EVERETTE KEITH
RESIDENTIAL
REZONING**
11430 Dogwood Ln
Huntersville, NC 28078

**TREE PRESERVATION
NOTES**

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS,
UTILITIES, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO
FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
4896

REVISIONS:



**PRELIMINARY
NOT FOR
CONSTRUCTION**

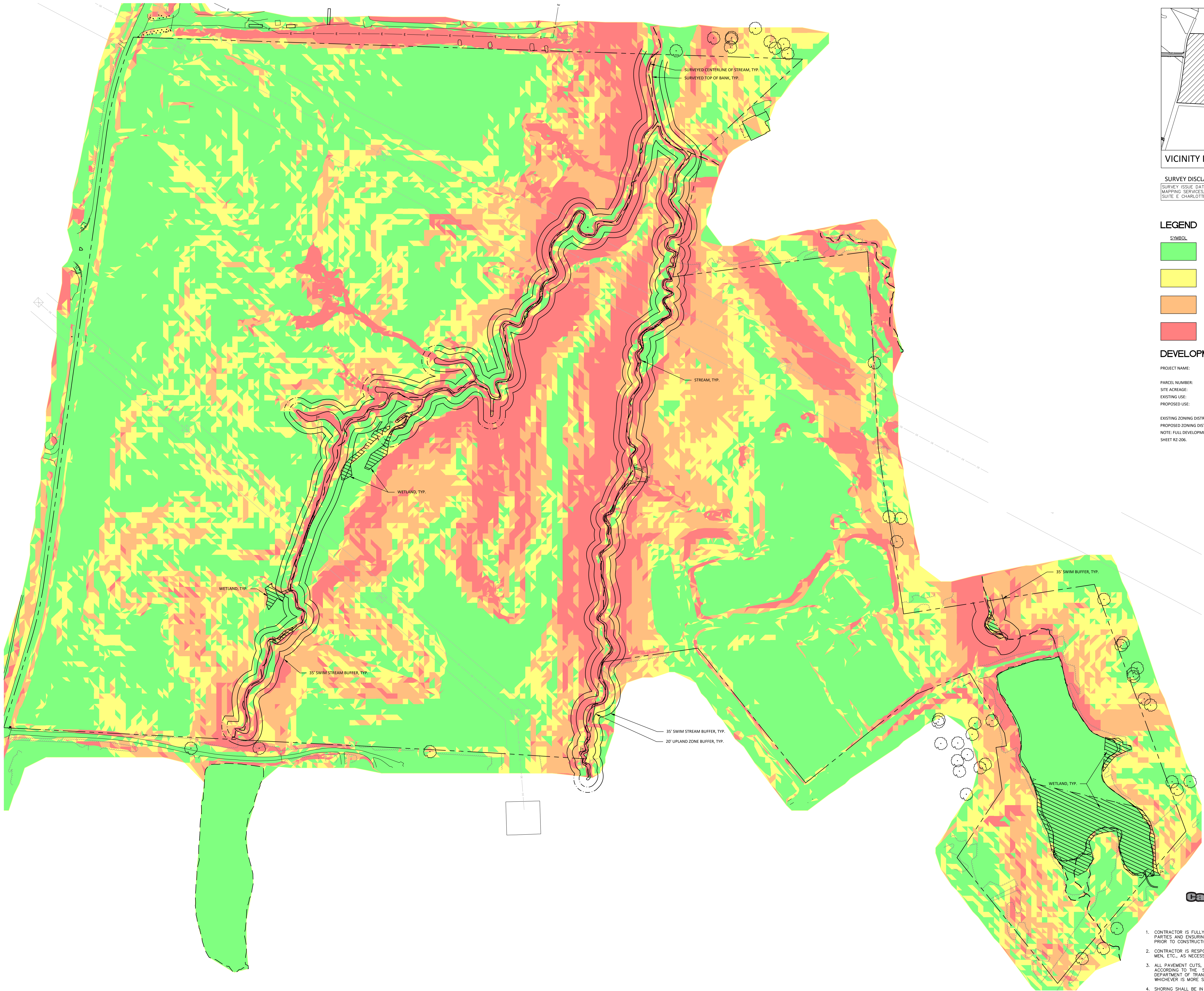


- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

DATE: 06/01/2024
DESIGNED BY: BMI
DRAWN BY: BMI
CHECKED BY:

RZ-102

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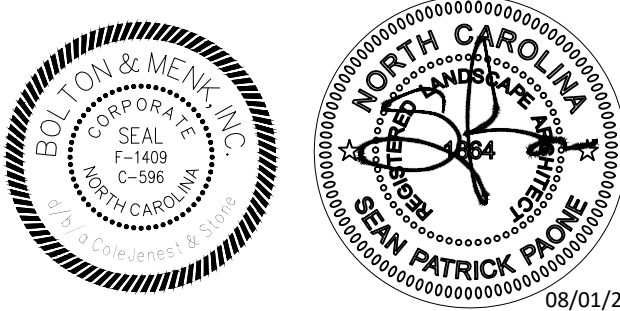
SURVEY DISCLAIMER
SURVEY ISSUE DATE: 12/05/2023. PROVIDED BY AVOIMAGE
MAPPING SERVICES, INC. LOCATED AT 4600 LEBANON ROAD,
SUITE E, CHARLOTTE, NC 28277.

LEGEND	
SYMBOL	
	SLOPES LESS THAN 10% - 61.60 AC
	SLOPES BETWEEN 10% - 15% - 25.40 AC
	SLOPES BETWEEN 15% - 25% - 24.30 AC
	SLOPES GREATER THAN 25% - 20.10 AC

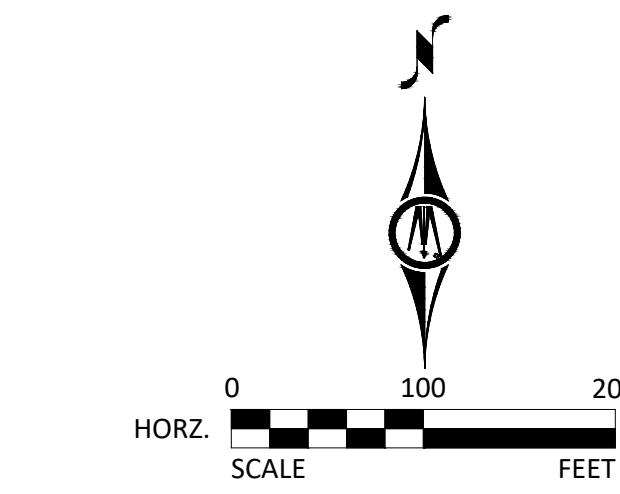
DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	1106 AC
EXISTING USE:	RESIDENTIAL, VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT:	TR
PROPOSED ZONING DISTRICT:	NR-CD

NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.



**PRELIMINARY
NOT FOR
CONSTRUCTION**



- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

RZ-103



**BOLTON
& MENK**

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Phone: (704) 376-1555
Email: charlotte@bolton-menk.com
www.bolton-menk.com

NVR, Inc.

9920 Kinney Ave Ste 200
Huntersville, NC 28078

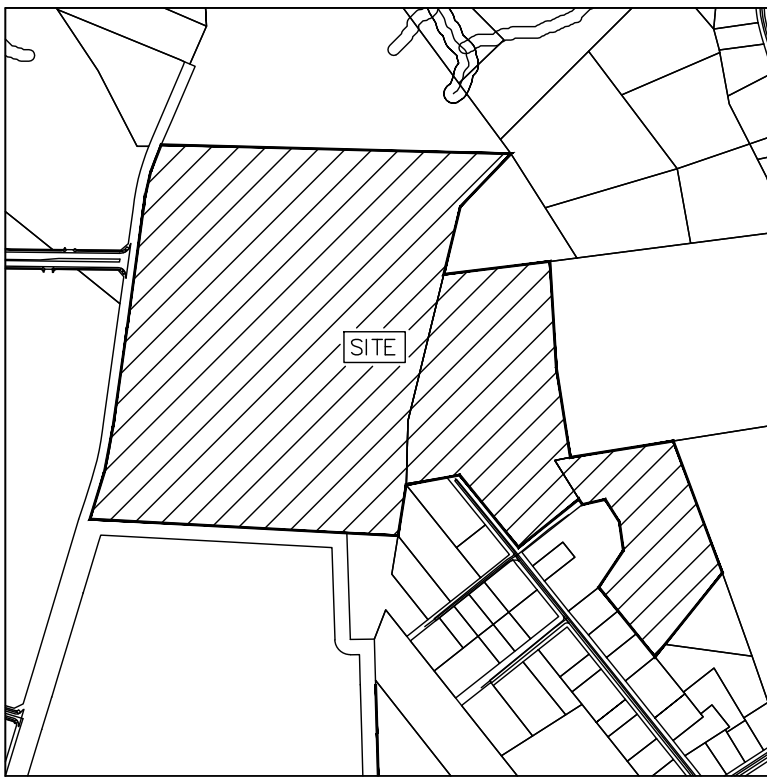
**EVERETTE KEITH
RESIDENTIAL
REZONING**
11430 Dogwood Ln
Huntersville, NC 28078

SLOPE ANALYSIS

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS,
LOTS, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO
FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
4896

REVISIONS:



SURVEY DISCLAIMER
SURVEY ISSUE DATE: 12/05/2023. PROVIDED BY AVOIMAGE
MAPPING SERVICES, INC. LOCATED AT 4600 LEBANON ROAD,
SUITE E, CHARLOTTE, NC 28227.

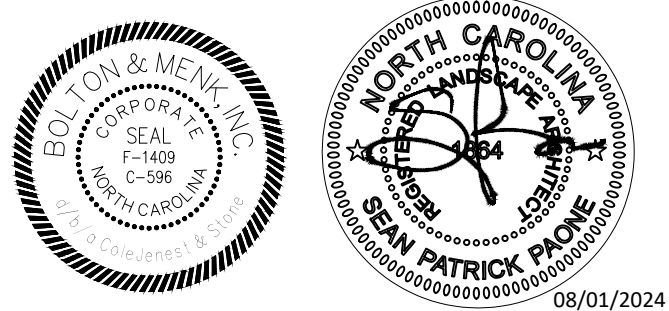
LEGEND

SYMBOL	
	ZONING BOUNDARY
	HYDROLOGIC SOILS GROUP "B"
	HYDROLOGIC SOILS GROUP "C"
	HYDROLOGIC SOILS GROUP "D"

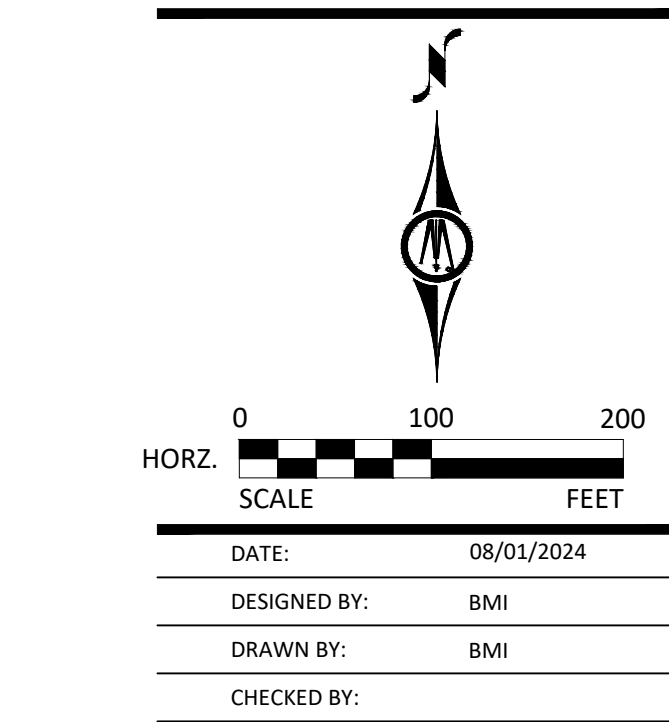
CeB2 - CECIL SANDY CLAY LOAM, 2-8% SLOPES (B)
CeD2 - CECIL SANDY CLAY LOAM, 8-15% SLOPES (B)
PaE - PACOLET SANDY LOAM, 15-25% SLOPES (B)
VaD - VANCE SANDY LOAM, 8-15% SLOPES (C)
HeB - HELENA SANDY LOAM, 2-8% SLOPES (D)
MO - MONACAN LOAM, 0-2% SLOPES (B/D)
SUMMARY:
HYDROLOGIC SOIL GROUP B: 98.49 AC (93%)
HYDROLOGIC SOIL GROUP C: 2.60 AC (2%)
HYDROLOGIC SOIL GROUP D: 3.85 AC (4%)

DEVELOPMENT SUMMARY

PROJECT NAME: EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER: 01916129, 01916201, 01916202
SITE ACREAGE: ±106 AC
EXISTING USE: RESIDENTIAL, VACANT
PROPOSED USE: SINGLE FAMILY ATTACHED RESIDENTIAL
SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT: TR
PROPOSED ZONING DISTRICT: NR-CD
NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.



**PRELIMINARY
NOT FOR
CONSTRUCTION**



RZ-104



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NVR, Inc.

9920 Kincey Ave Ste 200
Huntersville, NC 28078

**EVERETTE KEITH
RESIDENTIAL
REZONING**
11430 Dogwood Ln
Huntersville, NC 28078

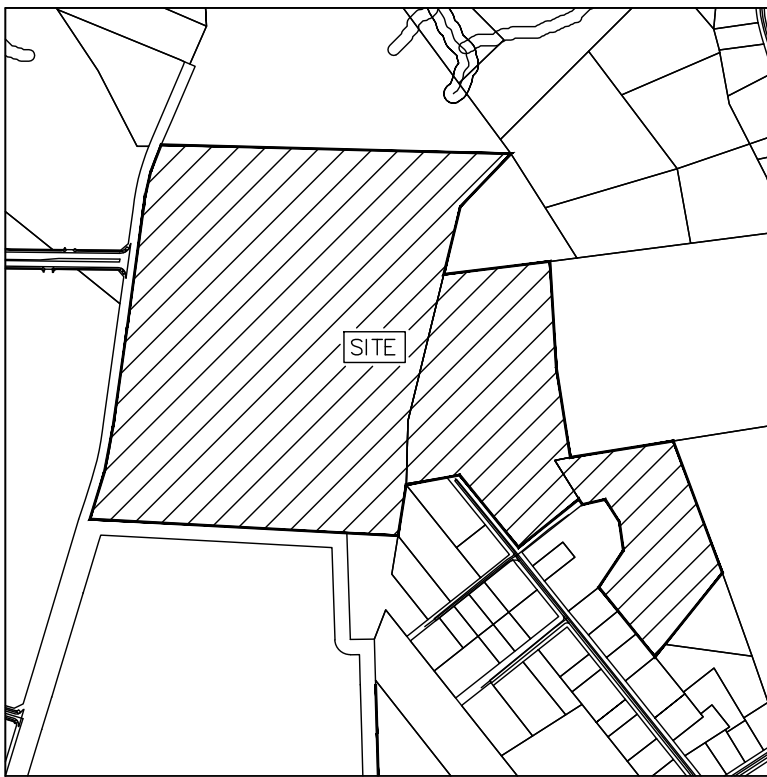
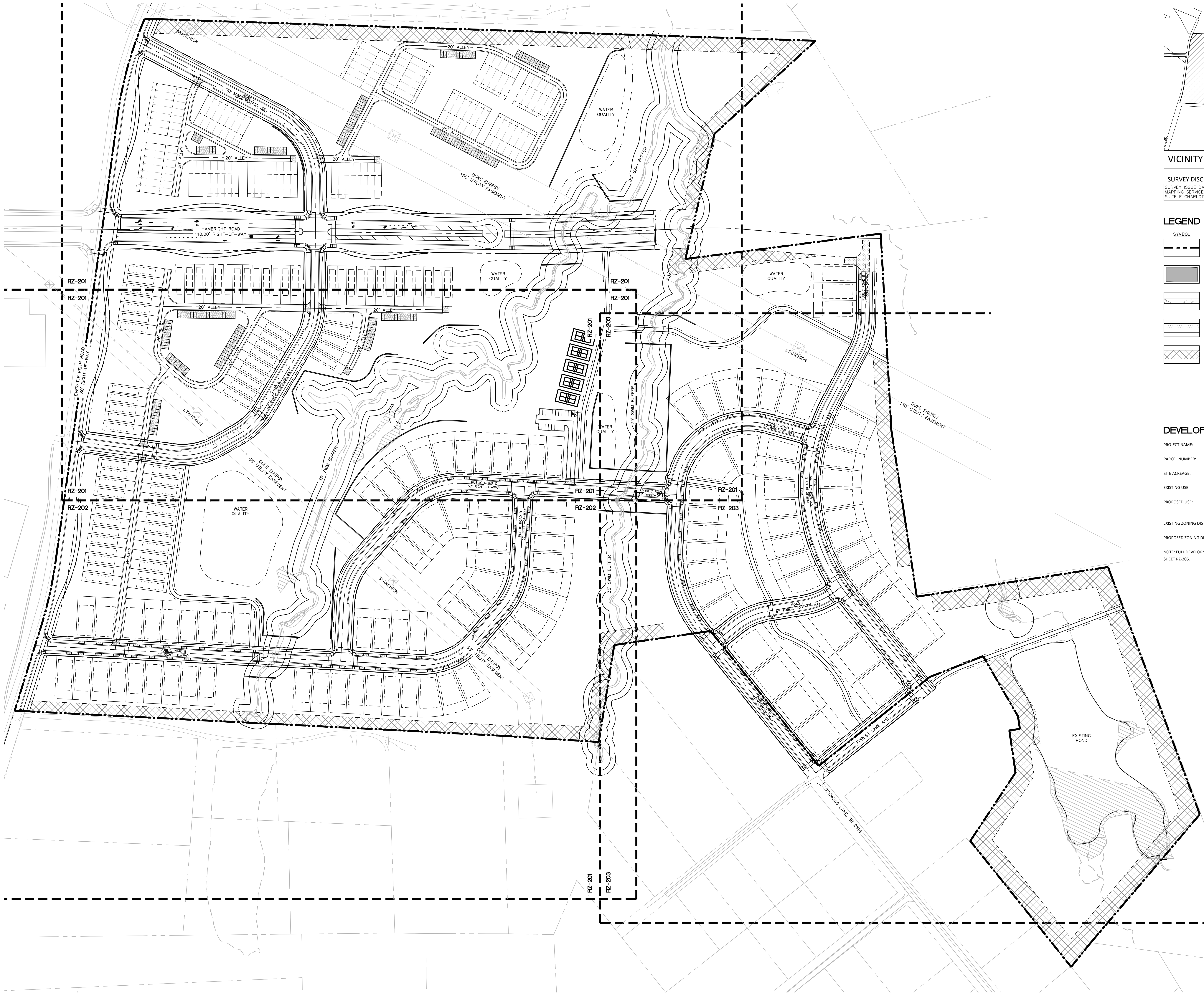
**SOIL & STREAM
ANALYSIS**

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS,
LOTS, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO
FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
4896

REVISIONS:

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PLS: 19-04890 (001) 2013_Sheets/08/01/2024 07:26:46 PM



VICINITY MAP

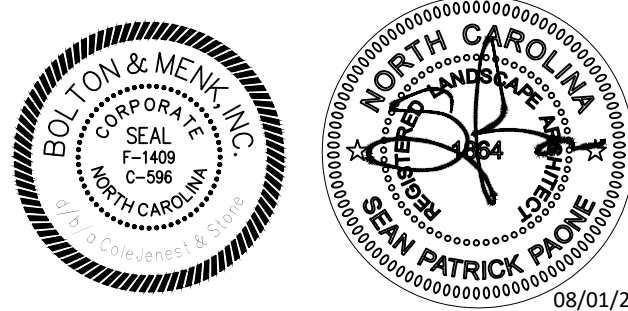
SURVEY DISCLAIMER
SURVEY ISSUE DATE: 12/05/2023. PROVIDED BY AVOIMAGE
MAPPING SERVICES, INC. LOCATED AT 4600 LEBANON ROAD,
SUITE E CHARLOTTE, NC 28277.

LEGEND

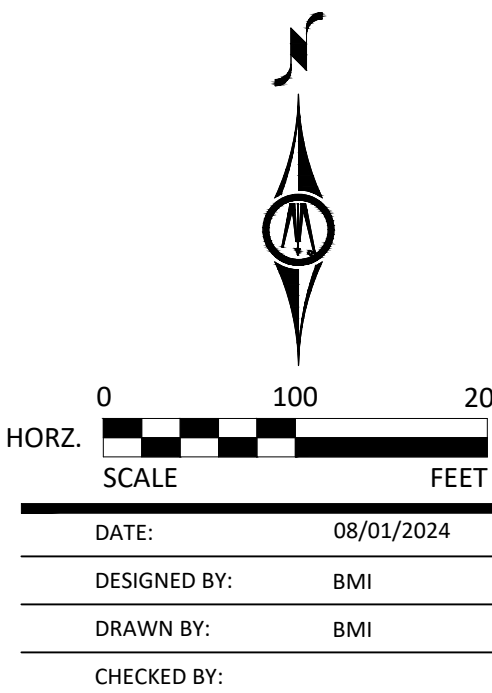
SYMBOL	
	PARCEL LINE / PARCEL BOUNDARY
	SCHEMATIC BUILDING FOOTPRINTS
	PROPOSED SIDEWALK
	PROPOSED GREENWAY
	SCHEMATIC 40' BUFFER LOCATION

DEVELOPMENT SUMMARY

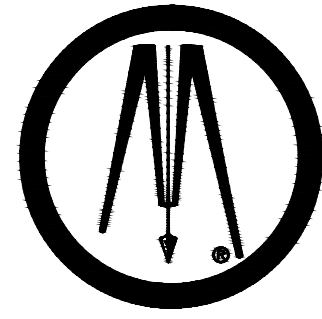
PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	1106 AC
EXISTING USE:	RESIDENTIAL VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT:	TR
PROPOSED ZONING DISTRICT:	NR-CD
NOTE:	FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.



**PRELIMINARY
NOT FOR
CONSTRUCTION**



RZ-200



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& MENK**

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www.bolton-menk.com

NVR, Inc.

9920 Kincey Ave Ste 200
Huntersville, NC 28078

**EVERETTE KEITH
RESIDENTIAL
REZONING**
11430 Dogwood Ln
Huntersville, NC 28078

**OVERALL SKETCH
PLAN**

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS,
LOTS, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO
FINAL DETERMINATION ON PRELIMINARY AND FINAL PLANS.

PROJECT NO:
4896

REVISIONS:



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CHARLOTTE, NORTH CAROLINA 28206
Phone: (704) 376-1555
Email: charlotte@bolton-menk.com
www.bolton-menk.com

NVR, Inc.

920 Kincey Ave Ste 200
Huntersville, NC 28078

EVERETTE KEITH
RESIDENTIAL
REZONING
1430 Dogwood Ln
Huntersville, NC 28078

SKETCH PLAN

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS, UTILITY LINES, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
896

REVISIONS:

DEVELOPMENT SUMMARY

PROJECT NAME: EVERETTE KEITH RESIDENTIAL REZONING

PARCEL NUMBER: 01916129, 01916201, 01916202

SITE ACREAGE: ±106 AC

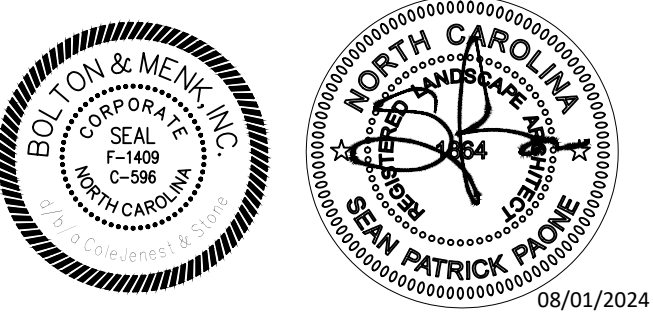
EXISTING USE: RESIDENTIAL, VACANT

PROPOSED USE: SINGLE FAMILY ATTACHED RESIDENTIAL
SINGLE FAMILY DETACHED RESIDENTIAL

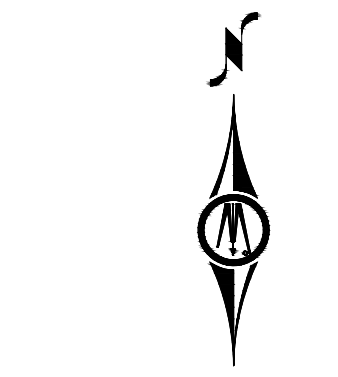
EXISTING ZONING DISTRICT: TR

PROPOSED ZONING DISTRICT: NR-CD

NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.



PRELIMINARY
NOT FOR
CONSTRUCTION



DATE:	08/01/2024
DESIGNED BY:	BMI
DRAWN BY:	BMI
CHECKED BY:	

RZ-201



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Email: charlotte@bolton-menk.com
www.bolton-menk.com



SURVEY DISCLAIMER

SURVEY ISSUE DATE 12/05/2023. PROVIDED BY AVOIMAGE
MAPPING SERVICES, INC LOCATED AT 4600 LEBANON ROAD,
SUITE E CHARLOTTE, NC 28277.

LEGEND

SYMBOL	
	PARCEL LINE / PARCEL BOUNDARY
	SCHEMATIC BUILDING FOOTPRINTS
	SCHEMATIC BUFFER LOCATION

NVR, Inc.

920 Kincey Ave Ste 200
Huntersville, NC 28078

EVERETTE KEITH
RESIDENTIAL
REZONING

2456 Dogwood Ln
Huntersville, NC 28078

SKETCH PLAN

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS, UTILITY LINES, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
896

REVISIONS:

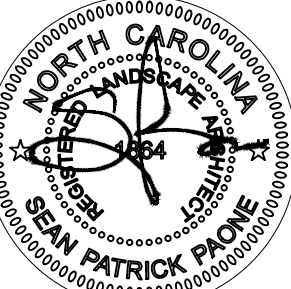
DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	±106 AC
EXISTING USE:	RESIDENTIAL, VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL

EXISTING ZONING DISTRICT: TR

PROPOSED ZONING DISTRICT: NR

NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.



PRELIMINARY
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CONSTRUCTION



0 60 120
ORZ. 
SCALE FEET

DATE: 08/01/2024

DESIGNED BY: BM

DRAWN BY: BM

CHECKED BY: _____

RZ-202

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Email: charlotte@bolton-menk.com
www.bolton-menk.com

NVR, Inc.

920 Kincey Ave Ste 200
Huntersville, NC 28078

EVERETTE KEITH
RESIDENTIAL
REZONING
1430 Dogwood Ln
Huntersville, NC 28078

SKETCH PLAN

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS, UTILITY LINES, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
896

REVISIONS:

DEVELOPMENT SUMMARY

PROJECT NAME: EVERETTE KEITH RESIDENTIAL REZONING

PARCEL NUMBER: 01916129, 01916201, 01916202

SITE ACREAGE: ±106 AC

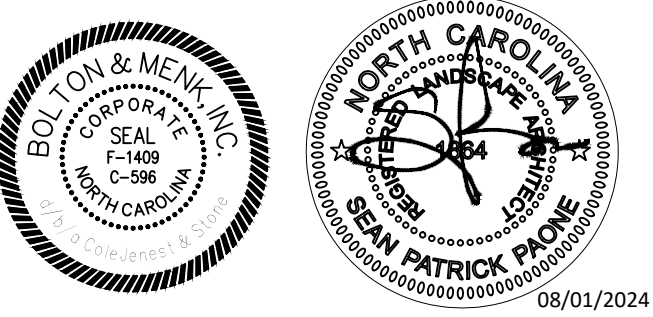
EXISTING USE: RESIDENTIAL, VACANT

PROPOSED USE: SINGLE FAMILY ATTACHED RESIDENTIAL
SINGLE FAMILY DETACHED RESIDENTIAL

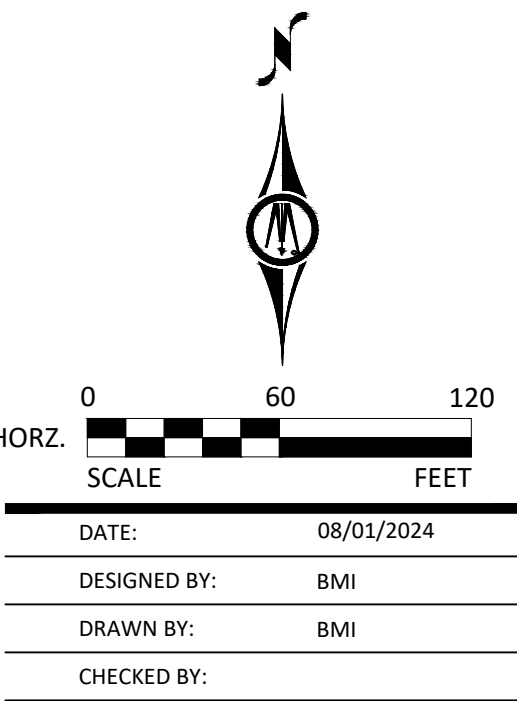
EXISTING ZONING DISTRICT: TR

PROPOSED ZONING DISTRICT: NR-CD

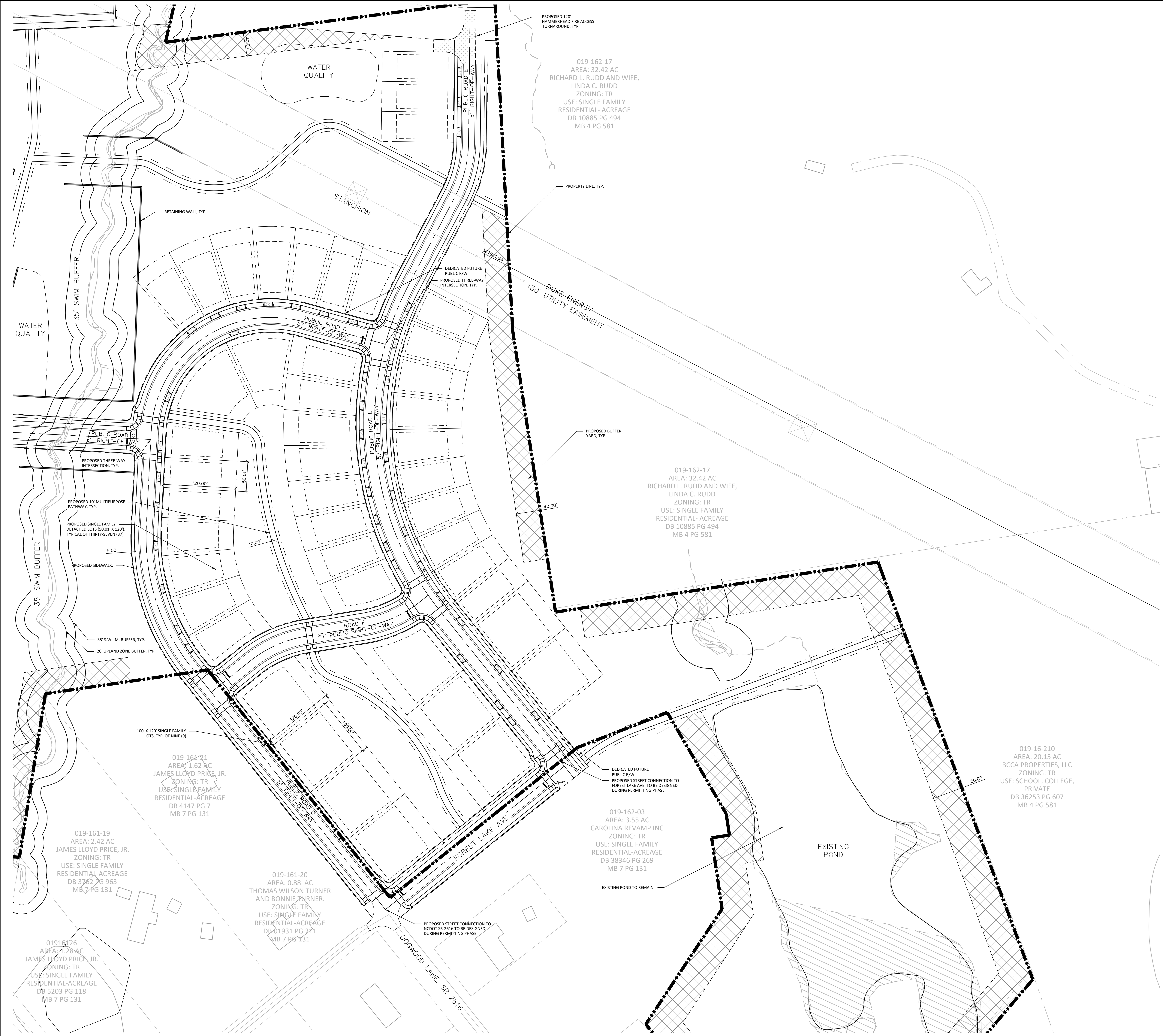
NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.



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CONSTRUCTION



RZ-203



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BLOCK LENGTHS

BLOCK A	-PERIMETER LENGTH: -BLOCK FACE A: -BLOCK FACE B: -BLOCK FACE C: -BLOCK FACE D: -BLOCK FACE XX:	1305.80' 188.00' 201.80' 464.00' 452.00'
BLOCK B	-PERIMETER LENGTH: -BLOCK FACE B: -BLOCK FACE C: -BLOCK FACE D: -BLOCK FACE XX:	1212.93' 194.00' 364.03' 202.90' 452.00'
BLOCK C	-PERIMETER LENGTH: -BLOCK FACE D: -BLOCK FACE E: -BLOCK FACE F: -BLOCK FACE J:	1680.33' 202.90' 437.83' 526.00' 513.60'
BLOCK D	-PERIMETER LENGTH: -BLOCK FACE E: -BLOCK FACE I: -BLOCK FACE K:	1177.60' 201.80' 526.00' 449.80'
BLOCK E	-PERIMETER LENGTH: -BLOCK FACE H: -BLOCK FACE J: -BLOCK FACE L: -BLOCK FACE N: -BLOCK FACE O:	1607.80' 497.30' 513.60' 300.87' 191.00' 105.00'
BLOCK F	-PERIMETER LENGTH: -BLOCK FACE O: -BLOCK FACE N: -BLOCK FACE M: -BLOCK FACE P: -BLOCK FACE AA: -BLOCK FACE BB:	1657.03' 105.00' 191.00' 127.38' 443.90' 175.70' 214.05'
BLOCK G	-PERIMETER LENGTH: -BLOCK FACE P: -BLOCK FACE Q:	1718.30' 843.90' 874.40'
BLOCK H	-PERIMETER LENGTH: -BLOCK FACE K: -BLOCK FACE L: -BLOCK FACE M: -BLOCK FACE Q:	1990.69' 449.80' 300.87' 127.38' 874.40'
BLOCK I	-PERIMETER LENGTH: -BLOCK FACE T: -BLOCK FACE S:	621.53' 225.39' 396.14'
BLOCK J	-PERIMETER LENGTH: -BLOCK FACE T: -BLOCK FACE S: -BLOCK FACE V: -BLOCK FACE W:	1386.61' 225.39' 396.14' 565.15' 199.93'
BLOCK K	-PERIMETER LENGTH: -BLOCK FACE V: -BLOCK FACE W: -BLOCK FACE U:	1708.40' 565.15' 225.39' 748.10'
BLOCK L	-PERIMETER LENGTH: -BLOCK FACE U: -BLOCK FACE Y: -BLOCK FACE CC: -BLOCK FACE AA:	1773.33' 748.10' 704.00' 145.53' 175.70'
BLOCK M	-PERIMETER LENGTH: -BLOCK FACE W: -BLOCK FACE X: -BLOCK FACE GG: -BLOCK FACE FF:	744.63' 199.93' 252.90' 186.10' 105.70'
BLOCK N	-PERIMETER LENGTH: -BLOCK FACE X: -BLOCK FACE Y: -BLOCK FACE DD: -BLOCK FACE HH:	1496.90' 704.00' 704.00' 147.18' 392.90'
BLOCK O	-PERIMETER LENGTH: -BLOCK FACE GG: -BLOCK FACE HH: -BLOCK FACE EE:	856.98' 186.10' 392.40' 278.48'
BLOCK P	-PERIMETER LENGTH: -BLOCK FACE FF: -BLOCK FACE EE: -BLOCK FACE DD: -BLOCK FACE Z: -BLOCK FACE II:	1346.28' 105.70' 278.48' 147.18' 215.00' 599.92'
BLOCK Q	-PERIMETER LENGTH: -BLOCK FACE Z: -BLOCK FACE CC: -BLOCK FACE BB: -BLOCK FACE JJ:	1059.64' 215.00' 145.53' 214.05' 485.06'
BLOCK R	-PERIMETER LENGTH: -BLOCK FACE LL: -BLOCK FACE MM: -BLOCK FACE NN: -BLOCK FACE TT:	558.12' 111.52' 95.54' 145.00' 206.09'
BLOCK S	-PERIMETER LENGTH: -BLOCK FACE LL: -BLOCK FACE PP: -BLOCK FACE QQ: -BLOCK FACE KK:	627.75' 111.52' 198.93' 111.30' 206.00'
BLOCK T	-PERIMETER LENGTH: -BLOCK FACE NN: -BLOCK FACE OO: -BLOCK FACE QQ: -BLOCK FACE UU:	869.88' 145.00' 207.58' 111.30' 406.00'
BLOCK U	-PERIMETER LENGTH: -BLOCK FACE KK: -BLOCK FACE JJ: -BLOCK FACE RR: -BLOCK FACE SS:	863.39' 206.00' 485.00' 76.66' 95.67'
BLOCK V	-PERIMETER LENGTH: -BLOCK FACE WW:	1344.00' 1344.00'
BLOCK PERIMETER LENGTH AVERAGE: BLOCK LENGTH AVERAGE:		XXXX' XXXX'



VICINITY MAP

SURVEY DISCLAIMER

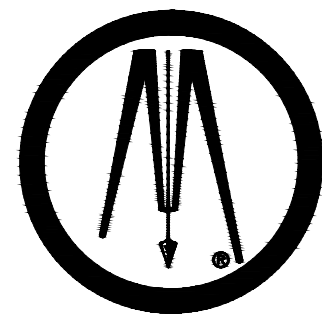
SURVEY ISSUE DATE: 12/05/2023. PROVIDED BY AVOIIMAGE
MAPPING SERVICES, INC. LOCATED AT 4600 LEBANON ROAD,
SUITE E, CHARLOTTE, NC 28277.

LEGEND

SYMBOL	PARCEL LINE / PARCEL BOUNDARY
PROPOSED RIGHT-OF-WAY	
PROPOSED BLOCK LENGTH INTERSECTION	
PROPOSED CENTERLINE	

DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	1106 AC
EXISTING USE:	RESIDENTIAL, VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT:	TR
PROPOSED ZONING DISTRICT:	NR-CD
NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.	



**BOLTON
& MENK**

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www.bolton-menk.com

NVR, Inc.

9920 Kinsey Ave Ste 200
Huntersville, NC 28078

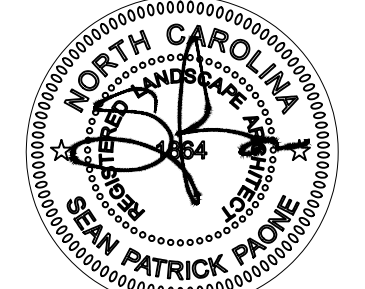
**EVERETTE KEITH
RESIDENTIAL
REZONING**
11430 Dogwood Ln
Huntersville, NC 28078

**BLOCK AND
PERIMETER
LENGTHS**

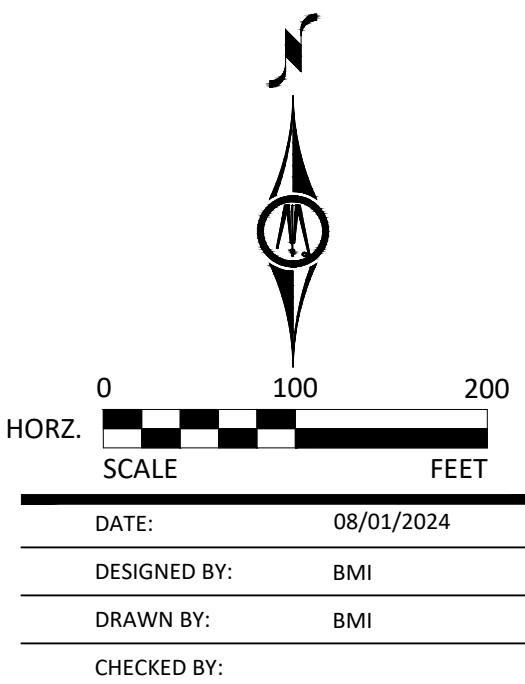
THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS,
UTILITIES AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO
FINAL DETERMINATION ON PRELIMINARY AND FINAL PLANS.

PROJECT NO:
4896

REVISIONS:

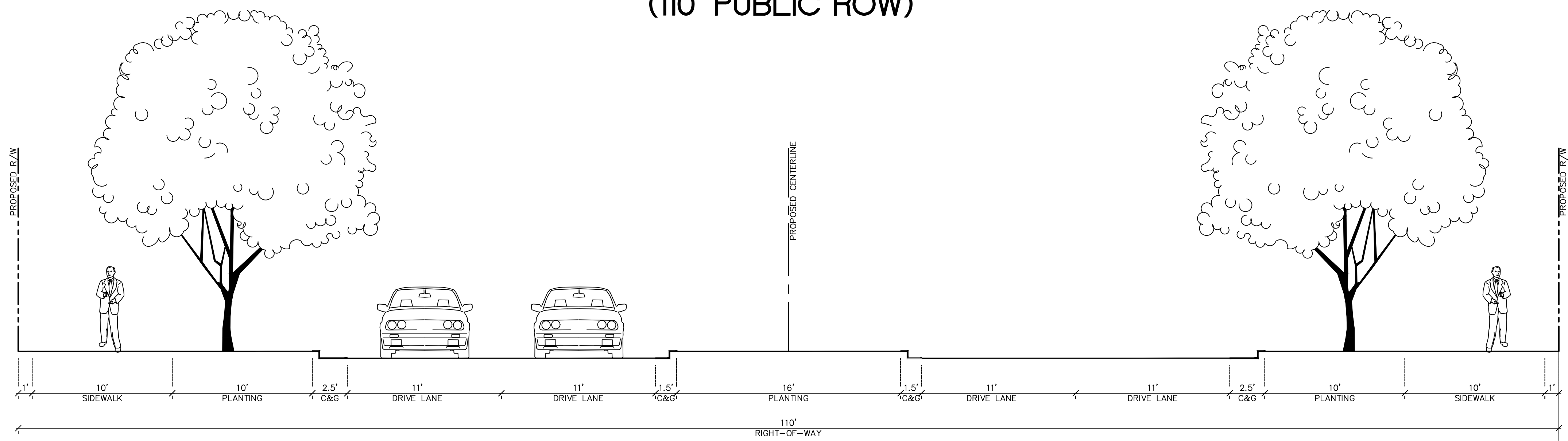


**PRELIMINARY
NOT FOR
CONSTRUCTION**

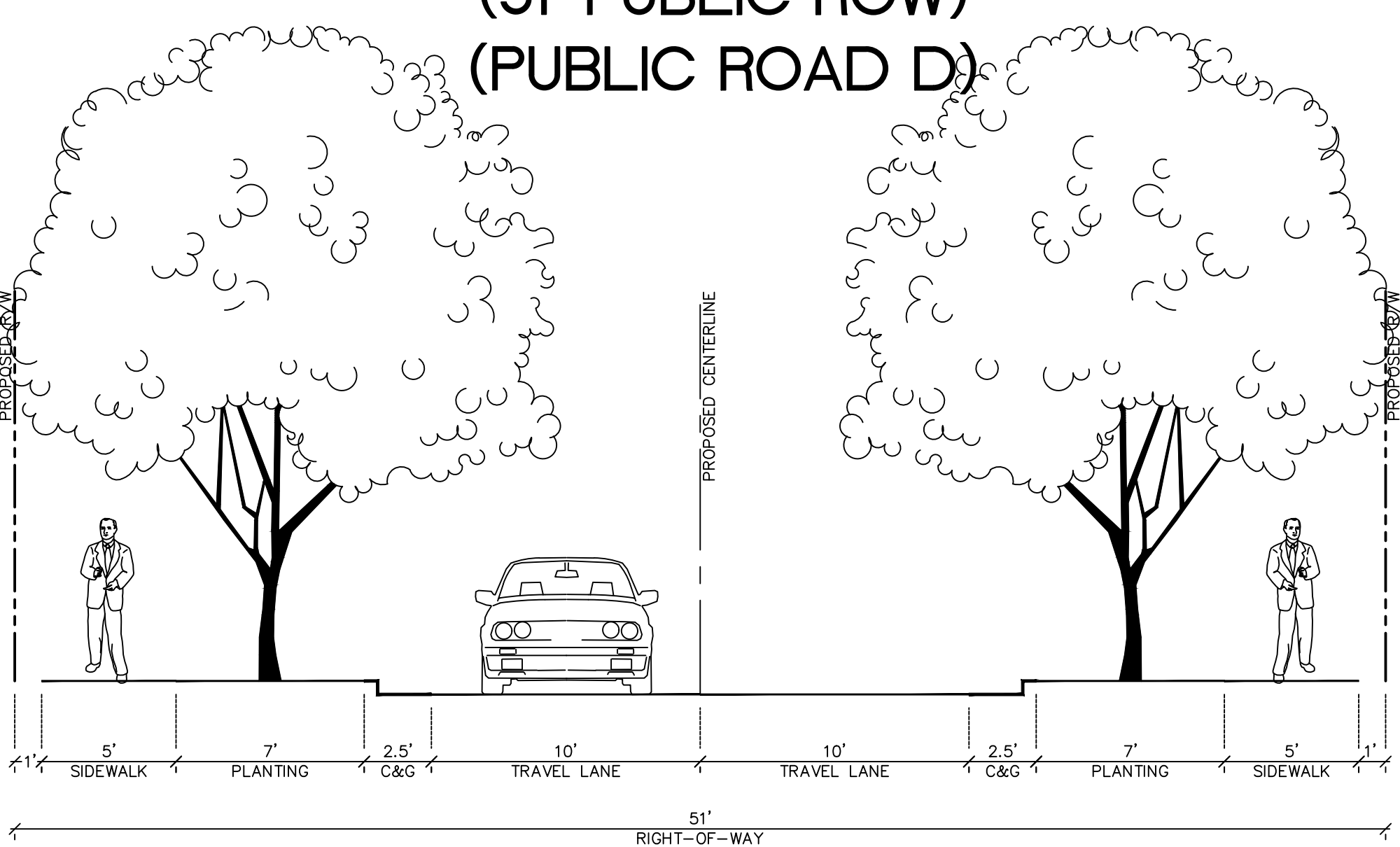


RZ-204

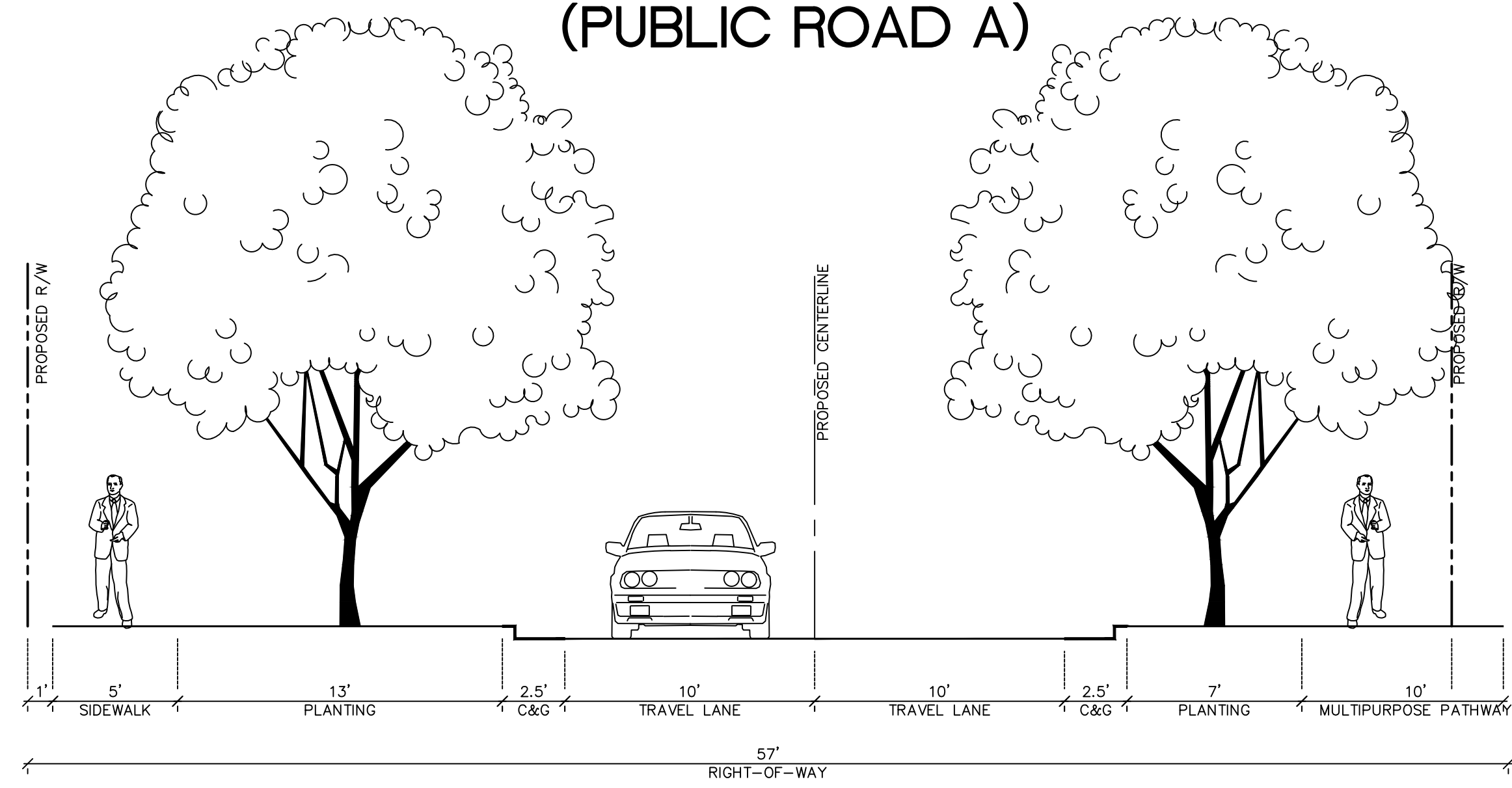
HAMBRIGHT ROAD
MINOR THOROUGHFARE
(110' PUBLIC ROW)



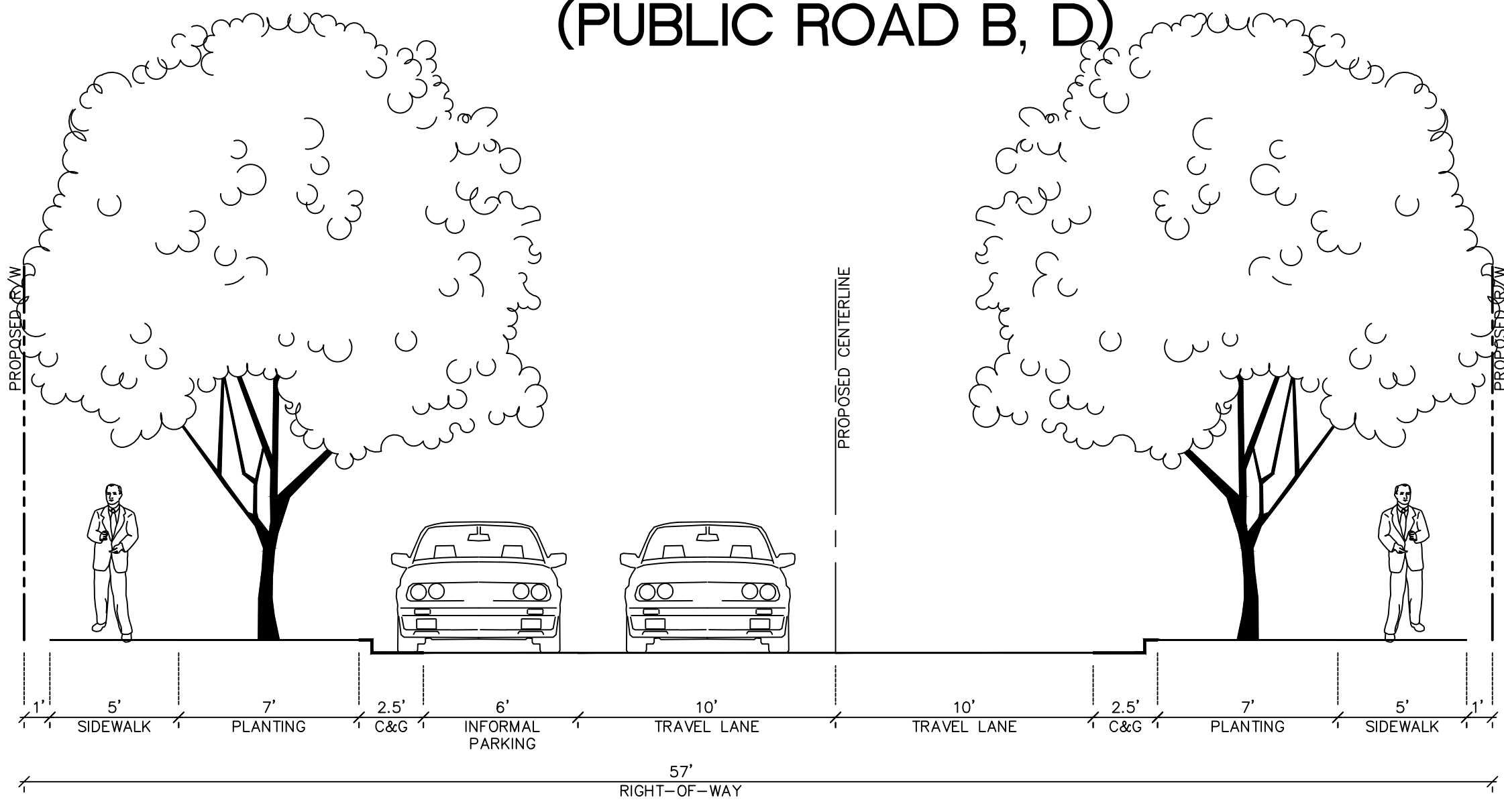
PROPOSED PUBLIC ROAD TYPE E
RESIDENTIAL LOCAL STREET
(51' PUBLIC ROW)
(PUBLIC ROAD D)



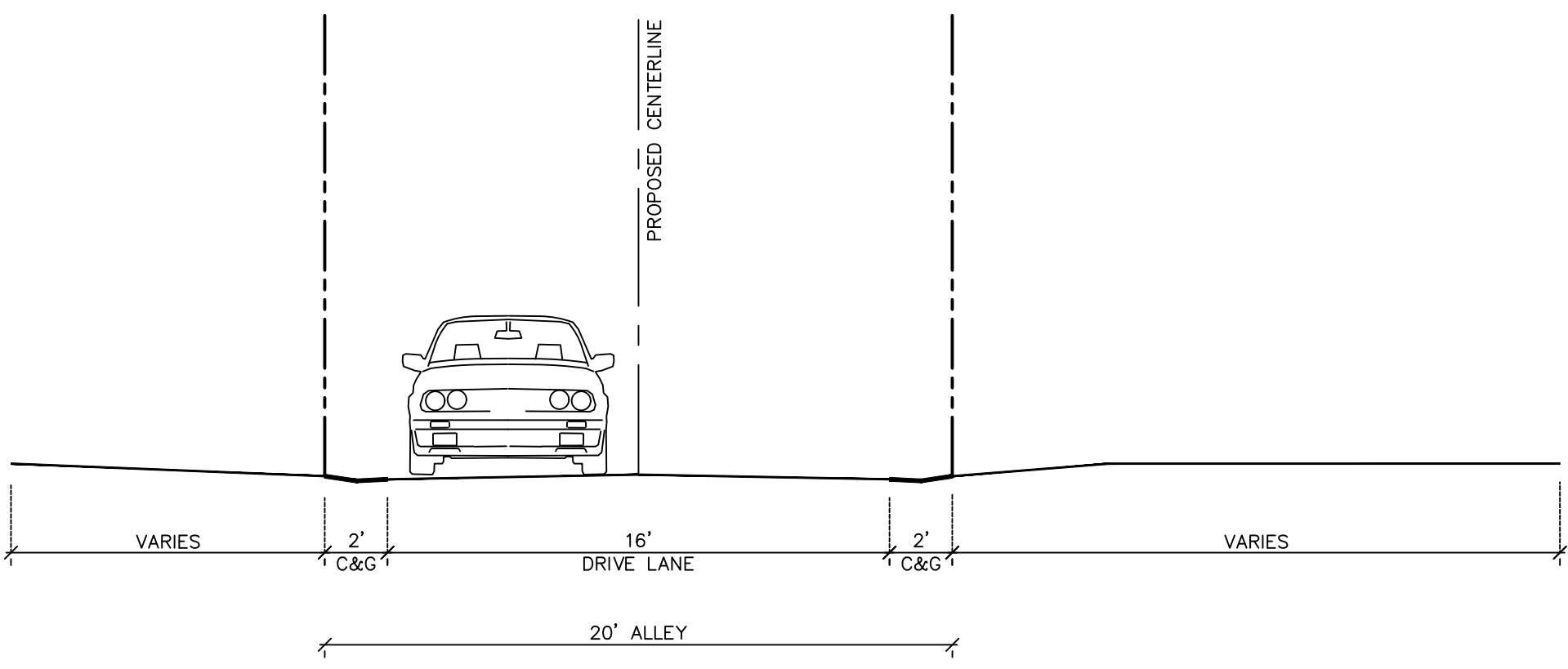
PROPOSED PUBLIC ROAD TYPE A
RESIDENTIAL LOCAL STREET
(57' PUBLIC ROW)
(PUBLIC ROAD A)



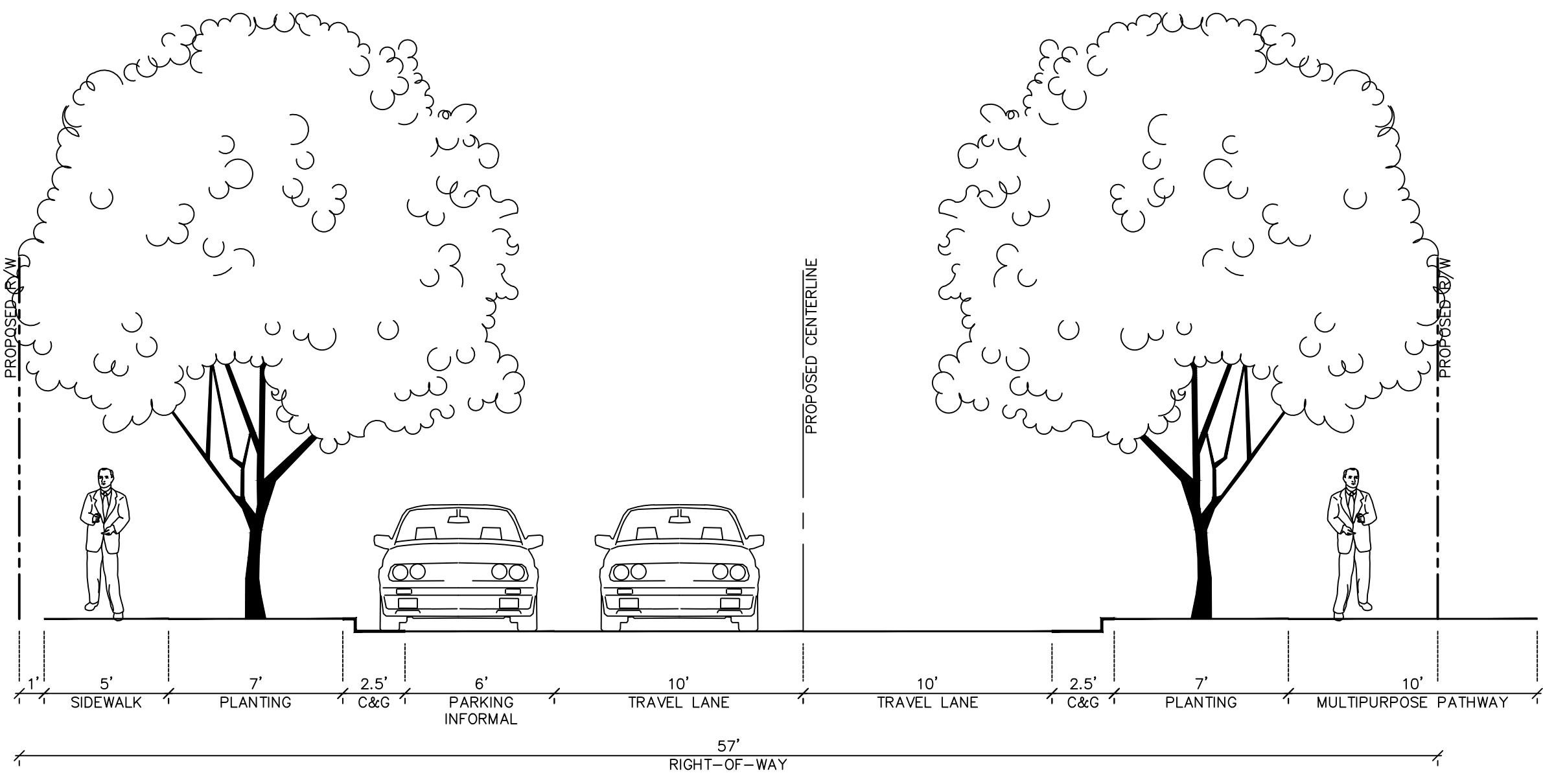
PROPOSED PUBLIC ROAD TYPE B
RESIDENTIAL LOCAL STREET
(57' PUBLIC ROW)
(PUBLIC ROAD B, D)



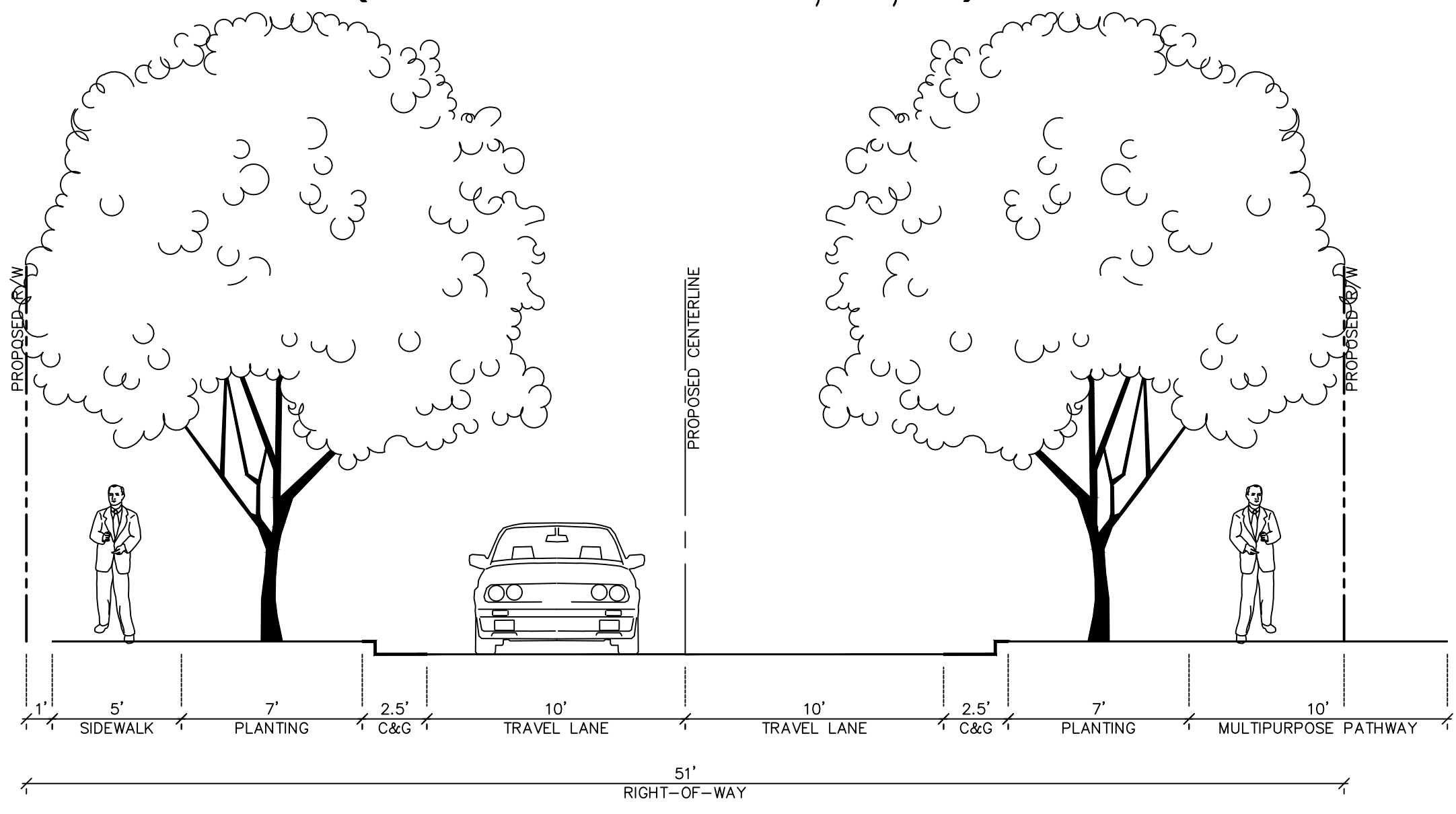
PRIVATE ALLEY



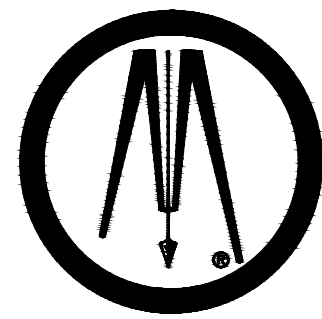
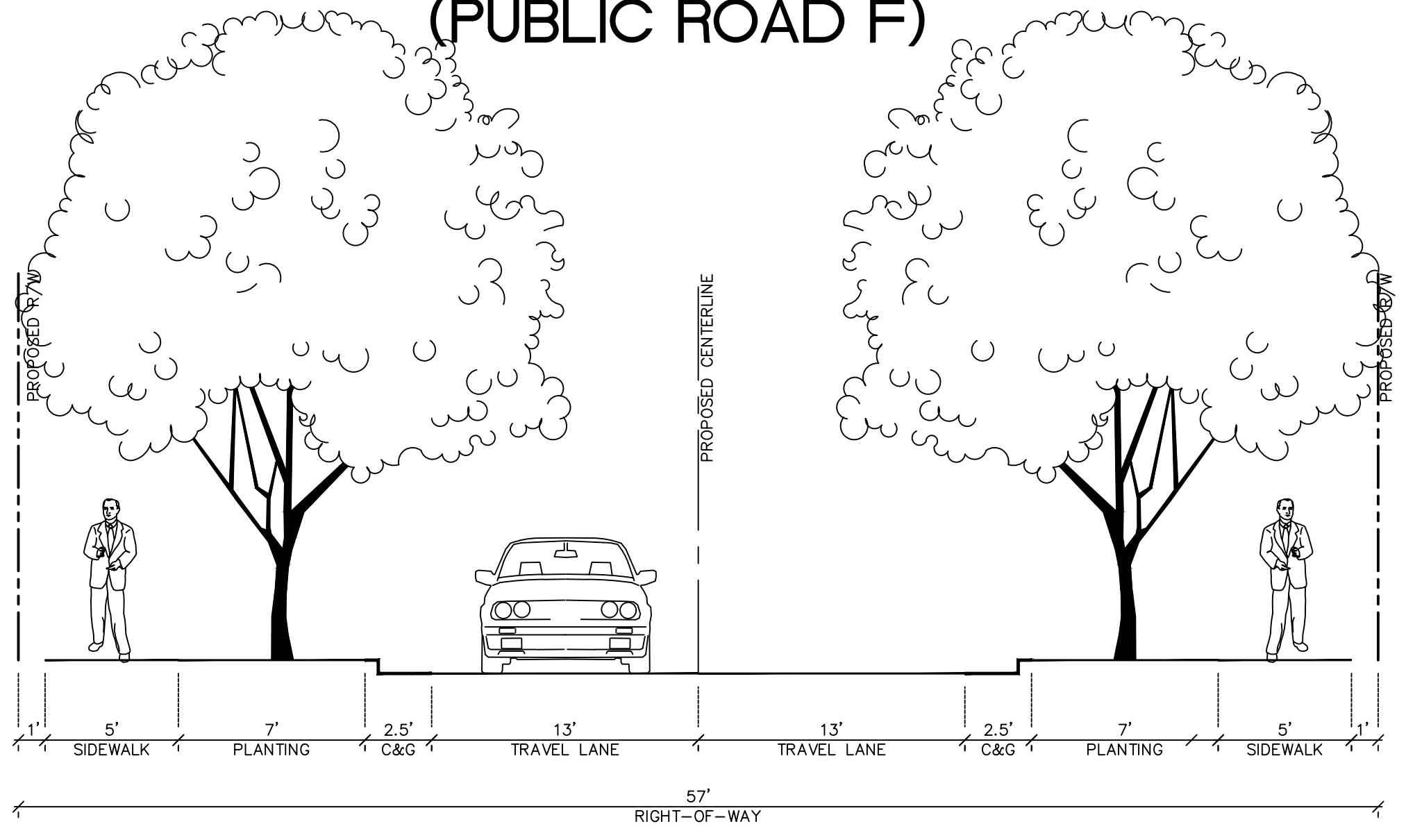
PROPOSED PUBLIC ROAD TYPE C
RESIDENTIAL LOCAL STREET
(57' PUBLIC ROW)
(PUBLIC ROAD C, E)



PROPOSED PUBLIC ROAD TYPE D
RESIDENTIAL LOCAL STREET
(51' PUBLIC ROW)
(PUBLIC ROAD B, C, E)



PROPOSED PUBLIC ROAD TYPE F
RESIDENTIAL LOCAL STREET
(57' PUBLIC ROW)
(PUBLIC ROAD F)



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EVERETTE KEITH
RESIDENTIAL
REZONING
11430 Dogwood Ln
Huntersville, NC 28078

STREET SECTIONS

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS,
LOTS, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO
FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
4896

REVISIONS:



**PRELIMINARY
NOT FOR
CONSTRUCTION**



DATE: 08/01/2024
DESIGNED BY: BMI
DRAWN BY: BMI
CHECKED BY:

RZ-205

SITE PLAN DATA TABLE

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING SKETCH PLAN		
PARCEL NUMBER(S):	01916129, 01916201, 01916202		
SITE ACREAGE:	±106 ACRES		
REZONING ACREAGE:	±106 ACRES		
PRINCIPAL USES:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL		
BUILDING TYPE/HEIGHT:	SINGLE FAMILY ATTACHED:	UP TO 30' (EXCLUDES ROOF)	
	SINGLE FAMILY DETACHED:	UP TO 30' (EXCLUDES ROOF)	
EXISTING ZONING DISTRICT:	TR		
PROPOSED ZONING DISTRICT:	NR-CD		
SINGLE FAMILY ATTACHED UNITS:	76 UNITS (TOWNHOMES)		
TOTAL PARKING REQUIRED:	114 SPACES (1.5 SPACE PER UNIT)		
TOTAL PARKING PROVIDED:	233 SPACES (3.10 SPACES PER UNIT)		
TOWNHOMES:			
LOT SIZE:	2,000 SF		
LOT LENGTHS:	100'		
LOT WIDTHS:	20'		
SINGLE FAMILY DETACHED UNITS:			
	78 LOTS (27' X 110')		
	100 LOTS (50.01' X 120' LOTS)		
	9 LOTS (100' X 120' LOTS)		
TOTAL PARKING REQUIRED:	374 SPACES (2 SPACES PER UNITS)		
TOTAL PARKING PROVIDED:	374 SPACES (2 GARAGE SPACES PER UNIT)		
IS THE PROPERTY IN A REGULATED WATERSHED DISTRICT?	NO		
WATERSHED:	CLARKE WATERSHED		
DENSITY:	HIGH		
JURISDICTIONAL STREAMS MAY VARY WITH UPDATED ENVIRONMENTAL ASSESSMENT.			

BUILDING DEVELOPMENT SUMMARY

TOTAL BUILDING SQUARE FOOTAGE

ATTACHED RESIDENTIAL:	±160,000 SF
DETACHED RESIDENTIAL:	±180

BUILDING BUILD-TO-RANGE (BTR)/SETBACK TABLE

ATTACHED RESIDENTIAL BUILD-TO-RANGE:	0' – 25'
SIDE SETBACK:	0' – 25'
REAR SETBACK:	20' – 35'
DETACHED HOUSE BUILD-TO-RANGE:	10' MIN
SIDE SETBACK:	5' MIN
REAR SETBACK:	25' MIN

SKETCH PLAN NOTES

- A SKETCH PLAN IS BEING REVIEWED CONCURRENTLY WITH THE REZONING PLAN AND WILL COMPLY WITH THE APPROVED REZONING PLAN.
- THE PROJECT MAY BE BUILT IN MULTIPLE PHASES. FINAL PHASING SUBJECT TO CHANGE.
- DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH ZONING, SUBDIVISION, AND REGULATORY STANDARDS AND REQUIREMENTS ASSOCIATED WITH TOWN OF HUNTERSVILLE, NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, DUKE ENERGY, AND NORTH CAROLINA DIVISION OF ENVIRONMENTAL QUALITY.
- THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAY RECORDED.
- ALL AREAS DESIGNATED AS COMMON AND/OR URBAN OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND DEDICATED FOR PUBLIC/PRIVATE ACCESS IN PERPETUITY.
- ACCESS (INGRESS/EGRESS) LOCATIONS AND DESIGN SHOWN ON THIS SKETCH PLAN ARE SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS, RIGHT OF WAY, AND INTERSECTION ALIGNMENT WITH ADJACENT AND OPPOSING ACCESS POINTS. MODIFICATIONS TO THE PLAN MAY RESULT.
- LARGE AND SMALL MATURING TREES SHALL BE PLANTED WITHIN THE REQUIRED PLANTING STRIP ALONG ALL PUBLIC STREETS BASED ON THE MINIMUM WIDTH REQUIREMENTS ASSOCIATED WITH THE SIZE OF THE PLANT MATERIAL. DOUBLE ROW OF STREET TREES MAY BE LOCATED OUTSIDE OF RIGHT-OF-WAY AREA TO MEET REQUIREMENT.
- SMALL MATURING TREES SHALL BE USED WHERE OVERHEAD UTILITY LINES EXIST.
- MAIL DELIVERY SHALL OCCUR AT CLUBHOUSE AMENITY LOCATIONS OR CENTRALLY LOCATED WITHIN THE DEVELOPMENT IN USPS APPROVED CLUSTER BOX UNITS. FINAL LOCATIONS TO BE COORDINATED AND APPROVED BY USPS DURING PERMITTING.
- THE PROPOSED DEVELOPMENT WILL BE SERVED BY PUBLIC WASTE MANAGEMENT FOR TRASH AND RECYCLING COLLECTION SERVICE.
- BUILD TO LINES A LINE EXTENDING THROUGH A LOT WHICH IS GENERALLY PARALLEL TO THE FRONT PROPERTY LINE/ RIGHT-OF-WAY AND MARKS THE LOCATION FROM WHICH THE PRINCIPLE VERTICAL PLAN OF THE FRONT BUILDING ELEVATIONS, EXCLUSIVE OF PORCHES, BAY WINDOWS, AND SIMILAR APPURTENANCES, SHALL BE LOCATED. ROAD CURVATURE AND OTHER SITE CONSTRAINTS MAY IMPACT THE ABILITY TO LOCATE THE FULL EXTENT OF THE BUILDING FRONTAGE WITHIN THE BUILD TO AREA. THE BUILD TO LINE SHALL BE IDENTIFIED ON THE RECORD PLAT (FINAL PLAT).
- THE PROPOSED DEVELOPMENT WILL CONSIST OF A GRAVITY DRIVEN SANITARY SEWER SYSTEM THAT WILL TIE INTO THE ADJACENT SANITARY MAIN EXTENDED BY TRAILS END SUBDIVISION, WHICH WILL TIE INTO THE CLARK CREEK TREATMENT FACILITY. PUBLIC DONATED PROJECTS AND PRIVATE SANITARY SEWER LINES WILL PROVIDE ACCESS TO SERVICE FOR EACH INDIVIDUAL UNIT OR LOT BY SEWER LATERAL AND BE SUBJECT TO APPROVAL BY CHARLOTTE WATER.
- ALL RETAINING WALLS REQUIRING SPECIAL INSPECTIONS (GREATER THAN 5' IN HEIGHT) SHALL MEET THE REQUIREMENT TO THE MCSBS CHAPTER 17 - SPECIAL INSPECTIONS AS DETAILED PER THE MECKLENBURG COUNTY CODE ENFORCEMENT SPECIAL INSPECTIONS PROCESS. ADDITIONALLY, COPIES OF RETAINING WALL PLANS SHALL BE SUBMITTED TO THE TOWN OF HUNTERSVILLE ENGINEERING DEPARTMENT FOR REVIEW AND COMMENT WHERE ANY RETAINING WALL MAY IMPACT OR ENCRUSCH WITHIN PUBLIC STREET RIGHT OF WAY. THE TOWN OF HUNTERSVILLE SHALL BE COPIED ON ALL STATEMENTS OF SPECIAL INSPECTIONS, SPECIAL INSPECTION FINAL REPORTS, AND DESIGN PRINCIPLE IN CHARGE (DPIC) LETTERS.
- DIRECT ACCESS FROM LOTS TO THOROUGHFARES ARE PROHIBITED.

REZONING NOTES

REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS ("DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY NVR, INC. ("PETITIONER") ON AUGUST 1, 2024 (THE "FILING DATE") AS REZONING PETITION AND SKETCH PLAN (THE "REZONING PLAN") FOR THE APPROXIMATELY 106-ACRE TRACT OF LAND, IDENTIFIED ON THIS SITE PLAN AS EVERETTE KEITH RESIDENTIAL (THE "PROJECT") IN CONNECTION WITH TAX PARCELS NUMBERS 01916129, 01916201, AND 01916202 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO CONVERT THE ZONING CLASSIFICATION OF THE PROPERTY FROM TRANSITIONAL RESIDENTIAL ZONING DISTRICT (TN) TO NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR-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 LOTS AND PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE AND EXACT DESIGN LOCATIONS, ARCHITECTURE STYLING, BUILDING AND LOT SIZE, NUMBER OR QUANTITY AND CONFIGURATIONS OF LOTS AND BUILDINGS MAY BE MODIFIED DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH MODIFICATION ARE COMPATIBLE WITH THE APPROPRIATE LAYOUT AND LOCATION OF LOTS AND IMPROVEMENTS SHOWN ON THE REZONING PLAN. FOR EXAMPLE, THE AMENITY AREA(S) FOR THE ATTACHED AND DETACHED SINGLE-FAMILY MAY BE RELOCATED WITHIN THE PROJECT AND OTHER BUILDINGS MODIFIED AND RELOCATED TO ACCOMMODATE THE NEW AMENITY AREA LOCATION. TOWNHOMES MAY BE REDESIGNED AS ATTACHED HOUSES OR SINGLE-FAMILY HOMES WITH ADMINISTRATIVE APPROVAL SO LONG AS THE TOTAL NUMBER OF RESIDENTIAL UNITS IN THE PROJECT DO NOT INCREASE BEYOND THE TOTAL NUMBER OF RESIDENTIAL UNITS IDENTIFIED IN THE TIA. THE EXACT ALIGNMENTS OF THE INTERNAL DRIVES AND INTERNAL PUBLIC STREETS HAVE NOT BEEN DETERMINED AND ARE SUBJECT TO FINAL DESIGN ENGINEERING PLANS. AUTHORITY REVIEW 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 CONDITIONAL DISTRICT REZONING AND SKETCH PLANS.

PHASING. THE DEVELOPMENT OF THE PROPERTY AS GENERALLY DEPICTED ON THE REZONING PLAN MAY BE PHASED, AS DETERMINED DURING THE COURSE OF CONSTRUCTION. ANY PROPOSED PHASING MUST ALIGN WITH REQUIRED TRAFFIC IMPACT ANALYSIS (TIA), INFRASTRUCTURE AND STORMWATER IMPROVEMENTS; PROVIDED, HOWEVER, ANY MITIGATION REQUIRED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) WILL BE COORDINATED WITH NCDOT AND EACH PHASE OR SEQUENCE OF IMPROVEMENTS IN THE PROJECT WILL MEET ALL ORDINANCE REQUIREMENTS. UTILITIES, INFRASTRUCTURE, AND GRADING MAY BE DELIVERED TO EACH INDIVIDUAL PHASE AS EACH IS DEVELOPED OR AS PART OF AN OVERALL MASTER DEVELOPMENT INFRASTRUCTURE PERMIT.

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 ANY USES (INCLUDING ACCESSORY USES) PERMITTED IN THE NR ZONING DISTRICTS, INCLUDING BUT NOT LIMITED TO ATTACHED RESIDENTIAL, SINGLE-FAMILY DETACHED RESIDENTIAL AND ACCESSORY USES AS SHOWN ON THE REZONING PLAN, SUBJECT TO THE DEVELOPMENT STANDARDS ASSOCIATED WITH SUCH USES. ANY LABELING ON THE REZONING PLAN MAY BE AN INDICATION OF THE CURRENT INTENTION ON THE PART OF PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES.

ACCESS. THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO EXISTING ROADS AND ADJACENT PROPERTIES ARE SCHEMATIC IN NATURE. TO THE EXTENT PERMITTED BY APPLICABLE DRIVEWAY PERMIT REQUIREMENTS, FUTURE DRIVEWAYS, ACCESS POINTS AND ROAD CONNECTIONS MAY CROSS THE SETBACK AND SHALL NOT REQUIRE A REZONING OF THE PROPERTY BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS.

SUBDIVISION. THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION IS IN COMPLIANCE WITH APPLICABLE LAW INCLUDING, HOWEVER, RECOMBINATION, CONSOLIDATION, OR REZONING. REZONING IS REQUIRED IF THERE IS AN INCREASE IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE. REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS.

STREET IMPROVEMENTS. PETITIONER SHALL BE REQUIRED TO INSTALL SIDEWALKS, STREET TREES, PLANTING STRIPS, OR OTHER STREET IMPROVEMENTS AS A CONDITION OF THE APPROVAL OF THIS REZONING PLAN AS SPECIFICALLY SHOWN ON THE REZONING PLAN AND AS REQUIRED BY THE ZONING ORDINANCE, SUBDIVISION ORDINANCE, APPLICABLE HUNTERSVILLE/NCDOT TIA, OR DRIVEWAY PERMIT REQUIREMENTS.

LANDSCAPING/BUFFERS. DEVELOPMENT OF THE PROPERTY SHALL COMPLY WITH THE LANDSCAPING AND BUFFER REQUIREMENTS OF THE ORDINANCE AS SPECIFICALLY SHOWN ON THE REZONING PLAN OR AS OTHERWISE NOTED IN REQUESTED MODIFICATIONS IN THESE DEVELOPMENT STANDARDS.

ARCHITECTURAL ELEVATIONS. ARCHITECTURAL ELEVATIONS ARE SUBMITTED TO THE TOWN OF HUNTERSVILLE FOR REFERENCE ONLY, PER NC STATE STATUTE.

AMENDMENT. FUTURE AMENDMENTS TO THE REZONING PLAN AND/OR THESE DEVELOPMENT STANDARDS MAY BE APPLIED FOR BY THE THEN OWNER(S) 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.

BMP DESIGN. THE DESIGNS OF THE BEST MANAGEMENT PRACTICES (BMPs) SHOWN ON THE REZONING PLAN SHALL BE CONSIDERED CONCEPTUAL AND WILL BE FINALIZED DURING THE LAND DEVELOPMENT PERMITTING PHASE AND SHALL BE COMPLETED AS A PART OF THE INFRASTRUCTURE IMPROVEMENTS. BMP STORMWATER TREATMENT TYPE DESIGNATIONS ILLUSTRATED ON THE SKETCH PLAN OR IN THE STORMWATER DESIGN CALCULATIONS ARE PRELIMINARY AND SHALL ALLOW FOR ANY STORMWATER TREATMENT TYPE OR COMBINATION OF TYPES TO COMPLY WITH THE LOW IMPACT DEVELOPMENT (LID) ORDINANCE AT THE TIME OF THE PETITION. STORMWATER WET PONDS SHALL NOT BE PROHIBITED AS LONG AS THE OVERALL DEVELOPMENT TREATMENT COMPLIES WITH THE LID ORDINANCE.

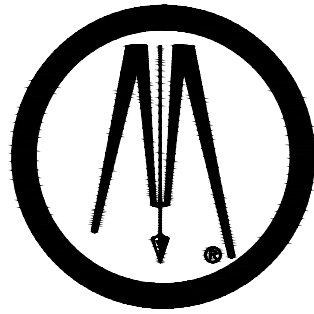
REQUESTED MODIFICATIONS TO DESIGN STANDARDS

PURSUANT TO SECTION 11.4.7(K) OF THE ORDINANCE, THE STANDARDS OF THE ORDINANCE ARE MODIFIED TO PERMIT THE FOLLOWING:

- BASED ON OVERALL SITE CONSTRAINTS DUE TO UTILITY POWER EASEMENTS, HAMBRIGHT ROAD EXTENSION, EXTREME TOPOGRAPHIC CONDITIONS, NON-COMPATIBLE ADJACENT USES, LOCATION OF SEVERAL JURISDICTIONAL STREAM/WETLANDS AREAS AND ASSOCIATED REGULATORY BUFFERS, CONNECTIVITY TO ADJACENT PROPERTIES WILL BE LIMITED TO CONNECTIONS TO EXISTING DEDICATED RIGHT-OF-WAY STUBBED STREETS (DOWNSWOOD LANE AND FOREST LANE AVENUE), EVERETTE KEITH ROAD, HAMBRIGHT ROAD AND RESERVATION OF HAMBRIGHT ROAD RIGHT-OF-WAY TO ACCOMMODATE THE FUTURE EXTENSION OF HAMBRIGHT ROAD BEYOND THE PROJECT BOUNDARY AND A FUTURE CONNECTION FROM THE PROPOSED SINGLE-FAMILY LOT AREA TO FUTURE HAMBRIGHT ROAD EXTENSION.
- HAMBRIGHT ROAD WILL BE EXTENDED TO A DISTANCE APPROXIMATELY ILLUSTRATED IN THE PLANS AND SHALL BE SUBJECT TO REVIEW AND APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION. BASED ON THE EXTENSION LIMITATIONS OF HAMBRIGHT ROAD, DUE TO PROPERTY BOUNDARIES AND ENVIRONMENTAL CONDITIONS, THE PETITIONER SHALL CONSTRUCT THE FIRST STREAM CROSSING, THE OUTSIDE TRAVEL LANES IN EACH DIRECTION AND THE WIDE SIDEWALK TO THE FURTHEST WIDTH OF THE REQUIRED RIGHT-OF-WAY CROSS-SECTION. ACCESS TO THE ROADWAY EXTENSION WILL BE TERMINATED WITH A CUL-DE-SAC TURNAROUND POSITIONED PRIOR TO THE DUKE ENERGY CORRIDOR TO RESTRICT ACCESS TO THE REMAINING EXTENSION UNTIL THE HAMBRIGHT ROAD ALIGNMENT IS EXTENDED BY OTHERS TO ITS TERMINUS OF EASTFIELD ROAD.
- PERIMETER BUFFERS REQUIREMENTS WILL BE MET AT AN AVERAGE OF FORTY FEET IN WIDTH AND PERIMETER BUFFERS SHALL NOT BE REQUIRED BETWEEN INTERNAL USES, ACROSS JURISDICTIONAL WATERS OR ABUTTING PUBLIC ROAD RIGHT-OF-WAY. BUFFER SECTIONS WITHIN THE DUKE ENERGY CORRIDOR SHALL BE SUBJECT TO REVIEW AND APPROVAL OF DUKE ENERGY BASED ON LANDSCAPE GUIDELINES AND PLANT MATERIAL PROXIMITY TO WIRE ZONES, TOWER STANCHIONS, OR OTHER POWER UTILITY INFRASTRUCTURE.
- BUFFERS SHALL INCLUDE EXISTING VEGETATION WHEREVER FEASIBLE, HOWEVER DUE TO EXTREME TOPOGRAPHY AND OTHER ENVIRONMENTAL AND MANMADE CONDITIONS, GRADING/ENCROACHMENTS WILL BE PERMITTED WITH PLANTING MITIGATION BASED ON THE BUFFER PLANTING SECTION AND SCHEDULE PROVIDED WITHIN THE PLANS.
- PETITIONER SHALL RESERVE A 20' GREENWAY EASEMENT TO ACCOMMODATE THE TOWN OF HUNTERSVILLE'S BIKE AND PEDESTRIAN ROUTE FROM CLARK CREEK TO CONNECT TO THE MECKLENBURG COUNTY CAROLINA TREAD TRAIL.
- BASED ON TOPOGRAPHIC AND ENVIRONMENTAL CONSTRAINTS, PUBLIC ROAD SPEED LIMITS MAY BE POSTED AT 20 MPH AND UTILIZE A 110' MIN. CENTERLINE RADIUS.

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.

ANNEXATION. PETITIONER SHALL REQUEST THAT THE PROPERTY BE ANNEXED INTO THE TOWN OF HUNTERSVILLE LIMITS IN ACCORDANCE WITH TOWN OF HUNTERSVILLE REGULATIONS.



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11430 Dogwood Ln
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DEVELOPMENT NOTES

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS, LOTS, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
4896

REVISIONS:



08/01/2024

**PRELIMINARY
NOT FOR
CONSTRUCTION**

DATE:	08/01/2024
DESIGNED BY:	BMI
DRAWN BY:	BMI
CHECKED BY:	

RZ-206

ARTICLE 4

BUILDING AND LOT TYPES

Lot Types / Detached House

Building Placement/Parking/Vehicle Access

Diagram illustrating Lot Type "A" Typical Condition. The lot is 25' wide. The house is 10' wide. The sidewalk is 5' wide. The street is 10' wide. The ROW is 10' wide. The location varies.

Building Placement/Parking/Vehicle Access

Diagram illustrating Lot Type "B" Sideyard Condition. The lot is 25' wide. The house is 10' wide. The sidewalk is 5' wide. The street is 10' wide. The ROW is 10' wide. The location varies.

1. Buildings shall be placed on the lot within zone represented by the hatched area except in R & TR zone, where min. front setbacks are 25' and 20' respectively.
Along new streets, the build-to line shall be a minimum of 10' behind street ROW.
Along existing streets, front build-to lines of new buildings shall be equal to the average setbacks of existing buildings on the same side of the street within 300'. Where the average setback of existing buildings within 300' exceeds 50' the setback of any new building may vary up to 20' from the setback of an adjacent building, existing or proposed, in order to negotiate a gradual transition to a different building setback. Only in the most exceptional circumstances having to do with extreme topography or very special design composition may these rules of residential building placement be varied.
2. Garages may be detached (entered from front or rear), or attached to the main dwelling, with or without habitable rooms above. Front loaded garages, if provided, shall meet the standards of Section 8.16.
3. A detached garage may be located only in the rear yard.
4. Points of permitted front or rear access to parking indicated by arrows. On corner lots, sideyard access is also permitted.
5. Main pedestrian access to the building is from the street. Secondary access may be from parking areas.
6. For buildings set back from the sidewalk, balconies, stoops, stairs, open porches, bay windows, and, and awnings are permitted to encroach into the front setback area up to 5'.
7. Sideyard setbacks is 12' in the R zone & 10' in the TR zone.

Description:

The detached house may coexist with other, similarly scaled buildings along town streets. When other building types are integrated with the detached house, the scale of the detached house type and lot shall control. Civic buildings, however, may exceed the scale of the detached house. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

4-10

ARTICLE 4

BUILDING AND LOT TYPES

Building Type / Detached House

Permitted Height/Uses/Encroachments

Diagram illustrating Building Type / Detached House. The lot is 25' wide. The house is 10' wide. The sidewalk is 5' wide. The street is 10' wide. The ROW is 10' wide. The location varies.

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 of main dwelling to ridge may vary depending on the roof pitch.
3. Permitted uses are indicated above.
4. Maximum footprint for a building housing a detached accessory dwelling is 600 square feet or 50% of first floor area of principal residence, whichever is greater.
5. Balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into setback area up to 5'.
6. Decks, balconies, and porches are permitted to encroach into the rear yard setback as provided in Section 8.8.9.

Three photographs of detached houses in different styles and settings.

1. Generally, buildings shall be placed on the lot within zone represented by the hatched area. The build-to line will range from 0' to 10' behind street ROW. Special site conditions such as extreme topography may require a larger setback. Sideyard houses are not permitted on in-fill sites abutting existing all-yard houses.
2. A detached garage may be located only in the rear yard. Attached garages are not permitted on sideyard houses.
3. Points of permitted rear access to parking indicated by arrow.
4. Main pedestrian access to the building is from the street. Secondary access may be from parking areas.
5. For buildings set up to the sidewalk, balconies and upper level bay windows may encroach over the sidewalk up to 5'.
6. For buildings set back from the sidewalk, balconies, stoops, stairs, open porches, bay windows, and, and awnings are permitted to encroach into the front setback area up to 5'.
7. Commercial Use in a Detached House (NR district) shall comply with the following:
a. Parking shall be located in the side or rear yards only. If provided in the side yards, the parking area shall not exceed 25% of the frontage line and shall not be in the yards adjacent to a street.
b. Parking areas on adjacent mixed use lot shall be connected wherever practical.
c. Trash containers shall be located in the rear yard. If adjacent to existing single family residential uses, trash containers shall be limited to residential related containers only (no dumpsters).
d. Mechanical equipment at ground level shall be placed on the parking lot side of the building away from buildings on adjacent sites and shall be screened from view by an opaque screen.
8. Mechanical equipment shall not encroach into any required setback.

Special Conditions:

1. The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
2. Corner: Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
3. Within the limits described, these regulations apply to all houses built on public streets. For detached homes on large lots accessed by a private drive in Rural Neighborhoods, building placement and site planning will be dictated by landscape features and landscape preservation.

4-11

ARTICLE 4

BUILDING AND LOT TYPES

Lot Type / Attached House

Building Placement/Parking/Vehicle Access

Diagram illustrating Lot Type "A" Detached Garage. The lot is 25' wide. The house is 10' wide. The sidewalk is 5' wide. The street is 10' wide. The ROW is 10' wide. The location varies.

Encroachment/Pedestrian Access

Diagram illustrating Lot Type "B" Attached Garage. The lot is 25' wide. The house is 10' wide. The sidewalk is 5' wide. The street is 10' wide. The ROW is 10' wide. The location varies.

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.

Description:

The attached house is a rowhouse, a townhouse, or a duplex. Traditional southern homes in Savannah and Charleston provide the historic model. Dilworth Crescent in Charlotte provides a good contemporary example. Generally, building plans will have narrow frontages with the plan depth being greater than its width. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

4-12

ARTICLE 4

BUILDING AND LOT TYPES

Building Type / Attached House

Permitted Height and Uses

Diagram illustrating Building Type / Attached House. The lot is 25' wide. The house is 10' wide. The sidewalk is 5' wide. The street is 10' wide. The ROW is 10' wide. The location varies.

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 600 square feet.

Three photographs of attached houses in different styles and settings.

1. For buildings set up to the sidewalk, balconies and upper level bay windows are permitted to encroach over the sidewalk area up to 5'.
2. For buildings set back from sidewalk, balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into the front setback area up to 5'.
3. Main pedestrian access to the building is from the street (indicated by larger arrow). Secondary access may be from parking areas (indicated by smaller arrow).
4. Decks must be constructed only in an established rear yard and are permitted to encroach into the rear setback up to 15'.
5. Mechanical equipment shall not encroach into any required setback.

Special Conditions:

1. The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
2. Corner: Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
3. Front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity.

4-13

BOLTON & MENK

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NVR, Inc.

9920 Kincey Ave Ste 200
Huntersville, NC 28078

EVERETTE KEITH
RESIDENTIAL
REZONING
11430 Dogwood Ln
Huntersville, NC 28078

BUILDING AND LOT
TYPES

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF POINTS, LOTS, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
4896

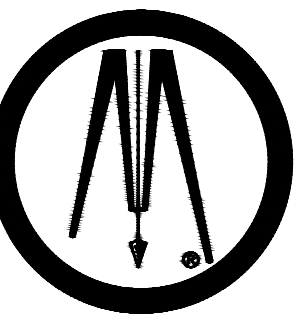
REVISIONS:

08/01/2024

**PRELIMINARY
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DATE: 08/01/2024
DESIGNED BY: BMI
DRAWN BY: BMI
CHECKED BY:

RZ-207



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ARCHITECTURAL
ELEVATIONS

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS,
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PROJECT NO:
4896

REVISIONS:



50.01' + 100' LOTS



50.01' + 100' LOTS



50.01' + 100' LOTS



ATTACHED RESIDENTIAL



27' COTTAGE LOTS



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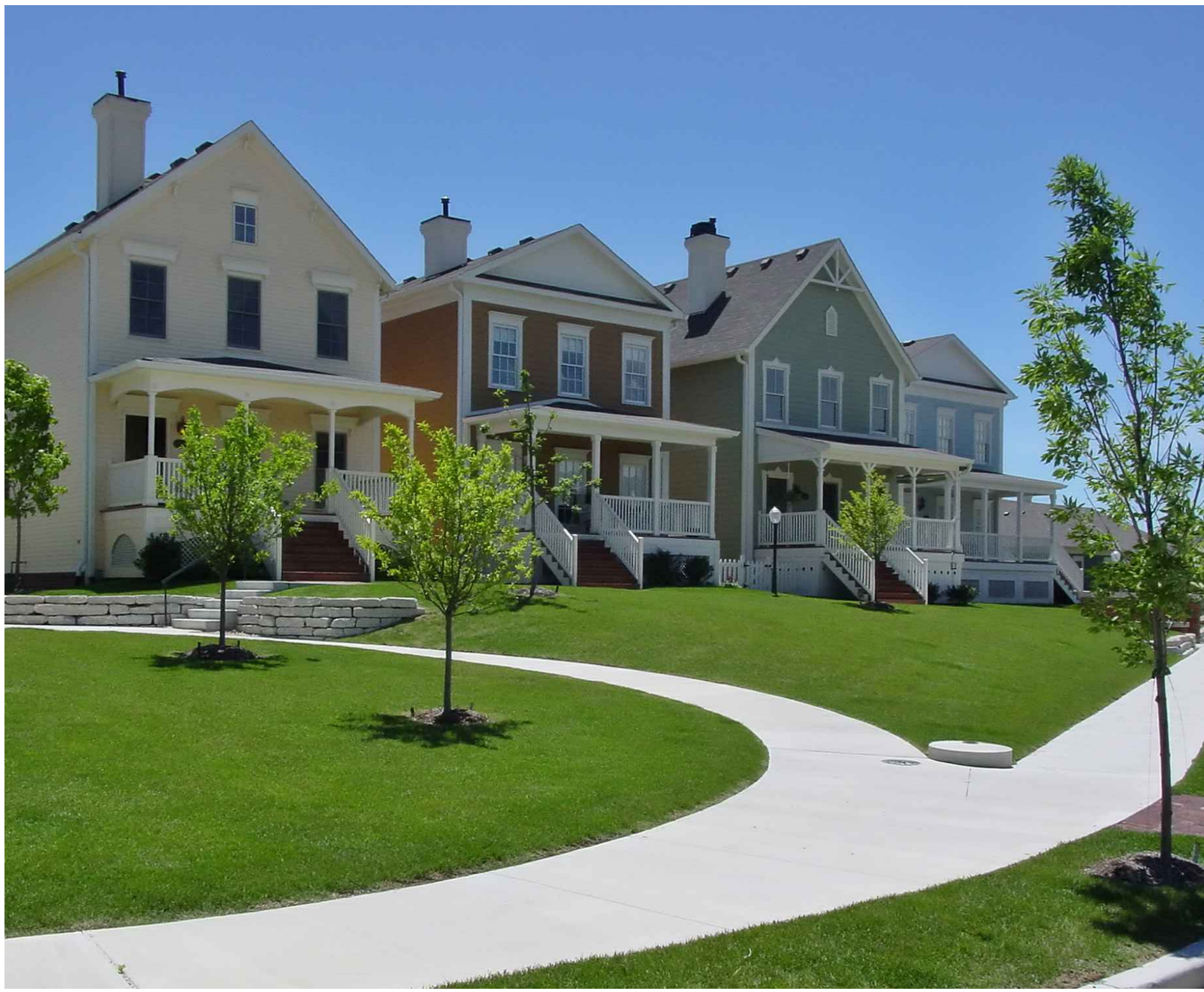
RZ-208



URBAN OPEN SPACE - GREEN



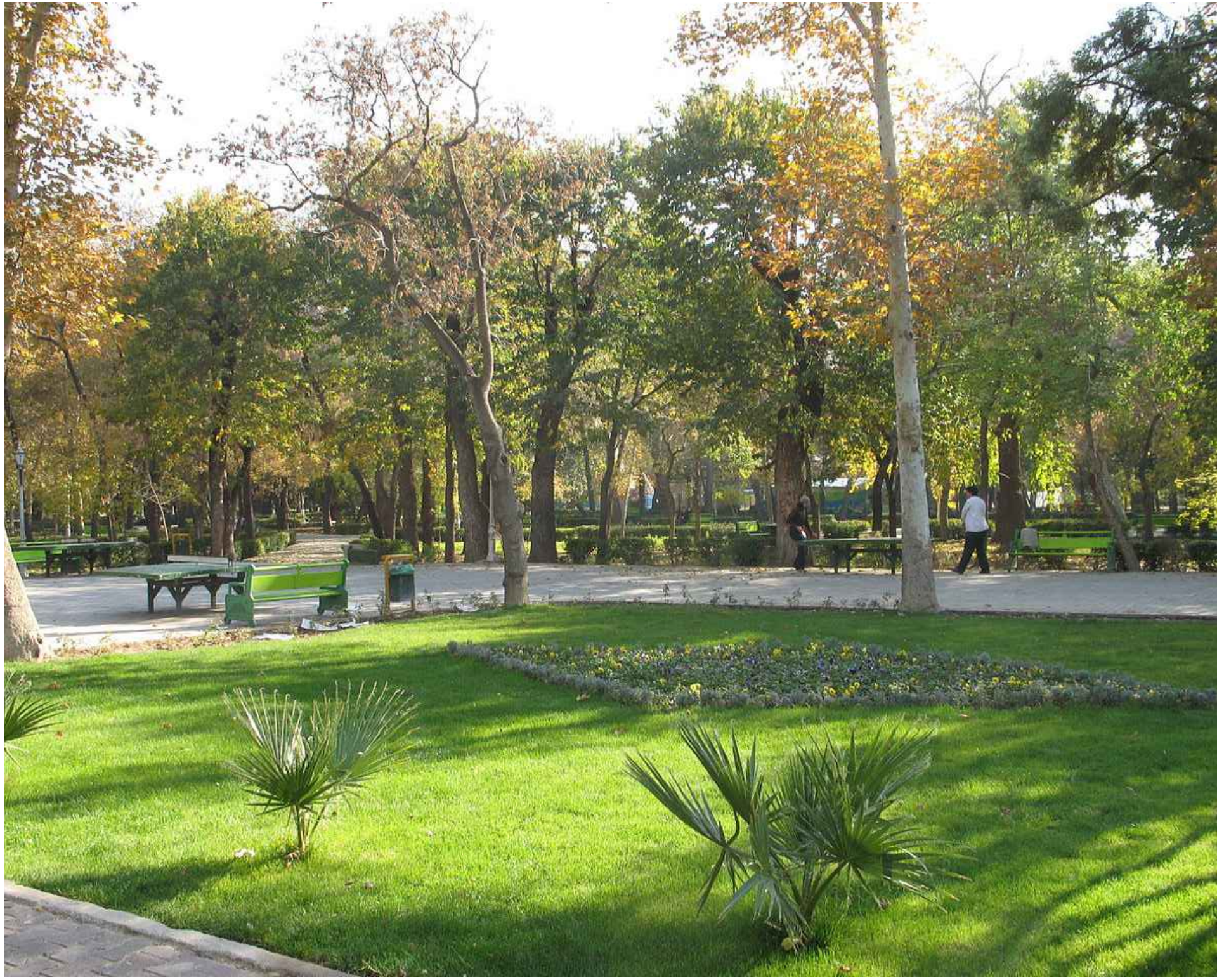
URBAN OPEN SPACE - GREEN



URBAN OPEN SPACE - GREEN



URBAN OPEN SPACE - GREEN



URBAN OPEN SPACE - GREEN



URBAN OPEN SPACE - PARK



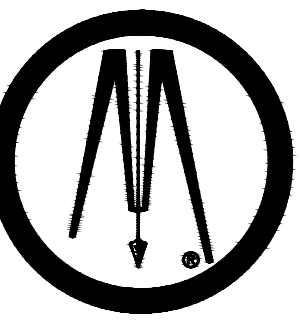
URBAN OPEN SPACE - PARK



URBAN OPEN SPACE - MULTI-PURPOSE PATH



URBAN OPEN SPACE - MULTI-PURPOSE PATH



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OPEN SPACE DESIGN
INTENT

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS,
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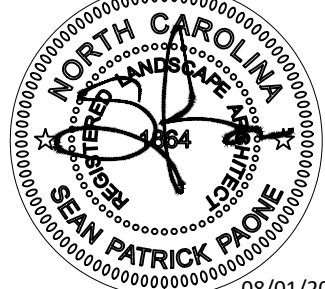
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REVISIONS:

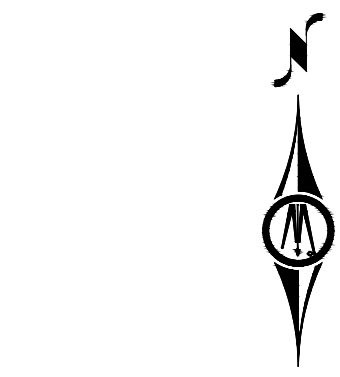
DEVELOPMENT SUMMARY

PROJECT NAME: EVERETTE KEITH RESIDENTIAL
REZONING: 01916129, 01916201, 01916202
PARCEL NUMBER: \$106 AC
SITE ACREAGE: RESIDENTIAL, VACANT
EXISTING USE: SINGLE FAMILY ATTACHED RESIDENTIAL
PROPOSED USE: SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT: TR
PROPOSED ZONING DISTRICT: NVR-CD

NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON
SHEET RZ-206.



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CHECKED BY:

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SURVEY ISSUE DATE 12/05/2023. PROVIDED BY AVOIMAGE
MAPPING SERVICES, INC LOCATED AT 4600 LEBANON ROAD,
SUITE E CHARLOTTE, NC 28277.

LEGEND

<u>SYMBOL</u>	
	PARCEL LINE / PARCEL BOUNDARY
	TR ZONING: ± 107 ACRES PROPOSED NR-CD ZONING

NVR, Inc.

920 Kincey Ave Ste 200
Huntersville, NC 28078

EVERETTE KEITH
RESIDENTIAL
REZONING

1430 Dogwood Ln
Muntersville, NC 28078

ZONING MAP

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS, UTILITY LINES, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
896

REVISIONS:

DEVELOPMENT SUMMARY

PROJECT NAME: EVERETTE KEITH RESIDENTIAL
REZONING
PARCEL NUMBER: 01916129, 01916201, 01916202
SITE ACREAGE: ±106 AC
EXISTING USE: RESIDENTIAL, VACANT
PROPOSED USE: SINGLE FAMILY ATTACHED RESIDENTIAL
SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT: TR
PROPOSED ZONING DISTRICT: NR-CD
NOTE: FULL DEVELOPMENT SUMMARY AND ZONING NOTES LOCATED ON
SHEET RZ-206.

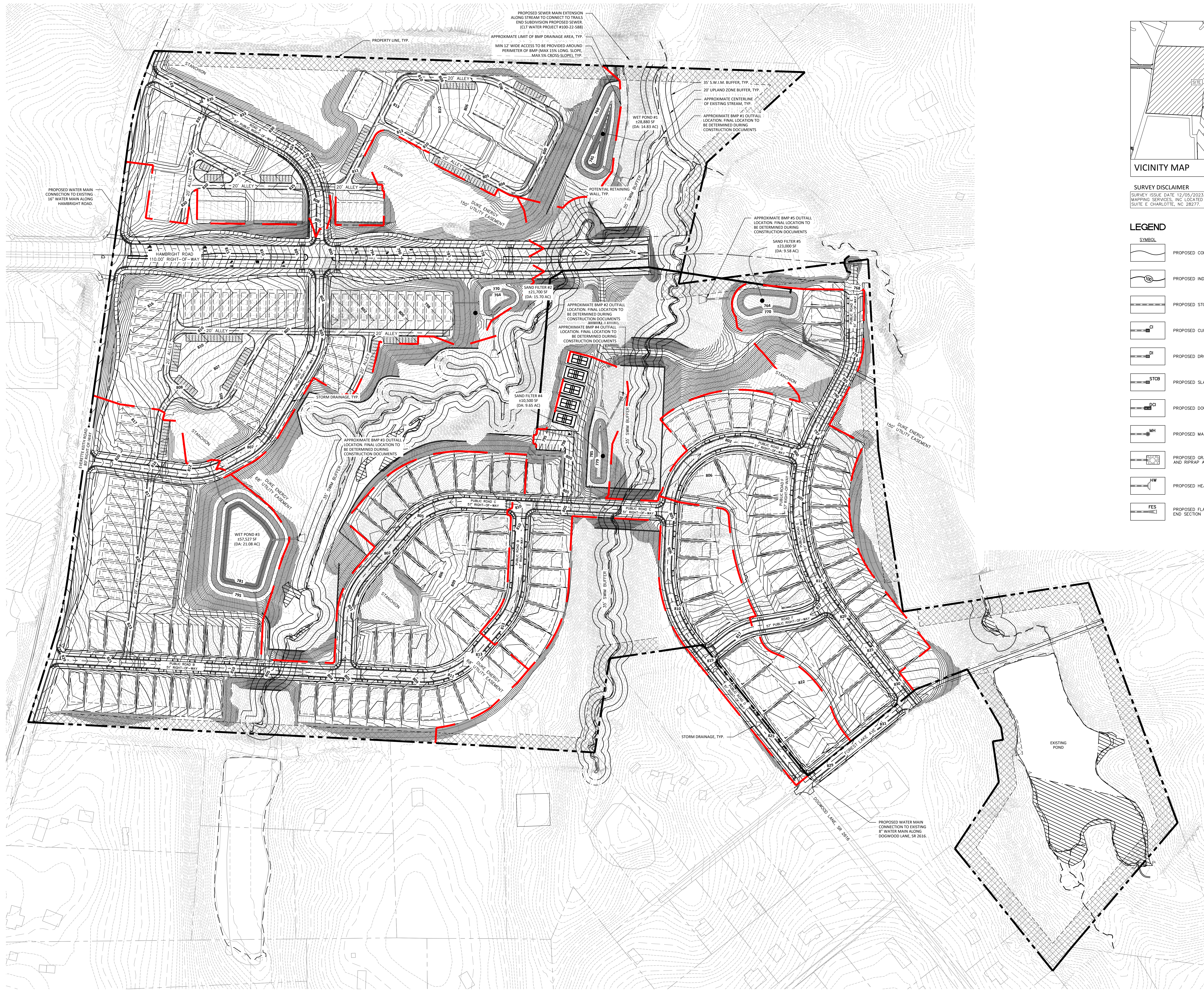


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RZ-210





VICINITY MAP

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LEGEND

SYMBOL	DETAIL
	PROPOSED CONTOUR
	PROPOSED INDEX CONTOUR
	PROPOSED STORM DRAINAGE
	PROPOSED CURB INLET
	PROPOSED DROP INLET
	PROPOSED SLAB TYPE CATCH BASIN
	PROPOSED DOUBLE CURB INLET
	PROPOSED MANHOLE
	PROPOSED GRAVEL AND RIPRAP APRON
	PROPOSED HEAD WALL
	PROPOSED FLARED END SECTION

PROPOSED WATER MAIN CONNECTION TO EXISTING 16" WATER MAIN ALONG HAMBRIGHT ROAD.	PROPOSED WATER MAIN CONNECTION TO EXISTING 8" WATER MAIN ALONG DOGWOOD LANE, SR 2616.
---	---



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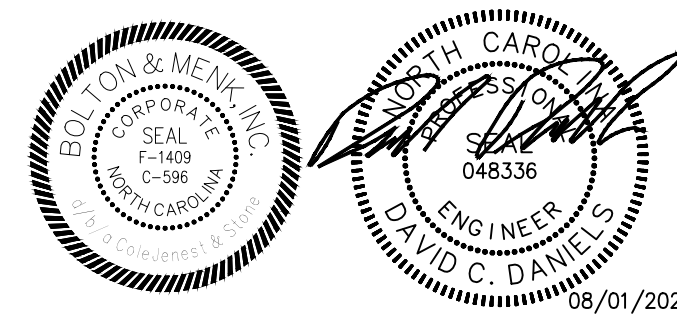
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**GRADING AND
DRAINAGE PLAN**

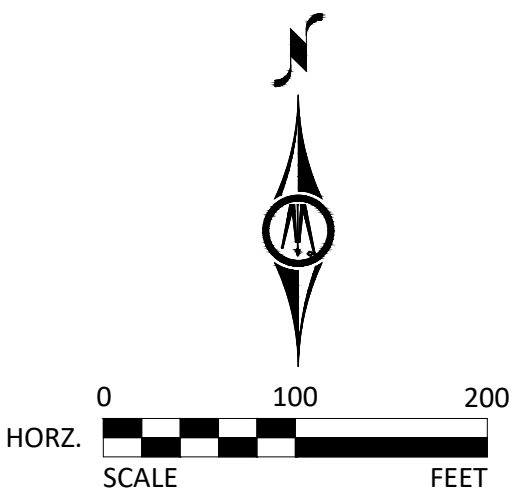
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PROJECT NO:
4896

REVISIONS:



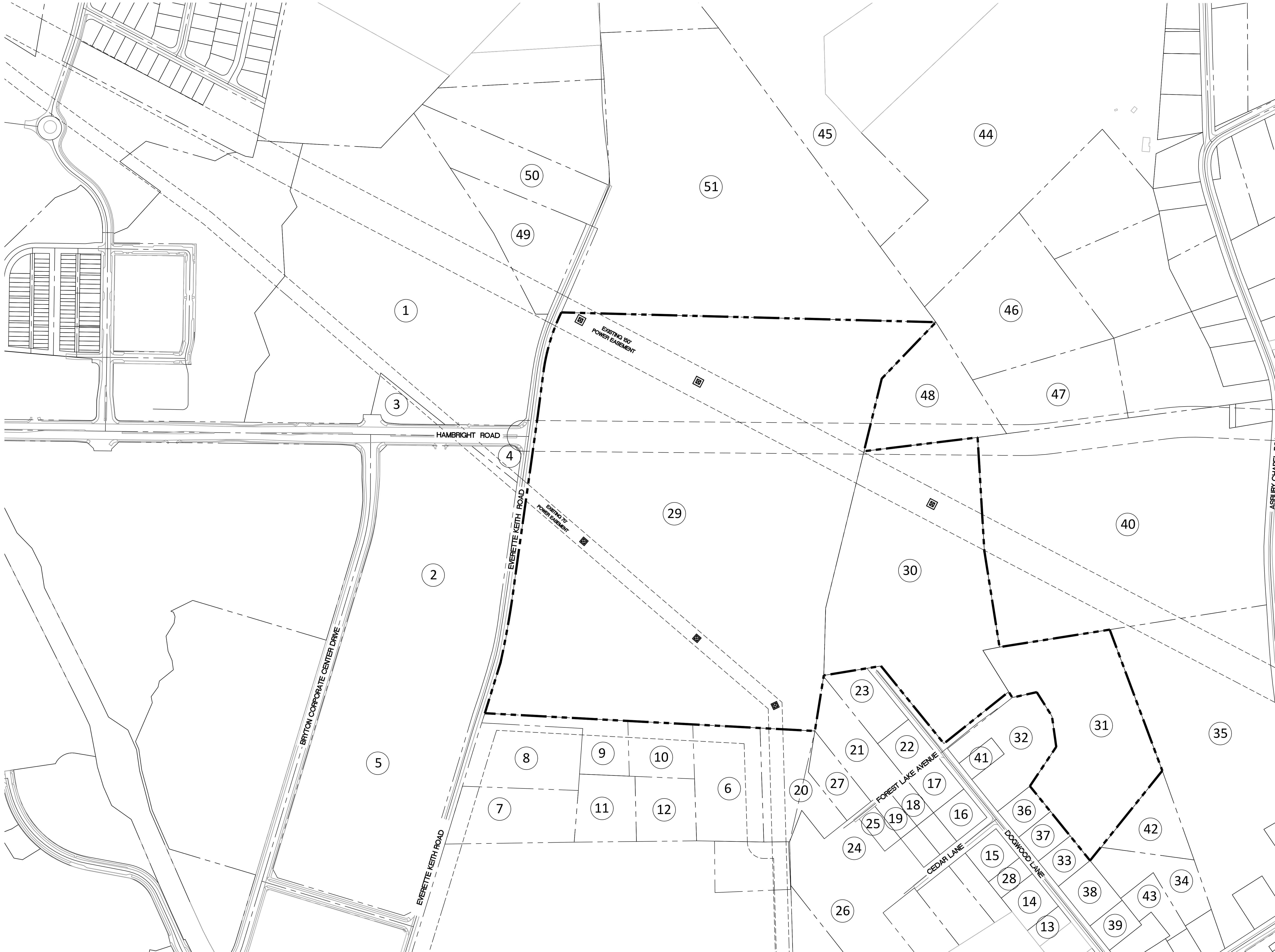
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DRAWN BY:	BMI
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RZ-300

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**ADJACENT PARCELS
& ZONING
INFORMATION**

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PROJECT NO:
4896

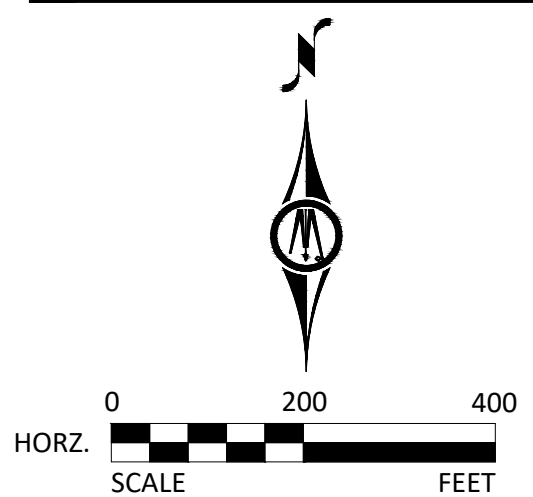
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- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

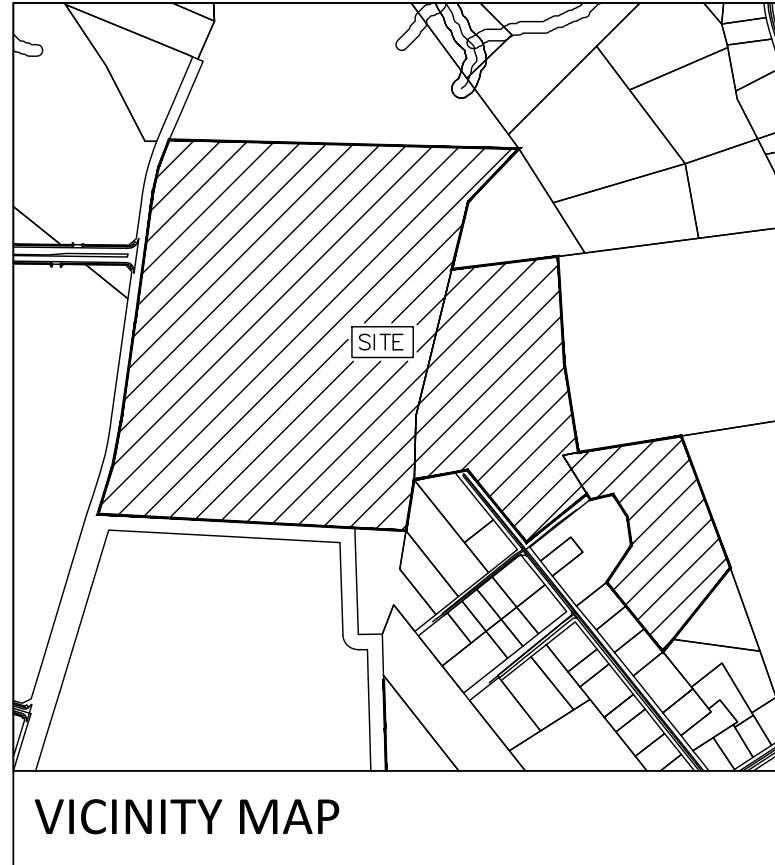


RZ-400

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	PARCEL ID	OWNER NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE	PROPERTY ADDRESS	DEED BOOK	DEED PAGE
1	01911140	THE VIEWS AT BRYTON LLC,	1400 W NORTHWOOD ST GREENSBORO NC 27408	GREENSBORO	NC	27408	HAMBRIGHT RD HUNTERSVILLE	37466	608
2	01913105	PR II/FOUNDRY BRYTON INDUSTRIAL LLC,	2151 HAWKINS ST STE 1000 CHARLOTTE NC 28203	CHARLOTTE	NC	28203	10708 BRYTON CORPORATE CENTER DR HUNTERSVILLE	32344	513
3	01913177	THE VIEWS AT BRYTON LLC,	1400 W NORTHWOOD ST GREENSBORO NC 27408	GREENSBORO	NC	27408	HAMBRIGHT RD HUNTERSVILLE	37466	608
4	01913178	PR II/FOUNDRY BRYTON INDUSTRIAL LLC,	2151 HAWKINS ST SUITE 1000 CHARLOTTE NC 28203	CHARLOTTE	NC	28203	HAMBRIGHT RD HUNTERSVILLE	32344	513
5	01913192	PR II/FOUNDRY BRYTON INDUSTRIAL LLC,	2151 HAWKINS ST SUITE 1000 CHARLOTTE NC 28203	CHARLOTTE	NC	28203	10622 BRYTON CORPORATE CENTER DR HUNTERSVILLE	32344	513
6	01915102	SHAW, DANA ARCHER SHAW, BARRY GENE	11336 EVERETTE KEITH RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	EVERETTE KEITH RD UNINC	06435	066
7	01915121	PATRICIA KEITH, JENKINS, NELSON H	11204 EVERETT KEITH RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	EVERETTE KEITH RD UNINC	04147	584
8	01915122	KEITH, BARBARA A KEITH, FURMAN B	11226 EVERETT KEITH RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	EVERETTE KEITH RD UNINC	04147	587
9	01915132	KEITH, FURMAN B	11226 EVERETT KEITH RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	EVERETTE KEITH RD UNINC	05885	222
10	01915137	JENKINS, NELSON H KEITH-JENKINS, PATRICIA	11322 EVERETTE KEITH RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	EVERETTE KEITH RD UNINC	34082	641
11	01915143	PATRICIA KEITH, JENKINS, NELSON H	202 BUTCH BRANCH RD UNION GROVE NC 28689	UNION GROVE	NC	28689	EVERETTE KEITH RD UNINC	05885	236
12	01915145	JENKINS, NELSON BRITT	11216 EVERETT KEITH RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	EVERETTE KEITH RD UNINC	11056	685
13	01916105	ACKERMANN, KEATON TRAGNI, GRANT	11109 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11109 DOGWOOD LN UNINC	38292	180
14	01916106	MARRE, MITCH MARRE, SHEREE DOSS	11201 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11201 DOGWOOD LN UNINC	25054	053
15	01916107	BERNARD, LORI J BERNARD, ALLAN	11217 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11217 DOGWOOD LN UNINC	33430	418
16	01916114	WORRELL, CHRISTY MCCOY	11309 DOGWOOD LN CHARLOTTE NC 28216	CHARLOTTE	NC	28216	11309 DOGWOOD LN UNINC	38304	464
17	01916115	GANT, EVELYN L GANT, VICKIE GANT, EVELYN GANT, JOHN H	11325 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11325 DOGWOOD LN UNINC	29285	996
18	01916116	GANT, EVELYN L GANT, VICKIE GANT, JOHN H GANT, EVELYN A	11325 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11006 FOREST LAKE AV UNINC	29285	996
19	01916117	FLINT, DIANA RENEE	10930 FOREST LAKE AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	10930 FOREST LAKE AV UNINC	21967	212
20	01916118	DUKE POWER CO, ATTN: TAX DEPT - PB05B	422 S CHURCH ST CHARLOTTE NC 28242	CHARLOTTE	NC	28242	10911 FOREST LAKE AV UNINC	03007	135
21	01916119	PRICE, JAMES LLOYD JR SUSAN MYERS,	11001 FOREST LAKE AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11001 FOREST LAKE AV UNINC	03762	963
22	01916120	TURNER, BONNIE TURNER, THOMAS WILSON	11017 FOREST LAKE AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11017 FOREST LAKE AV UNINC	01931	211
23	01916121	PRICE, JAMES LLOYD JR	11001 FOREST LAKE AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11425 DOGWOOD LN UNINC	04147	007
24	01916122	MARTINEZ, CELINA A CASTANON	10920 FOREST LAKE AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	10910 FOREST LAKE AV UNINC	32954	789
25	01916124	MARTINEZ, CELINA A CASTANON	10920 FOREST LAKE RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	10920 FOREST LAKE AV UNINC	32954	789
26	01916125	C/O DATA & DOCUMENT MANAGEMENT, DUKE ENERGY CAROLINAS LLC,	550 SOUTH TRYON ST DEC 22A CHARLOTTE NC 28202	CHARLOTTE	NC	28202	EASTFIELD RD UNINC	32662	886

	PARCEL ID	OWNER NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE	PROPERTY ADDRESS	DEED BOOK	DEED PAGE
27	01916126	PRICE, JAMES LLOYD JR	11001 FOREST LAKE AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	10916 FOREST LAKE AV UNINC	05203	118
28	01916128	BLACK, KNITA LOVETTE	11211 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11211 DOGWOOD LN UNINC	33548	185
29	01916129	FLAMINGO FARMS LLC, CLOER FAMILY HOLDINGS LLC,	5512 MANNING RD CHARLOTTE NC 28269	CHARLOTTE	NC	28269	11618 EVERETTE KEITH RD UNINC	38363	897
30	01916201	THORE, DONNA K	11125 FOREST LAKE AVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11125 FOREST LAKE AV UNINC	04654	231
31	01916202	ROWLAND, BETTY J ROWLAND, WILLIAM A	5968 KIRKPATRICK RD CHARLOTTE NC 28211	CHARLOTTE	NC	28211	FOREST LAKE AV UNINC	03453	185
32	01916203	CAROLINA REVAMP INC,	3241 PINCTUCK LN ROCK HILL SC 29730	ROCK HILL	SC	29730	11316 DOGWOOD LN UNINC	38346	269
33	01916204	HAMMILL, BENJAMIN SCHERMER HAMMILL, LAUREN ANN NATALE	11106 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11106 DOGWOOD LN UNINC	33595	631
34	01916208	CASTILLO, JOSE A	11227 EASTFIELD RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	EASTFIELD RD UNINC	10959	687
35	01916210	BCCA PROPERTIES LLC,	10700 ASBURY CHAPEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	10700 ASBURY CHAPEL RD UNINC	36253	607
36	01916213	PETITGOUT, JAMES EDWARD REBECCA LOSEE,	11216 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11216 DOGWOOD LN UNINC	06025	531
37	01916214	CUNNINGHAM, KAREN M	11200 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11200 DOGWOOD LN UNINC	37842	28
38	01916215	WINTER, EDWARD J III WINTER, ROSEMARY T	11100 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11100 DOGWOOD LN UNINC	12664	221
39	01916216	MCGRAW, SCOTT ALTON STEWART, JOHN ALTON STEWART, JAMIE SEAFORD STEWART, BRENDA MCGRAW	11018 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	DOGWOOD LN UNINC	32560	700
40	01916217	RUDD, RICHARD L RUDD, LINDA C	PO BOX 2339 CORNELIUS NC 28031	CORNELIUS	NC	28031	10821 ASBURY CHAPEL RD UNINC	10885	494
41	01916221	FERRER, CARLOS	11316 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11316 DOGWOOD LN UNINC	38109	644
42	01916223	BCCA PROPERTIES LLC,	10700 ASBURY CHAPEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	EASTFIELD RD UNINC	36253	607
43	01916224	STEWART, SCOTT ALTON MCGRAW STEWART, JAMIE SEAFORD	11012 DOGWOOD LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11012 DOGWOOD LN UNINC	25984	663
44	01917104	SHEA HOMES CAROLINA LLC,	10130 PERIMETER PKWY STE 300 CHARLOTTE NC 28216	CHARLOTTE	NC	28216	11301 TRAILS END LN UNINC	38414	821
45	01917106	SITTON, MARION D SITTON, GARY DAVID	626 N MAIN ST DAVIDSON NC 28036	DAVIDSON	NC	28036	12100 EVERETTE KEITH RD UNINC	04559	919
46	01917130	HOGAN, THOMAS J HOGAN, JULIE P	11203 ASBURY CHAPEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11203 ASBURY CHAPEL RD UNINC	18255	892
47	01917131	SWANGER, ERIC DAVID MARLA DENISE,	11109 ASBURY CHAPEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11109 ASBURY CHAPEL RD UNINC	07965	295
48	01917132	GILDER, CANDY P GILDER, WARREN M	11113 ASBURY CHAPEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11113 ASBURY CHAPEL RD UNINC	07852	092
49	01932102	DAIUTOLO, MICHELLE M DAIUTOLO, ERIC T	12422 LARYE LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11737 EVERETTE KEITH RD UNINC	38092	170
50	01932103	SOURIYAMATH, BOUNTHANH SOURIGN AMATH, THANONGCHIT DARASA VATH, AKHOM	86 BOKUM RD OLDSAYBROOK CT 06475	OLDSAYBROOK	CT	06475	11801 EVERETTE KEITH RD UNINC	05715	954
51	01932108	KERR L W LIMITED PARTNERSHIP,	7419 SAMPLE RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	11898 EVERETTE KEITH RD UNINC	10944	080



SURVEY DISCLAIMER
SURVEY ISSUE DATE 12/05/2023. PROVIDED BY AVOIMAGE MAPPING SERVICES, INC. LOCATED AT 4600 LEBANON ROAD, SUITE E CHARLOTTE, NC 28277.



BOLTON & MENK
1801 N. GRAHAM ST SUITE 320
CHARLOTTE, NORTH CAROLINA 28206
Phone: (704) 376-1555
Email: charlotte@bolton-menk.com
www.bolton-menk.com

NVR, Inc.

9920 Kincey Ave Ste 200
Huntersville, NC 28078

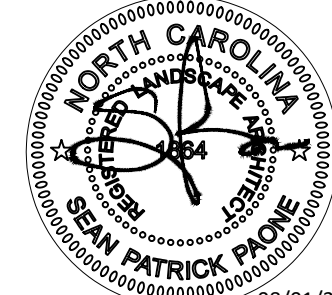
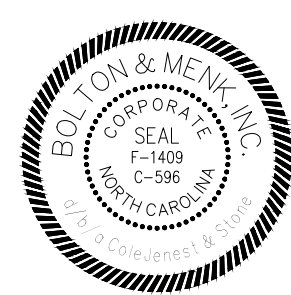
**EVERETTE KEITH
RESIDENTIAL
REZONING**
11430 Dogwood Ln
Huntersville, NC 28078

**ADJACENT PARCELS
& ZONING
INFORMATION**

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS, LOTS, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
4896

REVISIONS:



**PRELIMINARY
NOT FOR
CONSTRUCTION**



- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

DATE: 08/01/2024
DESIGNED BY: BMI
DRAWN BY: BMI
CHECKED BY:

RZ-401



1801 N. GRAHAM ST SUITE 320
CHARLOTTE, NORTH CAROLINA 28206
Phone: (704) 376-1555
Email: charlotte@bolton-menk.com
www.bolton-menk.com

NVR, Inc.

9920 Kinsey Ave Ste 200
Huntersville, NC 28078

EVERETTE KEITH
RESIDENTIAL
REZONING

11430 DUGWOOD LN
Huntersville, NC 28078

EMERGENCY
VEHICLE ACCESS

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS, LOTS, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:
4896

REVISIONS:

A map of the town of Buxton, showing the location of the proposed development site. The site is a large, irregularly shaped area shaded with diagonal lines and labeled 'SITE'. It is situated in the central part of the town, adjacent to a road network. The map shows various streets and building footprints, with the site area being a prominent feature.

VICINITY MAP

SURVEY DISCLAIMER

SURVEY ISSUE DATE 12/05/2023. PROVIDED BY AVOIMAGE
MAPPING SERVICES, INC LOCATED AT 4600 LEBANON ROAD,
SUITE E CHARLOTTE, NC 28277.

LEGEND

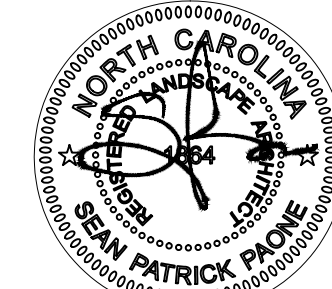
SYMBOL

 ZONING BOUNDARY

 SCHEMATIC BUILDING FOOTPRINTS

DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL
PARCEL NUMBER:	REZONING
SITE ACREAGE:	01916129, 01916201, 01916202
EXISTING USE:	±106 AC
PROPOSED USE:	RESIDENTIAL, VACANT
EXISTING ZONING DISTRICT:	SINGLE FAMILY ATTACHED RESIDENTIAL
PROPOSED ZONING DISTRICT:	SINGLE FAMILY DETACHED RESIDENTIAL
NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.	TR
	NR-CD



08/01/2024

PRELIMINARY
NOT FOR
CONSTRUCTION



A horizontal scale bar with a black and white checkered pattern. The top is labeled with '0', '100', and '200'. The left side is labeled 'HORZ.' and the right side is labeled 'FEET'. Below the bar, the word 'SCALE' is centered.

DATE: 08/01/2024

DESIGNED BY: BMI

DRAWN BY: BMI

CHECKED BY: _____

RZ-500

© Bolton & Menk, Inc. 2024, All Rights Reserved
H:\CJS_PR\4896\CAD\C3D\3_Sheets\4896RZ500.dwg 8/1/2024 10:49:27 PM



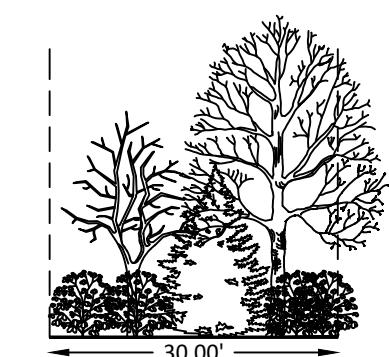
30' + 40' + 50' LANDSCAPE BUFFER REQ.

TREES REQUIRED:
3 TREES PER 1,000 SF
25% LARGE MATURING TREES
25% SMALL MATURING TREES
25% EVERGREEN TREES

SHRUBS REQUIRED:
10 SHRUBS PER 1,000 SF
100% EVERGREEN

TREES PROVIDED:
3 TREES PER 1,000 SF
33% LARGE MATURING
33% SMALL MATURING
33% EVERGREEN

SHRUBS PROVIDED:
10 SHRUBS PER 1,000 SF
100% EVERGREEN



30' LANDSCAPE BUFFER SECTION

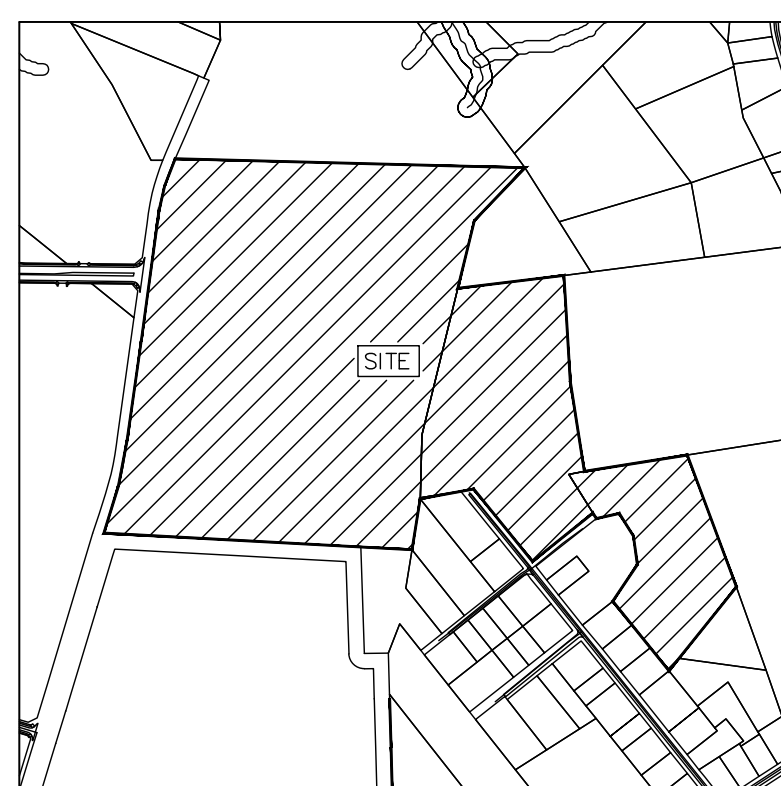


40' LANDSCAPE BUFFER SECTION



50' LANDSCAPE BUFFER SECTION

LOT SIZE	REQUIRED NUMBER OF CANOPY TREES
LESS THAN 10,000 SQ./FT.	1 FRONT YARD, 1 REAR YARD
10,000-15,000 SQ./FT.	1 FRONT YARD, 2 REAR YARD
15,001 - 20,000 SQ./FT.	2 FRONT YARD, 2 REAR YARD
MORE THAN 20,000 SQ./FT.	3 FRONT YARD, 3 REAR YARD



VICINITY MAP

SURVEY DISCLAIMER
SURVEY ISSUE DATE: 12/05/2023. PROVIDED BY AVOIIMAGE MAPPING SERVICES, INC. LOCATED AT 4600 LEBANON ROAD, SUITE E CHARLOTTE, NC 28277.

LEGEND

- SYMBOL**
- PARCEL LINE / PARCEL BOUNDARY
 - LANDSCAPE BUFFER (VARYING SIZES)
 - PROPOSED SMALL MATURING TREE
 - PROPOSED LARGE MATURING CANOPY TREE
 - EXISTING SPECIMEN TREE
 - MULTI-USE PATH
 - EXISTING TREE LINE

DEVELOPMENT SUMMARY

PROJECT NAME: EVERETTE KEITH RESIDENTIAL REZONING

PARCEL NUMBER: 01916129, 01916201, 01916202

SITE ACREAGE: ±106 AC

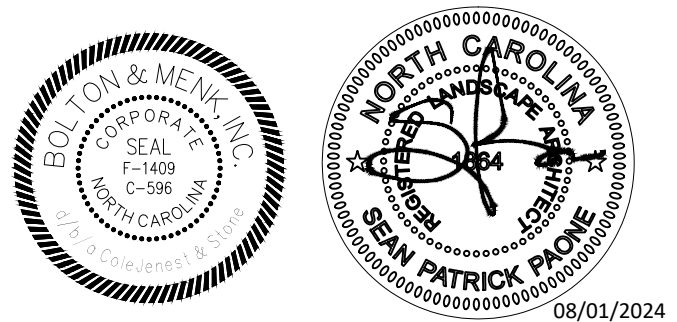
EXISTING USE: RESIDENTIAL, VACANT

PROPOSED USE: SINGLE FAMILY ATTACHED RESIDENTIAL
SINGLE FAMILY DETACHED RESIDENTIAL

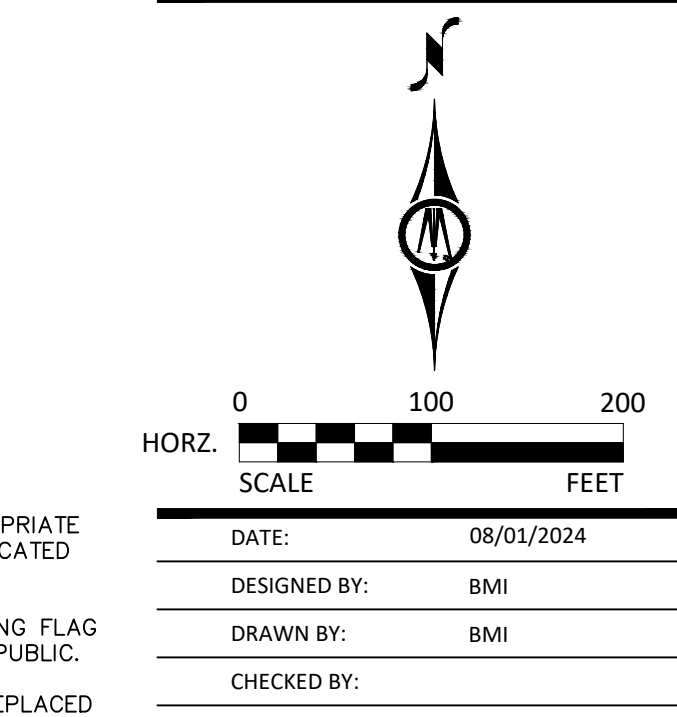
EXISTING ZONING DISTRICT: TR

PROPOSED ZONING DISTRICT: NR-CD

- NOTE:**
- FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.
 - TREE LOCATIONS ARE SUBJECT TO CHANGE DURING CONSTRUCTION PLAN REVIEW PHASE TO SATISFY THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL.
 - ALL LANDSCAPED BUFFERS TO BE SUPPLEMENTED WHERE EXISTING VEGETATION NOT SUFFICIENT.
 - PARKING LOTS, WHEN LOCATED ALONG A PUBLIC STREET SHALL BE SCREENED PER TOWN ORDINANCES.



**PRELIMINARY
NOT FOR
CONSTRUCTION**



RZ-600



General Application Owner/Applicant Signature Addendum

Application Information

Date of Application 08/01/24 EPM Number _____
 Name of Project Everette Keith Residential Phase # (if subdivision) _____
 Parcel Identification Number(s) (PIN) 01916129, 01916201, 01916202

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

* ^ Printed Name of Signer Flamingo Farms LLC Phone Number 828-215-1305
☐ 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  dotloop verified
07/18/24 10:18 AM EDT
KT7G-F8MA-1DRD-CMS0
 Title _____ Email theflamingofarms@gmail.com
 Address of Property Owner/Applicant 64 Coleman Ave Asheville, NC 28801

* ^ Printed Name of Signer Donna K Thore Phone Number 704-634-0172
☐ 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  dotloop verified
07/18/24 10:50 AM EDT
HQWD-H5FX-UIRI-W1TI
 Title _____ Email thomasathore@bellsouth.net
 Address of Property Owner/Applicant 11125 Forest Lake Ave Huntersville, NC 28078

* ^ Printed Name of Signer Betty J Rowland Phone Number 704-451-2600
☐ 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  dotloop verified
07/18/24 10:16 AM EDT
EYXA-VIKV-F7TS-WKR2
 Title _____ Email beejay.rowland@gmail.com
 Address of Property Owner/Applicant 5968 Kirkpatrick Rd Charlotte, NC 28211

* 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.



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 08/01/2024

Name of Project Everette Keith Residential Phase # (if subdivision) _____

Project Address 11430 Dogwood Ln

Parcel Identification Number(s) (PIN) 01916129, 01916201, 01916202

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

Property Size (acres) 106 Acres Street Frontage (feet) 2000

Current Land Use Residential, Vacant

Proposed Land Use(s) Single Family Attached Residential and Single Family Detached Residential

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

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

Requesting conditional zoning map amendment (rezoning) to allow for a residential development on approximately 106 acres within the Town's ETJ limits.

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>.

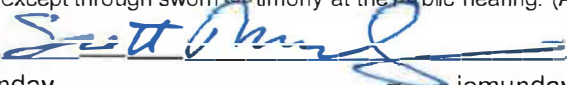
5. Outside Agency Information

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 NVR, Inc. Phone (864)710-3989
☒ 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 Scott Munday Email jemunday@nvrinc.com

Address of Applicant 13924 Professional Center Drive #100 Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name Cloer Family Holdings LLC (John G Cloer deceased with Thad Cloer, Anna Josey, and Edwin Cloer assuming management) Phone 704-472-6847
☐ 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)

	dotloop verified 08/05/24 4:07 PM EDT BIMN-TOKU-TSKQ-EX8M		dotloop verified 08/05/24 2:23 PM EDT ASRC-PGFF-7WHG-RYZS		dotloop verified 08/05/24 1:29 PM EDT YVOL-00J8-WKNI-KITR
Title <u>Thad Cloer</u>		Email <u>Anna Josey</u>			<u>Edwin Cloer</u>

Address of Property Owner 5512 Manning Rd Charlotte, NC 28269

* 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

NVR, Inc.	Scott Munday	(864)710-3989	jemunday@nvrinc.com
Development Firm	Name of Contact	Phone	Email
Bolton & Menk	Sean Paone	(704)293-6338	sean.paone@bolton-menk.com
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
---	--



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: Scott Munday, NVR, Inc.

Project Name: Everett Keith Residential

Project Address: Hambright Road & Everett Keith Road

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

288 multifamily units, 267 townhomes, 47 single family homes

Applicant

Printed Name Scott Munday Phone 864-710-3989

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

Signature Scott Munday

Title Land Entitlement Manager Email jemunday@nvrinc.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 11/7/23

Daily Trips Anticipated 4,409

Peak Hour Trips Anticipated AM 282 PM 349

TIA Required (Yes/No) Yes

Date of Determination: 11/7/23

Comments: Determination based on 47 single family detached housing units, 267 single family attached housing units, 288 multifamily (low-rise) housing units.

EVERETTE KEITH RESIDENTIAL COMMUNITY MEETING REPORT

Petitioner: NVR, Inc.

Rezoning Petition No. R24-07

Community Meeting Time/Date/Location – Monday, December 2, 2024, 5:00 P.M at Town of Huntersville Arts and Cultural Center

Community Meeting Notifications

Neighboring individuals and organizations, as identified by the Town of Huntersville, were mailed written notices of the date and time of the Community Meeting on November 25, 2024.

Community Meeting Presenters

The Community Meeting presenters included Application Petitioner Scott Munday and Nicole Frambach of NVR, Inc. and Petitioner Representative Sean Paone of Bolton & Menk. Inc.

Community Meeting Attendees

The following individuals attended the Community Meeting:

Brad Priest (Town of Huntersville Assistant Planning Director)

Nick Walsh (Town of Huntersville Town Board Member)

Attendees per the attached Sign-In Roster

This Community Meeting Report is being filed with the Town of Huntersville Planning Department.

Community Meeting Summary

The Petitioner's representatives provided a presentation during the Community Meeting.

Sean Paone led off the meeting with introductions of the petitioner and petitioner's representatives.

Sean Paone utilized an aerial image/master plan rendering of the area to identify the specific property associated with this petition and provided contextual markers such as surrounding streets, and the existing commercial and industrial developments to give reference of the site's location.

Next, Sean Paone spoke to the existing and proposed zoning of the site utilizing an aerial image with color overlays indicating zoning classification.

Sean Paone then went through the proposed site plan outlining the total rezoning acreage, proposed zoning, and proposed residential units. He then showed enlargements speaking about the various Urban Open Space areas identified throughout the site to create a network of spaces.

The Community Meeting was then devoted to a question, answer and comment session. Set out below is a summary of the questions provided by the attendees and responses to the comments and concerns that were expressed at the meeting.

Question/Answer

Q. Are the roads shown on the plan existing or proposed?

A. The roads on the plan are proposed except for Everett Keith Rd, Dogwood Lane, and Forest lake Avenue.

Q. Will there be a gate at Dogwood Lane?

A. No, Town development ordinances require street connectivity to Dogwood Lane based on the existing street stub to the property boundary. The traffic study process will determine the extent of any improvements to Forest Lake Avenue and Dogwood Lane.

Various attendees expressed concern over connectivity to Dogwood relating to property values, parking, children, bus stops, cut through traffic to get to Eastfield.

Attendees requested construction traffic from Dogwood to be minimized or eliminated.

Attendees noted plans to speak with the Planning Department and Planning Board regarding connectivity to Dogwood Lane

Q. Does the Dogwood Lane right-of-way provide room for road improvement?

A. Yes, we believe the right-of-way is wide enough to accommodate the NCDOT Local Street cross-section based on feedback/coordination from NCDOT.

Q. What do you intend to do with the pond?

A. We plan to maintain the pond as an amenity.

One attendee requested that the planned lots be increased in size to equal the Dogwood Lane lots.

Some attendees expressed concern that the proposed pond trail loop was too close to existing homes and could become littered.

We noted that we would revisit the trail configuration and that an HOA would manage maintenance.

Q. Would adjacent owners be able to continue to use the pond/ fish/ walk around pond?

A. We will have to evaluate adjacent owner access based on a liability perspective.

Q. How will fire safety be achieved?

A. The plan complies with fire safety standards and will be reviewed by Mecklenburg County Fire Plan Reviewers for compliance.

Q. What are the home sizes and projected price ranges?

A. Townhome	1,500 sf – 2,000 sf	\$400,000 - \$450,000
Cottage	1,000 sf – 1,500 sf	\$350,000 - \$400,000
Traditional	2,200 sf – 3,200 sf	\$500,000 - \$600,000+

The following rezoning milestone dates were provided as being the earliest possible:

Jan 7 Public Hearing

Jan 27 Planning Board

Feb 18 Final decision

Th presentation boards were allowed to be reviewed by attendees after the presentation and question/answer session.

All attendees had left by 6:45 pm.

Concluding the question and answer portion of the Community Meeting, Sean Paone thanked the attendees for attending the meeting.

This Community Meeting report is being emailed to Brad Priest, Town of Huntersville on December 30, 2024.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Paone', with a stylized flourish at the end.

Sean Paone, PLA (Petitioner Representative)

cc: Brad Priest, Town of Huntersville Planning Department

Date: November 22, 2024

NVR, Inc.
3924 Professional Center Drive #100
Huntersville, NC 28078

Scott Munday (jemunday@nvrinc.com)
864-710-3989

RE: Everette Keith Residential
 11430 Dogwood Lane (PID #s 01916129, 0916201, 0916202)

Dear Property Owner,

NVR, Inc. proposes a single-family residential development on approximately 106-acres located at the end of Hambright Road and Everette Keith Road along the western site boundary and Dogwood Lane and Forest Lake Avenue along the southeastern boundary, respectively. The proposal includes a mix of Single-Family Detached House and Single-Family Attached Townhome building types along with various open space and multi-use path features. The project site properties are currently zoned TR – Traditional Residential and the rezoning application filed proposes to amend the zoning designation to NR – Neighborhood Residential and follow the Conditional Rezoning Process as required by the Town of Huntersville as outlined in the Huntersville Zoning Ordinance. As part of this rezoning process a Community Meeting is required to introduce the project to the adjacent community and present how the design has evolved to date.

We'd like to invite you to this Community Meeting to learn more about this application and provide any initial feedback on the plans. You are invited to attend the Community Meeting on Monday, December 2, 2024, at 5:00 P.M. at the Arts and Cultural Center located at 109 South Old Statesville Road in Huntersville, North Carolina. The meeting will be facilitated by the applicant and their project team.

Note: The Community Meeting occurs as part of the formal rezoning application submitted by the applicant. The official application is filed with the Town of Huntersville and identified as R24-07 Everette Keith Residential, additional information is available on the Town of Huntersville Planning Department website.

Sincerely,



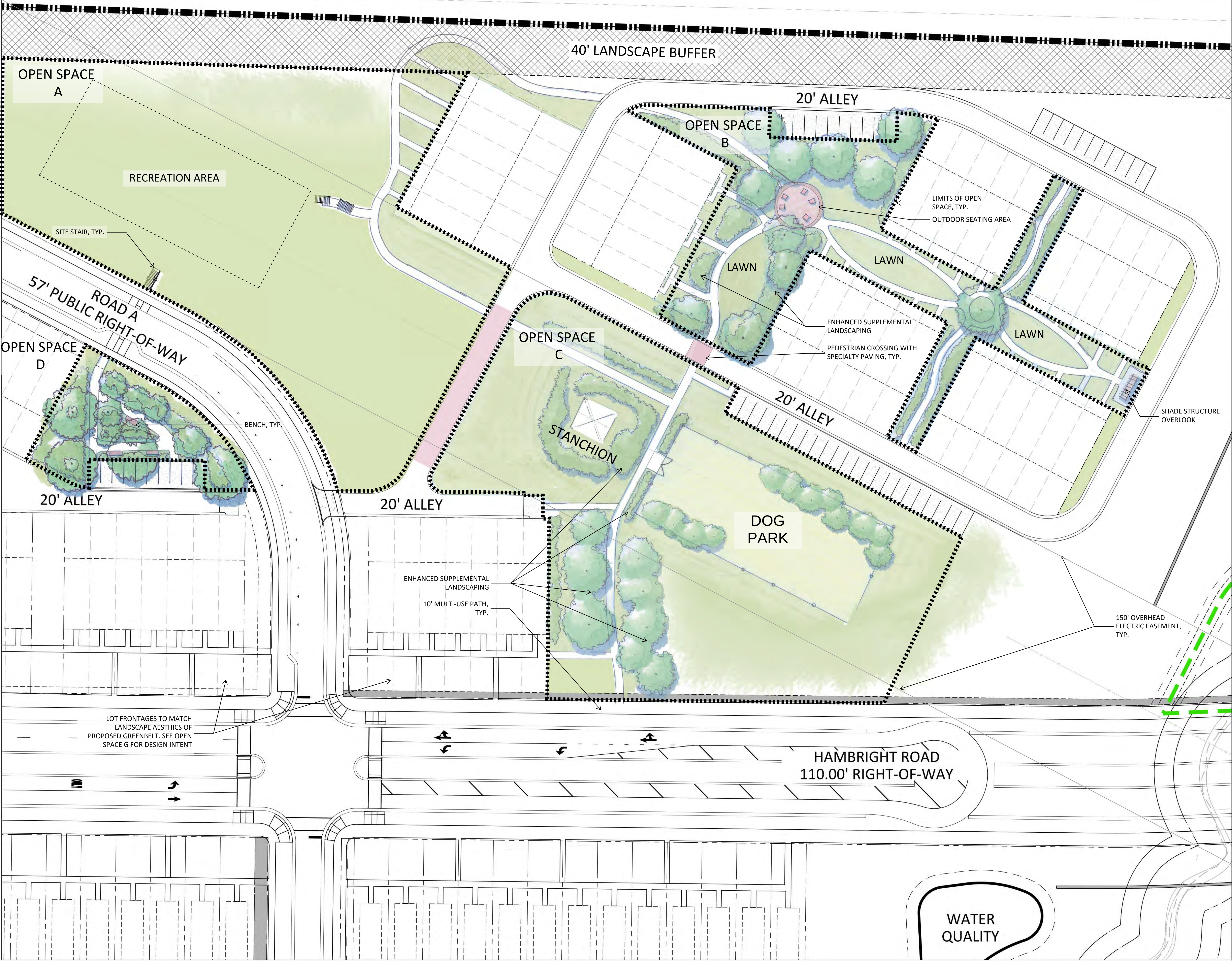
Sean Paone
Bolton & Menk, Applicant Design Consultant
11/22/24

neighborhood associations_mailaddr1	situsaddress1juris	txt_state	txt_zipcode	txt_mailaddr2	nme_ownerfirstname	nme_ownerlastname	camapid
PO BOX 11906	CHARLOTTE	NC	28220			BRYTON MASTER OWNERS ASSOCIATION INC	1911199
PO BOX 11906	CHARLOTTE	NC	28220			BRYTON TRACE HOMEOWNERS ASSOCIATION INC	1911281
7474 CREEDMOOR RD BOX 306	RALEIGH	NC	27613			HAMBRIGHT ROAD APARTMENTS OWNER LLC	1913187
1201 STALLINGS RD	MATTHEWS	NC	28104			HUNTER DOWNS HOMEOWNERS ASSOCIATION	2761534
4957 ALBEMARLE RD	CHARLOTTE	NC	28205			FARMS OWNERS ASSOC INC MADISON PARK AT WALLACE	2758524
PO BOX 680814	CHARLOTTE	NC	28216			MADISON PARK OWNERS	2758526
333 WEST WACKER DR	CHICAGO	IL	60606	28TH FL		NR BROOKSON FLATS LP	1911142
2151 HAWKINS ST STE 1000	CHARLOTTE	NC	28203			PR II/FOUNDRY BRYTON INDUSTRIAL LLC	1913193
8320 BRENTFIELD RD	HUNTERSVILLE	NC	28078			THE BRYANS I LLC	2761420
1400 W NORTHWOOD ST	GREENSBORO	NC	27408			THE VIEWS AT BRYTON LLC	1911140
11745 TRAILS END LN	HUNTERSVILLE	NC	28078			TRAILS END REAL ESTATE LLC	1917117

adjacent property_mailaddr1	txt_city	txt_state	txt_zipcode	nme_ownerfirstname	nme_ownerlastname	secownerfirstname	secownerlastname	camapid	situsaddress1
10700 ASBURY CHAPEL RD	HUNTERSVILLE	NC	28078		BCCA PROPERTIES LLC			01916210	10700 ASBURY CHAPEL RD
7728 SHALOM DR	CHARLOTTE	NC	28216	LEE	BUTLER	AMBER	BUTLER	01916226	DOGWOOD CR
11227 EASTFIELD RD	HUNTERSVILLE	NC	28078	JOSE A	CASTILLO			01916208	EASTFIELD RD
420 S ORANGE AV STE 400	ORLANDO	FL	32801		CHARLOTTE EVERETT KEITH ROAD IND OWNER LLC			01915102	11336 EVERETTE KEITH RD
5512 MANNING RD	CHARLOTTE	NC	28269		CLOER FAMILY HOLDINGS LLC			01916129	11618 EVERETTE KEITH RD
11200 DOGWOOD LN	HUNTERSVILLE	NC	28078	KAREN M	CUNNINGHAM			01916214	11200 DOGWOOD LN
12422 LARYE LN	HUNTERSVILLE	NC	28078	ERIC T	DAIUTOLO	MICHELLE M	DAIUTOLO	01932102	11737 EVERETTE KEITH RD
422 S CHURCH ST	CHARLOTTE	NC	28242	ATTN: TAX DEPT - PB05B	DUKE POWER CO			01916118	10911 FOREST LAKE AV
2671 MAIDEN HWY STE 1	LINCOLNTON	NC	28092		FAST AND SAFE LLC			01916227	DOGWOOD CR
11316 DOGWOOD LN	HUNTERSVILLE	NC	28078	CARLOS	FERRER			01916221	11316 DOGWOOD LN
11325 DOGWOOD LN	HUNTERSVILLE	NC	28078	JOHN H	GANT	EVELYN L	GANT	01916115	11325 DOGWOOD LN
11113 ASBURY CHAPEL RD	HUNTERSVILLE	NC	28078	WARREN M	GILDER	CANDY P	GILDER	01917132	11113 ASBURY CHAPEL RD
11106 DOGWOOD LN	HUNTERSVILLE	NC	28078	BENJAMIN SCHERMER	HAMMILL	LAUREN ANN NATALE	HAMMILL	01916204	11106 DOGWOOD LN
11203 ASBURY CHAPEL RD	HUNTERSVILLE	NC	28078	THOMAS J	HOGAN	JULIE P	HOGAN	01917130	11203 ASBURY CHAPEL RD
7419 SAMPLE RD	HUNTERSVILLE	NC	28078		KERR L W LIMITED PARTNERSHIP			01932108	11898 EVERETTE KEITH RD
11216 DOGWOOD LN	HUNTERSVILLE	NC	28078	JAMES EDWARD	PETITGOUT		REBECCA LOSEE	01916213	11216 DOGWOOD LN
2151 HAWKINS ST STE 1000	CHARLOTTE	NC	28203		PR II/FOUNDRY BRYTON INDUSTRIAL LLC			01913193	BRYTON CORPORATE CENTER DR
11001 FOREST LAKE AVE	HUNTERSVILLE	NC	28078	JAMES LLOYD JR	PRICE		SUSAN MYERS	01916119	11001 FOREST LAKE AV
5968 KIRKPATRICK RD	CHARLOTTE	NC	28211	WILLIAM A	ROWLAND	BETTY J	ROWLAND	01916202	FOREST LAKE AV
PO BOX 2339	CORNELIUS	NC	28031	RICHARD L	RUDD	LINDA C	RUDD	01916217	10821 ASBURY CHAPEL RD
10130 PERIMETER PKWY STE 300	CHARLOTTE	NC	28216		SHEA HOMES CAROLINA LLC			01917104	11301 TRAILS END LN
11012 DOGWOOD LN	HUNTERSVILLE	NC	28078	SCOTT ALTON MCGRAW	STEWART	JAMIE SEAFORD	STEWART	01916225	EASTFIELD RD
11109 ASBURY CHAPEL RD	HUNTERSVILLE	NC	28078	ERIC DAVID	SWANGER		MARLA DENISE	01917131	11109 ASBURY CHAPEL RD
1400 W NORTHWOOD ST	GREENSBORO	NC	27408		THE VIEWS AT BRYTON LLC			01911140	HAMBRIGHT RD
11125 FOREST LAKE AVE	HUNTERSVILLE	NC	28078	DONNA K	THORE			01916201	11125 FOREST LAKE AV
11017 FOREST LAKE AVE	HUNTERSVILLE	NC	28078	THOMAS WILSON	TURNER	BONNIE	TURNER	01916120	11017 FOREST LAKE AV
11100 DOGWOOD LN	HUNTERSVILLE	NC	28078	EDWARD J III	WINTER	ROSEMARY T	WINTER	01916215	11100 DOGWOOD LN
11309 DOGWOOD LN	CHARLOTTE	NC	28216	CHRISTY MCCOY	WORRELL			01916114	11309 DOGWOOD LN



AREA: 55.77 AC
L.W. KERR LIMITED
PARTNERSHIP
ZONING: TR
USE: SINGLE FAMILY
RESIDENTIAL-ACREAGE
DB 10944 PG 80



VICINITY MAP

SURVEY DISCLAIMER

SURVEY ISSUE DATE: 12/05/2023. PROVIDED BY: AVOIMAGE MAPPING SERVICES, INC. LOCATED AT 4600 LEBANON ROAD, SUITE E CHARLOTTE, NC 28277.

LEGEND

SYMBOL	
	PARCEL LINE / PARCEL BOUNDARY
	PROPOSED SIDEWALK
	PROPOSED GREENWAY
	40' PERIMETER BUFFER

DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	±106 AC
EXISTING USE:	RESIDENTIAL, VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT:	TR
PROPOSED ZONING DISTRICT:	NR-CD
NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.	

OPEN SPACE SUMMARY

OPEN SPACE :	TYPOLOGY/USE:	AREA:
A	RECREATION PARK	± 1.99 ACRES
B	PEDESTRIAN PASSAGEWAY	± 0.88 ACRES
C	PARK	± 1.60 ACRES
D	GREEN	± 0.23 ACRES

NOTE: ENHANCED SUPPLEMENTAL LANDSCAPING AREA MAY INCLUDE INTERACTIVE GARDEN VEGETATION (I.E. ROSEMARY, LAVENDER, THYME, BASIL, ETC.)



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www.bolton-menk.com

NVR, Inc.

9920 Kinsey Ave Ste 200
Huntersville, NC 28078

EVERETTE KEITH
RESIDENTIAL
REZONING
11430 Dogwood Ln
Huntersville, NC 28078

OPEN SPACE A-D

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS, LOTS, AND OTHER AREAS AND IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

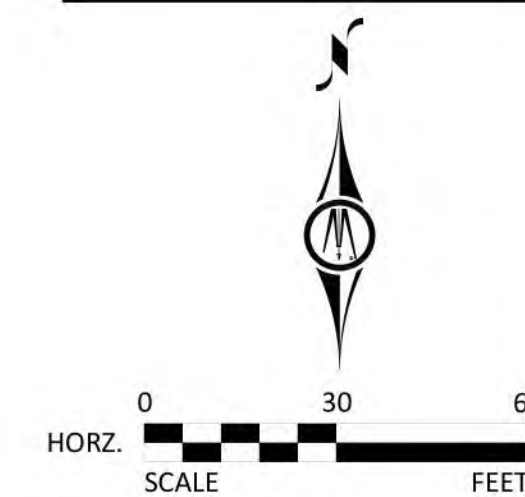
PROJECT NO:
4896

REVISIONS:



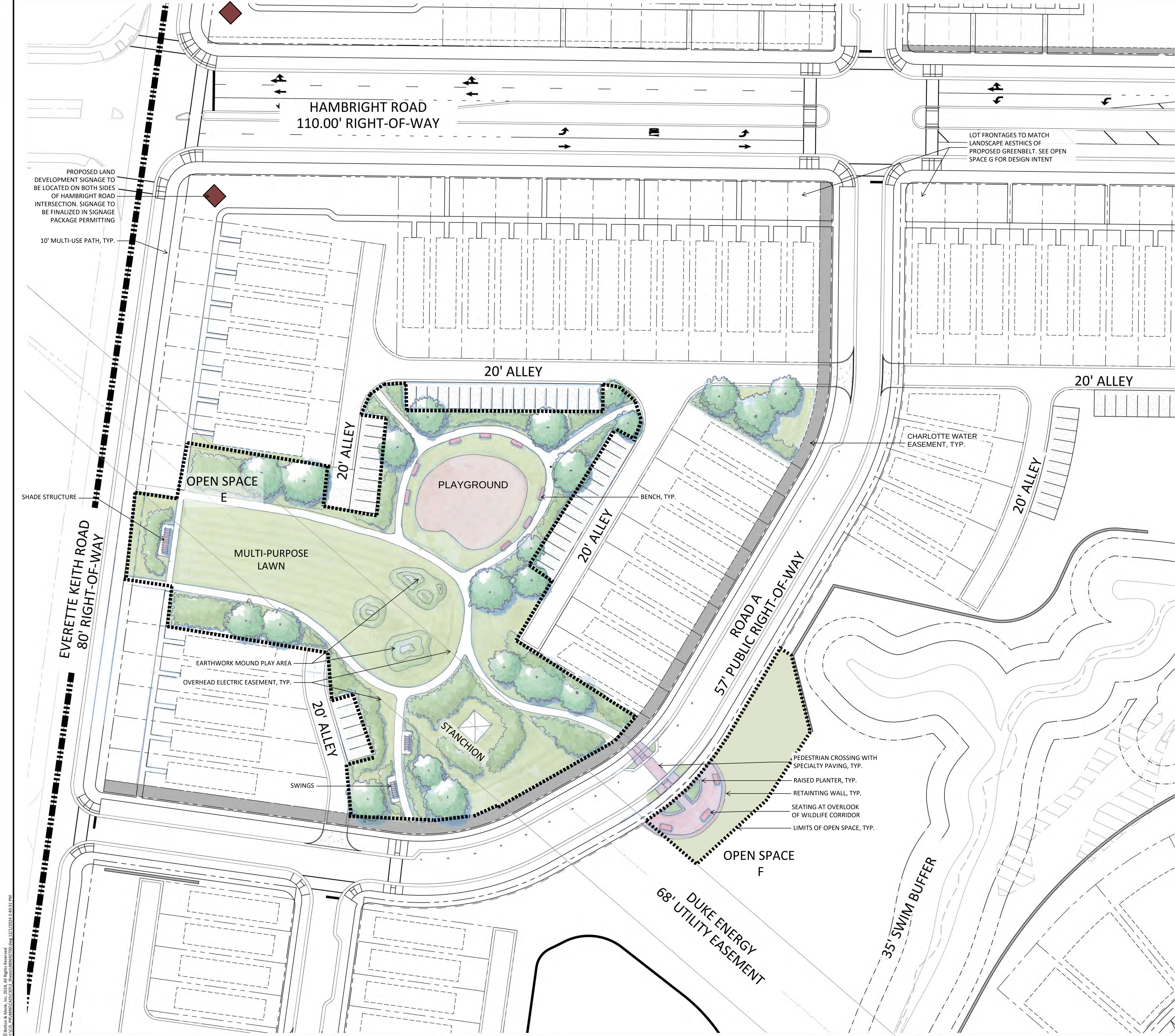
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VICINITY MAP

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LEGEND

SYMBOL	
	PARCEL LINE / PARCEL BOUNDARY
	PROPOSED SIDEWALK
	PROPOSED GREENWAY
	40' PERIMETER BUFFER

DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	±106 AC
EXISTING USE:	RESIDENTIAL, VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT:	TR
PROPOSED ZONING DISTRICT:	NR-CD
NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.	

OPEN SPACE SUMMARY

OPEN SPACE :	TYPOLOGY/USE:	AREA:
E	PARK	± 2.06 ACRES
F	PLAZA	± 0.23 ACRES



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OPEN SPACE E & F

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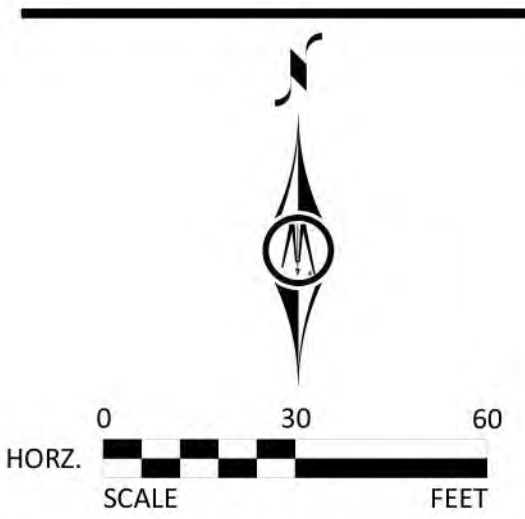
PROJECT NO:
4896

REVISIONS:



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RZ-702



VICINITY MAP

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LEGEND

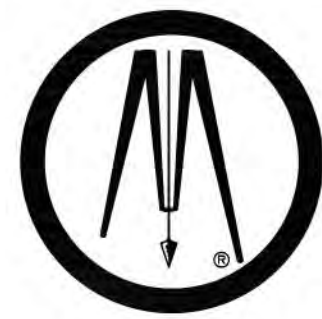
SYMBOL	
	PARCEL LINE / PARCEL BOUNDARY
	PROPOSED SIDEWALK
	PROPOSED GREENWAY
	40' PERIMETER BUFFER

DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	±106 AC
EXISTING USE:	RESIDENTIAL, VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT:	TR
PROPOSED ZONING DISTRICT:	NR-CD
NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.	

OPEN SPACE SUMMARY

OPEN SPACE :	TYPOLOGY/USE:	AREA:
G	GREENBELT	± 0.46 ACRES
H	PLAZA	± 0.12 ACRES



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OPEN SPACE G & H

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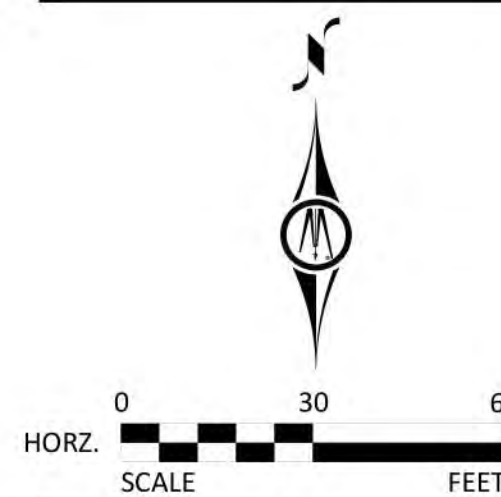
PROJECT NO:
4896

REVISIONS:



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RZ-703

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LEGEND

SYMBOL	
	PARCEL LINE / PARCEL BOUNDARY
	PROPOSED SIDEWALK
	PROPOSED GREENWAY
	40' PERIMETER BUFFER

DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	±106 AC
EXISTING USE:	RESIDENTIAL, VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT:	TR
PROPOSED ZONING DISTRICT:	NR-CD
NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.	

OPEN SPACE SUMMARY

OPEN SPACE :	TYPOLGY/USE:	AREA:
I	RECREATION PARK	± 0.64 ACRES



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OPEN SPACE I

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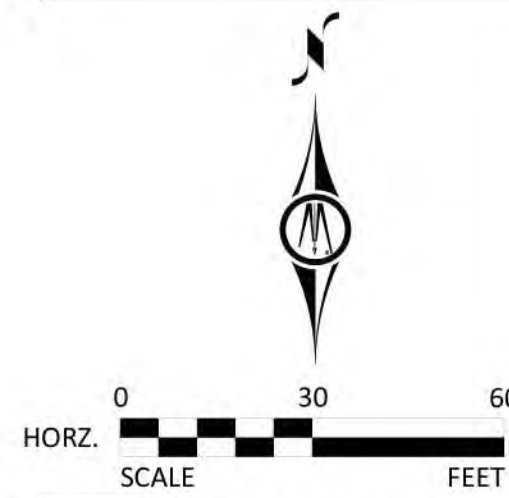
PROJECT NO:
4896

REVISIONS:



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RZ-704

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VICINITY MAP

SURVEY DISCLAIMER

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LEGEND

SYMBOL	
	PARCEL LINE / PARCEL BOUNDARY
	PROPOSED SIDEWALK
	PROPOSED GREENWAY
	40' PERIMETER BUFFER

DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	±106 AC
EXISTING USE:	RESIDENTIAL, VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT:	TR
PROPOSED ZONING DISTRICT:	NR-CD
NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.	

OPEN SPACE SUMMARY

OPEN SPACE :	TYPOLOGY/USE:	AREA:
J	PROMENADE	± 0.87 ACRES
K	PROMENADE	± 0.73 ACRES



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OPEN SPACE J & K

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PROJECT NO:
4896

REVISIONS:



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0 30 60
SCALE FEET

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RZ-705



VICINITY MAP

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LEGEND

- | | |
|--|-------------------------------|
| | PARCEL LINE / PARCEL BOUNDARY |
| | PROPOSED SIDEWALK |
| | PROPOSED GREENWAY |
| | 40' PERIMETER BUFFER |

DEVELOPMENT SUMMARY

PROJECT NAME:	EVERETTE KEITH RESIDENTIAL REZONING
PARCEL NUMBER:	01916129, 01916201, 01916202
SITE ACREAGE:	±106 AC
EXISTING USE:	RESIDENTIAL, VACANT
PROPOSED USE:	SINGLE FAMILY ATTACHED RESIDENTIAL SINGLE FAMILY DETACHED RESIDENTIAL
EXISTING ZONING DISTRICT:	TR
PROPOSED ZONING DISTRICT:	NR-CD

NOTE: FULL DEVELOPMENT SUMMARY AND REZONING NOTES LOCATED ON SHEET RZ-206.

OPEN SPACE SUMMARY

OPEN SPACE :	TYPOLOGY/USE:	AREA:
L	PARK	±3.72 ACRES



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OPEN SPACE L

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROADS,
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FINAL DETERMINATION ON PRELIMINARY AND FINAL PLAN.

PROJECT NO:

4896

REVISIONS:



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HORIZ. SCALE FEET

DATE:	08/01/2024
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CHECKED BY:	

RZ-706

R24-07 EVERETTE KEITH RESIDENTIAL 12/2/24 COMMUNITY MEETING SIGN-UP SHEET

[illegible]

R24-07 EVERETTE KEITH RESIDENTIAL 12/2/24 COMMUNITY MEETING SIGN-UP SHEET

[illegible]



Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Petition #R24-09 Town Center General Rezoning, a request by Derong Huang and Franklin Lowry

EXPLAIN REQUEST:

Consider decision on Petition #R24-09 Town Center General Rezoning, a request by Derong Huang and Franklin Lowry to rezone +/- 1.089 acres located at 115 and 117 Gilead Road from Neighborhood Residential District to Town Center District

ACTION RECOMMENDED:

Consider decision

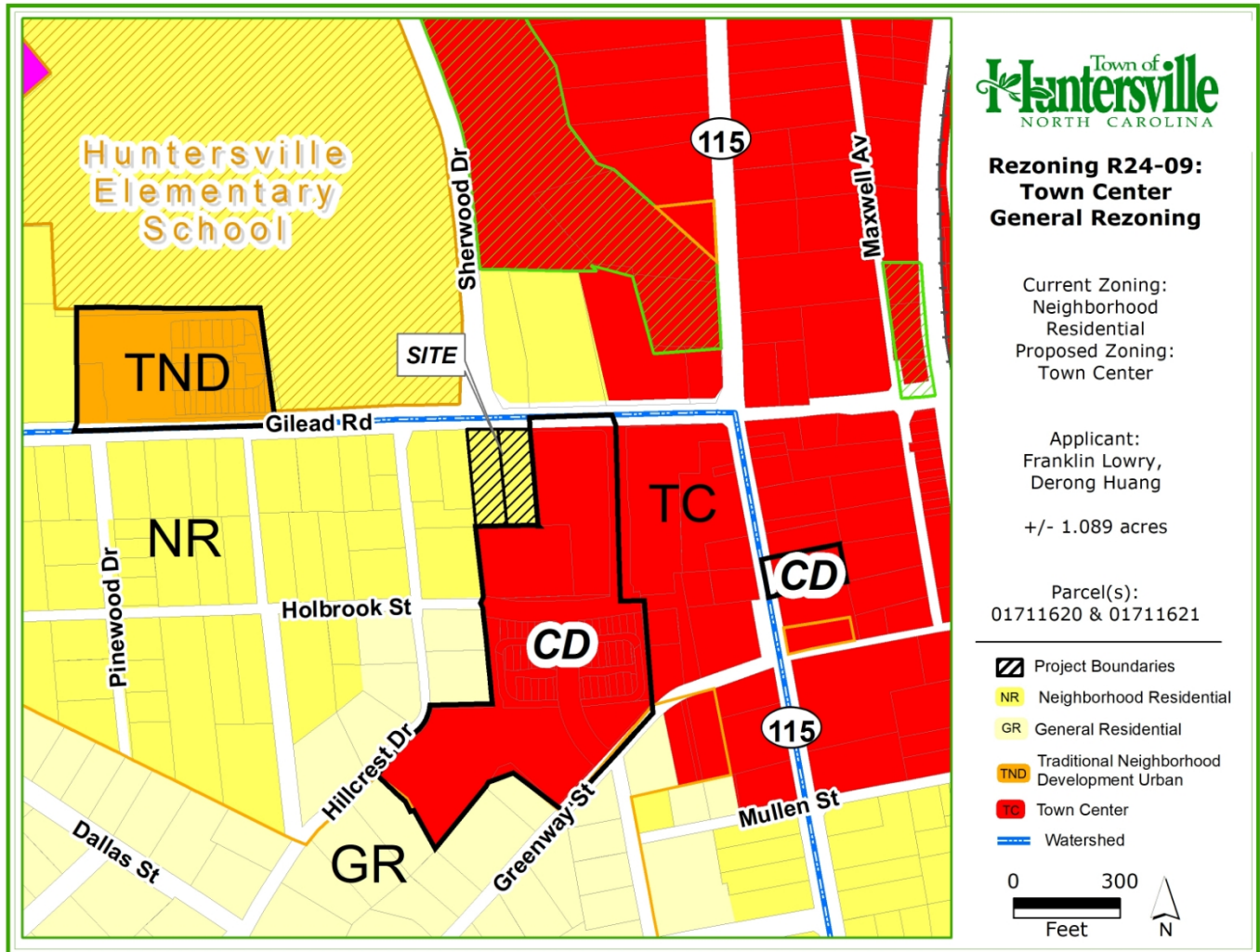
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R24-09 TB Staff Report v2
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 Lowry, Derong Huang, ~~Martha Rawdon~~, Frances & Larry Garner owners of Parcels 01711623, 01711620, 01711621, & 01712208 to rezone the properties from Neighborhood Residential to Town Center. **Update: Parcels 01711623 & 01712208 have withdrawn from the petition.**
- 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.



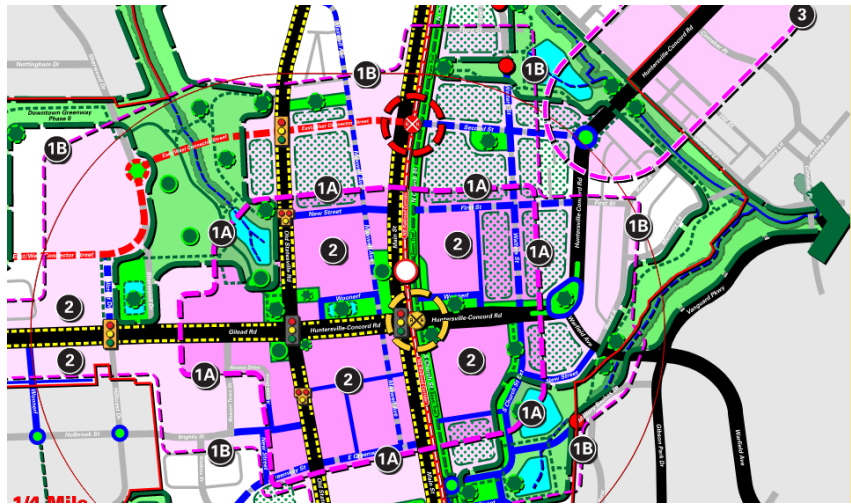
Downtown - Tier 1

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.

- ② 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.

- ③ Secondary Gathering Areas are focused around the North, South, East and West Downtown Gateways.

- ④ 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, historical or cultural resources

PART 5: PUBLIC HEARING

The Public Hearing was held on 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

Planning Board meeting was held on 11/20/24

Motion: S. Hensley made a motion to recommend approval of R24-09, Town Center General Rezoning, the Planning Board finds that it is consistent with 2040 Huntersville Community Plan, policies LU6.1, 6.2, EV1.2, 2.2, 2.3, and the Gathering Principal of the 2022 Downtown Master Plan. The Town Center district will be consistent with character and uses adjacent to the subject properties. It is reasonable and in the public interest to amend the Zoning Ordinance to help facilitate future development of the subject parcels to help the Town and the citizens to realize the 2022 Downtown Master Plan. M. Pollard seconded the motion.

Vote: The motion **failed** (1-7) with C. Boyd, T. Loomis, G. Baber, J. Sny, J. Wright, M. Pollard, and L. Hallman opposed.

Motion: L. Hallman made a motion to recommend denial of R24-09, Town Center General Rezoning, the Planning Board finds that it is inconsistent with 2040 Huntersville Community Plan and the 2023 Downtown Master Plan. We find the use of general rezoning to be inconsistent with policies LU6.3, LU7, LU8.1, LU8.2, LU11, EV1.3, EV2.2, DT1, DT2, DT3.1, DT8.1, DT8.2, DT10.3, and DT11.2. It is not reasonable and in the public interest to approve the rezoning due to the type of zoning requested. Our community plans call for a more careful and structured process than a general rezoning would provide. We encourage the applicant and property owners to come back with individual plans that stand on their own merit. J. Wright seconded the motion.

Vote: The motion **passed** (6-2) with J. Sny and S. Hensley opposed.

PART 8: ATTACHMENTS

ATTACHMENTS:

1. Applications
2. Rezoning Map

PART 9: 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.	DENIAL: A motion to recommend denial of R24-09, Town Center General Rezoning, the Planning Board finds that it is inconsistent with 2040 Huntersville Community Plan and the 2023 Downtown Master Plan. We find the use of general rezoning to be inconsistent with policies LU6.3, LU7, LU8.1, LU8.2, LU11, EV1.3, EV2.2, DT1, DT2, DT3.1, DT8.1, DT8.2, DT10.3, and DT11.2. It is not reasonable and in the public interest to approve the rezoning due to the type of zoning requested. Our community plans call for a more careful and structured process than a general rezoning would provide. We encourage the applicant and property owners to come back with individual plans that stand on their own merit.	APPROVAL: <u>(insert applicable plan reference) (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

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 _____

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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
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 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 _____

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

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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



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 _____

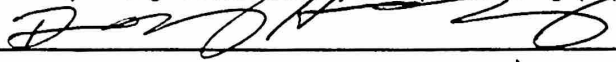
Title Director of Operations Email jhenson@waengineering.com

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 hrrong79@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

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 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 _____

* 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 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

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 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: _____

☒ 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 Managing Member Email jhenson@waengineering.com

Address of Property Owner 121 Gilead Rd Huntersville, NC 28078

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

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8. Development/Design Firm Contact Information

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

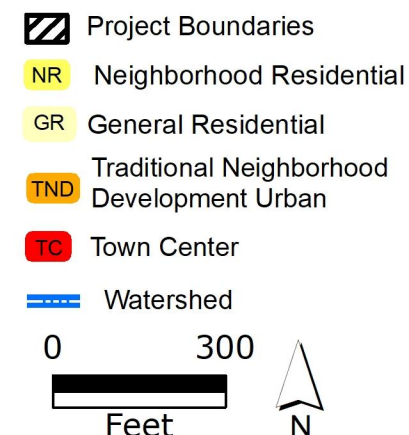
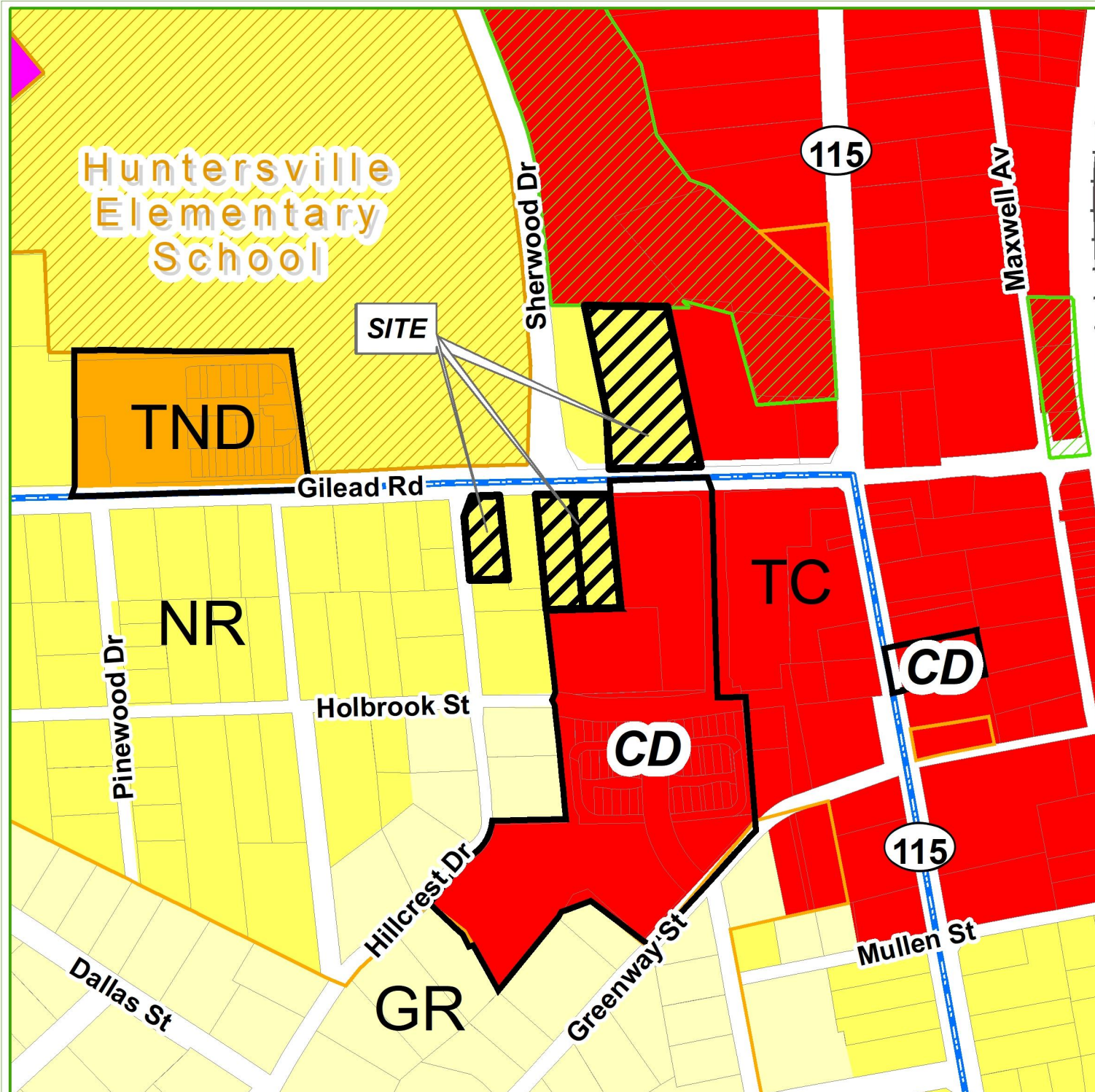
Current Zoning:
Neighborhood
Residential

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





Request for Board Action

January 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Resolution - Upset Bid Process

EXPLAIN REQUEST:

The Town has received an offer to purchase Town owned properties with parcel ID numbers of 01903310, 01903306, and 01903315. To sell these properties, the Town must go through the upset bid process. This resolution authorizes that process.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Upsetbid Resolution Second Street
2. Exhibit A- Purchase Agreement

RESOLUTION AUTHORIZING UPSET BID PROCESS

WHEREAS, the Town of Huntersville, North Carolina owns certain property, approximately 1.68 acres, consisting of PIN **01903310, 01903306, and 01903315** (the “Property”); and

WHEREAS, the Town currently does not need or use the Property; and

WHEREAS, the Town of Huntersville Board of Commissioners desires to declare the Property surplus property; and

WHEREAS, North Carolina General Statute § 160A-269 permits the Town of Huntersville to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the Town of Huntersville has received an offer to purchase the Property (attached hereto and incorporated herein by reference as **Exhibit A**), in the amount of three hundred and forty thousand dollars (\$340,000.00), submitted by Brian Hines and Jay Henson (the “Purchaser”); and

WHEREAS, the Purchaser has paid the required five percent (5%) deposit on his offer.

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE AS FOLLOWS:

1. The Town Board hereby declares the Property surplus property.
2. The Town Board of Commissioners authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
3. The Town of Huntersville clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
4. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town of Huntersville clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Town of Huntersville clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5. If a qualifying higher bid is received, the Town of Huntersville clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town of Huntersville Board of Commissioners.

6. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
7. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The Town of Huntersville will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received.
8. The terms of the final sale for any new qualifying upset bid are that:
 - the Town of Huntersville Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed;
 - the buyer must pay for all closing costs at their sole expense;
 - the buyer must pay with cash at the time of closing;
 - Buyer shall be responsible for any and all agent commissions and escrow fees.
 - Buyer shall be responsible for any required permitting or development approvals necessary for use of the Property and their associated fees;
 - Buyer shall improve and convey one parcel or portion thereof (an "Improved Attainable Housing Parcel") from the Property conveyed pursuant to this Agreement to a non-profit entity for the purpose of constructing and providing for lease at least fifteen (15) attainable housing apartment units for persons earning no more than 120% of the local area median income as published by HUD for the Charlotte-Concord-Gastonia NC-SC HUD Metro FMR Area;
 - All other terms and conditions as stated in Exhibit A.
9. The Town of Huntersville reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Adopted this the 7th day of January, 2025.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

Exhibit A

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Brian Hines and Jay Henson ("Buyer"), and the **Town of Huntersville, North Carolina**, a North Carolina municipality ("Seller"). A fifty percent (50%) ownership interest shall be conveyed to each Buyer.

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property": Approximately 1.68 acres**, consisting of all of the following tax parcels: PIDs **01903310, 01903306, and 01903315**; as generally shown on **Exhibit A**, attached hereto and incorporated herewith by reference, together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$340,000.00 (b) **"Purchase Price"** shall mean the sum of **Three Hundred Forty Thousand Dollars**,
payable on the following terms:

\$17,000.00 (i) **"Earnest Money"** shall mean **Seventeen Thousand Dollars**

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with **The Huntersville Town Clerk** (Janet Pierson- "Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

☐ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)**

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is:)**

☐ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

\$ N/A (ii) **Proceeds of a new loan** in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____% per annum with mortgage loan discount points not to exceed _____% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$N/A (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note**

and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$N/A (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$_____ and evidenced by a note bearing interest at the rate of _____ percent (_____%) per annum, and a current payment amount of \$_____.

\$323,000.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of **Three Hundred Twenty-three Thousand Dollars**.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before **30 days after the end of Examination Period as defined herein**.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller and after approval by the Huntersville Board of Commissioners.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on the date that is **90 days after the Contract Date. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(g) **"Broker(s)"** shall mean:
None (N/A) ("Listing Agency"),
_____ ("Listing Agent" – License # _____)

Acting as: ☐ Seller's Agent; ☐ Dual Agent

And _____ ("Selling Agency"),

N/A ("Selling Agent" - License # _____)

Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub)Agent; ☐ Dual Agent

(h) **"Seller's Notice Address"** shall be as follows:

Anthony Roberts, Town Manager Town of Huntersville
P.O. Box 664
Huntersville, NC 28078

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

(i) **"Buyer's Notice Address"** shall be as follows:

Brian Hines
121 Gilead Road
Huntersville, NC 28078

e-mail address: Brian@HinesRE.com fax number: _____

except as same may be changed pursuant to Section 12.

[X] (j) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (**Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.**)

- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: [none].

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: [none].

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** [intentionally deleted]

(b) **Qualification for Assumption:** [intentionally deleted]

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval

of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ [X] If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event that Seller accepts a third-party offer to purchase the Property, resulting from the "Negotiated Offer, Advertisement and Upset Bid" Process contemplated by N.C.G.S. 160A-269, then the Earnest Money shall be immediately refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to

the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws

(a)**Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any): NONE

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b)**Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c)**Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an “exterior insulating and finishing system” commonly known as “EIFS” or “synthetic stucco”. Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Date: _____

Date: _____

Buyer: Brian Hines

Seller: **Town of Huntersville** [SEAL]

By: _____

By: _____
Town Manager

Buyer: Jay Henson

By: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date: _____ By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: fax number:

except as same may be changed pursuant to Section 12.

Exhibit A

General Description of Property

A PORTION OF THE LANDS OF TOWN OF HUNTERSVILLE, AS DESCRIBED IN DEED BOOK 30620, PAGE 491, AND DEED BOOK 30620, PAGE 488, ALL AS RECORDED IN THE PUBLIC REGISTRY OF MECKLENBURG COUNTY, NORTH CAROLINA, SAID LANDS LYING IN THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "LEAD", HAVING NC GRID COORDINATES OF N 609121.472 US FEET AND E 1446787.579 US FEET, NAD 83 / 2011, AVERAGE COMBINED GRID FACTOR 0.999843940;

THENCE N 74°14'56" E A GROUND DISTANCE OF 4965.19 FEET TO A FOUND # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF TONY ERIC BRANNON & RHONDA KIM HERRON BRANNON, AS DESCRIBED IN DEED BOOK 4531, PAGE 810 OF SAID PUBLIC REGISTRY, SAID REBAR ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE N 84°38'01" W ALONG SAID COMMON LINE A DISTANCE OF 59.06 FEET TO A POINT IN THE CENTERLINE OF THE NORFOLK AND SOUTHERN RAILWAY, A REPUTED 100' WIDE RIGHT OF WAY, COMMON CORNER WITH SAID BRANNON LANDS;

THENCE ALONG THE CENTERLINE OF SAID RAILROAD WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 3713.94 FEET, AN ARC LENGTH OF 111.12 FEET AND BEING SUBTENDED BY A CHORD BEARING N 08°46'24" E 111.12 FEET TO A POINT;

THENCE CONTINUE ALONG SAID CENTERLINE N 09°46'36" E A DISTANCE OF 27.54 FEET TO A POINT IN THE CENTERLINE OF SECOND STREET, AN EXISTING PUBLIC RIGHT OF WAY;

THENCE S 86°08'03" E ALONG THE CENTERLINE OF SAID SECOND STREET, PASSING THROUGH SET MAG NAILS AT DISTANCES OF 60.00 FEET AND 173.12 FEET, A TOTAL DISTANCE OF 321.62 FEET TO A POINT;

THENCE LEAVING SAID CENTERLINE S 04°15'37" W A DISTANCE OF 12.89 FEET TO A SET # 5 REBAR ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID SECOND STREET (FORMERLY EAST 6TH STREET), A 28' WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE PLAT OF H. J. WALKER PROPERTY AS RECORDED IN MAP BOOK 230, PAGE 19 OF SAID PUBLIC REGISTRY, ALSO BEING THE NORTHWESTERLY CORNER OF LOT 9, BLOCK 3 OF SAID WALKER PLAT;

THENCE S 85°52'32" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, AND THE NORTHERLY LINE OF SAID LOT 9 A DISTANCE OF 179.74 FEET TO A SET # 5 REBAR AT THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY RIGHT OF WAY LINE OF WALTERS STREET (FORMERLY WALKER STREET), A 36 FOOT WIDE RIGHT OF WAY AS SHOWN ON SAID WALKER PLAT, SAID INTERSECTION BEING THE NORTHEASTERLY CORNER OF SAID LOT 9;

THENCE S 03°23'53" E ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE
EASTERLY LINE OF LOTS 7, 8 AND 9, BLOCK 3 OF SAID WALKER PLAT A DISTANCE OF
144.55 FEET TO A SET # 5 REBAR AT THE SOUTHEASTERLY CORNER OF SAID LOT 7,
COMMON CORNER WITH THE LANDS OF THE TOWN OF HUNTERSVILLE, AS
RECORDED IN DEED BOOK 30620, PAGE 491 OF SAID PUBLIC REGISTRY;

THENCE N 89°31'48" W ALONG THE SOUTHERLY LINE OF SAID LOT 7, COMMON LINE
WITH SAID TOWN OF HUNTERSVILLE, A DISTANCE OF 199.44 FEET TO A SET # 5
REBAR AT THE SOUTHWESTERLY CORNER OF SAID LOT 7, COMMON CORNER WITH
SAID TOWN OF HUNTERSVILLE AND SAID BRANNON LANDS;

THENCE N 04°15'37" E ALONG THE WESTERLY LINE OF SAID LOT 7, COMMON LINE
WITH SAID BRANNON LANDS A DISTANCE OF 22.09 FEET TO A FOUND # 5 REBAR,
COMMON CORNER WITH SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620,
PAGE 491 AND SAID BRANNON LANDS;

THENCE N 84°38'01" W ALONG THE COMMON LINE OF SAID TOWN OF HUNTERSVILLE
LANDS, DEED BOOK 30620, PAGE 491 AND SAID BRANNON LANDS, PASSING THROUGH
FOUND # 5 REBARS AT DISTANCES OF 50.05 FEET, 100.10 FEET, 149.99 FEET, A SET # 5
REBAR AT 160.42 FEET FOR A TOTAL DISTANCE OF 274.01 FEET TO THE POINT OF
BEGINNING OF THE PARCEL HEREIN DESCRIBED

CONTAINING 75,114 SQUARE FEET OR 1.724 ACRES OF LAND;

ALL AS SHOWN ON A RECOMBINATION PLAT OF THE LANDS OF THE TOWN OF
HUNTERSVILLE, DB 30620 /PG 491 AND DB 30620 /PG 488, HUNTERSVILLE,
MECKLENBURG COUNTY, NORTH CAROLINA, PREPARED BY DUNBAR GEOMATICS GROUP, PLLC,
DATED 01/02/2025.

Exhibit B

Additional Terms

The following additional terms are made a part of the above-referenced Agreement for Purchase and Sale of Real Property ("Agreement") by specific reference thereto and, to the extent this Exhibit differs from the Agreement, this Exhibit shall control.

Any assignment of this Agreement must be approved in writing by the Seller, such approval not to be unreasonably withheld.

This conveyance is made upon the express limitation, restriction, and condition that the Buyer shall improve and convey one parcel or portion thereof (an "Improved Attainable Housing Parcel") from the Property conveyed pursuant to this Agreement to a non-profit entity for the purpose of constructing and providing for lease at least fifteen (15) attainable housing apartment units for persons earning no more than 120% of the local area median income as published by HUD for the Charlotte-Concord-Gastonia NC-SC HUD Metro FMR Area.

For purposes of this Agreement, an Improved Attainable Housing Parcel shall be defined as a site with 24 associated parking spaces constructed on or off-site and consisting of a graded building pad of at least 7,000 square feet that is suitable for construction thereon of a three (3) story apartment building in compliance with the Town of Huntersville Zoning Ordinance. All required stormwater and drainage facilities for the apartment building to be constructed on the Improved Attainable Housing Parcel shall be installed by the Buyer, on or off-site, prior to the conveyance of the parcel to a non-profit entity.

If an Improved Attainable Housing Parcel is not donated to a non-profit entity and is not so utilized by the non-profit for the above-stated purpose of providing for lease at least 15 attainable housing apartment units within a period of seven (7) years from the date of the conveyance by Seller to Buyer of the Property, title to the area as described on Exhibit C attached hereto and incorporated herein shall automatically revert to the Seller in fee simple.

The conveyance of the Improved Attainable Housing Parcel by Buyer to the non-profit entity shall contain deed restrictions limiting the use of the Improved Attainable Housing Parcel to the purposes set forth herein in perpetuity. Seller reserves the right to approve the deed restrictions included in Buyer's conveyance of the Improved Attainable Housing Parcel to the non-profit entity, with written approval not to be unreasonably withheld.

The limitations, restrictions, and conditions set forth above shall be included as a deed restriction in the documents conveying the Property to Buyer.

Exhibit C

Description of Reversionary Interest

A PORTION OF THE LANDS OF TOWN OF HUNTERSVILLE, AS DESCRIBED IN DEED BOOK 30620, PAGE 491, AS RECORDED IN THE PUBLIC REGISTRY OF MECKLENBURG COUNTY, NORTH CAROLINA, SAID LANDS LYING IN THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "LEAD", HAVING NC GRID COORDINATES OF N 609121.472 US FEET AND E 1446787.579 US FEET, NAD 83 / 2011, AVERAGE COMBINED GRID FACTOR 0.999843940;

THENCE N 74°14'56" E A GROUND DISTANCE OF 4965.19 FEET TO A FOUND # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF TONY ERIC BRANNON & RHONDA KIM HERRON BRANNON, AS DESCRIBED IN DEED BOOK 4531, PAGE 810 OF SAID PUBLIC REGISTRY, SAID REBAR ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE N 84°38'01" W ALONG SAID COMMON LINE A DISTANCE OF 59.06 FEET TO A POINT IN THE CENTERLINE OF THE NORFOLK AND SOUTHERN RAILWAY, A REPUTED 100' WIDE RIGHT OF WAY, COMMON CORNER WITH SAID BRANNON LANDS;

THENCE ALONG THE CENTERLINE OF SAID RAILROAD WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 3713.94 FEET, AN ARC LENGTH OF 111.12 FEET AND BEING SUBTENDED BY A CHORD BEARING N 08°46'24" E 111.12 FEET TO A POINT;

THENCE CONTINUE ALONG SAID CENTERLINE N 09°46'36" E A DISTANCE OF 27.54 FEET TO A POINT IN THE CENTERLINE OF SECOND STREET, AN EXISTING PUBLIC RIGHT OF WAY;

THENCE S 86°08'03" E ALONG THE CENTERLINE OF SAID SECOND STREET, PASSING THROUGH A SET MAG NAIL AT DISTANCE OF 60.00 FEET FOR A TOTAL DISTANCE OF 173.12 FEET TO A SET MAG NAIL;

THENCE LEAVING SAID CENTERLINE S 09°01'29" W ON A NEW LINE A DISTANCE OF 143.20 FEET TO A SET # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF SAID BRANNON;

THENCE N 84°38'01" W ALONG THE COMMON LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491 AND SAID BRANNON LANDS, A DISTANCE OF 113.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED CONTAINING 24,348 SQUARE FEET OR 0.559 ACRES OF LAND;

ALL AS SHOWN ON A RECOMBINATION PLAT OF THE LANDS OF THE TOWN OF HUNTERSVILLE, DB 30620 /PG 491 AND DB 30620 /PG 488, HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA, PREPARED BY DUNBAR GEOMATICS GROUP, PLLC, DATED 01/02/2025.